

WATERTON COMPLEX
COLLECTIVE UNION AGREEMENT
2019 - 2023

between

SHELL CANADA LIMITED
hereinafter called " the Company"

and

UNIFOR
LOCAL 835
hereinafter called "the Union"

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ARTICLE I
RECOGNITION

1. The Company recognizes the Union as the exclusive bargaining agent for "All operating and maintenance employees of Shell Canada Limited, employed at and from the Waterton Complex near Pincher Creek, Alberta, herein called "the Complex", excluding foreman and those above the rank of foreman, technical professional, laboratory, stores, office and clerical employees" in accordance with Certificate No. 171-93 issued by the Alberta Board of Industrial Relations.
2. The Union recognizes the responsibilities imposed on it as the exclusive bargaining agent of the employees it represents and will endeavor to further good industrial relations between the employees and the Company.
3. The parties agree to endeavor to hold informal monthly regular meetings for the purpose of discussing matters of mutual concern, including questions of safety and health. It is further agreed that either party may request additional meetings as necessary.
4. The Company and the Union jointly agree that in order to provide good working conditions,

maximum opportunities for continuing employment, productivity and consideration for employees non-work obligations, it is necessary to promote and maintain good industrial relations between employees and the Company.

5. Management will advise the Union of new hires and/or transferees and will allow a member of the Local Union Executive thirty (30) minutes during regular new employee orientation sessions to present the Union information package. The information package must be acceptable to Management and future changes will require management review and concurrence.

ARTICLE II
MANAGEMENT FUNCTIONS

1. The Management of the Complex and the direction of the working force, including the right to plan, direct and control Complex operations; to schedule and assign work to employees; to determine the means, methods, processes and schedules of production; to determine the products to be manufactured; the location of its plants and the continuance of its operating departments; to establish production standards and to maintain the efficiency of employees; to establish and require employees to observe Company rules and regulations; to hire, lay-off or relieve employees from duties are the sole rights of the Company. It is the exclusive function of the Company to maintain order and to suspend, demote, discipline, and discharge employees for just cause. Any discipline or discharge of an employee for just cause shall be subject to the right of the employee to lodge a grievance in the manner and the extent provided in Article XIII. During the probationary period, an employee shall not have access to the arbitration provisions of the Grievance Procedure (Article XIII, Grievances). The foregoing enumeration of Management's functions shall not be deemed to exclude other functions not specifically set forth in this Article, the Company

therefore retaining all Management rights not specifically covered.

ARTICLE III
DISCRIMINATION - HARASSMENT

2. Employees shall have the right to enjoy their employment free of discrimination and/or harassment by either the Company or the Union by reason of race, gender, age, colour, nationality, religious or political affiliation, and membership or non-membership in any labour organization.
3. Both the Company and the Union recognize the inherent dignity, worth and equality of every employee, and are committed to providing a workplace free from unlawful discrimination and harassment.
4. Harassment and discrimination are offensive. Such behaviour violates human rights legislation and is hostile to the Company's and the Union's culture and interests. Neither harassment nor discrimination will be tolerated regardless of intent.

ARTICLE IV
DURATION OF AGREEMENT

1. This Agreement shall be effective as of April 1, 2019 and shall remain in force and effect through March 31, 2023 and from year to year thereafter until cancelled by either of the parties hereto, by the delivery of written notice from the party so intending to cancel the Agreement to the other party, not more than ninety (90) days, and no less than 30 days prior, to March 31, 2023 or no more than ninety (90) days, and no less than 30 days prior, to the expiration of any subsequent period of twelve (12) calendar months, the first of such periods to commence on March 1, 2023. The anniversary date is deemed to be March 1.

2. In the event either party to this Agreement desires to change or amend this Agreement to have effect for the twelve (12) month period beginning on March 1, 2023, or for any subsequent period of twelve (12) calendar months, the first of such periods to commence on March 1, 2023, notice of such desire shall be given within like time and manner as that herein specified for cancellation.

ARTICLE V
RATES OF PAY

1. The Company shall pay the employees covered by this Agreement not less than the hourly rates for the job classifications as set forth in Schedule "A".
2. The Company shall not reduce the hourly rate of pay below that now being paid to an employee regularly assigned except in the case of demotions hereafter occurring.
3. Whenever a new classification is created, the Company shall notify the Union in writing as to the rate applicable to the new classification and such rate shall be subject to negotiation if the Union so desires.
4. Where at the direction of the Company employees are required to work in a higher paid classification for fifteen (15) minutes or more, they shall receive the higher rate for one (1) hour; for time so worked over one (1) hour, they shall receive the higher rate based on actual time worked in intervals of fifteen (15) minutes.
5. When employees are assigned temporarily as an "extra" person to the Lead Operator position in order to qualify for work in the higher rated

classification, they shall receive the rate of their regular classification unless they are assigned full responsibility for the job. In such event, they shall receive the Lead Operator rate based on the actual hours worked while so assigned.

