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MEMORANDUM OF AGREEMENT

AGREEMENT BETWEEN

The BRITISH AMERICAN OIL COMPANY Limited,
(Hereinafter called the "Company")

OF THE FIRST PART

and

The BRITISH AMERICAN OIL MONTREAL EAST REFINERY EMPLOYEES'
COLLECTIVE BARGAINING ORGANIZATION,
(Hereinafter called the "Organization")

OF THE SECOND PART

19/4350

ARTICLE 1 -- RECOGNITION

The Company recognizes the British American Oil Montreal East Refinery Employees' Collective Bargaining Organization as the sole collective bargaining agent for all employees of the Company as defined in Article 3 and agrees that the duly elected council, of the Bargaining Organization, shall be the sole bargaining agent with respect to rates of pay, hours of work and other working conditions of the Company's employees, covered by this Agreement.

ARTICLE 2 - RESERVATION OF MANAGEMENT'S RIGHTS AND FREEDOM OF
EMPLOYEES ACTION

Nothing in this Agreement shall limit the Company in the exercise of its function of management under which it shall have, among others, the right to hire new employees and to direct the working force (including the promotion and demotion of employees) to discipline, suspend, discharge for cause, transfer or lay off employees because of lack of work, require employees to observe Company rules and regulations not inconsistent with the provisions of this Agreement, to decide the number and locations of its plants, products to be manufactured, and methods and schedules of production including the means and processes of manufacturing provided that the Company will not use its function of management for the purpose of any improper discrimination against any member of the Organization. It is agreed that these enumerations shall not be deemed to exclude other functions of management nor enumerated.

ARTICLE 3 - DEFINITIONS

1. The term "employees" as used in this Agreement includes all hourly paid employees, except foremen and employees under 16 years of age, at the Montreal East Refinery.

2. The term "council" as used herein shall mean the elected body of the Organization which is specifically authorized to negotiate, enter into and sign and administer collective bargaining agreements on behalf of the Organization.

3. The term "shift workers" shall mean those employees assigned hours of work as set forth in Article 7 Paragraph 2.

For the purpose of the observance of statutory holidays and overtime the term "shift workers" shall include employees assigned day hours and having scheduled days off other than Saturday and Sunday.

4. The term "day workers" shall refer to employees assigned to work day time hours as set forth in Article 7 Paragraph 1.

5. For the purpose of this Agreement, a "temporary employee" is one with less than three (3) months service.

ARTICLE 4 - AUTHORIZATION

This Agreement is negotiated by and signed by the President, Secretary and members of the Council of the Organization which has been duly elected and authorized to act on behalf of the Organization.

ARTICLE 5 - DURATION OF AGREEMENT

This Agreement shall remain in force until the 20th day of September 1956 and shall be renewed automatically from year to year thereafter unless notice of termination, in writing, is given by either party not less than thirty (30) days nor more than sixty (60) days prior to its expiration date.

ARTICLE 6 - WAGES

1. The Company agrees to pay and the Organization agrees to accept the wages set forth in the Wage Appendix of this Agreement.

2. It is agreed that hourly rates set forth apply to the various positions or jobs and not the individuals performing the work. The employees occupying the various positions will receive the rate of pay applicable to the position.

ARTICLE 7 - HOURS OF WORK

The regular working hours of the Company shall be an average of forty (40) hours per week and, in accordance with the following schedules:-

1. For all regular employees working days only:-
From Monday to Friday inclusive 8:00 A.M. to 12:00 noon and
12:45 P.M. to 4:45 P.M.
2. For all employees on Shift Work:-
From 7:30 A.M. to 3:30 P.M.
From 3:30 P.M. to 11:30 P.M.
From 11:30 P.M. to 7:30 A.M.
3. Employees may be assigned to work as in Paragraph 1 or on a schedule of forty (40) hours per week in any other five (5) days. Consecutive days off will be given where possible.
4. The Company agrees that employees assigned hours of work as set forth in Paragraph 2 of this Article, shall rotate days off once a year. Days off shall be advanced two days at the end of the first pay period in November of each year.

ARTICLE 8 - OVERTIME

ALL work over the regular daily schedule of hours herein set forth shall be treated as overtime and paid as follows:-

DAY WORKERS

1. The Company will pay time and one half:
 - (a) For work performed from 4:45 p.m. to 12:00 midnight.
 - (b) For work performed on a Saturday or employees' first day off if their days off are other than Saturday and Sunday.
 - (c) For work performed on a recognized statutory holiday, enumerated in Article 9, if same occurs on a regular working day or on Saturday or on employees' first day off.

The Company will pay double time:

- (d) For work performed on a Sunday or employees' second day off if their days off are other than Saturday and Sunday.
- (e) For work performed in excess of sixteen continuous hours.
- (f) When employees having worked their normal day are called in between 12:00 midnight and 8:00 a.m.
- (g) For work performed on a recognized statutory holiday, enumerated in Article 9, if same occurs on Sunday or on employees' second day off.

SHIFT WORKERS

2. The Company will pay time and one half:
 - (a) For work performed during the 8 hour period immediately following their regular shift.

ARTICLE 8 - OVERTIME - Continued

2. (b) For work performed on employees' first day off.
- (c) For work performed on a recognized statutory holiday, enumerated in Article 9, if same occurs on a regular working day or on employees' regular first day off.

The Company will pay double time:

- (d) For work performed on employees' second day off.
- (e) For work performed in excess of sixteen continuous hours.
- (f) For work performed during the second 8 hour period following the employees' regular shift.
- (g) For work performed on a recognized statutory holiday, enumerated in Article 9, if same occurs on employees' regular second day off.

3. When an employee is given a minimum of sixteen hours notice from the end of his regular shift or days work to the start of his new shift or new hours of work scheduled, straight time shall be paid for the first eight hours worked and time and one half for the second eight hour period so worked.

4. An employee who owing to a change of jobs, change of days off or holiday relief works more than ten (10) working days in a pay period will receive time and one half for the eleventh and thirteenth days and double time for the twelfth and fourteenth days worked.

5. Employees called in to perform work involving less than two hours will receive a minimum of two hours pay at the applicable overtime rate.

ARTICLE 3 - OVERTIME - Continued

6. No overtime will be paid due to rotation of days off as set forth in Article 7 Paragraph 4.
7. Regardless of the number of hours worked during any week, the Company agrees that it will not suspend or lay off any employee because of extra hours of overtime completed.
8. When an employee is required to work a double shift or long hours of overtime without advance notice the Company will supply lunches as required.
9. The refinery day will be considered as a period of twenty-four (24) hours starting at 7:30 a.m. for shift workers and at 8:00 a.m. for day workers on any calendar day.
10. Insofar as possible, employees shall not be required to work overtime.
11. Under no combination of circumstances will more than double time be paid for work performed.

ARTICLE 9 - STATUTORY HOLIDAYS

1. The following days shall be observed as holidays without deduction of pay therefore, New Year's Day, Good Friday, Victoria Day, St. Jean Baptiste, Dominion Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day.
2. Observance of the above holidays may be made on days other than the calendar date for all employees except shift workers when so proclaimed by the Dominion, Provincial or Civic authority.
3. The Company agrees that only such employees as are, in the judgment of the Management, necessary to perform the business of the Company shall be required to work Saturdays, Sundays and Holidays.
4. Payment for Recognized Holidays
Recognized statutory holiday pay and pay for work performed will be treated as two separate matters.

DAY WORKERS

Providing a recognized statutory holiday falls on his regular working day, employee will be granted holiday pay of straight time for eight (8) hours.

In addition to above - if required to work on a recognized statutory holiday, pay for work performed will be as indicated in Article 8, Paragraphs 1 (c) and 1 (g).

ARTICLE 9 - STATUTORY HOLIDAYS - Continued

SHIFT WORKERS

Providing a recognized statutory holiday falls on his regular working day, shift employee will be granted holiday pay of straight time for eight (8) hours. However, a shift worker will be paid at his normal rate for recognized holidays, except the first one, which falls on his regular days off.

In addition to above -- if required to work on a recognized statutory holiday and when same occurs on his first or second day off, pay for work performed will be as indicated in Article 3, Paragraphs 2 (c) and 2 (g).

ARTICLE 10 - VACATIONS WITH PAY

1. The Company agrees to give vacations with pay as follows:-

(a) Employees with service of less than one (1) year prior to May 1st in accordance with Ordinance No. 3 revised of the Minimum Wage Commission of the Province of Quebec.

(b) Employees with one (1) year of continuous service will be granted two (2) weeks vacation with pay.

(c) Employees will be granted three (3) weeks vacation with pay commencing in the fifteenth calendar year of continuous service with the Company.

(d) Employees will be granted four (4) weeks vacation with pay commencing in the twenty-fifth calendar year of continuous service and each year thereafter.

2. Wages for the vacation period will be payable in advance.

3. (a) Vacation wages paid to employees with service of less than one (1) year will be in accordance with the provisions of Ordinance No. 3.

(b) Vacation wages paid to employees with more than one (1) year of continuous service will be equivalent to the number of hours of vacation to which an employee is entitled at his normal hourly rate of pay. If an employee regularly works in job classifications where he is paid at two or more hourly rates, he will be paid for his vacation time, at the weighted average of the regular hourly rates for the positions in which he has worked in the preceding four weeks.

ARTICLE 11 - PROMOTIONS AND TRANSFERS

1. When making transfers or promotions, it is agreed that ability, competence and efficiency shall be the governing factors, but in a case where two or more employees are of equal skill, competence and efficiency, preference shall be given to the employee with the longest term of continuous service with the Company.
2. Employees whose positions are abolished shall be transferred to other positions and given preference over employees with less seniority provided they have the ability, competence and efficiency to perform the duties of such other position.
3. In reducing forces, seniority shall be given due consideration and, in case of two employees with equal length of service with the Company the married man will be given preference.
4. Any new positions or vacancies involving a permanent transfer or promotion will be bulletined in conspicuous places throughout the refinery for a period of at least four days before transfers or appointments are made.

ARTICLE 11 - PROMOTIONS AND TRANSFERS - continued

5. Any employee may make application to the Manager through his foreman for the said positions and due consideration will be given to all applications before appointments are made. Applications will be made in triplicate and signed by the applicant and his foreman. The original form will be forwarded to the Manager, one copy will be retained by the applicant, and one copy forwarded to the Secretary of the Organization. The name of the permanent appointee will be posted on the Bulletin Board immediately after the appointment is made. Notice of temporary transfers or appointments will not be placed on the Bulletin Board.
6. A temporary appointment to any position shall not exceed fifteen days duration without Notice of the Temporary Vacancy being bulletined. Temporary appointees will be selected as in Article 11, Paragraph 5, for temporary appointments of more than fifteen days duration.
7. In case any employee is of the opinion that the Company has erred in making transfers or promotions, the employee may bring his opinion to the attention of Management through the Organization Council.
8. Employees may be assigned to positions for training purposes for temporary periods providing no other employee suffers a reduction in rate of pay.

ARTICLE 12 - SAFETY AND HEALTH

1. The Company shall make reasonable provision for the safety and health of the employees during the hours of their employment and provide protective devices and other equipment being necessary to protect employees properly from injury.
2. The Company agrees to provide and maintain lunchroom, lockers, and reasonable washroom and sanitary facilities.
3. The Organization agrees that it will co-operate fully with the Company in the maintenance of this service.
4. The Company shall provide adequate First Aid facilities and medical supplies in easily accessible parts of the plant, and the Company shall also encourage and foster qualified First Aid instruction for the employees.

ARTICLE 13 - ADJUSTMENTS OF DISPUTES AND GRIEVANCES

1. The Company and the Organization both agree that the settlement of any dispute or grievance arising under the terms of this Agreement should, as far as possible, be adjusted between the Company's representatives and the Council and that no recourse shall be had to a Court of Law. Accordingly the parties agree, when desired, to afford to the other, the opportunity to consult on any subject covered by this agreement.

2. If an employee believes that he has been unjustly dealt with or that any of the provisions of the Agreement affecting him have not been complied with, the grievance procedure shall be as follows:
 - (a) Any grievance, whether affecting one or more employees, shall be submitted in the first instance, by the employee or employees concerned to the foreman in charge. If desired, a representative of the Council may accompany him or them.

 - (b) Failing satisfactory solution of the grievance, the employee, accompanied by a representative of the Council, shall submit the grievance to the next superior representative of the Company, and failing satisfactory solution then through the proper channels of responsibility, to the Manager of the Refinery.

 - (c) If the matter reaches the Manager, he will keep a proper record of the case submitted for his decision, including a statement of the employee and the foreman; the decision of the Manager; and whether the decision was agreed to by the employee and the foreman. The written record of these proceedings and of the decision shall be forwarded by the Manager to the Secretary of the Council.

ARTICLE 13 - ADJUSTMENTS OF DISPUTES AND GRIEVANCES - continued

2. (d) If the decision reached by the Manager is unsatisfactory to the Council, the Council may request a meeting with the representatives of the Company. It is the declared intention that grievances arising out of the terms of this Agreement shall follow the procedure herein set forth before the same shall be referred to or considered by the Council.
 - (e) No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
 - (f) If still unsatisfactory, either party may submit the grievance to the Board of Arbitration as hereinafter set up.
3. (a) The Board of Arbitration shall consist of two people - one selected by the Company and the other by the Council.
In the event the Board thus constituted cannot arrive at an understanding on the question before it, a third member shall be agreed upon by the Board. In the event of failure to agree upon the third person, a Judge of the Superior Court of the Province of Quebec shall be asked to act as, or in his discretion appoint such third person to act as Chairman of the Board.
 - (b) The Chairman shall be entitled to vote and the majority vote of the Board as thus constituted shall be final and binding on the parties hereto. The expenses of the third member of the Board in connection with such arbitration shall be paid by the party against whom the decision was made.

ARTICLE 13 - ADJUSTMENTS OF DISPUTES AND GRIEVANCES - continued

3. (c) The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter or modify or amend any portion of this Agreement.

ARTICLE 14 - STRIKES AND LOCKOUTS

The shall be no lockout by the Company, or strike, walkout, sit-down or suspension of work either complete or partial by the employees during the life of this Agreement.

ARTICLE 15 - MEETINGS

1. The Company shall provide for the Organization a suitable place for General and Council meetings on the refinery property, however, it is understood that any meetings held at the refinery during working hours will be with the approval of the Manager.

2. The Company agrees to pay the Council members at their regular hourly rates for all time spent at meetings with Management.

ARTICLE 16 - CHANGES IN OFFICERS AND MEMBERS OF COUNCIL

The Organization agrees to advise the Company of any changes in membership of the Council, or of the Officers of the Organization during the term of this Agreement.

ARTICLE 17 - REVOCABLE VOLUNTARY CHECK OFF

The Company agrees to deduct the monthly dues and initiation fees of the Organization from the wages of each member on a voluntary revocable basis. Each member who desires such a deduction shall furnish the Company with a signed authorization on the forms as attached in Appendixes I and II. Members at any time may revoke the authorization to deduct dues by giving written notice to the Company.

The amount of all such deductions will be sent monthly to the Treasurer of the Montreal East Refinery Collective Bargaining Organization. Deductions will be made from the employees' first pay in each calendar month.

APPENDIX I

THE BRITISH AMERICAN OIL MONTREAL EAST
REFINERY COLLECTIVE BARGAINING ORGANIZATION

I (name) Works No.
Je (nom) No. Matricule

Authorize THE BRITISH AMERICAN OIL COMPANY LIMITED
Autorise MONTREAL EAST REFINERY

To deduct from my pay commencing
A deduire de ma paye commençant le

Monthly dues 50 cents, until notified in writing to discontinue.
Paiements mensuels de 50 cents, jusqu'a avis contraire par écrit.

.....
Signed Signe Treasurer Tresorier

APPENDIX II

THE BRITISH AMERICAN OIL MONTREAL EAST
REFINERY COLLECTIVE BARGAINING ORGANIZATION

I (name) Works No.
Je (nom) No. Matricule

Authorize
Autorise

THE BRITISH AMERICAN OIL COMPANY LIMITED
MONTREAL EAST REFINERY

to deduct from my pay the sum of one dollar (\$1.00) as the initiation
fee for the above Organization.

a deduire de ma paye la somme de un dollar (\$1.00) comme prix
d'initiation de l'Organisation mentionnee ci-haut.

.....
Signed

Signe

.....
Treasurer

Tresorier

The BRITISH AMERICAN OIL COMPANY Limited
Montreal East Refinery

WAGE APPENDIX

<u>Classification</u>	<u>Rate</u>
<u>CATALYTIC CRACKING (#2,3,5 Units)</u>	
Operator	\$ 2.35
1st Controlman	2.22
2nd Controlman	2.14
2nd Helper	2.05
Compressor Operator	1.99
3rd Helper	1.90
<u>TOPPING & VACUUM (#4 Unit)</u>	
Operator	2.35
Operator Helper	2.22
1st Controlman	2.05
2nd Controlman	1.90
3rd Pumpman	1.81
<u>TOPPING & DECARBONIZING (#1 Unit)</u>	
Operator	2.35
Operator Helper	2.14
2nd Controlman	1.90
<u>LUBRICATING OIL</u>	
Operator	2.31
2nd Controlman	1.90
3rd Pumpman	1.81
<u>ASPHALT PLANT</u>	
Oxidizing Still Operator	2.35
Oxidizing Still 1st Helper	2.14
Oxidizing Still 2nd Helper	2.05
3rd Pumpman	1.81
Barrel House - Regular	1.66
Barrel House - Temporary	1.55
<u>BOILER HOUSE</u>	
Boiler Engineer 2nd Class i/c Shift	2.35
Fireman	2.09
Oiler	1.81
Oiler (3 months probationary)	1.66
1st HHelper (Catalytic Cracking)	2.09
<u>GENERAL</u>	
Handyman	1.66

<u>CRAFTS</u>	<u>2nd Helper</u>	<u>1st Helper</u>	<u>2nd Class Craftsman</u>	<u>1st Class Craftsman</u>
Pipfitter	\$ 1.66	\$ 1.83	\$ 1.98	\$ 2.15
Machinist	1.66	1.83	1.98	2.15
Electrician	1.66	1.83	1.98	2.15
Instrument Man	1.66	1.83	1.98	2.15
Tank Car Repairman	1.66	1.83	1.98	2.15
Welder	1.66	1.83	1.98	2.15
Carpenter	1.66	1.83	1.98	2.15
Crane Operator	-	-	-	2.15
Blacksmith	-	-	-	2.15
Mechanic	-	1.83	-	2.02
Insulator	1.66	1.83	-	1.98
Cement Finisher	1.66	1.83	-	1.98
Painter	1.66	1.83	-	1.98
Bulldozer Operator	-	-	-	1.98
Sheet Metal Worker	-	-	-	1.98
Safety Inspector	1.66	-	-	1.83

Classification

Rate

MAINTENANCE

Storekeeper
Warehouseman

\$ 1.73
1.66

YARDMEN

Utility Man
Janitor
Labor - (after 6 months service)
(up to 6 months service)

1.66
1.55
1.55
1.47

PUMPING AND LOADING STAFF

Pumpman 1st
2nd
3rd
Head Loader
Day Loader
Shift Loader
Dockman
3rd Pumpman

2.31
1.96
1.81
2.22
1.81
1.81
2.26
1.81

Classification

Rate

LABORATORY

Technician Sr. Cr.	1	\$ 2.14
	2	2.02
Jr. Cr.	1	1.90
	2	1.76
	3	1.66
Laboratory 1st		1.55
2nd		1.45
3rd		1.40
4th		1.35

WAGE APPENDIX

A shift differential will be paid all workers assigned to the following shifts. Seven (7) cents per hour will be paid for the shift 3:30 P.M. to 11:30 P.M. and fourteen (14) cents per hour for the shift 11:30 P.M. to 7:30 A.M. No overtime will be paid on the shift differential.

The shift differential will not be paid for any hours not worked.

A premium of five (5) cents per hour will be paid to employees engaged in the generation of steam who hold a Quebec Provincial license of a higher grade than required for their job. The minimum license requirements for payment of this premium on established steam generation rates will be as follows:

Oiler - 3rd Class AB license

Fireman - 2nd Class AB license

1st Helper (Catalytic Cracking) - 2nd Class AB license

Boiler Engineer 2nd Class I/C Shift - 1st Class AB license

EXECUTED AT MONTREAL EAST, QUEBEC THIS DAY OF 1955.

APPROVED AND SIGNED ON BEHALF OF THE BRITISH AMERICAN OIL MONTREAL EAST
REFINERY EMPLOYEES' COLLECTIVE BARGAINING ORGANIZATION.

President

Vice-President

Secretary

Treasurer

APPROVED AND SIGNED ON BEHALF OF THE BRITISH AMERICAN OIL COMPANY LIMITED

Refinery Manager

Assistant Refinery Manager

Personnel Supervisor

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SUPPLEMENTARY AGREEMENT

27 May, 1954

BETWEEN: THE BRITISH AMERICAN OIL COMPANY LIMITED

AND: THE BRITISH AMERICAN OIL MONTREAL EAST REFINERY EMPLOYEES
COLLECTIVE BARGAINING ORGANIZATION

It is mutually agreed that effective April 26, 1955, the existing Bargaining Agreement dated July 30, 1954, be amended as follows:

1. The Wage Schedule dated July 30, 1954, and effective September 21, 1954, is discontinued.
2. The Wage Schedule dated May 26, 1955, set out in Wage Appendix attached hereto shall be in force and effect during the balance of the life of the Agreement.
3. It is further agreed that in consideration of the Company granting an increase at this time that no wage demand by the workers directly or through their Organization will be considered by the Company when the present contract expires and in negotiation for a new contract during the year 1955.

Executed at MONTREAL EAST this 27th day of May, 1955.

FOR THE BARGAINING ORGANIZATION

Robert, J. Thompson
President

John. Lennox
Vice-President

F. Schmieth
Secretary

L. Y. Mc Allister
Treasurer

FOR THE COMPANY

J. A. M. Hardy, Refinery Manager

C. N. Coote, Assistant Refinery Manager

A. A. Hoffmann, Personnel Supervisor

THE BRITISH AMERICAN OIL COMPANY LIMITED
Montreal East Refinery

WAGE APPENDIX

<u>Classification</u>	<u>Rate</u>
<u>CATALYTIC CRACKING (2,3,5 Units)</u>	
Operator	\$2.35
1st Controlman	2.22
2nd Controlman	2.14
2nd Helper	1.99
Compressor Operator	1.99
3rd Helper	1.90
<u>TOPPING & VACUUM (4 Unit)</u>	
Operator	2.35
Operator Helper	2.22
1st Controlman	2.05
2nd Controlman	1.90
3rd Pumpman	1.81
<u>TOPPING & DECARBONIZING (1 Unit)</u>	
Operator	2.35
Operator Helper	2.14
2nd Controlman	1.90
<u>LUBRICATING OIL</u>	
Operator	2.31
2nd Controlman	1.90
3rd Pumpman	1.81
<u>ASPHALT PLANT</u>	
Oxidizing Still Operator	2.35
Oxidizing Still 1st Helper	2.14
Oxidizing Still 2nd Helper	2.05
3rd Pumpman	1.81
Barrel House - Regular	1.66
Barrel House - Temporary	1.55
<u>BOILER HOUSE</u>	
Boiler Engineer 2nd Class i/c Shift	2.35
Fireman	2.09
Oiler	1.76
Oiler (3 Months probationary)	1.66
1st Helper (Catalytic Cracking)	2.09
<u>GENERAL</u>	
Handyman	1.66

<u>CRAFTS</u>	<u>2nd Helper</u>	<u>1st Helper</u>	<u>2nd Class Craftsman</u>	<u>1st Class Craftsman</u>
Pipefitter	1.66	1.83	1.98	2.15
Machinist	1.66	1.83	1.98	2.15
Electrician	1.66	1.83	1.98	2.15
Instrument Man	1.66	1.83	1.98	2.15
Tank Car Repairman	1.66	1.83	1.98	2.15
Welder	1.66	1.83	1.98	2.15
Carpenter	1.66	1.83	1.98	2.15
Crane Operator	-	-	-	2.15
Balcksmith	-	-	-	2.15
Motor Mechanic	-	1.83	-	2.02
Insulator	1.66	1.83	-	1.98
Cement Finisher	1.66	1.83	-	1.98
Painter	1.66	1.83	-	1.98
Bullfozer Operator	2	-	-	1.98
Sheet Metal Worker	-	-	-	1.98
Safety Inspector	1.66	-	-	1.83

Classification

Rate

MAINTENANCE

Storekeeper	\$1.73
Warehouseman	1.66

YARDMEN

Utility Man	1.66
Janitor	1.55
Labor - (after 6 Months service)	1.55
(up to 6 Months Service)	1.47

PUMPING AND LOADING STAFF

Pumpman 1st	2.22
2nd	1.96
3rd	1.81
Head Loader	2.22
Day Loader	1.81
Shift Loader	1.81
Dockman	2.22
Dockman Helper 1st	1.80
2nd	1.66

Classification

Rate

LABORATORY

Technician Sr. Gr. 1	\$2.14
2	2.02
Jr. Gr. 1	1.90
2	1.76
3	1.66
Laboratory 1st	1.55
2nd	1.45
3rd	1.40
4th	1.35

MEMORANDUM OF AGREEMENT made this 1st day of September 1954.

by and between

THE BRITISH AMERICAN OIL COMPANY LIMITED herein acting with respect only to its
Outremont Plant and Montreal East Garage hereinafter referred to as the Company.

and

THE BRITISH AMERICAN OIL EMPLOYEES BARGAINING ORGANIZATION of Outremont and Mon-
treal East Garage hereinafter referred to as the Organization.

19/4038

ARTICLE I - RECOGNITION

- A. The Company recognizes The Negotiating Committee as the sole collective bargaining agency for all employees of The Company at Outremont Plant and Montreal East Garage except Office employees, Foremen, Firemen, Watchmen and Janitors and agrees that the duly elected negotiating committee, provided that the members thereof are covered by this Agreement and have at least ninety (90) days continuous service, shall be the sole bargaining committee with respect to rates of pay, hours of work, and other working conditions.
- B. Nothing in this Agreement shall limit the Company in the exercise of its function of management, under which it will have, among other things, the right to hire new employees and to direct the working force including the promotion and demotion of employees; to discipline, suspend, discharge for cause, transfer or lay off employees because of lack of work; require employees to observe Company rules and regulations not inconsistent with the provisions of this Agreement; to decide on the methods and schedules of operation, provided that the Company will not use its function of management for the purpose of any improper discrimination against any employee.
- C. It is agreed that this enumeration shall not be deemed to exclude other functions of management not enumerated.

ARTICLE 2 - FREEDOM OF EMPLOYEES ACTION

- A. Members of the committee shall be free to discharge their duties without fear that their relations with the Company may be affected in any way. Any other employee serving on a sub-committee of the committee, or appearing before the committee or one of its sub-committees, shall likewise be free to act without fear that his relations with the Company may be affected in any way.
- B. An employee shall not leave his working place to attend to committee business until he has secured the permission of his Superintendent or Branch Manager.

