

**COLLECTIVE AGREEMENT**

**BETWEEN**

**PETRO-CANADA  
(DISTRIBUTION AND LUBRICANTS)**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**February 1<sup>st</sup>, 2005 - January 31<sup>st</sup>, 2008**

**DON MCGILL  
Secretary-Treasurer**

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(DISTRIBUTION AND LUBRICANTS)**

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THIS AGREEMENT IS MADE AND ENTERED INTO THIS 12<sup>th</sup> DAY OF September 2005.

**BETWEEN:**           **PETRO-CANADA  
(DISTRIBUTION AND LUBRICANTS)**  
acting with respect to its Lubricants  
and Distribution Terminals in British Columbia at the following  
locations:

Nanaimo, Burnaby, Kamloops.

(Hereinafter referred to as the "Company")

**AND:**               **TEAMSTERS LOCAL UNION No. 213,**  
490 East Broadway,  
Vancouver, B.C. V5T 1X3

(Hereinafter referred to as the "Union")

WHEREAS it is the intention and purpose of the Company and the Union to promote and foster harmonious industrial relations between the Company and its employees, now therefore, the parties hereto agree as follows:

#### **INTERPRETATION:**

The headings of each article of this Agreement are inserted for convenience of reference only, and shall not affect the meaning or construction of the various clauses therein. This Agreement shall be interpreted as a whole.

In the event that any word, phrase, sentence, clause or article of this Agreement is declared invalid by any court of competent jurisdiction, only such word, phrase, sentence, clause or article shall be affected and this Agreement shall be otherwise unaffected and shall continue in full force and effect.

#### **ARTICLE 1 - RECOGNITION**

1.01           The Company recognizes the Union as the sole bargaining agent for all employees of the Company in the Lubricants and Distribution Terminals in British Columbia at the following locations: Nanaimo, Burnaby, Kamloops excepting those excluded from the Act - Supervisors, Terminal Manager, Private Secretary, Sales Trainees and Salespersons. It is further agreed that the duly elected negotiating committee, consisting of not more than four (4) employees or their alternatives, provided that the numbers thereof are permanent employees covered by this Agreement and have at least ninety (90) calendar days of service, who may be accompanied by a duly authorized officer of the Teamster Local 213, shall be the sole bargaining agent with respect to rates of pay, hours of work and other working conditions.

- 1.02 Nothing in this Agreement shall limit the Company in the exercise of its function of management, under which it will have among other things, the right to hire new employees and to direct the working force, including the promotion and demotion of employees; to discipline, suspend, discharge for cause, transfer or lay off employees because of lack of work; require employees to observe Company rules and regulations not inconsistent with the provisions of this Agreement; to decide on the products to be handled, the methods and schedules of operation, provided that the Company will not use its function of management for the purpose of any improper discrimination against any employee.

## **ARTICLE 2 - UNION SECURITY**

- 2.01 All employees covered by this Agreement as of the date of signing of this Agreement, shall become and remain members in good standing of the Union.
- 2.02 All new employees hired after date of signing of this Agreement shall, on commencing work in the bargaining unit, sign a Union application card and complete authorization cards for the deduction of initiation fees, dues and assessments. If an employee is not accepted for membership in the Union, all payments made to the Union in respect to this application shall be refunded by the Union. Employees rejected for membership in the Union will not be subject to discharge for that reason. The Union shall not be entitled and the Company shall not deduct any dues, fees and assessments from that employee.
- 2.03 Loss of Union membership shall not require the Company to terminate an employee unless such loss is the result of non-payment of Union dues, initiation fees and assessments.
- 2.04 Deductions for Union dues, fees and assessments shall be forwarded to the Union not later than the last business day of the month following the month in which the deductions were made.
- 2.05 Following lay-off, as a condition of retaining seniority on recall, an employee who is a member of the Union must remain a member thereof.

## **ARTICLE 3 - FREEDOM OF EMPLOYEE ACTION**

- 3.01 Members of the negotiating committee shall be free to discharge their duties without fear that their relations with the Company may be affected in any way. Any other employee serving on a sub-committee of the committee or appearing before the committee or one of its sub-committees, shall likewise be free to act without fear that his relations with the Company may be

affected in any way.

- 3.02 Employees shall not leave their work place to attend to Union business until they have secured the permission of their Supervisor or Terminal Manager. Such permission will not be unreasonably withheld.
- 3.03 Time spent by employee(s), delegated by the Union or Company, at joint Management/Union meetings shall be considered as time worked should the employee(s) normally be on shift at that time. However, in no case shall overtime rates be paid.

- 3.04 The Company agrees to grant leave of absence without pay to employees for the purpose of carrying out Union duties, provided such leaves can be granted without additional cost to the Company and any one leave does not exceed fourteen (14) days. Such leaves are to be limited to not more than three employees at one time. Leaves shall be limited to one employee per work unit. Work units are defined by location with the exception of Burnaby, which shall be three work units; namely Upper, Middle and Lower Plants. Leave of absence shall also apply to employees elected to the Union Executive Board.
- 3.05 Notwithstanding Section 3.04, the Company agrees to grant to any one employee an extended leave of absence without pay for the purpose of carrying out Union duties but not including taking full time employment with the Union, provided the leave does not exceed 180 days during any calendar year, and does not add to the cost of the Company operations.
- 3.06 (a) The parties recognize the value of ongoing labour/management discussions during the term of this collective agreement. Such Relationship by Objective ("RBO") discussions shall take place at mutually agreeable times and include those persons most knowledgeable about the issues to be discussed from management and the Union for continual improvement of labour/management relations.
- (b) Recommendations from RBO discussions are subject to final approval by the Company.
- 3.07 Shop Stewards shall be recognized by the Company and shall not be discriminated against. The Company shall be notified by the Union of the name or names of such Stewards.
- 3.08 In the carrying out of regular duties, Business Representatives of this Local Union shall have access to Company premises covered by this Agreement, after first securing permission from management. Such permission shall not be unreasonably withheld.