6. Fifteen (15) minutes shall be the least time unit for computing straight-time or overtime pay.
7. In years where there is an off-cycle wage adjustment, the adjustment may not automatically apply to other wage related items, most notably shift differential.

ARTICLE VI
SHIFT BONUS

1. Effective July 1, 2017, the Company agrees to pay continuous, rotating 12-hour shift employees 2.67% per hour of the Operator No. 2 straight-time hourly rate for hours worked between 7:00 a.m. and 7:00 p.m., and, 6.0% per hour of the Operator No. 2 straight-time hourly rate for hours worked between 7:00 p.m. and 7:00 a.m.
2. Shift bonuses will not be paid to day (non-shift) employees, as defined in Article VII, Paragraph 2, for out-of-scheduled work. It is expressly recognized, however, that:
 - (a) day employees, whose schedule is temporarily changed so that they are scheduled to work on a shift whose hours begin before 6:00 a.m. or end after 6:00 p.m. shall receive an applicable shift bonus during the effective period of such schedule change at 4% of the Operator No. 2 straight-time hourly rate for hours worked between 4:00 p.m. and 12:00 midnight, and 7% of the Operator No. 2 straight-time rate for hours worked between 12:00 midnight and 8:00 a.m.
 - (b) a day employee who, even without a schedule change, works in place of a shift

employee is entitled to receive the applicable shift bonus during the period of such replacement.

3. Employees entitled to a shift bonus and working at an overtime rate will have their overtime pay calculated on their straight-time rate and shall, in addition, receive the applicable night shift bonus. In such cases, the shift bonus shall always be calculated at the straight-time rate.
4. Shift bonuses will be included, in addition to an employee's normal wage rate, in the computing of pay for annual base earnings, vacations and jury service, and benefits payable under the Disability Income program, but will be excluded in respect to all other Company benefit plans.

ARTICLE VII
HOURS OF WORK

1. The workweek will begin at 12:01 a.m. on Monday and end at 12:00 midnight on Sunday; a workday will consist of a twenty-four (24) hour period commencing at 12:01 a.m.

2. Day employees are those employees regularly assigned on non-continuous operations. The regular work schedule for Day employees (all employees except Plant Shift Operators and Field employees working the Field "on-call" schedule) shall consist of eight (8) hours' actual work between the hours of 8:00 a.m. and 4:30 p.m. Monday to Friday for the first two (2) weeks and Monday to Thursday for the third (3rd) week. Scheduling will be established by the Company at the beginning of each year for the whole calendar year. A lunch period of thirty (30) minutes shall be provided and such thirty (30) minute period shall not be part of the working day (Reference Article VIII, Paragraph 4).

3. Shift employees are those employees regularly assigned on continuous operations. The regular work schedule for Plant Shift Operators will be as follows, effective July 1, 2017:
 - (a) 7:00 a.m. - 7:00 p.m. (Day Shift)

- (b) 7:00 p.m. - 7:00 a.m. (Night Shift)
4. The following constitutes the regular shift schedule:
 - (a) three (3) consecutive working days on the 7:00 a.m. - 7:00 p.m. shift followed by a total off period of seventy-two (72) hours.
 - (b) three (3) consecutive working nights on the 7:00 p.m. - 7:00 a.m. shift followed by a total off period of ninety-six (96) hours.
 5. Schedule "B" outlines the work schedule for Plant Shift Operators and illustrates the "earned time off" concept of the schedule.
 6. Effective July 1, 2017, the hours of work for shift employees on this schedule will average forty-two (42) hours per week over a six (6) week period. All hours in excess of 240 per 6-week period shall be considered overtime hours and will be handled in accordance with the overtime practices. The parties agree that the intent of the wording addition is not to change the current earned time off concept.
 7. The regular work schedule for employees working the Field "on-call" schedule shall consist of eight

(8) hours' actual work between the hours of 8:00am and 4:30pm.

8. Employees shall work their regular schedule of hours per day and per week as are provided herein except that, in the event Complex operating conditions require, odd schedules may be established and such odd schedules shall be considered the regular working schedules of the employees so assigned. The Company agrees to endeavor to hold such odd schedules to a minimum (both in terms of frequency and duration) consistent with the operating requirements of the Complex.
9. Employees may make mutually satisfactory arrangements to relieve each other in order to secure time off for reasons acceptable to Complex Management provided prior approval is obtained and the exchange can be accomplished without additional cost to the Company.
10. An employee who is required to work twelve (12) consecutive hours or more shall be entitled to eight (8) hours off the job before reporting to work again, without loss of pay for regularly scheduled hours of work. However, if the employee finishes work after five o'clock in the morning, the employee shall be authorized to

take the day that is beginning and on which the employee is normally scheduled to work as a day off without loss of pay. The employee shall be available during what would have been scheduled hours of work and subject to recall in the event of an emergency. Recalled employees shall receive straight time pay for those hours which otherwise would have been regularly scheduled hours of work.

