

# Collective Bargaining Agreement

between

Imperial Oil Strathcona Refinery

and

Unifor, Local 21-A

Effective February 1, 2019



# Index to articles

Article	Title	Page
1	Purpose	J .
2	Definitions	
3	Management rights	3
4	Union recognition	
5	Cooperation	
6	Joint health, safety and	1
	protective equipment	
7	Hours of work	1
8	Wages and shift differential	1
9	Overtime	20
10	Change of schedule	30
11	Recognized holidays	3:
12	Vacations	3
13	Grievance procedure	39
14	Seniority	4:
15	Technological change,	4
	plant closure and severance	
16	Wage progression programs	50
17	Job posting	6
18	Special assignments	6
19	Bereavement absence,	6
	Jury/witness duty	
20	Duration of agreement	6
Apper	ndices	
A	Rates	7
В	Letters of understanding	7:
	Calendars	80
	Important phone numbers	8
	Notes	8

## Article 1 – Purpose

#### 1.01

The purpose of this agreement is to define and promote a harmonious relationship between the Company and its employees represented by the Union; to define the negotiated wages, hours of work, and working conditions, and to outline the procedures for the prompt and equitable resolution of complaints and grievances.

#### 1.02

Recognizing the common dependence of the Company and of its employees upon the success of the business, the parties to this agreement support the mutual objective of increased safety, productivity and efficiency, and jointly promote the goodwill between the parties to achieve this objective through Union/Company discussions on matters mutually agreed to.

### Article 2 – Definitions

#### 2.01

In this agreement:

"Company" means - Imperial Oil, Strathcona Refinery.

"Union" means - Unifor, Local 21-A.

"employee" means – an employee, as defined by the Order of Certification from the Alberta Labour Relations Board.

"probationary employee" means – any new hire individual in their first six months of continuous employment:

- (a) the purpose of this probationary period is to determine whether an employee is suitable for continued employment as a regular employee.
- (b) a probationary employee may be laid off or terminated by the Company and such lay-off or termination shall not be subject to the Grievance Procedure.
- (c) the probationary time period can be extended with mutual agreement between the Union and the Company.

"regular employee" means – an employee who has completed the probationary period.

"business unit" means – an operational complex which forms a small business organizational function.

"Earned Day Off (EDO)" means – a day off that has been earned by working additional hours which accumulate over a work cycle.

"business day" means – the hours between 8 a.m. and 4:30 p.m., Monday to Friday, excluding corporate recognized statutory holidays and earned days off.

"Scheduled Time Off (STO)" means – number of either 8.50 or 12 hour shifts that a process operations employee is allotted as a result of the compressed work schedule.

#### "Operational needs" include:

- Required response by employee to unit upsets
- Required availability of employees so as not to impact others from completing their fieldwork.
- Specific, time dependent, assigned tasks for the requested day(s) or shift(s).

#### "Qualified employees" for Maintenance only means:

First - An employee with a provincial or inter provincial ticket in the required trade;

Second - An employee who has been certified in the task, job or position that needs to be filled.

# Article 3 – Management Rights

#### 3.01

Subject to the terms and conditions of the Collective Agreement, the Company maintains the exclusive rights to manage and direct all aspects of the refinery operation and the work force.

These rights include:

- (a) manage operations in an efficient, profitable manner to maintain our competitive capability;
- (b) hire, promote, demote, classify and transfer employees;
- (c) make, enforce and alter, from time to time, rules and regulations to be observed by the employees, provided such rules do not conflict with the terms of this agreement and the Union is given sufficient notice;
- (d) assign and direct the working forces;
- (e) determine the products to be refined, produced or handled at the Refinery, the schedules of production and the methods, processes and means of refining, producing or handling products;
- (f) determine methods and techniques of work, requirements or qualifications for jobs, and the content of jobs;

(g) determine the number of employees to be employed, and the expansion, limitation or cessation of operations at the Refinery or any part of it.

#### 3.02 Disciplinary action

- (a) The Company has the right to discipline, suspend or terminate the employment of any employee for just cause.
- (b) When the Company disciplines an employee, a Union representative shall be present at any disciplinary meeting where a verbal warning, a written warning, a suspension or a discharge is given, unless requested to leave by the employee. Discipline does not include regular management communications with employees such as coaching, planned personal contacts, appraisal discussions, etc. The Company shall advise the Union of the nature of the disciplinary actions and the reasons for such actions, prior to the meeting being held.

# Article 4 - Union recognition

#### 4.01

The Company recognizes the Union as the sole collective bargaining agent for all employees of Strathcona Refinery except office, clerical, laboratory and Controllers as first described by the Alberta Labour Relations Board in Certificate No. 182-95, dated July 3, 1995; updated to Certificate No. 95-2010, dated March 12, 2010; and further updated to Certificate No. 29-2014, dated March 19, 2014.

#### 4.02

The Union agrees that it will not engage in any Union activities at the Company's site during working hours other than what is provided for in this Agreement.

The Company agrees to provide an opportunity for the Union to conduct a Union orientation session with all new bargaining unit employees as part of the scheduled orientation process within the first month of employment, at a mutually agreed upon time between the Union and the training group.

#### 4.03

The Company will not discriminate or harass on the basis of race, religion, creed, colour, sex, marital or family status, sexual orientation, age, national and ethnic origin, political belief, handicap, or holding a Union position.

#### 4.04 Union business

It is understood that the Union Executive members, RJH&SC Union co-Chairperson and/or Stewards, may, from time to time, require time away from their jobs to attend to Union business.

At the Union's discretion, up to two (2) regular wage employees may be substituted to attend offsite Union business instead of the Union Executive members, RJH&SC Union co-Chairperson and/or Stewards.

For onsite Union business, the Steward or Union Executive member will first obtain permission from their Supervisor to be away from their job for a reasonable length of time.

Permission for offsite Union business will be requested by the Union in writing at least seven calendar days in advance and will be based on the Company's ability to furnish qualified replacements.

If approval in writing is given, the employee's pay will be kept whole while on this Union business. The employee's pay associated with such requested time off will be invoiced to and paid by the Union.

The company agrees not to charge back the first 1000 hours, per calendar year, for offsite union business that is of mutual benefit to the site. For hours in excess of 1000 hours per calendar year and up to 1500 hours, the employee's pay associated with the requested time off will be invoiced to and paid by the Union on an annual basis. For hours in excess of 1500 hours per calendar year, the employee's pay associated with the requested time off and any incremental payroll backfill costs incurred by the Company as a result of the approved time off will be invoiced to and paid by the Union on an annual basis.

	100	0 hours	1001 - 1	1500 hours	1500+ hours			
	Union	Company	Union	Company	Union	Company		
Time off Cost*	0	1x	1x	0	1x	0		
Backfill Cost*	0	2x	0	2x	1x	1x		
	0	3x	1x	2x	2x	1x		

<sup>\*</sup>Wages only

6

Items of mutual benefit include (but are not limited to) conferences attended jointly by management and the Union, educational courses, Health and Safety training or initiatives and union conventions.

Items not of mutual benefit include (but are not limited to) arbitration, rallies, demonstrations and political activities.

The Union will indicate the category when requests are made.

#### 4.05 Stewards

- (a) The Company agrees to recognize a total of 12 Stewards.
  - The Union will notify the Company in writing of the names of the stewards and any changes as they occur.
- (b) Stewards may, from time to time, investigate with the grievor and settle grievances with Company representatives during working hours, for a reasonable length of time. Permission must first be obtained from the employee's and the Steward's immediate Supervisor, and will be subject to the operational needs of the Company.

#### 4.06 Union committees

The Company agrees to keep the employee's pay whole while attending committee meetings with the Company. Employees will not be compensated or receive premium pay for attending meetings on their regular days off or when meetings extend beyond their regularly scheduled day or shift.

- (a) The Company recognizes a Union Executive of up to six employees.
- (b) The Union will notify the company in writing of the names of the executive members and of any changes as they occur.

- (c) Union-Management Committee meetings will be held between the Union Executive and the Company, as required, at mutually agreed times, place, attendees and agenda.
- (d) Bargaining Committee:
  - (i) The Company recognizes a Bargaining Committee of up to five employees.
     A designated alternate may be selected to fill in for vacations, illness, etc.
  - (ii) Meetings will be scheduled during regular business days at mutually agreed times.
  - (iii) The Company agrees to provide for up to five days for bargaining preparation. Approval for time off to attend the preparation time must be arranged with the employee's Supervisor at least seven calendar days in advance.

#### 4.07 Union dues

The Company agrees to deduct Union dues as authorized in writing from the wages that are due and payable to each employee as covered in Article 4.01. The amount will be determined from time to time by the Union and will be deducted by the Company and remitted to the Union.

All employees as covered in Article 4.01, shall sign an authorization for the deduction of Union dues. Signing the authorization shall constitute a condition of continued employment.

#### 4.08 Bulletin boards

The Company will provide space on bulletin boards, in suitable locations, which may be used for posting Union notices. The Union Secretary/Treasurer shall ensure that all information is appropriate and in good

taste for the site, all its employees, contractors, and visitors. The Secretary/Treasurer will supply a copy of each posting to management's designate so that management is aware of what is posted by the Union.

The internal mail system will be utilized to post notices.

#### 4.09 Ballot box

The Union may place a ballot box in an agreed to suitable locations when voting is taking place.

#### 4.10

The Union National Representative may participate in any meetings between the Company and the Union. The Union will provide advance notice of the National Representative's attendance.