ARTICLE 3 - WAGES

- A. The Company agrees to pay, and the Organization agrees to accept, during the life of this Agreement, the Schedule of wages as noted in Appendix "A" attached to and forming part of this Agreement.
- B. It is understood that this shall include the right of the Company to adjust individual wage rates to conform with the rates shown in the Wage Appendix "A".
- C. An employee who, for the convenience of the Company, is temporarily transferred to a Job Classification paying a different rate shall:
- (1) Retain his normal rate should it be greater than the established rate for the job to which he was transferred:
 - (2) If transferred to a job paying a higher rate, shall receive the higher rate attaching to the job **after** a period of two weeks, and providing that the employee continues in that position, except as provided in Article 6 (e).
- D. The company will pay for work performed on a regular shift falling between the hours of 4.00 P.M. to 8 A.M. - a shift differential of 7¢ (seven cents) per hour

Tank Wagon Salesmen - 2nd shift - 7.00 P.M. to 5.30 A.M.

Motor Mechanics - 2nd shift - 4.00 P.M. to 12.00 A.M.
3rd shift - 12.00 A.M. to 8.00 A.M.

ARTICLE 4 - HOURS OF WORK

- A. The regular or normal working week shall average forty (40) hours, spread over five (5) working days, or less if required by management, except for Janitors, Night Watchmen and Firemen who may be required to work forty-eight (48) hours. For instance actual existing working hours are as follows:
- | | |
|-----------------------|--------------------|
| Truck Drivers | 4 days of 10 hours |
| Other Classifications | 5 days of 8 hours |
- B. Any time in excess of forty (40) hours which occur on any of the regular working days shall be paid at the rate of time and one half. Any overtime occurring on the sixth or seventh day of any working week for those on five-day week basis, shall be paid at the rate of time and one half. Any overtime occurring on the fifth, or sixth, or seventh day of any working week for those on four-day week basis, shall be paid at the rate of time and one half.
- C. In order to establish the "hourly rate" of an employee who is paid on a monthly basis (so that his overtime earnings may be systematically calculated) his monthly salary shall be divided by 173, regardless of the number of days or working days in the calendar month under consideration.
- D. An employee who is regularly scheduled to work on Saturdays or Sundays will receive straight time, but his first and second days of rest will be treated like Saturdays and Sundays (as in B above) for purposes of overtime.
- E. If an employee is required to work on a holiday as defined in this Agreement, he will be paid at the rate of time and one half for the time worked, he will also receive his regular pay for the holiday.
- F. The Company agrees that only such employees as it deems necessary to properly operate its business, shall be required to work on Saturdays, Sundays and Holidays.
- G. An employee called in by the Company to perform work not continuous with his regular working period, shall be paid for a minimum of four (4) hours at his regular basis hourly rate, or at time and one half for the time worked, whichever is the greater.
- H. Regardless of the number of hours overtime worked during any working week, the Company agrees not to suspend or lay off an employee to avoid payment of overtime.
- I. Under no combination or circumstances will more than double time be paid, except as in Section 4 E and 4 G.

ARTICLE 5 - HOLIDAYS

- A. The following holidays will be observed, and all employees shall be entitled to received same with normal pay, provided that such holidays fall on a scheduled working day and that the employee is not required to work on that day:

CHRISTMAS DAY
NEW YEAR'S DAY
GOOD FRIDAY
MAY 24th
DOMINION DAY
LABOUR DAY
THANKSGIVING DAY

and, in addition, one civic holiday to be declared by the Company during the year.

- B. When a statutory holiday, which is observed by the Company, falls on a working days during an employee's vacation period, such employee will be given an additional day's holiday in lieu thereof. This additional day is to be taken at a time approved by the Department Manager.
- C. When a Statutory Holiday, which is observed by the Company, falls on a day off of an employee, such employee will not receive an additional day's holiday.

ARTICLE 6 - VACATIONS

The Company agrees to give vacations with pay under the following conditions:

- (a) The Company agrees to give vacations with pay pursuant to the regulations contained in Ordinance No. 3 "Annual vacations with pay" Sept. 1946 of the Province of Quebec.

and any regulations made thereunder and as from time to time amended.

- (b) In conformance with the Company's vacation policy an employee will receive one day's vacation for each complete month of service prior to July 1st during his first year of employment. Thereafter, an employee will receive two weeks' vacation for each continuous year of employment.

During the 15th year of continuous service and thereafter, the employee will receive three weeks' vacation.

In each instance the employee will receive a vacation allowance equal to the normal basic pay for the period of vacation granted.

- (c) An employee may express his preference for the time of his vacation and due consideration will be given, and where possible, his wishes will be granted, but vacations must be taken at times most conducive to the efficient operation and maintenance of the Branch, and as scheduled by the Company.
- (d) Vacations are not cumulative. Vacations cannot be substituted or exchanged without the permission of the Company, nor can they be waived in order to draw double pay.
- (e) When an employee substitutes in order to allow another employee to have an annual vacation, he will then work in any such job classification at his regular normal rate of pay.

ARTICLE 7 - SENIORITY AND PROMOTION

- A. Every employee shall accumulate seniority rights from the date of his employment by the British American Oil Company Limited regardless of location, but his seniority rights may be exercised only within that unit of the Company's business covered by this Agreement.
- B. Any employee shall have the right to establish his seniority standing by consultation with the Foreman and in the event of disagreement it shall be a discussable grievance and dealt with as provided for in Article 10.
- C. During the first three (3) months of employment by the Company, no seniority rights shall exist for any employee.
- D. Any employee who is promoted to a job classification and covered by this Agreement shall continue to accumulate seniority while so employed.
- E. Such person, if released from excepted employment may, within thirty (30) days of such release, exercise his seniority rights to any job classification which he is qualified to fill.
- F. Seniority shall continue to accrue to an employee on authorized leave of absence with or without pay.
- G. Vacancies in regular job classifications shall be bulletined within three (3) days of such vacancies occurring. Vacancies in new job classifications of indefinite duration need not be bulletined until the expiration of thirty (30) days from the date created.
- H. The bulletin will give a general job description, salary range or rate, and shall be posted on the bulletin board.
- I. Any employee desiring such position shall, within the three (3) day period, sign the application slip and give it to his Foreman.
- J. Appointments shall be made by the Company according to the merit of the applicants but when merit is considered to be equal the employee with the greatest seniority shall be promoted to the vacant job.
- K. Vacancies may be filled by the Company temporarily pending the assignment of the successful applicant. Any such assignment that in the opinion of the Organisation is unjust shall constitute a discussable grievance.
- L. In the event of a reduction in the working force, or a lay off, merit and ability shall govern; but where merit and ability are equal the employee with the greatest seniority shall be retained over another employee.
- M. Similarly, the senior employee shall be the first to be rehired.

ARTICLE 8 - SAFETY AND HEALTH

The Company will continue to make reasonable provision for the safety and health of the employees during the hours of their employment. Such protective services as the Company requires to be worn, and such other equipment as is, in the opinion of the Company necessary to protect the employee from injury or illness (except safety shoes) shall be provided by the Company.

The Company Agrees to provide and maintain a lunchroom, lockers, and reasonable washroom and sanitary facilities. The Organisation agrees that it will co-operate fully with the Company in the maintenance and cleanliness of these facilities.

The Company will provide adequate first-aid facilities and medical supplies in accessible parts of the plant and will encourage and foster qualified first-aid instruction for the employees.

The Organisation agrees to provide full moral support in the safety and health campaigns that will be a continuous part of the relations between the Company and their employees.

ARTICLE 9 - UNIFORMS

If an employee is required by the Company to wear certain articles of clothing while on the job, such articles shall be furnished in the first instance by the employee out of his own money. After one year a refund of 50% of the cost shall be made by the Company. The Company reserves the right to limit the number of articles of clothing purchased on this basis.

ARTICLE 10 - SETTLEMENT OF DISPUTES AND GRIEVANCES

- A. The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. A grievance procedure is provided as a means of orderly settlement of grievances on matters covered by the terms of this Agreement.
- B. Any employee with a complaint may discuss the complaint with his Foreman. If a settlement satisfactory to the employee is not reached then the grievance procedure outlined below may be followed:

Step. 1 The employee with a Representative of the Organization of his own choosing shall present his grievance in writing to the Warehouse Superintendent who shall render his decision within the next four (4) regular working days. If the grievance is not satisfactorily settled at this stage.

Step. 2 The employee with a Committee of the Organization shall meet with the Manager and attempt to settle the grievance. The Manager will keep a written record of the proceedings and of the pertinent statements of the aggrieved employee and his immediate supervisor, all of which shall be signed by those concerned.

NOTE Notwithstanding any of the foregoing procedures outlined, any employee may carry his grievance direct to his Superintendent and from there to Management if necessary, without a Representative of his Organization.

If satisfactory solution is not found the grievance, provided that it involves only an alleged violation or misinterpretation of the provisions of this Agreement, shall go to Arbitration.

ARBITRATION The Arbitration procedure may be invoked only at the written request of either party hereto.

The Board of Arbitration will consist of one person appointed by the Company, one person appointed by the Organisation, and a third person to act as Chairman chosen by the other two members of the Board.

Should the person chosen by the Company to act on the Board and the person chosen by the Organization fall to agree on a third person within seven days of their appointment to the Board, then the Minister of Labour of the Province of Quebec will be asked to nominate a Judge of the Supreme Court of the Province of Quebec, to act as chairman.

The decision of majority of the Board of Arbitration constituted in the above manner shall be binding on both parties.

(Cont'd)

ARTICLE 10 - SETTLEMENT OF DISPUTES AND GRIEVANCES

Arbitration' (Continued)

The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute new provisions for existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

Each of the parties hereto will bear the expenses of the Arbitrator appointed by it, and the parties will jointly bear the expenses of the Chairman.

ARTICLE II - STRIKES AND LOCKOUTS

There shall be no lockout by the Company, or strike, slowdown, sitdown or suspension of work, either complete or partial, by employees during the life of this Agreement.

ARTICLE 12 - DURATION

This Agreement shall supersede and cancel any existing agreement and shall remain in force from September 1st, 1954 until August 31st, 1956 and from year to year thereafter unless, during any such year, notice of amendment or termination is given by either party not less than thirty (30) days but not more than sixty (60) days before its expiry date.

EXECUTED AT MONTREAL this eighth day of September, 1954.

For the Divisional Warehouse employees mutual relationship committee of
The British American Oil Company, Limited at Outremont Plant and Montreal
East Garage.

Unreadable
Witness

R. Laframboise
President
Bargaining Committee

Unreadable
Witness

J. M. Burne
Secretary

The British American Oil Company, Limited

Unreadable
Witness

C. Sefee
For the British American Oil
Company Limited.

I hereby certify that this Agreement is a true copy of the original Agreement signed on September 8th, 1954.

J. M. Burne
Secretary

APPENDIX "A"

SCHEDULE OF BASE RATES FOR CLASSIFICATION LISTED BELOW
EMPLOYEES, OUTREMONT PLANT AND MONTREAL EAST GARAGE, QUEBEC

Effective August 1st, 1954.

<u>Type of Work</u>	<u>Classification</u>	<u>Basic Monthly Rate</u>
Mechanics (Motor)	Senior	\$ 306.00
	Intermediate	285.00
	Junior	265.00
Mechanics (Pump) Painters, Carpenters Electricians, Plumbers	Senior	302.00
	Intermediate	281.00
	Junior	261.00
Shipping & Receiving Clerks	Minimum	241.00
	Maximum	286.00
Tank Wagon Salesmen Stake Truck Drivers	Senior	293.00
	Intermediate	280.00
	Junior	260.00
	Starting	250.00
(Starting Rate for 90 days probation and if satisfactory moved to Junior Rate)		
Utility Warehousemen	Senior	261.00
	Intermediate	250.00
	Junior	240.00
	Starting	230.00
(Starting Rate for 90 days probation and if satisfactory moved to Junior Rate)		
Truck Washers	Minimum	206.00
	Maximum	241.00

BARGAINING AGREEMENT
MONTREAL EAST REFINERY

1954 - 1955

19/4025

MEMORANDUM OF AGREEMENT

AGREEMENT BETWEEN

THE BRITISH AMERICAN OIL LIMITED
(hereinafter called the "Company")

OF THE FIRST PART

and

THE BRITISH AMERICAN OIL MONTREAL EAST REFINERY EMPLOYEES'
COLLECTIVE BARGAINING ORGANIZATION,
(hereinafter called the "Organization")

OF THE SECOND PART

ARTICLE 1 - RECOGNITION

The Company recognizes the British American Oil Montreal East Refinery Employees' Collective Bargaining Organization as the sole collective bargaining agent for all employees of the Company as defined in Article 3 and agrees that the duly elected council, of the Bargaining Organization, shall be the sole bargaining agent with respect to rates of pay, hours of work and other working conditions of the Company's employees, covered by this Agreement.

ARTICLE 2 - RESERVATION OF MANAGEMENT'S RIGHTS AND FREEDOM OF
EMPLOYEE'S ACTION

Nothing in this Agreement shall limit the Company in the exercise of its function of management under which it shall have , among others, the right to hire new employees and to direct the working force (including the promotion and demotion of employees) to discipline, suspend, discharge for cause, transfer or lay off employees because of lack of work, require employees to observe Company rules and regulations not inconsistent with the provisions of this Agreement, to decide the number and locations of its plants, products to be manufactured, and methods and schedules of production including the means and processes of manufacturing provided that the Company will not use its function of management for the purpose of any improper discrimination against any member of the Organization. It is agreed that these enumerations shall not be deemed to exclude other functions of management not enumerated.

ARTICLE 3 - DEFINITIONS

1. The term "employees" as used in this Agreement includes all hourly paid employees, except foremen and employees under 16 years of age, at the Montreal East Refinery.
2. The term "council" as used herein shall mean the elected body of the Organization which is specifically authorized to negotiate, enter into and sign and administer collective bargaining agreements on behalf of the Organization.
3. The term "shift workers" shall mean those employees assigned hours of work as set forth in Article 7 Paragraph 2.

For the purpose of the observance of statutory holidays and overtime the term "shift workers" shall include employees assigned day hours and having scheduled days off other than Saturday and Sunday.
4. The term "day workers" shall refer to employees assigned to work daytime hours as set forth in Article 7 (Paragraph 1.)
5. For the purpose of this Agreement, a "temporary employee" is one with less than three (3) months service.

ARTICLE 4 - AUTHORIZATION

This Agreement is negotiated by and signed by the President, Secretary and members of the Council of the Organization which has been duly elected and authorized to act on behalf of the Organization.

ARTICLE 5 - DURATION OF AGREEMENT

This agreement shall remain in force until the 20th day of September, 1955 and shall be renewed automatically from year to year thereafter unless notice of termination, in writing, is given by either party not less than thirty (30) days nor more than sixty (60) days prior to its expiration date.

ARTICLE 6 - WAGES

1. The company agrees to pay and the organization agrees to accept the wages set forth in the wage Appendix of this Agreement.
2. it is agreed that hourly rates set forth apply to the various positions or jobs and not the individuals performing the work. The employees occupying the various positions will receive the rate of pay applicable to the position.

ARTICLE 7 - HOURS OF WORK

The regular working hours of the Company shall be an average of forty (40) hours per week and, in accordance with the following schedules:-

1. For all regular employees working days only:-
From Monday to Friday inclusive 8.00 a.m. to 12.00 noon and 12.45 P.M. to 4.45 P.M.
2. For all employees on Shift Work:-
From 7.30 A.M. to 3.30 P.M.
From 3.30 P.M. to 11.30 P.M.
From 11.30 P.M. to 7.30 A.M.
3. Employees may be assigned to work as in Paragraph 1 or on a schedule of forty (40) hours per week in any other five (5) days. Consecutive days off will be given where possible.
4. The Company agrees that employees assigned hours of work as set forth in Paragraph 2 of this Article, shall rotate days off once a year. Days off shall be advanced two days at the end of the first pay period in November of each year.

ARTICLE 8 - OVERTIME

All work over the regular daily schedule of hours herein set forth shall be treated as overtime and paid as follows:-

DAY WORKERS

The Company will pay time and one half:

- (a) For work performed from 4.45 p.m. to 12.00 midnight.
- (b) For work performed on a Saturday or employee's first day off if their days off are other than Saturday and Sunday.
- (c) For work performed on a recognized statutory holiday, enumerated in Article 9, if same occurs on a regular working day or on Saturday or on employee's first day off.

The Company will pay double time:

- (d) For work performed on a Sunday or employee's second day off if their days off are other than Saturday and Sunday.
- (e) For work performed in excess of sixteen continuous hours.
- (f) When employees having their normal day are called in between 12.00 midnight and 8.00 a.m.
- (g) For work performed on a recognized statutory holiday, enumerated in Article 9, if same occurs on Sunday or an employee's second day off.

SHIFT WORKERS

The Company will pay time and one half:

- (a) For work performed during the 8 hour period immediately following their regular shift.
- (b) For work performed on employee's first day off.
- (c) For work performed on a recognized statutory holiday, enumerated in Article 9, if same occurs on a regular working day or on employee's regular first day off.

The Company will pay double time:

- (d) For work performed on employee's second day off.
- (e) For work performed in excess of sixteen continuous hours.
- (f) For work performed during the second 8 hour period following the employee's regular shift.
- (g) For work performed on a recognized statutory holiday, enumerated in Article 9, if same occurs on employees' regular second day off.

ARTICLE 8 - OVERTIME (continued)

4. When an employee is given a minimum of sixteen hours notice from the end of his regular shift or days work to the start of his new shift or new hours of work scheduled, straight time shall be paid for the first eight hours worked and time and one half for the second eight hour period so worked.
5. An employee who owing to a change of jobs or holiday relief works more than ten (10) working days in a pay period will receive time and one half for the eleventh and thirteenth days and double time for the twelfth and fourteenth days worked.
6. Employees called in to perform work involving less than two hours will receive a minimum of two hours pay at the applicable overtime rate.
7. No overtime will be paid due to rotation of days off as set forth in Article 7 Paragraph 4.
8. Regardless of the number of hours worked during any week, the Company agrees that they will not suspend or lay off any employee because of extra hours of overtime completed.
9. When an employee is required to work a double shift or long hours of overtime without advance notice the Company will supply lunches as required.
10. The refinery day will be considered as a period of twenty-four (24) hours starting at 7.30 a.m. for shift workers and at 8.00 a.m. for day workers on any calendar day.
11. Insofar as possible, employees shall not be required to work overtime.
12. Under no combination of circumstances will more than double time be paid for work performed.

ARTICLE 9 - STATUTORY HOLIDAYS

1. The following days shall be observed as holidays without deduction of pay therefore, New Year's Day, Good Friday, Victoria Day, ST-Jean Baptiste, Dominion Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day.
2. Observance of the above holidays may be made on days other than the calendar date for all employees except shift workers when so proclaimed by the Dominion, Provincial or Civic authority.
3. The Company agrees that only such employees as are, in the judgment of the Management, necessary to perform the business of the Company shall be required to work Saturdays, Sundays, and Holidays.
4. Payment for Recognized Holidays

Recognized statutory holiday pay and pay for work performed will be treated as two separate matters.

DAY WORKERS

Providing a recognized statutory holiday falls on his regular working day, employee will be granted holiday pay of straight time for eight (8) hours.

In addition to above - if required to work on a recognized statutory holiday, pay for work performed will be as indicated in Article 8, Paragraphs 2 (c) and 2 (g).

SHIFT WORKERS

Providing a recognized statutory holidays falls on his regular working day shift employee will be granted holiday pay of straight time for eight (8) hours. However, a shift worker will be paid at his normal rate for recognized holidays, except the first one, which fall on his regular days off.

In addition to above - if required to work on a recognized statutory holiday and when same occurs on his first or second days off, pay for work performed will be as indicated in Article 8, Paragraphs 3 (c) and 3 (g).

ARTICLE 10 - VACATIONS WITH PAY

1. The Company agrees to give vacations with pay as follows:-
 - a) Employees with service of less than one (1) year prior to May 1st in accordance with Ordinance No. 3 revised of the Minimum Wage Commission of the Province of Quebec.
 - b) Employees with one (1) year of continuous service will be granted two (2) weeks vacation with pay.
 - c) Employees will be granted three (3) weeks vacation with pay commencing in the fifteenth calendar year of continuous service with the Company.
 - d) Employees will be granted four (4) weeks vacation with pay commencing in the twenty-fifth calendar year of continuous service and each year thereafter.
2. Wages for the vacation period will be payable in advance.
3. a) Vacation wages paid to employees with service of less than one (1) year will be in accordance with the provisions of Ordinance No. 3.
 - b) Vacation wages paid to employees with more than one (1) year of continuous service will be equivalent to the number of hours of vacation to which an employee is entitled at his normal hourly rate of pay. If an employee regularly works in job classifications where he is paid at two or more hourly rates, he will be paid for his vacation time, at the weighted average of the regular hourly rates for the positions in which he has worked in the preceding four weeks.

ARTICLE 11 - PROMOTIONS AND TRANSFERS

1. When making transfers or promotions, it is agreed that ability, competence and efficiency shall be the governing factors, but in a case where two or more employees are of equal skill, competence and efficiency, preference shall be given to the employee with the longest term of continuous service with the Company.
2. Employees whose positions are abolished shall be transferred to other positions and given preference over employees with less seniority provided they have the ability, competence and efficiency to perform the duties of such other position.
3. In reducing forces, seniority shall be given due consideration and, in case of two employees with equal length of service with the Company the married man will be given preference.
4. Any new positions or vacancies involving a permanent transfer or promotion will be bulletined in conspicuous places throughout the refinery for a period of at least four days before transfers or appointments are made.

ARTICLE 11 - PROMOTIONS AND TRANSFERS (Cont'd)

5. Any employee may make application to the Manager through his foreman for the said positions and due consideration will be given to all applications before appointments are made. Application will be made in triplicate and signed by the applicant and his foreman. The original from will be forwarded to the Manager, one copy will be retained by the applicant, and one copy forwarded to the Secretary of the Organization. The name of the permanent appointee will be posted on the bulletin Board immediately after the appointment is made. Notice of temporary transfers or appointments will not be placed on the Bulletin Board.
6. A Temporary appointment to any position shall not exceed fifteen days duration without Notice of the Temporary Vacancy being bulletined. Temporary appointee will be selected as in Article 11, Paragraph 5, for temporary appointments of more than fifteen days duration.
7. In case any employee is of the opinion that the Company has erred in making transfers or promotions, the employee may bring his opinion to the attention of Management through the Organization Council.

ARTICLE 11 - PROMOTIONS AND TRANSFERS (Cont'd)

8. Employees may be assigned to positions for training purposes for temporary periods providing no other employee suffers a reduction in rate of pay.

ARTICLE 12 - SAFETY AND HEALTH

1. The Company shall make reasonable provision for the safety and health of the employees during the hours of their employment and provide protective devices and other equipment being necessary to protect employees properly from injury.
2. The Company agrees to provide and maintain lunch-room, lockers and reasonable washroom and sanitary facilities.
3. The Organization agrees that it will co-operate fully with the Company in the maintenance of this service.
4. The Company shall provide adequate First Aid facilities and medical supplies in easily accessible parts of the plant, and the Company shall also encourage and foster qualified First Aid instruction for the employees.

ARTICLE 13 - ADJUSTMENTS OF DISPUTES AND GRIEVANCES

1. The Company and the Organization both agree that the settlement of any dispute or grievance arising under the terms of this Agreement should, as far as possible, be adjusted between the Company's representative and the Council and that no recourse shall be had to a Court of Law. Accordingly the parties agree, when desired, to afford to the other, the opportunity to consult on any subject covered by this agreement.

2. If an employee believes that he has been unjustly dealt with or that any of the provisions of the Agreement affecting him have not been complied with, the grievance procedure shall be as follows:-
 - (a) Any grievance, whether affecting one or more employees, shall be submitted in the first instance, by the employee or employees concerned to the foreman in charge. If desired, a representative of the Council may accompany him or them.

ARTICLE 13 - ADJUSTMENTS OF DISPUTES AND GRIEVANCES (cont'd)

- (b) Failing satisfactory solution of the grievance, the employee, accompanied by a representative of the Council, shall submit the grievance to the next superior representative of the Company, and failing satisfactory solution then through the proper channels of responsibility to the Manager of the Refinery.
- (c) If the matter reaches the Manager, he will keep a proper record of the case submitted for his decision, including a statement of the employee and the foreman; the decision of the Manager, and whether the decision was agreed to by the employee and the foreman. The written record of these proceedings and of the decision shall be forwarded by the Manager to the Secretary of the Council.
- (d) If the decision reached by the Manager is unsatisfactory to the Council, the Council may request a meeting with the representatives of the Company. It is the declared intention that grievances arising out of the terms of this Agreement shall follow the procedure herein set forth before the same shall be referred to or considered by the Council.

ARTICLE 13 - ADJUSTMENTS OF DISPUTES AND GRIEVANCES (Cont'd)

- (e) No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
 - (f) If still unsatisfactory, either party may submit the grievance to the Board of Arbitration as hereinafter set up.
3. (a) The Board of Arbitration shall consist of two people - one selected by the Company and the other by the Council. In the event the Board thus constituted cannot arrive at an understanding on the question before it, a third member shall be agreed upon by the Board. In the event of failure to agree upon the third person, a Judge of the Superior Court of the Province of Quebec shall be asked to act as, or in his discretion appoint such third person to act as Chairman of the Board.

ARTICLE 13 - ADJUSTMENTS OF DISPUTES AND GRIEVANCES (Cont'd)

- (b) The Chairman shall be entitled to vote and the majority vote of the Board as thus constituted shall be final and binding on the parties hereto. The expenses of the third member of the Board in connection with such arbitration shall be paid by the party against whom the decision was made.
- (c) The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter or modify or amend any portion of this Agreement.

ARTICLE 14 - STRIKES AND LOCKOUTS

There shall be no lockout by the Company, or
strike, walkout, sit-down or suspension of
work either complete or partial by the employees
during the life of this Agreement.

ARTICLE 15 - MEETINGS

1. The Company shall provide for the Organization a suitable place for General and Council meetings on the refinery property ,however,it is understood that any meetings held at the refinery during working hours will be with the approval of the Manager.

2. The Company agrees to pay the Council members at their regular hourly rates for all time spent at meetings with Management.

ARTICLE 16 - CHANGES IN OFFICERS AND MEMBERS OF COUNCIL

1. The Organization agrees to advise the Company of any changes in membership of the Council, or of the Officers of the Organization during the term of this Agreement.

ARTICLE 17 - REVOCABLE VOLUNTARY CHECK OFF

The Company agrees to deduct the monthly dues and initiation fees of the Organization from the wages of each member on a voluntary revocable basis. Each member who desires such a deduction shall furnish the Company with a signed authorization on the forms as attached in Appendixs I and II. Members at any time may revoke the authorization to deduct dues by giving written notice to the Company.

The amount of all such deductions will be sent monthly to the Treasurer of the Montreal East Refinery Collective Bargaining Organization. Deductions will be made from the employee's first pay in each calendar month.

APPENDIX I

THE BRITISH AMERICAN OIL MONTREAL EAST
REFINERY COLLECTIVE BARGAINING ORGANIZATION

I (name) Works No.
Je (nom) No. Matricule

Authorize
Autorise

THE BRITISH AMERICAN OIL COMPANY LIMITED
MONTREAL EAST REFINERY

To deduct from my pay commencing
A déduire de ma paye commençant le

Monthly dues 50 cents, until notified in writing to discontinue.
Paiements mensuels de 50 cents, jusqu'à avis contraire par écrit.

