

**COLLECTIVE AGREEMENT**

**BETWEEN**

**CHEVRON CANADA LIMITED**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**February 1<sup>st</sup>, 2007 - January 31<sup>st</sup>, 2010**

**DON MCGILL  
Secretary-Treasurer**

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THIS AGREEMENT is made and entered into this            day of            , 2007.

**BETWEEN:**            **CHEVRON CANADA LIMITED**  
1500 - 1050 West Pender Street  
Vancouver, Province of British Columbia;  
  
(hereinafter referred to as the "Company")

PARTY OF THE FIRST PART

**AND:**            **TEAMSTERS LOCAL UNION No. 213,**  
affiliated with the International  
Brotherhood of Teamsters, of the  
City of Vancouver, Province of  
British Columbia;  
  
(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

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:

### **Article 1:00 - Interpretation**

- 1:01            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.
- 1:02            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.
- 1:03            For the purpose of this Agreement, Terminal Management refers to any one, or all of the following: Supervisor, Terminal Operations; Terminal Supervisor; or their respective delegates.

### **Article 2:00 - Union Recognition**

- 2:01            The Company recognizes the Teamsters Local Union 213 as the sole collective bargaining agency for those employees coming within Orders of

Certification, dated January 30, 1973 and July 4, 1963 as varied by Labour Relations Board September 19, 1978 to consolidate the same.

### **Article 3:00 - Union Security**

- 3:01 It is agreed that all Bargaining Unit employees on the Company's respective payroll as of the date of this Agreement are members of the Union in good standing and shall, as a condition of employment, remain members in good standing for the duration of this Agreement.
- 3:02 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.
- 3:03 If, during the term of this Agreement, a problem should arise with respect to Union Security, as a result of transfers or new hires, the Company and the Union will resume bargaining on the matter of Union Security. If the parties fail to resolve the problem within thirty (30) days of commencing negotiations, the matter will be referred to a Board of Arbitration as provided in Article 7:00 of this Agreement.
- 3:04 The Company will honour any employee's individual written assignment of wages to Teamsters Local Union 213 to cover initiation fees, regular monthly dues and assessments of the Union so long as such assignments remain in force.
- 3:05 It is understood that dues are payable monthly in advance. Dues shall be deducted from the second pay of the month previous to the month for which they are applicable. Such deductions shall be forwarded to the Union not later than the last business day of the month in which deductions are made.
- 3:06 The Company shall keep on its premises an up-to-date list of all its employees covered by this Agreement, showing the date when each commenced employment within the bargaining unit and their status (Regular Full-Time or Casual). The Company will forward a copy of such list to the Union at least once every six (6) months.
- 3:07 During the term of this Agreement, the Company will not sub-contract bargaining unit work if, as a result of such sub-contract, a bargaining unit employee in the active employ of the Company is laid off from the bargaining unit or not returned to the active payroll.

- 3:08 (a) It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of his/her duties, to refuse to cross a legal picket line recognized by the Union.
- (b) The Union shall notify the Company as soon as possible of the existence of such recognized legal picket lines.

#### **Article 4:00 - Shop Stewards**

- 4:01 The Company shall recognize two (2) Shop Stewards and two (2) Assistant Stewards, all of whom shall be members of the bargaining unit. These numbers may be varied by mutual consent. The Union will notify the Company, in writing, of the names of the Shop Stewards and Assistant Stewards.
- 4:02 During regular working hours, Stewards will be allowed a reasonable time from their regular jobs at regular rates of pay to attend to Union business within their respective place of employment. The Union agrees that this privilege will not be abused.
- 4:03 Before leaving his/her job a Steward must obtain permission from his/her Supervisor. The Steward will also report to his/her Supervisor when he/she returns to his/her regular duties.
- 4:04 The approval of the Terminal Management or the Plant Supervisor or Manager or Foreman, as the case may be, must be obtained before an off-duty Steward or Assistant Steward may enter the respective place of employment to attend to Union business.
- 4:05 The Union shall be notified, in writing, if a Steward is discharged for cause.
- 4:06 The Union agrees that it will not hold meetings at any time on the Company's premises without permission of the Terminal Management or Manager, as the case may be, or their authorized representative.

#### **Article 5:00 - Executive & Stewards**

- 5:01 Upon application of the Union, leave of absence, without pay, in order to engage in the business of the Union, will be granted, provided that:
- (a) Leave under this provision shall not exceed two employees at any one time, nor shall it total more than two (2) weeks per employee, at any one time.
- (b) There are sufficient employees remaining able to perform the work required.
- (c) Wherever possible, notification is to be given one (1) week prior to the date the absence is to be scheduled.

- (d) Such leaves can be granted without additional cost or penalty to the Company.

### **Article 6:00 - Joint Consultation**

6:01 On the request of either party, the parties shall meet at least once every two (2) months until this Agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement.

