

This Agreement between Chevron Canada Limited, hereinafter referred to as the Company, and Local No. 601, Communications, Energy and Paperworkers' Union of Canada, hereinafter referred to as the Union, constitutes the entire Agreement between the Company and the Union relating to employees to whom this Agreement applies and no other stipulation or understanding shall limit or qualify its terms.

This Agreement shall be for the period from the 1st day of February, 2007, to and including the 31st day of January, 2010, and thereafter until cancelled by either party giving the other party sixty (60) days' notice in writing of intention to cancel this Agreement. This Agreement shall cancel and supersede, as of the 1st day of February, 2007, that certain Agreement between the Company and the Union entered into on the 30th day of June, 2004.

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ARTICLE I - PURPOSE

1:01 It is the desire of the aforementioned parties to cooperate and work harmoniously together in promoting their mutual interest in the operation of the plant. It is their desire to provide orderly procedure for collective bargaining; orderly procedure for the prompt and equitable disposal of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions in the plant. It is mutually agreed between the Company and the Union that there be no lockouts and/or strikes respectively during the term of this Agreement.

ARTICLE II - RECOGNITION

2:01 The Company recognizes Local 601, Communications, Energy and Paperworkers' Union of Canada, as the sole collective bargaining agency for all hourly-paid employees included in the Certification dated the 2nd day of November, 1950, at the Burnaby Refinery.

2:02 It is further understood that the Company will recognize a duly elected Negotiating Committee of not more than four (4) employees who may be accompanied by duly authorized officers of Local 601, Communications, Energy and Paperworkers' Union of Canada, as the sole bargaining agent for the Union.

2:03 There shall be no discrimination of any kind against any member of the Union by any foreman, superintendent or any other person in the employ of the Company in a supervisory capacity.

2:04 The Union agrees that it will not discriminate against, coerce, restrain or influence any employee because of the employee's membership or non-membership, the employee's lawful activity or non-activity in any labour organization.

2:05 The Union agrees that it will not engage in any Union activities during working hours or hold meetings at any time on the Company's premises without the permission of the Refinery Manager or Acting Refinery Manager.

ARTICLE III - UNION SECURITY AND UNION DUES

3:01 With respect to those employees who have not, as of the effective date of this Agreement, authorized the Company to deduct from their wages monthly union membership dues, the Company shall not, during the term of this Agreement, make any such deduction from their wages.

3:02 With respect to those employees who have authorized the said deductions as of the

effective date of this Agreement, the Company shall continue to make these deductions, and such employees shall be precluded from revoking their authorization during the term of this Agreement.

- 3:03 New employees during the term of this Agreement shall, as a condition of their employment, be required to sign an authorization in the form attached as Appendix "A" and the Company shall honour such authorization. A duplicate signed copy of such authorization shall be provided to the Secretary-Treasurer of the Union.
- 3:04 Authorizations will become effective for the month during which the authorization is received by the Company if received fifteen (15) days prior to the preparation of the payroll from which deductions are to be made; otherwise, the authorization will become effective for the month following receipt by the Company. Deductions will be made from the wages due the employee on the first and second pays in each month.
- 3:05 With respect to those employees referred to in 3:01, who during the term of this Agreement authorize the Company to deduct union dues from their wages, the terms of 3:02 shall apply.
- 3:06 The total of all deductions made in any one month will be forwarded to the Secretary-Treasurer of the Union by the Company on or before the last day of that month with a list of employees from whose wages the deductions were made.
- 3:07 In no event is an employee required to become a member of the Union as a condition of employment.

ARTICLE IV - UNION COMMITTEE AND STEWARDS

- 4:01 The Company will recognize nine (9) Stewards, all of whom shall be regular employees and at least twenty-one (21) years of age. These Stewards to represent:
- | | | |
|---|---------------------------------------|-----|
| 1 | Employees in the Maintenance Division | Two |
| 2 | Employees in the Operating Division | Six |
| 3 | Employees in the Laboratory | One |
- 4:02 The Company will recognize a Union Committee consisting of not more than four (4) of the nine (9) Stewards provided for in Article IV 4:01, together with the Union Chairman of the Local or the employee's nominee. One (1) member of this Committee to be Chairperson.

- 4:03 Meetings will be held between the Company and the Union as mutually agreed upon. Requests for meetings to be made in writing to the Refinery Manager or to the Unit Chairperson of the Local with a written agenda of matters to be discussed. Meetings will take place within fourteen (14) calendar days or such further time as mutually agreed upon.
- 4:04 During regular working hours, Stewards will be allowed reasonable time (not to exceed one (1) hour per week, such time to be non-cumulative) from their regular duties at straight time payment, to attend to Union business directly concerned with the administration and interpretation of this Agreement. Before leaving their regular job, Stewards must obtain permission from their Supervisor who will have recorded on a special time sheet the time spent on Union business. Stewards will also report to their Supervisor on returning to their regular duties. Stewards, if off duty, must obtain prior permission from the Refinery Manager before entering the plant on Union business.
- 4:05 The Company agrees that when operating conditions permit, a Leave of Absence without pay may be granted to a maximum of two employees at any given time in order that they may carry out Union business. Such Leave of Absence must be requested with a minimum of fifteen (15) days' prior written notice and is conditional upon the Company being able to furnish a qualified replacement from within the plant. The Union agrees to reimburse the Company for the straight time hourly rate paid to the employee(s) while on leave of absence for Union business.

ARTICLE V - RATES OF PAY

- 5:01 Hourly rates of pay, as shown in Appendix "B" attached hereto, shall continue for the duration of this Agreement unless altered by mutual agreement of the parties hereto, and in this Agreement where the terms "normal rate" or "regular hourly rate" are used, these shall be the rates in Appendix "B" attached.

If work of a higher paid classification is required of any employee, the employee shall receive the wage specified for such higher paid classification for the time actually worked in that higher classification, provided a classification vacancy exists on the shift. Trainees within the Operator Development Program and trainees in the Lab Technician Development Program and maintenance apprentices are excluded and will be paid their trainee rate regardless of work performed.

ARTICLE VI - GRIEVANCES

- 6:01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. Grievance and arbitration

procedures are provided as a means of orderly settlement of grievances covered by the terms of this Agreement.

6:02 Any individual employee or group of employees shall have the right at any time to present, discuss and settle grievances with the Company. The general subject of wages, hours and working conditions, so far as covered hereby, shall not be considered a complaint within the meaning hereof except so far as the applicability thereof to a particular case may make it a matter of direct individual concern to the employee or employees asserting the same.

An employee with a complaint may discuss the complaint with the employee's Supervisor. If a settlement satisfactory to the employee is not reached, then the grievance procedure outlined below may be followed:

6:03 Step 1

The employee with the Steward shall present the grievance in writing to the Supervisor who shall render a decision within four (4) 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 four (4) regular working days.

6:04 Step 2

- a The Refinery employee with the Steward shall present an appeal of the grievance in writing to the Refinery Division Head. If settlement satisfactory to the employee is not reached within four (4) regular working days following the day on which the appeal was presented, then Step 3 may be followed within four (4) regular working days.
- b The Procurement employee with the Steward shall present an appeal of the grievance in writing to the Refinery Division Head if it is an issue or matter relating to the Agreement or to the Regional Procurement Operations Manager – North America if it is an issue or matter relating to employee performance, job duties or related matters, as determined by the Supervisor. If settlement satisfactory to the employee is not reached within four (4) regular working days following the day on which the appeal was presented, then Step 3 may be followed within four (4) regular working days. In recognition of the fact that the Regional Procurement Operations Manager – North America is not resident in Canada, the Company and the Union agree that reasonable extensions will be granted if requested by the Company.