## Article 5 – Cooperation

#### 5.01

There will be no discrimination, intimidation, interference, restraint, coercion or attempted coercion by or on behalf of the Company or the Union, because of membership or non-membership in the Union.

#### 5.02

In view of the procedure established by this agreement for the settlement of disputes, there will be no lockout by the Company, or strike, slowdown, picketing or other suspension of work by the Union and employees during the term of this agreement. Every attempt will be made to bargain in good faith to secure a collective agreement.

# Article 6 – Joint health, safety and protective equipment

#### 6.01

It is agreed by both parties that emphasis shall be placed upon the need for safe and healthy working conditions and practices in the Refinery. The Company shall continue to make provisions for the safety and health of its employees during the hours of employment.

#### 6.02

The Company and the Union acknowledge existence of an agreement to maintain a Joint Safety and Health Committee. The committee will be co-chaired by the Operations Manager or designate and a Union elected member.

The Safety and Health Committee will include 8 elected Bargaining Unit members (the Union elected co-chair and 1 from each Business Unit), and selected members as determined by Management.

The committee will promote the maintenance of a healthy work environment and safe work practices among employees both on and off the job; and to submit constructive recommendations to management for improvements.

#### 6.03 Paid Education Leave Fund (P.E.L.)

The Company agrees to remit either fifteen (15) dollars per employee, per quarter or three (3) cents per hour for each employee's regular hours of work to a Paid Education Leave Fund. Payments are to be made to this fund on a quarterly basis.

Effective February 1, 2018, the Company agrees to remit twenty five (25) dollars per employee, per quarter or five (5) cents per hour for each employee's regular hours of work to a Paid Education Leave Fund. Payments are to be made to this fund on a quarterly basis.

The union agrees that training through this fund is reviewed annually at Union-Management Committee. Request and approval for course attendance shall be in accordance with Article 4.04.

#### 6.04 Fire retardant clothing

Fire retardant clothing shall be worn in specified areas and will be provided by the Company.

#### 6.05 Safety footwear

- (a) The Company will provide a safety boot allowance of up to two hundred (\$200.00 incl. G.S.T.) per calendar year for the purchase of approved safety footwear. Claims for reimbursement must be accompanied by an appropriate receipt.
- (b) An employee may defer their yearly boot allowance to the next calendar year in order to purchase higher quality safety footwear and can not accumulate any more than two years' allowance at any one time. Partial carry over is not allowed.

## Article 7 - Hours of work

#### 7.01

This article defines the normal hours of work and provides the basis for calculating overtime.

No employees shall work more than 16 (sixteen) continuous hours.

In cases where it becomes temporarily necessary to work hours other than those defined below, the hours of work shall be determined by the Company, who shall notify the Union.

#### 7.02 EDO schedule:

The hours of work shall be 40 hours per week, when averaged over the cycle of the schedule.

- (a) A day is defined as a 24-hour period starting at 07:30 hrs. The normal work day for employees will be:
  - 07:30 16:35 (Monday to Friday inclusive) except on the Thursday prior to the Earned Day Off when the normal day will be: 07:30 - 16:25.
  - A one-half hour unpaid lunch period will be provided between the hours of 11:30 and 13:00.
- (b) It is understood that an employee shall be at the work place and ready to assume their duties at the commencement of the employee's scheduled working day.
- (c) The annual schedule of Earned Days Off will be established according to corporate policy guidelines, and posted during the last quarter of the previous year.

#### 703

(a) There shall be one 15 minute work break in the first half of each day and one 15 minute work break in the second half of each day. (b) Mechanical and SSPP operations employees will receive 10 minutes wash-up time at the end of a scheduled workday providing their assigned work has been completed. Employees will be allowed to enter the locker room 10 minutes before the end of scheduled hours of work. Wash-up time will not generate overtime.

#### 7.04 Specialty products plant schedules:

The hours of work shall be 40 hours per week when averaged over the cycle of the schedule.

Specialty Products Plant work a variety of shifts where circumstances require schedules that vary from the EDO schedule in starting and ending times.

These are as follows:

[A]	06:30 - 15:35	with unpaid lunch
[B]	07:30 - 16:35 (EDO schedule)	with unpaid lunch
[C]	05:30 - 14:05	with a paid lunch
[D]	06:00 - 14:35	with a paid lunch
[E]	06:30 - 15:05	with a paid lunch
[F]	07:00 - 15:35	with a paid lunch
[G]	07:30 - 16:05	with a paid lunch
[H]	08:30 - 17:05	with a paid lunch
[۱]	14:00 - 22:35	with a paid lunch
[J]	14:30 - 23:05	with a paid lunch

In all cases, each employee works an 8.59 hour work day to facilitate an EDO in the work cycle.

#### 7.06 Twelve-hour shift schedule:

The hours of work shall be 38.8 hours per week when averaged over the cycle of the schedule.

- (a) Operations employees work a continuous integral shift schedule incorporating 24-hour coverage. The cycle is determined by the specific shift schedule in place. Hours of work will be:
  - 06:00 18:00 hrs.
  - 18:00 06:00 hrs.
- (b) As part of the twelve-hour shift pattern there will be a relief cycle. The employees assigned to the relief cycle will be used to backfill integral shift positions that are vacant. When these employees are not backfilling integral shift positions the hours of work will be:
  - 07:30 16:00 hrs.
- (c) One year day positions will be posted and work the relief cycle. Hours of work will be: 07:30 - 16:00 hrs 07:00 - 15:30 hrs or 06:30 - 15:00. Different hours must be mutually agreed upon by Union and Management.
- (d) Any changes to the specific shift pattern selection must be mutually agreed upon between the Union and Management. Any shift pattern selected must maintain an integral shift schedule arrangement.

(e) Operations employees will have Scheduled Time Off (STO) as a result of the compressed work schedule. STO's will be allotted according to the calculation below for 12 hour or relief cycles.

# of (Scheduled hours ) - (Scheduled hours paid)
STO shifts = (Hours per shift)

#### 7.07

An employee, assigned to operations on a shift which is scheduled to be followed immediately by another shift without lapse of time, shall not leave their work place until relieved by the employee assigned to the same operations on the succeeding shift unless an alternate arrangement has been agreed to by the Supervisor.

#### 7.08 Mutual changes

Subject to the following guidelines, a shift employee may exchange scheduled work days with another employee (mutual change) or work a scheduled day off in place of a scheduled work day (self-swing):

- (a) these arrangements are not considered a change of schedule and time worked in excess of scheduled hours due to a mutual change or self-swing will not be paid at overtime rates.
- (b) mutual changes or self-swings will only be considered when the minimum shift crew strength is not compromised or where there will be no additional cost to the company. Self-swings must be administered on a "with pay exchange" basis only.

- (c) mutual changes and self-swings must be documented in advance and approved by the Supervisor.
   Self-swings require an additional approval step by the Process Leader or designate.
- (d) mutual changes and self-swings must be closed off (taken) within the current calendar year where possible.
- (e) self-swing payback shifts must be worked at a mutually agreed upon time as per Clause 7.08(c).
- (f) consecutive mutual changes will be limited to one set of shifts at one time

#### 7.09 Shift handover

- (a) Process and Utility Plant employees shall complete shift handover in accordance with company standards.
- (b) Whenever the Company determines that it is necessary, the Union and the Company agree to jointly apply to Alberta Employment Standards for a permit to extend daily hours of work for the purpose of shift handover. If such a joint application to Alberta Employment Standards to extend daily hours of work for the purpose of shift handover is unsuccessful for any reason, notwithstanding anything else in this collective agreement, the company and the union will work together to come up with an alternate work schedule that meets legislation. If the Company and the Union fail to agree on an alternative shift schedule, the company may immediately and unilaterally reject the 12 hour shift schedule and may immediately and unilaterally move operations employees to an 8 hours shift schedule.

- (c) Regular Process and Utility Plant employees will receive the equivalent of twenty-four (24) hours straight time pay calculated using their base rate as of February 1. This payment will be paid as a lump sum on the first regular pay date in February.
- (d) Shift handover will not generate overtime, unless pre-approved by the shift supervisor.

# Article 8 – Wages and shift differential

#### 8.01 Wages

Wage rate schedules are set out in Appendix A.

Effective February 1, 2019 a two and one half percent (2.5%) general wage increase (rounded to the nearest cent) will be applied to the rates of pay as set out in Appendix A.

Effective February 1, 2020 a two and three quarter percent (2.75%) general wage increase (rounded to the nearest cent) will be applied to the rates of pay as set out in Appendix A.

Effective February 1, 2021 a three percent (3.0%) general wage increase (rounded to the nearest cent) will be applied to the rates of pay as set out in Appendix A.

Effective February 1, 2022 a three and one half percent (3.5%) general wage increase (rounded to the nearest cent) will be applied to the rates of pay as set out in Appendix A.

#### 8.02 Rate protection/Ringed rate

Rate protection as referred to in Clause 15.05 and 16.05, will be as follows:

- **Stage 1:** Employee's rate is frozen (ringed rate) for 12 months from the date of the level change.
- **Stage 2:** After 12 months from the date of the level change, the employee will receive a cut in pay up to a maximum of 5% of the original rate of pay.
- Stage 3: In all cases, after 24 months from the date of the level change, the employee will be moved to the actual rate of pay for the position.