### **Article 7:00 - Grievance & Arbitration Procedure**

7:01 If, during the term of this Agreement, there should arise any difference between the Parties bound by this Agreement concerning the interpretation, application, operation, or any violation thereof, an endeavour shall be made to settle the difference by negotiations between representatives of the Company and the Union. Where a grievance refers to a particular occurrence or incident other than a payroll error no consideration shall be given to either party unless such grievance is submitted within fifteen (15) days from the date of the alleged occurrence or incident. In the case of payroll errors the time limit will be thirty (30) days. The grievance procedure outlined below will be followed.

7:02 **Step (1)**

The employee with his/her Steward shall present his/her grievance to the Fleet Supervisor, who shall render his/her decision within five (5) regular working days following the day on which the grievance was presented. If settlement satisfactory to the employee is not arrived at, Step (2) may be followed within five (5) regular working days.

7:03 **Step (2)**

The employee shall submit his/her appeal in writing to the Union who will submit it to the Manager - Terminal Operations and his/her delegate, provided that in no event shall such appeal be submitted to the same person as rendered a decision on the grievance pursuant to paragraph 7:02. Within five (5) working days following this presentation, a conference will be arranged between the Company and the Union. The employee or employees involved shall, at the request of either party, attend such conference.

7:04 In the event that the said representatives fail to reach a satisfactory settlement within ten (10) regular working days after the difference was submitted to them, or within such longer time as the Parties agree to, then

either party may refer the matter to an Arbitration Board of three (3) persons, as follows:

- 7:05 The Board of Arbitration will consist of one person appointed by the Company, one person appointed by the Union, and a third person to act as Chairman chosen by the other two members of the Board.
- 7:06 Should the person chosen by the Company to act on the Board and the person chosen by the Union fail to agree on a third person within seven days of their appointment to the Board, then the Minister of Labour of the Province of British Columbia will be asked to nominate a Chairman.
- 7:07 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute new provisions for existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement, save to the extent provided for in Section 89 of the Labour Relations Code of British Columbia.
- 7:08 Each of the parties hereto will bear the expenses of the Arbitrator appointed by it, and the parties will jointly bear the expenses of the Chairman.
- 7:09 Time for submissions and responses to Step 1 and Step 2 of the Grievance Procedure can be extended by mutual agreement, in writing, between the Company and the Union.

### **Article 8:00 - Seniority, Promotions, Transfers, Lay-offs and Re-hires**

- 8:01 Full time employees shall be probationary for the first ninety (90) calendar days after being fully trained by the Company's driver trainer and shall have no seniority rights during that period. The employment of a probationary employee may be terminated at any time during such probationary period for any work related reason. After such probationary period, an employee may attain regular status and his/her seniority shall date back to the date on which he/she was hired as a full-time employee in the bargaining unit.
- 8:02 Seniority shall be lost when:
- (a) an employee resigns;
  - (b) an employee is discharged;
  - (c) an employee with one to five years continuous service is laid off for 180 days and when an employee with more than five years continuous service is laid off for 365 days;
  - (d) a former employee fails to acknowledge a recall notice for regular employment within seven (7) calendar days after date of mailing of notice or will not be available for work within a reasonable period specified by the Company. Those employees affected by a lay-off

shall keep the Company advised of their current address and available telephone number.

- 8:03 The Company in selecting employees for promotion or transfer will take into consideration the ability, qualifications and performance of their employees. When the ability, qualifications and performance of employees under consideration are relatively equal, preference will be given to the employee with the greatest seniority according to the respective seniority list.
- 8:04 An employee transferred from the bargaining unit shall retain his/her seniority held prior to the transfer and shall continue to accumulate seniority up to a maximum of one (1) year for any one (1) transfer, or for such further period or time as the parties shall mutually agree upon.
- 8:05 The Company when laying off its employees shall lay them off in reverse order of their seniority of employment, provided that the retained employees have the required qualifications and are reasonably competent to perform the work available.
- 8:06 When vacancies occur, the Company shall re-hire its laid off employees according to their seniority, provided the re-hired employees have the required qualifications and are reasonably competent to perform the work available.

### **Article 9:00 - Job Postings**

- 9:01 When it becomes necessary to fill a position within the bargaining unit the Company shall post notice of such position in a conspicuous place at the respective place of employment for no less than five (5) calendar days.
- 9:02 Applicants for posted jobs must have their written applications to Human Resources Division no later than the fifth calendar day. Selection will be made from those employees who apply provided they have the ability and qualifications for the position.
- 9:03 When a job within a classification covered by this Agreement becomes vacant due to sickness or injury, the above may be disregarded and the Company may fill the position on a temporary basis.
- 9:04 Sign-up for Vacation Relief shall be posted. Employees signing for Vacation Relief will be scheduled as required by work loads and availability of shifts.

