

MEMORANDUM OF AGREEMENT

between



PETRO-CANADA
BURRARD PRODUCTS TERMINAL
UPPER PLANT
PORT MOODY, B.C.

and



COMMUNICATIONS, ENERGY
AND PAPERWORKERS UNION OF CANADA
LOCAL 601

Effective **September 6, 2007 to January 31, 2010**

MEMORANDUM OF AGREEMENT

By and Between

PETRO-CANADA, HEREIN ACTING WITH RESPECT ONLY TO ITS BARRARD PRODUCTS TERMINAL (UPPER PLANT), PORT MOODY, BRITISH COLUMBIA, HEREINAFTER REFERRED TO AS THE COMPANY.

OF THE FIRST PART

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION, LOCAL 601, HEREINAFTER REFERRED TO AS THE UNION.

OF THE SECOND PART

Term: **September 6, 2007 to January 31, 2010**

Petro-Canada
Burrard Products Terminal (Upper Plant)
1155 Glenayre Drive
Port Moody, B.C.

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ARTICLE 1 - RECOGNITION

- 1.01 The Company recognizes the Communications, Energy and Paperworkers Union, Local 601, as the exclusive bargaining agency for all employees of the Company employed as hourly rated employees at its Burrard Products Terminal (Upper Plant), save and except foremen, persons above the rank of foreman and office staff, with respect to rates of pay, hours of work and other conditions of work.
- 1.02 The term "Negotiating Committee" as herein used shall mean the Negotiating Committee which is an elected body of the Union which is specifically authorized to negotiate Collective Bargaining Agreements on behalf of the Union. The term "Executive" as herein used shall mean the Executive Officers of the Union who will conduct the affairs of the Union and who are specifically authorized to sign and administer Collective Bargaining Agreements on behalf of the Union.
- 1.03 The Union agrees to inform the Company in writing of the authorized membership of the Negotiating Committee and the Executive of the Union and any changes thereto during the term of this agreement.
- 1.04 The Union recognizes the exclusive right of the Company to exercise its functions of Management, including among others, the right to manage its business; to maintain order, discipline and efficiency; to direct the work force; to require employees to observe Company rules and regulations; to hire, promote, demote, transfer, classify or lay off employees because of lack of work; to suspend employees for just cause; and to discharge employees for just cause. Provided, however, that the Company recognizes that any exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure outlined in Article 12.

ARTICLE 2 - HOURS OF WORK

- 2.01 The duration of a working week will vary in accordance with the work schedules then in effect prepared by the Company but will average 37.33 hours. For the purposes of this Agreement, the regular working work of an employee shall mean the number of hours which that employee is scheduled to work by the Company in a week. The term "week" for the purpose hereof meaning either a time period of seven successive days or, in reference to the fourth week of a shift worker's schedule, a time period of six successive days.

2.02 (a) For all employees normally working days including but not limited to Maintenance employees, the following schedules shall provide for a repeating 21 day working cycle comprising, in the first week, 5 successive days of work followed by 2 days of rest; in the second week, 5 successive days of work followed by 2 days of rest; in the 3rd week, comprising at the Company's option either 1 day of rest, followed by 4 successive days of work followed by 2 days of rest or 4 successive days of work followed by 3 days of rest.

(i) Hours of work will be **0730 to 1200** and **1230 to 1600**.
Monday to Friday as scheduled.

(ii) For the purpose of Article 2.02 a day means the period from **0730** of one day to **0730** of the following day.

(b) For all employees normally working days in the Laboratory the following schedules shall provide for a repeating 18 week working cycle comprising of 11 four day work weeks and 7 five day work weeks as follows:

4,4,5; 4,4,5; 4,5,5;
4,4,5; 4,4,5; 4,4,5;

(i) Hours of work will be –
Jet Lab: **0700 - 1200** and **1230 - 1600**,
Knock Lab: **0700 -1200** and **1230 – 1600**,
Chem Lab – **0730 - 1200** and **1230 - 1630**

(ii) For the purpose of Article 2.02 a day means the period from **0700** of one day to **0700** of the following day.

2.03 For the purpose of Article 2.03 a day means a period from **0600** of one day to **0600** of the following day.

For all employees on shift work the following hours shall apply:

From **0600** to **1800**
From **1800** to **0600**

The working schedule shall provide for a repeating 27 day working cycle comprising of 3 weeks of 3 days of work followed by 4 days of rest and one week of 3 days of work followed by 3 days of rest.

- 2.04 An employee who loses time through a change of schedule may work out such time as arranged by the Supervisor. An employee making up time who is assigned to cover a shift vacancy shall be paid at the appropriate overtime rate and the time worked shall be applied against the time lost.
- 2.05 No employee working on shift shall leave a position until properly relieved except with the authority of the Supervisor in charge. All shift workers shall eat at the scene of their work and shall eat as work and time permit. Because of this requirement, their lunch period shall be part of their shift and no deduction in pay shall be made.
- 2.06 The above schedule of hours shall apply to the over-all working force. However, where special circumstances require different work periods for a limited number of employees, the Union shall be advised prior to institution.
- 2.07 If a day worker is requested by the Company to work during a regularly scheduled lunch period, he/she shall be paid at straight time for that lunch period, but shall be permitted to take 30 minutes on the Company's time for lunch at the first opportunity.
- 2.08 The Company agrees that only such employees as it deems necessary to operate and maintain the Plant shall be required to work Saturdays, Sundays and holidays.

ARTICLE 3 - RATES OF PAY

- 3.01 The rates of pay in Appendix 1 shall apply to the job classifications set out therein and not to the individuals performing the work except in the Process Department where the individual shall receive either the rate applicable to the phase of the Operating Technician training program which has been successfully completed or the rate for the job classification filled, whichever is higher. The Company agrees to pay and the Union agrees to accept it during the life of this Agreement.
- 3.02 Deductions from wages, except those required by law shall be made only on the written authority of the employee, and with the consent of the Company.

- 3.03 Any shift employee temporarily assigned to a higher rated job classification shall receive the rate for the higher paid job while so assigned, except as provided in Article 8.01. Any employee temporarily assigned to a lower job classification shall not have his/her rate reduced.
- 3.04 If new job classifications are established during the life of this Agreement, which are not covered by the Schedule of Rates of Pay now in effect, the rates for such new job classifications shall be negotiated between the Company and the Union. The Company may put into effect a temporary rate pending negotiations on the rate to be established, but once the rate has been established it shall be made retroactive to the time when the new job classification was instituted.
- 3.05 An employee who is given the responsibilities of a Shutdown Coordinator shall receive a premium of 8% above the rate of his/her classification while so engaged.
- 3.06 An employee who is given the responsibilities of a Foreman or Supervisor shall receive a premium of 12% above the rate of his/her classification while so engaged.
- 3.07 The Company shall pay wages fortnightly on the Thursday following the closing day of the pay period at 8:00 a.m. Tuesday for day workers and 6:00 a.m. Tuesday for shift workers. All wages or monetary transactions will be by Direct Deposit to the employee's bank account.
- 3.08 Employees will be paid shift differential at the rates stated in Appendix 1, Schedule Rates of Pay as follows:
- (a) Shift workers working regularly scheduled rotating 12 hour shifts from **1800** to **0600** and from **0600** to **1800**.
 - (b) Day workers assigned to hours outside the normal day schedule when such time worked does not qualify for overtime payment under provisions of Article 4.

ARTICLE 4 - OVERTIME

- 4.01 Only authorized work over the regular schedule of hours shall be considered as overtime. Overtime work shall be performed by employees when required. When allocating overtime, the Company shall give consideration to any reasonable request by an employee to be excused from such overtime work. Overtime work shall be distributed as fairly as possible among the qualified employees scheduled to work in the classification in

which such work becomes necessary.

