

COLLECTIVE AGREEMENT

Between

**SHELL CANADA LIMITED
(Shellburn Terminal)**

And

**CANADIAN AUTO WORKERS UNION
(Local #114)**

2010 - 2013

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ARTICLES OF AGREEMENT

Between:

SHELL CANADA LIMITED
Hereinafter called "the Company"

And:

CANADIAN AUTO WORKERS UNION, LOCAL #114
Hereinafter called "the Union"

PURPOSE

The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 1 PERIOD OF AGREEMENT

1.01 Duration

- (a) This Agreement shall be effective as of February 1, 2010 and shall remain in effect until and including January 31, 2013 or thereafter from year to year until the Company gives notice of lockout and such lockout has been implemented or the Union gives notice of strike and such strike has been implemented or the parties conclude a renewal or revision of the Agreement or a new Collective Agreement.
- (b) Either party to this Agreement has the right, within four (4) months prior to January 31, 2013 or the anniversary thereof, by written notice to the other party, to require the other party to commence negotiations for a new or amended Agreement within ten (10) days of receipt of the written notice. Except by mutual consent, this Agreement shall not be subject to change prior to January 31, 2013 or subsequent anniversary date thereof.

1.02 Labour Relations Code Exclusion

It is specially agreed to exclude from this Agreement the operation of Sub-section Two (2) and Three (3) of Section Fifty (50) of the Labour Relations Code of British Columbia.

ARTICLE 2 UNION MEMBERSHIP AND CHECK OFF

2.01 No Discrimination

There shall be no discrimination of any kind against any employee by any supervisor, superintendent or any other person employed by the Company in a supervisory capacity because of membership in the Union or because of participation in the business of the Union.

2.02 Union Activity

The Union agrees that neither it nor any of its officers or members shall intimidate or coerce employees into membership in the Union. The Union also agrees that it will not hold any meetings or engage in Union business during working hours nor cause or encourage its members to do so, except as provided for under **Section 18.09**.

2.03 Union Membership

- (a) All employees, covered by this Agreement, shall be members of the Union in good standing, as a condition of employment, and remain members of the Union in good standing, as hereinafter defined, for the duration of this Agreement.
- (b) A member shall be considered in good standing as long as he/she conforms to the Union's uniformly established requirements with reference to the payment of initiation fees and monthly dues.

2.04 Union Dues

- (a) All employees covered by this Agreement will, as a condition of employment, pay union dues.
- (b) All new employees, as a condition of employment, will complete and sign the "Authorization for Dues Check-Off Form" supplied by the Union.
- (c) The Company will, accordingly, deduct from the affected employees' wages the union dues stipulated by the Union's Secretary-Treasurer.
- (d) Deductions shall be made in the first pay-period ending in the month and all sums deducted, together with a record of those for whom deductions have been made, and the amount, shall be forwarded to the Secretary-Treasurer of the Union no later than ten days following the close of the pay period.

ARTICLE 3 MANAGEMENT RIGHTS

3.01

The Union acknowledges that it is the exclusive function of the Company to hire, promote, demote, transfer, layoff and suspend employees and also the right of the Company to discipline or discharge any employee for just cause, provided that a claim by an employee, who has acquired seniority, that the employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided. The Company agrees that it will not exercise these functions in a manner inconsistent with the express provisions in the Agreement.

3.02

The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location of the plants, the direction of the working forces, the products to be produced, the schedules of operations, the right to decide on the number of employees needed by the Company at any time, the right to use improved methods, machinery and equipment and jurisdiction over all operations, building, machinery, tools and employees at the plant aforesaid are solely and exclusively the

responsibility of the Company. The Company also has the right to make and alter from time to time and to enforce rules and regulations to be observed by the employees, but before altering any such rules the Company will discuss same with the Union Executive and give them an opportunity to make representations regarding such proposed alterations. Such rules and regulations shall not be inconsistent with the terms of this Agreement.

3.03

The foregoing enumeration of Management's functions shall not be deemed to exclude other functions not specifically set forth in this article, the Company therefore retaining all Management rights not specifically covered.

ARTICLE 4 SCOPE

4.01

This Agreement shall apply to all employees of the Company employed at its Shellburn Terminal as defined in **Section 18.01** Recognition.

ARTICLE 5 NO CESSATION OF WORK

5.01 Strikes

- (a) No employee bound by this Collective Agreement shall strike during the period of this Agreement (per **Section 1.01**) and no person shall declare or authorize a strike of those employees during this term.
- (b) Strike will be defined as:
 - (i) Cessation of work
 - (ii) Refusal to work
 - (iii) Refusal to continue to work
 - (iv) An act or omission that is intended to, or does, restrict or limit production or services by employees in combination, or in concert, or in accordance with a common understanding, for the purpose of compelling their employer to agree to terms or conditions of employment, or of compelling another employer to agree to terms or conditions of employment of his employees.

5.02 Lockouts

The Company shall not, during the period of this Agreement (per **Section 1.01**), lock out any employee bound by the Collective Agreement.

ARTICLE 6 SENIORITY

6.01 Definition

Except as provided in **Section 6.02**, an employee shall have seniority equal to the total time he/she has accumulated in the service of the Company at Shellburn Refinery and Terminal as an hourly-rated employee.

6.02 Probationary Period

- (a) During the first two hundred and ten (210) days of employment an employee shall be considered to be on probation, and until such time as he/she accumulates two hundred and ten (210) days' service with the Company at the Shellburn Terminal, without any break exceeding two hundred and ten (210) days, he/she shall have no seniority.
- (b) The prime intention of the probationary period is to allow sufficient time for the Company to assess the new employee's suitability for long-term employment and during this period, his/her services may be retained or terminated, at sole discretion of the Company. A grievance advanced on behalf of a probationary employee who is terminated or disciplined will be limited to whether the Company acted in a manner that was arbitrary, discriminatory or in bad faith.
- (c) During the probationary period, absences of more than thirty (30) continuous days shall not count when computing the probationary period.