6:05 Step 3

- a The Refinery employee shall submit the appeal in writing to the Union Committee who will submit it to the Refinery Manager or Acting Refinery Manager. Within seven (7) regular working days following presentation to the Refinery Manager or Acting Refinery Manager, a conference will be arranged between the Company and the Committee. The Refinery employee or employees involved shall, at the request of either party, attend such conference. The Company's decision will be given within ten (10) regular working days of the day on which the conference herein referred to is held.

 - b The Procurement employee shall submit the appeal in writing to the Union Committee who will submit it to the Refinery Manager or Acting Refinery Manager if it is an issue or matter relating to the Contract, or to the Regional Procurement Operations Manager –North America if it is an issue or matter relating to employee performance, job duties or related matters, as determined by the Supervisor. Within seven (7) regular working days following presentation to the Refinery Manager or Acting Refinery Manager or Regional Procurement Operations Manager – North America, a conference or telephone conference will be arranged between the Company and the Committee. The Procurement employee or employees involved shall, at the request of either party, attend such conference. The Company's decision will be given within ten (10) regular working days of the day on which the conference or telephone conference herein referred to is held. In recognition of the fact that the Regional Procurement Operations Manager – North America is not resident in Canada, the Company and the Union agree that a reasonable extension will be granted if requested by either party.”
- 6:06 The Company shall not be required, except at its option, to consider any grievance, the alleged circumstances of which occurred more than one (1) pay period prior to its presentation, provided that where an employee is absent as a result of sickness, Company business or other cause beyond the employee's control, and is thus prevented from presenting the employee's grievance, then the period shall be seven (7) regular working days computed as from the date on which the employee first had an opportunity to present the employee's grievance.
- 6:07 In the grievance procedure outlined above, presentations, appeals and replies, where called for in writing, shall be on a form supplied by the Union and agreed to by the Company.
- 6:08 Where reference is made in this Agreement to time limits in the settlement of grievances, Saturdays, Sundays and holidays recognized by the Company will not be counted as regular working days.
- 6:09 Time for submissions and responses to Steps 2 or 3 of the grievance procedure can

be extended by mutual agreement, in writing, between the Company and the Union.

ARTICLE VII - ARBITRATION

- 7:01 Should differences arise between the Company and the Union as to the interpretation, administration and application of this Agreement or should either party allege that the other has violated this Agreement, the matter shall be the subject of a conference held at the request of either party, as provided for in Article IV, 4:03. If a satisfactory settlement of the difference is not reached within thirty (30) calendar days, or such further time as may be mutually agreed upon, the matter may be referred to a Board of Arbitration as hereinafter provided.
- 7:02 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 Chairperson chosen by the other two members of the Board.
- 7:03 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 (7) calendar days of their appointment to the Board, then the Minister of Labour of the Province of British Columbia will be asked to nominate a chairperson.
- 7:04 The decision of a majority of the Board of Arbitration constituted in the above manner shall be binding on both parties.
- 7:05 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.
- 7:06 Each of the parties hereto will bear the expense of the Arbitrator appointed by it and the parties will jointly bear the expenses of the Chairperson.

ARTICLE VIII - VACATIONS

- 8:01 Each calendar year, regular employees shall be eligible for vacations with pay based on length of service as follows:
- | | |
|--------------------------------------|---------|
| One year or more of service | 3 weeks |
| Ten years or more of service | 4 weeks |
| Eighteen years or more of service | 5 weeks |
| Twenty-five years or more of service | 6 weeks |

For the purpose of this clause, "weeks" means the time period corresponding to the scheduled working weeks an employee would have worked had the employee not been entitled to the vacation, and vacation pay shall be equivalent to the pay the employee would have received had the employee worked such scheduled working weeks.

It will not be permissible to waive vacations and draw double pay.

8:02 Vacations will be paid for on the basis of the normal rate paid the employee for the employee's regular classification (composite rates will be used where applicable).

8:03 Vacations shall be granted and taken annually and cannot be accumulated.

8:04 a The time for each such vacation shall be designated by the Company. Subject to operating requirements, the Company will give consideration to rotation plans desired by the majority of employees within a Division. Also, where operating conditions permit, at least once in every three (3) years, each employee shall receive vacation between the 15th day of April and the 15th day of September, if the employee so requests.

b Vacations for shift workers shall be scheduled to give fifteen (15) consecutive days off, where this is found to be practical, unless the employee requests a vacation when this is impossible.

8:05 Where a holiday recognized by the Company, as outlined in Article IX, occurs during an employee's vacation, such holiday is not to be counted as part of the vacation and the employee shall be granted:

a If a day worker, an additional day's vacation with eight (8) hours straight time pay to be added to the normal vacation, if possible. If not, as soon as possible afterward.

b If a shift worker, an additional day's vacation with eight (8) hours straight time pay to be added to the normal vacation, if possible. If not, eight (8) hours straight time pay for the recognized holiday.

8:06 Should the service of a regular employee be terminated, the employee shall receive pro-rated vacation pay earned but not received.

ARTICLE IX – HOLIDAYS

9.01 The Company will recognize the following holidays:

New Year's Day	Labour Day	Remembrance Day
Good Friday	Thanksgiving Day	Christmas Day
Victoria Day	Canada Day	Boxing Day
British Columbia Day		

An 11th and 12th holiday will be recognized by the Company in each calendar year. Employees may individually select a date mutually agreeable to the Company and the employee to take these 11th and 12th holidays. Employees must request specific calendar dates for the 11th and 12th holidays in the fourth quarter of each year to apply to the following year. Should an employee not select the dates on which to take the 11th and 12th holidays, the holidays shall be observed on the days historically designated by the Company.

The Company will also recognize any other general holiday proclaimed by the federal or provincial government when such holiday is recognized generally by the oil industry in British Columbia. Should this occur, this 12th recognized holiday shall be designated to observe that new statutory holiday declared by legislation.

- 9:02 a When the designated holiday falls on a scheduled day off, day workers will recognize the closest of the preceding work day or the following work day as the holiday.
- b Shift workers will recognize the calendar day as the holiday.
- 9:03 Employees with thirty (30) days or more of continuous service, who are required to work on a recognized holiday, will be paid double time for time worked, plus, at the discretion of the Company, either: a day off with eight (8) hours straight time pay at the convenience of the Company or, in lieu thereof, holiday pay of eight (8) hours at straight time rate.
- 9:04 Employees with thirty (30) days or more of continuous service will receive eight (8) hours straight time holiday pay for the above holidays not worked when such holidays fall on their regular scheduled work days, except that no compensation will be paid:
- a If absent without permission on the last working day before or the first working day after a recognized holiday.
- b If absent from work due to sickness or injury not covered by the Company's plans.

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

9:05 Employees, after thirty (30) days of continuous service, performing shift work or day work, other than Monday to Friday, shall receive a day off with eight (8) hours straight time pay at the convenience of the Company, or, in lieu thereof, holiday pay of eight (8) hours at straight time rate for the same number of holidays in each year as received by day workers on Monday to Friday schedules.