.....
Signed Signé Treasurer Trésorier

APPENDIX II

THE BRITISH AMERICAN OIL EAST
REFINERY COLLECTIVE BARGAINING ORGANIZATION

I (name) Work No
Je (nom) No .Maticule

Authorize . . . THE BRITISH AMERICAN OIL COMPANY LIMITED
autorise Montreal East Refinery

To deduct from my pay the sum of one dollar (\$1.00) as the ini-
tiation fees for the above Organization.

A déduire de ma paye la somme de un dollar (\$1.00) comme prix
d'Initiation de l'Organisation mentionnée ci-haut

.....
Signed Signé

.....
Treasurer Trésorier

THE BRITISH AMERICAN OIL COMPANY LIMITED
Montreal East Refinery

WAGE APPENDIX

<u>Classification</u>	<u>Rate</u>
<u>CATALYTIC CRACKING</u>	
Operator	\$2.25
1st Controlman	2.13
2nd Controlman	2.06
2nd Helper	1.92
Compressor Operator	1.92
3rd Helper	1.83
<u>TOPPING AND CRACKING</u>	
Operator	2.25
Operator Helper	2.13
1st controlman	1.98
Treating Plant Operator	1.95
Compressor Plant Operator	1.92
2nd controlman	1.83
Houseman	1.74
Handyman	1.60
<u>TOPPING & DECARBONIZING</u>	
Operator	2.25
Operator Helper	2.06
2nd controlman	1.83
<u>LUBRICATING OIL</u>	
Operator	2.21
3rd Pumpman	1.75
Handyman	1.60
<u>ASPHALT PLANT</u>	
Oxidizing Still Operator	2.25
Oxidizing Still 1st Helper	2.06
Oxidizing Still 2nd Helper	1.98
3rd Pumpman	1.75
Barrel House	1.60
Barrel House - Regular	1.50
Barrel House - Temporary	
<u>BOILER HOUSE</u>	
Boiler Engineer 2nd Class i/c Shift	2.25
Fireman	2.01
Oiler	1.70
Oiler (3 months probationary)	1.60
1st Helper (Catalytic Cracking)	2.01

	<u>2nd</u> <u>Helper</u>	<u>1st</u> <u>Helper</u>	<u>2nd Class</u> <u>Craftsman</u>	<u>1st Class</u> <u>Craftsman</u>
Pipefitter	\$1.60	\$1.76	\$1.91	\$2.07
Machinist	1.60	1.76	1.91	2.07
Electrician	1.60	1.76	1.91	2.07
Instrument Men	1.60	1.76	1.91	2.07
Tank Car Repairman	1.60	1.76	1.91	2.07
Welder	1.60	1.76	1.91	2.07
Carpenter	1.60	1.76	-	2.07
Crane Operator	-	-	-	2.07
Blacksmith	-	-	-	2.07
Motor Mechanic	-	1.76	-	1.95
Insulator	1.60	1.76	-	1.91
Cement Finisher	1.60	1.76	-	1.91
Painter	1.60	1.76	-	1.91
Bulldozer Operator	-	-	-	1.91
Sheet Metal Worker	-	-	0	1.91
Safety Inspector	1.60	-	-	1.76

Classification

Rate

MAINTENANCE

Storekeeper	\$1.67
Warehouseman	1.60

YARDMEN

Utility Man	1.60
Janitor	1.50
Labor - (after 6 months service)	1.50
(up to 6 months service)	1.42

PUMPING AND LOADING STAFF

Pumpman 1st	2.13
2nd	1.89
3rd	1.75
Head Loader	2.13
Day Loader	1.75
Shift Loader	1.75
Dockman	2.13
Dockman Helper 1st	1.74
2nd	1.60
Handyman	1.60

Classification

Rate

LABORATORY

Technician Sr.	Gr.	1	\$2.06
		2	1.95
Jr.	Gr.	1	1.83
		2	1.70
		3	1.60
Laboratory	1st		1.50
	2nd		1.40
	3rd		1.35
	4th		1.30

WAGE APPENDIX

A shift differential will be paid all workers assigned to the following shifts. Seven (7) cents per hour will be paid for the shift 3.30 P.M. to 11.30 P.M. AND fourteen (14) cents per hour for the shift 11.30 P.M. to 7.30 A.M..No overtime will be paid on the shift differential.

The shift differential will not be paid for any hours not worked.

A premium of five (5) cents per hour will be paid to employees engaged in the generation of steam who hold a Quebec Provincial license of a higher grade than required for their job. The minimum license requirements for payment of this premium on established steam generation rates will be as follows:

Oiler - 3rd Class AB license

Fireman - 2nd Class AB license

1st Helper (Catalytic Cracking) - 2nd Class AB license

Boiler Engineer 2nd Class I/C shift - 1st Class AB license

EXECUTED AT MONTREAL EAST, QUEBEC THIS 30th DAY OF
JULY 1954.

APPROVED AND SIGNED ON BEHALF OF THE BRITISH AMERICAN OIL
MONTREAL EAST REFINERY EMPLOYEE'S COLLECTIVE BARGAINING
ORGANIZATION.

John Lennox
President

R. Langevin
Secretary

John Werttler

Raoul Deziel

F. Schmidt

L. Mc Allister

Robt. J. Thompson

APPROVED AND SIGNED ON BEHALF OF THE BRITISH AMERICAN OIL
COMPANY LIMITED

J. A. Mc Hardy
Refinery Manager

C. W. Coote
Assistant Refinery Manager

A. A. Hoffmann
Personnel Supervisor

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SUPPLEMENTARY AGREEMENT

August 11th, 1953

BETWEEN: The British American Oil Company Limited herein acting with respect only to its Outremont Plant and Montreal East Garage hereinafter referred to as the Company.

AND: The British American Oil Employees Bargaining Organization, of Outremont and Montreal East Garage, hereinafter referred to as the Organization.

IT is mutually agreed that effective August 11th, 1953, the existing Bargaining Agreement dated September 3rd 1952, be amended as follows:

- 1 - The Wage Schedule dated September 3rd, 1952 and effective September 1st, 1952 is discontinued.
- 2 - The Wage Schedule dated August 1st, 1953 set out in "Appendix "A" attached hereto, shall be in force and effect during the life of the Agreement.

Executed at Montreal this eleventh day of August, 1953.

FOR THE COMPANY

Witness : Illisible

Signed: ILLISIBLE

FOR THE BARGAINING

Witness: Illisible

Signed: R. LAFRAMBOISE
(Chairman)

Illisible

J.M. BYRNE
(Secretary)

We hereby certify that this is a true copy of the original supplementary agreement entered into between the British American Oil Co. Ltd. and British American Oil Employees at Outremont and Montreal East.

R. LAFRAMBOISE
(Chairman)

J.M. BYRNE
Secretary

19/3148A

APPENDIX "A"

SCHEDULE OF BASE RATES FOR CLASSIFICATIONS LISTED BELOW
EMPLOYEES, OUTREMONT PLANT AND MONTREAL EAST GARAGE, QUEBEC

Effective August 1st, 1953.

<u>Type of Work</u>	<u>Classification</u>	<u>Basic Monthly Rate</u>
Mechanics (Motor)	Senior	\$ 293.00
	Intermediate	273.00
	Junior	250.00
Mechanics (Pump) Painters, Carpenters Electricians, Plumbers	Senior	296.00
	Intermediate	275.00
	Junior	255.00
Shipping & Receiving Clerks	Minimum	235.00
	Maximum	280.00
Tank Wagon Salesman Stake Truck Drivers	Senior	287.00
	Intermediate	270.00
	Junior	250.00
	Starting	235.00
(Starting Rate for 90 days probation and if satisfactory moved to Junior Rate)		
Utility Warehousemen	Senior	255.00
	Intermediate	244.00
	Junior	234.00
	Starting	224.00
(Starting Rate for 90 days probation and if satisfactory moved to Junior Rate)		
Truck Washers	Minimum	200.00
	Maximum	235.00

BARGAINING AGREEMENT
Montreal East Refinery

1953-1954

19/3/11

MEMORANDUM OF AGREEMENT

AGREEMENT BETWEEN

The BRITISH AMERICA OIL COMPANY Limited,
(Hereinafter called the "Company")

OF THE FIRST PART

and

The BRITISH AMERICA OIL MONTREAL EAST REFINERY EMPLOYEES'
COLLECTIVE BARGAINING ORGANIZATION,
(hereinafter called the "Organization")

OF THE SECOND PART

ARTICLE 1 - RECOGNITION

The Company recognizes the British America Oil Montreal East Refinery Employees' Collective Bargaining Organization as the sole collective bargaining agent for all employees of the Company as defined in Article 3 and agrees that the duly elected council, of the Bargaining Organization, shall be the sole bargaining agent with respect to rates of pay, hours of work and other working conditions of the Company's employees, covered by this Agreement.

ARTICLE 2 - RESERVATION OF MANAGEMENT'S RIGHTS AND FREEDOM OF
EMPLOYEES' ACTION

Nothing in this Agreement shall limit the Company in the exercise of its function of management under which it shall have, among others, the right to hire new employees and to direct the working force (including the promotion and demotion of employees) to discipline, suspend, discharge for cause, transfer or lay off employees because of lack of work, require employees to observe Company rules and regulations not inconsistent with the provisions of this Agreement, to decide the number and locations of its plants, products to be manufactured, and methods and schedules of production including the means and processes of manufacturing provided that the Company will not use its function of management for the purpose of any improper discrimination against any member of the Organization. It is agreed that these enumerations shall not be deemed to exclude other functions of management not enumerated.

ARTICLE 3 - DEFINITIONS

1. The term "employees" as used in this Agreement includes all hourly paid employees, except foremen and employees under 16 years of age, at the Montreal East Refinery.
2. The term "council" as used herein shall mean the elected body of the Organization which is specifically authorized to negotiate, enter into and sign and administer collective bargaining agreements on behalf of the Organization.
3. For the purpose of the observance of statutory holidays, the term "shift workers" as used herein shall mean all employees who work regularly assigned hours of work as defined in Article 7 (Paragraphs 2 & 3).

For all other purposes, the term "shift workers" shall mean those employees assigned hours of work as set forth in Article 7 paragraph 2.
4. The term "day workers" shall refer to employees assigned to work day time hours as set forth in Article 7 (Paragraph 1).
5. For the purpose of this Agreement, a "temporary employee" is one with less than three (3) months service.

ARTICLE 4 - AUTHORIZATION

This Agreement is negotiated by and signed by the President, Secretary and members of the Council of the Organization which has been duly elected and authorized to act on behalf of the Organization.

ARTICLE 5 - DURATION OF AGREEMENT

This Agreement shall remain in force until the 20th day of September, 1954 and shall be renewed automatically from year to year thereafter unless notice of termination, in writing, is given by either party not less than thirty (30) days nor more than sixty (60) days prior to its expiration date.

ARTICLE 6 - WAGES

1. A general increase of seven cents per hour on all basic rates (as listed in the Agreement dated October 10th 1952) is granted effective August 4th 1953.
2. The Company agrees to pay and the organization agrees to accept the wages set forth in the Wage Appendix of this Agreement effective September 21st 1953.
3. It is agreed that hourly rates set forth apply to the various positions or jobs and not the individuals performing the work. The employees occupying the various positions will receive the rate of pay applicable to the position.

ARTICLE 7 - HOURS OF WORK

The regular working hours of the Company shall be an average of forty (40) hours per week and, in accordance with the following schedules:-

- (1) For all regular employees, (excepting employees working on Tank Car Loading Rack, Asphalt Drumming Plant, and Laboratory employees assigned to Tank Car testing), working days only:-

From Monday to Friday inclusive 8:00 A.M. to 12.00noon and 12.45 P.M. to 4:45 P.M.

- (2) For all employees on Shift Work:-

From 7:30 A.M. to 3:30 P.M.

From 3:30 P.M. to 11:30 P.M.

From 11:30 P.M. to 7:30 A.M.

- (3) Employees working on Tank Car Loading Racks, Asphalt Drumming Plant, and in the Laboratory on Tank Car Testing, may be assigned to work as in (1) or on a schedule of forty (40) hours per week in any other five (5) days. Consecutive days off will be given where possible.
- (4) The company agrees that employees assigned of work as set forth in Paragraph 2 of this Article, shall rotate days off once a year. Days off shall be advances two days at the end of the first pay period in November of each year.

ARTICLE 8 - OVERTIME

1. All work over the regular daily schedule of hours herein set forth shall be treated as overtime and paid as follows:-

DAY WORKERS

2. The Company will pay time and one half;
 - (a) For work performed from 4.45 P.M. to 12.00 Midnight
 - (b) For work performed on a Saturday or employees' first day off if their days off are other than Saturday and Sunday.

The Company will pay double time:

- (c) For work performed on a Sunday or employees' second day off if their days off are other than Saturday and Sunday.
- (d) For work performed in excess of sixteen continuous hours.
- (e) When employees having worked their normal day are called in between 12.00 Midnight and 8.00 A.M.
- (f) For work performed on any of the statutory holidays enumerated in Article 9.

SHIFT WORKERS

3. The Company will pay time and one half:
 - (a) For work performed during the 8 hour period immediately following their regular shift.
 - (b) For work performed on employees first day off.

The Company will pay double time:

- (c) For work performed on employees' second day off.
- (d) For work performed in excess of sixteen continuous hours.
- (e) For work performed during the second 8 hour period following the employees' regular shift.
- (f) For work performed on any of the statutory holidays enumerated in Article 9.

4. When an employee is given a minimum of sixteen hours notice from the end of his regular shift or days work to the start of his new shift or new hours of work scheduled, straight time shall be paid for the first eight hours worked and time and one half for the second eight hour period so worked.

ARTICLE 8 - OVERTIME (Cont'd)

5. An employee who owing to a change of jobs or holiday relief works more than ten (10) working days in a pay period will receive time and one half for the eleventh and thirteenth days and double time for the twelfth and fourteenth days worked.
6. Employees called in to perform work involving less than two hours will received a minimum of two hours pay at the applicable overtime rate.
7. No overtime will be paid due to rotation of days off as set forth in Article 7 Paragraph 4.
8. Regardless of the number of hours worked during any week, the Company agrees that they will not suspend or lay off any employee because of extra hours of overtime completed.
9. When an employee is required to work a double shift or long hours of overtime without advance notice the Company will supply lunches as required.
10. The refinery day will be considered as a period of twenty-four (24) hours starting at 7:30 A.M. for shift workers and at 8:00 A.M. for day workers on any calendar day.
11. Insofar as possible, employees shall not be required to work overtime.
12. Under no combination of circumstances will more than double time be paid.

ARTICLE 9 STATUTORY HOLIDAYS

1. The following days shall be observed as holidays without deduction of pay therefore, New Year's Day, Good Friday, Victoria Day, St. Jena Baptiste, Dominion Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day.
2. Observance of the above holidays may be made on days other than the calendar date for all employees except shift workers when so proclaimed by the Dominion Provincial or Civic authority.
3. The Company agrees that only such employees as are, in the judgment of the Management, necessary to perform the business of the Company shall be required to work Saturdays, Sundays, and Holidays.
4. A shift worker will be paid at his normal rate for recognized holidays, except the first one, which fall on his regular days off.

ARTICLE 10 - VACATIONS WITH PAY

1. The Company agrees to give vacations with pay as follows:-

- (a) Employees with services of less than one (1) year prior to May 1st in accordance with Ordinance No. 3 revised of the Minimum Wage Commission of the Province of Quebec.

EFFECTIVE JANUARY 1, 1954

- (b) Employees with one (1) year of continuous service will be granted two (2) weeks vacation with pay.
- (c) Employees will be granted three (3) weeks vacation with pay commencing in the fifteenth calendar year of continuous service with the company.
- (d) Employees will be granted four (4) weeks vacation with pay commencing in the twenty-fifth calendar year of continuous service and each year thereafter.

NOTE: Vacations for the period September 21 to December 31, 1953 will be as laid down in the previous Bargaining Agreement dated October 10, 1952.

2. Wages for the vacation period will be payable in advance.

3. (a) Vacation wages paid to employees with service of less than one(1) year will be in accordance with the provisions of Ordinance No. 3.
- (b) Vacation wages paid to employees with more than one (1) year of continuous service all be equivalent to the number of hours of vacation to which an employee is entitled at his normal hourly rate of pay. If an employee works in job classifications where he is paid at two or more hourly rates, he will be paid for his vacation time, at the weighted average of the regular hourly rates for the positions in which he has worked in the preceding four weeks.

4. An employee who substitutes in order to allow another employee to have a vacation will work in any such position at the rate of pay for the position.

ARTICLE 11 - PROMOTIONS AND TRANSFERS

1. When making transfers or promotions, it is agreed that ability, competence and efficiency shall be the governing factors, but in a case where two or more employees are of equal skill, competence and efficiency, preference shall be given to the employee with the longest term of continuous service with the Company.
2. Employees whose positions are abolished shall be transferred to other positions and given preference over employees with less seniority provided they have the ability, competence, and efficiency to perform the duties of such other position.
3. In reducing forces, seniority shall be given due consideration and, in case of two employees with equal length of service with the Company the married man will be given preference.
4. Any new positions or vacancies involving a permanent transfer or promotion will be bulletin in conspicuous places throughout the refinery for a period of at least four days before transfers or appointments are made.

ARTICLE 11 - PROMOTIONS AND TRANSFERS (cont'd)

5. Any employee may take application to the Manager through his foreman for the said positions and due consideration will be given to all applications before appointments are made. Applications will be made in triplicate and signed by the applicant and his foreman. The original forms will be forwarded to the Manager, one copy will be retained by the applicant, and one copy forwarded to the Secretary of the Organization. The name of the permanent appointee will be posted on the Bulletin Board immediately after the appointment is made. Notice of temporary transfers or appointments will not be placed on the Bulletin Board.
6. A Temporary appointment to any position shall not exceed fifteen days duration without notice of the temporary vacancy being bulletined. Temporary appointees will be selected as in Article 11, Paragraph 5, for temporary appointments of more than fifteen days duration.
7. In case any employee is of the opinion that the Company has erred in making transfers or promotions, the employee may bring his opinion to the attention of Management through the Organization Council.

ARTICLE 11 - PROMOTIONS AND TRANSFERS (cont'd)

8. Employees may be assigned to positions for training purposes for temporary periods providing no other employee suffers a reduction in rate of pay.

ARTICLE 12 - SAFETY AND HEALTH

1. The Company shall make reasonable provision for the safety and health of the employees during the hours of their employment and provide protective devices and other equipment being necessary to protect employees property from injury.

2. The Company agrees to provide and maintain lunchroom, lockers, and reasonable washroom and sanitary facilities.

3. The Organization agrees that it will co-operate fully with the Company in the maintenance of this service.

4. The Company shall provide adequate First Aid facilities and medical supplies in easily accessible parts of the plant, and the Company shall also encourage and foster qualified First Aid instruction for the employees.

ARTICLE 13 - ADJUSTMENTS OF DISPUTES AND GRIEVANCES

1. The Company and the Organization both agree that the settlement of any dispute or grievance arising under the terms of this Agreement should, as far as possible, be adjusted between the Company's representative and the Council and that no recourse shall be had to a Court of Law. Accordingly the parties agree, when desired, to afford to the other, the opportunity to consult on any subject covered by this Agreement.

2. If an employee believes that he has been unjustly dealt with or that any of the provisions of the Agreement affecting him have not been complied with, the grievance procedure shall be as follows:
 - (a) Any grievance, whether affecting one or more employees, shall be submitted in the first instance, by the employee or employees concerned to the foreman in charge. If desired, a representative of the Council may accompany him or them,

ARTICLE 13 - ADJUSTMENTS OF DISPUTES AND GRIEVANCES (cont'd)

- (b) Failing satisfactory solution of the grievance, the employee, accompanied by a representative of the Council, shall submit the grievance to the next superior representative of the Company, and failing satisfactory solution then through the proper channels of responsibility, to the Manager of the Refinery.
- (c) If the matter reaches the Manager, he will keep a proper record of the case submitted for his decision, including a statement of the employee and the foreman; the decision of the Manager; and whether the decision was agreed to by the employee and the foreman. The written record of these proceedings and of the decision shall be forwarded by the Manager to the Secretary of the Council.
- (d) If the decision reached by the Manager is unsatisfactory to the Council, the Council may request a meeting with the representatives of the Company. It is the declared intention that grievances arising out of the terms of this Agreement shall follow the procedure herein set forth before the same shall be referred to or considered by the Council.

ARTICLE 13 - ADJUSTMENTS OF DISPUTES AND GRIEVANCES (cont'd)

- (e) No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
 - (f) If still unsatisfactory, either party may submit the grievance to the Board of Arbitration as hereinafter set up.
3. (a) The Board of Arbitration shall consist of two people - one selected by the Company and the other by the Council. In the event the Board thus constituted cannot arrive at an understanding on the question before it, a third member shall be agreed upon by the Board. In the event of failure to agree upon the third person, a Judge of the Superior Court of the Province of Quebec shall be asked to act as, or in his decision appoint such third person to act as Chairman of the Board.

ARTICLE 13 - ADJUSTMENTS OF DISPUTES AND GRIEVANCES (cont'd)

- (b) The Chairman shall be entitled to vote and the majority vote of the Board as thus constituted shall be final and binding on the parties hereto. The expenses of the third member of the Board in connection with such arbitration shall be paid by the party against whom the decision was made.
- (c) The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, not to alter or modify or amend any portion of this Agreement.

ARTICLE 14 - STRIKES AND LOCKOUTS

There shall be no lockout by the Company, or strike, walkout, sit-down or suspension of work, either complete or partial by the employees during the life of this Agreement.

ARTICLE 15 - MEETINGS

1. The Company shall provide for the Organization a suitable place for General and Council meetings on the refinery property, however, it is understood that any meetings held at the refinery during working hours will be with the approval of the Manager.

2. The Company agrees to pay the Council members at their regular hourly rates for all time spent at meetings with Management.

ARTICLE 16 - CHANGES IN OFFICERS AND MEMBERS OF COUNCIL

1. The Organization agrees to advise the Company of any changes in membership of the Council, or of the Officers of the Organization during the term of this Agreement.

ARTICLE 17 - REVOCABLE VOLUNTARY CHECK OFF

The Company agrees to deduct the monthly dues and initiation fees of the Organization from the wages of each member on a voluntary revocable basis. Each member who desires such a deduction shall furnish the Company with a signed authorization on the forms as attached in Appendixes I and II. Members at any time may revoke the authorization to deduct dues by giving written notice to the Company.

The amount of all such deductions will be sent monthly to the Treasurer of the Montreal East Refinery Collective Bargaining Organization. Deductions will be made from the employees' first pay in each calendar month.

APPENDIX X

THE BRITISH AMERICA OIL MONTREAL EAST
REFINERY COLLECTIVE BARGAINING ORGANIZATION

I (name)
Je (nom)

Works No.
No, Matricule

Authorize
Autorise

THE BRITISH AMERICA OIL COMPANY LIMITED
MONTREAL EAST REFINERY

To deduct from my pay commencing
A déduire de ma paye commençant le

Monthly dues 50 cents , until notified in writing to discontinue.
Mensualités de 50 cents, jusqu'à avis contraire par écrit.

Signed

Signé

Treasurer

Trésorier

APPENDIX II

THE BRITISH AMERICA OIL COMPANY LIMITED
REFINERY COLLECTIVE BARGAINING ORGANIZATION

I (name) Work No.

Je (nom) No. Matricule

Authorize
Autorise The BRITISH AMERICA OIL COMPANY LIMITED
Montreal East Refinery

to deduct from my pay the sum of one dollar (\$1.00) as the initiation fee for the above Organization.

à déduire de mon paye la somme de un dollar (\$1.00) comme prix d'Initiation de l'Organisation mentionnée ci-haut.

Signed

Signé

Treasurer Trésorier

THE BRITISH AMERICA OIL COMPANY LIMITED
Montreal East Refinery

WAGE APPENDIX

<u>Classification</u>	<u>Rate</u>
<u>CATALYTIC CRACKING</u>	
Operator	\$ 2.21
1st Controlman	2.09
2nd Controlman	2.02
2nd Helper	1.88
Compressor Operator	1.88
3rd Helper	1.79
<u>TOPPING & CRACKING</u>	
Operator	2.21
Operator Helper	2.09
1st Controlman	1.94
2nd Controlman	1.79
Compressor Plant Operator	1.88
Houseman	1.71
Treating Plant Operator	1.91
Handyman	1.57
<u>TOPPING & DECARBONIZING</u>	
Operator	2.21
Operator Helper	2.02
2nd Controlman	1.79
<u>LUBRICATING OIL</u>	
Operator	2.17
Houseman	1.71
Handyman	1.57
<u>ASPHALT PLANT</u>	
Oxidizing Still Operator	2.21
Oxidizing Still 1st Helper	2.02
Oxidizing Still 2nd Helper	1.94
3rd Pumpman	1.72
Barrel House - Regular	1.57
Barrel House - Temporary	1.47
<u>BOILER HOUSE</u>	
Boiler Engineer 2nd Class 1/c Shift	2.21
Fireman	1.97
Oiler	1.61
Oiler (3 months probationary)	1.57
1st Helper (Catalytic Cracking)	1.97

	<u>2nd</u> <u>Helper</u>	<u>Helper</u>	<u>Improver</u>	<u>Journeyman</u>
Pipefitter	\$1.57	\$1.73	\$1.87	\$2.02
Machinist	1.57	1.73	1.87	2.02
Electrician	1.57	1.73	1.87	2.02
Instrument Man	1.57	1.73	1.87	2.02
Tank Car Repairman	1.57	1.73	1.87	2.02
Welder	1.57	1.73	1.87	2.02
Carpenter	1.57	1.73	1.87	2.02
Insulator	1.57	1.73	-	1.87
Painter	1.57	1.73	-	1.87
Motor Mechanic	-	1.73	-	1.91
Bulldozer Operator	-	-	-	1.87
Crane Operator	-	-	-	2.02
Blacksmith	-	-	-	2.02
Safety Inspector	1.57	-	-	1.73

Classification

Rate

MAINTENANCE

Assistant Stores Supervisor	\$1.73
Storekeeper	1.64
Warehouseman	1.57

YARDMEN

Janitor	1.47
Utility Man	1.57
Labor - (after 6 months service)	1.47
(up to 6 months service)	1.39

PUMPING AND LOADING STAFF

Pumpman 1st	2.09
2nd	1.85
3rd	1.72
Head Loader	2.09
Day loader	1.72
Shift Loader	1.72
Handyman	1.57
Dockman	2.09
Dockman Helper 1st	1.71
2nd	1.57

Classification

Rate

LABORATORY ASSISTANTS

Laboratory 1st	1	\$1.47
2nd	2	1.37
3rd	3	1.32
4th	4	1.27
Technician Sr. Gr.	1	2.02
	2	1.91
Jr. Gr.	1	1.79
	2	1.67
	3	1.57

WAGE APPENDIX

A shift differential will be paid all workers assigned to the following shifts. Seven (7) cents per hour will be paid for the shift 3:30 P.M. to 11:30 P.M. and fourteen (14) cents per hour for the shift 11:30 P.M. to 7:30 A.M. No overtime will be paid on the shift differential.

The shift differential will not be paid for any hours not worked.