- 4.02 Employees called in and performing work not continuous with their regular work period shall be paid for the hours so worked at the applicable overtime rate or a minimum of four hours at straight time whichever is the greater. Employees reporting for work and not needed for the full hours shall be paid as above. Payment shall not be made when an employee has been previously given four hours notice not to report for work.
- 4.03 All day workers who work the normal schedule and are required to work more than two hours overtime shall be provided with a **meal**. All shift workers required to work more than two hours of unscheduled overtime beyond their regular schedule shall be provided with a **meal**. If such employees are required to continue to work, a **meal** shall be provided after each additional 4 hours of continued, unbroken overtime.
- 4.04 A day worker, scheduled to work days, who performs work between the hours of **2400** and **0400**, shall not, except in cases of abnormal operational difficulties, be required to report for his/her normal scheduled hours of work, within eight (8) hours of completing such work. The employee will not lose any time or pay because of this provision. The employee shall notify his/her Supervisor prior to leaving the Plant if he/she will not be reporting for the normally scheduled hours of work. Notwithstanding the above, standoff time or pay shall not accrue beyond **1200** of the day on which such overtime work was completed.
- A day worker, scheduled to work days who performs work outside of the normal scheduled hours exclusive of the hours between **2400** and **0400**, will be paid in accordance with the provisions of Article 4.02.
- 4.05 Regardless of the number of hours overtime worked during any working week the Company agrees not to suspend or layoff any employee to avoid payment of overtime.
- 4.06 Employees may exchange shifts or days off provided they first receive written consent of the Operations Supervisor (Appendix 4) and provided that no additional costs or penalty shall be paid by the Company.
- 4.07 No overtime or premium shall be paid when a change is made at the employee's request.
- 4.08 Under no combination of circumstances shall more than double time be paid for work performed.

- 4.09 The Company shall pay two times 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 day of rest.
 - (c) For work performed on recognized holidays as defined in Article 5.

DAY WORKERS

- 4.10 Day workers, when requested to work other than their normal hours, shall be paid at the rate of two times their regular rate for the first period of work at the new hours.
- 4.11 When a day worker is changed to a regular, scheduled shift job he/she shall be paid double time for the first shift worked of the new schedule and thereafter be governed by the provisions for shift workers contained in the Agreement.

SHIFT WORKERS

- 4.12 Shift worker means those employees who work on a regular scheduled rotating shift basis.
- 4.13
- (a) When a **shift worker's** schedule is changed by the Company, the shift worker shall be paid double time for the first shift of the new schedule. If a change of schedule coincides with a recognized holiday, change of schedule premium will be applied to the next regular shift of the employee's new schedule. A change in schedule is a change whereby the starting time is altered by four hours or more, or the days off are changed.
 - (b) When more than the number of scheduled work days are worked in the scheduled work week established from the first working day of the old schedule, double time shall be paid for work performed on the first and second days of rest of the old schedule. No overtime will be paid for the work performed on the third or fourth days of rest of the old schedule. Thereafter overtime shall be applicable to days of rest of the new schedule.
 - (c) When a shift worker is changed to a regular day worker classification or to a regular day worker on a temporary basis, he/she shall not be entitled to the premium payment under this clause and thereafter shall be governed by the provisions for day workers contained in the Agreement.

(d) A Utility Pool employee shall not be paid premium time for a change of schedule provided he/she is given a minimum of 48 hours notice prior to such change. When more than the number of schedule work days are worked in the scheduled work week established from the first working day of the old schedule, double time shall be paid for work performed on the first and second days of rest of the old schedule. No overtime will be paid for work performed on the third or fourth days of rest of the old schedule. Thereafter overtime shall be applicable to days of rest of the new schedule.

ARTICLE 5 - HOLIDAYS

5.01 The following days shall be recognized for the purpose of this Agreement:

New Year's Day	January 1st
Good Friday	As proclaimed
Victoria Day	As proclaimed
Canada Day	July 1st
B.C. Day	1st Monday in August
Labour Day	As proclaimed
Thanksgiving Day	As proclaimed
Remembrance Day	November 11th
Christmas Day	December 25th
Boxing Day	December 26th
11th Holiday	By agreement
12th Holiday	By agreement

5.02 Observance of the recognized holidays by day workers shall be from **0730** on the proclaimed day until **0730** on the following day, except when the holiday falls on a scheduled day of rest in which case the last scheduled working day prior to the proclaimed holiday date, or, at the Company's option the first scheduled working day following the proclaimed holiday date, will be observed. Observance of the recognized holidays by shift workers shall be from **0600** on the calendar day until **0600** on the following day.

- 5.03 Holiday pay and pay for work performed shall be considered as separate items of payment. Holiday pay shall be 8 hours pay at the employee's basic rate.
- 5.04 Employees shall not be paid holiday pay for the above statutory holidays while on leave of absence, suspension or layoff. Holiday pay shall not be paid when an employee does not report for work both the day or shift immediately preceding and the day or shift immediately following the recognized holiday for which he/she is scheduled to work, without advance permission or a reason acceptable to the Company.
- 5.05 If any of the recognized holidays is observed on a regularly scheduled work day during the employee's vacation period, as defined in 6.04, he/she shall be entitled to one additional day of vacation or one day's pay in lieu of the recognized holiday as scheduled by the Company. If any of the recognized holidays is observed on a regularly scheduled day of rest, vacation entitlement will be unaffected.

ARTICLE 6 - VACATION WITH PAY

- 6.01 The Company agrees to give vacation to employees at their regular hourly rate of pay or as provided by the Employment Standards Act of B.C., whichever is greater. The appropriate number of weeks vacation given shall be as follows:
- (a) The vacation year will run for twelve (12) months from January 1st to December 31st, and vacation will be scheduled to be taken at any time during that period.
 - (b) A vacation week for day workers shall consist of seven (7) days off, and the maximum number of working days in a vacation week shall be five (5). The vacation week will begin on the first working day of an employee's regular work schedule.
 - (c) For employees working a twelve (12) **hour s**hift schedule, a vacation week shall consist of three (3) scheduled consecutive working days off, and the maximum number of working days in a vacation week shall be three (3).
 - (d) Employees with one (1) year of service or more. Employees who complete or will complete the required years of continuous service in a given calendar year will be entitled to vacations in that vacation year on the following basis:

<u>Completed Continuous Service</u>	<u>Vacation Entitlement</u>
1 year but less than 10	3 weeks
10 years but less than 18	4 weeks
18 years but less than 25	5 weeks
25 years and over	6 weeks

(e) Employees with less than one (1) year of service:

For Day Workers:

One and one-quarter (1 ¼) days vacation (to a maximum of 15) for each calendar month (or part thereof) the employee is on the payroll in the first calendar year.

For 12 Hour Shift Workers:

Three quarters (¾) of a day's vacation (to a maximum of nine (9) twelve (12) hour days) for each calendar month (or part thereof) the employee is on the payroll in the first calendar year.

(f) For the purpose of this clause scheduled working weeks means the time period corresponding to the scheduled working weeks an employee would have worked had he/she not been entitled to the vacation, and vacation pay shall be equivalent to the pay the employee would have received had he/she worked such scheduled working weeks. Vacation pay shall be paid at the regular rate of pay applicable at the time the vacation is taken. In the subsequent year, the vacation pay adjustment shall be paid, calculated on the basis of 2% of total vacationable earnings per week of vacation entitlement during the previous year, less vacation pay received during that year.

- 6.02 Vacations are not cumulative and cannot be changed without permission of the Company. The vacation period shall be continuous unless otherwise mutually agreed.
- 6.03 An employee may express preference for the time of his/her vacation and due consideration shall be given, and where possible his/her wishes shall be granted. Vacation schedules shall be prepared as far as possible to grant the wishes of employees and to schedule as many vacations as possible in the preferential summer months.
- 6.04 A **shift worker's** vacation shall be defined as the time period beginning immediately after the last regularly scheduled working shift, until the first regularly scheduled working shift following the vacation days.

- 6.05 Notwithstanding the foregoing, it is understood and agreed that vacations must be taken at times when **they** are most conducive to the efficient operation and maintenance of the Terminal and as scheduled by the Company. The Company shall endeavor to schedule vacations in order to give employees 45 days notice of their assigned vacations.