6.03 Job Security

- (a) In the event of technological change, or the Company decides to close all or part of the plant which will result in a permanent work force reduction, the Company will:
 - (i) Notify the Union as soon as possible but not less than three (3) months in advance; and
 - (ii) Meet with representatives of the Union to discuss:
 - the impact of the change,
 - the redistribution of the remaining available work, and
 - the training or retraining of affected employees for the remaining vacant positions.
 - (iii) In order to minimize lay-off resulting from technological change, the Company agrees to participate in every way possible to retrain the affected employees for the remaining vacancies.
- (b) In the event of lay-off caused by a technological change or the permanent closure of all or part of the plant, the provisions of **Section 6.04(a)** (Lay-off Due to Permanent Work Force Reduction) will be utilized to determine the employees to be laid off and the provisions of **Section 6.09** (Recall) will apply to laid off employees.
- (c) At the conclusion of a laid off employee's recall period or if at any time after ninety (90) days from the date of lay-off, the laid off employee notifies the Company, in writing, that he/she relinquishes his/her seniority and hence the right to recall, and wishes to terminate his/her employment, the employee will be entitled to severance pay provided:
 - (i) the employee has not refused to exercise seniority rights to claim other available jobs within the bargaining unit.
 - (ii) the employee has not rejected reasonable alternative employment which the Company offered to the employee in B.C.'s Lower Mainland area.

- (iii) the employee remains available for work until the designated date of lay-off, and
- (iv) the employee, by virtue of performance or actions prior or during the notice period of lay-off was not discharged for just cause.

6.04 Layoff Due to Permanent Work Force Reduction

In the event of technological change or a partial closure of the plant which results in a permanent work force reduction, employees shall have the right to exercise seniority rights to displace an employee to fill remaining available positions, if:

- (a) the employee has demonstrated by his/her past performance and ability that, given normal training, he/she can reasonably be expected to fully satisfy the requirements of the available position

- and -

in the opinion of the Company sufficient skills are retained to ensure the safe and efficient operation of the Terminal.

- (b) Employees for whom no positions are available will be laid off in reverse order of seniority.

6.05 Layoff Due to Lack of Work

In making lay-offs due to lack of work, provisions of **Section 6.04** will apply. Employees so laid off will then be governed by **Sections 6.06, 6.07** and **6.08**.

6.06 Employment Status

For the purpose of this Agreement, individuals on layoff do not retain their status as employees or any rights, privileges or benefits accruing to employees under this Agreement except:

- (a) the right to be recalled as per **Section 6.09**,
- (b) in the event of recall within twelve (12) months after the date of lay-off, the retention of previously accumulated seniority as defined in **Section 6.01**. However, in determining such employee's seniority, the time he/she was off the payroll shall not be included, and
- (c) to the entitlement to severance pay only if the requirements of **Sections 6.07** and **6.08** have been fulfilled.

6.07 Severance Pay Requirements

A laid off employee will be entitled to severance pay as provided in **Section 6.10** provided:

- (a) the employee is not recalled within the period of twelve (12) months following the date of lay-off, or
- (b) at any time after ninety (90) days from the date of lay-off the employee notifies the Company in writing that he/she relinquishes his/her right of recall.
- (c) the employee has satisfied the requirements of **Section 6.03 (c)**.

6.08 Reporting After Lay Off

A laid off employee will not be entitled to severance pay as provided in **Section 6.10** if he/she on being recalled, as provided in **Section 6.09**, fails to report to work within the specified agreed time.

6.09 Recall

(a) On recall to employment following lay-off seniority shall control insofar as employees are available who still have their seniority rights.

(b) Seniority Retention

Any employee, who has not relinquished his/her seniority rights as provided in **Section 6.03(c)** and who is not recalled within twelve (12) months from the date of lay-off shall lose all seniority rights for re-employment by the Company or otherwise under this Agreement. If an employee who formerly had seniority is rehired, the employee's seniority thenceforth shall be computed from the first day of work after such rehire.

(c) Recall Procedure

Employees will be notified of recall by telephone, e-mail or other type of message which will be confirmed by registered mail. An employee being recalled must return to work as soon as reasonably possible after the first notice of recall as described above, but no longer than six (6) days after receipt of the registered notice, except when, by mutual agreement between the Company and the Union, failure to report within the specified time limit was unavoidable. A copy of the notice will be given to the Union in accordance with **Section 22.01** and a copy will be given to the Chief Steward or designate. An employee who fails to report to work within the specified agreed time after recall shall forfeit his/her rights of recall and right to severance pay. Recalled employees will be credited with the seniority they had at the date of lay-off. It is the responsibility of laid off employees to keep the Company informed of their current address and telephone number.

6.10 Severance Pay

(a) Severance pay will be calculated on the basis of four (4) weeks pay for the first year of service and two (2) weeks pay for each subsequent year of service. The severance pay resulting from this formula will be multiplied by 1.15. For the purpose of this calculation, a week's pay is defined as the average workweek for the particular classification at the employee's straight time basic wage rate at the time of lay-off. Partial years of service will be pro-rated for the calculation of severance payments. Severance payments will be subject to statutory deductions.

(b) Should the Company be required by law or otherwise to make any payments by reason of lay-off or termination of any employee exclusive of:

- earned vacation,
- pension payments,
- sickness or disability insurance payments, and
- workers' compensation.

Such payments shall be deducted from the severance payment provided for herein.

6.11 Discipline

- (a) In the case of dismissal, suspension or demotion, other than for curtailment or lack of work, of an employee with more than two hundred and ten (210) days' seniority, the Company undertakes to show the cause for such dismissal, suspension or demotion in the presence of a Steward, and agrees that the employee may invoke the full Grievance Procedure under **Article 16**.
- (b) The Company further agrees that when a written report of discussion is being handed to an employee, this will be done in the presence of a Steward.
- (c) Notwithstanding the above, the employee shall have the right to refuse the presence of the Steward, if he/she so signifies, either verbally or in writing, to a union representative.

ARTICLE 7 VACATIONS

7.01 Vacation Entitlement

Each employee shall be entitled to annual paid vacations in accordance with the following schedules:

a) Shiftworkers	Vacation Time	Vacation Pay
After 1 year	10 x 12-hour shifts	120 hours
After 10 years	13 x 12-hour shifts	160 hours
After 18 years	16 x 12-hour shifts	200 hours
After 25 years	20 x 12-hour shifts	240 hours
(b) Day Workers		
After 1 year	3 weeks (14 working days)	120 hours
After 10 years	4 weeks (18 working days)	160 hours
After 18 years	5 weeks (23 working days)	200 hours
After 25 years	6 weeks (27 working days)	240 hours

Vacation in the first year will be pro-rated.

7.02 Deferral of Vacations

Employees who have attained one year of seniority with the Company may elect to defer one week (or 3 x 12-hour shifts) of their annual vacation entitlement to the following year. Such deferrals are not cumulative and are subject to Management approval. Deferrals must be submitted at the time of scheduling of vacation.