A premium of five (5) cents per hour will be paid to employees engaged in the generation of steam who hold a Quebec Provincial license of a higher grade than required for their job. The minimum license requirements for payment of this premium on established steam generation rates will be as follows:

Oilier - 3rd. Class AB license

Fireman - 2nd. Class AB license

1st. Helper (Catalytic Cracking) - 2nd. Class AB license

Boiler Engineer 2nd. Class I/C Shift - 1st. Class AB license

EXECUTED AT MONTREAL EAST, QUEBEC THIS 17th DAY OF
SEPTEMBER, 1953.

APPROVED AND SIGNED ON BEHALF OF THE BRITISH AMERICAN
OIL MONTREAL EAST REFINERY EMPLOYEES' COLLECTIVE
BARGAINING ORGANIZATION.

Unreadable
President

G. Langevin
Secretary

Unreadable

R. J. Thompson

D.L. Nrquhart

R. Iachapelle

L. Mc Allistir.

J. Beaudin

Unreadable

APPROVED AND SIGNED ON BEHALF OF THE BRITISH AMERICAN
OIL COMPANY LIMITED

Unreadable
Refinery Manager

Unreadable
Assistant Refinery Manager

A. A. Hoffmann
Personnel Supervisor

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MEMORANDUM OF AGREEMENT

AGREEMENT BETWEEN

THE BRITISH AMERICAN OIL COMPANY Limited,
(Hereinafter called the "Company")

OF THE FIRST PART

and

THE BRITISH AMERICAN OIL MONTREAL EAST REFINERY EMPLOYEES'
COLLECTIVE BARGAINING ORGANIZATION,
(hereinafter called the "Organization")

OF THE SECOND PART

19/3/80

ARTICLE 1.- RECOGNITION

The Company recognizes the British American Oil Montreal East Refinery Employees' Collective Bargaining Organization as the sole collective bargaining agent for all employees of the Company as defined in Article 3 and agrees that the duly elected council, of the Bargaining Organization, shall be the sole bargaining agent with respect to rates of pay, hours of work and other working conditions of the Company's employees, covered by this Agreement.

ARTICLE 2.- RESERVATION OF MANAGEMENT'S RIGHTS AND FREEDOM OF
EMPLOYEES' ACTION

Nothing in this Agreement shall limit the Company in the exercise of its function of management under which it shall have, among others, the right to hire new employees and to direct the working force (including the promotion and demotion of employees) to discipline, suspend, discharge for cause, transfer or lay off employees because of lack of work, require employees to observe Company rules and regulations not inconsistent with the provisions of this Agreement, to decide the number and locations of its plants, products to be manufactured, and methods and schedules of production including the means and processes of manufacturing provided that the Company will not use its function of management for the purpose of any improper discrimination against any member of the Organization. It is agreed that these enumerations shall not be deemed to exclude other functions of management not enumerated.

ARTICLE 3.- DEFINITION

1. The term "employees" as used in this Agreement included all hourly paid employees, except foremen and employees under 16 years of age, at the Montreal East Refinery.

2. The term "council" as used herein shall mean the elected body of the Organization which is specifically authorized to negotiate, enter into and sign and administer collective bargaining agreements on behalf of the Organization.

ARTICLE 4.- AUTHORIZATION

The Agreement is negotiated by and signed by the President, Secretary and members of the Council of the Organization which has been duly elected and authorized to act on behalf of the Organization.

ARTICLE 5.- DURATION OF AGREEMENT

This Agreement shall remain in force until the 20th day of September, 1953 and shall be renewed automatically from year to year thereafter unless notice of termination, in writing, is given by either party not less than thirty days nor more than sixty days prior to its expiration date.

ARTICLE 6.- WAGES

1. The Company agrees to pay and the organization agrees to accept the wages set forth in the wage Appendix of this Agreement.
2. It is agreed that hourly rates set forth apply to the various positions or jobs and not to the individuals performing the work. The employees occupying the various positions will receive the rate of pay applicable to the position.
3. For the purposes of this Agreement, a "Temporary Employee" is one with less than six (6) months service.

ARTICLE 7.- HOURS OF WORK

The regular working hours of the Company shall be an average of forty (40) hours per week and, in accordance with the following schedules:-

- (1) For all employees, (excepting employees working on Tank Car Loading Rack, Asphalt Drumming Plant, and Laboratory employees assigned to Tank Car Testing), working days only:-
From Monday to Friday inclusive 8:00 A.M. to 12:00 noon
and 12:45 P.M. to 4:45 P.M.
- (2) For all employees on Shift Work:-
From 7:30 A.M. to 3:30 P.M.
From 3:30 P.M. to 11:30 P.M.
From 11:30 P.M. to 7:30 A.M.
- (3) Employees working on Tank Car Loading Rack, Asphalt Drumming Plant, and in the Laboratory on Tank Car Testing, may be assigned to work as in (1) or on as schedule of forty (40) hours per week in any other five (5) days. Consecutive days off will be given where possible.

ARTICLE 8.- OVERTIME

1. All work over the regular daily schedule of hours herein set forth shall be treated as overtime and paid at the rate of time and one-half except as hereinafter provided.
 - (a) A shift worker having two consecutive days rest will be paid at the rate of time and one-half for the first day and double time for the second day if he is required to work on these occasions.
 - (b) A Shift worker having two consecutive days rest and takes his first day off and then is called on the second day will be paid double time.
 - (c) A Shift worker who is obliged to work on any of the nine holidays enumerated in Article 9, shall be paid at the rate of double time.
 - (d) A day worker, who is required to work on Saturdays will be paid at the rate of time and one-half.
A day worker who is required to work on Sundays and enumerated holidays, will be paid at the rate of double time.

ARTICLE 8.- OVERTIME (Cont'd)

1. (e) A day worker who is regularly scheduled to work on Saturdays and Sundays will receive straight time but his first and second days of rest will be treated like Saturday and Sunday (as in (d) above) for the purposes of overtime.
- (f) Any employee who owing to a change of jobs or holiday relief, works more than ten (10) working days in a pay period will receive time and one-half for the eleventh and thirteenth days and double time for the twelfth and fourteenth days worked.
2. Employees notified or called back to perform work not continuous with before or after the regular work period shall be paid for a minimum of two hours at the rate of time and one-half.
3. Regardless of the number of hours worked during any week, the Company agrees that they will not suspend or lay off any employees because of extra hours of overtime completed in the week.
4. Day workers when requested to work on shift will be paid straight time except as follows:
 - (a) A day worker who reports for a normal day's work and is sent home to return and work a shift later in the day will be paid at the rate of time and one-half for the second period of work.

ARTICLE 8- OVERTIME (Cont'd)

4. (b) If a day worker is advised in advance to report on shift he will be paid straight time for eight hours and time and one-half thereafter.
5. When an employee is required to work a double shift or long hours of overtime without advance notice the Company will supply the employee with a lunch.
6. The refinery day shall be considered as a period of twenty-four (24) hours starting at 7:30 A.M. for shift workers and at 8:00 A.M. for day workers on any calendar day.
7. Insofar as possible employees shall not be required to work overtime.
8. Under no combination of circumstances will more than double time be paid.

ARTICLE 9.- HOLIDAYS

1. The following days shall be observed as holidays without deduction of pay therefore, New Year's Day, Good Friday, Victoria Day, St. Jean Baptiste, Dominion Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day.
2. Observance of the above holidays may be made on days other than the calendar date for all employees except shift workers when so proclaimed by the Dominion Provincial or Civic authority.
3. The Company agrees that only such employees as are, in the judgment of the Management, necessary to perform the business of the Company shall be required to work Saturdays, Sundays, and Holidays.
4. A shift worker will be paid at his normal rate for recognized holidays, except the first one, which fall on his regular days off.

ARTICLE 10- VACATIONS WITH PAY

1. The Company agrees to give vacations with pay:
 - (a) To employees with service of less than one (1) year prior to May 1st in accordance with Ordinance No. 3 revised of the Minimum Wage Commission of the Province of Quebec.
 - (b) To employees with service of more than one (1) year but less than two (2) years prior to May 1st one week plus one-half day for each full month of service completed prior to May 1st.
 - (c) To employees with service of more than two (2) years prior to May 1st two (2) weeks vacation.
 - (d) To employees with service of more than fifteen (15) years prior to May 1st, (3) weeks vacation.
2. Wages for the vacation period will be payable in advance.
3.
 - (a) Vacation wages paid to employees with service of less than one (1) year will be in accordance with the provisions of Ordinance No. 3.
 - (b) Vacation wages paid to employees with service of more than one (1) year prior to May 1st will be equivalent to the number of hours of vacation to which an employee is entitled at his normal rate of pay. If an employee works in job classifications where he is paid at two or more hourly rates, he will be paid for his vacation time, at the weighted average of the regular hourly rates for the positions in which he has worked in the preceding four weeks.
4. An employee who substitutes in order to allow another employee to have a vacation will work in any such position at the rate of pay for the position.

ARTICLE 11.- PROMOTIONS AND TRANSFERS

1. When making transfers or promotions, it is agreed that ability, competence and efficiency shall be the governing factors, but in a case where two or more employees are of equal skill, competence and efficiency, preference shall be given to the employee with the longest term of continuous service with the Company.
2. Employees whose positions are abolished shall be transferred to other positions and given preference over employees with less seniority provided they have the ability, competence, and efficiency to perform the duties of such other position.
3. In reducing forces, seniority shall be given due consideration and, in case of two employees with equal length of service with the Company the married man will be given preference.
4. Any new positions or vacancies involving a permanent transfer or promotion will be bulletined in conspicuous places throughout the refinery for a period of at least four days before transfers or appointments are made.

ARTICLE 11- PROMOTIONS AND TRANSFERS (cont'd)

5. Any employee may make application to the Manager through his foreman for the said positions and due consideration will be given to all applications before appointments are made. Applications will be made in triplicate and signed by the applicant and his foreman. The original form will be forwarded to the Manager, one copy will be retained by the applicant, and one copy forwarded to the Secretary of the Organization. The name of the permanent appointee will be posted on the Bulletin Board immediately after the appointment is made. Notice of temporary transfers or appointments will not be placed on the Bulletin Board.
6. A Temporary appointment to any position shall not exceed fifteen days duration without notice of the temporary vacancy being bulletined. Temporary appointees will be selected as in Article 11, Paragraph 5, for temporary appointments for more than fifteen days duration.
7. In case any employee is of the opinion that the Company has erred in making transfers or promotions, the employee may bring his opinion to the attention of Management through the Organization Council.

ARTICLE 11.- PROMOTIONS AND TRANSFERS (cont'd)

8. Employees may be assigned to positions for training purposes for temporary periods providing no other employee suffers a reduction in rate of pay.

ARTICLE 12.- SAFETY AND HEALTH

1. The Company shall make reasonable provision for the safety and health of the employees during the hours of their employment and provide protective devices and other equipment being necessary to protect employees properly from injury.
2. The Company agrees to provide and maintain lunch-room, lockers, and reasonable washroom and sanitary facilities.
3. The Organization agrees that it will co-operate fully with the Company in the maintenance of this service.
4. The Company shall provide adequate First Aid facilities and medical supplies in easily accessible parts of the plant, and the Company shall also encourage and foster qualified First Aid instruction for the employees.

ARTICLE 13- ADJUSTMENTS OF DISPUTES AND GRIEVANCES

1. The Company and the Organization both agree that the settlement of any dispute or grievance arising under the terms of this Agreement should, as far as possible, be adjusted between the Company's representative and the Council and that no recourse shall be had to a Court of Law. Accordingly the parties agree, when desired, to afford to the other, the opportunity to consult on any subject covered by this Agreement.
2. If an employee believes that he has been unjustly dealt with or that any of the provisions of the Agreement affecting him have not been complied with, the grievance procedure shall be as follows:
 - (a) Any grievance, whether affecting one or more employees, shall be submitted in the first instance, by the employee or employees concerned to the foreman in charge. If desired, a representative of the Council may accompany him or them,

ARTICLE 13.- ADJUSTMENTS OF DISPUTES AND GRIEVANCES (cont'd)

- (b) Failing satisfactory solution of the grievance, the employee, accompanied by a representative of the Council, shall submit the grievance to the next superior representative of the Company, and failing satisfactory solution then through the proper channels of responsibility, to the Manager of the Refinery.
- (c) If the matter reaches the Manager, he will keep a proper record of the case submitted for his decision, including a statement of the employee and the foreman; the decision of the Manager; and whether the decision was agreed to by the employee and the foreman. The written record of these proceedings and of the decision shall be forwarded by the Manager to the Secretary of the Council.
- (d) If the decision reached by the Manager is unsatisfactory to the Council, the Council may request a meeting with the representatives of the Company. It is the declared intention that grievances arising out of the terms of this Agreement shall follow the procedure herein set forth before the same shall be referred to or considered by the Council.

ARTICLE 13- ADJUSTMENTS OF DISPUTES AND GRIEVANCES (cont'd)

(e) No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

(f) If still unsatisfactory, either party may submit the grievance to the Board of Arbitration as hereinafter set up.

(g) The Board of Arbitration shall consist of two people- one selected by the Company and the other by the Council. In the event the Board thus constituted cannot arrive at an understanding on the question before it, a third member shall be agreed upon by the Board. In the event of failure to agree upon the third person, a Judge of the Superior Court of the Province of Quebec shall be asked to act as, or in his discretion appoint such third person to act as Chairman of the Board.

ARTICLE 13- ADJUSTMENTS OF DISPUTES AND GRIEVANCES (cont'd)

- (b) The Chairman shall be entitled to vote and the majority vote of the Board as thus constituted shall be final and binding on the parties hereto. The expenses of the third member of the Board in connection with such arbitration shall be paid by the party against whom the decision was made.

- (c) The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to later or modify or amend any portion of this Agreement.

ARTICLE 14- STRIKES AND LOCKOUTS

There shall be no lockout by the Company,
or strike, walkout, sit-down or suspension
of work either complete or partial by the
employees during the life of this Agreement.

ARTICLE 15.- MEETINGS

1. The Company shall provide for the Organization a suitable place for General and Council meetings on the refinery property, however, it is understood that any meetings held at the refinery during working hours will be with the approval of the Manager.
2. The Company agrees to pay the Council members at their regular hourly rates for all time spent at meetings with Management.

ARTICLE 16- CHANGES IN OFFICERS AND MEMBERS OF COUNCIL

1. The Organization agrees to advise the Company of any changes in membership of the Council, or of the Officers of the Organization during the term of this Agreement.

ARTICLE 17.- REVOCABLE VOLUNTARY CHECK OFF

The Company agrees to deduct the monthly dues of the Organization from the wages of each member on a voluntary revocable basis. Each member who desires such a deduction shall furnish the Company with a signed authorization on the form as attached in Appendix 1. Members at any time may revoke the authorization to deduct dues by giving written notice to the Company.

The amount of all such deductions will be sent monthly to the Treasurer of the Montreal East Refinery Collective Bargaining Organization. Deductions will be made from the Employees' first pay in each calendar month.

APPENDIX I

THE BRITISH AMERICAN OIL MONTREAL EAST

REFINERY COLLECTIVE BARGAINING ORGANIZATION

I (name).....Works No..
Je (nom).....No Matricule

Autorise THE BRITISH AMERICAN OIL CO. LTD.
Authorize MONTREAL EAST REFINERY

To deduct from my pay commencing.....
A deduire de ma paye commençant le

Monthly dues 50 cents, until notified in writing to discontinue.
Mensualities de 50 cents, jusqu'a avis contraire par écrit.

.....
Signed Signe

.....
Treasurer Tresorier

THE BRITISH AMERICAN OIL COMPANY Limited
Montreal East Refinery

WAGE APPENDIX

<u>Classification</u>	<u>Rate</u>
<u>CATALYTIC CRACKING</u>	
Operator	\$2.14
1st Controlman	2.02
2nd Controlman	1.95
3rd Controlman	1.87
2nd Helper	1.81
3rd Helper	1.64
Compressor Operator	1.81
<u>TOPPING & CRACKING</u>	
Operator	2.14
Operator Helper	2.02
1st Controlman	1.87
2nd Controlman	1.72
Comp. Plant Operator	1.81
Houseman	1.64
Treating Plant Operator	1.84
Handyman	1.50
<u>TOPPING & DECARBONIZING</u>	
Operator	2.14
Operator Helper	1.95
2nd Controlman	1.72
<u>LUBRICATING OIL</u>	
Operator	2.02
<u>ASPHALT PLANT</u>	
Oxid. Still Operator	2.14
Oxid. Still Operator Helper	1.87
Barrel House- Regular	1.50
Barrel House- Temporary	1.40
<u>BOILER HOUSE</u>	
Boiler Engineer 2nd Class 1/c Shift	2.14
Fireman	1.90
Oiler	1.54
Oiler (3 months probationary)	1.50
1st Helper (Catalytic Cracking)	1.90

	<u>2nd Helper</u>	<u>Helper</u>	<u>Indrover</u>	<u>JOURNEYMAN</u>
Pipefitter	\$1.50	\$1.66	\$1.80	\$1.95
Machinist	1.50	1.66	1.80	1.95
Electrician	1.50	1.66	1.80	1.95
Instrument Man	1.50	1.66	1.80	1.95
Tank Car Repairman	1.50	1.66	1.80	1.95
Welder	1.50	1.66	1.80	1.95
Carpenter	1.50	1.66	1.80	1.95
Insulator	1.50	1.66	-	1.80
Painter	1.50	-	1.66	1.80
Motor Mechanic	-	1.66	-	1.84
Bulldozer Operator	-	-	-	1.80
Crane Operator	-	-	-	1.95
Blacksmith	-	-	-	1.95

Classification

Rate

MAINTENANCE

Assistaht Stores Supervisor	\$1.66
Storekeeper	1.57
Warehouseman	1.50

YARDMEN

Janitor	1.40
Utility Man	1.50
Labor - (after 6 months service)	1.40
(up to 6 months service)	1.32

PUMPING AND LOADING STAFF

Pumpman 1st	2.02
2nd	1.78
3rd	1.65
Head Loader	2.02
Day Loader	1.65
Shift Loader	1.65
Handyman	1.50
Dockman	1.90
Dockman Helper 1st	1.64
2nd	1.50

<u>Classification</u>	<u>Rate</u>
<u>LABORATORY ASSISTANTS</u>	
Laboratory 1st	\$1.40
2nd	1.30
3rd	1.25
4th	1.20
Technician Sr. Gr. 1	1.95
2	1.84
Jr. Gr. 1	1.72
2	1.60
3	1.50

WAGE APPENDIX

A shift differential will be paid all workers assigned to the following shifts. Seven (7) cents per hour will be paid for the shift 3:30 P.M. to 11:30 P.M. and fourteen (14) cents per hour for the shift 11:30 P.M. to 7:30 A.M. No overtime will be paid on the shift differential.

The shift differential will not be paid for any hour not worked.

A premium of five (5) cents per hour will be paid to employees engaged in the generation of steam who hold a Quebec Provincial license of a higher grade required for their job. The minimum license requirements for payment of this premium on established steam generation rates will be as follows:

Oiler -3rd Class AB license

Fireman -2nd Class AB license

1st. Helper (Catalytic Cracking) -2nd Class AB license

Boiler Engineer 2nd. Class I/C Shift- 1st. Class AB license

EXECUTED AT MONTREAL EAST, QUEBEC THIS 10TH DAY OF
OCTOBER, 1952.

APPROVED AND SIGNED ON BEHALF OF THE BRITISH AMERICAN
OIL MONTREAL EAST REFINERY EMPLOYEES' COLLECTIVE
BARGAINING ORGANIZATION.

Ernest
President

Robt. J. Thompson
Secretary

John Lennox

A. Ménard

J. Beaudry

R. J. Mc Allister

R. Lachapelle

André G. Court

D. L. Nrouhart

APPROVED AND SIGNED ON BEHALF OF THE BRITISH AMERICAN
OIL COMPANY LIMITED

Refinery Manager

J. A. Mc Hardy
Assistant Refinery Manager

A. A. Hoffmann
Personnel Supervisor

MEMORANDUM OF AGREEMENT made in quadruplicate this 1st day of September 1952

by and between

THE BRITISH AMERICAN OIL COMPANY LIMITED herein acting with respect only to its Outremont Plant and Montreal East Garage hereinafter referred to as the Company.-

and

The British American Oil Employees Bargaining Organization of Outremont and Montreal East Garage hereinafter referred to as the Organization.

Certified true copy of the agreement entered into on September 1st, 1952 between the British American Oil Company Limited, and the British American Oil Employees' Bargaining Organization of Outremont and Montreal East Garage.-

unreadable signature Président.

Albert Duneault. Sec. Trés.

19/3145

ARTICLE 1 - RECOGNITION.

- A. The Company recognizes. The Negotiating Committee as the sole collective bargaining agency for all employees of The Company at Outremont Plant and Montreal East Garage except Office employees, Foremen, Firemen, Watchmen and Janitors and agrees that the duly elected negotiating committee, provided that the members thereof are covered by this Agreement and have at least ninety (90) days continuous service, shall be the sole bargaining committee with respect to rates of pay, hours of work, and other working conditions.-
- B. Nothing in this Agreement shall limit the Company in the exercise of its function of management, under which it will have, among other things, the right to hire new employees and to direct the working force including the promotion and demotion of employees; to discipline, suspend discharge for cause, transfer or lay off employees because of lack of work, required employees to observe Company rules and regulations not inconsistent with the provisions of this Agreement; to decide on the methods and schedules of operation, provided that the Company will not use its function of management for the purpose of any improper discrimination against any employee.
- C. It is agreed that this enumeration shall not be deemed to exclude other functions of management not enumerated.

ARTICLE 2 - FREEDOM OF EMPLOYEES ACTION.

- A. Members of the committee shall be free to discharge their duties without fear that their relations with the Company may be affected in any way. Any other employee serving on a sub-committee of the committee, or appearing before the committee or one of its subcommittees, shall likewise be free to act without fear that his relations with the Company may be affected in any way.
- B. An employee shall not leave his working place to attend to committee business until he has secured the permission of his Superintendent or Branch Manager.

ARTICLE 3. WAGES.

- A. The Company agrees to pay, and the Organization agrees to accept, during the life of this Agreement, the Schedule, of wages as noted in Appendix "A" attached to and forming part of this Agreement.-
- B. It is understood that this shall include the right of the Company to adjust individual wage rates to conform with the rates shown in the Wages Appendix "A"
- C. An employee who, for the convenience of the Company, is temporarily transferred to a Job Classification paying a different rate shall:-
- (1) Retrain his normal rate should it be greater than the established rate for the job to which he was transferred.
 - (2) If transferred to a job paying a higher rate, shall receive the higher rate attaching to the job after a period of two weeks, and providing that the employee continues in that position, except as provided in Article 6 (e) .-

ARTICLE 4. HOURS OF WORK.

- A. The regular or normal working week shall average forty (40) hours, spread over five (5) working days, or less if required by management, except for Janitors, Night Watchmen and Firemen who may be required to work forty-eight (48) hours.-
- B. The first four (4) hours of overtime, provided that such overtime occurs on any of the five (5) working days, shall be paid for at straight time rates. Overtime in excess of forty four (44) hours, and any overtime occurring on the sixth or seventh day of any work week, shall be paid at the rate of time and one half.-
- C. In order to establish the " hourly rate " of an employee who is paid on a monthly basis (so that his overtime earnings may be systematically calculated) his monthly salary shall be divided by 173 regardless of the number of days or working days in the calendar month under consideration.-
- D. An employee who is regularly scheduled to work on Saturdays or Sundays will receive straight time, but his first and second days of rest will be treated like Saturdays and Sundays (as in B above.) for purposes of overtime,
- E. If an employee is required to work on a Holiday as defined in this Agreement he will be paid at his normal rate of pay for the time worked, plus one day's normal pay for the Holiday.-
- F.- The Company agrees that only such employees as it deems necessary to properly operate its business, shall be required to work on Saturdays, Sundays and Holidays.
- G. An employee called in by the Company to perform work not continuous with his regular working period, shall be paid for a minimum of four (4) hours at his regular basis hourly rate, or at time and one half for the time worked, whichever is the greater.
- H. Regardless of the number of hours overtime worked during any working week, the Company agrees not to suspend or lay off an employees to avoid payment of overtime.
- I. Under no combination of circumstances will more than double time be paid except as in Section 4 G.-

ARTICLE 5. HOLIDAYS.

- A. The following holidays will be observed, and all employees shall be entitled to receive same with normal pay, provided that such holidays fall on a scheduled workingday and that the employee is not required to work on that day:-

CHRISTMAS DAY
NEW YEAR'S DAY
GOOD FRIDAY
MAY 24th
DOMINION DAY
LABOUR DAY
Thanksgiving Day

and in addition, on civic holiday to be declared by the Company during the year.-

- B. When a statutory holiday, which is observed by the Company, falls on a working day during an employee's vacation period, such employee will be given an additional day's holiday in lieu thereof. This additional day is to be taken at a time approved by the Department Manager.

ARTICLE 6. VACATIONS.

The Company agrees to give vacations with pay under the following conditions:

- (a) The Company agrees to give vacations with pay pursuant to the regulations contained in Ordinance No. 3 "Annual vacations with pay" Sept 1946 of the Province of Quebec. and any regulations made thereunder and as from time to time amended.
- (b) After an employee has served the Company for one continuous year he becomes eligible for two weeks' vacation with a vacation allowance equal to two weeks' normal pay.
- (c) An employee may express his preference for the time of his vacation and due consideration will be given, and where possible, his wishes will be granted, but vacations must be taken at times most conducive to the efficient operation and maintenance of the Branch, and as scheduled by the Company.-
- (d) Vacations are not cumulative. Vacations cannot be substituted or exchanged without the permission of the Company, nor can they be waived in order to draw double pay.-
- (e) When an employee substitutes in order to allow another employee to have an annual vacation, he will then work in any such job classification at his regular normal rate of pay.-

ARTICLE 7.

SENIORITY AND PROMOTION.

A.

Every employee shall accumulate seniority right from the date of his employment by the British American Oil Company Limited regardless of location, but his seniority rights may be exercised only within that unit of the Company's business covered by this Agreement.-

Any employee shall have the right to establish his seniority standing by consultation with the Foreman and in the event of disagreement it shall be a discussable grievance and dealt with as provided for in Article 10.-

During the first three (3) months of employment by the Company no seniority rights shall exist for any employee.-

Any employee who is promoted to a job classification not covered by this Agreement shall continue to accumulate seniority while so employed.-

Such person, if released from accepted employment may within thirty (30) days of such release, exercise his seniority rights to any job classification which he is qualified to fill

Seniority shall continue to accrue to an employee on authorized leave of absence with or without pay.-

B.

Vacancies in regular job classifications shall be bulletined within three (3) days of such vacancies occurring. Vacancies in new job classifications of indefinite duration need not be bulletined until the expiration of thirty (30) days from the date created.-

The bulletin will give a general job description, salary range or rate and shall be posted on the bulletin board.-

Any employee desiring such position shall, within the three (3) day period sign the application slip and give it to his foreman

Appointments shall be made by the Company according to the merit of the applicants but when merit is considered to be equal the employee with the greatest seniority shall be promoted to the vacant job.

Vacancies may be filled by the Company temporarily pending the assignment of the successful applicant. Any such assignment that in the opinion of the Organization is unjust shall constitute a discussable grievance.