#### **ARTICLE 4 - NO DISCRIMINATION**

##### **4.01 Human Rights Legislation-**

The parties agree that they will not discriminate on the basis of any prohibited grounds of discrimination in the British Columbia Human Rights Act and hereby vest an arbitration board or single arbitrator with the power to apply this legislation.

4.02 **Valuing Diversity-**

The parties value the diversity that employees bring to the workplace and recognize that such diversity can provide a competitive advantage. To this end, the parties are committed to applicable employment equity legislation.

**4.03 Managed Rehabilitative Programs-**

It is agreed that the timely reintegration of persons with disabilities is desirable, however, it is recognized that special considerations of employees' working conditions may be required. Therefore, when necessary, provisions of the collective agreement may be amended or waived by agreement between the Company and the Union. These amendments or waivers will be implemented by Letter of Agreement on an individual basis to suit the employment of the individual concerned and the position in which they are to be employed.

**ARTICLE 5 - STRIKES AND LOCKOUTS**

5.01 There shall be no lockout by the Company or strike, slowdown, sitdown or suspension of work either complete or partial, by employees during the life of this Agreement.

**ARTICLE 6 - NEW CLASSIFICATIONS**

6.01 The Company shall notify the Union when any new classification coming within the jurisdiction of this Agreement is added. The Union and the Company shall negotiate on the rate to be established and that rate, once established, shall be retroactive to the introduction date of the new classification.

**ARTICLE 7 - DISCHARGE OF EMPLOYEES**

7.01 The Company has the right to discharge any employee for just and reasonable cause. However, probationary employees may be discharged or terminated at any time during their probationary period. Employees shall be notified in writing of the reasons for their dismissal. A copy of the reasons shall be forwarded to the Union.

**ARTICLE 8 - WAGES AND WAGE STATEMENT**

8.01 The Company shall pay wages to every employee covered by this Agreement at the rates contained in Appendix I for the various classifications listed therein. Appendix I shall be deemed to be contained in and form part of this Agreement.

8.02 The Company shall provide every employee covered by this Agreement with its regular itemized statement in respect to payments made to each employee by the Company, and such statement shall show the regular hours worked, the total overtime hours worked, the rate or rates applicable, the gross amount of wages and all deductions made therefrom.

**ARTICLE 9 - HIGHER CLASSIFICATION**

- 9.01 Employees, who for the convenience of the Company, are temporarily transferred to a job classification paying a lower rate shall retain their normal rate should it be greater than the established rate for the job to which they were transferred.

- 9.02 Employees temporarily assigned to a higher rate job classification shall receive the rate for that higher paid job for the accumulated time so assigned. When employees are assigned temporarily to a higher classification position, they shall receive a rate of pay which is at least one clear step above their normal pay.

#### **ARTICLE 10 - SHIFT DIFFERENTIAL**

- 10.01 The Company will pay for work performed on rotating shifts a shift differential in cents per hour as noted in Appendix I for the period worked between 16:00 - 24:00 and for the period worked between 24:00 - 08:00. Shift differential will be paid for any portion of regularly scheduled hours worked outside of the hours of 08:00 to 16:00 provided the shift started before 06:00, or finished after 18:00.

Shift differentials will not be paid when overtime is being worked, nor will it be included in base pay rates in computing overtime, pay for holidays not worked or for other periods where basic rates only apply, with the exception of an employee replacing a regular shift worker and by so doing receives overtime rates, then the applicable shift differential shall also be paid.

- 10.02 Regular day employees held over or called in on overtime work are compensated by the payment of overtime rates and would not be entitled to the differential, but if regular day employees are placed on shift for one or more shifts, they will be paid the differential.

#### **ARTICLE 11 - HOURS OF WORK**

- 11.01 For the purpose of work schedules and overtime payment, the regular working days shall be from 06:00 of one day to 06:00 of the following day.

##### **11.02 Day Workers**

- (a) The regular or normal working week shall be forty (40) hours in any five-day period.
- (b) A day worker is defined as a person working a period between the hours of 06:00 and 18:00 exclusive of a one half ( $\frac{1}{2}$ ) hour unpaid lunch break.
- (c) Day workers, when requested to work other than their normal hours within the defined day worker hours, will be paid at straight time, but when less than twenty-four (24) hours notice is given, the first period of work at the new hours will be paid at the rate of double time.

- (d) When day workers' schedules are changed to a regular, scheduled, rotating shift job for one (1) week or longer without at least twenty-four (24) hours notice, they will be paid double time for the first shift worked on their new schedule and thereafter be governed by the provisions for shift workers contained in this Agreement.

11.03 Shift Workers

- (a) A shift worker is defined as a person working on a regular, scheduled rotating shift basis and the regular working shift will average forty (40) hours per week and shall include a thirty (30) minute paid lunch period taken when possible so that it does not conflict with any plant operation.
- (b) The shift work schedule shall be posted seven (7) days in advance except in cases of emergency. After the schedule has been posted for seven (7) days, no premium will be paid for the first shift of the new schedule.
- (c) When a shift worker's schedule is changed by the Company from that shown on the posted work schedule with less than seven (7) days' notice, the employee will be paid double time for the first shift of the new schedule. A change of schedule is a change whereby the starting time is altered by four (4) hours or more or the days off are changed. When a shift worker is changed to a regular day worker classification, or to regular day work on a temporary basis, which exceeds seven (7) days, the employee will not be entitled to the premium under this clause and thereafter will be governed by the provisions for day workers contained in this Agreement.
- (d) Should a shift worker be scheduled to work back to back rotating shift weeks with no day off between the shifts, the first shift of the second week will be paid at double time.
- (e) Notwithstanding Section 11.03 (c) shift workers will not be paid a change of schedule premium when the employee receives a permanent posting to a different Job Classification.

