

AGREEMENT

between

SemCAMS Midstream ULC

and

Unifor Local 909

February 01, 2019

PREAMBLE

This Agreement is made and entered into by and between **SemCAMS Midstream ULC**, Calgary, Alberta (hereinafter referred to as the "Company") and **Local 909 - Unifor**, Whitecourt, Alberta (hereinafter referred to as the "Union").

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ARTICLE I

RECOGNITION

1.01 The Company recognizes the Union as the sole bargaining agent for all of the employees at and from the SemCAMS Midstream ULC - Kaybob South No. 3 Gas Plant located near Fox Creek, Alberta, excluding foremen and those above the rank of foreman, technologists/technicians, professional, office and clerical employees, as specified in Certificate No. 12-74 issued by the Board of Industrial Relations of the Province of Alberta on January 25, 1974 and subsequently reissued most recently as Certificate No. 108-2014 on March 19, 2014.

1.02 Accredited representatives of the Union may be granted permission to enter Company premises upon application to the Plant Superintendent. While on Company property such representative shall be subject to and shall comply with Company rules and regulations.

1.03 The Company agrees to recognize a Union Bargaining Committee of five (5) employees who may be accompanied by a duly authorized representative of Unifor. Pay will be protected for not more than four (4) employees for negotiating an agreement.

1.04 The Union will not engage in any Union activities other than the discussion of grievances as provided in this Agreement during working hours without permission of the Plant Superintendent or delegate.

1.05 Employees will not suffer loss of pay in discussing grievances in accordance with the provisions of Article X of this Agreement provided that such privilege is not abused.

1.06 Meetings will be held between the Company and the Union as mutually agreed upon. Requests for meetings will be made to the Plant Superintendent or to the Chairman of the Local with a written agenda of matters to be discussed. No employee shall suffer loss of pay by reason of attending such meetings but shall be fully pay protected (base wage, shift differential, steam ticket or dual ticket premiums).

Employees attending union/management meetings on their day off will be compensated by accumulating banked time at the straight time rate. Banked hours will include meeting hours. Travel to meetings will be banked if such meetings are held at the Kaybob South No. 3 Gas Plant. Banked time off will be granted as per Section 4.18.

1.07 Employees are encouraged to discuss with their supervisor any complaint or request which they may have concerning any aspect of their working conditions. In all discussions an employee has the right of representation of a shop steward or a Unifor representative. If an agreement cannot be reached the employee may discuss the matter with the Plant Superintendent or grieve under the grievance procedure defined in Article X of this Agreement.

ARTICLE II

TERM OF AGREEMENT

2.01 This Agreement shall be effective as of 00:01 local time on February 01, 2019, and shall continue in full force and effect up to and including January 31, 2023 and shall renew from year to year thereafter unless either party hereto shall give written notice to the other of its desire to modify, amend or terminate this Agreement on its anniversary date. Such notice shall contain the specific matters to be discussed and must be given in writing at least thirty (30) days but not more than one hundred and twenty (120) days, before an anniversary date of this Agreement. This contract shall continue in full force and effect until the right to strike or lock out arises under the Labour Relations Code. The parties hereto may, however, by mutual agreement extend this Agreement beyond the above termination dates for a specific period for the continuance of negotiations.

ARTICLE III

UNION SECURITY

3.01 Effective the date of this Agreement all members covered by certification are required to pay union dues to Local 909 as a condition of employment with the company. Any member not currently paying union dues as of the effective date of this agreement will be exempt from this requirement. If any such member subsequently becomes a due paying member the exemption will no longer apply to the member.

3.02 Employees in the bargaining unit authorize the Company in writing on a suitable form to deduct during the term of this Agreement the Union initiation fee from their wages earned in the first payroll period, ending after the receipt of such authorization by the Company, and the regular monthly dues of the Union from their wages earned in the first payroll period ending in each month thereafter, and to remit same to the Secretary of Local 909 not later than the end of the month in which the Union dues deduction is made.

3.03 The Company will advise the Union with each remittance, the names of the employees from whom new authorizations have been included and those previously authorizing deductions but for whom no deductions have been made because of lack of earnings, or leaving the Company service.

ARTICLE IV

HOURS OF WORK AND OVERTIME

4.01 Nothing in this Article shall be deemed to either guarantee or limit hours of work and schedules may be changed by management as necessary to meet work requirements

4.02 Employees covered by this Agreement shall be classed as "shift employees" or "day employees". Employees shall be assigned to work in "Plant Operations".

- (a) "shift employees" shall mean those employees who normally work on a seven (7) day continuous operation on regular rotating twelve (12) hour shifts.
- (b) All other employees covered by this Agreement shall be classed as "day employees."
- (c) "Plant Operations" employees shall mean employees working in plant process operations or maintenance.

4.03 A calendar day shall consist of twenty-four (24) hours commencing at 00:01. A calendar week shall consist of seven (7) consecutive days commencing on Sunday at 00:01.

4.04 Hours of work and work schedule are as follows:

- (a) Shift employees working in Plant Operations shall be assigned to a work schedule as set forth in Schedule B.
 - (i) during weeks one (1) through four (4) of Schedule B, a work day shall consist of twelve (12) consecutive hours. Shift hours will be:
07:00 (Day Shift).
19:00 (Night Shift)
 - (ii) A work week shall be from 19:01 Sunday to 19:00 the following Sunday. The average hours of work per week shall be forty-two (42) hours per week made up of 40 regular and

two (2) overtime over a twenty-eight (28) day cycle.

(iii) The calendar date of a shift shall be the day on which the shift begins.

(b) Day employees working in Plant Operations shall be assigned to a work schedule as set forth in Schedule C and under the following conditions:

(i) A work day shall consist of nine point three seven (9.37) working hours broken by a half-hour unpaid lunch period from 12:00 to 12:30. If an employee is unable to commence their lunch break prior to 12:30 due to work requirements, the employee will receive one half hour pay at the overtime rate.

(ii) A work week will commence on Sunday at 00:01. The average hours of work per week shall be thirty-seven and one half (37.5) hours per week over a two (2) week cycle.

4.05 Premium rates of double (2) times the regular straight-time hourly rate will be applied as follows:

- (a) For time worked in excess of the regular work schedule,
- (b) For time worked on a call-out or a regular scheduled day off.

4.06 There shall be no pyramiding or duplication of pay for the same hours of work and only the highest single rate applicable shall be paid.

4.07 If an employee is assigned to work on a schedule different from their regular schedule and the starting time varies more than four (4) hours from the starting time of their schedule immediately prior to the change, the employee shall be paid at the rate of double (2) times the regular straight-time rate for the first nine point three seven (9.37) hours worked, or the first twelve (12) hours worked, on the new schedule which would normally be at the straight-time rate.

- (a)(i) If a shift employee works two (2) weeks on a different schedule, then this will be considered as their regular schedule.
- (ii) If a day employee works four (4) weeks on a different schedule, then this will be considered as their regular

schedule.

- (b) No employee will lose any regular scheduled pay through a shift schedule change.
- (c) An employee's weekly work schedule shall not be changed to offset daily or weekly overtime already earned.
- (d) The following will not constitute a schedule change:
 - (i) The returning of an employee to their regular schedule after having been on a temporary assignment.
 - (ii) The working of hours or days in addition to the regular assignment.
 - (iii) A change of schedule for the employee's convenience.
 - (iv) Because of the permanent promotion of the employee whose schedule is changed.
 - (v) Moves of operator trainees between the Training Centre and shift assignments.

4.08 Shift and spare board coverage satisfactory to Management will be maintained. The spare board must be covered by not less than five operators who, collectively, are qualified to man all operating positions in the plant. The spare board may be covered on a voluntary basis; however, if the voluntary system does not provide adequate coverage, assignment will be made in accordance with the spare board schedule. Employees on the spare board will make themselves available for call between the following hours and based on residence location:

- Fox Creek - 05:00 to 07:30 and 17:00 to 19:30.
- Whitecourt – 04:30 to 06:30 and 16:30 to 18:30

4.09 When a request to work is made between an employee's regular quitting time of one day and their regular starting time of their next working day, this shall constitute a call-out, provided however, that this does not apply to a change of schedule.

4.10 In the event that an employee is called for duty outside their regular working hours, the employee shall be paid for actual time worked at the applicable overtime rates of this Agreement. In the event that the call-out is less than two (2) hours, a minimum of two (2) hours pay at the applicable overtime rates of this agreement will apply.