In the event of a reduction in the working force, or a lay off merit shall govern, but where merit is equal the employee with the greatest seniority shall be retained over another employee

Similarly the senior employee shall be the first to be rehired.-

ARTICLE 8 SAFETY AND HEALTH.

The Company will continue to make reasonable provision for the safety and health of its employees during the hours of their employment. Such protective devices as the Company requires to be worn, and such other equipment as is, in the opinion of the Company necessary to protect the employee from injury or illness (except safety shoes, shall be provided by the Company.-

The Company agrees to provide and maintain a lunchroom lockers and reasonable washroom and sanitary facilities. The Organization agrees that it will co-operate fully with the Company in the maintenance and cleanliness of these facilities.-

The Company will provide adequate first-aid facilities and medical supplies in accessible parts of the plant and will encourage and foster qualified first aid instruction for the employees.-

The organization agrees to provide full moral support in the safety and health compaigns that will be a continuous part of the relations between the Company and their employees.-

ARTICLE 9

UNIFORMS.

If an employee is required by the Company to wear certain articles of clothing while on the job, such articles shall be furnished in the first instance by the employee out of his own money. After one year a refund of 50% of the cost shall be made by the Company. The Company reserves the right to limit the number of articles of clothing purchased on this basis.-

ARTICLE 10 SETTLEMENT OF DISPUTES AND GRIEVANCES.

A. The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. A grievance procedure is provided as a means of orderly settlement of grievances on matters covered by the terms of this Agreement.-

B. Any employee with a complaint may discuss the complaint with his Foreman. If a settlement satisfactory to the employee is not reached then the grievance procedure outlined below may be followed:-

Step 1. The employee with a Representative of the Organization of his own choosing shall present his grievance in writing to the Warehouse Superintendent who shall render his decision within the next four (4) regular working days. If the grievance is not satisfactorily settled at this stage.-

Step 2. The employee with a Committee of the Organization shall meet with the Manager and attempt to settle the grievance. The Manager will keep a written record of the proceedings and of the pertinent statements of the aggrieved employee and his immediate supervisor, all of which shall be signed by those concerned.-

NOTE: Notwithstanding any of the foregoing procedures outlined, any employee may carry his grievance direct to his Superintendent and from there to Management if necessary, without a Representative of his Organization.-

If a satisfactory solution is not found the grievance, provided that it involves only an alleged violation or mis-interpretation of the provisions of this Agreement, shall go to Arbitration.-

Arbitration: The Arbitration procedure may be involved only at the written request of either party hereto.-

The Board of Arbitration will consist of one person appointed by the Company, one person appointed by the Organization, and a third person to act as Chairman chosen by the other two members of the Board.-

Should the person chosen by the Company to act on the Board and the person chosen by the Organization fail to agree on a third person within seven days of their appointment to the Board, then the Minister of Labour of the Province of Quebec will be asked to nominate a Judge of the Supreme Court of the Province of Quebec, to act as Chairman.-

The decision of a majority of the Board of Arbitration constituted in the above manner shall be binding on both parties.

ARTICLE 10 SETTLEMENT OF DISPUTES AND GRIEVANCES.

Arbitration: (Continued)

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 terms and provisions of this Agreement.-

Each of the parties hereto will bear the expenses of the Arbitrator appointed by it, and the parties will jointly bear the expenses of the Chairman.

ARTICLE 11. STRIKES AND LOCKOUTS.

There shall be no lockout by the Company, or strike, slowdown sitdown or suspension of work either complete or partial by employees during the life of this agreement.-

ARTICLE 12 DURATION

This Agreement shall supersede and cancel any existing agreement and shall remain in force from September 1st, 1952 until August 31st 1954 and from year to year thereafter unless during any such year, notice of amendment or termination is given by either party not less than thirty (30) days but not more than sixty (60) days before its expiry date.-

EXECUTED AT MONTREAL this 3rd day of September 1952.

For the Divisional Warehouse employees mutual relationship committee of The British American Oil Company, Limited at Outremont Plant and Montreal East Garage.-

C.H. Doody.
Witness.

J.W. Smith.
Chairman
Bargaining Committee.

For the British American Oil Company Limited.

C.R. Moody.
Witness.

C.R. unreadable.
For the British American.
Oil Company, Limited.

APPENDIX "A"

SCHEDULE OF BASE RATES FOR CLASSIFICATIONS LISTED BELOW.

EMPLOYEES OUTREMONT PLANT AND MONTREAL EAST GARAGE, QUEBEC.

Effective September 1, 1952.-

<u>Type of Work.</u>	<u>Classification.</u>	<u>Basic Monthly Rate.</u>
Mechanics (Motor)	Senior	\$ 282.50
	Intermediate	262.50
	Junior	242.50
Mechanics (Pump) Painters Carpenters, Electricians, Plumbers.	Senior	285.00
	Intermediate	265.00
	Junior	245.00
Shippers and Receivers.	Minimum	235.00
	Maximum	270.00
Tank Wagon Salesmen Stake Truck Drivers.	Senior	275.00
	Intermediate	260.00
	Junior	240.00
	Starting.	225.00

(Starting Rate for 90 days probation and if satisfactory moved to Junior Rate.)

Utility Warehouseman	Senior	245.00
	Intermediate	235.00
	Junior	225.00
	Starting.	215.00

(Starting Rate for 90 days probation and if satisfactory moved to Junior Rate.)

The BRITISH AMERICAN OIL COMPANY Limited
Montreal East Refinery

WAGE APPENDIX

<u>Classification</u>	<u>Rate</u>
<u>CATALYTIC CRACKING</u>	
Operator	\$2.14
1st Controlman	2.02
2nd Controlman	1.95
3rd Controlman	1.87
1st Helper	1.87
2nd Helper	1.81
3rd Helper	1.64
Compressor Operator	1.81
<u>TOPPING & CRACKING</u>	
Operator	2.14
Operator Helper	1.95
1st Controlman	1.87
2nd Controlman	1.72
Comp Plant Operator	1.81
Houseman	1.64
Treating Plant Operator	1.84
Handyman	1.47
<u>TOPPING & DECARBONIZING</u>	
Operator	2.14
Operator Helper	1.95
2nd Controlman	1.72
<u>LUBRICATING OIL</u>	
Operator	2.02
<u>ASPHALT PLANT</u>	
Oxid. Still Operator	2.10
Oxid. Still Operator Helper	1.87
Barred House - Regular	1.47
Barred House - Temporary	1.40
<u>BOILER HOUSE</u>	
Boiler Engineer 2nd Class i/c Shift	2.14
Fireman	1.90
Oiler	1.54
Oiler (3 months probationary)	1.47

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<u>Classification</u>	<u>Rate</u>
<u>MAINTENANCE</u>	
Journeyman Pipefitter	\$1.95
Improver Pipefitter	1.77
Helper Pipefitter	1.64
2nd Helper (Utility)	1.47
Journeyman Machinist	1.95
Improver Machinist	1.77
Helper Machinist	1.64
2nd Helper (Utility)	1.47
Journeyman Electrician	1.95
Improver Electrician	1.77
Helper Electrician	1.64
2nd Helper (Utility)	1.47
Journeyman Instrument Man	1.95
Improver Instrument Man	1.77
Helper Instrument Man	1.64
2nd Helper Instrument Man (Utility)	1.47
Crane Operator	1.95
Insulator 1st	1.77
2nd	1.64
3rd	1.47
Painter	1.77
Improver Painter	1.64
2nd Helper Painter	1.47
Blacksmith	1.95
Tank Car Repairman	1.84
Journeyman Welder	1.95
Improver Welder	1.77
Helper Welder	1.64
2nd Helper (Utility)	1.47
Carpenter	1.84
Bulldozer Operato r	1.77
Assistant Stores Supervisor	1.64
Storekeeper	1.57
Warehouseman	1.47
Motor Mechanic	1.84
Motor Mechanic Helper	1.64

<u>Classification</u>	<u>Rate</u>
<u>YARDMEN</u>	
Janitor	\$1.40
Utility Man	1.47
Labor - (after 6 months service	1.40
- (up to 6 months service	1.32
<u>PUMPING AND LOADING STAFF</u>	
Pumpman 1st	2.02
2nd	1.78
3rd	1.65
Head Loader	2.02
Day Loader	1.65
Shift Loader	1.65
Hardyman	1.47
Dockman	1.84
Dockman Helper 1st	1.64
2nd	1.47
<u>LABORATORY ASSISTANTS</u>	
Laboratory 1st	1.40
2nd	1.30
3rd	1.25
4th	1.20
Technician Sr. Gr. 1	1.95
2	1.84
Jr. Gr. 1	1.72
2	1.60
3	1.50

MONTREAL EAST,
May 23, 1952.

SUPPLEMENTARY AGREEMENT

September 19th, 1951

BETWEEN: THE BRITISH AMERICAN OIL COMPANY LIMITED herein acting with respect only to its Outremont Plant and Montreal East Garage hereinafter referred to as the Company.

and; THE BRITISH AMERICAN OIL EMPLOYEES BARGAINING ORGANIZATION of Outremont and Montreal East Garage hereinafter referred to as the Organization.

It is mutually agreed to reopen the existing Bargaining Agreement dated September 10, 1951, in reference to the Wage Schedule and the present Cost of Living Allowance being paid and amend the same as follows:

- (1) Effective September 1, 1951, all Cost of Living Allowance (i.e. 6% Oct. 1/50, 7% Apr. 1/51 and 7% Sept. 1/51) will be discontinued.
- (2) Effective September 1, 1951 the basic wage schedule set out in Appendix "A" hereto and dated September 1, 1951, shall remain in effect during the life of this agreement.

Executed at Montreal this Nineteenth Day of September, 1951

FOR THE COMPANY:

WITNESS:

G.R. DOODY

SIGNED:

G.R. BEBKE

FOR THE BARGAINING ORGANIZATION

WITNESS:

G.R. DOODY

SIGNED:

APPENDIX "A"

SCHEDULE OF BASE RATES FOR CLASSIFICATIONS LISTED BELOW

EMPLOYEES, OUTREMONT PLANT AND MONTREAL EAST GARAGE, QUE

Effective September 1, 1951

<u>TYPE OF WORK</u>	<u>CLASSIFICATION</u>	<u>BASIC MONTHLY RATE</u>
Mechanics (Motor)	Senior	\$ 270.00
	Intermediate	246.00
	Starting	228.00
Mechanics & Helpers (Motor)	Senior	204.00
	Intermediate	198.00
Mechanic's (Pump) Painters, Carpenters, Electricians, Plumbers,	Senior	270.00
	Intermediate	246.00
	Starting	228.00
Helpers	Senior	204.00
	Intermediate	198.00
Shippers and Receivers	Minimum	210.00
	Maximum	252.00
T.W. Salesman Stake Truck Drivers	Senior	252.00
	Intermediate	234.00
	Starting	216.00
Utility Warehousemen, Grease Packers, Canners, Drum Service, Truck Washers, Maintenance	Senior	234.00
	Intermediate	222.00
	Starting	210.00
General Warehousemen	Senior	204.00

MOMORANDUM OF AGREEMENT made in quadruplicate this 1st day of September 1951

by and between

THE BRITISH AMERICAN OIL COMPANY LIMITED herein acting with respect only to its Outremont Plant and Montreal East Garage hereinafter referred to as the Company.-

and

THE BRITISH AMERICAN OIL EMPLOYEES BARGAINING ORGANIZATION of Outremont and Montreal East Garage hereinafter referred to as the Organization.

This is to certify that this Agreement is a true copy of the Agreement entered into on September 1st, 1951 between The British American Oil Co. Ltd and The British American Oil Employees' Bargaining Organization of Outremont and Montreal East Garage.-

Secretary
The British American Oil Employees'
Bargaining Organisation.

Dated at Montreal this 12th day of September, 1951.-

ARTICLE 1. RECOGNITION.

- A. The Company recognizes. The Negotiating Committee as the sole collective bargaining agency for all employees of The Company at Outremont Plant and Montreal East Garage except Office employees, Foremen, Firemen, Watchmen and Janitors and agrees that the duly elected negotiating committee, provided that the members thereof are covered by this Agreement, and have at least ninety (90) days continuous service shall be the sole bargaining committee with respect to rates of pay, hours of work, and other working conditions.-
- B. Nothing in this Agreement shall limit the Company in the exercise of its function of management, under which it will have, among other things the right to hire new employees and to direct the working force including the promotion and demotion of employees; to discipline, suspend, discharge for cause, transfer or lay off employees because of lack of work; required employees to observe Company rules and regulations not inconsistent with the provisions of this Agreement; to decide on the methods and schedules of operation provided that the Company will not use its functions of management for the purpose of any improper discrimination against any employee.-
- C. It is agreed that this enumeration shall not be deemed to exclude other functions of Management not enumerated.-

ARTICLE 2.- FREEDOM OF EMPLOYEES ACTION.

- A. Members of the committee shall be free to discharge their duties without fear that their relations with the Company may be affected in any way. Any other employee serving on a sub-committee of the committee, or appearing before the committee or one of its sub-committees shall likewise be free to act without fear that his relations with the Company may be affected in any way.
- B. An employee shall not leave his working place to attend to committee business until he has secured the permission of his Superintendent or Branch Manager.-

ARTICLE 3. WAGES.

- A. The Company agrees to pay, and the Organization agrees to accept during the life of this Agreement, the Schedule of wages as noted in Appendix "A" attached to and forming part of this Agreement.-

- B. It is understood that this shall include the right of the Company to adjust individual wage rates to conform with the rates shown in the Wage Appendix "A"

- C. An employee who, for the convenience of the Company, is temporarily transferred to a Job Classification paying a different rate shall:
 - (1) Retain his normal rate should it be greater than the established rate for the job to which he was transferred;-

 - (2) If transferred to a job paying a higher rate, shall receive the higher rate attaching to the job after a period of two weeks, and providing that the employee continues in that position, except as provided in Article 6 (e)

ARTICLE 4. HOURS OF WORK .

- A. The regular or normal working week shall average forty (40) hours, spread over five(5) working days, or less if required by management, except for Janitors, Night Watchmen and Firemen who may be required to work forty-eight (48) hours.
- B. The first four (4) hours of overtime, provided that such overtime occurs on any of the five (5) working days, shall be paid for at straight time rates. Overtime in excess of forty-four (44) hours, and any overtime occurring on the sixth or seventh day of any work week, shall be paid at the rate of time and one half.-
- C. In order to establish the " hourly rate" of an employee who is paid on a monthly basis (so that his overtime earnings may be systematically calculated) his monthly salary shall be divided by 173, regardless of the number of days or working days in the calendar month under consideration.-
- D. An employee who is regularly scheduled to work on Saturdays or Sundays will receive straight time, but his first and second days of rest will be treated like Saturdays and Sundays (as in B above) for purposes of overtime.-
- E. If an employee is required to work on a Holiday as defined in this Agreement, he will be paid at his normal rate of pay for the time worked, plus one day's normal pay for the Holiday.-
- F. The Company agrees that only such employees as it deems necessary to properly operate its business shall be required to work on Saturdays, Sundays and Holidays .
- G. An employee called in by the Company to perform work not continuous with his regular working period, shall be paid for a minimum of four (4) hours at his regular basis hourly rate, or at time and one half for the time worked, whichever is the greater.-
- H. Regardless of the number of hours overtime worked during any working week, the Company agrees not to suspend or lay off an employee to avoid payment of overtime.
- I. Under no combination of circumstances will more than double time be paid except as in Section 4 G.-

ARTICLE 5. HOLIDAYS.

- A. The following holidays will be observed, and all employees shall be entitled to receive same with normal pay, provided that such holidays fall on a scheduled working day and that the employee is not required to work on that day:-

CHRISTMAS DAY
NEW YEAR'S DAY
GOOD FRIDAY
MAY 24TH
DOMINION DAY
LABOUR DAY
THANKSGIVING DAY

and in addition one civic holiday to be declared by the Company during the year.-

- B. When a statutory holiday, which is observed by the Company, falls on a working day during an employee's vacation period, such employee will be given an additional day's holiday in lieu thereof. This additional day is to be taken at a time approved by the Department Manager.-

ARTICLE 6. VACATIONS.

The Company agrees to give vacations with pay under the following conditions:

- (a) The Company agrees to give vacations with pay pursuant to the regulations contained in Ordinance No. 3 Annual vacations with Pay" Septe 1946 of the Province of Quebec and any regulations made thereunder and as from time to time amended,;-
- (b) After an employee has served the Company for one continuous year he becomes eligible for two weeks' vacation with a vacation allowance equal to two weeks' normal pay.-
- (c) An employee may express his preference for the time of his vacation and due consideration will be given, and where possible, his wishes will be granted but vacations must be taken at times most conducive to the efficient operation and maintenance of the Branch, and as scheduled by the Company.-
- (d) Vacations are not cumulative. Vacations cannot be substituted or exchanged without the permission of the Company, nor can they be waived in order to draw double pay.
- (e) When an employee substitutes in order to allow another employee to have an annual vacation, he will then work in any such job classification at his regular normal rate of pay.-

ARTICLE 7. SENIORITY AND PROMOTION.

- A. Every employee shall accumulate seniority rights from the date of his employment by the British American Oil Company Limited regardless of location, but his seniority rights may be exercised only within that unit of the Company's business covered by this Agreement.-

Any employee shall have the right to establish his seniority standing by consultation with the Foreman and in the event of disagreement it shall be a discussable grievance and dealt with as provided for in Article 10.-

During the first three (3) months of employment by the Company, no seniority rights shall exist for any employee.-

Any employee who is promoted to a job classification not covered by this agreement shall continue to accumulate seniority while so employed.-

Such person, if released from excepted employment may within thirty (30) days of such release exercise his seniority rights to any job classification which he is qualified to fill.-

Seniority shall continue to accrue to an employee on authorized leave of absence with or without pay.-

- B. Vacancies in regular job classifications shall be bulletined within three (3) days of such vacancies occurring. Vacancies in new job classifications of indefinite duration need not be bulletined until the expiration of thirty (30) days from the date created.-

The bulletin will give a general job description, salary range or rate, and shall be posted on the bulletin board.-

Any employee desiring such position shall, within the three (3) day period, sign the application slip and give it to his Foreman.-

Appointments shall be made by the Company according to the merit of the applicants but when merit is considered to be equal the employee with the greatest seniority shall be promoted to the vacant job.-

Vacancies may be filled by the Company temporarily pending the assignment of the successful applicant. Any such assignment that in the opinion of the Organization is unjust shall constitute a discussable grievance.-

In the event of a reduction in the working force, or a lay off merit shall govern but where merit is equal the employee with the greatest seniority shall be retained over another employee.

Similarly, the senior employee shall be the first to be rehired.-

ARTICLE 8 SAFETY AND HEALTH.

The Company will continue to make reasonable provision for the safety and health of its employees during the hours of their employment. Such protective devices as the Company requires to be worn, and such other equipment as is, in the opinion of the Company necessary to protect the employee from injury or illness (except safety shoes) shall be provided by the company.-

The Company agrees to provide and maintain a lunchroom lockers, and reasonable washroom and sanitary facilities. The organization agrees that it will co-operate fully with the Company in the maintenance and cleanliness of these facilities.-

The Organization agrees to provide full moral support in the safety and health campaigns that will be a continuous part of the relations between the Company and their employees.

ARTICLE 9. UNIFORMS.

If an employee is required by the Company to wear certain articles of clothing while on the job, such articles shall be furnished in the first instance by the employees out of his own money. After one year a refund of 50% of the cost shall be made by the Company. The Company reserves the right to limit the number of articles of clothing purchased on this basis.-

ARTICLE 10. SETTLEMENT OF DISPUTES AND GRIEVANCES.

A. The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. A grievance procedure is provided as a means of orderly settlement of grievances on matters covered by the terms of this Agreement.

B. Any employee with a complaint may discuss the complaint with his Foreman. If a settlement satisfactory to the employee is not reached then the grievance procedure outlined below may be followed:-

Step 1. The employee with a Representative of the Organization of his own choosing shall present his grievance in writing to the Warehouse Superintendent who shall render his decision within the next four (4) regular working days.- If the grievance is not satisfactorily settled---at this stage.-

Step 2. The employee with a Committee of the Organization shall meet with the Manager and attempt to settle the grievance. The Manager will keep a written record of the proceedings and of the pertinent statements of the aggrieved employee and his immediate supervisor, all of which shall be signed by those concerned.-

NOTE: NOTWITHSTANDING any of the foregoing procedures outlined, any employee may carry his grievance direct to his Superintendent and from there to Management if necessary, without a Representative of his Organization.-

If a satisfactory solution is not found the grievance, provided that it involves only an alleged violation or misinterpretation of the provisions of this Agreement, shall go to Arbitration.-

ARBITRATION.

The Arbitration procedure may be involved only at the written request of either party hereto.-

The Board of Arbitration will consist of one person appointed by the Company, one person appointed by the Organization, and a third person to act as Chairman chosen by the other two members of the Board.-

Should the person chosen by the Company to act on the Board and the person chosen by the Organization fail to agree on a third person within seven days of their appointment to the Board, then the Minister of Labour of the Province of Quebec will be asked to nominate a Judge of the Supreme Court of the Province of Quebec, to act as chairman.-

The decision of a majority of the Board of Arbitration constituted in the above manner shall be binding on both parties

(cont'd.)

ARTICLE 10. SETTLEMENT OF DISPUTES AND GRIEVANCES.

Arbitration: (Continued.)

The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute new provisions for existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

Each of the parties hereto will bear the expenses of the Arbitrator appointed by it, and the parties will jointly bear the expenses of the Chairman.-

ARTICLE 11. STRIKES AND LOCKOUTS.

There shall be no lockout by the Company, or strike slowdown sitdown or suspension of work, either complete or partial, by employees during the life of this Agreement.-

ARTICLE 12. DURATION.

This Agreement shall supersede and cancel any existing agreement and shall remain in force from September 1st, 1951 until August 31st 1953 and from year to year thereafter unless during any such year notice of amendment or termination is given by either party not less than thirty (30) but not more than sixty (60) days before its expiry date.-

EXECUTED AT MONTREAL this 10th day of September, 1951.-

For the Divisional Warehouse employees mutual relationship committee of
The British American Oil Co. Ltd at Outremont Plant and Montreal East Garage.

C.R. Hoody.
Witness.

Chairman.
Bargaining Committee.

For the British American Oil Company Limited.-

C.R. Hoody.
Witness.

C.R. Faber
For the British American Oil
Company Limited.-

APPENDIX "A"

Schedule of Base Rates for Classifications Listed Below

EMPLOYEES, OUTREMONT PLANT & MONTREAL EAST GARAGE, QUEBEC.

<u>Classifications</u>	<u>Grades.</u>	<u>Basic Monthly Rate.</u>
Mechanics (Motor)	Senior	\$253.50
	Intermediate	\$232.00
	Starting.	\$215.00
Mechanic's Helpers (Motor)	Senior	\$192.50
	Intermediate	\$186.50
Mechanics (Pump) Painters, Carpenters, Electricians Plumbers.	Senior	\$253.50
	Intermediate	\$232.00
	Starting	\$215.00
Helpers	Senior	\$192.50
	Intermediate	\$186.50
Shippers and Receivers.	Merit Range	\$198.00 \$237.50
Tankwagon Salesmen, Stake Truck Drivers.	Senior	\$237.50
	Intermediate	\$220.50
	Starting.	\$203.50
Utility Warehousemen, Grease Packers, Canners Drum Service Truck Washers, Maintenance. General Warehousemen	Senior	\$220.50
	Intermediate	\$209.50
	Starting.	\$198.00
	Probationer 3 months	\$192.50

COST OF LIVING ALLOWANCE.

The Company will pay to every permanent employee during the life of this agreement a monthly Cost of Living Allowance effective from September 1st 1951 of 7% of his basic monthly wage as of August 31st 1951.-

This Cost of Living Allowance shall not apply to nor be included in premium or overtime payments nor shall it become a part of the basic wage schedule

MONTREAL, SEPTEMBER 11th 1951
CR Doody MC

SUPPLEMENTARY AGREEMENT

BETWEEN:

The British American Oil Bargaining Organization of Outremont and Montreal East Garage, hereinafter referred to as the Organization.

AND:

The British American Oil Co. Ltd; herein acting with respect only to its Outremont Plant and Montreal East Garage, hereinafter referred to as the Company.

It is mutually agreed that in addition to the basic rates as set forth in Appendix A attached to and forming part of this Agreement, the Company will pay to every permanent employee during the life of this Agreement.

- (1) A monthly Cost of Living Allowance, effective from October 1st 1950 of 6% of his basic monthly wage as of October 1st 1950.
- (2) An additional monthly Cost of Living Allowance, effective from April 1st 1951, of 7% of his basic monthly wage as of March 31st 1951 (such additional allowance not to exceed \$15.00 per month).

It is agreed that these Cost of Living Allowance shall not apply to, nor be included in premium or overtime payments.

It is further agreed that these Cost of Living Allowance shall not become part of the basic wage schedule.

Executed at Montreal, Quebec, this 21st day of May 1951.

WITNESS:

C.R. Doody

WITNESS:

C.R. Doody

FOR: The British American Oil Co.
Ltd.

SIGNED: J.M. Smith

FOR: The Bargaining Organization

SIGNED: F.
Président

APPENDIX "A"

Schedule of Base Rates for Classifications Listed Below

EMPLOYEES, OUTREMONT PLANT & MONTREAL EAST GARAGE, QUEBEC

<u>Classifications</u>	<u>Grades</u>	<u>Basic Monthly Rate</u>
Mechanics (Motor)	1st Class	\$225.00
	2nd Class	\$205.00
	3rd Class	\$190.00
Mechanic's Helpers (Motor)	1st Class	\$170.00
	2nd Class	\$165.00
Mechanics (Pump), Painters, Carpenters, Electricians Plumbers	1st Class	\$225.00
	2nd Class	\$205.00
	3rd Class	\$190.00
Helpers	1st Class	\$170.00
	2nd Class	\$165.00
Shippers and Receivers	Merit- Range	\$175.00- \$210.00
Tankwagon, Salesmen Stake Truck Drivers	1st Class	\$210.00
	2nd Class	\$195.00
	3rd Class	\$180.00
Utility Warehousemen, Grease Packers, Canners, Drum Service, Truck Washers, Maintenance.	1st Class	\$195.00
	2nd Class	\$185.00
	3rd Class	\$175.00
General Warehousemen	1st Class	\$170.00

COST OF LIVING: 6% of basic monthly wage as of
October 1st 1950-effective
October 1st 1950.

ALLOWANCE

7% of basic monthly wage as of
March 31st 1951, such additional
allowance not to exceed \$15.00 per
month- effective April 1st 1951.

CRD/HS
May 21st 1951.

SUPPLEMENTARY AGREEMENT

BETWEEN: The British American Oil Bargaining Organization of Outremont and Montreal East Garage, hereinafter referred to as the Organization.

AND: The British American Oil Co. Ltd. herein acting with respect only to its Outremont Plant and Montreal East Garage, hereinafter referred to as the Company.

It is hereby mutually agreed that, in addition to the basic rates as shown in the Wage Schedule attached to this agreement and dated June 1st 1950, the Company will pay to every permanent employee, effective October 1, 1950, a monthly Cost of Living Allowance of 6% of his basic monthly wage, calculated to the nearest \$.50 (fifty cents (as of October 1, 1950.