This rate protection will apply in the following cases:

- Strathcona Refinery wage employees moving from one department to another who have been selected through the job posting process.
- ii) Imperial Oil employees from other sites that are declared surplus due to downsizing and/or plant closure and successfully meet the requirements of an external job posting for Strathcona. Hiring level guidelines, as outlined in Article 16.07, will determine appropriate job level.
- Strathcona Refinery employees who have been re-assigned to a lower classification at the Company's request.

While the rate protection is in effect, an employee will be paid overtime rates at the existing job rate (not the ringed rate).

#### 8.03 Shift differential

Shift differentials compensate employees for the inconvenience of working shift.

Shift differentials will be paid in addition to the published wage rates where:

- (a) employees work on a regular scheduled rotating shift basis, or;
- (b) employees are assigned on a temporary basis to straight non-rotating shifts between 16:35 hrs. and 07:30 hrs.

#### 8.04

Shift differential will not be paid where employees are assigned to EDO SCHEDULE as defined in Article 7.02.

The following shift differentials shall apply:

<u>% Base rate</u>
5
6
% Base rate
5
6
% Base rate
3
5.67
3

Shift differential will be applied to overtime hours where applicable, but will not be included with base rates when computing overtime.

#### 8.06

Pay averaging will be used to provide uniform compensation for employees.

## Article 9 - Overtime

#### 9.01

All work in excess of an employee's normal working hours or hours performed on an employee's scheduled day off will be paid at the rate of two times the employee's hourly rate except as outlined in Clause 9.14.

#### 9.02

An employee who is required to work a recognized holiday shall be paid at the rate of two (2) times their basic hourly rate for all hours worked. In addition, the employee will receive holiday pay equal to the eight (8) hours pay at the basic hourly rate. Other premiums associated with shift scheduling including change of schedule will be paid the same day. Excess hours owed will be paid either the day prior or the day following the recognized holiday.

#### 9.03

The Union and the Company understand that overtime may be required to operate and maintain the refinery in an efficient and reliable manner. Employees are expected to work overtime whenever called upon if practically possible. Overtime will be distributed as equitably as possible amongst employees qualified in the department concerned. The supervisor may contact a Union executive member to assist in ensuring the overtime is filled at the expected time.

To ensure these requirements are filled on an efficient and equitable basis the overtime will be filled as follows:

- (a) In mechanical, overtime will be offered first to the employees in the required trade that have already been working on the specific job if the job started before 15:00 hours (job continuation).
- (b) Overtime related to shutdowns, significant unit upsets, projects and special assignments that require the special skills and knowledge acquired by the individuals engaged in these activities will be first offered to those individuals (job continuity). These special circumstances will be mutually agreed with the Union prior to the overtime.
- (c) Qualified employees per Article 9.04.
- (d) If no available qualified employee is available to fill the requirement, the company will ask:
  - Qualified employees on other schedules or cycles who can be made available.
  - Qualified employees on other teams of the same schedule cycle that can be made available.
- (e) An unrelieved shift worker will remain to fill a vacant shift post up to 4 hours after completion of their own shift.
- (f) Qualified contractors will be asked to work overtime if all qualified regular employees have refused.

Overtime will be distributed on an equitable basis for employees:

- A. A record of overtime (scheduled, non-scheduled, shutdowns) will be kept up to date and used to contact employees.
  - (i) For Mechanical and Storehouse departments, a report will be produced for employees outlining their group listing in order of lowest to highest total overtime (worked and charged year-to-date). This report will outline those employees unable to fulfill overtime duties (i.e. vacation, illness, limitations).
  - (ii) For Process and Utility Plant departments, the overtime record will be administered in accordance with the OBU Process Overtime Scheduling and Call-out Protocol. This list will be updated on a shift by shift basis.
  - (iii) For SSPP, an overtime report will be produced for employees outlining the work group listing in order of lowest to highest total overtime (worked and charged year-to-date). An exception book will be maintained to identify if an employee is unavailable for overtime.

#### B. Methodology

- (i) Mechanical and Storehouse departments overtime will be arranged utilizing the required trade first. If additional personnel are necessary, then qualified employees in the task or job will be utilized.
  - Employees will be contacted per the appropriate record according to A (i) above.

- If an employee is unavailable (including not being able to respond) for overtime, the overtime hours worked will be added to their record
- (ii) For Process and Utility Plant departments overtime will be called, per the record above, up to four (4) days in advance for open shifts or planned unit activities that require additional staffing.
  - Open shifts do not include those open due to short-term illness.
  - Overtime calling will normally take place between the hours of 12:00 to 14:00 and 19:00 to 21:00 hours.
- (iii) For SSPP department, the overtime exception books for Large Container, Small Container, Blending Areas must be signed each day before 10 AM if the employee is unavailable for overtime for the remainder of the day. Blow Moulding Area employees must sign the Overtime exception book before 10 AM if the employee is unavailable for overtime work the following day.
  - Employees will be contacted per the appropriate listing in order of lowest to highest overtime worked year-to-date. If an employee is unavailable (including not being able to respond) for overtime, the overtime hours worked will be added to their record.
- (iv) The secretary treasurer or designate will inform the Company in writing at least seven (7) days in advance (name, date and time) when the Union executive members, RJH&SC Union co-Chairperson and/or Stewards will be

required to attend Union business. For these positions, for the time identified, if an overtime opportunity is refused the overtime hours associated with the opportunity will not be charged or rotated.

- C. All employees will bring all hours earned in the refinery back to their respective overtime record regardless of where or how earned. New hires or transferees will be automatically assigned the total average hours accumulated by their groups yearto-date.
- D. Upon return from loan or temporary supervisory assignment, an employee will be assigned the greater of the total average number of hours accumulated by their group or the actual number of overtime hours while on the loan or assignment.
- E. For SSPP, Storehouse and Maintenance departments, the following banked overtime process will apply:

This system design has the following components:

- Call outs and non-scheduled overtime hours only will be used to bank time.
- A maximum of 90 hours per employee will be banked at any one time.
- There shall be no backfill cost required when banked hours are used
- Time off must be mutually agreed to and follow vacation guidelines
- Normally, a full shift(s) will be redeemed.
   A partial shift may be redeemed at the sole discretion of management.

Time not used or scheduled by the last pay period of each calendar year will be paid out.

#### 9.05

When a EDO scheduled worker is required to work throughout the regular lunch period as defined in Article 7.02, payment will be made at two times their regular hourly rate for work performed. (A half-hour lunch period will be provided later in the day without payment or the employee may choose to leave one-half hour early.)

#### 9.06 Scheduled overtime

- (a) When an employee is required to work more than two hours of overtime, either immediately before or after their regular working time, a meal will be provided by the Company. An additional meal will be provided for each subsequent period of continuous work of four hours of overtime.
- (b) When scheduled overtime work on a normal day off is in excess of 10 hours, the employee is entitled to receive one meal at any time during the work period. An additional meal will be provided for each subsequent period of continuous work of four hours of overtime.
- (c) For overtime meals, employees will have one of the following three options:
  - A meal may be provided from the refinery cafeteria during the hours that the cafeteria is open.
  - A meal may be provided from an approved list.
  - A meal allowance, valued at \$25.00, may be provided.

There will be an annual review of quality and service from the food suppliers by a joint committee of the Company and the Union.

Shutdown, turnaround and start up related unscheduled overtime will be offered on the following basis:

- (a) Overtime will be offered first to the employees in the required trade that have already been working on the specific job if the job started before 15:00 (job continuation).
- (b) To the qualified employee of the trade group working on the shutdown or start up crew with the lowest overtime according to the overtime record and maintaining the current shift schedule being worked.
- (c) Qualified employees working on the shutdown or startup per the overtime record in Article 9.04.
- (d) Qualified employees in accordance with Article 9.04.

# 9.08 Non-scheduled overtime (less than 12 hours notice)

- (a) The minimum payment for call-out work will be equivalent to five (5) hours pay at the employee's hourly rate unless the sign-in occurs between 22:30 and 07:30 hours, in which case the minimum payment will be six (6) hours at the employee's hourly wage rate. Call-out payments will apply to employees contacted outside their normal hours.
- (b) However, when an employee is scheduled, and the work continues into their normal day or shift, the overtime payment will be based on hours actually worked.

- (c) (i) When an employee is required to work more than two hours total overtime (non-scheduled and/or scheduled), either immediately before and/or after their regular working time, a meal, per clause 9.06(c), will be provided by the Company. An additional meal will be provided for each subsequent period of four hours of overtime.
  - (ii) An overtime meal will be provided for each period of continuous work of greater than four (4) hours of overtime. If an employee is called in with less than two (2) hours notice, there will be an overtime meal provided, after the first one (1) hour of work and for each period of continuous work of greater than four (4) hours there after.
- (d) In Mechanical, a call-out sheet shall be completed per the Administrative procedure. If additional work arises while an employee is on site, the employee will be offered the opportunity to complete this task as part of the original call-out. If that person declines, then another employee will be called out.

#### 9.09

Except for 12 hour shift employees:

 (a) employees are entitled to a minimum eight (8) hour break from the time they leave work until they are required to report for scheduled work again, pay will be kept whole for all regular scheduled hours missed;

- (b) employees whose return requires two (2) hours or less of regular scheduled time are not required to report that day and their pay will be kept whole;
- (c) when a call-out occurs between 05:00 and 07:30, the employee will be paid the call-out premium or applicable overtime premium for actual hours worked (whichever is greater), and then work through into the next day until a total of 8.59 hours has been worked. The employee is then entitled to leave work early and have their pay kept whole.
- (d) When a maintenance employee is called-out before 05:00 and the work continues into a scheduled day or shift, the overtime payment will be paid for all hours worked and their pay will be kept whole.