If work does not continue from a call-out into an employee's regular shift, their time will be computed from the time they leave home (within a 100 kilometer radius of the Plant) until the time they return to home. If work continues from a call-out into an employee's regular shift, their time will be computed from the time they leave home until the beginning of their regular shift for the purpose of computing time worked on a call-out.

4.11 An employee who is required to continue working more than two (2) hours beyond their scheduled quitting time will be paid a meal allowance of twenty dollars (\$20).

An employee who is called for call-out duty with less than eight (8) hours' notice will be paid a meal allowance of twenty dollars (\$20) if the employee is required to work over four (4) hours.

A meal allowance of twenty dollars (\$20) will be furnished thereafter at four (4) hour intervals throughout the remaining period of continuous work.

4.12 The Company will allocate overtime equitably among qualified and available employees. When allocating overtime, the Company will give consideration to the personal convenience of employees.

4.13 Shift employees temporarily assigned to nine point three seven (9.37) hour day assignments will have their cumulative overtime total, tracked for overtime balancing purposes as per Section 4.14, reduced by 12 hours for each month on a day assignment in recognition of the lower number of worked hours associated with the day assignment schedule.

4.14 Shift employees temporarily assigned to nine point three seven (9.37) hour day assignments will receive a premium of 13% in addition to regular hourly rate of pay. Employees in these situations can, on a scheduled holiday as defined in Article XIII, return to their crews providing:

- (a) no shift change is required,
- (b) the current shift is being covered by an employee on overtime who would then be bumped off the shift,
- (c) the return to shift does not impact the employee's project

responsibilities, and
(d) sufficient notice (48 hrs) is provided to the scheduler to avoid overtime cancellation charges.

4.15 (a) No employee will be required to work more than fourteen (14) consecutive hours except in case of extreme emergency. In the event an employee completes fourteen (14) consecutive hours of work during their regular work schedule, the employee may be relieved from work and paid for the balance of the shift at straight-time rate.

(b) If an employee has less than eight (8) hours off between shifts, the following provisions will apply:

(i) If required to work their regular schedule, the first shift worked will be at the overtime rate.

(ii) If not required to work their regular schedule, the employee shall be given that time off with pay for their regular time.

(iii) If an employee claims they had insufficient rest after a long overtime shift, the Company will give the employee's condition consideration.

4.16 Upon written request and with prior approval of management, employees with the same classifications may exchange shifts providing such exchange does not obligate the Company to pay any overtime or premium pay which would not normally be paid without the shift exchange.

4.17 If an employee is required to climb the incinerator stack as part of their duties, they will receive one (1) hour of overtime over and above the total hours worked for that day. If an employee elects to stay up the stack and work through their lunch, they do not receive additional pay.

4.18 When an employee works overtime, they may direct that the hours payable for that overtime be banked rather than paid.

Shift employees may bank up to eight (8) statutory holidays to be taken at a later date, subject to Management approval. The maximum amount that an employee may bank in any one year in combination of Overtime and Statutory Holiday banks is 50 hours double-time, or 100 hours straight-time, of regular pay.

Taking of banked time off is subject to prior Scheduler and Management approval which considers both operational requirements and vacation scheduling. Requests for banked time off must be submitted to the Scheduler at least fourteen (14) days in advance of the time off. Disposition of request will be communicated to the employee requesting banked time off no later than seven (7) days before the first shift of the requested time off.

Banked time may be carried over from year to year. Any banked time carried over from year to year will reduce the following year's cap. At the request of the employee, banked time hours will be paid out no later than the pay date of the pay period following the request. Accumulated statutory holiday banked time will be consumed in priority to overtime banked.

4.19 It is recognized that despite the best efforts of all parties the crew shift schedule may not work based on the level of resources, competencies and increased costs. Both parties recognize that it is impossible to anticipate all of the situations and issues that may arise from the 12 hour schedule. The company and the union will, therefore, make every effort to resolve these issues involving shift schedules in a spirit of cooperation and goodwill. Any subsequent change in schedule must be approved by both the company and the union.

4.20 Upon cancellation of a scheduled overtime shift via voice message at the employee's designated phone number or a personal communication with less than 24 hours notice, the employee will receive two (2) hours overtime pay.

ARTICLE V

SHIFT DIFFERENTIAL PREMIUMS

5.01 Shift differential premiums will be as set forth in Schedule A.

5.02 Shift differential premiums do not apply to travel allowance or time paid but not counted as time worked.

5.03 Shift differential premiums will be paid to shift employees working in Plant Operations. Assignments of twelve (12) consecutive hours which begin within sixty (60) minutes of 07:00 or 19:00 are regular shifts. The shift differential premium that applies at the start of a regular shift shall apply for twelve (12) consecutive hours. Shift employees who are required to continue on to work all or part of the next regular shift will be paid the appropriate shift differential for that shift.

5.04 Employees working in Plant Operations and who are assigned temporarily to a day assignment of nine point three seven (9.37) hours per day, including trainers and trainees, will be eligible for the day-shift differential premium providing they are not receiving the premium in Article 4.14 of this agreement. If the employee is required to replace an absent night-shift worker or augment a night-shift crew, the employee will be paid the night-shift differential premium for that shift.

5.05 Day employees working in Maintenance will not be eligible for the day-shift differential premium; however, they are eligible for the night-shift differential premium when temporarily assigned to night shifts (i.e., during turnarounds).

5.06 When an employee entitled to a shift differential premium works under conditions which also entitles the employee to overtime or other premium pay, the premium rate will be applied to the basic hourly wage rate only, excluding the shift differential premium.

ARTICLE VI

RATES OF PAY

6.01 During the term of this Agreement, the minimum regular straight-time hourly rates of pay for job classifications covered by this Agreement shall be as set forth in Schedule A.

6.02 Upon temporary assignment for one (1) hour or more to a job classification calling for a higher rate of pay as set forth in Schedule A, an employee shall be paid at such higher rate of pay for all hours worked during this temporary assignment. If an employee is temporarily assigned to a lower job classification, their rate of pay shall not be reduced.

6.03 The Company shall establish a rate of pay for any new hourly rate job classification which it may establish during the term of this Agreement. The Company agrees to notify the Union upon the establishment of any such job classification and rate of pay. The Union may within thirty (30) days after the mailing of such notification request consultation with the Company with respect to such rate. The Company, in such event, shall consult with the Union, and shall have the right to implement such new rate. After consultation, if agreement is reached between the Union and the Company on a pay rate for the job classification which is different from that established by the Company, the Company agrees to make the adjusted rate effective on the date the job classification and initial rate was established by the Company.

6.04 An assignment to a job classification calling for a higher rate of pay for a period of ninety (90), nine point three seven (9.37) hour days or sixty (60), twelve (12) hour days or more shall require the employee to be reclassified except when the assignment is because of illness, leave of absence or training programs.

6.05 A member assigned the responsibilities of Shift Engineer as agreed to by the Union and Company will receive a premium of 15% in addition to their regular hourly rate.

6.06 During the term of this Agreement, the Steam Ticket premiums for Plant Operations employees working as process operators shall be as set forth in Schedule A.

Effective February 1, 2007 progression and attainment of 3rd, 2nd and 1st class tickets will be supported through the Steam Ticket Recognition Program as defined in Schedule E.

- 6.07** (a) Notwithstanding 6.02 and 6.04, effective January 01, 1998, Plant Operations employees will be paid in accordance with a skill based progression/pay system. Sections 6.02 and 6.04 will not apply to Plant operations employees paid under this system.
- (b) In the skill-based progression/pay system, rates of pay will be based on acquired and demonstrated skills and the successful completion of training modules as set out in the Operator and Maintenance Training Program. The Company will provide the Union with a description of the skills required for each job classification. All plant operations personnel will be expected to achieve the level of Operator/Maintenance 8 and will be given the opportunity to reach the level of Operator/Maintenance 10. Failure by the employee to meet the qualifications for the Operator/Maintenance 8 level may result in termination of employment.
- (c) All Plant Operations employees hired in Operations on or after December 13, 2016 will be expected to achieve the Operator 9 level. The Company will give employees a fair and reasonable opportunity to achieve the Operator 9 level. If an employee is unsuccessful in achieving / maintaining the Operator 9 level, the employee may be reassigned into the progression.
- (d) In addition to the successful completion of the required training modules under the Operator Training Program, Level 08 Operators must have a 3rd class steam ticket, Level 09 Operators must have ½ of a 2nd class steam ticket and Level 10 Operators must have a 2nd class steam ticket.
- (i) Level 8 Operators with a permanent 3rd class ticket progressing to Operator 9 training must have completed all units as per the progression system plus have at least 6 months experience as an Operator 8. To maintain Operator 9 level, the operator must successfully complete 3 papers towards the second class ticket within a 3 year period. Notwithstanding Article 6.04, if the three

(3) papers are not attained within a period of three (3) years, they will be returned to the Operator 8 level and the operator will not be elevated to the Operator 9 level until such papers are achieved.