11.04 Clerical Workers

- (a) Office workers are defined as Clerical Staff. Existing schedules shall not be changed except by agreement between the Company and the Union.
- (b) Hours of work for Clerical Staff, shall be as per the following schedules with the exception of Dispatchers and Clerk Warehousepersons:
  - 1) The regular and normal daily working hours shall be an eight and one-half (8 ½) hour period between the hours of 07:00 and 17:00 with one-half (½) hour off for lunch.
  - 2) With the exception of skeleton staffing described in sub 3), employees will observe fifteen (15) EDO's on dates mutually agreed with the Supervisor.

- 3) In order to maintain service to the Company's customers, a skeleton staff will be required during the days mentioned in sub 2) at the affected Terminals.

- 4) Existing Teamsters Clerical Staff and other Teamsters bargaining unit employees, hired prior to February 1, 1994 who transfer into the Clerical classifications, may elect on a one-time basis to exchange thirty-seven and one-half (37½ ) hours pay plus fifteen (15) paid EDO's for forty (40) hours of work in a week, with forty (40) hours pay for forty (40) hours of work in a week. This election is irrevocable. New employees hired as Clerical staff shall receive forty (40) hours pay for forty (40) hours of time worked in a week.

11.05 Temporary Workers

- (a) A temporary worker is defined as a person working on an as needed basis.
- (b) When temporary workers assigned to a regular schedule for a period of one (1) week or more are requested to work other than their regular schedule and have not been given twenty-four (24) hours notice of such change, the worker shall be paid at the rate of double time for the first shift worked on their new schedule.
- (c) For the purpose of vacation relief, the temporary workers appointed to cover off shift workers vacation, will only receive this premium once during the vacation schedule (provided such relief is for periods in excess of one (1) week's duration).

- 11.06 An employee scheduled to work days, who performs work between the hours of 24:00 and 04:00, shall not, except in cases of abnormal operational difficulties, be required to report for their normal scheduled hours of work, within eight (8) hours of completing such work. Employees with shifts scheduled to start within four (4) hours of completing such work, may choose to remain at work and complete the time needed to match the length of their originally scheduled shift, provided operational needs are satisfied. The employee will not lose any time or pay because of this provision. The employee shall notify their Supervisor prior to leaving the Plant if they will not be reporting for their normally scheduled hours of work.
- 11.07 Employees may request to exchange shifts or days off by individual arrangements provided:
- (a) Written consent of Supervisor is obtained in advance.
  - (b) No additional cost or penalty shall be paid by the Company.
- 11.08 For purposes of vacation relief, the employees appointed shall have their names listed on the bulletin board.

## **ARTICLE 12 - OVERTIME**

12.01 If an employee is worked beyond the regularly established hours of work, then any hour or part of an hour in excess of the normal hours of work which an employee is required to be on duty shall be considered overtime and will be paid at the rate of double time.

12.02 The Company shall pay two times the employee's regular rate:

- For work performed on an employee's day of rest.
- For work performed on Recognized Holidays as defined in Article 13.
- For contiguous work performed in excess of regularly scheduled hours.

In the interpretation of scheduled days of rest, Monday will be considered the first day of the week. Notwithstanding, days of rest will be contiguous.

12.03 Employees called out to perform work which is not contiguous with their regular shift will be paid for a minimum of four (4) hours at their regular rate or at the rate of double time for the hours so worked, whichever is greater.

12.04 Under no combination of circumstances will more than double time be paid for work performed, except in 12.03 above.

12.05 The Company will endeavour to keep overtime to a minimum. When overtime work is necessary it shall be distributed as fairly and impartially as possible among employees who are qualified to perform such work.

12.06 Where overtime is required in clerical positions, the said overtime shall be given to the incumbent in the clerical position in which the overtime is to be worked. This shall not limit Management in calling additional employees to complete the required overtime within the scheduled period.

## **ARTICLE 13 - HOLIDAYS**

13.01 (a) The following holidays will be observed and all employees will be entitled to receive eight (8) hours straight time for each of the listed holidays.

Office staff will be entitled to receive 7½ or 8 hours straight time for each of the listed holidays, in accordance with Appendix III (4).

- (l) New Year's Day  
FOR DAY WORKERS - January 1<sup>st</sup> (Except if Saturday or Sunday)

FOR SHIFT WORKERS - January 1<sup>st</sup>

FOR OFFICE WORKERS - Same as day workers

- (2) Good Friday  
FOR DAY WORKERS - On the day proclaimed by  
Governmental Authorities.

FOR SHIFT WORKERS - Same as day workers  
FOR OFFICE WORKERS - Same as day workers

- (3) Victoria Day  
FOR DAY WORKERS - On the day proclaimed by  
Governmental Authorities.