If scheduled overtime is cancelled with less than 12 hours notice to the employee, the employee shall be entitled to two hours regular pay.

#### 9.11

When an employee works a mutual shift exchange or self-swing payback approved by the Supervisor, no overtime rates will be paid.

#### 9.12

When an employee is required to work overtime immediately after their normal quitting time, the employee will be paid a minimum of one-half hour at overtime rates.

#### 9.13

A minimum penalty of 12 minutes will be imposed upon a shift employee reporting late for work.

# 9.14 Overtime and change of schedule for optional training and loan assignments

Under certain circumstances, application of overtime and change of schedule regulations would be modified when associated with training and loan assignments conducted outside of Strathcona Refinery (training and assignments that would require an employee to take temporary living accommodation, e.g. Nevada Fire School).

(a) Travel Time Employees traveling during normal working hours will have their regular pay kept whole up to a maximum of 8.59 hours. For actual hours spent traveling outside normal working hours, straight time will be paid up to a maximum of 8.59 hours (in the case of air travel, traveling time will be interpreted to mean flight time plus two hours

ground transport time).

- (b) Change of Schedule No change of schedule premiums or associated overtime premiums will be paid in connection with training outside Strathcona Refinery (as defined above). It will be the Company's objective to ensure that the employee's base pay is kept whole.
- (c) Attendance on an Earned Day Off (EDO) When an employee is assigned to the EDO schedule and as a consequence of the employee's attendance to a training program, the employee loses the Earned Day Off, this EDO will be deferred to a future mutually agreed work day.

# 9.15 Election overtime coverage (Federal, Provincial and Municipal)

For elections, the company will request scheduled night shift employees to start early to allow day shift employees required time off to vote.

There will be no callout premiums or overtime meal allowances for these scheduled night shift employees.

## Article 10 - Change of schedule

#### 10.01

A change of schedule (COS) occurs when:

- (a) an employee's starting and/or quitting time is changed by one hour or more; or
- (b) an employee is assigned to work on a schedule different from their regular schedule.

#### 10.02

- (a) Except as noted in Clause 10.04, when an employee's present schedule is changed by the Company with less than 48 hours notice, the first shift will be paid at overtime rates in addition to the C.O.S. premium. (A C.O.S. premium is equivalent to the number of hours worked on the first day or shift of the new schedule, paid at straight time).
- (b) If an employee is given at least twenty eight (28) days advance notice of a change of schedule, no C.O.S. premium will be paid. No employee will be given more than four (4) schedule changes per calendar year without being compensated, even with twenty eight (28) days notice.

(c) Employees who are assigned to a vacation relief schedule will be paid a C.O.S. premium for any change to the Holiday Relief Schedule published by March 1 each year.

#### 10.03

COS premiums will be based on an employee's rate of pay at the time of the change of schedule.

#### 10.04

No premium will be paid for the first day or shift worked on a new schedule if the schedule change is at the employee's request or the result of a work limitation or light duty assignment.

#### 10.05

Except for EDO scheduled employees, if an employee's schedule has been changed to an EDO schedule they must work 35 consecutive calendar days in order to qualify for the COS premium when reverting back to their former schedule. A former schedule is defined as a schedule which an employee has filled for at least 35 consecutive calendar days.

#### 10.06

If a COS occurs on a Company recognized holiday (refer to Clause 11.01), or when overtime rates apply, the employee shall receive all pay premiums for the day or shift worked.

- (a) If, due to a schedule change, vacation, transfer or vacation swing schedule, a 12 hour shift worker or an EDO worker loses a full scheduled day or shift, they will be allowed to make up the hours missed at a time mutually agreed to by the employee and their Supervisor. This make up time must be worked within four pay periods.
- (b) Make up time will be paid at the employee's regular straight time base rate, unless they are used in an up-rate position, in which case the higher rate will apply.

#### 10.08

- (a) For the purpose of calculating excess hours due to a change of schedule, absences due to vacation or sickness will be deemed to be hours "worked". Shifts taken off on a "permission" or leave of absence basis will not be deemed hours "worked".
- (b) Make up time will not be counted for purposes of calculating possible excess hours premium.

# Article 11 – Recognized holidays

#### 11.01

(a) The following holidays will be recognized by the Company:

New Year's Day Family Day
Good Friday Victoria Day
Strathcona Day Canada Day
Civic Day Labour Day

Thanksgiving Day Remembrance Day

Christmas Day Boxing Day

- (b) The Strathcona Day holiday will be reviewed annually by the Union-Management Committee and a fixed date will be confirmed by December 31 of the previous year. Maintenance employees only will have the Strathcona Day holiday as a floating date.
- (c) Under no circumstances will an employee be entitled to more that 12 paid holidays in one calendar year.
- (d) In the event that by either a provincial or federal proclamation, another statutory holiday is designated, a floater will be fixed on that date and no other day will be added to those listed in Clause 11.01.

#### 11.02

Where any one of the holidays listed in Clause 11.01(a) falls on a Saturday or Sunday and there has been no government proclamation requiring its observance on another day, the holiday will be recognized on either the following Monday or preceding Friday, unless otherwise agreed to by the Union-Management Committee.

#### 11.03

Where two holidays fall on consecutive days and these days are Saturday and Sunday and there has been no government proclamation requiring their observance on other days, the Company will recognize the holidays on the following Monday and Tuesday, unless otherwise agreed to by the Union-Management Committee.

Recognized holidays will be observed by 12 hour shift employees on the actual calendar day regardless of the proclaimed date, and such employees will be eligible for holiday pay or overtime rates for scheduled work, only on that day, except as noted in the following circumstances:

- (a) In the case of New Year's Day holiday, statutory holiday overtime premium will be paid for the night shift of December 31, and the day shift of January 1;
- (b) In the case of the Boxing Day holiday night shift, statutory holiday overtime premium will be moved to the Christmas Eve night shift;
- (c) When a 12 hour shift employee is assigned to the Day (EDO) schedule, or the Day part of the shift team rotation, they will be treated for purposes of holiday observance as a Day worker (refer to Clause 11.02).

#### 11.05

For each of the holidays listed in Clause 11.01(a), employees will be paid holiday pay equivalent to eight hours at the rate such employee was earning immediately prior to the holiday, except under the following circumstances:

- (a) employees who fail to work when regularly scheduled to do so on a Company recognized holiday, without just reason;
- (b) an employee who is absent without permission or justifiable reason on either of their regular working days immediately preceding or following a recognized holiday;

(c) an employee who is on an approved leave of absence without pay for more than one week, during which time a recognized holiday or holidays occur. For the purpose of this clause, one week is defined as seven consecutive days commencing on the first day of the leave.

#### 11.06

An employee who fails to report for work on a Company recognized holiday as a result of sickness or accident will receive all sickness benefits for which they are eligible, but will receive no additional compensation for the holiday.

In addition to holiday pay, an employee who works on a recognized holiday will be paid at overtime rates.

#### 11.07

For the purpose of this Agreement, except as noted in Clause 11.04 (a) and (b), a holiday will be regarded as the 24 hour period beginning at shift turnover (as per Article 7– Hours of Work) on the day which is recognized as the holiday.

#### Article 12 - Vacations

#### 12.01

Vacations are granted annually in accordance with Corporate policy as follows:

1 year of service but less than 10 years = 3 weeks; 10 years of service but less than 18 years = 4 weeks; 18 years of service but less than 25 years = 5 weeks; 25 years of service or more = 6 weeks

- (a) For Day employees, a week of vacation will be considered as five days (Monday to Friday inclusive). Employees will be paid 40 hours of pay for each week of vacation. If an EDO falls during a vacation period, the employee is entitled to an additional day of vacation to be scheduled following the vacation guidelines.
- (b) For Process Shift employees, a week of vacation will be considered 38.8 hours. Recognizing the necessity for full shift coverage, the vacation entitlement will be rounded to the closest number of full shifts. The partial shifts will not be claimed or accumulated by the employee or company.

#### 12.03 Vacation pay

- (a) Vacation pay shall be computed on a 40 hour or 38.8 hour week depending on the average hours of their work schedule as outlined in Article 7, exclusive of overtime but including shift differential as referred to in Clauses 8.03 and 8.04.
- (b) Employees shall receive vacation pay either at the average rate received for the six completed pay periods immediately preceding vacation or at the basic rate such employee is earning, whichever shall provide the greater amount.

#### 12.04 Scheduling vacations

(a) It will be necessary for the Company to schedule vacations in keeping with the requirements of the business. Consistent with efficient plant operations, the preference of individual employees will be given full consideration.

(b) Vacations shall be taken each calendar year and it will not be permissible for employees to waive vacations and draw pay in lieu of vacation.

#### 12.05

If an employee becomes disabled as a result of sickness or accident after vacation has commenced, the period of such disability shall be considered as an absence due to sickness and will be excluded from vacation. It is the responsibility of the employee to notify the Supervisor and Medical Department immediately if they become disabled during vacation. The Supervisor and Medical Department must also be notified immediately when this disability terminates. Any disability during vacation must be verified by a doctor's certificate. The employee will be granted an equivalent vacation entitlement as an extension of their regular vacation, or at a later date.