It is further agreed that this Cost of Living Allowance shall not apply to nor be included in payments for overtime, nor shall it become a part of the Basic Wage Schedule. It is also mutually agreed to extend the entire agreement for a further period of one year from May 1, 1951 until April 30, 1952, and the Basic Wage Schedule dated June 1, 1950, shall remain as listed until April 30, 1952.

Executed at Montreal, Quebec, this 26th day of September 1950.

Witness: C.R. Doody

FOR: THE BRITISH AMERICAN OIL CO. LTD.

SIGNED: C.R. Beber

Witness: C.R. Doody

For: The Bargaining Organization

SIGNED: F. Crevier

19/2398/B

MEMORANDUM OF AGREEMENT made in quadruplicate this 12th day of May 1950.

by and between

THE BRITISH AMERICAN OIL COMPANY LIMITED herein acting with respect only to its Outremont Plant and Montreal East Garage hereinafter referred to as the Company.

and

THE BRITISH AMERICAN OIL EMPLOYEES BARGAINING ORGANIZATION OF Outremont and Montreal East Garage hereinafter referred to as the Organization.

We, the undersigned, certify this to be a true copy of the Agreement entered into between The British American Oil Co. Ltd and The British American Oil Bargaining Organization of Outremont and Montreal East Garage.

Austin Ball.
President.

Albert Hunnault.
Secretary Treasurer.

19/2398

ARTICLE 1. RECOGNITION.

- A. The Company recognizes The Negotiating Committee as the sole collective bargaining agency for all employees of The Company at Outremont Plant and Montreal East Garage except Office employees, Foremen, Firemen, Watchmen and Janitors and agrees that the duly elected negotiating committee, provided that the members thereof are covered by this Agreement and have at least ninety (90) days continuous service, shall be the sole bargaining committee with respect to rates of pay, hours of work, and other working conditions.
- b Nothing in this Agreement shall limit the Company in the exercise of its function of management, under which it will have, among other things, the right to hire new employees and to direct the working force including the promotion and demotion of employees; to discipline, suspend, discharge for cause, transfer or lay off employees because of lack of work; require employees to observe Company rules and regulations not inconsistent with the provisions of this Agreement, to decide on the methods and schedules of operation, provided that the Company will not use its function of management for the purpose of any improper discrimination against any employee.
- C. It is agreed that this enumeration shall not be deemed to exclude other functions of management not enumerated.

ARTICLE 2. FREEDOM OF EMPLOYEE ACTION.

- A. Members of the committee shall be free to discharge their duties without fear that their relations with the Company may be affected in any way. Any other employee serving on a sub-committee of the committee, or appearing before the committee or one of its sub-committees, shall likewise be free to act without fear that his relations with the Company be affected in any way.
- B. An employee shall not leave his working place to attend to committee business until he has secured the permission of his Superintendent or Branch Manager.-

ARTICLE 3. WAGES.

- A. The Company agrees to pay, and the Organization agrees to accept during the life of this Agreement, the Schedule of wages as noted in Appendix "A" attached to and forming part of this Agreement.
- B. It is understood that this shall include the right of the Company to adjust individual wage rates to conform with the rates shown in the Wage Appendix "A".-
- C. An employee who, for the convenience of the Company, is temporarily transferred to a Job Classification paying a different rate shall:
- (1) Retain his normal rate should it be greater than the established rate for the job to which he was transferred:-
 - (2) If transferred to a job paying a higher rate, shall receive the **higher** rate attaching to the job after a period of two weeks, and providing that the employee continues in that position, except as provided in Article 6 (e)-

ARTICLE 4. HOURS OF WORK.

- A. The regular or normal workin week shall average forty-(40) hours, spread over five (5) working days, or less if required by management, except for Janitors, Night Watchmen and Firemen who may be required to work forty-eight (48) hours.
- B. The first four (4) hours of overtime provided that such overtime occurs on any of the five (5) working days, shall be paid for at straight time rates. Overtime in excess of forty-four (44) hours, and any overtime occurring on the sixth or seventh day of any work week, shall be paid at the rate of time and one half.
- C. In order to establish the "hourly rate" of an employee who is paid on a monthly basis (so that his overtime earnings may be systematically calculated) his monthly salary shall be divided by 173, regardless of the number of days or working days in the calendar month under consideration.
- D. An employee who is regularly scheduled to work on Saturdays or Sundays will receive straight time, but his first and second days of rest will be treated like Saturdays and Sundays (as in B above) for purposes of overtime.
- E. If an employee is required to work on a Holiday as defined in this Agreement, he willbe paid at his normal rate of pay for the time worked, plus one day's normal pay for the Holiday.
- F. The Company agrees that only such employees as it deems necessary to properly operate its business, shall be required to work on Saturdays, Sundays and Holidays.
- G. An employee called in by the Company to perform work not continuous with his regular working period, shall be paid for a minimum of four (4) hours at his regular basic hourly rate, or at time and one half for the time worked whichever is the greater.
- H. Regardless of the number of hours overtime worked during any working week, the Company agrees not to suspend or lay off an employee to avoid payment of overtime.-
- I. Under no combination of circumstances will more than double time be paid, except as in Section 4 G.-

ARTICLE 5. HOLIDAYS.

A. The following holidays will be observed, and all employees shall be entitled to receive same with normal pay, provided that such holidays fall on a scheduled working day and that the employee is not required to work on that day:-

CHRISTMAS DAY
NEW YEAR'S DAY
GOOD FRIDAY
MAY 24TH
DOMINION DAY
LABOUR DAY
THANKSGIVING DAY.

and, in addition one civic holiday to be declared by the Company during the year.

B. When a statutory holiday, which is observed by the Company, falls on a working day during an employee's vacation period such employee will be given an additional day's holiday in lieu thereof. This additional day is to be taken at a time approved by the Department Manager.

ARTICLE 6. VACATIONS.

The Company agrees to give vacations with pay under the following conditions:-

- (a) The Company agrees to give vacations with pay pursuant to the regulations contained in Ordinance No. 3 " Annual vacation with pay " Sept 1946 of the Province of Quebec.

and any regulations made thereunder and as from time to time amended.
- (b) After an employee has served the Company for one continuous year he becomes eligible for two weeks' vacation with a vacation allowance equal to two weeks' normal pay.
- (c) An employee may express his preference for the time of his vacation and due consideration will be given, and where possible, his wishes will be granted, but vacations must be taken at times most conducive to the efficient operation and maintenance of the Branch, and as scheduled by the Company.
- (d) Vacations are not cumulative. Vacations cannot be substituted or exchanged without the permission of the Company, nor can they be waived in order to draw double pay.
- (e) When an employee substitutes in order to allow another employee to have an annual vacation, he will then work in any such job classification at his regular normal rate of pay.-

ARTICLE 7. SENIORITY AND PROMOTION.

- A. Every employee shall accumulate seniority rights from the date of his employment by the British American Oil Company Limited regardless of location, but his seniority rights may be exercised only within that unit of the Company's business covered by this Agreement.

Any employee shall have the right to establish his seniority standing by consultation with the Foreman and in the event of disagreement it shall be a discussable grievance and dealt with as provided for in Article 10.

During the first three (3) months of employment by the Company, no seniority rights shall exist for any employee.

Any employee who is promoted to a job classification not covered by this Agreement shall continue to accumulate seniority while so employed.

Such person if released from excepted employment may, within thirty (30) days of such release exercise his seniority, rights to any job classification which he is qualified to fill.

Seniority shall continue to accrue to an employee on authorized leave of absence with or without pay.

- B. Vacancies in regular/^{job}classifications shall be bulletined within three (3) days of such vacancies occurring. Vacancies in new job classifications of indefinite duration need not be bulletined until the expiration of thirty (30) days from the date created.

The bulletin will give a general job description, salary range or rate, and shall be posted on the bulletin board.

Any employee desiring such position shall, within the three (3) day period, sign the application slip and give it to his Foreman.

Appointments shall be made by the Company according to the merit of the applicants but when merit is considered to be equal the employee with the greatest seniority shall be promoted to the vacant job.

Vacancies may be filled by the Company temporarily pending the assignment of the successful applicant. Any such assignment that in the opinion of the Organization is unjust shall constitute a discussable grievance.

In the event of a reduction in the workingforce, or a lay-off merit shall govern, but where merit, is equal the employee with the greatest seniority shall be retained over another employee.

Similarly, the senior employee shall be the first to be rehired.-

ARTICLE 8. SAFETY AND HEALTH.

The Company will continue to make reasonable provision for the safety and health of its employees during the hours of their employment. Such protective devices as the Company requires to be worn, and such other equipment as is, in the opinion of the Company necessary to protect the employee from injury or illness (except safety shoes shall be provided by the Company.-

The Company agrees to provide and maintain a lunchroom, lockers, and reasonable washroom and sanitary facilities. The Organization agrees that it will cooperate fully with the Company in the maintenance and cleanliness of these facilities.

The Company will provide adequate first-aid facilities and medical supplies in accessible parts of the plant and will encourage and foster qualified first-aid instruction for the employees.

The Organization agrees to provide full moral support in the safety and health campaigns that will be a continuous part of the relations between the Company and their employees.-

ARTICLE 9. UNIFORMS.

If an employee is required by the Company to wear certain articles of clothing while on the job, such articles shall be furnished in the first instance by the employee out of his own money. After one year a refund of 50% of the cost shall be made by the Company. The Company reserves the right to limit the number of articles of clothing purchased on this basis.

ARTICLE 10. SETTLEMENT OF DISPUTES AND GRIEVANCES.

A. The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. A grievance procedure is provided as a means of orderly settlement of grievances on matters covered by the terms of this Agreement.-

B. Any employee with a complaint may discuss the complaint with his Foreman. If a settlement satisfactory to the employee is not reached then the grievance procedure outlined below may be followed:

Step 1. The employee with a Representative of the Organization of his own choosing shall present his grievance in writing to the Warehouse Superintendent who shall render his decision within the next four (4) regular working days. If the grievance is not satisfactorily settled at this stage.-

Step 2. The employee with a Committee of the Organization shall meet with the Manager and attempt to settle the grievance. The Manager will keep a written record of the proceedings and of the pertinent statements of the aggrieved employee and his immediate supervisor, all of which shall be signed by those concerned.

NOTE: Notwithstanding any of the foregoing procedures outlined, any employee may carry his grievance direct to his Superintendent and from there to Management if necessary, without a Representative of his Organization.-

If a satisfactory solution is not found, the grievance provided that it involves only an alleged violation or misinterpretation of the provisions of this Agreement, shall go to Arbitration.

Arbitration: The Arbitration procedure may be invoked only at the written request of either party hereto,

The Board of Arbitration will consist of one person appointed by the Company, one person appointed by the Organization, and a third person to act as Chairman chosen by the other two members of the Board.

Should the person chosen by the Company to act on the Board and the person chosen by the organization fail to agree on a third person within seven days of their appointment to the board, then the Minister of Labour of the Province of Quebec will be asked to nominate a Judge of the Supreme Court of the Province of Quebec, to act as chairman.

The decision of a majority of the Board of Arbitration constituted in the above manner shall be binding on both parties.

(Cont'd.)

ARTICLE 10. SETTLEMENT OF DISPUTES AND GRIEVANCES.

Arbitration: Continued.....

The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute new provisions for existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.-

Each of the parties hereto will bear the expenses of the Arbitrator appointed by it, and the parties will jointly bear the expenses of the Chairman.-

ARTICLE 11. STRIKES AND LOCKOUTS.

There shall be no lockout by the Company, or strike slowdown sidown or suspension of work, either complete or partial by employees during the life of this Agreement.

ARTICLE 12 DURATION.

This Agreement shall remain in force from May 1st, 1950. until April 30th, 1951 and from year to year thereafter unless during any such year notice of amendment or termination is given by either party not less than thirty (30) but not more than sixty (60) days before its expiry date.

EXECUTED AT MONTREAL this 12th day of May 1950.

For the Divisional Warehouse employees mutual relationship committee of The British American Oil Co. Ltd. at Outremont plant and Montreal East garage.

C.R. Doody

Austin Ball

Witness

Chairman.
Bargaining Committee.

For the British American Oil Company Limited.

C.R. Doody

W.H. Punk.

Witness.

For the British American Oil.
Company Limited.-

APPENDIX "A"

Schedule of Base Rates for Classifications Listed Below.

EMPLOYEES, OUTREMONT PLANT QUEBEC.

<u>Classification.</u>	<u>Grades.</u>	<u>Basic.</u> <u>Monthly Rate.</u>
Mechanics (Motor)	1st Class	\$ 215.00
	2nd Class	195.00
	3rd Class	180.00
Mechanic's Helpers (Motor)	1st Class	160.00
	2nd Class	155.00
Mechanics (Pump , Painters, Carpenters, Electricians Plumbers.	1st Class	215.00
	2nd Class	195.00
	3rd Class	180.00
Helpers	1st Class	160.00
	2nd Class	155.00
Shippers and Receivers	Merit - Range	\$165.00 \$200.00
Tankwagon Salesmen, Stake truck Drivers	1st Class	200.00
	2nd Class	185.00
	3rd Class	170.00
Utility Warehousemen, Grease Packers Canners Drum Service Truck Washers. Maintenance.	1st Class	185.00
	2nd Class	175.00
	3rd Class	165.00
General Warehousemen	1st Class	160.00

COST OF LIVING \$10.00 per month ADDED
TO EACH RATE.

SUPPLEMENTARY AGREEMENT

BETWEEN:

The British American Oil Employees' Bargaining Organization of Outremont and Montreal East Garage, hereinafter referred to as the Organization.

AND:

The British American Oil Company Limited herein acting with respect only to its Outremont Plant and Montreal East Garage, hereinafter referred to as the Company.

It is mutually agreed to re-open the existing Bargaining Agreement in reference to the Wage Schedule and the present Cost of Living Allowance being paid.

Therefore, as of June 1st, 1950, the Cost of Living Allowance of \$10.00 per month will be discontinued, and an equal amount (10.00 per month) will be incorporated into and added to the basic wage rates, which increase in basic rates will remain in effect until the expiration of the contract.

FOR THE ORGANIZATION -

WITNESS: C.R. DOODY

SIGNED BY: AUSTIN HALL

PRESIDENT

19/2398a

FOR THE COMPANY -

June 5 -1950 WITNESS: C.R. DOODY
MONTREAL

SIGNED BY: (unreadable)
19/2398A

APPENDIX ' A '

Schedule of Base Rates for Classifications Listed Below

EMPLOYEES OUTREMONT PLANT, QUEBEC

<u>Classification</u>	<u>Grades</u>	<u>Basic Monthly Rate</u>
Mechanics (Motor)	1st Class	\$225.00
	2nd Class	\$205.00
	3rd Class	\$190.00
Mechanic's Helpers (Motor)	1st Class	\$170.00
	2nd Class	\$165.00
Mechanics (Pump), Painters, Carpenters, Electricians Plumbers	1st Class	\$225.00
	2nd Class	\$205.00
	3rd Class	\$190.00
Helpers	1st Class	\$170.00
	2nd Class	\$165.00
Shippers and Receivers	Merit-Range	\$175.00 - \$210.00
Tankwagon Salesmen, State Truck Drivers	1st Class	\$210.00
	2nd Class	\$195.00
	3rd Class	\$180.00
Utility Warehousemen, Grease Packers, Canners, Drum Service, Truck Washers, Maintenance.	1st Class	\$195.00
	2nd Class	\$185.00
	3rd Class	\$175.00
General Warehousemen	1st Class	\$170.00

CRD/mc
June 29/50

THE BRITISH AMERICAN OIL COMPANY LIMITED.

MONTREAL EAST, November 24, 1949,

The Secretary,

The British American Oil Company
Employees' Collective Bargaining Organization,
Montreal East Refinery,

MONTREAL EAST, 5, P.Q.

Dear Sir:

As a result of our meeting on Tuesday, November 22nd it was agreed that a Cost of Living Allowance of five cents (0.05¢) per hour would be paid to hourly paid employees, effective as of November 15th, on the basis of their normal hours of work. This means that this allowance of five cents (.05¢) per hour will not be paid on premium time nor on more than forty hours (40) per week. If a man works less than forty hours (40), the allowance will be paid on the number of hours worked.

In consideration of the above, it was also agreed that from Article 6 Wages, Page 7, Paragraph 1, the reopening clause of March 1, 1950 would be abandoned.

Yours very truly,

The BRITISH AMERICAN OIL COMPANY Limited.

R. F. A. SMITH,
Refinery Manager.

RFAS:HS.

19/2174^a

MEMORANDUM OF

MEMORANDUM OF

MONTREAL EAST REFINERY :

BARGAINING AGREEMENT

19/2/74

MEMORANDUM OF AGREEMENT

AGREEMENT BETWEEN

The BRITISH AMERICAN OIL COMPANY Limited,
(hereinafter called the "COMPANY")

OF THE FIRST PART:

ET:

The BRITISH AMERICAN OIL MONTREAL EAST REFINERY EMPLOYEES'
COLLECTIVE BARGAINING ORGANIZATION,
(hereinafter called the "ORGANIZATION")

OF THE SECOND PART:

ARTICLE 1 RECOGNITION:

The Company recognizes the British American Oil Montreal East Refinery Employees' Collective Bargaining Organization as the sole collective bargaining agents for all employees of the Company as defined in Article 3 and agrees that the duly elected council, of the Bargaining Organization, shall be the sole bargaining agent with respect to rates of pay, hours of work and other working conditions of the Company's employees, covered by this Agreement.

ARTICLE 2 RESERVATION OF MANAGEMENT'S RIGHTS AND
FREEDOM OF EMPLOYEES' ACTION.

Nothing in this Agreement shall limit the Company in the exercise of its function of management under which it shall have, among others, the right to hire new employees and to direct the working force (including the promotion and demotion of employees) to discipline, suspend, discharge for cause, transfer or lay off employees because of lack of work, require employees to observe Company rules and regulations not inconsistent with the provisions of this Agreement, to decide the number and locations of its plants, products to be manufactured, and methods and schedules of production including the means and processes of manufacturing provided that the Company will not use its function of management for the purpose of any improper discrimination against any member of the Organization. It is agreed that these enumerations shall not be deemed to exclude other functions of management not enumerated.

ARTICLE 3 DEFINITION:

1. The term "employees" as used in this Agreement includes all hourly paid employees, except foreman and employees under 16 years of age, at the Montreal East Refinery.

2. The term "council" as used herein shall mean the elected body of the Organization which is specifically authorized to negotiate, enter into and sign and administer collective bargaining agreements on behalf of the Organization.

ARTICLE 4 AUTHORIZATION:

This Agreement is negotiated by and signed by the President, Secretary and members of the Council of the Organization which has been duly elected and authorized to act on behalf of the Organization.

ARTICLE 5 DURATION OF AGREEMENT:

This Agreement shall remain in force for a period of one year from the effective date hereof and shall be renewed automatically from year to year thereafter unless notice of termination, in writing, is given by either party not less than thirty days nor more than sixty days prior to its expiration date.

ARTICLE 6 - WAGES:

1. The Company agrees to pay and the Organization agrees to accept, the wages set forth in the wage appendix to this Agreement. It is understood that wage negotiations may be reopened once during the life of this Agreement after March 1st, 1950.
2. It is agreed that hourly rates set forth apply to the various positions or jobs and not to the individuals performing the work. The employees occupying the various positions will receive the rate of pay applicable to the position, except as noted in Article 10 (5).
3. For the purpose of this Agreement, a "Temporary employee", is one with less than three months (3) service.

ARTICLE 7 - HOURS OF WORK:

The regular working hours of the Company shall be an average of forty (40) hours per week and, accordance with the following schedules:

- 1) For all employees, (excepting employees working on Tank Car Loading Rack, Asphalt Drumming Plant, and Laboratory employees assigned to Tank Car Testing), working days only:

From Monday to Friday inclusive 8:00 A.M. to 12:00 noon and 12:45 P.M. to 4:45 P.M..

- 2) For all employees on Shift Work:

From 7:30 A.M. to 3:30 P.M.
From 3:30 P.M. to 11:30 P.M.
From 11:30 P.M. to 7:30 A.M.

- 3) Employees working on Tank Car Loading Rack , Asphalt Drumming Plant, and in the Laboratory on Tank Car Testing, may be assigned to work as in (1) or on a schedule of forty (40) hours per week in any other five (5) days. Consecutive days off will be given where possible.

ARTICLE 8 - OVERTIME:

1. All work over the regular daily schedule of hours herein set forth shall be treated as overtime and paid at the rate of time and one-half except as herein-after provided .
 - a) A Shift worker having two consecutive days rest will be paid at the rate of time and one-half for the first day and double time for the second day if he is required to work on these occasions.
 - b) A Shift worker having two consecutive days rest and takes his first day off and then is called on the second day will be paid double time.
 - c) A Shift worker who is obliged to work on any of the nine holidays enumerated in Article 9, shall be paid at the rate of double time.
 - d) A day worker, who is required to work on Saturdays will be paid at the rate of time and one-half. A day worker , who is required to work on Sundays and enumerated holidays will be paid at the rate of double time.

ARTICLE 8 - OVERTIME:(cont'd)

1. e) A day worker who is regularly scheduled to work on Saturdays and Sundays will receive straight time but his first and second days of rest will be treated like Saturday and Sunday (as in (d) above) for the purposes of overtime.
2. Employees notified or called back to perform work not continuous with before or after the regular work period shall be paid for a minimum of two hours at the rate of this and one-half.
- 3) Regardless of the number of hours worked during any week, the Company agrees that they will not suspend or lay off any employees because of extra hours of overtime completed in the week.
4. Day workers when requested to work on shift will be paid straight time except as follows:
 - a) A day worker who reports for a normal day's work and is sent home to return and work a shift later in the day will be paid at the rate of time and one-half for the second period of work.

ARTICLE 8 - OVERTIME: (cont'd)

4. b) If a day worker is advised in advance to report on shift he will be paid straight time for eight hours and time and one-half thereafter,
5. When an employee is required to work a double shift or long hours of overtime without advance notice the Company will supply the employee with lunch.
6. The refinery day shall be considered as a period of twenty-four (24) hours starting at 7:30 A.M. for shift workers and at 8:00 A.M. for day workers on any calendar day.
7. Insofar as possible employees shall not be required to work overtime.
8. Under no combination of circumstances will more than double time be paid.

ARTICLE 9 - HOLIDAYS:

1. The following days shall be observed as holidays, without deduction of pay therefore, New Year's Day, Good Friday, Victoria Day, St. Jean Baptiste, Dominion Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day.
2. Observance of the above holidays may be made on days other than the calendar date for all employees except shift workers when so proclaimed by the Dominion, Provincial or Civic Authority.
3. The Company agrees that only such employees as are, in the judgement of the Management, necessary to perform the business of the Company shall be required to work Saturdays, Sundays and Holidays.

ARTICLE 10 - VACATIONS WITH PAY:

1. The Company agrees to give vacations with pay in accordance with Ordinance No.3/ revised of the Minimum Wage Commission of the Province of Quebec. The Company also agrees to give employees who have completed two consecutive years of service prior to May 1st of any year, two weeks vacation each year with pay. The Company further agrees to give employees who have completed fifteen consecutive years of service, prior to May 1st of any year three weeks vacation with pay,
2. Wages for the vacation period will be payable in advance.
3. Wages paid for all employees having less than two years continuous service as of May 1st in any year will be in accordance with the provisions of Ordinance No 3.
4. For employees with more than two years continuous service as of May 1st in any year, vacation pay, will be equivalent to the number of hours of vacation to which an employee is entitled at his normal rate of pay. If an employee works in job classifications where he is paid at two or more hourly rates, he will be paid for his vacation time, at the weighted average of the regular hourly rates for the positions in which he has worked in the preceding four weeks.

ARTICLE 10 - VACATIONS WITH PAY: (con'd)

5. An employee who substitutes in order to allow another employee to have a vacation will work in any such position at his regular hourly rate for a period of ten working days. After that period he will be paid at the rate for the job providing no reduction of rate is involved.

ARTICLE 11 - PROMOTIONS AND TRANSFERS:

1. When making transfers or promotions, it is agreed that ability, competence and efficiency shall be the governing factors, but in a case where two or more employees are of equal skill, competence and efficiency, preference shall be given to the employee with the longest term of continuous service with the Company.
2. Employees whose positions are abolished shall be transferred to other positions and given preference over employees with less seniority provided they have the ability, competence, and efficiency to perform the duties of such other position.
3. In reducing forces, seniority shall be given due consideration and, in case of two employees with equal length of service with the Company the married man will be given preference.
4. Any new positions or vacancies involving a permanent transfer or promotion will be bulletined in conspicuous places throughout the refinery for a period of at least four days before transfers or appointments are made.

ARTICLE 11 - PROMOTIONS AND TRANSFERS: (Cont'd)

5. Any employee may make application to the Manager through his foreman for the said positions and due consideration will be given to all applications before appointments are made. Applications will be made in triplicate and signed by the applicant and his foreman. The original form will be forwarded to the Manager, one copy will be retained by the applicant, and one copy forwarded to the Secretary of the Organization. The name of the permanent appointee will be posted on the Bulletin Board immediately after the appointment is made. Notice of temporary transfers or appointments will not be placed on the Bulletin Board.
6. A Temporary appointment to any position shall not exceed fifteen days duration without notice of the temporary vacancy being bulletined. Temporary appointees will be selected as in Article 11, Paragraph 5, for temporary appointments of more than fifteen days duration.
7. In case any employee is of the opinion that the Company has erred in making transfers or promotions, the employee may bring his opinion to the attention of Management through the Organization Council.

ARTICLE 11 - PROMOTIONS AND TRANSFERS: (cont'd)

8. Employees may be assigned to positions for training purposes for temporary periods providing no other employee suffers a reduction in rate of pay.

ARTICLE 12 - SAFETY AND HEALTH:

1. The Company shall make reasonable provision for the safety and health of the employee during the hours of their employment and provide protective devices and other equipment being necessary to protect employees properly from injury.

2. The Company agrees to provide and maintain lunchroom, lockers, and reasonable washroom and sanitary facilities.

3. The organization agrees that it will cooperate fully with the Company in the maintenance of this service .

4. The Company shall provide adequate First Aid facilities and medical supplies in easily accessible parts of the plant, and the Company shall also encourage and foster qualified First Aid instruction for the employees.

ARTICLE 13. - ADJUSTMENTS OF DISPUTES AND GRIEVANCES:

1. The Company and the Organization both agree that the settlement of any dispute or grievance arising under the terms of this Agreement should, as far as possible, be adjusted between the Company's representative and the Council and that no recourse shall be had to a Court of law. Accordingly the parties agree, when desired, to afford to the other, the opportunity to consult on any subject covered by this Agreement.

2. If an employee believes that he has been unjustly dealt with or that any of the provisions of the Agreement affecting him have not been complied with, the grievance procedure shall be as follows:
 - a) Any grievance, whether affecting one or more employees, shall be submitted in the first instance, by the employee or employees concerned to the Foreman in charge. If desired, a representative of the Council may accompany him or them.