FOR SHIFT WORKERS - Same as day workers  
FOR OFFICE WORKERS - Same as day workers

- (4) Canada Day  
FOR DAY WORKERS - July 1<sup>st</sup> (Except if Saturday or  
Sunday)

FOR SHIFT WORKERS - Same as day workers  
FOR OFFICE WORKERS - Same as day workers

- (5) Labour Day  
FOR DAY WORKERS - The first Monday in September

FOR SHIFT WORKERS - Same as day workers  
FOR OFFICE WORKERS - Same as day workers

- (6) Thanksgiving Day  
FOR DAY WORKERS - On the day proclaimed by  
Governmental Authorities

FOR SHIFT WORKERS - Same as day workers  
FOR OFFICE WORKERS - Same as day workers

- (7) Remembrance Day  
FOR DAY WORKERS - November 11<sup>th</sup> (Except if Saturday  
or Sunday)

FOR SHIFT WORKERS - November 11<sup>th</sup>  
FOR OFFICE WORKERS - Same as day workers

- (8) Christmas Day  
FOR DAY WORKERS - December 25<sup>th</sup> (Except if Saturday

or Sunday)

FOR SHIFT WORKERS - December 25<sup>th</sup>  
FOR OFFICE WORKERS - Same as day workers

- (9) Boxing Day  
FOR DAY WORKERS - December 26<sup>th</sup> (Except if Saturday or Sunday)

FOR SHIFT WORKERS - December 26<sup>th</sup>  
FOR OFFICE WORKERS - Same as day workers

- (10) British Columbia Day  
FOR DAY WORKERS - The first Monday in August

FOR SHIFT WORKERS - Same as day workers  
FOR OFFICE WORKERS - Same as day workers

The Company agrees to provide the Union with an eleventh (11<sup>th</sup>) and twelfth (12<sup>th</sup>) Statutory Holiday to be observed by employees on a date to be mutually agreed to by the parties. Should either the Provincial or Federal governments legislate a new Statutory Holiday, the parties to this Agreement agree that this twelfth Statutory Holiday shall be taken to observe any new Statutory Holiday declared by legislation.

If any of the following days: January 1, July 1, November 11<sup>th</sup>, December 25<sup>th</sup>, December 26<sup>th</sup>, fall on a Saturday or Sunday and no other day has been proclaimed for its observance, then it will be observed, by Day Workers and Office Workers only, on a working day within a week on which the holiday date falls. Shift Workers will adhere to the schedule above.

- (b) An employee will not be paid holiday pay if:
- (1) The employee does not report for work the day or shift preceding or following a holiday, without justifiable reason.
  - (2) The employee does not report for work on the holiday the employee is scheduled to work, without justifiable reason.
  - (3) The employee is on leave of absence.

13.02 All employees will be entitled to bank up to forty (40) hours worked on statutory holidays per year. The taking of the banked statutory holiday time

will be at a time mutually agreeable to the employee and the Company. The banking shall consist of time and monies.

- 13.03 The Company agrees that only such employees as are, in the opinion of the Company, necessary to perform the business of the Company shall be required to work on holidays.

#### **ARTICLE 14 - VACATIONS**

- 14.01 The Company agrees to give vacations to employees at their regular hourly rate of pay in accordance with the following schedule:
- (a) Three (3) weeks vacation after one (1) continuous year of Company service and annually thereafter.
  - (b) Four (4) weeks vacation commencing in the calendar year during which the employee completes ten (10) years of continuous Company service and annually thereafter.

- (c) Five (5) weeks vacation commencing in the calendar year during which the employee completes eighteen (18) years of continuous Company service and annually thereafter.
- (d) Six (6) weeks vacation commencing in the calendar year during which the employee completes twenty-five (25) years of continuous Company service and annually thereafter.

- 14.02 The Company shall post a vacation calendar for the benefit of employees.
- 14.03 Employees may express their preference for the time of their vacation and due consideration will be given, and where possible, their wishes will be granted, but vacations must be taken at times most conducive to the efficient operation of the Plant, and as scheduled by the Company.  
  
If a dispute arises, vacation periods will be allocated on the basis of seniority.
- 14.04 Where a Holiday is observed by the Company during an employee's vacation period, the employee shall be entitled to one (1) additional day's vacation. This additional day is to be taken at a time mutually agreed upon by the Company and the employee.
- 14.05 Where an employee becomes disabled as a result of sickness or accident, prior to commencement of such employee's vacation period, and such disability extends into the vacation period, the vacation may be postponed and upon recovery, another period assigned.
- 14.06 Vacations are not cumulative. Vacations cannot be substituted or exchanged without permission of the Company, nor can they be waived in order to draw double pay.

**ARTICLE 15 - SENIORITY AND PROMOTION**

- 15.01 Employees will be considered to be on probation and will not be placed on the seniority list until they have been employed one hundred and twenty (120) days of accumulated service with the Company and have been accepted as medically fit by the Company Doctor during such period. Seniority shall be earned as follows: count full weeks as seven (7) days and less than full weeks as single days.
- 15.02 The Company will establish and maintain a current list showing the seniority of each employee. It shall be posted and revised every six (6) months with copies forwarded to the Union.

Employees shall only be allowed to question any discrepancies from the

previous seniority list within thirty (30) days of the list being published.

- 15.03 Seniority shall accumulate for up to a maximum of six (6) months during an authorized, unpaid leave of absence granted under article 28.01. No seniority shall accumulate to an employee during periods of lay-off.

All seniority shall be lost for the following reasons:

- (a) Voluntary resignation.
- (b) Discharge without reinstatement under the Disputes and Grievance Procedure.
- (c) Extension of lay-off beyond twelve (12) consecutive months, or
- (d) Fails to report to work within five (5) working days after being recalled from lay-off.

Employees who are promoted to a job classification not covered by this Agreement shall maintain seniority while so employed to a maximum of six (6) months. Such employees shall continue to pay dues and assessments as specified by the Union. If such employees are released from excepted employment within the specified six (6) month period, they may, within thirty (30) days of such release, exercise their seniority rights to the job classification and location from which they came.

- 15.04 When reducing forces, employees with the greatest recognized seniority and with the qualifications to perform the work will be retained. Employees whose Job Classification is abolished, or who are displaced/laid off shall be entitled to exercise their seniority rights within thirty (30) days, displacing employees of lesser seniority provided they have the qualifications to perform the work. The Company will provide a six (6) week training period for the employee to satisfactorily perform all aspects of the position when displacing an employee of lesser seniority. Exceptions to this provision are the Driver, Maintenance Technician, Dock Utility and Scheduler positions, as qualifications will be a prerequisite.