#### 12.06

If an employee becomes disabled before taking the vacation to which they are entitled and continues to be disabled through the end of the year, they may carry their vacation privilege into the following year, in which case the employee will be expected to schedule their vacation as soon as it becomes mutually convenient.

#### 12.07 Holidays observed during employee's vacation

(a) Day workers and SSPP employees:

If a recognized holiday occurs during an employee's vacation, they shall be entitled to an extra day of vacation with pay. The employee will be permitted to take this extra day at a later date.

#### (b) 12 Hour Shift Workers:

If a recognized holiday occurs during an employee's vacation, they shall be entitled to eight hours of pay for the recognized holiday.

#### 12.08 Vacation allowance on termination

A vacation allowance will be paid to employees upon termination to compensate for vacation entitlement earned but not taken prior to termination. Vacation allowance payable is based on a percentage of earnings as listed:

Vacation Entitlement in weeks (during calendar year of termination)

Vacation Allowance Payable

(less than one year of service)	4%	
3	6%	
4	8%	
5	10%	
6	12%	

Vacation anniversary date is the other factor in the calculation of vacation allowance. It determines the vacation entitlement periods.

Note: Vacation allowance is payable on regular earnings and shift differential only (this does not include overtime, earnings paid through the temporary disability benefit, or other premiums).

## Article 13 – Grievance procedure

#### 13.01

Both the Company and the Union recognize that it is mutually beneficial to settle complaints and grievances promptly at the work level where they occur.

#### 13.02 Complaints

- (a) Where an employee has a complaint, they shall first discuss the problem with their Supervisor within 30 calendar days of the occurrence, or becoming aware of the occurrence.
- (b) If the employee desires, a Steward may accompany them for this discussion.
- (c) If a settlement is unsatisfactory and the employee wishes to file a grievance, then the employee will follow the procedures outlined below.

#### 13.03 Step 1 - Grievance process

- (a) A grievance is defined as any dispute between the parties concerning the interpretation, application, administration, or alleged violation of this agreement.
- (b) The Steward, and the employee, will meet and present their grievance in writing to the Second Line Supervisor or designate, within 14 calendar days of the occurrence or discussion with their Supervisor as per Clause 13.02(a). The Second Line Supervisor or designate will give a decision to the Steward or designate and employee, in writing, within 14 calendar days following the meeting.
- (c) If a satisfactory settlement is not achieved Step 2 will be followed within 14 calendar days of the response as per Clause 13.03(b).

#### 13.04 Step 2 - Grievance process

- (a) The Union Executive or designate shall submit the grievance in writing, along with a request for a meeting, to the Refinery Manager or designate.
- (b) Within 14 calendar days, a meeting will be held between the Company and the Union Executive and/or their designate and the employee.
- (c) The Company's decision will be given to the Union President or designate of the Union Executive in writing within 14 calendar days following the day on which the meeting referred to in Clause 13.04(b) is completed.
- (d) If the decision of the Refinery Manager is unsatisfactory, the Union may submit the grievance to Arbitration as provided in Clause 13.07.

#### 13.05 Union or company grievance

- (a) Any grievance initiated by the Union or by the Company, will be presented in writing to the Refinery Manager or Union Local President respectively, within 30 calendar days of the occurrence or of becoming aware of the occurrence.
- (b) The Union-Management Committee will meet within 14 calendar days of the grievance being presented, or at a mutually agreeable time to consider the grievance as outlined in Clause 13.05(a). If a settlement of the grievance is not completed within 14 calendar days of the final meeting on the subject, the grievance may be referred by either party to Arbitration as provided in Article 13.07

- (c) Any grievance not referred to Arbitration within 30 calendar days from the response in Clause 13.05(b) will be deemed to be abandoned.
- (d) The Union will not lodge a grievance on which an employee has an existing grievance.

#### 13.06

(a) All time lines throughout this article may be extended by mutual agreement.

#### 13.07 Arbitration

- (a) Only a difference concerning the interpretation, application, operation or alleged violation of the terms of this Agreement, including any question as to whether any such difference is arbitrable, will be referred to Arbitration at the written request of either party.
- (b) Within a period of 30 calendar days following the date on which the Company gave its decision to the President of the Union Executive, the grievance may be referred to arbitration, or if not, will be deemed to be abandoned. Before any matter is referred to Arbitration, it must first have been processed under the terms of the above grievance procedure.
- (c) Every attempt will be made to use a single Arbitrator whenever possible in place of a 3 member Board of Arbitration. If a 3 member Board of Arbitration is necessary, it will consist of one person appointed by the Company, one person appointed by the Union, and a third person selected by the two appointees to act as a Chairperson.

- (d) Should the parties fail to agree on the choice of an Arbitrator within 30 calendar days, then the Director of Labour for the Province of Alberta, or designate, shall be asked to appoint a chairperson or single Arbitrator.
- (e) The decision of the Board of Arbitration is binding on both parties.
- (f) 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, or to give any decision inconsistent with the provisions of this Agreement.
- (g) Each of the parties will bear the expenses of the Board Member appointed by it, its witnesses, and the parties will jointly bear the expenses of the Chairperson.
- (h) The time limits in this article may be extended by mutual agreement in writing.

## Article 14 - Seniority

#### 14.01

Plant seniority will accumulate from the date of employment in the Refinery. Departmental seniority accumulates from the date an employee starts to work in the department.

#### 14.02

Departmental seniority shall apply in the following five departments:

Mechanical Process Units (A, B, C, S)
Storehouse Specialty Products Plant
Utility Plant

#### 14.03

- (a) A promotion within a department will be made on the basis of skill, ability and demonstrated acceptable performance. In the event that the skill, ability and performance of two or more applicants are relatively equal, the employee with the most department seniority will be promoted.
- (b) A promotion which cannot be filled from within the department will be offered to all employees working in any one of the five departments referred to in Clause 14.02. The selection will be made on the basis of skill, ability and demonstrated acceptable performance.
  - In the event that skill, ability, and demonstrated acceptable performance of two or more applicants are relatively equal, then the employee with the longer plant seniority will be promoted.
- (c) If it becomes necessary to demote employees, skills, ability and demonstrated performance will be the governing factors. In cases where skill, ability and performance are relatively equal, departmental seniority will govern.

#### 14.04

An employee shall be considered probationary during the first six (6) months of continuous employment and shall not have seniority rights during that period. If during the probationary period the employee is absent for any reason, the probation period will be extended by the number of days equivalent to those missed. After six (6) months of continuous demonstrated acceptable performance, an employee's seniority will be dated from the day their employment began on the

permanent payroll as a regular employee. The probationary time period can be extended with mutual agreement between the Union and the Company.

#### 14.05

Seniority lists showing plant and departmental seniority and date to the department shall be prepared annually.

#### 14.06

An employee who is promoted or transferred to a permanent salaried position, will continue to accumulate plant and departmental seniority for a period of one year. After one year the employee will lose all seniority rights unless an extension is mutually agreed to by the Union and the Company.

#### 14.07

When an employee is transferred to another wage position for which they have made application, such employee shall have the right to return to the former department at the former job level within a period up to six months from the date of transfer. During these six months, the employee shall be advised from time to time regarding progress and performance.

Any time within the six month period, should the transfer be found unsatisfactory either to the employee or the Company, they may be returned to the former department at the former job level without loss of any seniority rights. At the end of the six month period, the transfer will be considered permanent and the employee loses all seniority rights in the former department.

#### 14.08

- (a) An employee transferring to another department at the Company's request shall carry their former department seniority to the new department. The employee will maintain their departmental seniority in the former department for a period of six months.
- (b) An employee transferring from one department to another department at the Company's request due to a backdown, and who is subsequently returned to their former department will be entitled to seniority for time spent in the department from which they were transferred.

#### 14.09

An employee transferred on a loan outside this refinery shall accumulate seniority for a period not exceeding 26 months. Any extension must be mutually agreed upon by the Union and the Company.

#### 14.10

Seniority shall be retained and shall accumulate during:

- (a) a company approved Union leave of absence;
- (b) a company approved leave of absence;
- (c) absence from work due to injury or sickness.

#### 14.11

Seniority shall be retained but shall not accumulate during that period of an absence from work due to a termination of employment for a period of less than 12 months owing to lay-off.

Seniority shall be lost when:

- employment is terminated due to resignation or discharge.
- (b) employment is terminated for a period of more than twelve months due to lay-off.

#### 14.13

The Company shall have the right to promote or transfer any employee to fill a vacancy on a temporary basis for a period of 30 calendar days on any one job without regard to seniority.

#### 14.14

- (a) Employees transferred from other Company sites would fit in to the seniority list below the most junior permanent Strathcona Refinery employee.
- (b) Transferred-in employees would be added to the bottom of the plant and departmental seniority lists according to their plant seniority from their former locations.

#### 14.15 Seniority ranking - batch hires

When a group of employees are hired onto the permanent payroll as regular employees on the same day, the seniority shall be determined by random drawing of numbers. Such seniority draw will be conducted by the Human Resources Department and the Union.

# Article 15 – Technological change, plant closure and severance

#### 15.01 Technological change

The company will give the Union six months notice in advance of their intent to implement technological change in working methods or facilities which:

- (a) will involve the lay-off of any regular employee, or
- (b) will result in a change in an employee's regular job assignment which adversely affects the employee's rate of pay.

#### 15.02 Plant closure

The Company will give the Union six months notice in advance of the permanent closure of all or part of the refinery operation which will result in a permanent workforce reduction.