ARTICLE 7 - SENIORITY

- 7.01 An employee shall be considered on probation and shall not be placed on the seniority list until he/she has been employed 180 calendar days of unbroken service with the Company, and has been accepted as medically fit by the Company doctor during such period. Upon conclusion of the probationary period the employee's seniority shall commence from date of hiring.
- 7.02 The Plant seniority list shall show the names and recognized service dates of each employee covered by the Agreement and the day of last entry into the service of the Company in job classifications covered by this Agreement, from which date Plant seniority shall accumulate.
- 7.03 An employee who has been or is promoted to an excepted position with the Company shall continue to accumulate Plant seniority for a period of 4 months, while so employed. Such a person when released from excepted employment may, within thirty days, exercise his/her seniority to return to the job classification from which he/she came and failing to do so shall forfeit his/her seniority.
- 7.04 Seniority lists shall be posted in January of each year. Protest in regard to seniority standing and promotion numbers shall be submitted in writing within sixty calendar days from the date such lists are posted. When proof of error is presented by an employee such error shall be corrected and when so corrected the agreed upon seniority date shall be final. No changes shall be made in the existing seniority status of an employee unless concurred with by the Union. Copies of the seniority lists shall be supplied to the Union.
- 7.05 An employee who has been discharged and subsequently returned to the service in a position covered by this Agreement may only have seniority reinstated by agreement between the Company and the Union.

ARTICLE 8 - TRAINING

- 8.01 Employees shall be encouraged to learn the duties of other job classifications and every opportunity shall be afforded them to learn the work of such position in their own time and during their regular working hours and when it will not unduly interfere with the performance of their regularly assigned duties or those of others. The Company shall schedule employees on the same shift to change positions for training purposes without affecting rates of pay or any of the employees concerned.
- 8.02 No employee shall suffer reduction in position or loss of pay through another employee being transferred into a department for training.
- 8.03 The Company agrees to provide an Operating Technician training program designed to give theoretical and practical training which will develop and increase the skills and knowledge of Operating Technicians.
- 8.04 Participation in the Operating Technician training program shall be a condition of employment for Operations employees.
- 8.05 An employee who fails a phase of the program shall be required to successfully complete that phase of the **operator technician training** program within the succeeding six month period. Rewrite opportunities to a maximum of two shall be provided before the commencement of the next phase of the program.
- 8.06 The Company shall not be required to retain an Operations employee who fails to complete a given phase of the **operator technician training** program, in accordance with Article 8.05.
- 8.07 Attendance at fire/emergency response training as scheduled by the Company, is mandatory for employees covered by this Agreement.

ARTICLE 9 - VACANCIES AND PROMOTIONS

- 9.01 When a vacancy occurs in a regular job classification above the lowest classification promotion shall be made from the lowest job classifications as shown on the Line of Promotion chart and in order of the designated promotion number provided there are qualified employees therein. Otherwise the vacancies shall be bulletined.
- 9.02 On entering a line on the Promotion Chart (Appendix 2) employees shall be assigned promotion numbers to indicate their relative position in that line of promotion.
- 9.03 An employee who declines a promotion to a higher job classification and subsequently accepts promotion on the same higher job classification shall remain behind the employee who did receive the promotion for all seniority purposes within that department. An employee who declines a promotion shall do so in writing but this shall not affect opportunity for promotion in the future.
- 9.04 Bulletining of jobs shall be done in the following manner: The job shall be bulletined within five calendar days of the vacancy occurring. Vacancies in new job classifications need not be bulletined until the expiration of thirty calendar days from the date created.
- 9.05 The bulletin shall show a general job description, rate of pay, hours of work and shall be posted for five calendar days in a place accessible to all employees affected. Copies of all bulletins shall be furnished to the Union.
- 9.06 Employees desiring such positions shall within the five calendar day period specified in Article 9.05 forward duplicate applications through their supervisor to the Human Resources Office. The Company shall forward one copy to the Union. An employee absent due to vacation, illness or leave shall be deemed to have made application.
- 9.07 Bulletined vacancies shall be filled by the Company based on qualifications to perform the work, but where two or more employees are qualified, seniority shall govern. The name of the successful applicant shall be bulletined within seven calendar days in the same manner as the vacancy was bulletined, except in the case where the senior employee is not awarded the vacancy, the supervisor shall notify the senior employee before the award is bulletined.

- 9.08 Bulletined vacancies may be filled temporarily pending the assignment of successful applicants. Such assignments shall be taken over by the person appointed not more than ten working days after the date of posting of the award.
- 9.09 Vacancies of a temporary nature resulting from vacations, injury, sickness, leave of absence or emergencies may be filled as follows when coverage with employees having the necessary qualifications can be provided:
- (a) Moving up the personnel of the shift into successively higher classification of the shift until the vacancy is filled.
 - (b) Assigning employees from an operation temporarily suspended.
 - (c) Assigning personnel from another shift.

When vacancies are filled by overtime work, Article 4.01 shall apply.

- 9.10 When it can be determined that the duration of the vacancy, except vacancies due to vacation or Union leave of absence, will be in excess of 15 consecutive days from the date of such determination, then the vacancy shall be bulletined as in Article 9.01.
- 9.11 Promotions to Supervisor positions shall not be subject to the provisions of this Agreement.
- 9.12 Employees who have given long and faithful service and who become unable to handle heavy work shall be given preference for such available light work which they are able to perform at the established rate for such a job classification.

ARTICLE 10 - REDUCING FORCES AND LAYOFFS

- 10.01 Employees whose positions are abolished shall be transferred to other positions and given preference over employees with less seniority provided they have the qualifications to perform the duties of such other persons.
- 10.02 In reducing forces, seniority shall be given due consideration.

- 10.03 When increasing staff, preference shall be given in order of their seniority to employees who have been laid off, provided that such employees have qualifications for the jobs to be filled and report for work at the time and place specified in the notice hereinafter provided.
- 10.04 The notice to report for work shall be given by registered letter, mailed to the last address of the employee on the records of the Company at least ten days prior to the date he is to report for work. It shall be the responsibility of the employee to keep the Company informed of the address through which he/she may be reached.
- 10.05 In the event a general layoff is necessary the Company and the Union shall jointly discuss alternative means before any action is taken.

ARTICLE 11 - DISCIPLINE

- 11.01 An employee having 180 calendar days or more seniority shall not be suspended or discharged until the charges against him/her have been investigated by Management. This shall not mean that an employee cannot be immediately suspended for reasons which might be prejudicial to the maintaining of discipline or efficient operations.
- 11.02 An investigation shall be held as quickly as possible and the Union shall be notified of the investigation.
- 11.03 An employee may be held out of service for investigation, not exceeding three working days, and shall be given at least one working day's notice of the investigation and notified of the charges against him/her, but this shall not be construed to mean that a proper member of the supervisory staff shall be prevented from making an immediate investigation.
- 11.04 Should an employee be found to have been unjustly penalized, he/she shall be paid at regular rates of pay for time lost, if any, and reinstated with full seniority.
- 11.05 The Union shall be advised in writing of disciplinary action such as suspension, demotion, or dismissal taken against an employee.

ARTICLE 12 - GRIEVANCE AND ARBITRATION

- 12.01 If an employee believes that he/she has been unjustly treated by the Company or some provisions of this Agreement affecting him/her personally have been violated, he/she shall take up the case directly with the immediate supervisor, and if not satisfied with the answer of the immediate supervisor, the grievance procedure set forth below shall be followed:
- 12.02 Step 1. The employee shall within ten calendar days of the alleged violation, state the grievance in writing and may with or without the assistance of the union representative take up the matter directly with the immediate supervisor who shall render his/her decision in writing within five calendar days. Copies of the written grievance shall be presented to the immediate supervisor, the Union and Human Resources.
- 12.03 Step 2. Failing satisfactory solution of the grievance the employee, accompanied by a representative of the Executive, shall within five calendar days of the decision in Step 1 submit the grievance to the Supervisor and Human Resources who shall render a decision in writing within five calendar days.
- 12.04 Step. 3. If the grievance is not settled by Step 2 it shall be presented by the Union to the Manager within five calendar days of the decision in Step 2, who shall render a decision in writing within 10 calendar days.
- 12.05 The time periods in Steps 1, 2 and 3 shall be extended by the period of absence of the employee or Supervisor on vacation or sick leave.
- 12.06 If at any step in dealing with a grievance an agreement is reached settling the grievance, a note or memorandum in writing of the agreement reached shall be made and signed by the representatives of the Company and by the employee as well as by the representatives of the employee who were present at the time when the agreement was reached. Any agreement so reached shall be final and binding on all concerned in connection with the grievance. Signed copies of the Memorandum of Agreement shall be filed with the Union and the Manager.
- 12.07 Any grievance which is not settled under the grievance procedure may, within 30 calendar days, be referred by written request for final settlement to an Arbitration Board, or, by mutual agreement of the parties, a single Arbitrator acceptable to both the Company and the Union.