7.03 Calculation of Vacation Pay

- (a) The vacation pay of an employee with less than one year's service shall be calculated in accordance with the B.C. Employment Standards Act. After an employee has completed one full year of service, his/her vacation pay shall be computed at an hourly rate equal to the weighted average of the regular hourly rates he/she has been paid in accordance with **Schedule C**, but excluding overtime, during the last three consecutive pay periods ending not less than one week prior to the commencement of his/her vacation.

- (b) In the event of a general wage change, or change in rate of a particular classification, the new rates and their effective dates will be taken into account in this computation. The vacation pay rate shall be computed to the nearest whole cent.
- (c) In the case of regular shiftworkers, vacation pay shall include shift bonus in accordance with forward work schedules.

7.04 Vacation Pay on Termination

When the services of an employee are terminated, he/she shall receive vacation pay for vacation earned but not taken, computed on the basis of a percentage of his/her basic earnings (including shift bonus where applicable) for the period during which such vacation was earned. Such percentage shall be in accordance with the following schedule:

Less than one year of service: as required by B.C. Employment Standards Act

One to nine full years of service: 6%

Ten to seventeen full years of service: 8%

Eighteen to twenty-four full years of service: 10%

More than twenty-five full years of service: 12%

7.05 Schedule of Vacations

The time for vacations shall be designated by the Company, but in the assignment of vacation time the Company will, as far as possible, consider requests of, and give preference to, senior employees.

7.06 Holiday During Vacation

If, during an employee's vacation period, one of the Holidays listed in **Section 8.06** falls upon what would have normally been a scheduled working day, this Holiday is not to be counted as part of the vacation. In the case of shiftworkers, however, an extra day's pay may be granted in lieu of an extra day's vacation at the Company's discretion.

ARTICLE 8 HOLIDAYS

8.01 General

"Holiday Pay" for the Holidays specified in **Section 8.06**, and "pay for work performed" upon those days will be treated as two separate matters.

8.02 Holiday Pay

Except as qualified in **Sections 8.03, 8.05** and **12.05** of this Agreement, an employee will receive eight (8) hours' pay as "Holiday Pay" for any of the specified Holidays. This will be computed at the rate at which he/she would have worked had the day not been a Holiday.

8.03 Entitlement

Any employee shall be entitled to "Holiday Pay" only:

- (a) if he/she has completed thirty (30) continuous calendar days' service with the Company, and
- (b) if he/she works his/her last scheduled day before the Holiday and his/her first scheduled day after the Holiday, or if he/she works either his/her last scheduled day before the Holiday or his/her first scheduled day after the Holiday and has an excused absence for the other day mentioned.

8.04 Pay for Work on a Holiday

For all work performed on any of the specified Holidays, the rate shall be at two (2) times normal rate. This payment is in addition to "Holiday Pay" as defined in **Section 8.02**.

8.05 Shiftworkers

Subject to **Sections 8.03** and **12.05**, a shiftworker (or a dayworker whose regularly scheduled days off fall on days other than Saturday and Sunday) shall be paid Holiday Pay for no less a number of the specified Holidays (**Section 8.06**) than a dayworker.

8.06 Company Recognized Holidays

The Holidays specified are:

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

8.07 Floaters

The Company currently recognizes two floating holidays, per **Section 8.06**, as the eleventh and twelfth holiday each year. In the event that the provincial and/or federal governments introduce a new statutory holiday, then the twelfth (12) or second floating holiday will be fixed on the date either government establishes for such new statutory holiday. Floaters must be taken within the calendar year and cannot be deferred from one calendar year to another. Floating holidays, per **Section 8.06**, will be administered as follows:

(a) **Dayworkers**

In each calendar year, subject to the agreement of Plant supervision each employee will designate two (2) of his scheduled work days, to be taken off, with holiday pay, as personal "floaters". The dates must be mutually agreed in advance between the supervisor and the employee.

(b) **Shiftworkers**

In each calendar year, each shiftworker may designate, as his/her "personal floaters" either one or two of his/her scheduled days off (on which he/she will receive holiday pay) and/or one or two of his/her scheduled work days (to be taken off with holiday pay). The dates must be mutually agreed in advance between the supervisor and the employee.

ARTICLE 9 DEFINITION OF SHIFTWORKERS AND DAYWORKERS

9.01 Definition

All work performed by employees covered hereby shall be done by employees termed "Shiftworkers" or by employees termed "Dayworkers". The term "Shiftworker", as used herein, shall mean all employees who are employed in the performance of shift work as defined in Section 9.02. All other employees covered hereby shall be designated as "Dayworkers".

9.02 Shiftwork

Shift work shall include only work which in nature or in routine performance is continuous to a degree requiring fixed schedules of relief on the same equipment or in the same operation or activity. The Company shall be free to establish a permanent shift basis for the performance of any work at any time where it considers the volume or character of work requires it. The work shall be deemed to be on a permanent shift basis if it continues for not less than fourteen (14) consecutive days.

ARTICLE 10 RATES OF PAY AND JOB CLASSIFICATIONS

10.01 Rates of Pay

The Company shall pay wage rates as set forth in **Schedule B**, unless altered by mutual agreement. In all sections of this Agreement, where the term "regular hourly rate" is used, this shall mean the hourly rate set forth in **Schedule B**.

10.02 New Job Classifications

If any new job classification is established during the life of this Agreement, which is not covered by the schedule of pay now in effect, the rate for this new job classification will be negotiated between the Company and the Union. The Company may put into effect a temporary rate pending negotiations on the rate to be established, but once the rate has been established, it will be made retroactive to the time when the new job classification was instituted.

10.03 Railcar Offloader and Railcar Offloader / Dockman Classifications

Effective September 7, 2007 the following day worker classifications have been added to Schedule B. The title and general descriptions for these roles are:

- Rail Offloader – primary responsibilities will be to assist with rail car offloading/loading and the operation of the wastewater treatment plant.
- Railcar Offloader / Dockman – primary responsibilities will be those described for the Railcar Offloader and the full operation of loading/unloading marine barges/vessels.

The Company has reserved the specific duties assigned to these roles. The rates of pay were based on these responsibilities.

ARTICLE 11 HOURS OF WORK

11.01 Payroll Week

For payroll purposes only, a week is defined as:

(a) **For Dayworkers**

Commencing at 12:01 A.M. on Sunday and ending at midnight on the Saturday following. A day shall consist of twenty-four hours commencing at 12:01 A.M.