#### 15.03

The Company will meet with representatives of the Union to discuss the impact on the workforce of significant layoffs of bargaining unit employees as a direct result of contracting out, technological change or permanent closure of all or part of the Refinery operation. Among the topics for discussion will be the consideration of alternatives to minimize the negative impacts on affected employees.

The Company shall train or retrain employees subject to layoff for job vacancies which exist at the Strathcona Refinery at the time of the layoff provided the employees have the basic qualifications required for the job vacancy.

Employees facing layoff having the basic qualifications may be considered for transfer to another Unifor-represented Imperial site.

#### 15 04

Employees terminated as a result of technological change or permanent closure of all or part of the Refinery operation will be eligible for severance pay provided the employee remains available for work until the date designated by the Company. At the request of the employee, the Company may, at its discretion, release the employee prior to the designated date of termination without loss of severance eligibility. If the employee is terminated for just cause during the notice period, severance pay is forfeited.

#### 15.05

Employees who are retained could be positioned in jobs where the rates of pay are lower than the employees' current rate. Rate protection shall be provided for retained employees affected by plant closure, partial plant closure or technological change as per Clause 8.02.

#### 15.06 Severance pay

Severance pay will be two weeks pay plus two weeks pay per year of actual Company service multiplied by 1.15. For the purpose of this calculation:

- Pay is defined as the employee's base rate of pay at the time of termination
- Hours of work is defined as the employee's normal hours of work.

Partial years of service will be prorated for the calculation of severance payments.

#### 15.07

Severance pay shall apply if:

- (a) a technological change results in a workforce reduction as per Clause 15.01; or
- (b) an operational closure or partial closure results in a permanent workforce reduction as per Clause 15.02; or
- (c) a laid-off employee is not recalled within 12 months; or
- (d) an employee elects to receive severance pay immediately upon layoff and waives the right to be recalled.

#### 15.08 Layoff

- (i) Probationary employees will be laid off first before permanent employees.
- (ii) In selecting employees for layoff, the following factors will be considered, given that the employees have demonstrated a minimum acceptable performance:
  - (a) skills and ability;
  - (b) seniority

Where factors under (a) above are relatively equal between two or more employees, these employees with the least departmental seniority will be selected. These employees in turn will be able to displace less senior employees in other departments, as determined by plant seniority, provided skills and ability requirements are met.

#### 15.09 Recall

The Company will recall employees in the reverse order of layoff, providing skills and ability are met.

#### 15.10

Employees on layoff must supply the Company with a current address and phone number. Upon recall, the Company will contact the employee at the last address on file with the Company.

The right to recall will be forfeited if the employee:

- (a) cannot be contacted within 21 calendar days, or;
- (b) declines the offer of employment, or;
- (c) fails to notify the company of intention to return to work within seven calendar days of contact.

# Article 16 – Wage progression programs

#### 16.01

Participation and successful completion of the Business Unit progression training programs are mandatory and shall be a condition of ongoing employment. The programs consist of a required number of phases. Each phase must be satisfactorily completed before an employee may move to the next phase.

Satisfactory progress will mean meeting the minimum test requirements, successful demonstration of the learned skills and knowledge and maintaining demonstrated acceptable performance.

#### 16.02

The following wage progression programs are in place at Strathcona Refinery departments:

- 1. Mechanical
- 2. Storehouse
- 3. Process Units (Complex A, B, C & S) and Utility Plant
- 4. Specialty Products Plant (SSPP)

#### 16.03 Mechanical department progression

 (a) The following Mechanical Department Wage Progression applies to all Mechanical Department employees.

#### Maintenance:

Advanced Technician – Employee must complete the accredited check-out as outlined in the CMBU minimum job expectations approved by local management. (12 - 24 months).

Maintenance Technician – Hiring level for a Certified Journeyman with an Alberta or Interprovincial Trades ticket (12 months).

Class I Mechanic – Hiring level for a Certified Journeyman without an Alberta or Interprovincial Trades ticket. Employee must obtain Alberta or Interprovincial Trades ticket within 12 months (12 months).

**Class II Mechanic** – three years formal Apprenticeship program (12 months).

**Class III Mechanic** – two years formal Apprenticeship program (12 months).

**Class IV Mechanic** – one year formal Apprenticeship program (*six months*).

Class V Mechanic (six months).

- b) Maintenance mandatory top of progression will be the Maintenance Advanced Technician level. Specific requirements are outlined in the CMBU minimum job expectations. This level must be achieved by an employee entering the Maintenance progression program within a six year maximum.
- To be eligible for the Maintenance Advanced Technician rate, an employee must possess at least one current provincial or interprovincial ticket or I/A Technologist Diploma.

#### 16.04 Storehouse progression

The following Storehouse Progression applies to all wage Storehouse employees at Strathcona Refinery:

**Storeperson** Top of progression, must successfully

complete a written test (18 months).

**Storeperson I** Successful completion of written test

(12 months).

**Storeperson II** Successful completion of written test.

(12 months).

**Trainee** Successful completion of written test

(6 months).

Advancement within the program is determined by successful completion of in-house training programs and exams based on current industry measurement standards. **16.05** Process (A, B, C, S & U) wage progression This progression applies to all Process employees in Complex's A, B, C, S and U Areas.

- (a) The word "certified" in the following progression program means "confirmed ability (skills and knowledge) to perform the tasks defined in the Complex minimum expectations".
- (b) The requirement for knowledge of a full Complex in progression can be satisfied by being certified in two half Complex's.
- (c) The top of process progression is the Process Technician Specialist level. To attain the Process Technician Specialist level, employees must be certified in the process tech specialist program as outlined in the Complex training guidelines. The top of progression must be achieved within 2 - 4 years once an employee progresses beyond Process Technician I. There is no option to remain at the Process Advanced Technician level.

The minimum process progression is Process Technician I. All process technicians must achieve this level. To attain the Process Technician I level, employees must be certified as outlined in the Complex training guidelines. This level of progression must be achieved by an employee entering Process Progression as a Process Trainee within 4 years.

Once an employee has progressed beyond Process Technician I, the employee can request management approval to step back down to the Process Technician I level, and where approved the provisions referenced in clause 8.02 (stages 1, 2, 3 and the last paragraph) will apply.

A Process Technician I can request management approval to hold at the Process Technician I level.

If there are insufficient qualified Process Technician Specialists to operate the business, management will select Process Technician I's, as per 17.08, to progress to the Process Technician Specialist level.

(d) Console Technician Specialist shall be above process progression. It shall be posted in accordance with Article 17.08 for a term of three years, with no limitation on re-application and consecutive appointments. Console Technician Specialists are required to maintain their skills in all posts and, to that end, at times will be assigned at their rate of pay to work in outside positions. Process Technician Specialists and Process Advanced Technicians will fill console duties as assigned at their current rate of pay as required. There will be only one Console Technician Specialist per shift team in each business unit.

The parties intend to assign the dedicated Console Technician Specialist to the console position 70% or more of their regular scheduled hours. Remaining console hours will primarily be scheduled to Process Technician Specialists and Advanced Technician Specialists. In order to maintain competency, Process Advanced Technicians and Process Technician Specialists will be scheduled to work the console a minimum of one shift per quarter. Article 9 continues to apply.

Process Technician Specialist – Certified in identified knowledge and skills in all aspects of at least one CSF, demonstrated leadership ability within the team. For UBU includes completed a 2nd Class Power Engineers Certificate. Minimum 12 months or maximum 24 months to complete after achieving Process Advanced Technician.

- Process Advanced Technician Certified in the identified knowledge and skills of the Advanced Technician Position, including the control panel, as per Business Unit. For UBU includes started a Class 2 certificate course. Minimum 12 months or maximum 24 months to complete after achieving Process Technician I.
- Process Technician I Certified in the identified knowledge and skills of the Process Technician I Position as per Business Unit. Maximum 12 months to complete after achieving Process Technician II.
- Process Technician II Certified in the identified knowledge and skills of the Process Technician II Position as per Business Unit. Maximum 6 months to complete after achieving Process First Assistant.
- Process First Assistant Certified in the identified knowledge and skills of the Process First Assistant Position as per Business Unit. For UBU includes completed a 3rd Class Power Engineers Certificate. Maximum 6 months to complete after achieving Process Second Assistant.
- Process Second Assistant Certified in the identified knowledge and skills of the Process Second Assistant Position as per Business Unit. For UBU includes completed Part A of Class 3 Power Engineers Certificate. Maximum 6 months to complete after achieving Process Third Assistant.

Process Third Assistant – Certified in the identified knowledge and skills of the Process Third Assistant Position as per Business Unit. For UBU includes completed a 4th Class Power Engineers certificate and enrolled in Class 3 certificate course.

Maximum 12 months after entering process progression as a trainee.

Process Trainee – First step in process progression.

Certified in the hiring criteria of the Process

Trainee Position as per Business Unit. For UBU includes completed Part A of a Class 4 Power Engineers Certificate.

#### 16.06

- (a) All regular employees of U Complex will be able to apply for assistance in preparing themselves to write Boilers Branch examinations for certificate levels up to and including the Class II Certificate. This consideration will be provided for one attempt only at each certification level.
- (b) The following guidelines will be considered by Management when a U Complex employee is attending evening classes in order to pursue Power Engineering Certification courses:
  - Day off employee attends on their own time.
  - Twelve hour day shift (06:00 18:00) time off with pay will commence at 17:30 on the assumption that the class starts at 19:00.
  - Twelve hour night shift (18:00 06:00) time off with pay from 18:00 - 23:00 on the assumption that classroom training will end at 22:00.