ARTICLE X - SENIORITY

10:01 All employees shall be considered as probationary for the first nine (9) months of continuous service and no seniority rights shall be recognized during the period except that, for purposes of promotions, seniority will be considered after six (6) months. After nine (9) months of continuous service, however, an employee may attain Regular status and seniority shall date back to the day on which continuous employment began within classifications covered by this Agreement.

10:02 Seniority accumulated before the signing of this Agreement shall continue in effect and a seniority list shall be posted every six (6) months.

10:03 a Transfers and promotions will be made on the basis of qualifications for the job, efficiency past and present and medical fitness. If the above factors are considered equal, then the employee with the greatest seniority will be given preference. In the determination of seniority, the seniority in classification will be used first, followed by Division seniority and, finally, Plant seniority. The Company reserves the right to determine the above factors. However, an employee may present a grievance if the employee feels there has been discrimination.

b Upon transfer of any Operations Division employee to an Operator "O" – Area 1 the employee will be paid the lesser of their current rate or the Operator "O" – Area 1 rate.

c Upon transfer of any Operations Division employee to an Operator "O" – Area 2 Operator (3rd Class Steam), the employee will be paid the lesser of their current rate or the Operator "O" – Area 2 Operator (3rd Class Steam) provided the employee holds a 3rd Class Steam designation.

10:04 When a job, within a classification covered by this Agreement, becomes vacant, the Company will call for applications therefor from among the employees by posting notice of such vacancy for five (5) days on the bulletin boards. The Company will give consideration to all applications received in selecting a person for the job. The name of the successful applicant(s) will be posted within thirty (30) days of the completion of the posting period.

In filling vacancies due to illness, vacations, injury, leave of absence or emergency, the foregoing may be disregarded, but in all such cases will be reviewed after thirty (30) days and the Union so informed.

Vacancies in new job classifications need not be posted until the expiration of thirty (30) days from the date such new job was created.

10:05 Demotions and Lay-offs

Demotions and lay-offs, due to curtailment or lack of work and not to employee deficiency or for cause, will be made on the basis of Plant seniority except that the Company may retain a sufficient number of skilled tradespeople to protect necessary operations and jobs irrespective of seniority, provided that employees with lesser seniority will not be retained while an employee with greater seniority and the qualifications to do the job and who has a background of ability and satisfactory performance is demoted or laid off.

On re-employment, due to increased activity following lay-off because of curtailment or lack of work, employees will be rehired in the reverse order of lay-off (during their seniority protection period as hereinafter defined), provided they have the necessary qualifications to perform the work available and provided they are available when required. Regular employees laid off on account of lack of work and subsequently re-employed shall retain seniority when the lay-off does not exceed:

- a For employees with from one (1) to five (5) years of service, a period of one hundred and eighty (180) consecutive calendar days immediately following the last regularly scheduled day worked.
- b For employees with more than five (5) years of continuous service, a period of three hundred and sixty-five (365) consecutive calendar days immediately following the last regularly scheduled day worked.

10:06 Operator Development Program (Employees hired after April 1, 1976)

The Company agrees to provide an Operator Development Program (ODP) which includes both on-the-job and classroom training designed to increase the skills and knowledge of Operating Division employees to the Operator "O" level. The positions of Serviceman and Shipper are excluded from the ODP.

The Company agrees to establish the complete Program covering a four (4) year development period.

Time periods allotted for each phase of the ODP are as follows:

Trainee 3 (TR3)	18 months
Trainee 2 (TR2)	18 months
Trainee 1 (TR1)	12 months
Trainee Candidate (TC)	2 weeks

Satisfactory performance in the ODP and eligibility to progress to the next phase of the Program will be determined by examinations and performance of regularly assigned duties. At the time an employee has satisfactorily completed a phase of the Program and is eligible to move to another phase, the Company will provide the employee with documentation of the employee's performance.

It is recognized that situations, beyond the employee's control, may develop which warrant allowing additional time to meet requirements set forth, such as sickness, etc. In such cases, a Trainee may receive an extension of time.

An employee who fails a phase of the Program shall be required to successfully complete this phase within the succeeding six (6) months. In the event an employee fails a particular phase of the ODP, the Company will provide the employee with documentation of the employee's performance and work with the employee to develop the necessary skills and knowledge for advancement in the Program. An employee who fails to complete a phase of the ODP after repeating that particular phase once shall be deemed not to have made satisfactory progress.

The Company will not continue any employee in the ODP who is not making satisfactory progress in the Program. Such an employee may be reassigned to a job for which the employee is qualified, provided this does not displace a regular employee, or the employee may be terminated.

A Trainee in the Operating Division will be paid the appropriate Trainee 1, 2 or 3 rate as a basic classification. Upon satisfactory completion of the ODP, such Trainee will be classified as Operator "O."

10:07 Laboratory Development Training Program

Refer to Schedule "B" attached to this Agreement.

ARTICLE XI - DEFINITION OF SHIFT AND DAY WORKERS

11:01 All work performed by the employees covered hereby shall be done by workers termed "shift worker" or by workers termed "day worker." The term "shift workers," as used herein, shall mean all workers who are employed in the performance of shift

work as hereinafter defined. All other employees covered hereby shall be designated as "day workers." Shift work shall include only work which, in nature or in routine performance, is continuous to a degree requiring fixed schedules of relief on the same equipment or in the same operation or activity. The Company shall be free to establish a permanent shift basis for the performance of any work at any time where it considers the volume or character of work requires it.

ARTICLE XII - HOURS OF WORK

12:01 A work day shall consist of the following:

a Laboratory Division

Nine and one-half (9½) hours actual work at the place of work within ten (10) consecutive hours. Normally scheduled hours will be between 7:00 a.m. and 5:00 p.m.

b Maintenance Division

Nine and one-half (9½) hours actual work at the place of work within ten (10) consecutive hours. Normally scheduled hours will be between 7:30 a.m. and 5:30 p.m.

c Operating Division

Twelve (12) continuous hours actual work at the place of work for all shift jobs. Eight (8) hours actual work at the place of work within eight and one-half (8½) consecutive hours for non-shift operating jobs. Normally scheduled hours will be 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m., unless otherwise agreed to by the Company and the Union in writing.

12:02 The regular work week shall be as follows:

a Laboratory Division

Schedule of four (4) nine and one-half (9½) hour days and a total of three (3) days off to average thirty-eight (38.0) hours per week, rotating over a minimum five (5) week cycle.

b Maintenance Division

i Schedule of four (4) nine and one-half (9½) hour days with periods of three (3) consecutive days off to average thirty-eight (38.0) hours per week.

- ii When a designated holiday falls on a scheduled day off, a Maintenance Section employee will defer the designated holiday over a maximum of a two (2) month cycle, scheduled such that the individual receives four (4) consecutive days off.
- iii The individual may, with agreement from a Maintenance Foreman or Supervisor, change the holiday scheduled in (iii) to a different day mutually convenient to the individual and the Company.

c Operating Division

Rotating schedule of three (3) twelve (12) hour days followed by three (3) consecutive days off to average thirty-eight (38) hours per week over a twelve (12) week cycle. For non-shift operating jobs, five (5) eight (8) hour days and two (2) consecutive days off.

12:03 For purposes of administration, the work week will be considered as starting at 0001 Sunday and ending at 2400 midnight the following Saturday, except for shift workers whose work week will be considered as starting at 0701 Sunday.

12:04 Work schedules to be maintained thirty (30) days in advance.