Employees laid off on account of lack of work shall be re-employed in order of seniority, whenever suitable employment is available. Employees who fail to report to work within five (5) working days after being recalled from layoff shall be deemed to have resigned as a result of lay off. The employee concerned shall notify the Company of any change of address during the layoff.

Any employee who is laid off and subsequently not re-hired under the recall provisions of the Collective Agreement, or resigns as a result of the lay off,

shall be entitled to severance pay equivalent to two (2) weeks' pay, plus two (2) weeks' pay for each complete year of service. Severance pay for a partial year of service will be calculated on a prorated basis. The formula provides a minimum severance payment of four (4) weeks pay for employees with one completed year of service. The payment resulting from this formula will be multiplied by 1.15.

15.05 No employee may change job positions through the posting procedures more than twice in any twelve (12) month period. Any subsequent postings to be reviewed by the Union and Management.

15.06 In selecting employees for promotion within the bargaining unit or transfer to another position covered by this Agreement, the Company will take into consideration the ability, qualification and performance of employees. When ability, qualifications and performance of employees under consideration are relatively equal, preference will be given to the employee with the greatest seniority.

The Company will provide a six (6) week training period to the successful applicant, for the employee to satisfactorily perform all aspects of the position. Exceptions to this provision are Drivers, Maintenance Technician and Dock Utility positions, as qualifications will be a prerequisite.

- (a) Job Posting - Vacancies in regularly-assigned job classifications will be bulletined and posted for ten (10) days and the successful applicant advised within thirty (30) days of the vacancy occurring. Vacancies in new job classifications of indefinite duration need not be bulletined until the expiration of thirty (30) days from the date created.
- (b) The bulletin will show a general job description, rate of pay, hours of work and be posted for ten (10) days in a place accessible to all employees affected. Copies of all bulletins issued under this rule shall be furnished to the Union.
- (c) Employees desiring such positions shall, within the ten (10) day period specified above, forward to the designated officer their application, in which they will clearly set forth their qualifications for the job.
- (d) The Company shall have the right to move Clerical Staff within the Clerk I/II Classification to other positions within this classification whether due to vacancy, new position or for training purposes. Clerical Staff shall be entitled to bid for new positions or vacancies within the Clerk III, IV and V Classifications.
- (e) In the case of temporary assignments due to sickness, leave of

absence or injury which extend beyond sixty (60) days, the Company agrees to provide employees the opportunity to fill those temporary assignments on the basis of seniority with the employee given one opportunity only of refusal on each of the aforementioned temporary assignments. Upon return of the incumbent, the employees filling the temporary assignment will be returned to their posted position.

- (f) Subject to the exceptions listed in the second paragraph of this clause, employees, for the purpose of vacation relief shall be afforded the opportunity by seniority to sign up indicating their preference. Employees who are not trained for the position they select shall be trained by the Company and be required to remain on the vacation relief list for a period of two years. Employees who are presently trained will only be required to remain on the vacation relief list for a period of one year. Employees who elect to provide vacation relief under this clause shall not be allowed to refuse the relief assignment.

15.07 The Company shall give six (6) months notice of a plant closure to the employees.

#### **ARTICLE 16 - VEHICLE AND EQUIPMENT SAFETY**

16.01 The employee will report in writing to the Supervisor promptly but not later than the end of his shift all safety or mechanical defects on the equipment which he has operated during the shift.

16.02 The Company will determine the serviceability of the equipment and direct such repairs as are necessary to conform with the safe and efficient operation of that equipment. In the event the repairs cannot be effected, the equipment will be so identified and kept out of service.

#### **ARTICLE 17 - SETTLEMENT OF DISPUTES AND GRIEVANCES**

17.01 The Company and the Union are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. Grievances must be submitted within fifteen (15) days from the date of the alleged occurrence. In the case of payroll errors the time limit will be sixty (60) days. A means is therefore provided for the settlement of problems, disputes, complaints or grievances arising out of the terms of this Agreement, both in an orderly manner and without stoppage of work in accordance with the procedure set out in this Article. It is further agreed that nothing in this Agreement shall be deemed to take away the right of any individual employee to present any of the employee's personal grievances directly to the Company.

17.02 Employees may be held out of service with pay pending investigation of the

charges against them. Investigation will be held as quickly as possible and employees will be notified of the charges against them one day in advance of the formal hearing.

17.03 Section 17.02 shall not be construed to mean that a proper representative of the Company who may be at the plant when the cause of investigation occurs shall be prevented from making an immediate investigation.

17.04 Should the employee who was suspended or dismissed be found blameless, the employee will be reinstated with the payment made to cover all regular time lost as a result of such suspension or dismissal.

17.05 The employee or employees concerned, in person or with a Shop Steward in attendance, shall first seek to settle the dispute with the immediate Supervisor.

If the matter is still unresolved and the employee wishes to file a grievance within the time limits stipulated in Article 17.01, then the employee will follow the procedures outlined below.

17.06 **Step 1 - Meeting with the Supervisor**

The employee, accompanied by a Shop Steward, will meet and present their grievance in writing to their Supervisor.

The Supervisor will give a decision, in writing, to the employee and Shop Steward within seven (7) days following the meeting.

**Step 2 - Meeting with the Terminal Manager**

Failing a satisfactory settlement within ten (10) office working days of the date of the written reply in Step 1, a meeting will be held consisting of the Terminal Manager or alternate, Human Resources Representative, and the Union, which may include an Officer of the Teamsters.

The Terminal Manager or their appointed Representative will state their decision in writing not later than ten (10) office working days after meeting with the Union.