#### 16.07 Hiring Level Guidelines

The following guidelines are to be used to place experienced Process hires or outside transferees into an appropriate level in the Process Progression Program.

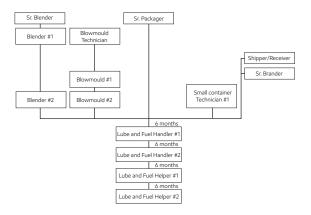
Management reserves the right to determine the hiring level based on various factors such as (but not limited to) relevance of experience, current capability, etc.

- (a) The maximum Process Wage Progression hiring level guidelines for Business Units A, B, C and S are as follows:
  - (i) With greater than five years' relevant operating experience is Process Technician II.
  - (ii) With two to five years' of relevant operating experience is Process First Assistant.
  - (iii) With less than two years' of relevant operating experience is Process Third Assistant.
- (b) The maximum Process Wage Progression hiring level guidelines for the Utility Plant are as follows:
  - (i) With a full 2nd Class Ticket is Process Technician I.
  - (ii) With a full 3rd Class Ticket and an ABSA credit of 12 months towards 2nd Class Steam Time is Process First Assistant.
  - (iii) With a full 3rd Class Ticket and no ABSA credit towards 2nd Class Steam Time is Process Second Assistant.

#### 16.08 SSPP progression

The following SSPP Wage Progression applies to all employees in the SSPP. The SSPP Progression is a 2 year process starting at Lube and Fuel Helper #2 and ends at mandatory top of progression as Lube and Fuel Handler #1.

- (a) All new employees must progress to the Lube and Fuel Handler #1 level.
- (b) All SSPP wage employees must be checked out and pass certification at each level of progression before advancement can proceed.



#### Posted positions

- Employees who reach top of progression and have six months' experience as Lube & Fuel Handler #1 may apply for any of the posted positions above progression (i.e., Shipper/Receiver; Small Container Technician #1; Blow Mould #2; Blender #2; Senior Brander; Senior Packager).
- Mandatory progression for successful applicants to Blow Mould #2 will be Blow Mould #1. This must be achieved within a maximum of 36 months, subject to check out and passing of certification. Employees will receive the Blow Mould #1 rate upon successfully meeting all check out and certification requirements. Employees must have three years Blow Mould experience to be eligible for Blow Mould Tech. position.
- 3. Mandatory progression for successful applicants to Blender #2 will be Blender #1. This must be achieved within a maximum of 36 months, subject to check out and passing of certification. Employees will receive the Blender #1 rate upon successfully meeting all check out and certification requirements. Employees must have three years Blender experience to be eligible for Sr. Blender position.

# Guidelines for placing experienced hires into SSPP progression

The following guidelines are to be used to place experienced employees into the progression system:

 More than three years related experience: up to two years maximum credit after meeting minimum skills and knowledge checkout requirements as determined by the company.

- Minimum six months to three years related experience: up to 18 months credit after meeting minimum skills and knowledge checkout requirements as determined by the Company.
- 0 6 months related experience: no progression credit.

## Article 17 – Job posting

#### 17.01

Jobs will be posted for bidding when the Company determines it necessary to fill vacant or new positions in the Bargaining Unit. The posting will be reviewed with the Union.

#### 17.02

Postings will be open for a minimum of 10 calendar days. A 'Job Posting' form will include the information listed in Clause 17.06 below.

#### 17.03

Absent employees must notify the Human Resources Department in writing if they want to be considered for any job postings that occur during their absence.

#### 17.04

All postings will have a registration number assigned by the Human Resources Department.

#### 17.05

Human Resources will also record the following data:

- (a) Copy of the posting and the number and date of the posting.
- (b) Record of all applicants.
- (c) Record of successful applicants.

#### 17.06

All postings will include the following:

- (a) Registration number assigned by Human Resources.
- (b) Job title, hours of work, rate of pay.
- (c) Eligibility requirements.
- (d) Application deadline.

#### 17.07

All applications must be submitted in writing to the Human Resources Department.

#### 17.08

Selection by management of successful candidates will be based on:

- (a) Skill, ability and demonstrated acceptable performance.
- (b) Plant seniority.

Where factors under (a) are deemed to be relatively equal, (b) will apply.

A notice will be posted informing employees of the successful applicant or applicants for the posting.

#### 17.10

Each posting will be deemed to be valid for a six month period starting from the last day the posting was on the bulletin board.

# Article 18 - Special assignments

#### 18.01

Special Assignment refers to a temporary assignment open to wage employees to a job which is clearly different from their normal job. It does not involve directly supervising other employees. The company retains the sole discretion to determine if a special assignment will be offered. Special assignments normally apply to employees at the top of progression or above. These assignments can, but are not intended to include:

- (a) light duty assignments for employees with medical work limitations.
- (b) external loan assignments.

#### 18.02

No employee can be considered for a special assignment until they have worked one year at Strathcona Refinery. In addition, no employee in the Mechanical Department is eligible until they have obtained a valid Alberta or Interprovincial certificate or I/A Technologist diploma in the trade in which they are normally employed at Strathcona.

#### 18.03

In order to determine the appropriate rate for a special assignment, it is necessary for the Company to determine the relative level of responsibility of the assignment in terms of existing responsibility levels in the particular department. Each special assignment is evaluated individually and comparisons are not made between departments.

If the Company decides to initiate a special assignment, the minimum rate paid will be 10% above the employees hourly rate per Appendix A.

If for any reason, the selected candidate for a special assignment can not fulfill the term of the assignment, the incoming candidate shall receive the special assignment rate. The special assignment rate will only be paid to the candidate who is actually performing the special assignment work on a regular basis.

#### 18.04

Special assignments will be advertised through the use of an "Interest Sheet". The purpose of this sheet is to notify all employees of the assignment, and to allow them to express their interest in applying for such an assignment.

All interest sheets will include the following information:

- Registration number assigned by HR.
- Job Title, Hours of Work, Rate of Pay
- Eligibility requirements.
- Application deadline.

Management will select the most suitable candidate based on identified criteria for the assignment.

Management will make every effort to equitably distribute special assignments among suitable candidates within the department.

A wage employee on a special assignment retains wage payroll status as covered by all provisions in this agreement and continues to accumulate seniority. The duration of the special assignment of a bargaining unit employee is not expected to exceed a period longer than twelve (12) consecutive months. This time period can be extended with mutual agreement between the Union and Management.

There must be a cool down period between special assignments and or temporary positions, during which the employee will not be considered for subsequent special assignments or temporary positions. This period will be equal to the length of the assignment, and will not exceed six (6) months.

#### 18.06

Interest sheets will be used for any other temporary positions within the refinery not covered by this agreement that would be open to wage employees. The intent is to solicit interest from the bargaining unit members who wish to be considered for the position. All interest sheets will include the information as outlined in 18 04

A wage employee filling one of these temporary positions retains rights under this Collective Agreement including accumulating seniority.

These temporary assignments for wage employees will not exceed a period of twelve (12) months.

There must be a six (6) month period between temporary assignments.

Article 19 – Bereavement absence, jury/witness duty

#### 19.01 Bereavement absence

- (i) In the event of the death of a close family member of an employee, the Company will grant, upon request, a paid absence not to exceed three (3) working days, for the purpose of attending the funeral, and if necessary, making funeral arrangements. In the event that extended travel is required, the Company may grant up to two (2) additional days of paid absence with Management approval.
- (ii) A close family member is usually a parent, grandparent, spouse (including common-law), child, grandchild, daughter/son-in-law, brother or sister, brother/sister-in-law, and mother/father-in-law.
- (iii) The employee must contact their supervisor and advise as soon as possible if they require time off from work due to the death of a close family member.

#### 19.02 Jury/witness duty

- (i) The Company will provide a paid absence to an employee who is called for jury duty or is required to appear in court as a witness under a subpoena. Employees must notify their supervisor of any absences as outlined above as soon as the appearance date is known.
- (ii) Any fees paid to the employee by the court will not be deducted from the employee's earnings.
- (iii) This policy does not apply if the employee is required to make a court appearance on their own behalf.

# Article 20 - Duration of agreement

#### 20.01

This agreement, unless amended by the parties in writing, will be in effect from the date of ratification to January 31, 2023.

#### 20.02

If either party wishes to propose amendment(s) to this agreement, they will notify the other party in writing not less than sixty (60) days and not more than one hundred twenty (120) days prior to expiration of this agreement. The parties will meet at a mutually agreed date for the purpose of exchanging amendments to the agreement.

#### 20.03

Where notice to negotiate amendment(s) for a new agreement has been given, the agreement will continue in force and effect until:

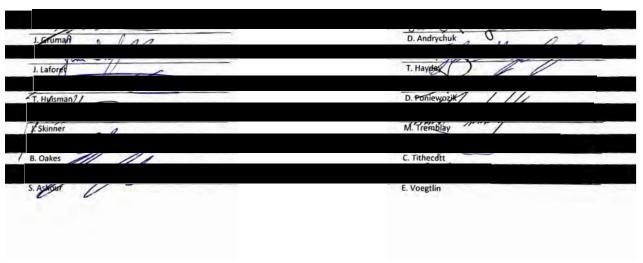
- (a) the parties conclude a renewal or a revision of this agreement or enter into a new Collective Agreement; or
- (b) the Company shall give notice of lockout in writing; or
- (c) the Union and employees shall give notice of strike in writing.