- 12.08 The Arbitration Board shall consist of three members; one representative shall be chosen by each party and the representatives so selected shall choose the third member of the Board who shall be Chairman thereof. If no selection of a Chairman is possible in this manner, then the Chairman of the Disputes Resolution Division of the Labour Relations Board of British Columbia shall be asked to appoint such a third person to act, as Chairman.
- 12.09 Each party shall bear the expense of its nominee and the parties jointly shall share the expenses of the Chairman or single Arbitrator.
- 12.10 The decision of the majority of the Arbitration Board or single Arbitrator shall be final and binding on both parties.
- 12.11 The Arbitration Board or Arbitrator shall not be authorized to make any decision which is inconsistent with the provision of this Agreement, nor to alter, modify or amend any portion of this Agreement.

ARTICLE 13 - LEAVE OF ABSENCE

- 13.01 Individual employees, after one year's continuous service and with the Company's consent in writing, may obtain Leave of Absence without pay not exceeding one month, when in the Manager's opinion, conditions warrant it. The written consent shall state the date on which the Leave of Absence begins and ends. Failing the employee's return to work on or before the end of such Leave of Absence, his/her name shall be removed from the seniority list, unless he/she can prove that there was a justifiable reason for the delay. An employee whose name is removed from the seniority list as herein provided and who is allowed to return to work after the expiration date of the Leave of Absence shall, for seniority purposes, be considered as a new employee. However, extensions to Leave of Absence, not to exceed one month each, may be applied for and with the Company's consent in writing granted, provided the employee concerned requests such extension in writing at least one week before the projected termination of the prior Leave of Absence.
- 13.02 The name of any employee on an authorized Leave of Absence shall be continued on the seniority lists.
- 13.03 An employee who received a subpoena for jury or witness duty shall be granted Leave of Absence for that purpose, provided the Company is properly notified. The Company shall continue pay at the regular basic wage.

- 13.04 The Company agrees that when operations permit, a Leave of Absence without pay may be granted to a maximum of one employee at any given time in order that he/she may carry out Union business. Such Leave of Absence must be requested, with a minimum of seven days notice in writing, and shall not exceed a period of 180 days. The written consent shall state the date on which the Leave of Absence begins and ends.

ARTICLE 14 - SAFETY AND HEALTH

- 14.01 The Company shall continue to make reasonable provision for the safety and health of its employees during the hours of their employment. Such protective devices and wearing apparel as the Company requires to be worn, shall be worn, and such other equipment as is, in the opinion of the Company, necessary to protect the employees from injury shall be provided by the Company.
- 14.02 (a) The Company and the Union agree to establish a Health and Safety Committee comprised of employees and management personnel. Such committee and the necessary procedures will be worked out at the local level during the life of this Agreement.
- (b) All relevant information known to the Company concerning the identity of chemicals manufactured or used in any process at the facility will be provided to the Health and Safety Committee. The Committee shall also be advised of health and safety hazards known to be associated with such chemicals and of the precautions to be taken in the use or handling of same.
- 14.03 The Company agrees to provide and maintain a lunchroom, lockers and reasonable washroom and sanitary facilities. The Union agrees that it shall cooperate fully with the Company in the maintenance and cleanliness of these facilities.
- 14.04 The Company shall provide adequate first aid facilities and medical supplies in accessible parts of the plant and shall encourage and foster qualified first aid instruction for the employees.
- 14.05 The Union agrees to provide full moral support in the safety and health campaigns which shall be a continuous part of the relationship between the Company and the employees.

- 14.06 If an employee on the hourly payroll suffers an industrial accident necessitating a layoff and thereby becomes entitled to Workers' Compensation, the Company shall make up the difference between the employee's normal earnings and the payments received from the Compensation Board.
- 14.07 Determination of the employee's normal earnings as referred to in Article 14.06 shall be based on the normal working hours and shall not include overtime or shift differential.
- 14.08 The Company shall provide for the maintenance of Company-issued working apparel as required.

ARTICLE 15 - BULLETIN BOARD

- 15.01 The Company shall provide a bulletin board for Union use in a suitable location. The Union shall obtain approval of the Manager before a notice is posted.
- 15.02 There shall be no distribution or posting by employees of pamphlets, advertising, cards, notices, or any other kind of literature upon Company property except as authorized by Management.

ARTICLE 16 - COOPERATION

- 16.01 Both parties to this agreement hereby commit themselves to the fullest cooperation with the **objective** of maintaining efficiency of operation and maintenance of Company property.
- 16.02 There shall be no lockout by the Company or strike, slowdown, sit-down, or other suspension of work by the employees during the life of this Agreement.
- 16.03 It is agreed that a representative of the Union Executive will be provided an opportunity to present the National Union Orientation Program to permanent new hire unit employees, as part of the New Employee Orientation Program. Such presentations will be limited to 30 minutes and scheduled by the Company to minimize disruption to plant operations, and will not constitute additional cost to the Company.

ARTICLE 17 - CHECK-OFF

- 17.01 Individuals who become employees during the term of this agreement shall have as a condition of their employment be required to sign an authorization in the form attached as Appendix 3 requiring the Company to deduct union dues and assessments uniformly levied against all union members in amounts as notified by the Secretary-Treasurer of Local 601. A duplicate signed copy of this authorization will be provided to the Secretary-Treasurer of the Union by the employee.
- 17.02 Authorization will become effective for the month during which the authorization is received by the Company if received 15 days prior to the preparation of the payroll from which deductions are made; otherwise, the authorization will become effective from the month following receipt by the Company. Deductions will be made from the wages due the employee for the first pay in each month.
- 17.03 The total of all deductions made in any one month will be forwarded to the Secretary-Treasurer of the Union by the Company no later than the 25th day of that month, with a list of the employees from whose wages the deductions were made.
- 17.04 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.
- 17.05 With respect to those employees who have not as of the effective date of this Agreement authorized the Company to deduct from their wages union dues and assessments, the Company shall not, during the term of this Agreement, make any such deduction from their wages, and the employees shall not be required to pay union dues and assessments to the Union.
- 17.06 With respect to those employees referred to in 17.05 who during the term of this Agreement authorize the Company to deduct union dues from their wages, the terms of 17.04 shall apply.
- 17.07 In none of the cases outlined in clauses 17.01, 17.04, 17.05, and 17.06 is the employee required to become a member of the Union.

ARTICLE 18 - MEETINGS

- 18.01 The Company and the Committee of the Union shall meet once each month or at such time as may be mutually agreed upon to discuss matters arising out of the application of this Agreement and other matters of mutual interest.
- 18.02 The Company may provide for the Union a suitable place for general and executive meetings on terminal property if requested. Such meetings shall be with the approval of the Manager.
- 18.03 The Company agrees to pay the Executive and the Negotiating Committee at their regular hourly rates for all meetings with Management.
- 18.04 Employees attending meetings authorized by the Company and held for the mutual benefit of both the employees and the Company, such as Safety Meetings, Educational Films and Job Safety Training, shall be paid at their regular straight time hourly rate where attendance is voluntary.

ARTICLE 19 - FREEDOM OF EMPLOYEE ACTION

- 19.01 The members of the Executive and the Negotiating Committee shall be free to discharge their Union duties without fear that their relations with the Company may be affected in any way.
- 19.02 Any other employee serving on a subcommittee of the Executive appearing before them or their subcommittees, shall likewise be free to act without fear that relations with the Company may be affected in any way.
- 19.03 Employees shall not leave their work to attend to Union business without securing permission from their supervisor.