### **Article 10:00 - Layover**

- 10:01 Should an employee in the performance of his/her regular duties be detained away from his/her home base for reasons beyond his/her control,



the employee shall, as soon as possible, contact his/her Supervisor for further instructions. The Company shall pay the employee his/her regular rate for the normal working hours for each day so detained, plus reasonable out-of-pocket expense for room and board.

10:02 Regular overtime provisions will apply.

### **Article 11:00 - Shift Differentials**

11:01 Shift differentials are established to compensate employees for the inconvenience of working shift #2.

11:02 Shift differentials will not be paid to employees whose regular schedule begins before the normal start time or is extended past normal quitting time, unless such extension is relief for a shift employee, or unless such extension is historically shift work.

Shift differentials will be considered as part of "Regular Earnings" when computing pay for benefit purposes.

Shift differentials will not be compounded.

### **Article 12:00 - Overtime**

12:01 All authorized time worked in the following cases shall be considered overtime and paid for at the rate of double the employee's regular rate of pay:

- (a) in excess of the regular scheduled working day;
- (b) on a recognized holiday as defined in Article 16:00;
- (c) where additional days are worked in excess of the normal number of days per pay period.

No overtime is payable when the schedule change is at the employee's request.

12:02 Overtime worked shall be assigned by the Company as fairly and impartially as possible to its respective employees who are qualified to perform such work. An employee who refuses to work overtime will have that time credited as time worked for the purpose of distributing overtime.

12:03 Any employee will receive a minimum of four (4) hours' pay at regular straight time rates when called out:

- (a) to work on a recognized holiday;
- (b) to work on a day not scheduled as his/her work day;
- (c) and reports for work outside the regular working hours on a day on which he/she is normally scheduled to perform work, except that

this minimum four (4) hours pay will not apply when work continues into the employee's regular schedule or is a continuation of the employee's regular shift.

- 12:04 (a) When an employee is asked to change his/her schedule from that shown on the posted schedule with less than seven (7) calendar days' notice he/she will be paid at double time for all hours worked outside the shift hours shown on the posted schedule for the first day of the new shift.
- (b) Article 12.04(a) will not apply in instances where the schedule change is required to fill an unplanned absence of an employee who was scheduled to work and the employee who fills in agrees to the change.

### **Article 13:00 - Meal Allowance**

- 13:01 A meal allowance shall be paid to employees required to work at least two (2) hours overtime after an 11.43 hour shift. Such allowance will be fifteen dollars (\$15.00). After each additional four (4) hours overtime, an additional meal allowance will be paid.

### **Article 14:00 - Wages and Wage Statement**

- 14:01 The Company shall pay wages to every employee covered by this Agreement at the hourly rates contained in Appendix "A" for the various classifications listed therein. Appendix "A" shall be deemed to be contained in and form part of this Agreement.
- 14:02 The term "regular rate", wherever used in this Agreement, shall mean the rate for the employee's regular position as shown in the Appendix.
- 14:03 The Company shall provide every employee covered by this Agreement with its regular itemized statement in respect to payments made to such 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 amounts of wages, and all deductions made therefrom.
- 14:04 Progression increases for service on the job beyond the start rate shall be granted at intervals in accordance with the applicable salary range, and shall be conditional on satisfactory work performance.
- 14:05 If employees start their day's work, they shall not be paid at less than their regular posted rate for the day.

- 14.06 The total amount of Union dues deducted and submitted on behalf of an employee during the calendar year shall be recorded by the Company on each employee's T-4 income tax slip.

### **Article 15:00 - New Classifications**

- 15:01 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.
- 15:02 If an employee is terminated by the Company he/she shall be paid all monies due on the following work day. The monies due will be payable through home office and will be mailed to the employee upon request.
- 15:03 If an employee terminates on his/her own accord, he/she will be paid on the next scheduled pay day or within six (6) days, whichever occurs first.
- 15:04 The Company has the right to discharge any employee for just cause. Employees shall be notified in writing the reason for their dismissal upon the Employee's request.

### **Article 16:00 - Recognized Holidays**

- 16:01 The Company will recognize the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

on the dates determined by the Provincial or Federal Government as the case may be. Employees with thirty (30) days or more of continuous service will be eligible for such holidays. Employees with less than thirty (30) days of continuous service will be eligible for a proportionate share of pay for such holidays.

- 16:02 In addition, the Company will provide to each employee two (2) additional days off with eight (8) hours straight time pay, to be scheduled at the mutual convenience of the Company and the employee.
- 16:03 The Company will also recognize any other Statutory Holiday proclaimed by the Federal or Provincial Government.

16:04 In the event that either the Provincial or Federal Government proclaims an additional Statutory Holiday, the Company may withdraw one of the additional days off with pay provided pursuant to paragraph 16:02.