ARTICLE XIII - OVERTIME

13:01 It is the expressed desire of the Company to keep overtime to a minimum. Except in unusual circumstances, or in cases of emergency, an employee will not be required to work more than twelve (12) consecutive hours.

13:02 The Company shall pay double (2) the employee's regular rate:

- a For work performed in excess of regularly scheduled hours in one day.
- b For work performed on an employee's days of rest.
- c For work performed on recognized holidays, as defined in Article IX.

In computing overtime, the first fifteen (15) minutes will not be counted, sixteen (16) to thirty (30) minutes will be counted as one-half and each fraction of half-hour thereafter will be counted as a half-hour.

13:03 Special Calls

In the event an employee is called for duty and reports for work outside the regular working hours on a day on which the employee is normally scheduled to perform work, the employee shall receive pay for actual time worked outside the employee's regular working hours at double (2) the hourly rate of the particular classification to which the employee is assigned or at double (2) the employee's regular hourly rate of pay whichever is the higher, with a minimum pay equivalent to six (6) hours' straight time computed at the employee's regular hourly rate. This minimum six (6) hours' pay will not apply when work continues into the employee's regular schedule or is a continuation of the employee's regular shift.

13:04 If completion of a day worker's special call does not provide a reasonable time off for an employee to return to the employee's regularly scheduled shift, the employee will be assigned work to extend the callout to a total number of hours equivalent to the employee's regular posted schedule in lieu of reporting on the employee's normal schedule. When a day worker's special call carries into an employee's regular schedule, the employee may complete the employee's regular schedule, provided the employee does not work more than twelve (12) consecutive hours.

13:05 Changes from the Posted Schedule

- a When an employee is asked to change the employee's schedule from that shown on the posted schedule with less than fourteen (14) calendar days' notice the employee will be paid at double (2) time for all hours worked outside the shift shown on the posted schedule for the first new shift.
- b No overtime or premium shall be paid when a change is made at the employee's request.
- c Employees who have worked any overtime and are required to return to work with less than ten (10) hours off, will be paid double (2) time for their first shift. Employees will not return to work before ten (10) hours off unless instructed to do so.

13:06 There shall be no pyramiding or duplication of overtime or premium pay. Only one such payment shall be made for the same hours of work or for situations caused by the same hours of work.

ARTICLE XIV - SHIFT DIFFERENTIALS

14:01 Employees working on a regularly scheduled rotating three (3) eight (8) hour shift basis or a regularly scheduled rotating two (2) shift will be paid shift differentials on the following basis:

In addition to all other remuneration to which they are entitled, shift employees will be paid an additional shift differential, as detailed in Appendix "B", for:

- a No. 1 Shift for work performed between the hours of midnight and 8:00 a.m.
- b No. 3 Shift for work performed between the hours of 4:00 p.m. and midnight.

14:02 Employees working in the Operating Division who are assigned to a seven (7) day continuous operation and rotate on a two (2) twelve (12) hour shift basis will be paid a shift differential, as detailed in Appendix "B" for:

- a Posted twelve (12) hour day shift for work performed between the hours of 7:00 a.m. and 7:00 p.m.
- b Posted twelve (12) hour night shift for work performed between the hours of 7:00 p.m. and 7:00 a.m.

The above differentials will be applicable to shifts starting within one (1) hour before or after the above clock hours and shall continue for an eight (8) or twelve (12) hour work period, as appropriate.

Shift differentials are established to compensate employees for the inconvenience of working rotating shifts and for employees whose scheduled hours begin or end outside the hours of 6:00 a.m. to 6:00 p.m. and such employees will be paid the appropriate shift differential in accordance with 14:01 (a) or (b) or 14:02 (a) or (b). They will not be paid to employees whose regular schedule 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 XV - "DIRTY WORK"

15:01 For some cleaning jobs, where an employee encounters very dirty conditions, the Company will, if it considers that the conditions warrant it, provide protective clothing and allow the employee some time for clean-up.

15:02 Where the company considers that conditions warrant the wearing of protective clothing because of the probability of contact with hazardous chemicals, it will furnish the necessary protective clothing.

ARTICLE XVI - BULLETIN BOARD

16:01 The Company will cause a bulletin board to be provided at a convenient location in the Plant where it may be seen by employees. This board may be used exclusively by the Union for notices indicating the times and places of meetings or items of a similar nature.

ARTICLE XVII - COMPANY'S COMPLIANCE WITH LAW

17:01 Notwithstanding anything in this Agreement contained, the Company shall at all times be free to comply with any and all laws, regulations and rulings pertaining to the matters covered hereby and such compliance by the Company shall be deemed performance and not violation hereof.

17:02 To the extent any law, regulation or ruling, Federal or Provincial, now or hereafter existing, prohibits or renders more burdensome the Company's performance of any term of this Agreement, such as subjecting the Company to or resulting in overtime payments not provided for herein, the Company shall be excused from such performance insofar as the terms of this Agreement are concerned.

17:03 The terms of this Collective Agreement are final and binding on all parties hereto.

ARTICLE XVIII - HEALTH AND SAFETY

18:01 The Company and the Union agree to the establishment of an Industrial Health and Safety Committee to promote the maintenance of a healthful work environment, safe work practices among employees and to submit constructive recommendations to Refinery Management. Such committee shall consist of two (2) Refinery employees selected by the Union and two (2) Refinery employees selected by the Company.

18:02 The Company will provide information as to the known hazards and properties known to Chevron Canada Limited of chemical compounds present at the Burnaby Refinery, and such information will be made available to all employees including the Industrial Health and Safety Committee.

ARTICLE XIX

19:01 The parties agree that the operation of Subsections 50(2) and 50(3) of the Labour Relations Code (British Columbia) are hereby specifically excluded from this Agreement.

ARTICLE XX - LEAVES OF ABSENCE

20:01 If consistent with operating requirements, employees may be granted leaves of absence without pay for reasonable periods and purposes acceptable to the Company. It is understood that the determination as to whether the request for a leave of absence is reasonable and whether the Company's operating requirements will permit it, shall be at the sole discretion of the Company. The conditions of such leaves of absence with respect to the Employee receiving Company benefits shall be established by the Company in each case.

ARTICLE XXI - MEAL ALLOWANCE

21:01 Employees who are called out on short notice or who work overtime hours before or after their regular shift are entitled to a meal allowance in accordance with the Company's Meal Allowance Policy Number 362. Employees entitled to a meal allowance in accordance with Policy Number 362 will be entitled to pay during the normal meal break.

JOB SECURITY

- 1 In accordance with the recommendation of L.R. Peterson, Q.C., Minister of Labour, Province of British Columbia, dated at Vancouver, B.C. the 24th day of November, 1965, the parties have agreed to the Job Security proposal appearing in Item 1 therein and as the Addendum to this Agreement.

In witness hereof the parties hereto have caused this Agreement to be executed this 10th day of December, 2007.

CHEVRON CANADA LIMITED

Steve Willett

LOCAL NO. 601
COMMUNICATIONS, ENERGY
AND PAPERWORKERS' UNION
OF CANADA

Dave Code

Jennifer Haggar

Dave Merrick

Eric Butler

Corry Kennedy

Davy Compardo

Ken Ellis

Russ Day

Brad Johnson

Jim Britton

APPENDIX "A"

I, _____, being an employee of Chevron Canada Limited ("Company") at the Refinery, Burnaby, British Columbia, hereby authorize and direct the Company to deduct each calendar month from my earnings and accumulate to my credit:

- 1 A sum equal to two (2) hours' pay at my basic classification rate.
- 2 Assessments uniformly levied against all union members in amounts as notified in writing to the Company by the Secretary-Treasurer of Local 601, Communications, Energy and Paperworkers' Union of Canada ("Union").