(b) **For Shiftworkers**

Commencing at 6:31 A.M. on Wednesday and ending at 6:30 A.M. on the Wednesday immediately following. A day shall consist of twenty-four hours commencing at 6:31 A.M.

11.02 Day Worker Schedule

Effective January 1, 2005, a Day Worker schedule will be a four (4) day workweek (Monday to Thursday or Tuesday to Friday), beginning at 6:30AM, 9.5 hours per day.

Effective Jan 1, 2007 the average hours of work for the day worker will move from 37.8 to 39 by extending the workday.

Effective Jan 1, 2010 the average hours of work for the day worker will move from 39 to 40 by extending the workday.

Railcar Offloader and Railcar Offloader/Dockman schedules will be five (5) day work week beginning at 6:30 AM, 8 hours per day.

11.03 Shiftworker Schedule

The shift schedule will be a eight week cycle.

The average work-week consists of 37.8 hours.

Effective Jan 1, 2007 the shift schedule will move from an average of 37.8 hours per week to 39 through a reduction of earned days off.

Effective Jan 1, 2010 the shift schedule will move from an average of 39 hours per week to 40 through a reduction of earned days off.

The regular schedule for twelve-hour Shiftworkers is shown in **Schedule A**. A note on the administration of "accumulated time" can be found under **Section 11.06**.

A regular work-day for Shiftworkers will consist of twelve consecutive hours worked at the place of work starting at 6:30 A.M. or 6:30 P.M.

11.04 Odd Schedules

In order to provide for regular relief schedules and changes in the nature or volume of work, it is and/or may be necessary for certain employees to work odd schedules which do not conform with the schedules under other sections of this Article. Such odd schedules are, and/or shall be deemed to be, the regular schedules for such employees and shall consist of the same amount of daily hours as those normally worked in that department and shall average the hours of work

normally worked in that department. The Company undertakes to hold such odd schedules to the minimum consistent with the operating requirements of the Terminal.

When scheduling hours of work for the purpose of training program development, manuals or off-shift training; daily hours and schedules of regular hours will not be restricted to other established schedules contained in other sections of this article. The daily hours will be mutually agreed on between supervision and the employee(s) prior to working the schedule and hours eligible for overtime clearly identified. This agreed on schedule will meet the employee's regularly scheduled average (weekly) hours of work over a normal cycle.

11.05 Mutuels

Mutually satisfactory arrangements at no cost to the company for relieving each other in order to secure time off for personal reasons may be made between personnel, subject to approval of the Supervisor concerned. In no event, where such "mutual" arrangements have been made, will overtime be paid the person carrying out the duties involved, nor will the person relieved receive pay for the time he/she is off duty. The person working the shift will receive their regular rate of pay.

11.06 Administration of "Accumulated Time" for Shiftworkers

- (a) In order to achieve an average 37.8 hour work week, when 42 hours on average are being worked, each shiftworker is accumulating 4.2 hrs/per week, as "accumulated time" off. A total of 84 hours of Accumulated Time-Off (ATO) is to be taken by the employee each 20 work week cycle.

Effective Jan 1, 2007 the shift schedule will move from an average of 37.8 hours per week to 39 through a reduction of earned days off.

In order to achieve an average 39-hour workweek, when 42 hours on average are being worked, each shiftworker is accumulating 3-hrs/per week, as "accumulated time" off. A total of 24 hours of Accumulated Time-Off (ATO) is to be taken by the employee each 8 work week cycle.

For those employees hired after Dec. 7th, 2004, in order to achieve an average 40 hour work week, when 42 hours on average are being worked, each shiftworker is accumulating 2 hrs/per week, as "accumulated time" off. A total of 24 hours of Accumulated Time-Off (ATO) is to be taken by the employee each 12 work week cycle.

- (b) ATO cannot be banked or unscheduled.
- (c) No more than one employee may be off on ATO within the same 24 hour work day.
- (d) ATO will be scheduled at the time of vacation scheduling up to one (1) year in advance. Scheduling priority and order will be (1) ATO, (2) vacation, (3) other time off.

11.07 Work Week Requirement

All employees hired after Dec. 7, 2004 at Shellburn Terminal, will be required to work an average work week of 40 hours

ARTICLE 12 OVERTIME

12.01 General

- (a) With respect to overtime, the Union recognizes the Company's need to have sufficient qualified personnel available for overtime in emergency situations. The Company recognizes the individual employee's right to refuse for good and valid reason - subject to sufficient qualified employees being available.
- (b) The Company reserves the right to determine when an emergency exists with regard to an accident, a case of urgent work to be done to machinery or plant, or a case of *force majeure*, but only so far as may be necessary to avoid serious interference with the ordinary working of the Terminal.

12.02 Overtime Units

Overtime shall be computed in units of not less than fifteen (15) minutes.

12.03 Daily Overtime

All hours worked by an employee in excess of his/her regularly scheduled hours shall be paid for at two (2) times his/her regular hourly rate.

12.04 Lunch Period

Work performed by a dayworker during the regular lunch period will be paid for at two (2) times his/her regular hourly rate, and a half-hour lunch period, without pay, will be granted later in the day if operations permit.

12.05 Temporary Employees

When an employee is hired for casual or temporary work for a period not expected to exceed five (5) days, such employee will be paid at the straight time entry rate (per **Schedule B**) for the regularly scheduled hours worked, and at two (2) times the applicable hourly rate for all hours worked in excess of those hours in any one day. The employee will be so advised at time of hiring.

12.06 Work on a Scheduled Day Off

An employee required to work on any normal day off shall receive pay for all hours worked at two (2) times the hourly rate, with a minimum pay equivalent to four (4) hours straight time.

12.07 Change of Scheduled Hours

- (a) On the first day that an employee is required by the Company to work on a different schedule, he/she shall be paid two (2) times his/her regular hourly rate for all hours worked on such first day that are outside those he/she would have worked had his/her schedule not been changed.
- (b) The provision does not apply:
 - (i) Where the employee returns, within a period of six weeks, to the schedule he/she worked immediately preceding that from which he/she is now being changed.

Thereafter, he/she will be again eligible for premium payment under the terms of this section of the Agreement.