Failing a settlement after following Step 1 and Step 2 of this grievance procedure, then at the request of either party to this agreement, the grievance shall be referred to arbitration within thirty (30) days of the date of the Company decision.

**Step 3 -** The arbitration procedure shall be invoked only at the written

request of either party hereto. A Board of Arbitration will then be set up consisting of three people, one selected by the Company, one selected by the Union, and a third party agreed upon by both parties. Where the parties mutually agree, a single arbitrator may be appointed rather than a Board of Arbitration. No person may be appointed as an arbitrator or nominee who has been involved in any attempt to negotiate or settle the grievance. In the event of failure to agree upon a third person or single arbitrator, the Minister of Labour of the Province of British Columbia shall be asked to act as, or at the Minister's discretion, appoint a third person to act as Chairperson of the Board or a single arbitrator. Where a Board of Arbitration is involved, the Chairperson shall be entitled to vote and the majority vote of the Board as thus constituted shall be final and binding upon the parties hereto. Each of the parties will bear the expense of the Nominee appointed by it, and the parties will jointly bear the expense of the Chairperson.

The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter or modify or amend any portion of this Agreement.

## **ARTICLE 18 - SAFETY & HEALTH**

- 18.01 The Company and the Union agree to establish a Health and Safety Committee comprised of employees and Management personnel. Such committee and the necessary procedures will be worked out at the local level during the life of this Agreement.

- 18.02 All relevant information known to Company Management concerning the identity of chemicals manufactured or used in any process at the facility will be provided to the Health and Safety Committee. The Committee shall also be advised of health and safety hazards known to be associated with such chemicals and of the precautions to be taken in the use or handling of same.
- 18.03 The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. Such protective devices and wearing apparel as the Company requires to be worn and such other equipment as is, in the opinion of the Company, necessary to protect the employees from injury, shall be provided by the Company.
- 18.04 When "dirty" work has to be performed such as cleaning tanks or tank cars, clothing, such as Neoprene suits, and breathing apparatus will be provided by the Company.
- 18.05 In the event of a truck accident, the drivers shall have the right to choose another driver to appear with them at whatever investigation procedure is necessary.
- 18.06 The Company agrees to provide where necessary, and maintain a lunchroom, lockers and reasonable wash room and sanitary facilities. The Union agrees that it will co-operate fully with the Company in the maintenance and cleanliness of these facilities.
- 18.07 The Company will provide adequate first aid facilities and medical supplies in accessible parts of the plant, and will encourage and foster qualified first aid instruction for the employees.
- Employees to be trained as First Aid attendants shall be selected by the Health Advisor.
- The Company shall pay for all courses, books, equipment and examination fees which are necessary in order to qualify as a First Aid attendant.
- An employee shall be paid normal wages while attending a First Aid course and writing examination.
- 18.08 The Union agrees to provide full moral support in the safety and health campaigns that will be a continuous part of the relations between the Company and its employees.
- 18.09 When employees meet with personal accidents or injuries while on the job which requires first aid or hospitalization and employees cannot complete the work day, they shall be paid their full day's wages for the day of the accident

or injury.

- 18.10 There shall be a designated time for monthly inspection and re-ordering supplies.

## **ARTICLE 19 - VEHICLE ACCIDENTS**

- 19.01 The Company agrees to pay employees their basic hourly rate (exclusive of any premium) for all time necessarily spent on authorized business of the Company, including attendance at Court on behalf of the Company or its insurer.
- 19.02 If the employee is involved in a motor vehicle accident while operating a Company vehicle and as a result is prosecuted pursuant to applicable provincial legislation, then the Company will, provided there is no conflict of interest between the Company and the employee and provided there is a reasonable probability of the Company becoming involved in court action as a result of the accident, supply the employee at the Company's expense with legal counsel to represent him both at the hearing of the prosecution and in any civil action instituted against the employee as a result of the accident.

## **ARTICLE 20 - JURY DUTY AND WITNESS DUTY**

- 20.01 The Company shall continue the regular pay of an employee whose absence is due to serving compulsory Jury Duty or subpoenaed to attend court. Employees must make themselves available for work when not required to be in attendance at Court.

## **ARTICLE 21 - BULLETIN BOARDS**

- 21.01 The Company agrees to grant permission for the use of a Bulletin Board for posting of Union notices and Union business, provided such notices are first submitted to and approved by the local Management of the Company. Such permission shall not be unreasonably withheld.

## **ARTICLE 22 - JOB SECURITY**

- 22.01 It is agreed that from, and after, the date of the execution of the Agreement, Job Security shall be governed by Appendix II attached hereto.

## **ARTICLE 23 - BEREAVEMENT LEAVE**

- 23.01 In the event of death in the immediate family, and upon a request, an employee will be granted time off up to five (5) working days. This time off will be paid by the Company at the employee's regular rate. An additional two (2) days may be granted for travel at the discretion of the supervisor.
- 23.02 Immediate family shall be defined to include spouse, common law spouse, child, step-child, mother, father, brothers, sisters, grandparent, grandchild, or the equivalent in-law.

23.03 In the case of death of a relative other than in 23.02 including relatives by marriage, the employee shall be entitled to Bereavement Leave of one (1) working day with full pay to attend the funeral and assist with related personal matters.

- 23.04 If the employee is notified of the death while the employee is working, the employee shall be excused from, and paid for, the balance of that working day.
- 23.05 Upon giving twenty-four (24) hours notice, an employee may be given time off without pay to attend a funeral provided that it is not inconsistent with the efficient operation of the business.

#### **ARTICLE 24 - MATERNITY, PARENTAL AND FAMILY LEAVE**

- 24.01 Employees are entitled to the maternity and parental leave provisions of current legislation and Company policy. It is intended that Company policy will apply where it is more favourable than the legislation. Seniority shall accumulate during maternity and parental leave.

