

CONSUMERS' CO-OPERATIVE REFINERIES LIMITED
Regina, Saskatchewan

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LETTER OF UNDERSTANDING

**MECHANICAL DEPARTMENT
TRADES PROGRESSION PROGRAM**

- A. Notwithstanding any other provisions in this Agreement or in the Union-Company Agreement, the Company shall administer the program, establish qualifications for the positions to be filled, set standards, specify and direct the training necessary, assess the skill, competence and productivity of the individual by oral, written, practical tests, etc., advance or demote the individual as provided by this Agreement, regulate establishments levels and work assignments in keeping with requirements as judged by the Company, and otherwise administer the program in keeping with the provisions of this Agreement and consistent with Article 2, Section 2, of the Union-Company Agreement.
- B. The provisions of this Agreement shall govern the basic academic and other qualifications necessary for appointment to a trades classification, the subsequent assessment of proficiency and productivity required for advancement to a higher trade level following satisfactory performance for a stipulated period of time, and removal from the trade section under certain conditions.
- C. For the purpose of this Agreement, the designated trades are: Instrumentation; Electrical; Pipefitter - Equipment Mechanic-Crane Operator; Welder; Millwright Mechanic - Machinist; Insulator; Building Maintenance; Fire & Safety.
- D. After entry into a trade section, progression will comprise the following levels of skill, and any employee embarking on the progression shall be required to spend the following minimum time increment at each respective trade level before becoming eligible to advance to the next trade level:
- | | | |
|----|--|--------------------------------|
| 1. | Helper II | 6 months (Sectional probation) |
| | Helper I | 12 months |
| | Tradesperson III/Insulator III/Building Maint. III | 15 months |
| | Tradesperson II/Insulator II/Building Maint. II | 15 months |

2. For the purpose of this Agreement, the Maintenance Relief Pool will have a designated Sub-trade progression for:

Heavy Equipment Operators/Scaffolders:

Sub-trade IV	6 months (Sectional probation)
Sub-trade III	12 months
Sub-trade II	15 months
Sub-trade I	15 months

3. Employees, who have achieved the trade level of Building Maintenance I, may advance to the level of Tradesperson I (Building Maintenance) by obtaining additional qualifications in trades activities allied to the Building Maintenance Trade. Training and testing for these additional qualifications are part of this program.
4. In trade sections, where it has been determined by the Company the need exists to have a Lead Tradesperson, the Company will establish and post the required position(s).

The Lead Tradesperson position is a “working” position. The employee filling the position will assist their Supervisor in ensuring that their shop is run in an orderly and efficient manner and will assist the Supervisor as required, but will not be requested to handle disciplinary matters or conduct formal job evaluations. Step-ups to this position or the Supervisor position will be as required and as determined by the Company.

5. A tradesperson, who is ticketed in more than one trade or has special recognized training above the normal trade duties for that group and is being employed as such, will be classified as a Trades Specialist and receive the Trades Specialist rate. This rate will be provided to no more than 25% (rounded to the nearest number) of the shop and will be awarded based on qualifications and seniority. During the term of the Agreement, the Company will specify the qualifications and training necessary for each shop in order to receive the Trades Specialist rate.
6. Welders’ premium:
 - a) A premium of \$0.75 per hour will be paid to a Tradesperson I – Welder who holds the required welding certification in three metallurgical categories (example: carbon steel, chrome, stainless, etc.)
 - b) The premium will be paid for all hours worked in their own classification. It is not paid on vacation, sick leave, light duty, compassionate, training, or other similar paid, but not worked, hours. It is not subject to overtime rates, nor shall it form part of the basic wage rate.
7. In determining whether any addition to complement or maintenance of complement of any Trade or Sub-trade shop, the job shall be posted at a Helper II level or a Trades/Sub-trades I level. The Company will endeavour to maintain these job postings

on a 50/50 equivalent basis (on a per shop basis) averaged over a four-year scrolling period.

- E. In addition to the above noted requirements, employees in the Progression must meet the qualifications for advancement to the higher trade level assessed according to the following point system:

I	Academic and technical training of a formal nature	20 points
II	Mechanical aptitude and manual dexterity	10 points
III	Trade proficiency	30 points
IV	Productivity	30 points
V	Safety knowledge and First Aid	10 points

Pass requirements:

Minimum of 70 points.

Item I, III, and IV must total	60 points
Item I – minimum	15 points

Plus physical fitness to perform the normal work of the trade section.

- F. Examinations for Section I of paragraph (E) will normally be written examinations of the objective type. The examinations are to be written no later than the end of the prescribed period at each level. Should the employee fail this test, the employee will be entitled to take a second written test no sooner than 30 days following failure in the first test, unless mutually agreed upon between the employee and the Training Co-ordinator, but no later than 6 months after the expiry of the time increment prescribed for the trade level at which the employee is engaged at the time of taking the test.
- G. Should the employee meet the requirements of the Trades Progression/Sub-trades Program at the respective trade level, as laid out in paragraph (E), the employee will be promoted to the next higher trade level on the expiry of the time limit stipulated in paragraph (D). If necessary, the employee will be granted a further 6 months period to meet the qualifications at each respective level, with subsequent increments of service time calculated from date of promotion to the higher trade level. If the employee still fails to meet the advancement requirements of any of the trade levels, the employee will revert to the Maintenance Relief Pool or Process Relief Pool at rates of pay applicable to this group, where he or she will retain departmental seniority. If no vacancy exists in the department, the employee, if he or she does not have sufficient departmental seniority, or the most junior employee in the department, will be laid off.
- H. An employee in the progression may be absent from the trade or allied trade activities due to extended illness, accident, leave of absence, or assignment to other duties outside the trade activity. Where the employee spends 75% of the time or more in the trade (or in an allied trade), then he or she will be credited for 100% of the calendar time towards qualifying for advancement, unless the employee requests additional time, consistent with the circumstances, to meet the requirements for advancement. When an employee spends less than 75% of the