- (ii) To the employee who requests a change of schedule.
- (iii) To temporary employees moving to regular employment

12.08 Change of Days Off

- (a) If an employee is required by the Company to work on a different schedule and his/her days off are changed, so that a Dayworker is required to work a tenth day in a two-week cycle, or a Shiftworker is required to work a consecutive shift in excess of four, he/she will be paid two (2) times his/her regular hourly rate for all hours so worked on the tenth day or fifth shift.
- (b) In determining the tenth day, days which have been worked and compensated for in accordance with this section, or with **Sections 12.06** or **12.09**, shall be deemed to have been days off.

12.09 Make-up Time

An employee who loses time due to a change of scheduled days off will be given the opportunity of making up the lost time by working on his/her days off at straight time rates. An employee will be expected to avail himself/herself of this opportunity by the end of the third pay-period immediately following that in which the lost time occurs. This provision does not apply to an employee who loses time for not working a sixth day in a workweek due to a change of schedule.

12.10 Special Calls

In the event that an employee is called for duty outside his/her regular working hours, he/she shall receive pay for the actual time worked at the employee's regular rate of pay, with a minimum equivalent to four (4) hours straight time pay. This minimum pay provision shall not apply when such work continues on into the employee's regular working hours. In the event no work shall be required of an employee so called out, he/she shall receive pay for four (4) hours' straight time computed at his/her regular hourly rate.

12.11 Reporting After Extended Overtime

An employee who is required to work more than sixteen (16) consecutive hours shall be entitled to ten (10) consecutive hours off the job before reporting for work again, without loss of pay.

12.12 Reporting After Special Calls

Where an employee, scheduled to work days, performs work between the hours of 12 midnight and 5:00AM as the result of a "call out", he/she shall be entitled to ten (10) consecutive hours off the job before reporting to work again, without loss of pay with the balance to be made up, at the employee's discretion, at the end of the next scheduled work day at regular pay rates.

ARTICLE 13 SHIFT BONUS

13.01 Twelve Hour Shiftworkers

Employees whose regularly scheduled hours begin before 6:30 A.M. or end after 6:30 P.M. will be paid a Shift Bonus, as per **Schedule B**.

Payment for any overtime worked by such employees shall include the applicable Shift Bonus. In these cases, the Shift Bonus shall always be reckoned at the straight rate, (i.e. it will not be compounded at two (2) times rate).

Where a Shiftworker, whose regular hours end at 6:30 A.M. is required to work overtime beyond this hour, no Shift Bonus shall be included for the hours worked beyond 6:30 A.M. However, where a shiftworker whose regular hours end at 6:30 P.M. is required to work overtime beyond this hour, the appropriate Shift Bonus shall be included in the payment for hours worked beyond 6:30 P.M.

13.02 Dayworkers

Employees whose regularly scheduled hours begin and end between the hours of 6:30 A.M. and 6:30 P.M. shall not be paid any Shift Bonus, either for regular or overtime work. However, if a day worker is assigned shift work temporarily, he/she shall receive the shift bonus.

13.03 Shift Bonus in Relation to Benefits

Shift Bonus shall be considered in computations for the following benefits - Vacations, Shell Income Continuance (SIC), Long Term Disability (LTD) (Premiums and Claims) and Pensions.

ARTICLE 14 DIRTY WORK

14.01 Protective Clothing

An employee shall be provided with protective clothing, including boots, if he/she is engaged in work which required the employee to enter any of the following pieces of terminal equipment, for the purposes of cleaning or doing repair work therein, where the condition of such equipment is abnormally dirty by petroleum terminal standards; all terminal oil or chemical tanks, railway tank cars, terminal oil sumps, closed vessels of process plants, all steam boilers and process plant furnaces.

14.02 Shower Time

In addition, if the employee's condition warrants it, he/she shall be given reasonable amount of time to take a shower with no loss in pay or benefits.

14.03 No Premium

As and when an employee, in the course of work which does not require him/her to enter a tank or closed vessel, is exposed to contact with acids, caustics, paint or black oil, the Company will furnish protective clothing adequate for the purpose, but no premium over his/her regular rate shall be paid on account of this work.

ARTICLE 15 SAFETY

15.01 Safety Footwear

The Company will supply each employee who has completed the required probationary period of employment with one pair of safety shoes (or boots) in each subsequent year of employment. Normally the quality of safety shoes (or boots) provided are not expected to wear out in less than one year. However the Company will replace safety shoes (or boots) damaged due to circumstances during the performance of their regular job function and provided adequate precaution was taken to avoid such damage.

15.02 Worker Health and Safety Representative

- (a) A worker representative and an alternate will be selected from workers at the workplace by the membership. Specifically, the role of the Safety Representative will be as follows:
- (i) to assist Management in making the Terminal a safe place to work and to recommend to Management actions, policies and programmes which will assist in improving the effectiveness of the accident prevention programme.
 - (ii) through effective communication:
 - to promote to all employees the awareness of
 - safe work practices
 - the safety programme (including HSSD Standards) and
 - to enlist the co-operation of all groups in the Terminal towards the goal of prevention of accidents.
 - (iii) to assist in the prompt and effective investigation of major accidents.
 - (iv) through regular safety inspections to uncover and investigate unsafe conditions and practices and to recommend suitable remedies. This should not detract from the normal line of communication between the employees and their Supervisors in identifying unsafe situations and taking remedial steps.
- (b) In turn the Terminal employees have the right to expect Management to:
- (i) have genuine concern for safety of all employees all the time.
 - (ii) actively promote safety programmes, adopt effective safe-work methods and consistently administer safe-work practices.
 - (iii) respond to their recommendations in a prompt and constructive manner.
- (c) When a shop inspection is made by an inspector authorized by the Workers' Compensation Board, a representative of the hourly personnel will be specifically requested to accompany the inspector on the tour. The resultant report shall be made available to the Union Office and copies shall be posted on all notice boards.

ARTICLE 16 COMPLAINTS AND GRIEVANCES

16.01 General

The Company, or any individual employee, or any group of employees bound by this Collective Agreement, shall have the right to present a complaint or a grievance relating to the dismissal or discipline of an employee bound by this Agreement, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether the matter is arbitrable. The parties agree that, without striking or locking out, they will follow the procedures set forth under this Article.

16.02 Grievance Committee

A Grievance Committee shall be selected to act on behalf of all of the employees covered hereby. The Committee shall consist of the Grievor and two members, to be selected by the Union from among the employees to whom this Agreement applies who are actively employed.

16.03 Retroactivity

It is agreed no retroactive adjustment shall be made on any Grievance unless the Grievance has been presented to the Terminal Superintendent as outlined below within forty calendar days after the occurrence of the matter complained of; nor shall a Grievance arising from the discharge of an employee be given consideration unless it is presented in writing by the employee through his/her Steward to the Terminal Superintendent within seven calendar days after the discharge.