I further authorize the Company to pay the amounts so deducted from my earnings to the Secretary-Treasurer of the Union whose receipt therefor shall constitute a good and sufficient discharge of the Company for the amounts so deducted from my earnings.

Signature: _____ Social Insurance No: _____

Witness: _____

Date Signed: _____

APPENDIX "B"

**CHEVRON CANADA LIMITED
BURNABY REFINERY**

HOURLY RATES OF PAY

OPERATING DIVISION	<u>February 1,</u> <u>2007</u>	<u>February 1,</u> <u>2008</u>	<u>February 1,</u> <u>2009</u>
Head Operator	39.71	41.70	43.78
First Operator – Blending and Shipping	39.71	41.70	43.78
Day Head Operator – Blending & Shipping	39.71	41.70	43.78
First Operator - Utility Control Centre	39.71	41.70	43.78
Relief Head Operator/First Operator – Area 2	37.92	39.82	41.81
Relief First Operator – Area 1	37.13	38.99	40.94
Operator "O" - Area 2 (3 rd Class Steam)	36.11	37.92	39.81
Operator "O" - Area 1	35.36	37.13	38.98
Serviceman	29.13	30.59	32.12
Shipper	27.63	29.01	30.46
Trainee 3 - 3 rd Class Steam	35.11	36.87	38.71
Trainee 3	34.07	35.77	37.56
Trainee 2 - 3 rd Class Steam	33.53	35.21	36.97
Trainee 2	31.24	32.80	34.44
Trainee 1 - 3 rd Class Steam	31.07	32.62	34.25
Trainee 1	29.17	30.63	32.16
Trainee Candidate - 3 rd Class Steam	30.16	31.67	33.25
Trainee Candidate	28.22	29.63	31.11

LABORATORY DIVISION	<u>February 1,</u> <u>2007</u>	<u>February 1,</u> <u>2008</u>	<u>February 1,</u> <u>2009</u>
Senior Chemical Technician	36.75	38.59	40.52
Chemical Technician	33.36	35.03	36.78
Technician 1	30.40	31.92	33.52
Technician 2	29.13	30.59	32.12
Technician Helper	26.79	28.13	29.54

MAINTENANCE DIVISION	<u>February 1, 2007</u>	<u>February 1, 2008</u>	<u>February 1, 2009</u>
Repairman (probation rate)	36.75	38.59	40.52
Repairman	38.41	40.33	42.35
Instrument Technician	39.21	41.17	43.23
Apprentice 1 st year	26.50	27.83	29.22
Apprentice 2 nd year	28.01	29.41	30.88
Apprentice 3 rd year	30.72	32.26	33.87
Apprentice 4 th year	34.77	36.51	38.34

PROCUREMENT DIVISION	<u>February 1, 2007</u>	<u>February 1, 2008</u>	<u>February 1, 2009</u>
Materials Coordinator	27.36	28.73	30.17
Junior Materials Coordinator	25.24	26.50	27.83
Shipper/Receiver	22.05	23.15	24.31

DIVISION HELPER RATES	<u>February 1, 2007</u>	<u>February 1, 2008</u>	<u>February 1, 2009</u>
Helper "A" (after 12 months as helper)	26.16	27.47	28.84
Helper "B" (after 6 months as helper)	24.76	26.00	27.30
Helper "C" (for first 6 months as helper)	23.65	24.83	26.07
Summer Students – grasscutters and other general labourers	17.71	18.60	19.53

NOTE:

1. Operator Trainer Premium of 10% of the basic classification rate for classroom training only.
2. Shift employees, as defined in Article 14:01, will be paid the following shift differentials:

	<u>February 1, 2007</u>	<u>February 1, 2008</u>	<u>February 1, 2009</u>
For No. 1 Shift	\$2.30	\$2.41	\$2.54
For No. 3 Shift	\$1.32	\$1.39	\$1.46

3. Operating Division shift employees, as defined in Article 14:02, will be paid the following shift differentials:

	<u>February 1, 2007</u>	<u>February 1, 2008</u>	<u>February 1, 2009</u>
For posted twelve (12) hour day shift	\$0.88	\$0.92	\$0.97
For posted twelve (12) hour night shift	\$2.03	\$2.13	\$2.23

4. Second Class Steam Ticket Premium

<u>February 1, 2007</u>	<u>February 1, 2008</u>	<u>February 1, 2009</u>
\$1.22	\$1.28	\$1.34

Payable to an Operator "O", Area 2, who is legally qualified to relieve the Utility FO position. Limited to two (2) operators per shift crew.

Steam Ticket rates apply to Area 2 Operators only.

5. First Aid Premium \$1.25 per hour (flat rate) will be paid to designated Level III First Aid Attendants.

SIGNED AT Burnaby, British Columbia, this 10th day of December, 2007.

FOR THE COMPANY:

Steve Willett

Jennifer Haggar

Dave Merrick

Eric Butler

Corry Kennedy

FOR THE UNION:

Dave Code

Davy Compardo

Ken Ellis

Russ Day

Brad Johnson

Jim Britton

ADDENDUM

JOB SECURITY

- 1 In view of the interest and concern by the parties in 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 on implementation of recommendations made by the above Committee on Automation or the expiration of this Agreement, whichever even 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 of facilities which will involve the discharge or lay-off of any regular employee.
- b The Company, in cooperation with Government, agrees to participate in every way possible in training and retraining any employee.
- c Any employee who is discharged or laid off because of technological change or automation shall be entitled to severance pay equivalent to the greater of:
 - (a) the amount of severance pay required by applicable Employment Standards legislation or
 - (b) an amount equivalent to not less than two weeks' pay plus two weeks' pay for each complete year of continuous service multiplied by 1.15 for each complete year of continuous service. The "2+2 Formula" includes any statutory requirements. Severance pay for a partial year of service will be calculated on a prorated basis. In calculating the severance pursuant to this

Addendum, a week's pay shall equal 40 hours at the employee's base hourly rate.

This formula provides a minimum severance payment of four weeks' pay for employees with one completed year of service and for employees with more than one year of service, two weeks' pay plus two weeks' pay per complete year of continuous service thereafter.

The Company will take into consideration all applicable legislation and regulations in an effort to provide the employee with the greatest flexibility in the payment of severance pay.

SCHEDULE "B"

LABORATORY TECHNICIAN DEVELOPMENT PROGRAM

Recognizing the need for highly skilled, well trained laboratory personnel in the refinery, the Company agrees to provide a Laboratory Technician Development Program (hereinafter referred to in this Schedule as the "LTDP" or the "Program") that provides for on-the-job training designed to provide the skills and knowledge of employees to the Chemical Technician level. The positions of Helper A, B and C are excluded from the LTDP.

The Company agrees to establish the complete LTDP covering a four (4) year development period.

A. Entry to Program

1. Employees hired into the Laboratory Division will have earned a Diploma of Technology in Chemical Sciences Technology from the British Columbia Institute of Technology or its equivalent as recognized by BCIT.