Except in instances of emergency, once an Operator 8 is designated as an Operator 9, they will not perform work as an Operator 8 until all designated Operator 8 have been asked to perform the work.

- (e) In addition to the successful completion of the required training under the Maintenance Training Program, Level M8 personnel must have a journeyman ticket.
- (f) A maximum time frame between the offering of training modules will be set to ensure that an employee does not lose pay as a result of the Company's inability to provide timely training. Failure to meet this time frame will result in the employee being paid at the next skill level. The employee will still be required to complete the module at the next offering and failing to do so will result in a return to the lower skill level of pay.

6.08 All Maintenance personnel who have, and utilize, dual tradesman tickets will be paid a Dual Ticket premium as set forth in Schedule A.

When an employee entitled to a dual ticket premium works under conditions which also entitles the employee to overtime or other premium pay, the premium rate will be applied to the basic hourly wage rate only.

Dual ticket recognition is limited to:

- (1) the following tradesman tickets: Electrical, Instrumentation, Pipefitter, Millwright, Machinist, Crane, Welder, or
- (2) a single ticket from the list above combined with one of the following diplomas from a recognized Canadian Institute with proof of successful completion:
Instrumentation Engineering Technology Diploma, Electrical Engineering Technology Diploma, Mechanical Engineering Technology Diploma.

ARTICLE VII

PROHIBITION OF STRIKES AND LOCKOUTS

7.01 During the term of this Agreement, neither the Union, as bargaining representative of employees in the bargaining unit, nor any employee covered by this Agreement shall engage in any concerted activities against the Company such as strike, work stoppage, boycott activity, slowdown, picketing or other curtailment in or interference with production, deliveries or operations. In the performance of their duties, employees covered by this Agreement shall not refuse to cross a picket line directed against the Company or otherwise interfere with the conduct of the Company's business during the term of this Agreement. In the event it appears that an employee will be injured in crossing a picket line, the employee shall contact their supervisor immediately in person or by telephone and appropriate steps will be taken to assure safe passage across the picket line.

7.02 During the term of this Agreement there shall be no lockout on the part of the Company.

7.03 It is understood that the Company has the right to discharge or otherwise discipline any employee who engages in, or participates in, any activity or act in violation of Section 7.01 above.

7.04 In the event of any such violation the Union shall, upon notice from the Company, immediately direct any employee in the bargaining unit to resume normal operations immediately and shall take whatever steps may be necessary to terminate such violation.

7.05 There shall be no financial liability on the part of the Union for any violation under this Article provided that the Union complies with the provisions of Section 7.04 of this Article, and the Union or any of its representatives do not cause, authorize, instigate, encourage or condone any such violation.

ARTICLE VIII

SENIORITY

8.01 For all employees now or in the future covered by this Agreement, seniority is defined as service at Kaybob #3 Plant.

8.02 Each employee will be a probationary employee for a period of one hundred and eighty (180) days from the first day of their latest continuous period of employment at Kaybob #3 Plant. When the employment of a probationary employee is terminated, there shall be no requirement of re-employment nor shall the Company's action be subject to Article XI, Arbitration.

8.03 Nothing in this Agreement shall be construed to permit choice of individual work station, equipment, shift, job assignment or other condition of employment; or to give any vested right to any job or portion of any work by reason of seniority.

8.04 An employee shall lose their seniority for any one of the following reasons:

- (a) voluntary quit;
- (b) discharge;
- (c) failure to return from a leave of absence on the expiration date of such leave unless the leave is extended for extenuating circumstances at the sole discretion of the Company;
- (d) when layoff period exceeds the protection period as set forth in Article IX;
- (e) failure to return to work following layoff within time limits specified in Article IX.

8.05 A seniority list will be posted within thirty (30) days of the signing of this Agreement and will be revised at least twice per year. Copies of the seniority list will be supplied to the Union. The seniority list will show name, job classification, and date of employment with the Company and date of

employment at Kaybob #3 Plant. The name of an employee on an authorized leave of absence will be continued on the seniority list.

8.06 If an employee is assigned to a job classification not covered by this Agreement the employee shall retain their seniority rights and continue to accumulate seniority for a period of six (6) months while so employed. Such person when released from excepted employment may exercise their seniority right to return to the job classification from which they came, provided they return within six (6) months from the time they were assigned outside of this Agreement. If the period of assignment to a job outside the scope of the Agreement exceeds six (6) months, upon return to a job classification covered by this Agreement, the employee will be credited with all seniority accumulated by assignment to job classifications covered by this Agreement plus six (6) months accumulated while on assignment outside the Agreement.

ARTICLE IX

PROMOTIONS, DEMOTIONS, LAYOFF AND RECALL

9.01 When promotions are made to jobs within the bargaining unit, candidates will be considered on the basis of qualifications for the job, experience, past performance and physical fitness. All these factors being relatively equal, seniority will be the determining factor.

When promotions are made to jobs within the bargaining unit, vacancies will be posted by the Company in a conspicuous place on the employee bulletin boards. The notice will remain on said bulletin boards for a period of ten (10) days during which time employees who feel they have the necessary qualifications will submit bids to the appropriate supervisor of that unit. Employees on leave of absence or vacation will be automatically considered.

For the purpose of this Article, the term "promotion" refers to an assignment to a classification carrying a higher rate of pay as shown in Schedule A of this Agreement. Assignments to classifications of equal or lower rates of pay as shown in Schedule A will not be considered promotions.

9.02 Demotions made from a classification for reasons other than an employee's deficiencies will be on the basis of ability, experience and seniority, all as determined solely by the Company. For purposes of this article, the term "demotion" refers to an assignment to a classification carrying a lower rate of pay as shown in Schedule A of this Agreement. Assignments to classifications of equal or higher rates of pay as shown in Schedule A shall not be considered demotions.

9.03 When layoffs due to lack of work are necessary, consideration will be given to ability, experience and seniority. All other factors being relatively equal in the opinion of the Company, seniority will govern layoffs and rehiring. It is expressly understood, however, that the Company may retain employees regardless of seniority, who in its judgment are necessary to the efficient operation of the Plant. Prior to any member being laid off, the company will lay off the contractor work force in the same trade or operations first. Any member to be laid off shall have the right to displace any contractor labourer, subject to the employee having the

competencies to perform the required job responsibilities. They shall also remain on the recall list for vacancies in their regular classification with the company. A member who displaces a contractor and remains within their line of progression will have their existing rate maintained until the classification in which they are placed equals the protected rate. A member who displaces a contractor and is placed outside their line of progression will have their existing rate protected for one year.

9.04 An employee laid off due to lack of work will be rehired on the basis that the last man laid off will be the first rehired, provided their seniority protection period has not expired and provided they are, in the judgment of the Company, qualified to fill the vacancy open. Seniority protection for employees laid off will expire at the end of the twelve (12) month recall.

Employees will have a period of thirty (30) days from the time of notification to exercise their option to elect severance or be laid off with rights of recall. A workweek is defined as 40 hours and payment calculated on the employee's base hourly rate.

9.05 Employees eligible for re-employment will be notified of any vacancy for which they may be qualified, by double-registered mail, or telephone, sent or telephoned to the last address left with the Company. The laid-off employee, if interested, will notify the Company by telephone, or in person within seventy-two (72) hours of the time notification is received or one hundred forty-four (144) hours from the date notice is sent, whichever occurs first. They will be given an additional seventy-two (72) hours in which to report for duty. Where prevented from reporting because of genuine extenuating circumstances acceptable to the Company, they will be given reasonable extension of time providing such circumstances are communicated to the Company prior to the expiration of the second seventy-two (72) hour period. This shall not prevent the Company from employing individuals on a temporary basis when needed to fill in until laid-off employees report for duty.

9.06 It is agreed that performance of work for the company by contractors will not cause the layoff of any employee in the bargaining unit. The parties agree the Union may request on a quarterly basis the number of contractors utilized and the total number of hours worked by such contractors.

Using existing forums (e.g. Union/Management Meetings), the parties will

proactively discuss potential workforce changes or initiatives that may impact the workforce. The parties will explore options that could minimize any impact on current employees.

In the event of a plant closure, partial plant closure, technological change or change of methods or facilities which will involve a permanent workforce reduction of employees, the Company shall give the Union not less than six (6) months advance notice or statutory notice, whichever is greater, for such change or closure.