ARTICLE 20 - JOB SECURITY

- 20.01 From and after the date of execution of this Agreement, job security shall be governed by Appendix 5 attached hereto.

ARTICLE 21 - RESPECTFUL WORKPLACE

- 21.02 The Company and the Union recognize the right of all employees to work in an environment free from sexual or workplace harassment and to be treated fairly and with respect in the workplace. It is the intention of the Company and the Union to provide a workplace environment that is productive and promotes both the dignity and self-esteem of all employees. All members have a right to Union representation if involved in a harassment complaint.

For the purposes of this provision, Sexual Harassment means any unwelcome behaviour of a sexual nature that causes offense or humiliation to any employee or that might be perceived by that employee as placing a condition of a sexual nature on any employment relationship.

Workplace Harassment means any unwelcome behaviour which creates an intimidating, threatening or hostile work environment or the employee's dignity or respect is denied.

ARTICLE 22 - MODIFICATION, RENEWAL AND TERMINATION

- 22.01 This Agreement shall be effective and remain in force from **September 6, 2007** to **January 31, 2010** and year to year thereafter unless notice of termination or notice of a desire to bargain with a view to amending this Agreement or negotiating a new Agreement be given in writing by either party to the other party not more than four months prior to this expiry date.
- 22.02 The parties hereto specifically exclude from the Agreement the operations of Sub-Sections (2) and (3) of Section 50 of the Labour Relations Code of British Columbia (1992).
- 22.03 The Agreement may be changed or amended by mutual consent of the parties hereto, but such changes or amendments shall take the form of appendices to the original Agreement.

Memorandum of Agreement executed at
Port Moody, British Columbia

This **6th day of September, 2007**

FOR

FOR

**PETRO-CANADA
BURRARD PRODUCTS TERMINAL**

**COMMUNICATIONS, ENERGY
AND PAPERWORKERS' UNION
LOCAL 601**

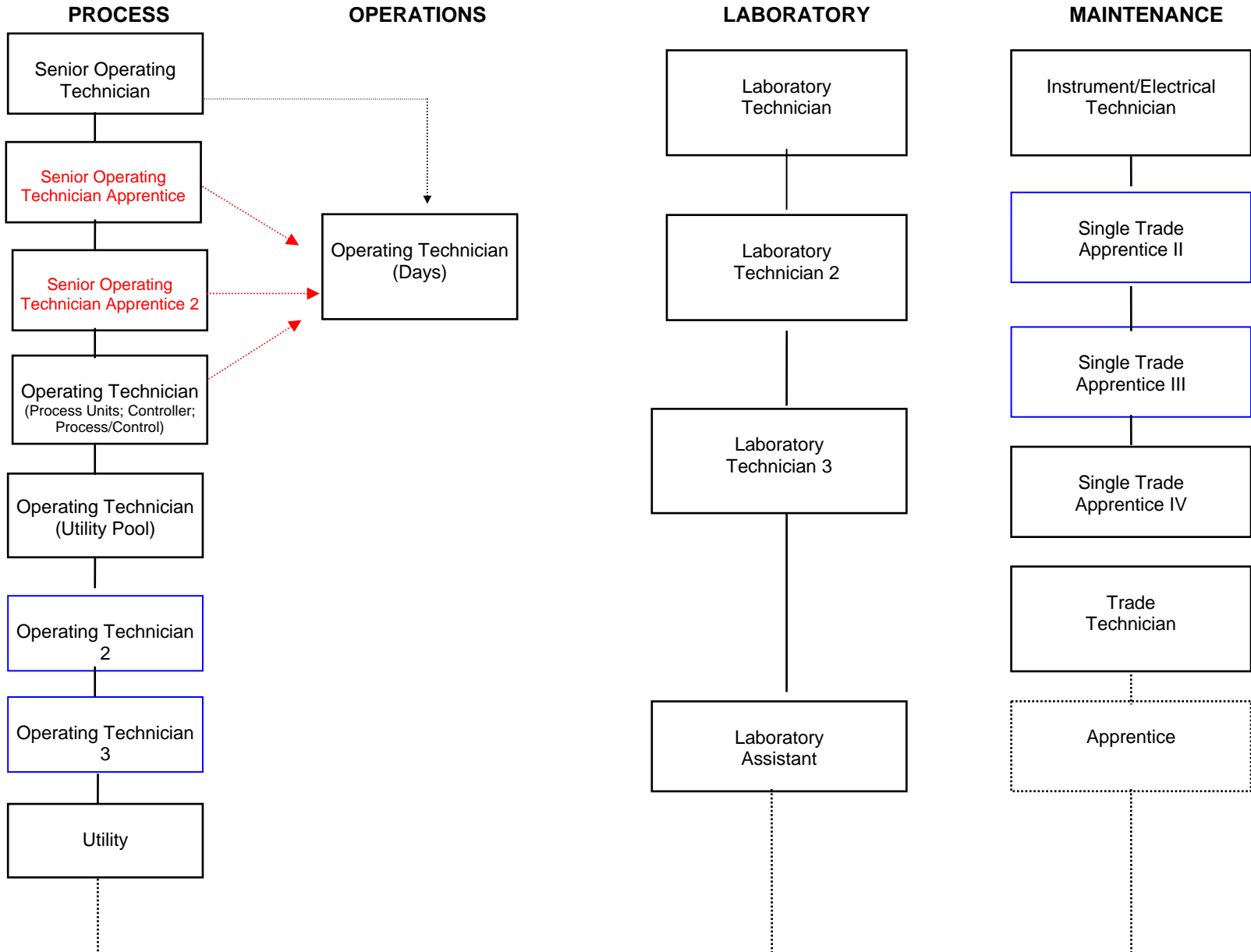
**H. Armoogum
K. Costain
G. Gielen
S.Graves**

**C. Kelsey
T. Lajeunesse
G. Dunlop
M. Symmes
J. Britton**

APPENDIX 1 - SCHEDULE RATES OF PAY

POSITION			EFFECTIVE		
OPERATIONS		MAINTENANCE	SEP 6 2007	FEB 1 2008	FEB 1 2009
PROCESS	LABORATORY				
Sr. Operating Technician			39.56	41.34	43.20
		Instr./Elect. Technician	38.05	39.76	41.55
		Single Trade/Apprentice II	37.63	39.33	41.10
		Single Trade/Apprentice III	37.30	38.97	40.73
Sr. Operating Technician Apprentice			37.29	38.96	40.72
		Single Trade/Apprentice IV	36.94	38.60	40.34
		Trade Technician	36.75	38.40	40.13
	Lab Technician		35.98	37.60	39.29
Operating Tech. (Days)			37.29	38.96	40.72
Sr. Operating Technician Apprentice 2			35.10	36.68	38.33
Operating Technician			34.09	35.63	37.23
	Lab Technician 2		30.86	32.25	33.70
Operating Technician 2			30.35	31.71	33.14
	Lab Technician 3		28.19	29.46	30.79
Operating Technician 3			27.92	29.18	30.49
Utility	Lab Assistant		25.56	26.71	27.91
0600 - 1800	12 Hour Shift		0.87	0.91	0.95
1800 - 0600	12 Hour Shift		1.96	2.05	2.14
1500 - 2300	8 Hour Shift		1.32	1.38	1.44
2300 - 0700	8 Hour Shift		2.28	2.38	2.49
0700 - 1500	8 Hour Shift		0.63	0.66	0.69

APPENDIX 2 - LINE OF PROMOTION CHART



APPENDIX 3

**AUTHORIZATION TO DEDUCT
REGULAR UNION DUES**

TO: Paymaster
Petro-Canada
Burrard Products Terminal (Upper Plant)

I, the undersigned, hereby authorize and request Petro-Canada, in accordance with the agreement between the Company and the Union, to deduct monthly Union dues and assessments uniformly levied against all union members in amounts as notified to the Company by the Secretary-Treasurer, Local 601, Communications, Energy and Paperworkers Union.