16:05 Eligible employees will receive a regular working day off, scheduled by mutual agreement between the Company and the employee, with eight (8) hours straight time pay when such holidays fall on their regular scheduled day off.

16:06 Eligible employees will receive eight (8) hours' straight time holiday pay for holidays not worked when such holidays fall on their regular scheduled work days, except that no compensation will be paid to an employee:

- (a) when he/she is on leave of absence or suspension without pay;
- (b) when he/she fails to report for scheduled work on the holiday unless there are extenuating circumstances involved;
- (c) when he/she is absent without permission on his/her scheduled working day before or his/her scheduled working day after the holiday;
- (d) when he/she is absent due to sickness or injury not covered by the Company's benefit plans.

In no event will employees receive more than eight (8) hours pay at straight time rate for holidays observed and not worked.

16:07 Eligible employees who are required to work on a holiday are entitled to double time for time worked unless a higher rate of premium pay would apply, plus eight (8) hours holiday pay, or the employee may elect to bank the eight (8) hours holiday pay and 3.43 hours of straight time regular pay.

16:08 Use of banked time will be pursuant to Article 31:00.

16:09 During a week in which a holiday occurs, overtime will apply where a driver works on a scheduled day off. No overtime is payable when the schedule change is at the employee's request. Drivers working on a holiday will be paid in accordance with Article 16:07 only, notwithstanding any changes in an employee's scheduled day off.

### **Article 17:00 - Vacations**

17:01 Each calendar year regular employees shall be eligible for vacations with pay based on length of continuous service as follows:

1 year or more, but less than 10 years	3 weeks
10 years or more, but less than 18 years	4 weeks
18 years or more, but less than 25 years	5 weeks
25 years or more	6 weeks

For the purpose of calculating vacation time, one week equals 40 hours.

- 17:02 It will not be permissible to waive vacations and draw double pay. Regular vacation pay will be reduced by one-twelfth for each continuous period of thirty days an employee was absent from work, since his/her vacation in the previous calendar year other than while receiving sickness disability benefits under the Company's published plan, or since his/her service date in the case of a first vacation. Any absence for industrial injury or industrial sickness to the date legal compensation ceases, up to a continuous period of one year from date of injury, will be considered as time worked in computing vacation pay.
- 17:03 Vacations will be paid for on the basis of the normal rate paid the employee for his/her regular classification.
- 17:04 Vacations shall be granted and taken annually and cannot be accumulated.
- 17:05 The time for each such vacation shall be designated by the Company for its employees. Subject to operating requirements, the Company will give consideration to rotation plans desired by the majority of its employees. The Company will post a vacation calendar by November 1st of each year and employees will indicate their preference by December 15th.
- 17:06 Where a holiday recognized by the Company, as outlined in Article 16:00, occurs during an employee's vacation on what would have been a normally scheduled working day, such holiday is not to be counted as part of the vacation and the employee shall be granted an additional day's vacation with pay to be added to the normal vacation, if possible, or as soon as possible afterward.
- 17:07 Should the service of a regular employee be terminated, he/she shall receive prorated vacation pay earned but not received.

### **Article 18:00 - Hours of Work**

- 18:01 All employees shall normally work (11:43) straight hours per day which includes a thirty (30) minute lunch period taken when possible so that it does not conflict with the operation of the business. Shifts may rotate or be changed through the sign-up procedure.

Normal shift hours are as listed below with a one hour variance before or after the hours shown.

No. 1 Shift (Day Shift)	6:00 a.m. til 5:25 p.m.
No. 2 Shift (Night Shift)	6:00 p.m. til 5:25 a.m.

During the term of this Agreement the hours of work per day and the days worked per week may be varied by mutual agreement.

- 18:02 The normal work schedule will consist of four days worked followed by four days off.
- 18:03 For purposes of administration, the work week will start at 6:00 a.m. Sunday.
- 18:04 Work schedules to be maintained thirty (30) days in advance. Sign-up Schedule will be posted sixty (60) days prior to commencement of schedule. Employees must complete shift sign-up forty-five (45) days prior to commencement of schedule. The Company shall assign shifts to employees who do not complete shift sign-up forty-five (45) days in advance.

#### **Article 19:00 - Safety and Regulatory Compliance**

- 19:01 A Safety Committee consisting of four (4) members shall be established with equal representation from both parties. The Supervisor, Terminal Operations, or his/her delegate, shall act as Chairman. The Committee shall meet monthly to discuss and recommend on safety matters and to promote a cooperative interest in the safety of the work force.
- 19:02 The Company will continue to make reasonable provision, including first-aid facilities, for the safety and health of employees during the hours of their employment; all operational, environmental, safety and regulatory compliance rules established by the Company shall be observed by employees.
- 19:03 When an employee meets with a personal accident or injury while on the job which requires first aid or hospitalization and the employee cannot complete the work day, he/she shall be paid his/her full day's wages for the day of the accident or injury.