After providing such notice, the parties will meet to consider all available methods to facilitate the planned workforce reductions through attrition. If these considerations fail to provide such workforce reduction within the notice period specified above or in circumstances where attrition is not an appropriate method of providing the required reduction, the parties will discuss other methods of reducing the workforce and minimizing the negative impact on employees affected.

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

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

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

To qualify for the above rate protection, employees must:

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

Employees facing layoff as a result of a plant closure, partial plant closure,

technological change or change of methods or facilities, having the basic qualifications may be considered for transfer to another Union-represented SemCAMS site. Transferred employees will be entitled to rate protection provided the protected rate in their classification is no greater than the corresponding classification of the new location.

In preference to layoff, employees who have at least one year of service may request to accept severance pay and terminate their employment. Employees who remain on layoff for a period of twelve (12) months will receive severance pay and their employment will be terminated.

Where an employee is eligible for severance pay as a result of a layoff, the employee will receive severance pay based on:

- Two weeks' pay plus two weeks' pay for each year of continuous service multiplied by 1.3 provided the employee has at least one year of continuous service. Severance pay for a partial year of service will be calculated on a prorated basis. A weeks' pay shall equal 40 hours at the employee's base hourly rate.

Lastly, the Company will reimburse an employee for training and/or moving costs incurred within two years of termination to a maximum of two thousand dollars (\$2000), provided such expense is for the purpose of an outside employment opportunity, less any other training or moving subsidy available to the employee. Training costs will include registration, tuition fees, books and examination fees.

ARTICLE X

GRIEVANCE PROCEDURE

10.01 The term "grievance" as used in this Agreement shall mean all differences as to the interpretation, application, operation of this Agreement and with respect to any contravention or alleged contravention thereof and any question as to whether the differences are arbitrable.

10.02 Grievances shall be processed as follows:

Step 1: The employee shall submit the grievance in writing to their supervisor within fifteen (15) days of the occurrence or awareness of the event upon which the grievance is based. The grievance shall state the specific nature of the occurrence giving rise to the grievance, section or sections of this Agreement claimed to have been violated, and the relief sought. The Supervisor shall reply in writing within five (5) days from the receipt of the grievance.

Step 2: If the employee is not satisfied with the decision in Step 1, they may appeal the matter to the Plant Superintendent. Such appeal shall be made in writing within five (5) days from the date of the decision in Step 1 and shall include a request for a meeting with the Plant Superintendent or designated representative to discuss the grievance. Such meeting shall be held within five (5) days after the request has been received. The Plant Superintendent shall render a decision in writing within ten (10) days after this meeting.

In any discussion during the aforementioned steps, the employee concerned may be represented by a Union representative.

10.03 The Union may file a grievance as defined in Section 10.01 by submitting the grievance in writing to the Plant Superintendent. The Union shall submit the grievance in writing to the Plant Superintendent within fifteen (15) days of the occurrence of the event upon which the grievance is based. The grievance shall state the specific nature of the occurrence giving rise to the grievance, section or sections of this Agreement claimed to have been violated, and the relief sought. The Plant Superintendent shall reply in writing within five (5) days from the receipt of the grievance.

10.04 Processing of grievances or complaints shall not interfere with the continuity, safety and efficiency of operations.

10.05 In calculating time under this Article, Saturdays, Sundays and holidays recognized under this Agreement shall not be counted. Time limits specified herein shall apply unless extended by mutual agreement in writing between the parties to take care of unusual cases such as illness or other justified absences. If the time limits specified herein or as extended by mutual agreement are not met by the employee or the Union, the matter in dispute shall be considered to have been abandoned.

10.06 It is understood and agreed that no event which occurred prior to the effective date of this Agreement shall be the subject of complaint under any of the procedures provided in this Agreement.

ARTICLE XI

ARBITRATION

11.01 Any "grievance" as defined in Section 10.01 of Article X hereof, which is not settled as a result of grievance procedures and the steps set forth in the said Article X hereof, may be submitted to arbitration in accordance with the following provisions:

- (a) The Union or any employee may notify the Plant Superintendent in writing of its or their desire to arbitrate such grievance, which notification shall be delivered within thirty (30) calendar days after receipt of the Plant Superintendent's decision as provided in Article X. If the thirty (30) day time limit is not met by the Union or the employee, the grievance shall be considered abandoned.
- (b) Within a further fifteen (15) calendar days after the Plant Superintendent received such notification for arbitration, each of the parties to this Agreement shall designate one(1) member to a Board of Arbitrators.
- (c) The two (2) arbitrators so named shall meet within thirty (30) calendar days of receipt by the Plant Superintendent of the notification for arbitration and endeavour to reach a mutually satisfactory settlement of the grievance.
- (d) If the grievance is not satisfactorily settled, the Union or an employee may notify the Company in writing of its or their desire for the designation of a third party arbitrator. Such notification shall be made not later than fifteen (15) calendar days from the date the Company and the Union or employee arbitrators meet under subsection (c) of this Article and in default, the grievance shall be considered to be abandoned.
- (e) The time limits specified in (c) and (d) above are directory but will not cause undue delays to the arbitration proceedings.
- (f) The Company and the Union or employee arbitrators shall attempt to agree upon a person to act as third-party arbitrator and chairman, and in the event of their failing to so agree, the Minister

of Labour shall appoint a chairman upon the request of either party.

- (g) The Board of Arbitration shall have jurisdiction over only one issue at one time and grievances shall not be grouped or combined for submission to a single Board of Arbitration, unless the parties mutually agree to such combination or grouping. All awards of the Board of Arbitration must comply strictly with the provisions of this Agreement and any award not so complying shall be null and void and of no binding effect on either party.
- (h) The expense and compensation of the arbitrators selected by each party shall be borne by the respective parties. The expense and compensation of the third member of the Board of Arbitration shall be divided equally between the Company and the Union or the employee. The expenses, wages, and other compensation of any witnesses called before the Board of Arbitration shall be borne by the party calling such witnesses.
- (i) The Arbitration Board by its decision shall not alter, amend or change the terms of this collective Agreement.

ARTICLE XII

VACATIONS

12.01 Employees will be entitled to vacation as follows:

(a) Employees assigned to a work schedule as set forth in Schedule C shall receive a vacation with pay after completion of continuous service as follows:

In each Calendar year in which an employee completes:	Length of Vacation	Vacation pay for
Less than a calendar year, service will be prorated i.e. May 1 start will be 2/3 of a year, an Oct 1 start will be ¼ of a year.	Prorated against 3 weeks.	Based on service proration (37.5 hr week)
1 year or more, but less than 10 years of continuous service	3 weeks	112.5 hours
10 years or more, but less than 19 years of continuous service	4 weeks	150.0 hours
19 years or more but less than 25 years of continuous service	5 weeks	187.5 hours
25 years or more of continuous service	6 weeks	225.0 hours

(b) Employees working in Plant Operations and assigned to a work schedule as set forth in Schedule B shall receive a vacation with pay after completion of continuous service as follows:

In each Calendar year in which an employee completes:	Length of Vacation	Vacation pay for
Less than a calendar year, service will be prorated i.e. May 1 start will be 2/3 of a year, an Oct 1 start will be ¼ of a year.	Prorated against 3 weeks	Based on service proration (40 hr week)
1 year or more, but less than 10 years of continuous service	3 weeks	120 hours
10 years or more, but less than 19 years of continuous service	4 weeks	160 hours
19 years or more but less than 25 years of continuous service	5 weeks	200 hours
25 years or more of continuous service	6 weeks	240 hours

12.02 Insofar as practicable, the Company will take employee requests into account in scheduling vacations, but operating needs, as determined by the Company, are controlling as to when a vacation may be taken.

12.03 The company will recognize previous experience (Company and/or industry) for the purpose of determining vacation entitlement. New and current employees will be eligible as per Company Policy 325 and Guideline 325G (Vacation) effective 1 January 2001.

12.04 Vacations are non-cumulative. At the employee's option, one (1) week of vacation may be carried over into the next calendar year. The week carried over must be taken within one calendar year of its carry over. Failure to take the vacation week carried over will result in its automatic forfeiture by the employee. An employee may not waive a vacation and draw double pay.

12.05 (a) Pay for vacation will be computed on the following basis:

(i) For an employee who works on a regular schedule and in a definite assignment and whose regular earnings for the period of absence can therefore be determined in advance, vacation pay shall be based on the regular pay which the employee would have received had they been on the job.

(ii) For an employee who works on an undetermined schedule, or who works in several classifications as the work demands and whose earnings therefore cannot be determined in advance, vacation pay shall be based on the average rate of pay for two (2) preceding payroll periods.