Signed: _____

Date: _____

APPENDIX 4

**PETRO-CANADA
BURRARD PRODUCTS TERMINAL (UPPER PLANT)**

EMPLOYEE CHANGE OF SHIFT BY MUTUAL AGREEMENT

Does this mutual extend your vacation? Yes No

Is this mutual one of three consecutive mutuals? Yes No

Is this a self-mutual? Yes No

Monthly Mutual Status Sheet filled in? Yes

We understand and agree that this request will not involve any extra cost to the Company.

REQUESTED BY:

ACCEPTED BY:

Signed: _____

Signed: _____

FOR PAYROLL RECORD PURPOSES

<u>Date</u>	<u>Employee</u>	<u>Shift Worked</u>	<u>Shift Worked For</u>	Original
_____				Return

APPROVED BY:

Operations Supervisor

APPENDIX 5

JOB SECURITY

It is agreed that all existing articles, letters of agreement and previous correspondence relative to Job Security shall be deemed to be superseded by this article.

PERMANENT WORK FORCE REDUCTION

Article A.1

In the event of a permanent reduction of the work force resulting from a permanent closure of all or part of the refinery or resulting from a change in methods or facilities in the refinery, the Company shall give advance notice of the closure or change to the Union of either six (6) months or statutory notice, where applicable, whichever is the greater.

Article A.2

After providing such notice, the Company will meet with the Union to consider all available methods to facilitate the planned work force reductions through attrition. If these considerations fail to provide such work force reduction within notice period specified above or in circumstances where attrition is not an appropriate method of providing the required reduction, the Company agrees to participate with the Union in every way possible to determine methods of reducing the work force and minimizing the negative impact on employees affected.

Article A.3

An employee covered by this collective agreement who is permanently laid off pursuant to Article A.1 shall be entitled to receive a severance payment from the Company as outlined in Article A.6 provided that:

- (a) the employee remains available for work until the date of layoff; and
- (b) the employee is not terminated for just cause prior to the layoff.

Article A.4

In the event of a layoff due to lack of work in situations other than those covered by Articles A.1 and A.3, employees will be entitled to severance payment as set out in A.6 when the layoff exceeds 6 months. An employee who fails to report for work within 10 days after recall within the 6 month period forfeits any rights under this Article.

Article A.5

Upon acceptance and receipt of such severance payment, the employee's employment with the Company is terminated and the employee will have no further seniority rights or right to recall, notwithstanding Article 7 (Seniority) of the collective agreement.

Article A.6

Employees entitled to severance pay, shall receive such 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. The "2 + 2 Formula" includes any statutory requirements. Severance pay for a partial year of service will be calculated on a prorated basis.

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 payment resulting from this formula will be multiplied by 1.15.

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.

Article A.7

For the purpose of this Article, one week's pay is defined as the employee's basic hourly wage rate at the time of layoff times the hours in a regular work week as defined in Article 2 (Hours of Work).

Article A.8

An employee terminated pursuant to this Article remains eligible to be considered for re-employment as a new employee.

APPENDIX 6

RATE PROTECTION

In the event that employees are downgraded solely due to a plant closure, partial plant closure or change of methods or facilities which will involve employees covered by this agreement rate protection will be provided as follows:

- Employees who remain within their line of promotion / progression will have their existing rate maintained until the rate for the classification in which they are placed, equals the protected rate.
- Employees who are placed outside their line of promotion / progression will have their existing rate protected for one year.

To qualify for rate protection employees must:

- Successfully completed any training/retraining program to which they are assigned.
- Perform work to which they are assigned and qualified to perform.
- Use normal bidding procedures wherever available, to return to equal or better than their former grade.

APPENDIX 7

The following Letters of Understanding will be maintained in the Human Resources Department, and will be equally accessible by the Company and the Union.

Name of Subject

Date Signed

Banking of Statutory Holidays

Revised 2007-09-06

Bulletined Vacancies/Bidding Down

Revised 2007-09-06

Protected Wage Rates re: Port Moody

1994-03-30

Refinery Closure

Operating Technician Trainee Move-up

New 2007-09-06

LETTER OF UNDERSTANDING

The following will be appended to the Collective Agreements referred to in Item 1 of this memorandum.

EMPLOYMENT SECURITY

Performance of work for the Company by contractors at this location will not serve to alter any right an employee has under the terms of this agreement nor cause the lay-off of any employee in the Bargaining Unit. The parties agree that on a quarterly basis and upon request, the Union will be provided with the number of contractors utilized and the total number of hours worked by such contractors.

In the event of a Plant closure, partial plant closure or change of methods or facilities which will involve a permanent work force reduction of employees covered under this agreement, the Company shall train or retrain employees subject to lay-off, for job vacancies which exist at that time within the Company provided the employees have the basic qualifications and aptitude required for the job vacancy. Employees who are placed in lower paying jobs as a result of being declared surplus will receive the base rate of pay for the job which they held immediately prior to notification of such surplus subject to the conditions specified in Appendix "1".

In the case of an employee who does not qualify for a job vacancy as stated above or in the event that no job vacancy exists, the Company will participate in every reasonable way possible with the Union and the Government in training and retraining any employee for outside employment opportunity. Provision of this training for outside employment will occur only when an employee's recall rights have expired or they have waived their recall rights and accepted severance payment. The Company will reimburse an employee for training and/or moving costs incurred within two years of termination to a maximum of two thousand dollars, provided such expense is for the purpose of outside employment opportunity less any other training or moving subsidy available to the employee. Training costs will include registration and tuition fees, books and examination fees.

The Company and the Union agree to assist the employee in identifying outside subsidies that may exist and assist the employee in qualifying for such subsidies.

The terms and conditions of this letter will automatically renew unless representatives of either party, at the locations specified above, serve written notice to terminate this letter. Such notice must be given at least sixty (60) but not greater than ninety (90) days prior to the expiry date of the Agreement signed between the parties at these locations.

For the Union:

WAYNE SHEAVES

R. DOOL

For the Company:

W. KRAWCIW

H.M. URSAKI

LETTER OF UNDERSTANDING

SAFETY, HEALTH AND INDUSTRIAL RELATIONS TRAINING

As part of the current wage settlement, the Company agrees to remit three cents (3) per hour for each full-time employee's regular hours of work to a Safety, Health and Industrial Relations Training Fund. Payments are to be made to the Safety, Health and Industrial Relations Training Fund of the CEP on a quarterly basis.

The Union agrees that the sole purpose of the fund will be to provide training to its members primarily those from Petro-Canada in the areas specified above. The Union further agrees that the content of the Safety and Health Programs will be consistent with current Safety and Health Programs endorsed by the Company, i.e. Five Star Program. The Union also agrees to furnish the Company, on an annual basis, a listing of the courses to be presented.

The Union agrees to provide a fund audit as requested.

Leave(s) of absence provisions in local agreements will apply to leave requested pursuant to this Memorandum of Agreement.

This Memorandum will be included as part of all local collective agreements and unless canceled by either party within thirty (30) days prior to January 31, 1990, all terms and conditions will continue to apply.

For The Union:

For The Company:

R.C. BASKEN

DON BURT

R.T. PHILP

R. BOUVIER

S. SULLIVAN

LETTER OF UNDERSTANDING
REGARDING
JOINT TRAINING COMMITTEES

Petro-Canada and the Communications, Energy and Paperworkers Union of Canada ("CEP") philosophically agree that appropriate training for employees would be beneficial to all parties. The parties recognize that many factors impact upon the Company's ability to operate competitively within the industry. In an effort to protect the economic well-being of Petro-Canada and its employees as well as enhancing the Company's competitive position, the parties are committed to encouraging employees, with appropriate training, to utilize their full skill potential for; effectiveness, job satisfaction, flexibility and productivity improvements so that all parties can share in the success of the business.

The parties agree that a Joint Training Committee will be established at each location within sixty (60) days of the ratification of each local agreement. The Committee will consist of an equal number of representatives from the Company and the Union. The composition and mandate of each committee will be established by the local bargaining teams on a site-by-site basis to appropriately reflect the unique training needs and culture of each location. All relevant information the Committee feels is necessary to perform its function will be made available.