B. Schedule of Training

1. All employees will participate in on the job training while performing assigned duties.
2. Maximum time periods are as follows:

Technician helper	1 year
Technician II	1-1/2 years
Technician I	1-1/2 years
3. Where accelerated training procedures are available and laboratory conditions

permit, and where the employee is willing and able to accelerate their training, such procedures will be utilized.

C. Performance in Program

1. Satisfactory performance in the LTDP and eligibility to progress to the next phase of the Program will be determined by performance of regularly assigned duties. At the time an employee has satisfactorily completed a phase of the Program and is eligible to move to another phase, the Company will provide the employee with documentation of their performance.
2. All employees in the LTDP are also required to demonstrate proficiency in on the job laboratory testing and procedures.
3. It is recognized that situations beyond the employee's control, such as sickness, etc., may develop that warrant allowing additional time to meet the requirements set forth. In such cases, an employee may receive an extension of time as determined by the Company.
4. An employee who fails an on the job phase of the Program shall be required to successfully complete this phase within the succeeding six (6) months. In the event that an employee fails a particular phase of the LTDP, the Company will provide the employee with documentation of their performance and work with the employee to develop the necessary skills and knowledge for advancement in the Program. An employee who fails to complete a phase of the LTDP after repeating that particular phase once shall be deemed not to have made satisfactory progress.

5. The Company will not continue any employee in the LTDP who is not making satisfactory progress in the Program. Such an employee may be reassigned to another job, provided this does not displace a regular employee, or they may be terminated.

6. A technician in the laboratory will be paid the appropriate Technician Helper, Technician I or Technician II rate as a basic classification. Upon satisfactory completion of the LTDP, such technician will be classified as Chemical Technician.

7. All existing bargaining unit Laboratory Division employees who are not currently earning the Senior Chemical Technician rate will progress to:
 - i) the Chemical Technician rate in accordance with the Existing Program; and thereafter to

 - ii) the Senior Chemical Technician rate in accordance with existing practices for qualification of Senior Chemical Technicians.

SIGNED AT Burnaby, British Columbia, this 10th day of December, 2007.

FOR THE COMPANY:

Steve Willett

Jennifer Haggar

Dave Merrick

Eric Butler

Corry Kennedy

FOR THE UNION:

Dave Code

Davy Compardo

Ken Ellis

Russ Day

Brad Johnson

Jim Britton

**LETTER OF UNDERSTANDING RESPECTING
SAFETY, HEALTH AND INDUSTRIAL RELATIONS TRAINING FUND**

BETWEEN:

CHEVRON CANADA LIMITED
(the "Company")

AND:

COMMUNICATIONS, ENERGY AND
PAPERWORKERS' UNION OF CANADA, LOCAL 601
(the "Union")

The Company agrees to remit sixty dollars (\$60.00) per year for each regular member of the bargaining unit employed by the Company to the Safety, Health and Industrial Relations Training Fund established by the Union (the "Fund").

Payments will be made to the Fund on a quarterly basis with respect to all regular members of the bargaining unit employed throughout such quarter.

The Union agrees that the sole purpose of this Fund will be to provide training to its members and that Chevron Canada Limited employees at the Burnaby Refinery will share equitably in the benefits of the Fund. The Union further agrees that training provided by the Fund will be consistent with the safety and health programs and policies of the Company.

The provisions of the Collective Agreement respecting leaves of absence will apply to leave requested pursuant to this letter of understanding.

The Union agrees to provide to the Company an audit of the Fund annually.

This Letter of Understanding shall be in effect for the period from February 1, 2007 until January 31, 2010, inclusive.

SIGNED AT Burnaby, British Columbia, this 10th day of December 2007.

FOR THE COMPANY:

Steve Willett

Jennifer Haggar

Dave Merrick

Eric Butler

Corry Kennedy

FOR THE UNION:

Dave Code

Davy Compardo

Ken Ellis

Russ Day

Brad Johnson

Jim Britton

LETTER OF UNDERSTANDING RESPECTING PREMIUM PAY

BETWEEN:

CHEVRON CANADA LIMITED
(the "Company")

AND:

COMMUNICATIONS, ENERGY AND
PAPERWORKERS' UNION OF CANADA, LOCAL 601
(the "Union")

The Company and the Union agree that this Letter of Understanding Respecting Premium Pay will be for the period February 1, 2007 to January 31, 2010, on the terms and conditions set out in this Letter of Understanding.

A 10% premium of the basic classification rate will be paid for temporary assignments of a supervisory nature, as determined by the Company. Examples of such assignments are: Lab Coordinator, Maintenance Repairman "A" Relief, and U - Crew when supervising contractors during a shut down.

SIGNED AT Burnaby, British Columbia, this 10th day of December, 2007.

FOR THE COMPANY:

Steve Willett

Jennifer Haggar

Dave Merrick

Eric Butler

Corry Kennedy

FOR THE UNION:

Dave Code

Davy Compardo

Ken Ellis

Russ Day

Brad Johnson

Jim Britton

**LETTER OF UNDERSTANDING RESPECTING THE BANKING
OF OVERTIME FOR MAINTENANCE DIVISION EMPLOYEES,
LABORATORY EMPLOYEES AND DAY WORKERS**

BETWEEN:

CHEVRON CANADA LIMITED
(the "Company")

AND:

COMMUNICATIONS, ENERGY AND
PAPERWORKERS' UNION OF CANADA, LOCAL 601
(the "Union")

The Company and the Union agree that the banking of overtime by bargaining unit employees in the Maintenance Division, Laboratory employees and Day Workers (which shall include the U Crew and Area 1 Day Crew) will be permitted for the period February 1, 2007 to January 31, 2010, on the terms and conditions set out in this Letter of Understanding.

For the period February 1, 2007 to and including January 31, 2010 employees will be entitled to bank the overtime equivalent of two weeks of work (i.e. 76 hours), provided the time off is at a time mutually agreeable to the Company and the employee and **is at no additional cost to the Company**. Approval to take this time off will be at the Company's sole discretion.

Any dispute arising with respect to the interpretation of this Letter shall be resolved pursuant to the dispute resolution mechanisms set out in the Collective Agreement entered into between the parties as of February 1, 2007.

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.

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 each overtime hour worked, to be taken off at a subsequent date;
- (b) time off with pay will be earned in one-half hour increments only;

- (c) the employee must notify the Company of his/her election to bank time upon completion of the overtime work;
- (d) a maximum of overtime equivalent of two weeks of work of a posted work schedule can be banked in any calendar year;
- (e) once any banked overtime has been liquidated, it cannot be replenished in that calendar year.

Employees will be entitled to take time off with pay accumulated in the bank on the following basis:

- (a) employees may withdraw time off with pay in increments equivalent to the number of hours in a full day of their posted work schedule only;
- (b) an employee will be entitled to take day(s) off with pay at a time mutually agreed to by the employee and the Company;
- (c) employees requesting the withdrawal of time off with pay in accordance with this Letter shall provide the Company with 14 calendar days notice of their request;
- (d) employees unable to take time off with pay accumulated in the bank by November 30th of each year will be paid out for all hours remaining in the bank by the end of the calendar year.

SIGNED AT Burnaby, British Columbia, this 10th day of December, 2007.