(b) Regular pay is the wage paid the employee for their normal hours of work. Payment for overtime, extra pay for holidays, or similar extra payments, shall not be included.

(c) Vacation pay is at the straight-time rate for the regular work schedule. Vacation pay will be reduced by one-twelfth (1/12th) for each continuous period of thirty (30) calendar days an employee is absent from work since their vacation in the prior calendar year other than while receiving sickness benefits under the Company's

published plan or since their service date in the case of the first vacation, provided that the days of vacation shall not be reduced to a number less than that established by provincial authority.

12.06 If during an employee's vacation period, a Company-recognized holiday occurs, the employee will be granted an extra day of paid vacation. The Company reserves the right to grant an extra day's pay at the straight-time rate in lieu of an extra day of paid vacation in any case where it considers such action desirable from an operating standpoint.

ARTICLE XIII

HOLIDAYS

13.01 For the purpose of this Article, the following holidays shall be recognized:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
First Monday in August	

A twelfth holiday will be observed on a day designated by the Company. Should either the federal or provincial governments legislate a new holiday, this new statutory holiday will take the place of the Company-designated twelfth holiday.

13.02 The above recognized holidays shall be considered as falling on the calendar day on which they occur except that for those employees regularly scheduled to work Monday through Friday, the holidays which occur on Saturday and Sunday shall be considered as falling on the day which is designated by the Company.

13.03 Employees required to work on any of the recognized holidays above will be paid as follows:

- (a) Double (2) times the straight-time rate for all hours worked, plus
- (b) Holiday pay equal to nine point three seven (9.37) hours at the straight-time rate for day employees or twelve (12) hours at the straight-time rate for plant operations employees working under Schedule B.

13.04 In no event will employees receive more than the straight-time rate for holidays observed and not worked.

13.05 Employees not required to work on any one of the above recognized holidays will receive holiday pay of nine point three seven (9.37) hours of

regular straight time pay for day employees or twelve (12) hours at the regular straight-time rate for plant operations employees working under Schedule B.

13.06 Employees not required to work on any one of the above recognized holidays will receive regular straight-time pay for the holiday, when holiday time off has been authorized by the Company, provided that if such holiday falls on the employee's regularly scheduled day off, the Company, instead of paying the employee for the holiday, may at its option grant the employee an extra day off, to be designated by it subject to the following conditions:

- (a) An employee on leave of absence without pay on regularly scheduled work day before and after the holiday will not receive such compensation.
- (b) An employee on layoff on account of lack of work will not receive such compensation.
- (c) An employee absent on their scheduled work day before or after the holiday will not receive such compensation unless the reason for such absence is submitted and found acceptable to the Company.
- (d) An employee scheduled to work on the holiday but who fails to report for work will not receive such compensation unless the reason for such absence is submitted and found acceptable to the Company.

ARTICLE XIV

LEAVES OF ABSENCE

14.01 If consistent with operating requirements, employees may be granted leaves of absence without pay for reasonable periods and purposes acceptable to Management. It is understood that determination as to whether the cause is reasonable and whether the Company's requirements permit, shall be at the sole discretion of the Company. The conditions of such leaves with respect to Company benefits shall be established by the Company in each case.

14.02 Any employee who receives a subpoena for jury or witness duty in a Court of Law will be granted leave of absence for that purpose provided the Company is properly notified. The employee shall be paid their regular straight-time rate of pay for the number of scheduled hours lost as a result of such duty. No deduction from Company pay will be made for regular fees received. If expert fees are received, Company pay for time absent will be reduced by the amount of expert witness fees which are in excess of regular fees. An employee is expected to report for work during the period they are excused from such duty to complete the remaining hours in their work schedule except in instances where this would be impracticable.

14.03 Employees may be granted leaves of absence with pay for short periods for justifiable personal reasons or emergencies; the Company to be sole judge in this matter.

14.04 An employee on leave of absence will refrain from engaging in other employment or occupation during such leave unless given written approval by the Company.

14.05 (a) Leave of absence without pay for Union business shall be granted to any two (2) employees at one time for a maximum period of fourteen (14) working days each at one time for an aggregate of fifty-six (56) working days in any one (1) calendar year provided that:

(i) written application for leave is made at least ten (10) days in advance; and

(ii) the Company is able to furnish a qualified replacement from within the plant.

(b) Within these same limits, Leave of Absence with pay will be considered by Management for Union Executive members for training as provided by Unifor, subject to and aligned with business and operational needs. Total numbers of days with or without pay shall not exceed a total of 56 days.

ARTICLE XV

MANAGEMENT RIGHTS

All Management rights and inherent functions are retained by the Company, except as expressly abridged or modified by this Agreement. The rights of the Company in the exercise of its functions of Management shall include, but are not limited to, the following:

The right from time to time to determine or discontinue the number, location and types of its operations, and the methods, processes, equipment and materials to be employed; to direct the working force and to make job assignments; to utilize the services of contract labour; to plan, direct and control all operations; to determine the size of the working force; to determine and to control all facilities furnished employees not dealt with expressly herein; to hire, promote, demote, transfer, classify, reclassify and lay off employees; to determine the content of each job; to make, alter from time to time and to enforce rules and regulations to be observed by the employees, provided such rules and regulations are not inconsistent with the terms and provisions hereof; and to discipline or discharge any employee for cause; provided, however, that any discipline or discharge of any employee for cause shall be subject to the provisions of the Articles of this Agreement.

ARTICLE XVI

MISCELLANEOUS

16.01 To maintain the efficiency of its working force and to ensure an adequate supply of competent employees for advancement, the Company may institute and administer such training programs as it deems necessary to meet requirements.

16.02 The Company and the Union agree that there shall be no discrimination against any employee due to membership or non-membership in the Union or contrary to any applicable human rights laws.

16.03 The Company will provide space and designate an appropriate location for up to three (3) Union bulletin boards which shall be built and installed at the Company's expense.

16.04 Except for short periods or in emergencies, supervisory persons excluded from the terms of this Agreement shall not perform the duties of any jobs included under the scope of this Agreement when qualified personnel eligible under the Agreement are available and when such performance of work would cause displacement or layoff of a qualified employee within the bargaining unit.

16.05 The Company will pay employees a transportation allowance equivalent to three-quarters (3/4) hour at the straight-time rate for each day of work at the Kaybob South #3 Gas Plant or any other location.

16.06 The Company will provide the Union with job qualification information for those classifications within the bargaining unit.

16.07 The company will pay employees for travel time to and from company approved training courses. This payment will also apply to employees on apprenticeship programs. Payment will be determined by the Standard Time/Mileage Rate Table as per Schedule D.

16.08 The position of Scheduler for shift employees will be filled by one dedicated and one alternate senior day shift operator (Op7 to Op 10), as selected by Management. The Scheduler will adhere to the Schedulers Roles and Responsibilities as agreed to by Management and the Union,

and will help ensure consistency in the administering of basic scheduling issues (vacations, shift rosters, banked hours earning, etc.)-

Management and the Union agree to revisit the Schedulers Roles and Responsibilities as required to support this new model.

16.09 On April 1 of each year, the Company shall remit \$20 for each represented employee to the Unifor Humanitarian Fund. The Union will also contribute \$20 for each represented employee to the fund. The union agrees the sole purpose of this fund is to provide humanitarian relief and will provide evidence by the end of each calendar year of its donations. Failure to provide satisfactory evidence to the Company, including an audit of the fund, will remove the Company's obligation to make further payments to the fund.

16.10 Effective January 1, 2017, the Company will remit three cents (\$0.03) for each full time employee's regular hours of work on a quarterly basis to the Canadian Community Fund ("CCF"). Upon request of the Company, the union agrees to provide a letter of the activities of the CCF.

Payments will be sent by the Company to the following address:

Unifor Canadian Community Fund
205 Placer Court
Toronto, ON M2H 3H9

16.11 Effective December 31, 2016, the Company will no longer make remittance to the Health, Safety and Industrial Relations Training Fund ("HSIRTF")

Effective January 1, 2017, the Company will remit five cents (\$0.05) for each full time employee's regular hours of work to Paid Education Leave ("PEL"). The Union commits to maintain the principles and governance established with the HSIRTF for administration and reporting of PEL activities to the Company. The Union agrees that the funds will be used solely for the purpose of the PEL.

Payments will be sent by the Company to the following address:

Unifor Paid Education Leave Program
205 Placer Court
Toronto, ON M2H 3H9

ARTICLE XVII

HEALTH AND SAFETY

17.01 The purpose of this Article is to assist in promoting safe and healthful working conditions and procedures, and to encourage employees to adopt and follow sound health and safety procedures in the performance of their work.