#### **Article 20:00 - Vehicle Safety**

- 20:01 Maintenance of Equipment - It is to the mutual advantage of both the Company and the employee that employees shall not operate vehicles which are not in safe operating condition. No employee will be required to operate equipment on public streets and thoroughfares that is not in compliance with the appropriate provisions of the law dealing with safety requirements for mobile equipment; e.g. brakes, steering, adequate mirrors, signal lights or other lighting equipment.
- 20:02 It shall be the duty of the employee to report in writing on the appropriate forms of the Company promptly, but not later than the end of the shift, trip

or tour all safety and/or mechanical defects on the equipment which they have operated during that shift, trip or tour.

20:03 In the event essential repairs cannot be effected to make the equipment safe, the equipment will be correctly identified and kept out of service until repaired and it shall not be considered a violation of his/her employment when an employee refuses to operate such identified equipment.

20:04 It shall be the obligation of the Company to direct the repairs as necessary to conform with the safe and efficient operation of that equipment.

### **Article 21:00 - Time off Re: Accidents**

21:01 Should an employee be involved in or be a witness to a motor vehicle accident involving a Company vehicle, the employee shall be allowed time off without loss of pay to go to court or any other agency or any other hearing as may be required.

21:02 The Company will compensate the employee on a reimbursement basis for legal representation if there is any possibility of the Company being involved in any action resulting from the Company's motor vehicle accident, provided that there is no conflict of interest between the Company and the employee.

### **Article 22:00 - Licences**

22:01 Should the Company or the Superintendent of Motor Vehicles, require upgrading or a higher class of licence than the employee now possesses, except in case of disciplinary action, the Company will allow reasonable time off without loss of pay to the employee, to enable the employee to attend required classes and write the examination and shall pay for any required examinations, upgrading or licences. This clause does not apply to normal renewals of driver's licences.

### **Article 23:00 - Clothing**

23:01 Should the Company require employees to wear any kind of uniform as a condition of his/her employment, such clothing shall be furnished and cleaned free of charge.

23:02 The Company agrees to supply work gloves on an exchange basis as required to each employee.

### **Article 24:00 - Jury Duty**

24:01 Any employee who is required to report for jury duty during his/her scheduled work hours will be allowed the necessary time off with pay to

perform this service. When leaves are granted for this purpose, no deduction from pay will be made for any fees received except when expert witness fees are received in excess of regular witness fees. It is understood employees will report to work immediately after completing such services and complete the hours remaining within the daily and weekly work schedule.

### **Article 25:00 - Leave of Absence**

25:01 Consistent with operating requirements and upon written application to the Company, employees may be granted leaves of absence for reasonable periods for purposes acceptable to the Company. Pay may be granted to employees with one (1) or more years of continuous service for leaves of short duration for justifiable personal reasons or emergencies as determined by the Company.

### **Article 26:00 - Medical Examinations**

26:01 Employees will be required to undergo such periodic medical examinations as may be determined necessary by the Company and shall not suffer loss of pay when absent from the job at the request of the Company for the purpose of having such medical examinations.

26:02 It is Company policy that all medical records will be held strictly confidential. Only authorized personnel may release details regarding any employee's physical condition.

26:03 When a regular employee disagrees with the diagnosis arising out of a Company medical examination, the employee has the right at the employee's own expense to be examined by his/her personal physician. If there is a difference of opinion between the Company examiner and the employee's physician concerning the physical work limitations of the employee, the two physicians shall confer and may select a third physician whose medical assessment will be taken into account in determining the work limitations to be established.

26:04 Where work limitations are imposed, the Company will endeavour to assign its employees to other suitable work, if available at its place of employment.

26:05 Costs of the third physician services will be borne equally by the Company and the Union.

26:06 The employee must report to the Company when any medical examination indicates that the employee is unfit to continue to work as a driver. The Company may act on that advice and ensure that the employee does not continue to work as a driver while unfit.



### **Article 27:00 - Benefits**

27:01 Employees covered by this Agreement will receive employee benefits in accordance with the provisions set forth in the published benefit plans of the Company. The Company agrees to inform the Union in advance of any revisions or amendments to its published benefit plans but reserves the right to amend said plans in accordance with the provisions thereof. There shall be no discrimination against any employee for any reason whatsoever in the administration of the benefit plans.

### **Article 28:00 - Working Conditions**

28:01 The Company agrees to maintain in its respective places of employment adequate, clean, sanitary washrooms having hot and cold running water and toilet facilities. In addition, there shall be provided adequate lunchrooms, which shall be kept clean and tidy.

28:02 The Company will provide a bulletin board at convenient locations. This board shall be used exclusively by the Union for notices indicating the times and places of meetings and items of a similar nature.