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care, or
- (b) the care or health of any other member of the employee's immediate family.

#### **ARTICLE 25 - EMPLOYEES' DUTIES**

- 25.01 All employees will obtain and keep in good standing, during the term of the agreement, all provincial licences required to evidence their qualifications to operate Company vehicles assigned to them.

#### **ARTICLE 26 - BENEFITS**

- 26.01 Employees covered by this Agreement shall receive employee benefits, particulars of which are set out in the published plans of the Company, which plans are subject to revision or amendment from time to time. The Company expressly reserves the right to revise or amend such plans and agrees to keep the Union informed.

#### **ARTICLE 27 - PICKET LINES**

- 27.01 It shall not be a violation of this Agreement, cause for discharge or other disciplinary action if employees refuse to cross a picket line which has not been declared illegal by a Court of Jurisdiction.

#### **ARTICLE 28 - LEAVE OF ABSENCE - WITHOUT PAY**

- 28.01 Individual employees, after one year's continuous service and with the

Company's consent in writing, may obtain Leave of Absence without pay not exceeding one month per year or Company policy, whichever is more favourable, when in the immediate supervisor's opinion, conditions warrant it. The employee's request must be in writing.

## ARTICLE 29 - NOTICE

29.01 Any notice by either party to the other may be given by prepaid registered mail addressed in the case of the Company to:

Petro-Canada Inc.  
P.O. Box 70  
Port Moody, British Columbia  
V3H 3E1  
ATTENTION: Terminal Manager

and addressed in the case of the Union to:

Teamsters Local Union No. 213  
490 East Broadway  
Vancouver, British Columbia  
V5T 1X3

## ARTICLE 30 - DURATION

30.01 This Agreement shall run from February 1, 2005 to January 31<sup>st</sup>, 2008 and thereafter from year to year unless notice of amendment or termination is given by either party not less than three months but not more than four months prior to the expiration of this Agreement or any renewal thereof.

The parties agree that all other provisions of this Collective Agreement taking effect upon the date of ratification will remain effective up to and including January 31, 2008. Furthermore, prior to January 31, 2007, representatives of Teamsters Local 213 and Petro-Canada will meet to negotiate a wage increase only, for the third year of the Collective Agreement, namely February 1, 2007 to January 31, 2008.

This Agreement shall also remain in full force and effect from year to year thereafter unless either party gives notice per Article 30 of its desire to terminate this Agreement or enter into negotiations for the purpose of amending the Agreement.

## ARTICLE 31 - NOTES

**NOTES:** The Company commits under the progression systems to move employees in the progression schedule based on tenure of the employee. This commitment will determine the level of wage or salary when employees move from one classification to another.

(1) Drivers will progress from Starting Rate to Intermediate Rate and

Intermediate Rate to Senior Rate following six (6) months driving service in each rate category.

- (2) Warehousepersons and Clerk Warehousepersons will progress from Starting Rate to Intermediate Rate and from Intermediate Rate to Senior Rate following six (6) months service in each rate category.
- (3) Dockpersons - Burrard Products Terminal, will progress from Starting Rate to Intermediate Rate and from Intermediate Rate to Senior Rate following six (6) months service in each rate category.
- (4) Clerical Staff will progress from Starting Rate to Six (6) Months Rate and from Six Months Rate to Twelve (12) Months Rate, following six (6) months service in each rate category.
- (5) New employees are hired at the lowest rate for their respective classification.
- (6) Rates are adjusted on the day on which the anniversary occurs.
- (7) Conditions of Employment - For drivers at Burrard Terminal shall be licensed as required by the Minister of Transport.
- (8) Barge unloading will be performed by members of the bargaining unit.

## **ARTICLE 32 - SIGN-UPS/BIDS**

### **32.01 TRUCKS ANNUAL SIGN-UPS**

Trucks Annual Sign-up shall be conducted once per year. The notice and form to be posted December 1<sup>st</sup> and to be removed December 7<sup>th</sup>. New postings to be made by January 15<sup>th</sup> to take effect the 1<sup>st</sup> Monday in February. No shift change premium shall be paid as a result of the sign-ups.

### **32.02 TRUCKS PERIODIC BIDS**

If a driver vacancy occurs on a truck due to termination, resignation, retirement or transfer, the position is to be filled by a truck bidding procedure within the Union. Notice will be posted immediately and will be left open for one week. The most senior driver who bids on the vacancy will receive the position on that shift and truck. The driver will fill this position as soon as the operations permits but before one week expires. The new vacancy will then be posted and filled and each opening will be posted and filled until no driver bids on a new position which will then be filled by the new driver. No shift change to be paid.

32.03 **DOCK BIDS**

Notice and form to be posted December 1<sup>st</sup> and to be removed December 7<sup>th</sup>.  
New posting to be made January 15<sup>th</sup> to take effect the 1<sup>st</sup> Monday in February. No shift change premium shall be paid as a result of the sign-ups.  
Dockpersons have the option of bidding on shift work or day shift. If no bidding for one or the other, positions will be filled by seniority.

**ARTICLE 33 - CONTRACTING OUT**

33.01 The Company and the Union recognize the need for Contracting Out in the Distribution and Lube Operations. All Contracting Out as of February 1<sup>st</sup>, 1990 is exempt from this clause. Barging Operations, major reassignment of product delivery points, utilization of less than 40% of the Company equipment shall also be exempt from the following provision. The Company agrees that it will not contract bargaining unit work if, as a result, a bargaining unit employee is laid off from, or not recalled to active duty within the bargaining unit, as it applies to regular full time employees.