ARTICLE VIII
OVERTIME AND PREMIUM PAY

General

1. Overtime work will be distributed as fairly and impartially as practicable amongst those employees who are qualified and available to perform such work. Employees working on a particular job in which continuity is required for efficient handling will be given preference in the overtime to be worked on that job. The need for continuity will be determined by the Supervisor.
2. Straight-time pay only shall be paid during an employee's regularly scheduled hours except as provided in Paragraphs 6-9 and 16 of this Article.
3. In no case will overtime or premium be duplicated or pyramided.
4. (a) When Plant day employees are not permitted to commence their 30 minute lunch period between the hours of 11:00 a.m. and 1:00 p.m., they will be paid at a rate of two (2) times their own straight-time rate for 30 minutes and will be permitted to take 30 minutes on their own time for lunch at the first opportunity.

- (b) When Field day employees are not permitted to take a continuous 30 minute lunch period between the hours of 11:00 a.m. to 1:00 p.m., they will be paid a rate of two (2) times their own straight time rate for 30 minutes. If the Field day employee elects to voluntarily not take a lunch break then the premium shall not be paid.
- 5. Two (2) times the straight-time hourly rate shall be paid for:
 - (a) all hours worked in excess of eight (8) per day, for a day worker and all hours in excess of twelve (12) hours per day for a shift worker,
 - (b) all hours employees are required to work on a day on which they are not regularly scheduled to work.

Change of Schedule

- 6. For the purpose of this Agreement a change of schedule shall be interpreted as a change whereby the starting and stopping times are altered by four (4) hours or more, or days off are changed; it shall not include regular rotation from one shift to another.

7. Employees required temporarily to work a schedule of extended hours which include the original eight (8) hours of their regular schedule for day workers and twelve (12) hours of their regular day for shift workers, shall not be regarded as having their schedule changed; overtime rates shall be applied to overtime so worked.
8. Provisions for premium payment arising out of a change of schedule shall not apply where a change of schedule is made:
 - (a) as an accommodation to or for the convenience of an employee,
 - (b) because of the permanent promotion of an employee whose schedule is changed,
 - (c) as a result of a disciplinary action to the employee involved,
 - (d) when reverting from shift to permanent day work,
 - (e) when reverting to the original schedule within and including thirty (30) calendar days.
9. When required to change from their regular shift to a new shift, day employees will be paid two

(2) times their straight-time rate for the first eight (8) hours worked, and shift workers will be paid two (2) times their straight-time rate for the first twelve (12) hours worked. Thereafter employees will be paid at their straight-time hourly rate and the new schedule will be considered their regular schedule so long as it remains in effect and their days off shall be those shown in the new schedule.

Call-Out

10. Except as provided in Paragraph 16 of this Article, employees who are called to work after completing their regular schedule and leaving the Complex, or on a contractual holiday as detailed in Article IX, will receive the greater of:
 - (a) four (4) hours pay at their regular straight-time rate for reporting or working, or
 - (b) pay for the hours worked at two (2) times their regular straight-time rate.

11. Except that they shall not, by reason of the call-out, receive more than straight-time pay for any portion of the call-out period that extends into their regularly scheduled working hours.

12. A day employee who works between 12:00 a.m. (midnight) and 05:00 a.m. following a call-out shall be entitled to eight (8) consecutive hours off the job before reporting to work again, without loss of pay for regularly scheduled hours of work. However, if the employee finishes work after five o'clock in the morning, the employee shall be authorized to take the day that is beginning and on which the employee is normally scheduled to work as a day off without loss of pay. The employee shall be available during what would have been scheduled hours of work and subject to recall in the event of an emergency. Recalled employees shall receive straight time pay for those hours which otherwise would have been regularly scheduled hours of work.

Portal to Portal

13. Day employees as defined in Article VII, Paragraph 2, shall receive Portal to Portal travel allowance when they are called out to work with two (2) or less hours notice and the call-out is of more than two (2) hours duration.
14. Portal to Portal:
 - (a) Is only paid on a return trip basis when an employee is called out prior to and not

continuous with their regular scheduled working hours.

- (b) Is only paid on a one way basis if the hours worked are prior to and continuous with the employees regular scheduled working hours.
- (c) Is not paid if employees work after their regular scheduled working hours.
- (d) Is paid at applicable overtime rates based on the following allocated times:
 - (i) Pincher Creek Return Trip 60 minutes
 - (ii) Pincher Creek One Way 30 minutes

Work on Days Off

- 15. For the purposes of Paragraph 16, a day off is defined as a calendar day during which an employee is not scheduled to work.
- 16. When called in on days off, employees will be paid two (2) times their straight-time rate for hours worked.