### **Article 29:00 - Technological Change & Severance Pay**

29:01 The Company shall notify the Union thirty (30) days in advance of its intent to institute technological change which will involve the lay-off of any of its regular employees.

29:02 The Company will consider every opportunity for training and retraining any employee.

29:03 Any employee who is discharged or laid off because of technological change, plant or terminal closure, shall be entitled to severance pay equal to two (2) weeks, plus two (2) weeks pay for each complete year of continuous service as an employee of the Company since his/her last date of hire. Severance pay for a partial year of service will be calculated on a prorated basis.

29:04 Where a difference arises between the parties to this Agreement relating to the adjustment to technological change (as defined by Section 78 of the Industrial Relations Act of B.C. (R.S.B.C. Ch.212), notwithstanding its repeal), either of the parties, without stoppage of work, may notify the other party in writing of its desire to submit the difference to arbitration and the parties shall refer the difference to a Board of Arbitration appointed in the same manner as the Board of Arbitration appointed under the provisions of Article 7:05 of this Agreement and the provisions of that Article and Articles 7:06 to 7:08, inclusive, shall apply to such arbitration.

### **Article 30:00 - Duration of Agreement**

- 30:01 This Agreement shall be in effect from February 1<sup>st</sup>, 2007 to and including January 31<sup>st</sup>, 2010 and thereafter from year to year unless changed by mutual consent of the parties.
- 30:02 Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike or the employer shall give notice of lockout or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.
- 30:03 There shall be no strikes or lockouts so long as this Agreement continues to operate.
- 30:04 The terms of this collective agreement are final and binding on all parties hereto.
- 30:05 The parties to this Agreement expressly agree that the operation of Subsections 50(2) and 50(3) of the Labour Relations Code of British Columbia be specifically excluded.

### **Article 31:00 - Banking of Overtime and Holidays**

- 31:01 It is understood that by the term "banking" of overtime, the parties mean: the accumulation by an employee of entitlement to time off at a later date with pay, in consideration of overtime worked.
- 31:02 Regular full-time employees will be entitled to bank overtime on the following terms and conditions:
- (a) for each hour of overtime worked, in lieu of receiving overtime pay for that hour at the time and rate he/she would normally be paid, an employee may elect to accumulate in the bank, two hours at straight time pay for both hours, to be taken off at a subsequent date;
  - (b) time off with pay will be earned in one-half hour increments only; and
  - (c) the employee must notify the Company of his/her election to bank upon completion of the overtime work.
- 31:03 Regular full-time employees will be entitled to bank holiday pay in accordance with Article 16:07.
- 31:04 Each regular full-time employee shall be allowed a maximum total of four (4) days for overtime in the bank during the twelve month period

commencing May 1<sup>st</sup> and ending on the following April 30<sup>th</sup> pursuant to Article 31:02. Once time in the Bank has been used it cannot be replaced.

31:05 Employees shall be entitled to days off with pay accumulated in the bank subject to the following conditions:

- (a) such days off will be scheduled at the mutual convenience of the Company and the employee;
- (b) no part days off can be withdrawn from the Bank, except one day may be taken in two parts as required on top of vacation entitlement to a full number of days; and
- (c) employees requesting the withdrawal of time off with pay will provide seven (7) calendar days' written notice of their request.

31:06 All days banked in each May 1<sup>st</sup> to April 30<sup>th</sup> period shall be completely cleared by the end of that period. Employees unable to take time off with pay accumulated in the Bank during that period will be paid out for all hours remaining in the Bank as of April 30<sup>th</sup>.

In witness whereof, the parties hereto have caused these presents to be executed by their respective representatives.

SIGNED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

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**APPENDIX "A" - WAGE RATE STRUCTURE**

	<b>Effective February 1, 2007</b>	<b>Effective February 1, 2008</b>	<b>Effective February 1, 2009</b>
<b>Tank Truck Salesman</b>			
Grade 2: Start	\$25.03	\$25.78	\$26.55
Grade 1: 6 Mos.	\$28.21	\$29.06	\$29.93
<b>Plantman</b>			
Grade 2: Start	\$23.06	\$23.75	\$24.46
Grade 1: 6 Mos.	\$24.71	\$25.45	\$26.21
<b>Yardman</b>			
Grade 2: Start	\$23.06	\$23.75	\$24.46
Grade 1: 6 Mos.	\$24.71	\$25.45	\$26.21

**NOTE:**

1. A Grade 1 Tank Truck Salesman, designated a driver trainer by the Company, will be paid a premium of \$150.00 per month.

A Grade 1 Tank Truck Salesman, required upon occasion to train new employees as Tank Truck Salesmen, shall be paid \$0.94 per hour for the number of hours spent so training.