time in the trade or in allied trade work, the employee will be credited with the actual time spent in directly related trade work to meet the requirements for advancement.

- I. The courses of training and on-the-job development shall comprise:
1. Academic and technical course upgrading, to be provided by the most economic means, which should be undertaken by-and-large on the individual's own time.
 2. On-the-job classroom, practical demonstrations, films, and other formalized programs, on the basis of 50/50 Company-Employee contribution of payment and non-payment.
 3. On-the-job work assignments singly or in conjunction with other workers at established rates of pay of the individual's classification. This application applies to all real maintenance programs, as apart from programs set up to simulate an actual assignment for purposes of assessing one's competence and productivity in a typical trade activity. In the latter case, payment may be made at the discretion of the Company, under Section a) or b), depending whether the program extends beyond normal working hours or not.

To enable each tradesperson trainee or junior tradesperson to develop his or her skills as rapidly as possible and for the convenience of making work assignments in general, the various tradesperson classifications shall involve trade work assignments ranging through all levels of trade work and degrees of skill, other work as assigned, and the work shall be performed by tradesperson regardless of classification level, subject to the individual's ability to carry out the assignment without direct supervision and to the satisfaction of the Section Supervisor.

There shall be no step-ups relative to employment of contract labour, or sickness, accident, holiday, leave of absence relief, and other situations.

In addition to those permanently classified personnel engaged in trade work, part time or casual assignment of Maintenance Relief Pool and other personnel will be made as required from time to time. The latter personnel will not earn either seniority rights or service credits in the designated section until they are permanently reclassified to the trade section.

When continuing workload situations in a specific section is such that Helper assistance is required more than 75% of the time, the position may be filled on a permanent basis and the successful applicant will acquire sectional seniority. The employee will continue to work in or out of the section as required, with time credits accruing as previously outlined. An exception to the above situation is where the demand is created by construction work of a non-recurring nature such as new installations, revamps, etc., or when a process relief employee may be assigned to a section for purposes of keeping him or her gainfully employed in one class of work rather than miscellaneous assignments from section to section on a day to day basis.

Employees, who may be accepted into a trade section prior to the completion of the 12-month probationary period, will continue to be on probation for the remainder of the 12-month period. They will also be subject to the terms and conditions applicable to the initial sectional

probationary period of 6 months. The rate of pay for permanent positions above the line shall be the established rate of pay for the position.

The Company reserves the right to waive time increments at any trade level, formal examinations, and other provisions relating to the assessment of the individual's qualification to advance to the next trade level either on a temporary or permanent basis, and retains the provision to make payment at a higher rate when a person is assigned special responsibilities on a temporary basis.

Also, tradespersons may be assigned work in other than his or her own area of trade specialization as the workload demand dictates from time to time and at the discretion of the Supervisor. The most junior employees in any section may be required to work out of their respective sections more frequently than others, depending on the workload.

In assigning trades work, normally an attempt will be made to assign the work in keeping with the individual's trade level, trade specialization, and to provide continuity through until completion of individual work programs, to the extent this is practical. However, a sufficient variety and combination of higher level trade work should be assigned to the more junior employees to fully qualify them to do the higher level work as required. Where work assignments are made outside the individual's trade specialization, continuity through to the end of the work program will also be maintained to the extent that it is practical.

Sectional seniority shall be applicable subject to the provisions of the Refinery Progression Chart Agreement. Trade classifications (subject to the progression via the Trades Training Program) and designated areas of specialization shall be retained, and service time records shall be maintained.

In those trades requiring government trade certification for employment in refinery classes of work, the qualifying certificates will form a part of the initial overall trade proficiency assessment as conducted by the Company, and a continuing requirement where regulations so stipulate.

Existing policies regarding examination and registration fees, and rebates on successfully completed trade courses will be applicable in areas where these requirements are an essential part of one trade activity.

The Company will keep the Union advised of the progress being made by the employees enrolled in the program, discuss major changes in trade qualifications and technological requirements, and otherwise review details for the program as required from time to time.

Where significant changes in trade qualifications occur, tradespersons will be granted adequate opportunity to obtain the required training and/or experience to meet the revised qualifications. Tradespersons are required to keep their qualifications up to date and to utilize training opportunities to do so.

The Trades Progression Program, including the development of training material, and programs, recording service credits, assessing qualifications, employee counselling, and

otherwise, will be administered by a management representative designated by the Company as Training Co-ordinator. All routine inquiries should be directed to this person.

Consumers' Co-operative Refineries Limited

Communications, Energy & Paperworkers
Union of Canada, Local 594

Date