17.02 Both the Company and the Union recognize that a healthful and safe work environment and safe work practices are essential to the well-being of employees and for the efficient operation of the Plant.

The Union will encourage its members to work in a safe manner and to cooperate in the maintenance of a safe and healthful work environment.

17.03 The Company will continue its established policy of protecting the health of its employees, of providing safe working conditions, and promoting safe work practices. The Company welcomes suggestions from employees, preferably in writing. It will promptly acknowledge all such written suggestions in writing, when addressed to the appropriate Company representative, and will investigate their merit and practicability.

17.04 If an employee covered by this Agreement accompanies a government inspector at the inspector's request during an inspection of the Plant, the employee will not lose pay applicable for the day being worked.

17.05 The Company agrees to provide and maintain lockers, lunch rooms, sanitary facilities and first aid facilities. Employees using these facilities are expected to refrain from littering and abusing these facilities.

17.06 Pursuant to Section 17.03, the Company will continue to administer its established Health and Safety Program. In addition, the Company and the Union agree to the establishment of a Health and Safety Committee to promote the maintenance of a healthful work environment, safe work practices among employees, and to submit constructive recommendations to the Plant Superintendent.

Such Committee shall consist of three (3) employees from Maintenance and three (3) employees from Operations selected by the Union. The

Union will encourage representation from each maintenance discipline, (Rotating, General Maintenance, Electrical, Instrumentation) and no more than one (1) Head Plant Operator. Management will select up to three (3) salaried employees to participate on the Committee. In addition, the Company will appoint a representative (non-represented) from the Plant Safety Section to serve with the Health and Safety Committee as an advisory member who will provide technical advice to the Committee. The Union and Management will each select from its Committee members one (1) individual to act as Co-Chair for the Committee and one member to act as Alternate Co-Chair. All three (3) Maintenance and three (3) Operations employees elected by the Union will have the opportunity to attend every meeting subject to availability. A minimum of one (1) Operations and one (1) Maintenance representative is required for each meeting.

- (a) The Health and Safety Committee shall meet at least monthly to discuss health and safety matters, to make routine plant inspections in accordance with an annual schedule established by the Committee, and to make recommendations to the Company. In the event a recommendation made to the Company is not accepted, an explanation will be made to the Health and Safety Committee.
- (b) Union-appointed employees covered by the Agreement who serve on the Committee shall be pay protected (base wage, shift differential, steam ticket or dual ticket premiums) for time spent attending Committee meetings. Travel time will be paid and transportation provided if a meeting results in a trip to the plant.
- (c) The Company will provide written minutes of the joint Health and Safety Committee meetings to each representative on the Health and Safety Committee.

17.07 The Company will advise employees of any health and safety hazards known to it to be associated with specific substances used in the operation of the Unit and will inform employees of the precautions to be taken and the procedures to be followed for the protection of their health and safety.

17.08 The Company shall remit sixty dollars (\$60.00) per year for each regular member of the bargaining unit employed by the Company to the Safety, Health and Industrial Relations Training Fund established by the

Union (the "Fund").

Payments will be made to the Fund on a quarterly basis with respect to all regular members of the bargaining unit employed throughout such quarter.

The Union agrees the sole purpose of this Fund will be to provide training to its members and will provide evidence by the end of each calendar year to the Company that its employees at the Kaybob South #3 Gas Plant have shared equitably in the benefits of the Fund. Failure to provide satisfactory evidence, including an audit of the Fund, to the Company will remove the Company's obligation to make further payments to the Fund. The Union further agrees that training provided by the Fund will be consistent with the safety and health programs and policies of the Company.

The provisions of the Collective Agreement respecting leaves of absence will apply to leave requested.

ARTICLE XVIII

NOTICES

18.01 Except as otherwise herein provided all notices required or permitted to be given by one party to the other shall be deemed to be properly given when delivered in writing personally to the addressee thereof or an office or representative of same or when mailed by prepaid registered post as set forth below:

To the Union (two copies)

Unifor
Local 909
PO Box 1717
Whitecourt, Alberta
T7S 1P5

To the Company (two copies)

Plant Superintendent
SemCAMS Midstream ULC
Kaybob South No. 3 Gas Plant
P.O. Box 460
Fox Creek, Alberta
T0H 1P0

A party may change its address for the purpose hereof by directing a notice of such change to the other party and thereafter such changed address shall be effective for all purposes of this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2019.

**UNIFOR
LOCAL 909**

SEMCAMS MIDSTREAM ULC

For the Union:

For the Company:

Ryan Dube

Jody Klotz

John McNeil

David Roddick

Steven Heaton

Sabrina Reid

Joe Spivak

Craig Freeborn

Brian Campbell

SCHEDULE A

CLASSIFICATIONS & MINIMUM HOURLY RATES OF PAY

Classifications	February 1, 2019	February 1, 2020	February 1, 2021	February 1, 2022
Operator 10	\$57.99	\$59.59	\$61.38	\$63.53
Maintenance 10	\$53.96	\$55.44	\$57.10	\$59.10
Operator 9	\$53.85	\$55.33	\$56.99	\$58.99
Maintenance 9	\$53.08	\$54.54	\$56.18	\$58.15
Maintenance 8	\$51.10	\$52.50	\$54.08	\$55.97
Operator 8	\$49.10	\$50.45	\$51.96	\$53.78
Maintenance 7	\$48.74	\$50.08	\$51.58	\$53.39
Operator 7	\$47.23	\$48.53	\$49.99	\$51.74
Operator 6 / Maintenance 6	\$46.04	\$47.31	\$48.73	\$50.43
Operator 5 / Maintenance 5	\$43.39	\$44.58	\$45.92	\$47.53
Operator 4 / Maintenance 4	\$40.86	\$41.98	\$43.24	\$44.75
Operator 3 / Maintenance 3	\$37.79	\$38.83	\$40.00	\$41.40
Operator 2 / Maintenance 2	\$35.45	\$36.43	\$37.52	\$38.84
Operator 1 / Maintenance 1	\$33.16	\$34.07	\$35.09	\$36.32
Shift Differential Premiums	February 1 2019	February 1 2020	February 1 2021	February 1 2022
Day Shift (07:00 - 19:00)	\$1.22	\$1.25	\$1.29	\$1.34
Night Shift (19:00 - 07:00)	\$2.78	\$2.85	\$2.94	\$3.04
Steam Ticket Premiums	February 1 2019	February 1 2020	February 1 2021	February 1 2022
3 rd Class Steam Ticket	\$2.12	\$2.18	\$2.25	\$2.32
2 nd Class Steam Ticket	\$4.24	\$4.36	\$4.49	\$4.65
1 st Class Steam Ticket	\$5.65	\$5.80	\$5.98	\$6.19
Dual Ticket Premiums	February 1 2019	February 1 2020	February 1 2021	February 1 2022
Dual Ticket	\$1.60	\$1.64	\$1.69	\$1.75

SCHEDULE B

PLANT OPERATIONS SHIFT SCHEDULE

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1			D12	D12	D12	D12	D12
Week 2	D12	D12					
Week 3			N12	N12	N12	N12	N12
Week 4	N12	N12					

Notes:

- (i) D12 refers to a twelve (12) hour day commencing at 7:00 a.m. and ending at 7:00 p.m.
- (ii) N12 refers to a twelve (12) hour day commencing at 7:00 p.m. and ending at 7:00 a.m.

SCHEDULE C

DAY EMPLOYEE WORK SCHEDULE

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1 (C)	9.37	9.37	9.37	9.37			
Week 1 (D)		9.37	9.37	9.37	9.37		
Week 2 (D)	9.37	9.37	9.37	9.37			
Week 2 (C)		9.37	9.37	9.37	9.37		

Note:

- (i) refers to a nine point three seven (9.37) hour day commencing at 6:58 a.m. and ending at 4:50 p.m. broken by a half-hour unpaid lunch period from 12:00 to 12:30.

SCHEDULE D

Standard Table for determining travel time for course attendance:

Fox Creek to Location	Mileage one way	Time
Grande Prairie	200 km.	2.0 hrs.
Whitecourt	80 km.	1.0 hr.
Edmonton	300 km.	3.0 hrs.
Red Deer	450 km	4.5 hrs.
Calgary	600 km.	6.0 hrs.

SCHEDULE E

Steam Ticket Recognition Program

A lump sum payment will be paid for each paper on a ticket that is passed and a final lump sum payment upon completion of all papers required for that level of certification.