If notice is not given by either party, this agreement shall be renewed for a period of one year, and shall remain in effect from year to year until either party proposes amendments.

Signed at Strathcona County, Alberta, this 14<sup>th</sup> day of November, 2018.

Signed on behalf of Strathcona Refinery, Imperial Oil, by its managing partner, Imperial Oil Limited, located at Strathcona County, Alberta

Signed on behalf of the Unifor, Local Union 21-A, Strathcona Refinery Unit, located at Edmonton, Alberta



# Appendix A

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Classification		Hourly rate (Feb. 1, 2020)		
Console Technician Specialist	60.99	62.66	64.54	66.80
Process Technician Specialist	58.08	59.67	61.46	63.62
Maintenance Advanced Technician; Fire Technician	56.31	57.86	59.60	61.68
Senior Packager or Blender	55.78	57.31	59.03	61.10
Process Advanced Technician	55.23	56.75	58.45	60.49
Maintenance Technician	52.42	53.86	55.48	57.42
Process Technician 1; Blow Moulder Technician	51.92	53.34	54.94	56.87
Blender 1	51.44	52.86	54.45	56.35
Storeperson, Shipper/Receiver	50.52	51.91	53.47	55.34
Class 1 Fire Mechanic; Class 1 Mechanic	50.02	51.40	52.94	54.79

## Strathcona Refinery

Classification			Hourly rate (Feb. 1, 2021)	
Process Technician 2; Blow Moulder 1; Sr. Brander	48.91	50.26	51.77	53.58
Process First Assistant	46.68	47.96	49.40	51.13
Small Container Technician 1	45.72	46.97	48.38	50.07
Blender 2; Storeperson 1; Blow Moulder 2; Class 2 Mechanic	45.33	46.57	47.97	49.65
Process Second Assistant	43.26	44.44	45.78	47.38
Lube and Fuel Handler ´	1 43.08	44.27	45.59	47.19
Process Third Assistant, Storeperson 2; Class 3 Mechanic; Lube and Fuel Handler 2		41.85	43.11	44.62
Process Trainee; Class 4 Mechanic; Lube and Fuel Helper 1	38.25	39.30	40.48	41.90
Lube and Fuel Helper 2 Class 5 Mechanic; Storehouse Trainee	; 36.27	37.27	38.39	39.73

## Appendix B

#### 1: Letter of Understanding "Employee appraisal"

It is agreed between the Strathcona Refinery (called the "Company") and the Unifor 21-A of Strathcona Refinery (called the "Union") that all bargaining unit employees at the refinery will receive feedback on their work performance. Associated with such performance reviews, the following areas are agreed upon:

- each employee will have a review of their performance with their supervisor;
- a copy of the written review will be discussed with the employee and the employee will be requested to sign the report indicating that they have read the report;
- the employee will be given the opportunity to discuss/respond to the review and have their comments recorded in the review summary;
- a copy of the complete report will be given to the employee.

Original signed for the Union By: W. Kolba Original signed for the Company By: W. Tingley April 19, 1996

#### 2: Letter of Understanding "Major projects"

The Union and Company agree that for this agreement period, special assignments for bargaining unit employees involving major projects will be covered by this letter.

Cogen Utility Upgrade Project

Management will select the most suitable candidate based on identified criteria for the assignment.

A wage employee on a special assignment retains wage payroll status as covered by all provisions in this agreement and continues to accumulate seniority. The duration of the special assignment of a bargaining unit employee is not expected to exceed a period longer than twenty four (24) consecutive months. This time period can be extended with mutual agreement between the Union and Management.

The cool down period between special assignments shall be in accordance with Article 18.05.

#### 3: Letter of Understanding "Steam ticket premium"

The Company agrees to pay the steam ticket premium, on December 31 of each year of the agreement. The steam ticket premium is as follows:

- \$2,500 to each regular Utility plant employee with a full second-class, or
- \$2,500 to each regular Utility plant employee with a full first-class ticket

This letter will expire at the end of this agreement.

#### Letter of Understanding Food services committee

Consistent with Article 9.06 c, the Union and the Company agree to work together, through the Food Services Committee, to ensure the meals provided on the overtime approved list are both nutritional and substantial.

During the first 12 months (from the date of ratification) of this agreement, the Food Services Committee, will meet with a nutritional professional to develop a set of guidelines to assist in the selection of appropriate overtime meals, including items such as nutrition and recommended serving size.

With these guidelines in hand, the Food Services Committee will work with local food suppliers to ensure meals on the overtime approved list are nutritional and substantial.

To ensure overtime meals meet these new guidelines, it is anticipated that the cost of the meals could range between \$15 - \$25.

It is understood that the intent of this LOU does not change or compromise the value of the meal voucher as described in Article 9.06 c.

#### 5: Letter of Understanding "Process loan-in loan-out"

With the increased focus on networking with ExxonMobil and Imperial Oil, there are opportunities for process technicians to participate in short term loan assignments at other refinery sites. These would typically be due to planned turnaround activities or unplanned major events.

The Union and Company agree that for this agreement period, process loan-in and loan-out will be covered by the provision outlined in this letter.

#### Loan-out

- Management to post opportunities through the use of an "Interest Sheet" with as much notice as possible, indicating:
  - location, timing and duration, desired knowledge and skill, rate of pay and application deadline
- Interested applicants must submit a written response to the Human Resources Department
- Management will select the most suitable candidate based on identified criteria for the assignment
  - Interviews of the applicants may be required
  - Management will make every effort to equitably distribute the loan assignments among suitable candidates
  - Feedback will be provided to all applicants

- The Company will assist in making travel arrangements and cover all travel costs
- If the period of loan-out occurs during scheduled vacations, then the rescheduled vacations are to be mutually agreed upon and every effort shall be made to provide coverage without occurring overtime
- For unplanned events, the above protocols will be carried out on an accelerated schedule

#### Loan-in

- Management to identify opportunities to Union Executive with as much notice as possible
- Management to provide other sites with requirements including:
  - Location, timing and duration, desired knowledge & skill
- Sending site determines candidates and Scona Management reviews and approves
- Guidelines:
  - Can accommodate up to a maximum of 8, spread equally on shift teams
    - Typically a max of 4 for planned; 8 for unplanned
  - Not to be used to reduce overtime for site employees
  - Management will make every effort to align wage candidates with wage loan assignments
  - Follow site work schedules, including "days of rest" provisions

- Special requirements for clothing should be identified as soon as possible so that the site can make suitable arrangements
- May involve orientation visit prior to the event
- Management works with sending site to resolve issues such as work visas, passports, travel, etc
- Company will pay Union dues for Loan-Ins for the duration
- For unplanned events, the end dates may not be known at the start

#### 6: Letter of Understanding "Process Organization"

The Company and the Union agree to the following terms:

- To create a posted position above the progression in Article 16 for "Console Technician Specialist". Article 16 shall include the provisions in Item 6 below;
- 2. The rate for the Console Technician Specialist will be \$56.91;
- The term of the Console Technician Specialist will be a 3 year term with the ability to reapply consecutively. Posting shall be as per Article 17.08;
- 4. To create at the request of either party a team of 2 union representatives and 2 supervisors, chaired by a management representative, to design and review the duties and qualifications of the Process Technician Specialist under the Process Tech Specialist Program.

- 5. Article 16.05 (e) of the CBA will be amended to include the following:
  - Console Technician Specialist shall be above process progression. It shall be posted in accordance with Article 17.08 for a term of three years, with no limitation on re-application and consecutive appointments. Console Technician Specialists are required to maintain their skills in all posts and, to that end, at times will be assigned at their rate of pay to work in outside positions. Process Technician Specialists and Process Advanced Technicians will fill console duties as assigned at their current rate of pay as required. There will be only one Console Technician Specialist per shift team in each business unit.
- 6. The parties intend to assign the dedicated Console Technician Specialist to the console position 70% or more of their regular scheduled hours. Remaining console hours will primarily be scheduled to Process Technician Specialists and Advance Technician Specialists. In order to maintain competency, Process Advanced Technicians and Process Technician Specialists will be scheduled to work the console a minimum of one shift per quarter. Article 9 continues to apply.
- 7. Controllers may provide daily relief for the console when required and in order to maintain competency will be scheduled to work the console one shift per quarter. It is also expected that Controllers may work with the Console Technician Specialist to troubleshoot issues at the console to maintain a safe and reliable operation.

- 8. Management will post the Console Technician Specialist positions on or before July 1, 2016. The competition for the Console Technician Specialist will proceed and successful candidates named. Implementation of the dedicated Console Technician Specialist will proceed as soon as possible but no later than January 1, 2017. The parties will co-operate during the transition and any issues in respect to implementation, are subject to expedited mediation/arbitration by Francis Price.
- The time spent by Controllers on the console will not be used by the Employer in support of any position as to the nature of console work.

Original signed by the Union, D.J. Andrychuk February 22, 2016

Original signed by Management, Fabio Garagiola, Refinery Manager February 22, 2016

**JANUARY** 

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**FEBRUARY** 

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#### Payroll

1-800-387-0621, option 4

#### Pension and benefits centre

1-866-769-8524

#### Employee and Family Assistance Program (EFAP)

1-844-880-9142 24 hours/day

# Out-of-province and out-of-country medical emergency and travel assistance

1-800-511-4610 Canada/USA

519-514-0351, call collect outside of Canada/USA

Notes	Notes
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