16.04 Grievance Procedure

Where reference is made in the following procedure to employee in the singular, it shall also be read as employees in the plural if more than one has a similar complaint. Both parties recognize that grievances should be resolved as quickly as possible, and therefore the time limits noted below should be considered as maximum times within which to respond.

(a) Employee Grievances

If any employee shall have a complaint, he/she shall first discuss it with his/her Supervisor, accompanied, if he/she so wishes, by his/her Steward.

Step I

If the complaint is not adjusted to the satisfaction of the employee and the employee identifies it as a Grievance by submitting the matter in writing to their Supervisor, then the Supervisor has seven calendar days, after the discussion, to reply to the employee with written reasons.

Step II

In the event that the decision from the Supervisor does not afford satisfaction, the Union shall have the right, within fourteen calendar days after the decision has been given, to request the joint consideration of the Grievance by the Supervisor and the Area Manager - Distribution West together with such other Company representative present as he/she deems necessary, and the Grievance Committee, who at this stage may call in the Union's staff Representative if they so desire. The parties shall confer within twenty-one (21) calendar days after the Company's receipt of this request, for the purpose of discussing the Grievance and attempting to arrive at a fair and just decision thereof. If they cannot mutually agree on settlement of the Grievance, an Arbitration Board shall be appointed.

(b) Company Grievances

If the Company shall have a Grievance, it will discuss it with the Chief Steward, who shall have seven calendar days to give a written decision. The Company shall have the right, within fourteen days after the Chief Steward's decision has been given to request the joint consideration of the Grievance by Local #114 of the Union, and at this stage the Local may call in their National Representative if they so desire. The parties shall confer within fourteen calendar days of the Company's request for such a meeting. The Local

will give its written decision on the matter within fourteen calendar days after their meeting.

16.05 Arbitration Procedure

- (a) After exhausting the Grievance Procedure established by this Agreement, the party submitting the Grievance may apply for Arbitration, providing such an application is made within twenty-one calendar days following receipt of the final decision of the other party.
- (b) The Arbitration shall be conducted by a Committee of three; one to be selected by the Company, one by the Union and a third mutually acceptable person to be chosen, within seven calendar days, by the two thus selected. Where mutually agreed between the Company and the Union, a single Arbitrator may be utilized instead of a three person Committee. The Union and the Company must mutually agree on the selection of the single Arbitrator. In the event that the parties are unable to agree on the selection of the single Arbitrator, an Arbitration Committee of three will conduct the arbitration.
- (c) In the event the Union and the Company are unable to agree upon a third member for the Committee, or in the event a mutually acceptable person will not serve on the Committee, the Collective Agreement Arbitration Bureau shall be requested to appoint an impartial individual to act as the third member of the Committee.
- (d) The decision of this Committee shall be rendered within seven calendar days following completion of the hearings, and the decision of any two members of the Committee shall be final and binding upon both the Company and the Union, and both the Company and the Union agree to abide thereby.
- (e) Each side shall pay the respective expense of its own nominee to the Committee. The expense of the third member referred to above shall be paid equally by the Company and the Union.
- (f) The Board of Arbitration shall not have any power to alter any of the terms of this Agreement, nor to substitute new provisions for existing provisions, nor to give any decision inconsistent with the terms of this Agreement.

16.06 Time Limits

Time limits as stated herein may be extended by mutual agreement of the parties. In the event the grievance has not been processed to the Arbitration Board in accordance with the time limits set forth in this Article, it shall be deemed to have been abandoned.

ARTICLE 17 LEAVES OF ABSENCE

17.01 Bereavement

Local Management shall grant up to three days' leave with pay to employees who suffer a bereavement in their immediate family (Father, Mother, Brother, Sister, Spouse, Parent-in-law, Grandparent, Son or Daughter of the employee and his or her Spouse) upon presentation of the circumstances, it being at the Company's discretion whether leave is to be granted in any particular case, and the length of such leave.

17.02 Union Business

Upon written application of the Union, leave of absence without pay in order to engage in the business of the Union will be granted, provided that:

- (a) Leave under this provision shall not exceed two employees at any one time (maximum of one from any one department), nor shall it total more than two weeks per employee at any one time.
- (b) Wherever possible, notification is given one week prior to the pay period in which the absence is to be scheduled.
- (c) Such leaves can be granted without additional cost or penalty to the Company.
- (d) There are sufficient employees remaining to perform the work required.

ARTICLE 18 UNION RECOGNITION, UNION RIGHTS AND UNION ACTIVITY

18.01 Recognition

The Company recognizes the Union as the sole and exclusive bargaining agent for its hourly-rated employees at Shellburn Terminal with respect to rates of pay, hours of work or other conditions of employment.

18.02 Introduction to Stewards

Each new employee will be given a copy of the Collective Agreement during his/her introduction to Shellburn and will meet his/her Shop Steward as early as possible.

18.03 Stewards

The Company shall recognize two Stewards, all of whom shall be employees of the Company. These Stewards shall be elected from the employees covered by this Agreement. The allocation of these Stewards shall be arranged by mutual agreement between the Company and the Union.

18.04 Bulletin Boards

The Company will provide two bulletin boards to be provided where they may be seen by employees. These boards may be used exclusively by the Union.

18.05 Notices

The Chief Steward or designate will initial each notice placed upon the bulletin boards. Such notices will not be defamatory to Shell personnel.

18.06 Material To Be Given To the Union

The Company will supply the Union with copies of material being distributed to employees and pertaining to conditions of employment and benefit plans. Additionally, the Company will give the Union copies of:

- a) Job Postings

- b) Job Awards
- c) New Hires
- d) Retirements
- e) Advice of Employee's Death
- f) Seniority Lists
- g) Union Dues Reports
- h) Overtime Distribution Lists

If an employee requests, the Company will also supply the Union with copies of "Reports of Discussion".

18.07 Personnel File Access

Each employee is entitled to access copies of his/her own personnel file kept in the Document Management Services (DMS) Department in Calgary. In order to view this information, the employee must make the request to the superintendent who will contact the person in charge of employee records. The copies will be mailed to the employee. An employee may make copies of any material contained in his/her file and make a request to the superintendent to have factual errors be rectified.