Example #1:

3 rd	\$350/paper before tax, plus \$1000 before tax final payment
2 nd	\$400/paper before tax, plus \$2600 before tax final payment
1 st	\$400/paper before tax, plus \$3000 before tax final payment

New hires will be recognized for any papers held upon hire once all papers for that level of certification have been passed.

Example #2 :

A new employee holding a 3rd Class Steam Ticket with two papers passed on his 2nd Class ticket will be compensated at \$400/paper for each of the four remaining papers as they are passed. Upon completion of all six papers the employee will be paid the final lump sum payment of \$2600.00 plus the \$400/paper for the two papers held upon hiring. Partially completed 3rd and 1st Class tickets will be compensated using the same pattern as above using the values outlined in Example #1.

Present employees working on achieving the next level of certification will be compensated for previously passed papers. This compensation will occur upon completion of all exams for the level of certificate they are working on. The payment schedule will follow the pattern in Example #2 above.

1st Class papers and recognition will be paid upon attaining Operator 10 classification.

Any new hire from the date of ratification of this agreement will immediately fall under the new program.

Memorandum of Agreement

Dated July 30, 2019

This memorandum dated July 30, 2019 details the tentative settlement between SemCAMS Midstream ULC (SemCAMS) and UNIFOR Local 909. The undersigned Union officers on behalf of the negotiating Committee agree to recommend acceptance of this settlement as outlined below, to the membership of Local 909. The undersigned Company representatives on behalf of the negotiating Committee agree to recommend acceptance of this settlement as outlined below, to SemCAMS management.

For the Company

For the Union

Director Human Resources

Local 909, President

K3 Area Superintendent

Unifor National Representative

- The term of the agreement to be for a period of four (4) years from February 1, 2019 to January 31, 2023.
- Wage Rates – hourly rates, shift differentials, steam tickets and dual ticket premiums will be increased 2.5% effective February 1, 2019, 2.75% effective February 1, 2020, 3.0 % effective February 1, 2021 and 3.5% effective February 1, 2022.
- Employees who retire during the negotiation period will receive a retro-active wage adjustment for any hours worked between February 1, 2019 and the ratification of the renewed collective agreement.
- All references to SemCAMS ULC have been updated to SemCAMS Midstream ULC.
- Article 1.06 – 2nd paragraph revised as follows:
Employees attending union/management meetings on their day off will be compensated by accumulating banked time at the straight time rate. Banked hours will include meeting hours. Travel to meetings will be banked if such

meetings are held at the Kaybob South No. 3 Gas Plant. Banked time off will be granted as per Section 4.18.

- Article 4.04(a)(i) and (ii) revised as follows:
 - (i) during weeks one (1) through four (4) of Schedule B, a work day shall consist of twelve (12) consecutive hours. Shift hours will be:
 - 07:00 (Day Shift).
 - 19:00 (Night Shift)
 - (ii) A work week shall be from 19:01 Sunday to 19:00 the following Sunday. The average hours of work per week shall be forty-two (42) hours per week made up of 40 regular and two (2) overtime over a twenty-eight (28) day cycle.
- The parties agree to revise all articles in the Collective Agreement referencing hours of work or work cycles impacted by the changes in Schedules “B” and “C”. The following articles include a reference to eight and one third (8.33) hours, this reference has been changed to nine point three seven (9.37):
 - Article 4.04 (b)(i)
 - Article 4.07
 - Article 4.13
 - Article 4.14 – 1st paragraph
 - Article 5.04
 - Article 6.04
 - Article 13.03 (b)
 - Article 13.05
- Article 4.18 - 2nd paragraph revised as follows:

Shift employees may bank up to eight (8) statutory holidays to be taken at a later date, subject to Management approval. The maximum amount that an employee may bank in any one year in combination of Overtime and Statutory Holiday banks is 50 hours double-time, or 100 hours straight-time, of regular pay.
- Article 9.06 - 2nd last paragraph revised as follows:

Where an employee is eligible for severance pay as a result of a layoff, the employee will receive severance pay based on:

- Two weeks' pay plus two weeks' pay for each year of continuous service multiplied by 1.3 provided the employee has at least one year of continuous service. Severance pay for a partial year of service will be calculated on a prorated basis. A weeks' pay shall equal 40 hours at the employee's base hourly rate.

- Article 12.01(b) – the chart revised as follows:

In each Calendar year in which an employee completes:	Length of Vacation	Vacation pay for
Less than a calendar year, service will be prorated i.e. May 1 start will be 2/3 of a year, an Oct 1 start will be ¼ of a year.	Prorated against 3 weeks	Based on service proration (40 hr week)
1 year or more, but less than 10 years of continuous service	3 weeks	120 hours
10 years or more, but less than 19 years of continuous service	4 weeks	160 hours
19 years or more but less than 25 years of continuous service	5 weeks	200 hours
25 years or more of continuous service	6 weeks	240 hours

- Article 13.04 – Deleted - article referred to the 5th week in the former Operator schedule. The subsequent bullet points are renumbered
- Article 16.08 -1st paragraph revised as follows (removed reference to the 5th week in the former Operator schedule) :
The position of Scheduler for shift employees will be filled by one dedicated and one alternate senior day shift operator (Op7 to Op 10), as selected by Management. The Scheduler will adhere to the Schedulers Roles and Responsibilities as agreed to by Management and the Union, and will help ensure consistency in the administering of basic scheduling issues (vacations, shift rosters, banked hours earning, etc.).
- Schedule B revised as follows:

PLANT OPERATIONS SHIFT SCHEDULE

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1			D12	D12	D12	D12	D12
Week 2	D12	D12					
Week 3			N12	N12	N12	N12	N12

Week 4	N12	N12					
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- In response to the Union request, the parties agree to the following:

During the life of this collective agreement, ending January 31, 2023, the Company commits that there will be no lay-offs as a direct result of the transition from the five (5) to the four (4) crew Operations schedule. Any current Operators deemed surplus in the period will be addressed by attrition.

The parties further agree that this commitment will apply only for the period in question, will not be renewed and will not otherwise limit management rights.

- Schedule C revised as follows:

DAY EMPLOYEE WORK SCHEDULE

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1 (C)	9.37	9.37	9.37	9.37			
Week 1 (D)		9.37	9.37	9.37	9.37		
Week 2 (D)	9.37	9.37	9.37	9.37			
Week 2 (C)		9.37	9.37	9.37	9.37		

Note:

- (i) refers to a nine point three seven (9.37) hour day commencing at 6:58 a.m. and ending at 4:50 p.m. broken by a half-hour unpaid lunch period from 12:00 to 12:30.

- The Parties agree to renew and update Appendices 1 through 8.
- Appendix 5 – #7 - Deleted. The subsequent bullet points renumbered
- Appendix 5 - #15 (now #14) revised as follows:
Changes to the guidelines will be approved by President Local 909 and the Director of HR or designate (i.e. banked time, vacation and scheduler's roles and responsibilities).
- During 2019 negotiations the Company and the Union discussed the impact of domestic violence or abuse on employees and the workplace.

Domestic violence or abuse impacts productivity and often results in absences. Employee absences can be connected to illness and/or their ability to report to work. Additionally, domestic violence can be difficult for employees to disclose and receive the necessary help or support.

Knowing employees face situations of violence or abuse in their personal lives and the negative impact this issue can have on the workplace, the Company and the Union agreed on the need to bring greater awareness and make it easier for employees to disclose and ask for help.

The Company agrees to sponsor a meeting with national and local union representatives to review and discuss the impact of domestic violence or abuse on employees and how it impacts the workplace. The purpose of this meeting will be to explore ways the Company and the Union can collaborate to address the following:

- Raise awareness;
 - Enable disclosure from employees experiencing domestic violence or abuse;
 - Promote access to domestic violence or abuse support services; and
 - Develop a plan to have continued dialogue during the term of the collective agreement.
- Add new Appendix 9 as follows:

Appendix 9

LETTER OF UNDERSTANDING
(FORMS PART OF THE AGREEMENT, NOT TO APPEAR IN THE COLLECTIVE
AGREEMENT)

Between

SemCAMS Midstream ULC

And

Unifor Local 909

The Company and the Union agree that the seven (7) days on and seven (7) days off schedule for shift employees working in Plant Operations consisting of 40 hours straight time and 2 hours at double time rates as stated in Article 4.04(a)(ii) will be paid as 11.43 hours at straight time and 0.57 hours at double time on a daily basis.