2. Shift workers, as defined in Article 11:00, will be paid the following additional amounts as shift differential.

	<b>Effective February 1, 2007</b>	<b>Effective February 1, 2008</b>	<b>Effective February 1, 2009</b>
For No. 2 Shift	\$1.70	\$1.75	\$1.80

## LETTER OF UNDERSTANDING RESPECTING CASUAL DRIVERS

**BETWEEN: CHEVRON CANADA LIMITED**

(hereinafter the "Company")

**AND: TEAMSTERS LOCAL UNION No. 213**

(hereinafter the "Union")

It is agreed that the Company may engage Casual Drivers for vacation, sickness and training relief, workload peaks, leave of absence coverage and to allow regular drivers to take banked time off and, where practicable in the determination of the Company, Sundays off. The engagement of Casual Drivers by the Company shall be on the terms and conditions set out in this letter.

The Company and the Union agree that this Letter of Understanding will be effective for the period February 1<sup>st</sup>, 2007 to and including January 31<sup>st</sup>, 2010.

### **Status**

Casual Drivers will be recognized as members of the bargaining unit. The Collective Agreement between the Company and the Union shall apply to Casual Drivers except for the provisions noted below.

For the purpose of the following, it is recognized by both the Company and the Union that Casual Drivers work an irregular and unscheduled work schedule. A Casual Driver's normal work day is 11.43 hours long. However, Casual Drivers are not guaranteed a full day of work, a set shift, or a set number of days per week, per month, or per year. Any reference to "regularly scheduled work day", "regularly scheduled shift" or "normal schedule" or the like in this Agreement takes the above into account and is therefore not applicable to a Casual Driver.

The following provisions of the Collective Agreement do not apply to Casual Drivers except where specifically noted:

3:07 Sub-Contracting

4:01 Shop Stewards

8:00 Seniority

9:00	Job Postings - Casual Driver positions will not be posted.
12:01	Overtime - For Casual Drivers all authorized time worked in the following cases shall be considered as overtime and paid for at the rate of double the casual employee's rate of pay: <ul style="list-style-type: none"><li>(a) in excess of 11.43 hours per shift;</li><li>(b) on a recognized holiday as defined in Article 16:01 for those casual employees having at least 30 days continuous service;</li><li>(c) where extra days are worked averaging more than 40 hours per week over an 8 week period; or</li><li>(d) in excess of five (5) days in a row.</li></ul>
12:02	Overtime
12:04	Overtime - Re: schedule change
14:05	Wages
16:00	Recognized Holidays - Casual Drivers will be paid for Recognized Holidays on a prorated basis based on their proportion of a full work load over their previous thirty (30) calendar days.
16:02	Recognized Holidays - Casual Drivers will be paid for these two (2) dates on a prorated basis based on their proportion of a full work load over the previous thirty (30) calendar days.
16:05 & 16:06	Recognized Holidays
17:00	Vacations
18:00	Hours of Work
19:01	Safety
24:00	Jury Duty - Applies, however pay will be prorated based on the prior eight (8) weeks work schedule.
25:00	Leave of Absence
27:00	Benefits

- 29:00 Severance - does not apply to Casual Drivers
- 31:00 Overtime and Banking of Overtime - Casual drivers will be permitted to bank overtime for the purpose of income-smoothing only, subject to the following terms and conditions:
- (a) banked days may be taken when the casual employee is not required to work, in periods of time when the employee would otherwise receive less than four (4) days work in an eight (8) day period;
  - (b) only full days of overtime worked may be banked;
  - (c) for each full day of overtime worked, in lieu of receiving overtime pay for that day, a casual employee may elect to accumulate in the bank, two (2) days at straight time pay;
  - (d) Casual drivers shall be allowed a maximum total of six (6) days in the bank during the twelve (12) month period commencing May 1<sup>st</sup> and ending on the following April 30<sup>th</sup>. Once time in the Bank has been used it cannot be replaced; and
  - (e) all banked days must be used or paid out by April 30<sup>th</sup> each year.

Appendix "A" - Casual Drivers will be paid at the Grade 1 rate after completing 144 accumulated days worked.

Casual Drivers will participate in the Company's benefit plans and will be entitled to vacations, recognized holidays, and leave of absence, etc. in accordance with Company Policy 260 upon qualification.

Casual Drivers will be required to be members of the Union and monthly dues will be paid by Casual Drivers. The Company will collect and remit such monthly dues to the Union.

Casual Drivers shall have the right to refuse to cross a legal picket line recognized by the Union.

The Company agrees that Casual Drivers will have access to the current uniform policy and safety equipment policy.

### **Full Time Positions**

It is the intent of the Company, if, after the procedure set out in Article 9:00 of the Collective Agreement between the Union and the Company is followed, a full time position within the bargaining unit becomes available, to give consideration to the selection of a Casual Driver to fill such position, taking into account ability, qualification and performance. Where ability, qualification and performance are relatively equal,

preference will be given to the Casual Driver with the greatest length of service as a member of the bargaining unit.