FOR THE COMPANY:

Steve Willett

Jennifer Haggar

Dave Merrick

Eric Butler

Corry Kennedy

FOR THE UNION:

Dave Code

Davy Compardo

Ken Ellis

Russ Day

Brad Johnson

Jim Britton

**LETTER OF UNDERSTANDING RESPECTING
ADDITIONAL RESPONSIBILITIES**

BETWEEN:

CHEVRON CANADA LIMITED
(the "Company")

AND:

COMMUNICATIONS, ENERGY AND
PAPERWORKERS' UNION OF CANADA, LOCAL 601
(the "Union")

The Company and the Union agree that this Letter respecting additional responsibilities will be for the period February 1, 2007 to January 31, 2010, on the terms and conditions set out in this Letter of Understanding.

A premium rate will be payable to all Eligible Employees in the Operations, Maintenance, Laboratory and Procurement Divisions. Eligible Employees will be defined as employees who are assigned and are performing additional responsibilities as defined by the Company or are progressing on a plan determined by the Company to enable them to perform the responsibilities. Head Operators, First Operators and Relief Head Operators/First Operators do not qualify as Eligible Employees.

The Eligible Employees will receive a premium rate of 5% in accordance with the above paragraph. This premium rate will not be additive or cumulative with any other premium rate, such as the Operator Trainer premium, the Second Class Steam Ticket premium, and any premium payable under the Letter of Understanding Respecting Premium Pay.

Examples of these additional responsibilities (for the purposes of illustration only) include but are not limited to the following:

- Maintenance Craft Planner
- Capital Projects Representative (Maintenance or Operations)
- Analyzer and DCS Lead

The 5% premium rate available under the terms of this Letter will commence February 1, 2007.

SIGNED AT Burnaby, British Columbia, this 10th day of December, 2007.

FOR THE COMPANY:

Steve Willett

Jennifer Haggar

Dave Merrick

Eric Butler

Corry Kennedy

FOR THE UNION:

Dave Code

Davy Compardo

Ken Ellis

Russ Day

Brad Johnson

Jim Britton

**LETTER OF UNDERSTANDING REGARDING
CONTRACTING OUT OF WORK**

BETWEEN:

CHEVRON CANADA LIMITED
(the "Company")

AND:

COMMUNICATIONS, ENERGY AND
PAPERWORKERS' UNION OF CANADA, LOCAL 601
(the "Union")

The Company and the Union agree that for the period February 1, 2007 to January 31, 2010 the performance of work for the Company by contractors physically performed at the Burnaby refinery will not cause the lay off of any employees in the bargaining unit.

SIGNED AT Burnaby, British Columbia, this 10th day of December, 2007.

FOR THE COMPANY:

Steve Willett

Jennifer Haggar

Dave Merrick

Eric Butler

Corry Kennedy

FOR THE UNION:

Dave Code

Davy Compardo

Ken Ellis

Russ Day

Brad Johnson

Jim Britton

**LETTER OF UNDERSTANDING REGARDING THE SAFE
OPERATION OF THE BURNABY REFINERY IN THE EVENT OF
A THIRD PARTY INDUSTRIAL ACTION OR A GENERAL STRIKE**

BETWEEN:

CHEVRON CANADA LIMITED
(the "Company")

AND:

COMMUNICATIONS, ENERGY AND
PAPERWORKERS' UNION OF CANADA, LOCAL 601
(the "Union")

The Company and the Union agree that this Letter respecting third party industrial action or a general strike will be effective for the period February 1, 2007 to January 31, 2010, on the terms and conditions set out in this Letter of Understanding.

There is a concern by the Company and the Union that there may be instances where third parties picket the Company Refinery premises such that the Union members refuse to cross the picket lines and therefore, refuse to work. This may occur in the event of a strike by represented employees of contractors at the Refinery or in the event of a General Strike or day of protest or political event. Both the Company and the Union recognize that the Refinery operates 24 hours a day, seven days a week and that the Refinery cannot be safely shut down in less than 24 hours. Therefore, both the Company and the Union recognize the need for an agreement to allow some Union members to attend at work during period of third party industrial action or a general strike which includes third party pickets at the Refinery to ensure the safety of the Refinery and all personnel at the refinery and to ensure there is no risk to people or the environment.

In recognition of the Union agreeing to the following, the Company agrees that, in the event of picketing at the Refinery, it will not actively encourage Union members to cross the third party picket line or discipline any Union member who does not report for work at the Refinery for being absent without leave.

A. The Company and the Union agree to the following Protocol in event of limited Industrial Action (< 24 hrs)

1. In the event of industrial action of limited duration (e.g. a third party picket by represented employees of a contractor or third party pickets at the Refinery main gates (Area 1 and/or Area 2) as a result of a 24 hr general strike or day of protest, a member of the Union executive will be contacted immediately by the Operations Manager or delegate. Order of contact should be to the Local Union Chairman and then Chief Steward and Union Vice-Chair.

2. If the picketing is for a known duration, or it is expected to be removed quickly due to legal action, the incumbent operating crews will be expected to remain at their positions for an extended shift of up to 18 hours. Thereafter, Management, Supervision and engineering personnel knowledgeable in unit operations will assume responsibilities for all shift operating and key maintenance support positions, with support and direction from a skeleton safety support crew of six Union Operations personnel for each shift (5 for Area 2 and 1 for Area 1). These personnel will be expected to act primarily in an advisory capacity only, but will be required to intervene in the event of upset or emergency conditions. Any Union personnel called in, including the Union executive representative, will receive payment as per the Collective Agreement.
3. The Union executive will be responsible for calling in the Union Operations personnel as required to support the Management personnel in the safe operation of the refinery. The Operations Manager will provide a formal request to the Union executive representative to initiate a call out as necessary.
4. The Union executive representative will do everything possible to ensure that the named personnel required for the safe operation of the refinery will be available on site, including liaising with the picket captain to get agreement to allow the named personnel to cross the picket line to support Management personnel in the safe operation of the refinery.
5. Delivery trucks operated by outside Union personnel will be held outside the refinery gates until the picket line has been removed. In the event that a delivery of an essential service (e.g. Nitrogen) is required for the continued safe operation, or safe shutdown, of the refinery, then the Union executive representative, together with Refinery Management, will discuss emergency supply options with the Union involved.
6. In the event of a significant emergency occurring at the Refinery involving either the safety of the plant or individuals, or environmental issues, the Union agrees that the Union members at the plant will participate in operating the plant and will allow all required Union members to attend at the Refinery to assist in any way required to handle the emergency.
7. Chevron will provide food and rest areas for the Union members as required for the duration of the dispute.
8. Once the industrial action has been concluded and the picket line removed, the scheduled shift personnel shall immediately enter the Refinery to resume normal duties.