For the Union

Ryan Dube
President Unifor, Local 909

For the Company

David Roddick
SemCAMS Midstream ULC

Appendix 1

July 30, 2019

Unifor
Local 909
PO Box 1717
Whitecourt, Alberta
T7S 1P5

Attention Mr. Ryan Dube
President

Re: Successorship Rights

Dear Ryan

SemCAMS Midstream ULC undertakes that for the life of the current collective agreement it will abide by the following labour legislation as it exists at the writing of this letter: Section 46 of the Labour Relations Code of Alberta.

Yours truly,

Jody Klotz
Director Human Resources
SemCAMS Midstream ULC

Appendix 2

July 30, 2019

Unifor
Local 909
Box 1717
Whitecourt, AB
T7S 1P5

Attention Mr. Ryan Dube
President

Re: Benefit Plans

Dear Ryan,

SemCAMS Midstream ULC current benefit plans will not be reduced in total value to your members, nor will significant reductions be made to the plan during the term of the 2019 – 2023 Collective Agreement between Unifor Union (Unifor) and SemCAMS Midstream ULC, without first giving a minimum of three (3) months written notice to Unifor specifying the nature of the change(s) to be made and allowing time for the National Office of Unifor (or its designate) to consult and provide meaningful input before such change(s) are implemented by the company. This includes benefits provided under SemCAMS Midstream ULC: Guideline 334G Exceptional Medical Travel Assistance; HES Policy EMS604 Safety Footwear; Employee & Family Assistance Program; and Health Care Spending Account.

Yours truly,

Jody Klotz
Director Human Resources
SemCAMS Midstream ULC

Appendix 3

July 30, 2019

Unifor
Local 909
Box 1717
Whitecourt, AB
T7S 1P5

Attention Mr. Ryan Dube
President

Re: SemCAMS Midstream ULC Retirement Plans

Dear Ryan,

SemCAMS Midstream ULC will provide to the Unifor National Office (or its designates) copies of the pension plan text applicable to our employees. Copies of any amendments made to the text will be provided when they are filed with the regulatory bodies. The Company will provide copies of actuarial valuations filed with applicable federal or regulatory bodies.

Yours truly,

Jody Klotz
Director Human Resources
SemCAMS Midstream ULC

Appendix 4

July 30, 2019

Unifor
Local 909
Box 1717
Whitecourt, AB
T7S 1P5

Attention Mr. Ryan Dube
President

Re: Plant Operations Progression System – Letter to File

This is an agreement between SemCAMS Midstream ULC and Unifor Local 909 to provide grandfathering status to the following employee.

The following employee is to be considered exempt from the need to meet the *Operator/Maintenance* level requirements for the duration of his employment with SemCAMS Midstream ULC and its successors.

Name: A.N. OtherNote: Each individual will appear here and the letter placed in employee's file.

This exemption supercedes the Letter of Understanding related to Plant Operations Progression / Pay System as included in the 1997-2001 Agreement between Chevron Canada Resources and Communication, Energy and Paperworkers Union Local 909.

Yours truly,

Jody Klotz
Director Human Resources
SemCAMS Midstream ULC

Appendix 5

SCHEDULERS ROLES AND RESPONSIBILITIES

(Union and Company have agreed to follow the guidelines set out below)

1. Scheduler is responsible to have the crews' shift schedules off "S" drive completed indicating proper unit coverage and posted on the wall in the control room 35 days in advance.
2. Scheduler is to assist the Operations Supervisors and/or Shift Engineer for overtime coverage on a daily basis following the call-out overtime guidelines.
3. It is the scheduler's responsibility to ensure that the secondary (alternate) scheduler is trained to perform his daily duties if he/she is absent.
4. The scheduler is responsible to send a copy (e-mail) of OT refusal to the Operations Supervisor who will enter the hours in the operations log book within 14 calendar days.
5. Ensure that anyone scheduled into the training center will not create overtime unless approved by the designated Operations Supervisor. Scheduler must inform the Operations Supervisor and trainer of any overtime issues once the training schedule is posted and/or as each crew's manpower changes.
6. The Scheduler ensures any banked time off requests do not create overtime.
7. After Scheduler review, any vacation or banked time forms will be approved by Management prior to being entered into the shift schedule and scheduling binder.
8. All scheduling documentation will be updated and maintained on the "S" drive/operations folder/crew schedules/. Access is limited to the Scheduler and designated alternate, Operations Supervisors and read only for HPO's.
9. Employees that have scheduled their vacation prior to the time of request (either regular vacation, company business, company training and/or union business) will not be charged overtime refusal in that time period.
10. Adhere to general vacation guidelines.
11. Scheduled refusals of less than 10 days' notice will not be counted as refusal hours and therefore will not be tracked.
12. The Scheduler will be notified of any changes made to the schedule.
13. Ensure both parties adhere to established guidelines.
14. Changes to the guidelines will be approved by President Local 909 and the Director of HR or designate (i.e. banked time, vacation and scheduler's roles and responsibilities).
15. One Scheduler and a designated alternate will be selected by the Company.
16. Operations Supervisors are responsible for cancelling banking and vacation time as business needs dictate. (The Company will exercise all other options before considering cancelling an employee's vacation).
17. All Operators will have their time entered into the operations log book for overtime tracking purposes.

Management and the Union agree to revisit the roles and responsibilities as required to support the new model.

May 30, 2007

Revised February 13, 2013

Revised July 30, 2019

Appendix 6

SemCAMS Kaybob South #3 SHIFT ENGINEER Roles and Responsibilities

The Shift engineer, under the direction of the Chief Engineer, shall maintain the power plant/processing plant and related equipment in a safe and efficient manner in accordance with ABSA regulations. In addition, the Shift engineer will:

1. Help identify/provide training and assistance to junior personnel.
2. Assume the “on-site Commander” role during emergency conditions and initiate response procedures until relieved by a more qualified Incident Commander.
3. Provide coverage for the Operations Supervisor on a voluntary basis.
4. Have a discussion with the Operations Supervisor relaying information regarding plant operations.
5. Ensure immediate action is taken to correct or control any environmental upset and follow the environmental violation reporting process.
6. Assist with the development of Operations procedures, lock out procedures, blind lists and standing orders.
7. Ensure incidents are documented and reported as per the SemCAMS reporting process following the K3 structure.
8. Ensure the Operations Supervisor has approved the Shift Engineer’s personal leave.
9. Will not vacate the Shift Engineers position until suitably relieved.
10. Maintain adequate crew staffing.
11. Hold quarterly Man down drills and provide documentation.
12. Conduct kick-off meeting on back shifts (weekends and night shift).
13. Ensure a monthly safety meeting is held and provide documentation.
14. Maintain daily/nightly time entries into the Operations electronic logbook.
15. Ensure that the facility operates as close to the control conditions, as stipulated by environmental and government procedures and regulations, site specific operating procedures and operating parameters.
16. Ensure work requests are issued in a timely manner, with clear description of the problems encountered.
17. Participate in TAR – act as lead for work groups.
18. Maintains knowledge of policies, practices, standing orders and operating procedures and relays daily requests to respective operations crew members.
19. Direct operating crew to ensure Operations key job responsibilities and supervisory requests are met as they apply to the operations of the facility.

May 30, 2007. Revised February 1, 2016. Renewed July 30, 2019

Appendix 7

July 30, 2019

David Roddick
K3 Area Superintendent
SemCAMS Midstream ULC

Re: Canadian Community Fund

Dear David,

As per our discussions in the 2019 negotiations, this is confirmation from the union that the purpose of the fund is for issues of natural disasters and social issues in the communities where we work.

Some examples of where the union has currently donated funds are:

1. Native Reserves lacking fresh water.
2. Devastation in Fort McMurray as a result of the fires in May 2016.
3. Flood relief in Cape Breton October 2016.
4. Project work with natives (Inspire Program generating youth activism).

The union also confirms that this fund will only be used for the purpose of the fund and will comply with the Canadian and American donation guidelines for a publicly traded company.

Sincerely,

Brian Campbell
Unifor National Representative

Appendix 8

July 30, 2019

David Roddick
K3 Area Superintendent
SemCAMS Midstream ULC

Re: Paid Education Leave Program

Dear David,

As per our discussions in the 2019 negotiations, this is confirmation from the union that these funds will only be used for the purpose of the fund.

Sincerely,

Brian Campbell
Unifor National Representative

Appendix 9

LETTER OF UNDERSTANDING
(FORMS PART OF THE AGREEMENT, NOT TO APPEAR IN THE COLLECTIVE
AGREEMENT)

Between

SemCAMS Midstream ULC

And

Unifor Local 909

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For the Union

For the Company

Ryan Dube
President Unifor, Local 909

David Roddick
SemCAMS Midstream ULC