SIGNED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

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**LETTER OF UNDERSTANDING RESPECTING CHANGES TO THE  
COLLECTIVE AGREEMENT  
February 1, 2007 – January 31, 2010 (the “Collective Agreement”)**

**BETWEEN:           CHEVRON CANADA LIMITED**

(hereinafter the "Company")

**AND:               TEAMSTERS LOCAL UNION No. 213**

(hereinafter the "Union")

The Company and the Union have negotiated an amendment to the Collective Agreement between the Company and the Union respecting drivers hired on or after January 1, 2005 pursuant to Article 9.00. This Amendment to the Collective Agreement shall form part of the Collective Agreement.

It is agreed that the employment of Drivers hired by the Company after January 1, 2005 pursuant to Article 9.00 shall be on the terms and conditions set out in this Letter of Understanding. Drivers hired by the Company after January 1, 2005 pursuant to Article 9.00 do not include any Casual Drivers, whether hired before or after January 1, 2005.

The Collective Agreement between the Company and the Union for the period February 1, 2007 to January 31, 2010 shall apply to Drivers hired after January 1, 2005 pursuant to Article 9.00 except for the provisions noted below.

Drivers' normal work day is 11.43 hours long. However, Drivers are not guaranteed a full day, a set shift, a set number of days per week, per month, or per year. Any reference to “regularly scheduled work day”, “regularly scheduled shift” or “normal schedule” or the like takes the above into account and is therefore not applicable to Drivers hired after January 1, 2005 pursuant to Article 9.00.

The following provisions of the Collective Agreement do not apply to Drivers hired after January 1, 2005 pursuant to Article 9.00 except where specifically noted:

3:07 Sub-Contracting

12:01 Overtime – For Drivers hired after January 1, 2005 pursuant to Article 9.00 all authorized time worked in the following cases shall be considered as overtime and paid for at the rate of double the employee' rate of pay:

- (a) in excess of 11.43 hours per shift;
- (b) on a recognized holiday as defined in Article 16.01 for those casual employees having at least thirty (30) days continuous service;

- (c) where extra days are worked averaging more than 40 hours per week over an eight (8) week period; or
- (d) in excess of five (5) days in a row .

12:04 Overtime – Reschedule Change

14:05 Wages

16:00 Recognized Holidays – Drivers hired after January 1, 2005 pursuant to Article 9:00 will be paid for Recognized Holidays up to eight (8) hours straight time holiday pay on a prorated basis based on their proportion of a full work load over their previous thirty (30) calendar days.

16:02 Recognized Holidays – Drivers hired after January 1, 2005 pursuant to Article 9:00 will be paid for these two (2) days on a prorated basis based on their proportion of a full work load over the previous thirty (30) calendar days.

16:05 Recognized Holidays – Drivers will be paid on a prorated basis when such holidays fall on their day off.

16:06 Drivers will be paid on a pro-rated basis for holidays not worked when such holidays fall on their scheduled workday, except that no compensation will be paid to an employee:

- (a) when he/she is on leave of absence or suspension without pay;
- (b) When he/she fails to report for scheduled work on the holiday unless there are extenuating circumstances involved;
- (c) when he/she is absent without permission on his/her scheduled working day before or his/her scheduled working day after the holiday;
- (d) when he/she is absent due to sickness or injury not covered by the Company's benefit plans.

In no event will employees receive more than eight (8) hours pay at straight time rate for holidays observed and not worked.

18:00 Hours of Work

24:00 Jury Duty – Applies, however pay will be prorated based on the prior eight weeks work schedule.

29:00 Severance will apply; however, it will be prorated depending on the employees' proportion of a full workload.

31:00 Overtime and Banking of Overtime – Drivers hired after January 1, 2005 pursuant to article 9:00 will permitted to bank overtime for the purpose of income-smoothing only, subject to the following terms and conditions:

- (a) banked days may be ten when the employee is not required to work, in periods of time when the employee would otherwise receive less than four days work in an eight day period;
- (b) only full days of overtime worked may be banked;
- (c) for each full day of overtime worked, in lieu of receiving overtime pay for that day, an employee may elect to accumulate in the bank, tow days at straight time pay;
- (d) Drivers hired after January 1, 2005 pursuant to Article 9:00 shall be allowed a maximum total of six (6) days in the bank during the twelve month period commencing May 1<sup>st</sup> and ending on the following April 30<sup>th</sup>. Once time in the Bank ahs been used it cannot be replaced; and
- (e) all banked days must be used or paid out by April 30<sup>th</sup> each year.

Appendix “A” – Drivers hired after January 1, 2005 pursuant to Article 9:00 will be paid at the Grade 1 rate after completing 144 accumulated days worked.

SIGNED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

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