ARTICLE 13 - ADJUSTMENTS OF DISPUTES AND GRIEVANCES: (cont'd)

- b) Failing satisfactory solution of the grievance, the employee, accompanied by a representative of the Council, shall submit the grievance to the next superior representative of the Company, and failing satisfactory solution then through the proper channels of responsibility, to the Manager of the Refinery.
- c) If the matter reaches the Manager, he will keep a proper record of the case submitted for his decision, including a statement of the employee and the foreman, the decision of the Manager, and whether the decision was agreed to by the employee and the foreman. The written record of these proceedings and of the decision shall be forwarded by the Manager to the Secretary of the Council.
- d) If the decision reached by the Manager is unsatisfactory to the Council, the Council may request a meeting with the representatives of the Company. It is the declared intention that grievances arising out of the terms of this Agreement shall follow the procedure herein set forth before the same shall be referred to or considered by the Council.

ARTICLE 13 - ADJUSTMENTS OF DISPUTES AND GRIEVANCES:(cont'd)

- E) No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- F) If still unsatisfactory , either party may submit the grievance to the Board of Arbitration as hereinafter set up.
3. A) The Board of Arbitration shall consist of two people - one selected by the Company and the other by the Council. In the event the Board thus constituted cannot arrive at an understanding on the question before, it, a third member shall be agreed upon by the Board.
- In the event of failure to agree upon the third person, a Judge of the Superior Court of the Province of Quebec shall be asked to act as, or in his discretion appoint such third person to act as Chairman of the Board.

ARTICLE 23 - ADJUSTEMENTS OF DISPUTES AND GRIEVANCES: (cont'd)

b) The Chairman shall be entitled to vote and the majority vote of the Board as thus constituted shall be final and binding on the parties hereto. The expenses of the third member of the Board in connection with such arbitration shall be paid by the party against whom the decision was made.

c) The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter or modify or amend any portion of this Agreement.

ARTICLE 24 - STRIKES AND LOCKOUTS:

There shall be no lockout by the Company ,
or strike, walkout, sit-down or suspension of work either
complete or partial by the employees during the life of
this Agreement.

ARTICLE 15 - MEETINGS:

1. The Company shall provide for the Organization, a suitable place for General and Council meetings on the refinery property, however, it is understood that any meetings held at the refinery during working hours will be with the approval of the Manager.

2. The Company agrees to pay the Council members at their regular hourly rates for all time spent at meetings with Management.

ARTICLE 16 - CHANGES IN OFFICERS AND MEMBERS OF COUNCIL:

1. The organization agrees to advise the Company of any changes in membership of the Council, or of the Officers of the Organization during the term of this Agreement.

ARTICLE 17.

The Company agrees to deduct the monthly dues of the organization from the wages of each member on a voluntary revocable basis. Each member who desires such a deduction shall furnish the Company with a signed authorization on the form as described in Appendix 1. Members at any time may revoke the authorization to deduct dues by giving written notice to the Company.

The amount of all such deductions will be sent monthly to the treasurer of the Montreal East Refinery Collective Bargaining Organization. Deductions will be made from the employees' first pay in each calendar month.

WAGE APPENDIX:

<u>CLASSIFICATION:</u>	<u>NEW RATE:</u>
<u>MAINTENANCE:</u>	
Journeyman Pipefitter	1.42 per hour
Improver Pipefitter	1.27
Helper Pipefitter	1.18
Journeyman Machinist	1.42
Improver Machinist	1.27
Helper Machinist	1.18
Journeyman Electrician	1.42
Improver Electrician	1.27
Helper Electrician	1.18
Instrument Man 1st.	1.42
Instrument Man 2nd.	1.27
Instrument Man 3rd.	1.18
Crane Operators	1.42
Insulator 1st.	1.27
Insulator 2nd.	1.18
Insulator 3rd.	1.04
Painter	1.27
Blacksmith	1.42
Tank Car Repairman	1.32
Journeyman Helper	1.42
Improver Welder	1.27
Helper Welder	1.18
Carpenter	1.32
Bulldozer Operator	1.27
Asst. Stores Supervisor	1.18
Storekeeper	1.12
<u>YARDMEN:</u>	
Janitor	.99
Watchman	.92
Watchman Sgt.	.99
Labor - (After 6 months service)	.99
- " 3 " "	.92
- Temporary " "	.82
Utility Man	1.04

THE BRITISH AMERICAN OIL COMPANY LIMITED
MONTREAL EAST RAFINERY

WAGE APPENDIX:

<u>CLASSIFICATION:</u>	<u>NEW RATE:</u>
<u>TOPPING AND CRACKING:</u>	
Operator	1.54 per hour
Operator Helper	1.42
1st. Controlman	1.35
2nd. Controlman	1.24
Comp. Plant Oper.	1.29
Houseman	1.18
Rerun Operator	1.42
Treating Plant Oper.	1.32
Handyman	1.04
<u>ASPHALT PLANT OPERATORS:</u>	
Oxid. Still Operator	1.42
Oxid Still Operator Helper	1.29
Barrel House - Reg.	1.04
Barrel House - Temp.	.99
<u>BOILER HOUSE OPERATORS:</u>	
Boiler Engineer	
2nd. Class 1/C Shift	1.46
Fireman	1.24
Oiler	1.04
<u>PUMPING AND LOADING STAFF:</u>	
Pumpman 1st.	1.42
Pumpman 2nd.	1.27
Pumpman 3rd.	1.18
Head Loader	1.42
Day Loader	1.18
Shift Loader	1.18
Handyman	1.04
Dockman	1.32
Dockman Helper	1.04
<u>LABORATORY ASSTS:</u>	
Laboratory 1st.	.99
Laboratory 2nd.	.91
Laboratory 3rd.	.87
Laboratory 4th.	.83
Technician Sr. Gr. 1	1.42
Technician Sr. Gr. 2	1.32
Technician Jr. Gr. 1	1.24
Technician Jr. Gr. 2	1.15
Technician Jr. Gr. 3	1.04

THE BRITISH AMERICAN OIL COMPANY LIMITED
MONTREAL EAST RAFINERY

WAGE APPENDIX:

<u>Classification:</u>	<u>New Rate:</u>
<u>TOPPING AND DECARBONIZING:</u>	
Operator	1.46
Controlman	1.35
Housemen	1.18
Handyman	1.04
<u>CATALYTIC CRACKING:</u>	
Operator	1.54
1st Controlman	1.46
2nd Controlman	1.42
3rd Controlman	1.35
1st Helper	1.35
2nd Helper	1.29
3rd Helper	1.18
Compressor Operator	1.29
<u>GENERAL:</u>	
Trainee	.99

WAGE APPENDIX:

A shift differential will be paid all workers assigned to the following shifts. Three (3) cents per hour will be paid for the shift 3:30 p.m. to 11:30 p.m. and six (6) cents per hour for the shift 11:30 p.m. to 7:30 a.m. No overtime will be paid on the shift differential.

The shift differential will not be paid for any shift not worked.

EXECUTED AT MONTREAL EAST, QUEBEC THIS DAY OF Sept. 20th. 1949

APPROVED AND SIGNED ON BEHALF OF THE BRITISH AMERICAN OIL MONTREAL
EAST REFINERY EMPLOYEES' COLLECTIVE BARGAINING ORGANIZATION:

ROLAND BEAULNE
President.

ERNEST JUNIP
Secretary.

LOUIS LEMIEUX

L. BEAUDIN

R. ARSENAULT

J. HARTLEY

GERARD D. BELLEFEUILLE

APPROVED AND SIGNED ON BEHALF OF THE BRITISH AMERICAN OIL COMPANY
LIMITED:

R.T. SMITH
Refinery Manager

J.A. McHARDY

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LABOR AGREEMENT

between

THE BRITISH AMERICAN OIL COMPANY LIMITED

and

EMPLOYEES MUTUAL RELATIONSHIP COMMITTEE

Outremont, Plant, Quebec.

Effective, May 1st, 1948.

19/1769

MEMORANDUM OF AGREEMENT, made in quadruplicate this First day
of May 1948

by and between

THE BRITISH AMERICAN OIL COMPANY LIMITED herein acting with respect only
to its Outremont (Que) Plant hereinafter referred to as the Company,

and

THE BRITISH AMERICAN OIL EMPLOYEES BARGAINING ORGANIZATION of Outremont, Que.
hereinafter referred to as the Organization.

Article 1. RECOGNITION

The Company recognizes the Negotiating Committee, constituted and functioning under the constitution as the sole collective bargaining agency for all employees of the Company at Outremont(Que) Plant except Office employees, Foremen, Firemen and Watchmen, and agrees that the duly elected negotiating committee, provided that the members thereof are covered by this Agreement and have at least ninety (90) days continuous service, shall be the sole bargaining committee with respect to rates of pay, hours of work, and other working conditions.

Nothing in this Agreement shall limit the Company in the exercise of its function of management, under which it will have among other things, the right to hire new employees and to direct the working force including the promotion and demotion of employees ; to discipline, suspend, discharge, for cause, transfer or lay off employees because of lack of work ; require employees to observe Company rules and regulations not inconsistent with the provisions of this Agreement ; to decide on the methods and schedules of operation, provided that the Company will not use its function of management for the purpose of any improper discrimination against any employee.

It is agreed that this enumeration shall not be deemed to exclude other functions of management not enumerated.

Article 2. FREEDOM OF EMPLOYEE ACTION

Members of the committee shall be free to discharge their duties without fear that their relations with the Company may be affected in any way. Any other employee serving on a sub-committee of the committee or appearing before the committee or one of its sub-committees shall likewise be free to act without fear that his relations with the Company may be affected in any way.

An employee shall not leave his working place to attend to committee business until he has secured the permission of his Superintendent or Branch Manager.

ARTICLE 3. WAGES

The Company agrees to pay, and the Organization agrees to accept, during the life of this Agreement, the Schedule of Wages attached to and forming part of this Agreement.

It is understood that this shall include the right of the Company to adjust individual wage rates to conform with the rates shown in the Wage Schedule.

An employee who, for the convenience of the Company, is temporarily transferred to a job classification paying a different rate shall :-

- (a) Retain his normal rate should it be greater than the established rate for the job to which he was transferred :
- (b) If transferred to a job paying a higher rate shall receive the higher rate attaching to the job after a period of two weeks and providing the employee continues in that position, except as provided in Article 6 (d).

ARTICLE 4. HOURS OF WORK

The regular or normal week shall average forty (40) hours except Janitors, Night Watchmen and Firemen who may be required to work forty-eight (48) hours.

Working hours in excess of normal shall be paid for as follows :

The first four (4) hours of overtime shall be at straight time, and thereafter, in excess of forty-four (44) shall be paid at the rate of time and one half or at double time, according to the following rules :

In order to establish the "hourly rate " of an employee who is paid on a monthly basis (so that his overtime earnings may be systematically calculated (his monthly salary shall be divided by 173 regardless of the number of days or working days in the calendar month under consideration.

1. A Shift Worker having two consecutive days of rest will be paid at the rate of time and a half for the first day and double time for the second day, if he is required to work on these occasions.
2. A Shift Worker having two consecutive days of rest who takes his first day off and then is called in on the second day will be paid double time.
3. A Shift Worker who is obliged to work on any of the eight holidays shall be paid at the rate of double time.
4. A Day Worker who is required to work on Saturday will be paid at the rate of time and a half, and for Sundays and holidays worked he will be paid double time.
5. A Day Worker who is regularly scheduled to work on Saturdays or Sundays will receive straight time, but his first and second days of rest will be treated like Saturdays and Sundays (as in 4 above) for purposes of overtime.

The Company agrees that only such employees as it deems necessary to properly operate its business shall be required to work on Saturdays, Sundays and holidays.

An employee called in by the Company to perform work not continuous with his regular working period shall be paid for a minimum of four (4) hours at his regular basic hourly rate or at time and one half for the time worked, whichever is the greater.

Regardless of the number of hours overtime worked during any working week the Company agrees not to suspend or lay off an employee to avoid payment of overtime.

Under no combination of circumstances will more than double time be paid.

ARTICLE 5. HOLIDAYS

The following holidays will be observed, and an employee paid by the month shall be entitled to receive same with pay, provided that such holidays fall on a regular working day :-

CHRISTMAS DAY
NEW YEAR'S DAY
GOOD FRIDAY
MAY 24th
DOMINION DAY
LABOUR DAY
THANKSGIVING DAY

and, in addition, one civic holiday to be declared by the Company during the year.

When a statutory holiday, which is observed by the Company, falls on a working day during an employee's vacation period, such employee will be given an additional day's holiday in lieu thereof. This additional day is to be taken during the winter months at a time approved by the Department Manager.

ARTICLE 6. VACATIONS

The Company agrees to give vacations with pay under the following conditions :

- (a) The Company agrees to give vacations with pay in accordance with and pursuant to Ordinance No. 3 revised " Annual vacations with pay " September 1946 of the Province of Quebec, and any regulations made thereunder and as from time to time amended.
- (b) An employee may express his preference for the time of his vacation and due consideration will be given, and where possible, his wishes will be granted, but vacations must be taken at times most conducive to the efficient operation and maintenance of the Branch and as scheduled by the Company.
- (c) Vacations are not cumulative. Vacations cannot be substituted or exchanged without the permission of the Company.
- (d) When an employee substitutes in order to allow another employee to have an annual vacation, he will then work in any such job classification at his regular normal rate of pay.

ARTICLE 7.- SENIORITY AND PROMOTION

- A. Every employee shall accumulate seniority rights from the date of his employment by the British American Oil Company Limited regardless of location, but his seniority rights may be exercised only within that unit of the Company's business covered by this Agreement.

Any employee shall have the right to establish his seniority standing by consultation with the Foreman and in the event of disagreement it shall be a discussable grievance and dealt with as provided for in Article 10.

During the first six (6) months of employment by the Company no seniority rights shall exist for any employee.

Any employee who is promoted to a job classification not covered by this Agreement shall continue to accumulate seniority while so employed.

Such person, if released from excepted employment may, within thirty (30) days of such release, exercise his seniority rights to any job classification which he is qualified to fill.

Seniority shall continue to accrue to an employee on authorized leave of absence with or without pay.

- B. Vacancies in regular job classifications shall be bulletined within three (3) days of such vacancies occurring. Vacancies in new job classifications of indefinite duration need not be bulletined until the expiration of thirty (30) days from the date created.

The bulletin will give a general job description, salary range or rate, and shall be posted on the bulletin board.

Any employee desiring such position shall, within the three (3) days period, sign the application slip and give it to his Foreman.

Appointments shall be made by the Company according to the merit of the applicants but when merit is considered to be equal the employee with the greatest seniority shall be promoted to the vacant job.

Vacancies may be filled by the Company temporarily pending the assignment of the successful applicant. Any such assignment that in the opinion of the Organization is unjust shall constitute a discussable grievance and shall be dealt with as provided for in Article 10.

In the event of a reduction in the working force, or a lay off, merit shall govern ; but where merit is equal the employee with the greatest seniority shall be retained over another employee.

Similarly, the senior employee shall be the first to be rehired.

ARTICLE 8- SAFETY AND HEALTH

The Company will continue to make reasonable provision for the safety and health of its employees during the hours of their employment. Such protective devices and wearing apparel as the Company requires to be worn, and such other equipment as is, in the opinion of the Company necessary to protect the employee from injury, (except safety shoes) shall be provided by the Company.

The Company agrees to provide and maintain a lunchroom, lockers, and reasonable washroom and sanitary facilities. The Organization agrees that it will co-operate fully with the Company in the maintenance and cleanliness of these facilities.

The Company will provide adequate first-aid facilities and medical supplies in accessible parts of the plant and will encourage and foster qualified first-aid instruction for the employees.

The Organization agrees to provide full moral support in the safety and health campaigns that will be a continuous part of the relations between the Company and their employees.

ARTICLE 9. UNIFORMS

If an employee is required by the Company to wear certain articles of clothing while on the job, such articles shall be furnished in the first instance by the employee out his own money. After one year a refund of 50% of the cost shall be made by the Company.

ARTICLE 10 SETTLEMENT OF DISPUTES AND GRIEVANCES

- A. The parties to the Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. A grievance procedure is provided as a means of orderly settlement of grievances on matters covered by the terms of this Agreement.
- B. Any employee with a complaint may discuss the complaint with his Foreman. If a settlement satisfactory to the employee is not reached then the grievance procedure outlined below may be followed :

- Step 1. The Employee with a Representative of the Organization of his own choosing shall present his grievance in writing to the Warehouse Superintendent who shall render his decision within the next four (4) regular working days. If the grievance is not satisfactorily settled at this stage.
- Step .2. The employee with a Committee of the Organization shall meet with the Manager and attempt to settle the grievance. The Manager will keep a written record of the proceedings and of the pertinent statements of the aggrieved employee and his immediate supervisor, all of which shall be signed by those concerned.

NOTE : Notwithstanding any of the foregoing procedures outlined, any employee may carry his grievance directly to his Superintendent and from there to Management if necessary without a Representative of his Organization.

If a satisfactory solution is not found the grievance, provided that it involves only an alleged violation or misinterpretation of the provisions of this Agreement, shall go to Arbitration.

Arbitration : The Arbitration procedure may be invoked only at the written request of either party hereto.

The Board of Arbitration will consist of one person appointed by the Company, one person appointed by the Organization and a third person to act as Chairman chosen by the other two members of the Board.

Should the person chosen by the Company to act on the Board and the person chosen by the Organization fail to agree on a third person within seven days of their appointment to the Board, then the Minister of Labour of the Province of Quebec will be asked to nominate a Judge of the Superior Court of the Province of Quebec to act as Chairman.

The decision of a majority of the Board of Arbitration constituted in the above manner shall be binding on both parties.

(Cont'd)

ARTICLE 10.- SETTLEMENT OF DISPUTES AND GRIEVANCES

Arbitration : (Continued)

The Board of Arbitration shall not have any power to alter or change any of the provisions of this agreement or to substitute new provisions for existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

Each of the parties hereto will bear the expenses of the Arbitrator appointed by it, and the parties will jointly bear the expenses of the Chairman.

ARTICLE 11. STRIKES AND LOCKOUTS

There shall be no lockout by the Company or strike, slow-down, sitdown, or suspension of work, either complete or partial, by employees during the life of this agreement.

ARTICLE 12. DURATION

This Agreement shall remain in force from May 1st, 1948.
 until April 30th 1949.
 and from year to year thereafter unless, during any such
 year, notice of amendment or termination is given by
 either party not less than thirty (30) but not more than
 sixty (60) days before its expiry date.

EXECUTED AT Outremont, Quebec.

THIS Eighth

DAY OF APRIL

1948.

For the Divisional Warehouse Employees'
 Mutual Relationship Committee
 of the British American Oil Co.Ltd.
 at Outremont, Quebec.

A.R. Doody

Witness

Austin BellChairman
Bargaining Committee

For the British American Oil Company Limited

A.R. Doody

Witness

W.H. ?For the British American Oil
Company limited.

Wage Range for Marketing DepartmentEmployees- Outremont Plant

<u>Nature of Work Performed</u>		<u>B-A Basic Wage per Month</u>
Mechanics (Motor)	1st class	185.00
	2nd class	170.00
	3rd class	155.00
Mechanics Helpers(Motor)	1st class	145.00
	2nd class	140.00
Mechanics (Pump)	1st class	185.00
Painters, Carpenters and Electricians	2nd class	170.00
	3rd class	155.00
Helpers	1st class	145.00
	2nd class	140.00
Compounders & Blenders	1st class	175.00
	2nd class	165.00
	3rd class	155.00
Shippers & Receivers	Merit	155.00 to 175.00
Tank Wagon Salesmen and Stake Truck Drivers	1st class	175.00
	2nd class	160.00
	3rd class	150.00
Utility Warehousemen	1st class	165.00
Grease Packers, Canners	2nd class	155.00
Drum Service, Truck Washers	3rd class	145.00
Maintenance		
Warehouse- General		140.00

MEMORANDUM OF AGREEMENT

This AGREEMENT ENTERED into the first day of December 1947.

BETWEEN

THE BRITISH AMERICAN OIL COMPANY LIMITED,
(hereinafter called the "COMPANY")
OF THE FIRST PART

AND

THE BRITISH AMERICAN OIL MONTREAL EAST REFINERY EMPLOYEES'
COLLECTIVE BARGAINING ORGANIZATION,
(hereinafter called the "ORGANIZATION")
OF THE SECOND PART

19/1588

The Company recognizes the British American Oil Montreal East Refinery Employees' Collective Bargaining Organization as the sole collective bargaining agents for all employees of the Company as defined in Article 3 and agrees that the duly elected council, of the Bargaining Organization, shall be the sole bargaining agent with respect to rates of pay, hours of work and other working conditions of the Company's employees, covered by this Agreement,

ARTICLE 2 - RESERVATION OF MANAGEMENT'S RIGHTS AND FREEDOM OF
EMPLOYEES' ACTION

Nothing in this Agreement shall limit the Company in the exercise of its function of management under which it shall have, among others, the right to hire new employees and to direct the working force (including the promotion and demotion of employees) to discipline, suspend, discharge for cause, transfer or lay off employees because of lack of work, require employees to observe Company rules and regulations not inconsistent with the provisions of this Agreement, to decide the number and locations of its plants, products to be manufactured, and methods and schedules of production including the means and processes of manufacturing provided that the Company will not use its function of management for the purpose of any improper discrimination against any member of the Organization. It is agreed that these enumerations shall not be deemed to exclude other functions of management not enumerated.

ARTICLE 3 - DEFINITION:

1. The term "employees" as used in this Agreement includes all employees of the Company at the Montreal East Refinery of the Company, except the following:
 - (a) Officers and Officials of the Company in a supervisory or confidential capacity, and persons having authority to employ, discharge or discipline employees.

The Company will be willing to list for the Organization upon, request, those employees who are not covered by this Agreement,

2. The term "Council" as used herein, shall mean the elected body of the Organization which is specifically authorized to negotiate, enter into and sign and administer collective bargaining agreements on behalf of the Organization.

ARTICLE 4 - AUTHORIZATION:

This Agreement is negotiated by and signed by the President, Secretary and members of the Council of the Organization which has been duly elected and authorized to act on behalf of the Organization. The Organization has 150 duly qualified members, a list whereof is attached hereto,

ARTICLE 5 - DURATION OF AGREEMENT:

This Agreement shall remain in force from the first day of December 1947, until the first day of December 1948, and from year to year thereafter unless notice of termination, in writing, is given by either party not less than thirty days and not more than sixty days prior to its expiration date.

ARTICLE 6 - WAGES:

1. The Company agrees to pay and the Organization agrees to accept, during the life of this Agreement, the wages set forth in the wage appendix to this Agreement.
2. It is agreed that hourly rates set forth apply to the various positions or jobs and not to the individuals performing the work. The employees occupying the various positions will receive the rate of pay applicable to the position, except as noted in Article 10 (5)
3. For the purpose of this Agreement, a "Temporary Employee", is one with less than six months' service.

ARTICLE 7 - HOURS OF WORK:

The regular working hours of the Company shall be an average of forty (40) hours per week and, in accordance with the following schedules:

- (1) For all employees, (excepting employees working on Tank Car Loading Rack, Asphalt Drumming Plant, and Laboratory employees assigned to Tank Car Testing), working days only.

From Monday to Friday inclusive 8:00 A.M. to 12:00 Noon and 12:45 P.M. to 4:45 P.M.

- (2) For All employees on Shift Work:

From 7:30 A.M. to 3:30 P.M.
From 3:30 P.M. to 11:30 P.M.
From 11:30 P.M. to 7:30 A.M.

- (3) Employees working on Tank Car Loading Rack, Asphalt Drumming Plant, and in the Laboratory on Tank Car Testing, may be assigned to work as in (2) or on a schedule of Forty (40) Consecutive days off will be given where possible.

ARTICLE 8 - OVERTIME:

1. All work over the regular daily schedule of hours herein set forth shall be treated as overtime and paid at the rate of time and one-half except as herein after provided.
 - (a) A Shift worker having two consecutive days rest will be paid at the rate of time and one-half for the first day and double time for the second day if he is required to work on these occasions.
 - (b) A Shift worker having two consecutive days rest and takes his first day off and then is called in on the second day will be paid double time.
 - (c) A shift worker who is obliged to work on any of the eight holidays enumerated in Article 9, shall be paid at the rate of double time.
 - (d) A day worker, who is required to work on Saturdays will be paid at the rate of time and one-half . A day worker who is required to work on Sundays and enumerated holidays, will be paid at the rate of double time.

ARTICLE 8 - OVERTIME (Cont'd)

1. (e) A day worker who is regularly scheduled to work on Saturdays and Sundays will receive straight time but his first and second days of rest will be treated like Saturday and Sunday (as in (d) above) for the purposes of overtime.
2. Employees notified or called back to perform work not continuous with before or after the regular work period shall be paid for a minimum of two hours at the rate of time and one-half.
3. Regardless of the number of hours worked during any week, the Company agrees that they will not suspend or lay off any employees because of extra hours of overtime completed in the week.
4. Day workers then requested to work on shift will be paid straight time except as follows:
 - (a) A day worker who reports for a normal day's work and is sent home to return and work a shift later in the day will be paid at the rate of time and one-half for the second period of work.

ARTICLE 8 - OVERTIME:

4. (b) If a day worker is advised in advance to report on shift he will be paid straight time for eight hours and time and one-half thereafter.
5. When an employee is required to work double shift or long hours of overtime without advance notice the Company will supply the employee with lunch.
6. The refinery day shall be considered on a period of twenty-four (24) hours starting at 7:30 A.M. for shift workers and at 8:00 A.M. for day workers on any calendar day.
7. Insofar as possible employees shall not be required to work overtime.
8. Under no combination of **circumstances** will more than double time be paid.

ARTICLE 9 - HOLIDAYS:

1. The following days shall be observed as holidays, without deduction of pay: therefore, New Year's Day, Good Friday, St. Jean Baptiste, Dominion Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day.
2. Observance of the above holidays may be made on days other than the calendar date for all employees except shift workers when so proclaimed by the Dominion, Provincial or Civic authority.
3. The Company agrees that only such employees as are, in the judgement of the Management, necessary to perform the business of the Company shall be required to work Saturdays, Sundays and Holidays.

ARTICLE 10 - VACATIONS WITH PAY:

1. The Company agrees to give vacations with pay in accordance with Ordinance No, 3 revised of the Minimum Wage Commission of the Province of Québec. The Company also agrees to give employees who have completed two consecutive years of service prior to May 1st of any year, two week's vacation each year with pay.
2. Wages for the vacation period will be payable in advance.
3. Wages paid for all employees having less than two years continuous service as of May 1st in any year will be in accordance with the provisions of Ordinance No, 3.
4. For employees with more than two years continuous service as of May 1st in any year, vacation pay will be the equivalent of eighty (80) hours at his normal rate of pay. If an employee works in job classifications where he is paid at two or more hourly rates, he will be paid for his vacation time, eighty (80) hours at the weighted average of the regular hourly rates for the positions in which he has worked in the preceding four weeks.

ARTICLE 10 - VACATIONS WITH PAY: (Cont'd)

5. An employee who substitutes in order to allow another employee to have a vacation will work in any such position at his regular hourly rate for a period of ten working days. After that period he will be paid at the rate for the job providing no reduction of **rate** is involved.

ARTICLE 11 - PROMOTIONS AND TRANSFERS:

1. When making transfers or promotions, it is agreed that ability , competence and efficiency shall be the governing factors, but in a case where two or more employees are of equal skill, competence and efficiency, preference shall be given to the employee with the longest term of continuous service with the Company.
2. Employees whose positions are abolished shall be transferred to other positions and given preference over employees with less seniority provided they have the ability, competence, and efficiency to perform the duties of such other position.
3. In reducting forces, seniority shall be given due consideration and, in case of two employees with equal length of service with the Company the married man will be given preference,
4. Any new positions or vacancies involving a permanent transfer or promotion will be bulletined in conspicuous places throughout the refinery for a period of at least four days before transfers or appointments are made.