Executed at \_\_\_\_\_, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

\_\_\_\_\_  
H. Armoogum

M. Levinson

\_\_\_\_\_  
B. Querenguesser

D. Rosenlund

\_\_\_\_\_  
M. Humphries

M. Steele

\_\_\_\_\_  
S. Groves

K. Harrison

**APPENDIX I**

Attached to and forming part of an agreement between Petro-Canada (Distribution and Lubricants) and Teamsters Local Union No. 213.

**RATES PER HOUR**

<b>CLASSIFICATION</b>	<b>EFFECTIVE FEB 1/05</b>	<b>EFFECTIVE FEB 1/06</b>
<b>DRIVERS</b> Senior Intermediate Starting	\$28.87 \$26.16 \$24.74	\$29.74 \$26.94 \$25.48
<b>SHIPPER</b> Six Months Starting	\$28.87 \$26.16	\$29.74 \$26.94
<b>CLERK WAREHOUSEPERSON</b> Senior Intermediate Starting	\$27.96 \$26.05 \$24.89	\$28.80 \$26.83 \$25.64
<b>DOCKPERSON</b> (Burrard Products Terminal) Senior Intermediate Starting	\$28.87 \$26.16 \$24.74	\$29.74 \$26.94 \$25.48
<b>WAREHOUSEPERSON</b> Senior Intermediate Starting	\$26.66 \$24.87 \$23.85	\$27.46 \$25.62 \$24.57
<b>BARGE UNLOADER</b> <b>(at Nanaimo)</b> Senior Intermediate Starting	\$26.66 \$24.87 \$23.85	\$27.46 \$25.62 \$24.57
<b>PUMPPERSON</b>	\$28.87	\$29.74
<b>GAUGER/RECEIVER</b> Senior Intermediate Starting	\$27.53 \$25.49 \$23.85	\$28.36 \$26.25 \$24.57
<b>MAINTENANCE SPECIALIST</b>	\$28.87	\$29.74
<b>MAINTENANCE TECHNICIAN</b> (Trades Ticket Required)	\$32.93	\$33.92

<b>MAINTENANCE ASSISTANT (at Nanaimo)</b>	\$28.20	\$29.05
Shift Differentials		
16:00 - 24:00	\$ 1.40	\$1.44
24:00 - 08:00	\$ 1.91	\$1.97

**APPENDIX I - CONTINUED**

CLERICAL STAFF

<b>CLASSIFICATION</b>	<b>EFFECTIVE FEB 1/05</b>	<b>EFFECTIVE FEB 1/06</b>
<b>Clerk I/II</b>		
Twelve Months	\$22.27	\$22.94
Six Months	\$19.27	\$19.85
Starting	\$16.21	\$16.70
<b>Clerk III</b>		
Twelve Months	\$24.92	\$25.67
Six Months	\$23.52	\$24.23
Starting	\$22.13	\$22.79
<b>Clerk IV</b>		
Twelve Months	\$27.57	\$28.40
Six Months	\$26.19	\$26.98
Starting	\$24.80	\$25.54
<b>Clerk V/Scheduler</b>		
Twelve Months	\$29.69	\$30.58
Six Months	\$28.58	\$29.44
Starting	\$27.46	\$28.28

Temporary clerical relief in any classification shall be filled from within the existing clerical staff at that location by sign up and seniority. If the position cannot be filled at that location, the Company may fill the job from outside that location.

## **APPENDIX II - JOB SECURITY**

In view of the interest and concern of the parties on the impact on manpower and conditions of employment resulting from technological changes and automation it is recommended that the parties utilize to the best advantage of the Company and the Employees all scientific improvements and establish a Committee to be known as the Committee on Automation consisting of equal representation by the Employer and Union.

Pending the implementation of recommendations made by the above Committee on Automation, or the expiration of this agreement, whichever event shall first occur, the following provisions shall apply:

- (a) The Company shall notify the Union six (6) months in advance of intent to institute changes in working methods or facilities which will involve the discharge or lay-off of any employee who was employed by the Company on the 1<sup>st</sup> day of February, 2002.
- (b) The Company in co-operation with Government agrees to participate in every way possible in training and retraining any employee.

## **APPENDIX III - TOTAL LOSS MANAGEMENT/DUE DILIGENCE**

### **Capability Development Discussions:**

All employees will have annual capability and development reviews with their respective supervisors.

### **Ongoing Verification**

- (a) Employees will undergo a verification of their skills every three (3) years. The verification will be consistent with all employees.
- (b) Employees will be given advance notice prior to undergoing any review as to timing and content.
- (c) Training and upgrading will be provided to ensure the employees can meet the ongoing job requirements.

## LETTER OF UNDERSTANDING NO. 1

**BETWEEN:** **PETRO-CANADA**  
**(DISTRIBUTION AND LUBRICANTS)**  
acting with respect to its Lubricants  
and Distribution Terminals in British Columbia at the following  
locations:

Nanaimo, Burnaby, Kamloops.

(hereinafter referred to as the "Company")

**AND:** **TEAMSTERS LOCAL UNION No. 213,**  
490 East Broadway,  
Vancouver, B.C. V5T 1X3

(hereinafter referred to as the "Union")

1. When an employee is required to work at least two (2) hours beyond their normal work hours, the Company will supply the employee with a meal. Additional meals will be provided every four (4) hours thereafter as long as the work is continued.

Where it is impractical to provide the employee with a meal, the employee will be paid \$12.50 in lieu of the meal.

The above provisions shall not apply when an employee has received 24 hours notice or greater of the overtime to be worked.

2. When a members of the bargaining unit is assigned to fill a supervisory position for relief purposes, the said employee shall be entitled to a premium of two dollars and fifty cents (\$2.50) per hour, or a premium of two dollars and fifty cents (\$2.50) per hour over the highest rate supervised, whichever is greater.

DATED at \_\_\_\_\_, B.C., this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