18.08 Ballot Box

To facilitate the annual election of officers, a ballot box for the deposit of members' ballots may be placed by the Union at the main gate of the Terminal as and for such time as necessary for such purpose; provided that this ballot box shall be at all times under the absolute supervision, direction and control of a member of the Union who is not during this supervision, direction and control, engaged in the performance of any duty or duties for or on behalf of the Company, and provided also that it is understood that the Company assumes in no manner whatsoever any responsibility for the conduct, control, or supervision of the balloting of the said ballot box.

18.09 Union Business

During regular working hours, Local Stewards, and the Chair of the Union Safety Committee will be allowed one hour per week from their regular jobs, at straight time payment, to attend to Union Business directly concerned with the administration and interpretation of this Agreement. Before leaving his/her regular job, Local Stewards, or the Chair of the Union Safety Committee must obtain permission from his/her Supervisor, who will record on a special time card the time spent on Union Business. The Local Stewards or the Chair of the Union Safety Committee will also report to his/her Supervisor when he/she returns to his/her regular duties.

ARTICLE 19 GENERAL PROVISIONS

19.01 Training or Company Business Outside the Terminal

(a) **Remuneration:**

In general, the intent of this article is to ensure that employees will receive their same basic regular wages (inclusive of shift bonus but exclusive of premiums related to

change of schedule), as if they had been working in their regular positions at Shellburn Terminal.

(i) **Company Business:**

While on the job, employees will be paid eight hours per day at straight time rates. Overtime at two (2) times the regular rate will be paid for all hours worked in excess of eight hours per day and in the event of employees working the sixth and/or seventh day of the new schedule. All accumulated days falling due during this period will be rescheduled at a later date as mutually agreed between the employee and his Supervisor.

(ii) **Training:**

While attending training courses, employees will be kept whole with their wages based on their normal working schedule.

(b) **Reimbursement Of Personal Expenses:**

Employees will be reimbursed for actual approved out-of-pocket expenses. On their return, employees will submit to their Supervisor for approval an expense account outlining their expenses. In particular, these expense items include:

- (i) Transportation*
- (ii) Meals
- (iii) Hotel
- (iv) Laundry and Valet Services
- (v) Gratuities - tips, portorage

- NOTE: Air travel will be via economy class flights.

19.02 Harassment & Discrimination

The Company and the Union recognize the inherent dignity, worth and equality of every employee and member of the Union and are committed to providing a workplace free from unlawful discrimination and harassment.

The Company has promulgated a comprehensive Harassment and Discrimination Policy, effective January 1994. The Union endorses this policy.

The Company and the Union agree to continue to ensure all employees are aware of the Harassment Policy as it is presently constituted. The Company agrees to notify the Union of any changes to the Policy during the life of the Collective Agreement.

The Union agrees to make available CAW Harassment & Discrimination educational literature and videos for the use of the employees.

ARTICLE 20 COMPLIANCE WITH LAW

20.01

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

ARTICLE 21 VALIDITY

21.01

If any Court shall hold any part of this Agreement invalid, that decision shall not invalidate any other part of this Agreement.

ARTICLE 22 NOTICES

22.01

Any notices provided herein may be given by depositing the same in the Canadian Mail in a sealed envelope registered, postage paid and addressed to:

Chief Shop Steward, Shellburn Unit
Canadian Auto Workers Union
Local #114
Suite 959, 104-1015 Columbia Street
New Westminster, British Columbia
V3M 6I3

Note: *Second Copy placed in plant mail to the Chief Shop Steward*

or to:

Shell Canada Limited
Shellburn Terminal
201 Kensington Avenue
Burnaby, British Columbia
V5B 4B2

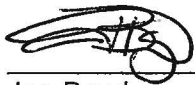
ARTICLE 23 PRIOR AND COLLATERAL AGREEMENT

23.01


This Agreement, as amended and including the Letters of Understanding not published in this Agreement, constitutes the entire Agreement between the Union and the Company relating to the employees to whom this Agreement applies, and no other stipulation or understanding shall limit or qualify its terms.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this ___ day of _____, 2010.

FOR SHELL CANADA LIMITED



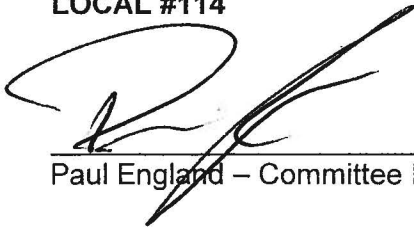
Jan Boyd
Superintendent, Shellburn Terminal



Frank Skinner
Distribution Supervisor

Victoria Ruffo
Human Resources Account Manager

**FOR THE CANADIAN AUTO WORKERS UNION
LOCAL #114**



Paul England – Committee Person



Bruce Hudson – Committee Person

Trevor Berg – Committee Person



Pete Smith – CAW National Representative

SCHEDULE A: REGULAR SCHEDULE FOR SHIFTWORKERS

	WEEK 1							WEEK 2							WEEK 3							
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
Shift A	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X
Shift B	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X
Shift C	X	X	D	D	N	N	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	
Shift D	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D

	WEEK 4							WEEK 5							WEEK 6						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Shift A	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D
Shift B	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N
Shift C	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X
Shift D	D	N	N	X	X	X	X	D	D	N	N	X	X	X	X	D	D	N	N	X	X

	WEEK 7							WEEK 8						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Shift A	N	N	X	X	X	X	D	D	N	N	X	X	X	X
Shift B	X	X	X	X	D	D	N	N	X	X	X	X	D	D
Shift C	D	D	N	N	X	X	X	X	D	D	N	N	X	X
Shift D	X	X	D	D	N	N	X	X	X	X	D	D	N	N

D = Days

N = Nights

SCHEDULE B: WAGE SCHEDULE

Current regular employees will be eligible for the following wage adjustments:

2.5% increase to rates of pay effective February 1, 2010

3% increase to rates of pay effective February 1, 2011

3.25% increase to rates of pay effective February 1, 2012

Terminal Operator	Hourly rate as of Feb 1, 2010	Hourly rate as of Feb 1, 2011	Hourly rate as of Feb 1, 2012
Start Rate	\$29.28	\$30.16	\$31.14
After 6 Months	\$31.33	\$32.27	\$33.32
After 12 Months	\$33.37	\$34.38	\$35.49
After 18 Months	\$35.43	\$36.50	\$37.68
After 30 Months	\$38.16	\$39.31	\$40.58
Shift Bonus	\$2.29	\$2.36	\$2.43

Effective Dec 7th, 2004, all **new** employees hired at Shellburn will adopt the following schedule of wages:

Terminal Operator	Hourly Rates Feb. 1, 2010	Hourly Rates Feb. 1, 2011	Hourly Rates Feb. 1, 2012
Start Rate	\$29.83	\$30.72	\$31.72
After 6 Months	\$31.25	\$32.19	\$33.24
After 12 Months	\$32.75	\$33.73	\$34.83
After 18 Months	\$34.25	\$35.27	\$36.42
After 30 Months	\$35.58	\$36.65	\$37.84
Shift Bonus	\$2.13	\$2.20	\$2.27

Rail Car Offloader	Hourly Rates Feb. 1, 2010	Hourly Rates Feb. 1, 2011	Hourly Rates Feb. 1, 2012
Start Rate	\$25.86	\$26.64	\$27.50
After 6 Months	\$27.03	\$27.84	\$28.74
After 12 Months	\$28.21	\$29.05	\$30.00

Rail Car Offloader / Dockman	Hourly Rates Feb. 1, 2010	Hourly Rates Feb. 1, 2011	Hourly Rates Feb. 1, 2012
Start Rate	\$29.83	\$30.72	\$31.72
After 6 Months	\$31.25	\$32.19	\$33.24
After 12 Months	\$32.75	\$33.73	\$34.83
After 18 Months	\$34.25	\$35.27	\$36.42

This Letter of Understanding is herein part of the Collective Agreement for the duration of the Agreement

Letter of Understanding No.1: Meals

- (a) It is the intention of the Company to provide suitable meals when:
 - (i) an employee is called out without two (2) hours prior notice to his/her normally scheduled shift starting time.
 - (ii) an employee is called out on his/her day off and works more than two (2) hours and no provision can be made for him/her to prepare his/her own meal (i.e. without two (2) hours prior notice) shall receive a meal after two (2) hours worked and an additional meal every four (4) hours thereafter.
 - (iii) an employee is requested to work overtime for a continuous period beyond his/her normal quitting time shall receive a meal after two (2) hours of overtime and an additional meal every four (4) hours thereafter

- (b) An employee may claim a meal allowance (\$15.00) in lieu of the provisions above.

This Letter of Understanding was originally included in the Collective Agreement on:
February 27, 1985

This Letter of Understanding is herein part of the Collective Agreement for the duration of the Agreement

Letter of Understanding No.2: Contracting Out

- (a) Subject to the provisions of the Collective Agreement the Union recognizes the right of the Company to manage its operations efficiently and perform work in a cost competitive manner.
- (b) In consideration of the above, the Company use of contractors, for work normally done by bargaining unit employees, will not directly result in the lay off of any regular employee on the bargaining unit.
- (c) The Letter of Understanding will automatically renew unless representatives of either party serve written notice to terminate this Letter. Such notice must be given at least sixty (60) but not greater than ninety (90) days prior to the expiry date of this collective agreement or subsequent collective agreements.

This Letter of Understanding is herein part of the Collective Agreement for the duration of the Agreement

Letter of Understanding No.3: Scheduling Shiftworkers Unpaid Time

Shift employees may schedule up to four (4) shifts each year to be taken as unpaid time off.

PROCEDURE

- (a) Requests for this time off must be submitted through the Supervisors no later than January 15th of the current year.
- (b) At the beginning of each year employees, by order of seniority, will elect their normal vacation entitlement.
- (c) Once the vacation schedule has been finalized and approved by management the vacation schedule will be recirculated for employees to schedule up to three unpaid shifts, again by seniority.
- (d) As in vacation scheduling, appropriate manpower coverage must be maintained when scheduling these days off.
- (e) Once the scheduling is approved the company will honour the schedule for unpaid time as we have done in the past, with vacation.
- (f) The scheduling of this unpaid time is subject to management approval.
- (g) The Company reserves the right to review, alter or discontinue this scheduling procedure, in consultation with the Union, if the scheduling of and coverage required under this procedure negatively impacts the efficient operation of the Terminal.

This Letter of Understanding was originally included in the Collective Agreement on:
February 1, 1990

Updated: September 2010

This Letter of Understanding is herein part of the Collective Agreement for the duration of the Agreement

Letter of Understanding No.4: CAW Leadership Training Fund

The Company agrees to pay into a special fund three cents (3 cents) per hour per employee for all *regular* hours for the purpose of providing paid education leave. Payments should be made on a quarterly basis into a trust fund established by the National Union, CAW, effective May 1, 1993. Cheques will be made payable to:

CAW Leadership Training Fund
CAW – Canada
205 Placer Court
Willowdale, Ontario M2H 3H9

Leaves of Absence without Pay will be provided to employees participating in these programs under the terms of Article 17.02, Union Business. Leaves for any one employee will be restricted to twenty days maximum per calendar year for situations covered by the understanding.

The continuation of this Letter of Understanding will be reviewed at the end of this renewal period.

This Letter of Understanding was originally included in the Collective Agreement on:
June 18, 1993

Letter of Understanding No.5: Temporary Employment

Temporary employees may be used to provide increased skilled and unskilled labour during shutdown periods or to perform other work not normally carried out by bargaining unit employees.

- (a) **Sections 6.03, 6.04, 6.07 and 6.09** of the Collective Agreement shall not apply to temporary employees.
- (b) All conditions of employment, including the above exclusions, will be clearly spelled out to each temporary employee and/or summer student on his offer of employment letter.
- (c) A temporary employee and shall be paid the entry rate as per Schedule B.
- (d) Temporary employees shall not be hired for a period longer than one hundred and eighty (180) calendar days in any twelve (12) calendar month period unless mutually agreed with the Union
- (e) Temporary employment shall be reviewed six (6) months from the signing of this agreement. Any difficulties with temporary employment will be discussed by the Parties in an effort to resolve the difficulties. The Union shall have the right to cancel this agreement by providing 60 calendar days notice at any time during the life of this agreement.

In addition to the above the parties contemplate an expanded use of temporary employees for relief coverage for bargaining unit employees absent due to: sick leave, leave of absence (i.e. parental leave) and/or special or temporary assignments. Those temporary employee situations that may exceed sixty days, but not exceed one hundred and twenty days, will be discussed and agreed on, in advance, by the parties on a case by case basis.

The parties further agree that the use of temporary employees and/or summer students will not directly result in the layoff or delay the recall of any employee in the bargaining unit.

This Letter of Understanding was originally included in the Collective Agreement on:
March 25, 1997

Updated: September 2010