It is understood that in addition to the Company's interest in greater flexibility and productivity, the Union is interested in their members having the opportunity to obtain portable skills or the skills necessary to perform the work available within the Company, including work currently being done by contractors.

If the Company and the Union achieve their objectives through this joint training initiative, it will provide the opportunity for Petro-Canada employees to do the work available as long as they can do it as cost-effectively as outside contractors.

In the event that the local bargaining committees cannot establish these Joint Union/Management Training Committees and mandates within the sixty (60) days referenced earlier, then representatives of the National Office of the Union and the Head Office of the Company will be asked to resolve the difference(s).

Signed this 23rd day of February, 1994.

D.G. CORBETT

R.C. BASKEN

For Petro-Canada

For CEP

LETTER OF UNDERSTANDING
REGARDING
TRANSFERS BETWEEN BARGAINING UNITS

Employees transferring to another Petro-Canada site due to a plant closure, partial plant closure or change of methods or facilities, will be entitled to rate protection in accordance with the provisions of the collective agreement with the further understanding that the protected rate in their classification will be no greater than the corresponding classification of the new location.

Agreed to this 23rd day of February, 1994.

D.G. CORBETT

R.C. BASKEN

For Petro-Canada

For CEP

LETTER OF UNDERSTANDING

REGARDING

HEALTH, SAFETY AND INDUSTRIAL RELATIONS TRAINING FUND

The CEP recognizes that Petro-Canada desires to have more input toward the development and utilization of the CEP's Health, Safety and Industrial Relations Training Fund (HSIRT Fund). The parties recognize there would be a broader acceptance of the Fund by the contributing Companies if there was a formal method established to provide advice on the administration of the fund.

It is agreed that following the ratification of this Memorandum of Settlement, the Communications, Energy and Paperworkers Union will pursue the establishment of an Employer's Advisory Council to liaise with the HSIRT Fund Administrator. Petro-Canada would be asked to coordinate the establishment of such an Advisory Council to ensure a balanced representative committee was selected. The primary purpose of the Advisory Council would be to recommend the type and frequency of training programs to be offered through the HSIRT Fund.

FOR THE COMPANY

FOR THE UNION

D.G. (Garry) Corbett
Manager, Industrial Relations
Petro-Canada

R.C. (Reg) Basken
Executive Vice-President
CEP

4/14/97

LETTER OF UNDERSTANDING

REGARDING

BUSINESS KNOWLEDGE

The parties to this Agreement recognize that Petro-Canada now operates within a very competitive global economy, and that business needs will vary as market forces and business strategies change from time to time. The key to our mutual success in becoming more competitive within the industry is to be as prepared as possible to meet the market challenges of the future. To be more successful, Petro-Canada must excel in those business competencies demanded by the market; and its' employees must be provided with the skills, experience and training to develop the necessary capabilities to deliver on the business objectives. Communicating and understanding the competencies considered essential for success and development should be a priority for both Petro-Canada and the Communication, Energy and Paperworkers Union of Canada members.

Toward this objective, the parties agree to explore during the life of this Agreement, ways by which all employees could begin to acquire the necessary knowledge to better understand and appreciate the Company's business needs and competitive environment. The focus of such an initiative would be to provide employees with the basic skills necessary to better understand the business, and better understand how they can contribute to the overall success of the organization. It is also recognized that the Union has a similar need to have their role/responsibility more clearly understood by both parties to the Agreement. Training programs, such as the one being promoted by the Conference Board of Canada's Advisory Board (Business Literacy Project), could become a prototype for the type of business and financial training required. The parties mutually agree to evaluate different programs available, either internally or externally, and then to make recommendations as to how such programs could be most effectively introduced.

FOR THE COMPANY

D.G. (Garry) Corbett
Manager, Industrial Relations
Petro-Canada

FOR THE UNION

R.C. (Reg) Basken
Executive Vice-President
CEP

4/14/97

LETTER OF UNDERSTANDING

REGARDING

EMPLOYMENT RELATIONSHIP

Petro-Canada and the Communications, Energy and Paperworkers Union of Canada (CEP) share a vision for Petro-Canada to become known as the pre-eminent Canadian integrated oil and gas company - a company viewed by the CEP's members as the employer of choice.

The parties agree that the employment relationship is an interdependent relationship created by all Petro-Canada employees as they work together every day. It requires a clear understanding of the responsibilities we have toward each other and the values that guide us as we carry out our work together.

Petro-Canada values the long-term growth of CEP members because it enhances the employee's ability to contribute. Individuals are primarily responsible for the value they add to the organization. CEP members also need to define their personal goals for growth and development and are encouraged to actively participate in the formulation of their development plans within the Company. As the business develops and changes, Petro-Canada commits to develop the capabilities of its people; there will be opportunities to learn and to deepen experience that will maintain and enhance individual employability.

Petro-Canada will ensure clear understanding of business and behavioral accountabilities for CEP members. It is essential that individuals agree on the expectations for job performance and know the standards and measures by which performance is evaluated. It is understood that all CEP members will receive feedback on their work performance to ensure that they are meeting job expectations.

The cornerstone of this employment relationship is our commitment to living our shared values and to reaching our business goals. The working environment Petro-Canada commits to is one of mutual respect for diverse points of view, of trust, and encouragement for an appropriate balance in life.

FOR THE COMPANY

D.G. (Garry) Corbett
Manager, Industrial Relations
Petro-Canada

FOR THE UNION

R.C. (Reg) Basken
Executive Vice-President
CEP

4/14/97

**PETRO-CANADA, BURRARD PRODUCTS TERMINAL
MAINTENANCE DEPARTMENT
TRAINING AND PROGRESSION PROGRAM**

A. PURPOSE AND PHILOSOPHY

The purpose of the Program is, to provide a means of training and developing **an existing single trade technician at Burrard Products Terminal to a dual trade technician**. It will provide the individual tradesperson with recognized qualifications in the form of a Provincial certificate of proficiency.

The program is recognized as requiring the active participation of the Company, the employee, and **the relevant government authority**.

B. COVERAGE

The program will cover trades designated as necessary or advisable by the Company.

The number of employees required in any and all trades and classifications covered by the Program will be at the discretion of the Company.

C. GENERAL PRINCIPLES

1. Employees with Provincial Trades Qualifications will be hired pending completion of the probationary period and acceptance into the program.
2. Employees with Journeyman qualifications will be hired directly into the Program.
3. In order to enter the Program, an employee will normally be required to enter into an Apprenticeship Contract or Indenture with the Company.
4. Standards for entry into the various levels of the Program are those constant with standards recommended by the **relevant government authority**.
5. The minimum periods of Apprentice training will be as prescribed by the **relevant government authority**.

6. The training syllabus for each trade shall be as prescribed by the **relevant government authority** to meet the particular needs of the particular trade.
7. An employee's classification and rate of pay will be in accordance with Section G1 which follows and employee's qualifications as recognized by **the relevant government authority**.

D. ENTRY TO PROGRAM

1. Entry into the Program for employees without any previous training will in all cases be subject to the applicant meeting the standards required for acceptance established under C1 and C4 above.
2. Employees hired with previous training will be placed in a level of the Program appropriate to their previous training and experience.
3. Employees accepted into the Program will enter into a preliminary Agreement of Apprenticeship with the Company for a period of 180 days. Such Agreement will be registered with the **relevant government authority**.
4. If, at the end of the aforementioned 180 day preliminary period, both the employee and the Company are satisfied to continue the Agreement of Apprenticeship, then a Contract of Indenture will be made and registered with the **relevant government authority**.