ARTICLE 11 - PROMOTIONS AND TRANSFERS:(Cont'd)

5. Any employee may make application to the Manager through his foreman for the said positions and due consideration will be given to all applications before appointments are made. Applications will be made in triplicate and signed by the applicant and his foreman. The original form will be forwarded to the Manager, one copy will be retained by the applicant, and one copy forwarded to the Secretary of the Organization. The name of the permanent appointee will be posted on the Bulletin Board immediately after the appointment is made. Notice of temporary transfers or appointments will not be placed on the Bulletin Board.

6. A Temporary appointment to any position shall not exceed fifteen days duration without notice of the temporary vacancy being bulletined. Temporary appointees will be selected as in Article 11, Paragraph 5. for temporary appointments of more than fifteen days duration.

7. In case any employee is of the opinion that the Company has erred in making transfers or promotions, the employee may

ARTICLE 11. - PROMOTIONS AND TRANSFERS: (Cont'd)

7. bring his opinion to the attention of Management through the Organization Council.

8. Employees may be assigned to positions for training purposes for temporary periods providing no other employee suffers a reduction in rate of pay.

ARTICLE 12 - SAFETY AND HEALTH:

1. The Company shall make reasonable provision for the safety and Health of the employees during the hours of their employment and provide protective devices and other equipment being necessary to protect employees properly from injury.
2. The Company agrees to provide and maintain lunchroom, lockers, and reasonable washroom and sanitary facilities.
3. The Organization agrees that it will co-operate fully with the Company in the maintenance of this service.
4. The Company shall provide adequate first Aid facilities and medical supplies in easily accessible parts of the plant, and the Company shall also encourage and foster qualified First Aid instruction for the employees.

ARTICLE 13 - ADJUSTMENTS OF DISPUTES AND GRIEVANCES:

1. The Company and the Organization both agree that the settlement of any dispute or grievance arising under the terms of this Agreement should, as far as possible, be adjusted between the Company's representative and the Council and that no recourse shall be had to a Court of Law, Accordingly the parties agree, when desired, to afford to the other, the opportunity to consult on any subject covered by this Agreement.

2. If an employee believes that he has been unjustly dealt with or that any of the provisions of the Agreement affecting him have not been complied with, the grievance procedure shall be as follows:
 - (a) Any grievance, whether affecting one or more employees, shall be submitted in the first instance, by the employee or employees concerned to the Foreman in charge. If desired, a representative of the Council may accompany him or them.

ARTICLE 13 - (Cont'd)

- (b) Failing satisfactory solution of the grievance , the employee, accompanied by a representative of the Council, shall submit the grievance to the next superior representative of the Company, and failing satisfactory solution then through the proper channels of responsibility, to the Manager of the Refinery.
- (c) If the matter reaches the Manager, he will keep a proper record of the case submitted for his decision, including a statement of the employee and the foreman; the decision of the Manager , and whether the decision was agreed to by the employee and the Foreman, The written record of these proceedings and of the decision shall be forwarded by the Manager to the Secretary of the Council.
- (d) If the decision reached by the Manager is unsatisfactory to the Council, the Council may request a meeting with the representatives of the Company. It is the declared intention that grievances arising out of the terms of this Agreement shall follow the procedure herein set forth before the same shall be referred to or considered by the Council .

ARTICLE 13 - (Cont'd)

- (e) No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
 - (f) If still undatisfactory, the Council may submit the grievance to the Board of Arbitration as hereinafter set up.
3. (a) The Board of Arbitration shall consist of two people - one selected by the Company and the other by the Council. In the event the Board thus constituted cannot arrive at an understanding on the question before it, a third member shall be agreed upon by the Board.
- In the event of failure to agree upon the third person, a Judge of the Superior Court of the Province of Quebec shall be asked to act as, or in his discretion appoint such third person to act as Chairman of the Board.

ARTICLE 13 - (Cont'd)

- (b) The Chairman shall be entitled to vote and the majority vote of the Board as thus constituted shall be final and binding on the parties hereto. The expenses of the third member of the Board in connection with such arbitration shall be paid by the party against whom the decision was made.
- (c) The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter or modify or amend any portion of this Agreement.

ARTICLE 14 - STRIKES AND LOCKOUTS:

There shall be no lockout by the Company or strike, walkout, sit-down or suspension of work either complete or partial by the employees during the life of this Agreement.

ARTICLE 15 - MEETINGS:

1. 8 The Company shall provide for the Organization, a suitable place for General and Council meetings on the refinery property, however, it is understood that any meetings held at the refinery during working hours will be with the approval of the Manager.

2. The Company agrees to pay the Council members at their regular hourly rates for all time spent at meetings with Management.

ARTICLE 16 - CHANGES IN OFFICERS AND MEMBERS
OF COUNCIL

1. The Organization agrees to advise the Company of any changes in membership of the Council , or of the Officers of the Organization during the term of this Agreement.

THE BRITISH AMERICAN OIL COMPANY LIMITED
MONTREAL EAST REFINERY

WAGE APPENDIX

<u>Classification</u>	<u>New Rate</u>
Operator	\$1.40 per hour
Operator Helper	1.29
1st Controlman	1.23
2nd "	1.13
Comp. Pl, Operator	1.17
Houseman	1.07
Rerun Operator	1.29
Treating Pl. Operator	1.20
Oxid, STILL Operator	1.29
" " " Helper	1.17
Barrel House Reg.	.95
" " Temporary	.90
Pumpman 1st	1.29
" 2nd	1.15
" 3rd	1.07
Tankcar Loader	1.07
Dockman	1.20
" Helper	.95
Boiler Eng. 2nd Class	1.29
" " 3rd Class	1.23
" " Shift Helpers	1.13
Technician Sr. Grade 1	1.29
" " " 2	1.20
" Jr " 1	1.13
" " " 2	1.05
" " " 3	.95
Laboratory 1st	.90
" 2nd	.83
" 3rd	.79
" 4th	.75
Journeyman Pipefitter	1.29
Improver "	1.15
Helper "	1.07
Journeyman Machinist	1.29
Improver "	1.15
Helper "	1.07

WAGE APPENDIX:

<u>Classification:</u>	<u>New Rate:</u>
Journeyman Electrician	\$1.29
Improver "	1.15
Helper "	1.07
Instrument Man 1st	1.29
" 2nd	1.15
Insulator	1.15
Painter	1.15
Blacksmith	1.29
Tankcar Repairman	1.20
Journeyman Welder	1.29
Improper "	1.15
Helper "	1.07
Carpenter	1.20
Asst. Stores Supervisor	1.07
Storekeeper	1.02
Janitor	.90
Watchman	.84
Labor - Regular	.90
Temporary	.80
Construction	.80
Utility Man	.95
Bulldoner Operator	1.15

Rates effective as of December 1st, 1947

THE BRITISH AMERICAN OIL MONTREAL EAST EMPLOYEES"
COLLECTIVE BARGAINING ORGANIZATION

LIST OF MEMBERS

W. R. Watson	P. Petit	C.A. Blais
W. Dufour	G. Lamy	C.E. Champagne
E. Masson	J. Caty	C. Dufort
E. Juniper	I. Deslauriers	A. Morrisson
E. D. Dufort	C. Mackay	J.E. Turcot
C. Wood	M. Lafontaine	F.L. Ethier
J. Forster	J. Lamoureux	I. Lavallee
J. Moore	P. Bernier	Y. Renaud
W. Gingras	A. Lacroix	J.M. Bellemare
R. Giguere	P. Landry	R. Rivet
E. St, Laurent	J. Sorensen	S. Gagnon
A. Challen	A. Ringuette	R. Rousail
R. Williams	G. Pepin	A. Pare
J. Hartley	A. Dinelle	J.E. Leblanc
H. Legere	A. Morrissette	E. Plouffe
R. Bellay	L. Lemieux	R. Bachand
D. Urquhard	G. Choquette	J. Davidson
R. Beaulne	P. Thibeault	D. Girard
J. Lamoureux	A. Taillob	R. Chicoine
D. Zakaib	ED. Masson	C. Comtois
V. Komarnitsky	P. Quinn	G. Blais
A. Grant	J. Mess	F.X. Paquette
A. Hébert	Y. Peloquin	E. Potvin
J.P. Paquette	G. DeBellefeuille	J.W. Lowes
H. Smart	R. Lusignan	L.R. Smith
H. Rimmer	L. Querette	A. Menard
L. Blaise	R. Lachapelle	M. Bolliger
G. Demers	M. Camus	W. Grant
I. Cassidy	B. Godin	J. Beauvais
L.P. Morin	L. Guy	R. Armstrong
H. Allard	R. Matthe	D. McCubbin Jr.
C.C. Barbeau	J. Leveuille	F. Pogson
D. Lauzon	A. Juneau	J. Beaudin
J.A. Perreault	F. Schmidt	G. Belhumeur
R. Pellissier	R. Millette	M. Hubler
V.E. Gauthier	P.E. Turcot	W. Gave
A. Lavallée	E. Paquette	A. Clermont
V. Lachapelle	R. Castonguay	A. Ditomasso
E. McGown	L. Simeon	A. Caine
J.P. Vachon	J.H. Woods	G. Trineer
N. McIver	G. Lapierre	R. Besner
N. Plouffe	B. Hertle	T. Burns
A. Simard	L. Simard	R. Chagnon
F. Holowka	G. Leblanc	R. Andrique
A. Benard	J. Harris	M. Lemire
W. Flipping	L.G. Myers	M. Bourget
E. Sargent	R. St-Onge	A.I. Caine
E. Pipe	D. Perras	M.O. Roy
H.D. Ross	R. Jette	M. Roy
P. Banville	L. Alderdice	T. Lewless

EXECUTED AT MONTREAL EAST, QUEBEC THIS DAY OF
1948

APPROVED AND SIGNED ON BEHALF OF THE BRITISH
AMERICAN OIL MONTREAL EAST REFINERY EMPLOYEES
COLLECTIVE BARGAINING ORGANIZATION

H. Smart
President

H. Rimmer
Secretary

Signature Illisible

Ernest Juniper

Roland Beaulue

D.L. Urquhart

APPROVED AND SIGNED ON BEHALF OF THE BRITISH
AMERICAN OIL COMPANY LIMITED

R. Smith
Refinery Manager

J.A. McHardy

Asst. Refinery Manager.

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THE BRITISH AMERICAN OIL CO. LTD.

APPENDIX TO LABOR AGREEMENT between the Divisional Warehouse Employees' Mutual Relationship Committee of the British American Oil Co. Ltd; at Outremont, Que. and The British American Oil Co. Ltd.

APPENDIX to Article 3
Cost of Living Allowance

In addition to the terms of Article 3, it is agreed that the Company will pay a cost of living allowance to all monthly paid personnel, amounting to \$32.50 for the period January 1st to June 30th, 1947. It is further agreed that the Company will pay a cost of living allowance for the period July 1st, 1947 to December 31st, 1947, on the basis of the difference between the average cost of living between July 1st, 1947 and December 31st, 1947, compared to the D.B.S. cost of living index of 127 as of January 1st, on the basis of 25¢ per point per week for the amount which the average D.B.S. cost of living index for the period outlined above is in excess of 127. In the event that the average cost of living for the period July 1st to December 31st, 1947, is equal to or below the D.B.S. index as of January 1st, 1947, no bonus will be paid. The amount of the allowance, if any will be paid as soon as the average D.B.S. cost of living index for the period is available and paid as a lump sum amount to the employees covered by the bargaining agreement.

Executed at Outremont, Que; this 10th day of September, 1947.

For the Divisional Warehouse Employees'
Mutual Relationship Committee of the
British American Oil Company Ltd;
at Outremont, Que.

A.R. Doady
Witness

Austin Ball
Chairman
Bargaining Committee

For the BRITISH AMERICAN OIL CO. LTD

J. Boucher
Witness

Illisible
For the British American Oil Co. Ltd.

No- 1429-B

19/
No- 1429 B

THE BRITISH AMERICAN OIL CO. LTD.

APPENDIX to Labor Agreement between the Divisional Warehouse Employees' Mutual Relationship Committee of the British American Oil Co. Ltd. at Outremont Que. and the British American Oil Co. Ltd.

APPENDIX to Article 8
Cost of Living Allowance

In addition to the terms of Article 8 it is agreed that the Company will pay a cost of living allowance to all monthly paid personnel amounting to \$32.50 for the period January 1st to June 30th, 1947. It is further agreed that the Company will pay a cost of living allowance for the period July 1st to the date of the contract expiration on the basis of the difference between the average cost of living between July 1st, 1947, and December 31st 1947, compared to the D.B.S. cost of living index of 127 as of January 1st, on the basis of 25¢ per point per week for the amount which the average D.B.S. cost of living index for the period outlined above is in excess of 127. In the event that the average cost of living for the period July 1st to December 31st, 1947, is equal to or below the D.B.S. index as of January 1st, 1947, no bonus will be paid. The amount of the allowance, if any, will be paid as soon as the average D.B.S. cost of living index for the period is available and paid as a lump sum amount to the employees covered by the bargaining agreement.

Executed at Outremont Que. this 11th day of August 1947.

For the Divisional Warehouse Employees'
Mutual Relationship Committee of the
British American Oil Company Ltd.
at Outremont Quebec.

A. R. Doody
Witness

Austin Ball
Chairman
Bargaining Committee

For THE BRITISH AMERICAN OIL CO. LTD.

Signature illisible
Witness

Signature illisible
For The British American Oil Co. Ltd.

19/
No. 1429A

LABOR AGREEMENT

The BRITISH AMERICAN OIL CO. LTD.
AND
EMPLOYEES' MUTUAL RELATIONSHIP COMMITTEE
(OUTREMONT PLANT) QUEBEC.

-o-o-o-o-o-o-o-o-o-o-o-o-

19/1429

MEMORANDUM OF AGREEMENT made this first day May 1947.

BETWEEN -

THE BRITISH AMERICAN OIL COMPANY LIMITED
of Montreal, Quebec, hereinafter called
"the Company,"

AND -

The DIVISIONAL WAREHOUSE EMPLOYEES' MUTUAL
RELATIONSHIP COMMITTEE OF THE BRITISH
AMERICAN OIL COMPANY LIMITED, at OUTREMONT,
Quebec, hereinafter called the "Committee".

1. PURPOSE

In order to permit a closer co-operation and maintain a constant spirit of goodwill between the employees and the management of The British American Oil Company, Limited, and in order to establish a more formal procedure for the determination of wages, hours, and other working conditions, the parties have joined together in this Agreement.

2. RESERVATION OF MANAGEMENT RIGHTS

Nothing in this Agreement shall be interpreted as limiting the Company in any way in the exercise of the regular and customary functions of management, including the extension limitations, curtailment or cessation of operations and the right to reprimand, demote, or discharge an employee for cause. The Company undertakes, however, not to discriminate against any employee for any reason, including race, colour, nationality, religious or political affiliations.

3. EMPLOYEES COVERED

All persons employed by the British American Oil Company Limited, at its Outremont Quebec Plant shall be covered by this Agreement except office employees, foremen and any person having authority to hire or discharge.

4. RECOGNITION

The Company recognizes the Negotiating Committee, constituted and functioning under the Constitution as the sole bargaining representative for all employees covered by this Agreement.

The Company recognizes the Committee herein acting through its delegated negotiating Committee as the sole bargaining agency for all employees covered by this agreement.

The Company undertakes that its representatives will meet the Committee whenever desired. The Committee similarly undertakes to afford the Company opportunity as desired to consult with the Committee.

5. ASSISTANCE FROM COMPANY

- (1) The Company shall provide a suitable place for meetings of the Committee and its sub-committees.
- (2) Members of the Committee shall be paid by the Company at their regular hourly rates for all time spent at Committee meetings when they would otherwise, be at work, but the time paid for shall not exceed three hours per month. Special meetings shall be called only with the approval of the management if same are to be held during working hours.

6. FREEDOM OF EMPLOYEE ACTION

Members of the Committee shall be free to discharge their duties without fear that their relations with the Company may be affected in any way. Any other employee serving on a sub-committee of the Committee or appearing before the Committee or one of its sub-committees shall likewise be free to act without fear that his relations with the Company may be affected in any way.

An employee shall not leave his working place to attend to committee business until he has secured the permission of his Superintendent or Branch Manager.

7. REGULATIONS

Subject to the laws and regulations in force from time to time during the life of this Agreement and the obtaining of the necessary permission under such laws and regulations, the following provisions as to wages, bonuses, hours of work, overtime and holidays, are agreed to.

8. WAGES

- (1) The Company agrees to pay and the Employees agree to accept, during the life of this Agreement, the scale of wages, as per Schedule "A" attached, or as it may be from time to time amended by Order of the Regional War Labour Board or other competent authority.
- (2) Nothing stated in Section 1 of this article shall be deemed to deprive the Company of its right to adjust the wage rates of individual employees within the limits of scales of wages which have been agreed upon and form part of this agreement.
- (3) Employees who, for the convenience of the Company, are temporarily transferred to a job normally paying a different rate shall:
 - (a) Retain their normal rate, should it be greater than the established rate for the job to which they were transferred,
 - (b) If transferred to a job paying a higher rate shall receive the higher rate attaching to the job after a period of three months and providing the employee continues in that position.

Where necessary an employee will serve a training period up to but not to exceed three months at his starting rate of pay but will be confirmed in his classification after the three month period has elapsed.

- (4) Overtime rates will be figured to the closest cent when compiling an employee's overtime.

HOURS OF WORK AND OVERTIME

The regular working hours of the Company with the exception of Firemen and Watchmen shall be forty (40) hours in any six-day period with the option for the employee to work either in excess or below this figure at certain times during the year providing that the total hours worked throughout the year are equivalent to forty (40) hours for each six-day period.

The regular working hours for Firemen and Watchmen shall be forty-eight (48) hours in any six-day period.

For the purpose of determining the overtime rate of pay applicable to salaried employees (that is, those paid otherwise than at an hourly rate), the yearly salary shall be divided by the number of working hours in the year and the resultant figure shall form the "Basic Hourly Rate" of pay.

All work over the regular forty (40) hours per week except Firemen and Watchmen shall be paid for as follows:

- (1) If, on any week day from Monday to Saturday, both inclusive, overtime is worked: For the first four (4) hours of overtime worked, the employee will receive straight time, and for all overtime worked over the forty-four (44) hours per week, time-and-one-half.
- (2) If the employees are required to work on Sunday, they shall be paid as follows:
 - (a) An hourly rated employee at double his hourly rate.
 - (b) A salaried employee at double his basic hourly rate.

Any employee so working on Sunday shall be paid for a minimum of four (4) hours at the above respective rates.
- (3) If an employee's services cannot be dispensed with on a Statutory holiday as defined in this Agreement, they will be paid as follows:
 - (a) An hourly rated employee at double time.
 - (b) A salaried employee at his basic hourly rate with no change in his regular monthly salary.
 - (c) Any employees working on a Statutory holiday shall be paid for a minimum of four (4) hours at the above respective rates
 - (d) Under no combination of circumstances will more than double time be paid.

10. STATUTORY HOLIDAYS

The following holidays will be observed and employees paid by the month shall be entitled to receive same with pay:

Christmas Day	June 24th
New Years Day	Dominion Day
Good Friday	Labour Day
May 24th	Thanksgiving Day

11. VACATIONS

The Company agrees to give vacations with pay under the following conditions:

- (a) In accordance with and pursuant to Ordinance No. 3 Revised, "Annual Vacation With Pay" September 1946, of the Province of Quebec, and regulations pursuant thereto,
- (b) An employee may express his preference for the time of his vacation and due consideration will be given, and where possible, his wishes will be granted, but vacations must be taken at times most conducive to the efficient operation and maintenance of the Plant, and as scheduled by the Company.
- (c) Vacations are not cumulative. Vacations cannot be substituted or exchanged without permission of the Company.
- (d) When an employee substitutes in order to allow another employee to have an annual vacation, he will then work in any such job classification at his regular normal rate of pay.
- (e) Employees are entitled to vacations with pay in accordance with the established procedure followed by the Company at the date of this agreement. Upon completion of one year's service with the Company one week's vacation with pay. Upon completion of two years' service or more with the Company, two weeks' vacation with pay.
- (f) If during an employee's vacation period a statutory holiday is observed by the Company, such holiday is not to be counted as part of the employee's vacation and he will be allowed one additional day. This shall be taken at the discretion of management, either by lengthening the vacation period to include an extra day or at a more convenient time during the year.

12. SENIORITY

- (1) Provided that in the option of the Company, there is equality of skill, competence and efficiency, and subject to the limitations of Section 3 hereafter, and with due recognition to those having dependents, the last employee hired shall, in case of lay-off, be the first laid off. Similarly, the last employee laid off, shall be the first re-hired.
- (2) All employees shall be considered temporary for the first six months and no seniority rights shall be recognized during this period. After six months, they shall be considered regular employees and their seniority shall date back to the day on which their employment began.
- (3) In promotions, preference shall, subject to the same conditions respecting skill, competence and efficiency as in Section 1 above, be given to the employees having the longest service.
- (4) Vacancies in regularly assigned job classifications shall be bulletined within three (3) days of such vacancies occurring. Vacancies in new job classifications of indefinite duration need not be bulletined until the expiration of thirty (30) days from date created. The bulletin will show a general job description, rate of pay, and shall be posted for three (3) days in places accessible to all employees affected.

Employees desiring such positions shall, within the three (3) day period specified in above, forward to their foreman an application in which they will clearly set forth their qualifications for the job. The application will be made in triplicate on a prescribed form and signed by the foreman and the employee concerned. The original of the form will be transmitted to the Regional Manager by the foreman.

- (5) Seniority shall continue to accrue during any period of absence on leave authorized by the Management. All leaves shall be authorized in writing. The maximum period for which leave may be granted, shall be three months, unless extended in any particular case by agreement of the Company and the Committee.
- (6) The Seniority of employees serving in His Majesty's Forces shall be respected in accordance with the Reinstatement in Civil Employment Act, 1942.

13. SAFETY AND HEALTH

The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. Such protective devices and wearing apparel as the Company requires to be worn, and such other equipment as is, in the opinion of the Company, necessary to protect the employees from injury, shall be provided by the Company.

The Company agrees to provide and maintain a lunchroom, lockers, and reasonable wash room and sanitary facilities. The organization agrees that it will co-operate fully with the Company in the maintenance and cleanliness of these facilities.

The Company will provide adequate first aid facilities and medical supplies in accessible parts of the plant, and will encourage and foster qualified first aid instruction for the employees.

The Organization agrees to provide full moral support in the safety and health campaigns that will be a continuous part of the relations between the Company and their employees.

14. UNIFORMS

When employees are required by the Company to wear a uniform or special article of wearing apparel, such uniforms or special article of wearing apparel shall be furnished on the following basis during the period of one year:

- (a) The employee will buy one complete set of the uniform or wearing apparel,
- (b) The Company will pay 50% of the cost of such uniform or wearing apparel.

ADJUSTMENTS OF DISPUTES

The Company and the Committee both agree that the settlement of any dispute or grievance arising out of the terms hereof should, so far as possible, be arranged between the Company's representative and the Association. Accordingly, the parties agree when desired to afford each to the other, an opportunity to consult on any subject covered by this agreement. Any grievance arising out of the terms of this Agreement, shall be handled in the following manner.

- (a) Any grievance whether affecting one or more employees shall be submitted in the first instance by the employee or the employees concerned, to the Plant Superintendent, or Assistant Plant Superintendent and if so desired, a member of the Bargaining Committee may accompany him or them.
- (b) Failing a satisfactory solution of the grievance, the employee accompanied by his representative, shall submit the grievance to Company Management.
- (c) The Company Manager or his appointed representative, will keep a proper record of the case submitted for his decision including a statement of the employee and the Plant Superintendent or Assistant Plant Superintendent.
- (d) If the decision rendered by Management is not considered satisfactory by the employee, the Committee, together with the employee concerned, will meet with Management in an endeavour to find a satisfactory solution and a record of the proceedings will be maintained by Management and initialled by the employee and the Committee.
- (e) If a satisfactory solution is not found a Board of Arbitration will be set up consisting of two people, one selected by the Company and the other selected by the Committee. A unanimous decision of the Board shall be final and binding on the parties hereto. In the event the Board thus constituted cannot arrive at an understanding on the question before it, a third party shall be agreed upon. In the event of failure to agree upon
W.H.L. A.B.
a third person, a Judge of the Superior Court of the Province of Quebec SHALL be asked to act as, or in his discretion, appoint such third person

to act as Chairman of the Board. The Chairman shall be entitled to vote and the majority vote of the Board as thus constituted shall be final and binding upon the parties hereto. The expense of the third member of the Board in connection with such arbitration shall be borne equally by the Company and the organization.

- (f) The Arbitration board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter or modify or amend any portion of this agreement.

16. STRIKES AND LOCKOUTS

There shall be no lockout by the Company or strike, slowdown, sit-down or suspension of work, either complete or partial, by employees during the life of this Agreement.

17. DURATION

This Agreement shall remain in force from May 1st, 1947, until April 30th, 1948, and from year to year thereafter unless, during any such year, notice of/ ~~amendment-of/~~ W.H.L. A.B. termination is given by either party not less than thirty (30) but not more than sixty (60) days before its expiry date.

EXECUTED AT OUTREMONT, QUE., THIS 5TH DAY OF MAY 1947.

For the DIVISIONAL WAREHOUSE EMPLOYEES'
MUTUAL RELATIONSHIP COMMITTEE OF THE
BRITISH AMERICAN OIL COMPANY LIMITED,
at OUTREMONT, Quebec.

Unreadable signature
Witness

AUSTIN BALL
Chairman
Bargaining Committee

For the British American Oil Company, Limited.

A. SHARPLES
Witness

Unreadable signature
For British American Oil Co. Ltd.

WAGE RANGE FOR MARKETING DEPARTMENT
EMPLOYEES - OUTREMONT PLANT

<u>NATURE OF WORK</u> <u>PERFORMED</u>		<u>B.A. BASIC WAGE</u> <u>PER MONTH</u>
MECHANICS Motor	1st Class	\$ 170.00
	2nd Class	160.00
	3rd Class	140.00
HELPERS	1st Class	130.00
	2nd Class	125.00
MECHANICS Pump PAINTERS, CARPENTERS & ELECTRICIANS	1st Class	170.00
	2nd Class	160.00
	3rd Class	140.00
HELPERS	1st Class	130.00
	2nd Class	125.00
COMPOUNDERS & BLENDERS	1st Class	160.00
	2nd Class	155.00
	3rd Class	145.00
SHIPPERS	Merit	145.00 to \$155.00
TANK TRUCK & STAKE TRUCK DRIVERS	1st Class	160.00
	2nd Class	145.00
	3rd Class	135.00
UTILITY WAREHOUSEMEN GREASE PACKERS CANNERS, DRUM SERVICE RECEIVERS, TRUCK WASHERS MAINTENANCE	1st Class	155.00
	2nd Class	145.00
	3rd Class	135.00
WAREHOUSE - General		125.00

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