B. Protocol in event of prolonged Industrial Action (> 24 hrs)

1. In the event of industrial action and picketing by third parties at the Refinery main gates (Area 1 and/or Area 2), a member of the Union executive will be contacted immediately by the Operations Manager or delegate. Order of contact should be to the Local Union Chairman and then Chief Steward and Union Vice-Chair.
2. The Operations Manager will immediately contact the Refinery Leadership Team and the Chevron Legal Department to determine the legality of the dispute and enact proceedings as appropriate to have the picket removed, or limit the location of the picket (e.g. to the contractor gate). The group pager alert will be activated (7777-21) to inform non-represented personnel to attend.
3. If there is no prospect of the third party picket(s) being removed before the next scheduled shift change at the Refinery and it is evident that the dispute will last longer than 24 hours, Chevron Operations personnel shall begin the orderly safe shutdown of the Refinery as per the defined 72 hour shutdown plan. Additional essential Operations & Maintenance personnel will be called in as required to support the plan. Any Union personnel called in, including the Union executive representative, will receive payment as per the Collective Agreement.
4. The Operations Manager will provide the Union executive representative with information on such things as timings, numbers and names of essential personnel who will be required to enter the facility to safely shut the refinery down and leave in a stable condition for management/non-unionized employees to monitor. It will be the Operations Managers sole decision as to the numbers and names of essential personnel who will be required to safely shut the refinery down. Essential personnel will include varying numbers of area 2 operators, depending on the current state of the shutdown sequence, Area 1 operator for tank switching as well as instrument & mechanical personnel for support services.
5. The Union executive representative will do everything possible to ensure that the essential personnel described above will be available on site, including liaising with the picket captain to get agreement to allow the named personnel to cross the picket line to enact the shutdown and also to ensure the plan is proceeding as per the agreed schedule.
6. Delivery trucks operated by outside Union personnel will be held outside the refinery gates until the picket line has been removed. In the event that a delivery of an essential service (e.g. Nitrogen) is required for the safe shutdown, of the refinery, then the Union executive representative, together with Refinery Management, will discuss emergency supply options with the Union involved to get any required agreements.

7. In the event of a significant emergency occurring at the Refinery involving either the safety of the plant or individuals, or environmental issues, the Union agrees that the Union members at the plant will participate in operating the plant and will allow all required Union members to attend at the Refinery to assist in any way required to handle the emergency.
8. Chevron will provide food for the Union staff supporting the safe shutdown of the Refinery.

SIGNED AT Burnaby, British Columbia, this 10th day of December, 2007.

FOR THE COMPANY:

Steve Willett

Jennifer Haggar

Dave Merrick

Eric Butler

Corry Kennedy

FOR THE UNION:

Dave Code

Davy Compardo

Ken Ellis

Russ Day

Brad Johnson

Jim Britton

**LETTER OF UNDERSTANDING REGARDING
HOURS OF WORK – AREA 1 AND AREA 2 SHIFT WORKERS**

BETWEEN:

CHEVRON CANADA LIMITED
(the “Company”)

AND:

COMMUNICATIONS, ENERGY AND
PAPERWORKERS’ UNION OF CANADA, LOCAL 601
(the “Union”)

The Company and the Union agree that this Letter of Understanding respecting hours of work for Area 1 and Area 2 shift workers will be effective unless otherwise agreed to by the Company and the Union in writing in accordance with Article 12.01(c).

The Collective Agreement refers to the shift change times as 07:00 hr and 19:00 hr.

The current and uniform practice is for shift workers to change shift in Area 1 at 05:30 hr and 17:30 hr, and in Area 2 at 06:00 hr and 18:00 hr.

During the recent labour negotiation sessions, the parties discussed an adjustment to the existing Memorandum dated September 1, 2004, to accurately reflect these start times in Area 1 and Area 2.

As per the previous Memorandum, this will confirm that the shift change in both Area 1 and Area 2 shall occur between the hours of 05:30 and 06:00 in the morning and between the hours of 17:30 and 18:00 in the evening. It is expected that these hours will be adhered to in practice and shall not drift into an earlier shift change. Time required to pass information or instructions between on-coming and out-going shift personnel or other employees shall not be considered time worked.

With respect to any approved overtime payments, calculations will be made in Area 1 from the 05:30 hr and 17:30 hr and in Area 2 from 06:00 hr and 18:00 hr.

This change will be implemented starting on November 19th, 2007.

SIGNED AT Burnaby, British Columbia, this 10th day of December, 2007.

FOR THE COMPANY:

Steve Willett

Jennifer Haggar

Dave Merrick

Eric Butler

Corry Kennedy

FOR THE UNION:

Dave Code

Davy Compardo

Ken Ellis

Russ Day

Brad Johnson

Jim Britton

**LETTER OF UNDERSTANDING RESPECTING AN
OVERTIME SYSTEM**

BETWEEN:

CHEVRON CANADA LIMITED
(the "Company")

AND:

COMMUNICATIONS, ENERGY AND
PAPERWORKERS' UNION OF CANADA, LOCAL 601
(the "Union")

The Company and the Union agree to form a committee that will develop and recommend a systematic approach to effectively and efficiently address overtime in Operations and Maintenance. The committee will include, as a minimum, one Union Executive representative and one Company representative.

The purpose of the committee will be to discuss, develop and recommend a new system that will:

- Define and improve the process of filling planned, unplanned and short notice overtime (less than 24 hours);
- Improve equalization of overtime for all employees, with a goal to ensure fair and equitable distribution and acceptance of overtime opportunities to ensure that all employees are able to work safely;

The parties agree to implement the new system prior to July 1, 2008.

SIGNED AT Burnaby, British Columbia, this 10th day of December, 2007.

FOR THE COMPANY:

Steve Willett

Jennifer Haggar

Dave Merrick

Eric Butler

Corry Kennedy

FOR THE UNION:

Dave Code

Davy Compardo

Ken Ellis

Russ Day

Brad Johnson

Jim Britton

**LETTER OF UNDERSTANDING RESPECTING A NEW
OPERATOR DEVELOPMENT PROGRAM**

BETWEEN:

CHEVRON CANADA LIMITED
(the "Company")

AND:

COMMUNICATIONS, ENERGY AND
PAPERWORKERS' UNION OF CANADA, LOCAL 601
(the "Union")

The Company and the Union agree that for the period February 1, 2007 to January 31, 2010 the parties will form a committee that will develop and recommend a systematic approach for a certification program for senior operators based on the following:

- The committee will provide input on competencies, training and certification requirements for senior operators to complete.
- Upon certification through this program, Operators who have worked a minimum of six years after successful completion of the ODP program and the final exam (the "Class Date") will be paid the new rate of Relief HO/FO as set out in Appendix "B".
- Operators are eligible to enter the program upon their Class Date.

The following will apply in regard to employees affected by this new program:

- Employees listed below will be paid the hourly rate equivalent to O+ 5% as of February 1, 2009 and will be required to complete the certification to obtain the new classification of Relief HO/FO – Area 2 as set out in Appendix "B".

<u>Employee</u>	<u>Class Date</u>
Boehr, N.	12/07/97
McPherson, C.B.	12/05/98
Cameron, D.T.	07/30/99
Markin, K.S.	07/31/99
Lu, M.	08/07/99
Loyst I.C.	12/09/00
Kuznik, B.C.	04/28/02
Fournier, A.	05/04/02
Wright, M.E.	04/29/02

- Employees listed below will be paid the hourly rate equivalent to O+ 5% as of February 1, 2009 and will be required to complete the certification to obtain the new classification of Relief FO – Area 1 as set out in Appendix “B”.

<u>Employee</u>	<u>Class Date</u>
Mazzucco, A.R.	06/19/95
Southall, M.J.	05/29/02

- Employees who have successfully completed the ODP program and have worked an additional six years will only be eligible for the Relief HO/FO rate as set out in Appendix “B” upon certification in this proposed program.

SIGNED AT Burnaby, British Columbia, this 10th day of December, 2007.

FOR THE COMPANY:

Steve Willett

Jennifer Haggar

Dave Merrick

Eric Butler

Corry Kennedy

FOR THE UNION:

Dave Code

Davy Compardo

Ken Ellis

Russ Day

Brad Johnson

Jim Britton