E. SCHEDULE OF TRAINING

1. Upon being accepted as an Apprentice in a specific trade, an employee shall work at the trade and spend such time at a Vocational School as may be prescribed by the **relevant government authority**.
2. Upon completion of each period of training in an approved Vocational School, an employee will be required to pass examinations set by the **relevant government authority**.
3. In the event of failure to pass examinations, the employee shall be required to undergo a period of retraining on the subject material specified by the Apprenticeship Branch authorities and will be required to be reexamined within three months, or at the next session offered at the vocational school.
4. Failure to pass a second examination at the same level, or failure to pass the first examination in successive levels will, at Company discretion, result in the employee's removal from the program.
5. Notwithstanding sections E3 and E4 above, any employee hired directly into the program with the Company who fails to pass

examinations, as defined above in E4, will, at Company discretion, be removed from the program and employment will be terminated.

F. PAY AND ALLOWANCES WHILE ATTENDING VOCATIONAL SCHOOL

While attending an approved vocational school under the direction of the **relevant government authority**, the apprentice will be eligible for Canada Manpower Training Allowances, such as Income Replacement Allowances, Living Away From Home Allowances and Travel Allowance, from the government according to its schedule of grants pertaining to Apprenticeship Training.

During his/her attendance at any particular year of apprenticeship school, the apprentice will receive from the Company on his/her regular pay day, pay equal to his/her regular straight time pay based on his/her regular work schedule. Employees will turn back to the Company all Income Replacement Allowances received.

G. PROGRESSION WITHIN THE PROGRAM AND MAINTENANCE DEPARTMENT

1. Upon being accepted in the Program, an employee shall be classified and paid as Trade Technician or such level of apprentice as found appropriate by the Company, and shall progress as follows:

Trade Technician.....Single Trade

Following successful completion of
1st year training.....Single Trade/
Apprentice IV

Following successful completion of
2nd year training.....Single Trade/
Apprentice III

Following successful completion of
3rd year training.....Single Trade/
Apprentice II

Following successful completion of
4th year training.....Instrument/Elec.
Technician

Successful completion of a particular year of training shall mean successful completion of prescribed theoretical training, practical training, and tests according to the **relevant government authority**.

2. If any minimum work period established by the **relevant government authority** is exceeded due to the Company not permitting the employee to attend a previously scheduled period

of training at a Vocational School, the employee will be temporarily reclassified and temporarily receive the increased rate from the date he/she would have received it had he/she attended the scheduled course and passed the examinations. Should he/she not pass the examinations at the next scheduled attendance at Vocational School, his classification and rate of pay will revert effective from the date of failure.

3. Should deferral by the Company of one particular year at vocational School cause subsequently year to be delayed the apprentice will be reclassified to the appropriate level one year after the previous upgrade, pending successful completion of the delayed attendance at Vocational School. In the event of a deferral under this section, sincere efforts will be made to schedule future attendance at Vocational School to permit the apprentice to return to the Schedule he/she would have been one had the Company not deferred his attendance originally.
4. If any minimum work period established by the **relevant government authority** is exceeded due to the unavailability of Vocational School facilities the employee's reclassification and rate will be adjusted retroactively to the commencement of the scheduled year provided he/she successfully passes the examination. Retroactivity will not apply where retesting is necessary.
5. In the event an employee attends Vocational School and successfully passes the tests prescribed by the **relevant government authority** prior to completing the scheduled year, reclassification and rate of pay will be effective on the completion of the scheduled year.
6. If an employee does not attend a particular year's training within the twelve month period because of any action or lack of action by the employee, the reclassification and increase in rate will only be effective after successful completion of that period of training. Retroactivity will not apply.
7. The work period to qualify for Dual Trade rate shall be four years. Any credits granted by the **relevant government authority** shall be applied to this four year period. Where the requirements for Tradesperson qualifications exceed four years, the employee will be reclassified to Dual Trade at the end of the four year period mentioned above. Should he/she not pass the examinations at the next scheduled attendance at vocational School, his classification and rate of pay will revert to Apprentice II until he/she achieves his Tradesperson's qualifications. Where the requirements for Tradesperson qualifications are less than four years, the employee will only be reclassified to **Instrument/Electrical Technician** at the end of the four year period mentioned above, provided he/she has successfully completed the training at the Vocational School.

H. REVISIONS TO THE PROGRAM

1. Government policy, over which the Company and the employees have no control, and changes in the industry or our own operations may call for revisions to the program from time to time. It is a basic principle of the program that the Company and employees will discuss these changes in a meaningful manner before implementation. Changes will be accomplished through agreement.
2. While the Company has every desire and intention of continuing this program indefinitely and not withstanding the undertaking set out in Section H1 above, the Company reserves the right to revise the program or any part of it should conditions so dictate.
3. This program shall be considered as part of the Agreement between Petro-Canada, Burrard Products Terminal and the Communications, Energy and Paperworkers Union, Local 601, and supersedes any previous Letters of Understanding relative to the program.

IN WITNESS THEREOF THE PARTIES have caused the presents to be executed this 14th day of November, 1996.

FOR THE COMPANY:

D. D. Hardie
V. Hansen
W. Briggs

FOR THE UNION:

T. Lajeunesse
R. J. Beattie
G. Vanston

Letter of Understanding

SENIOR OPERATOR TECHNICIAN TRAINING PROGRAM

This Program shall be continuously updated. Specific training requirements, job details, abilities, tasks, skills and knowledge will evolve and change over time, and will be incorporated into this Program as

needed to ensure a competitive position and operations efficiency. Progression is dependent upon the continued development of capability and performance. The company, after consultation with the Union, reserves the right to revise the programs, in entirety or in part should conditions so dictate.

Employees Affected

All employees in Process Operations classifications; including Utility, Operating Technician 3, Operating Technician 2, Operating Technician, Operating Technician (Days) and Senior Operating Technician.

All future Senior Operating Technicians must successfully complete the Senior Operating Technician Training Program. All current Senior Operating Technicians must successfully complete all new training associated with the Senior Operating Technician Training Program.

Capability

All employees will perform all work they are trained in and qualified to perform, safely and as required.

Principles

Progression to the Senior Operating Technician Apprentice 2 classification will be through a Bid Process. The requirements will be specified at the time of posting by the Company. An Operating Technician who has been classified as such for a minimum of 12 months may bid on a Senior Operating Technician Apprentice 2 vacancy.

The Senior Operating Technician Apprentice 2 will under go 24 months of training and required assessments as set out by the Company. Once the program requirements are satisfactorily completed an employee will move to the Senior Operating Technician Apprentice classification. An employee, who fails to make satisfactory progress in the Senior Operating Technician Apprentice 2 program, will have a maximum of 2 re-write opportunities in the succeeding six months. If the Senior Operating Technician Apprentice 2 requirements are not met, the employee will be

reclassified to the Operating Technician classification and corresponding rate of pay.

Move-Up

Those in the Senior Operating Technician Apprentice classifications will, if required to move up to Senior Operating Technician classification. The Company will endeavor to provide move-up opportunities on a balanced basis to ensure those in Senior Operating Technician Apprentice classifications are continuously developing their skill set.

Job Posting

The Operating Technician, Operating Technician (Days) and Senior Operating Technician Apprentice 2 position will be the only positions required to be bid in the operations area.

The posting procedure will be in accordance with the Collective Agreement Article 9.

Operations Progression Chart

POSITION	TIME REQUIREMENTS
Sr. Operating Tech.	N/A
Sr. Operating Tech Apprentice	N/A
Sr. Operating Tech Apprentice 2	24 months
Operating Tech	12 months
Operating Tech 2	12 months
Operating Tech 3	12 months
Utility Tech	12 months

Note: The Operating Technician (Days) classification is not part of the regular progression. However, an incumbent in this classification, having completed all aspects and timeframes indicated in the Operator Progression Program would be able to bid on Senior Operating Technician Apprentice 2 vacancies as detailed in this document.

Ongoing Verification

Employees will undergo ongoing assessments of their skills. This is not intended as a re-test of all aspects of the Senior Operating Technician Training Program, if applicable. The assessment will be consistent with all employees. Assessment tools and methods will be developed by the Company, after consultation with the Union. Employees will be given at least 7 days notice as to timing and content prior to undergoing any review.

Executed this 1st day of December, 2006.

FOR THE COMPANY:
Horace Armoogum
Ken Costain
Terri Kezema

FOR THE UNION:
Cliff Kelsey
Gerry Dunlop