Work on Contractual Holidays

17. Shift workers shall observe the contractual holidays referred to in Article IX on the calendar day on which they fall. Day workers shall observe the contractual holidays referred to in Article IX on the day of observance as designated by the Company even though this is not the actual date of the holiday.
18. Total holiday credit paid to an employee during the entire twenty-four (24) hour period of the holiday shall not exceed eight (8) hours' straight-time pay.
19. An employee who works on a recognized holiday at a temporary higher rate will receive holiday credit at the higher rate.
20. For all hours worked on a contractual holiday on which they are scheduled to work, employees will be paid two (2) times their straight-time rate.

Banking

21. All employees may elect to be paid their straight time rate for hours they would normally be paid at overtime rates under this Article and "bank" the premium for the purpose of receiving future equivalent hours off with pay.

22. Effective April 1, 2019, the annual maximum hours an employee can use from their bank is unlimited, and the maximum an employee can have "banked" at any one time is 48 hours.
23. More than one (1) banked day off in a continuous absence from site will not be permitted unless;
 - (a) the employee's vacation allotment (scheduled in advance or remaining) is at or below the maximum annual carry-over limit, and
 - (b) the supervisor has approved the request
24. Supervisors authorization is required prior to taking the banked time off, in accordance to Complex administration guidelines.

ARTICLE IX
HOLIDAYS

1. For the purpose of this Agreement recognized holidays are:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day
Family Day	

2. The parties to this Agreement also recognize a twelfth (12th) holiday to be observed on the 1st Friday in June. Should a new statutory holiday be legislated by either the Federal or Provincial Governments, the 1st Friday in June holiday will be replaced by the new statutory holiday.
3. Employees will be paid a holiday credit of eight (8) hours' regular straight-time pay for each of the following recognized holidays provided:
 - (a) the employee works on the holiday, or
 - (b) the employee works their last scheduled day before the holiday and their first scheduled day after the holiday, or has an excused absence for these days.

4. Effective January 1, 2018, Plant Shift Operators working continuous shift have the option to bank the holiday credit (in lieu of being paid), provided the holiday falls on a day they are scheduled to work. It shall not apply for holidays that the operator is not scheduled to work. Supervisor authorization is required prior to taking the banked time off in accordance with Complex guideline provisions, including the provision that overtime cannot be incurred by the Company to allow for time off.

ARTICLE X
VACATIONS

1. Each employee will be entitled to annual paid vacations in accordance with the following:
 - (a) after one (1) full year of service with the Company - three (3) weeks
 - (b) after ten (10) full years of service with the Company - four (4) weeks
 - (c) after nineteen (19) full years of service with the Company and, effective January 1, 1998, after eighteen (18) full years of service with the Company - five (5) weeks
 - (d) after twenty-five (25) full years of service with the Company - six (6) weeks.
2. For the purpose of this Article, an employee's length of service with the Company will be determined under applicable Company-wide rules governing vacation eligibility.
3. For day employees a week of vacation shall mean seven (7) consecutive calendar days and all vacations shall commence on a Monday. The employee shall return from vacation on the applicable succeeding Monday or the next scheduled day of work thereafter according to

their schedule at the time they commence their vacation. Vacation pay will be on the basis of 7.466 hours pay per day of vacation.

4. The intent is that shift employees take their vacation in shift "blocks" i.e., leaving for vacation after their last shift on their particular schedule and returning to work on the first shift of their particular schedule.
5. Employees, at their option and with the written approval of the Company, may defer one (1) week of their vacation to the next calendar year. Such deferment, however, will not extend beyond the next calendar year.
6. Vacation payment shall be computed according to the employee's forward schedule at either:
 - (a) the employee's regular rate of pay, or
 - (b) at an hourly rate equal to the weighted average of hourly rates paid the employee, excluding overtime, during the last four (4) consecutive pay periods ending prior to the commencement of their vacation, whichever is the greater.

7. If a contractual holiday should fall within a shift workers annual vacation, in lieu of an extra day added to their vacation entitlement, they shall be paid eight (8) hours pay at their regular straight-time rate of pay.
8. If a contractual holiday should fall within a day employee's annual vacation, they shall have the following options:
 - (a) an additional day added to their vacation entitlement, such extra day to be taken at a time convenient to the Company, or
 - (b) an additional day's pay for the holiday in lieu of an additional day added to their vacation entitlement.

ARTICLE XI
JOB PROGRESSION

Principles

1. In view of the differences in both type and amount of work, as well as the degree of skill and knowledge required for performance, and in view of the desirability of recognizing demonstrated improvement in skill and knowledge, each Progression Program will have specific requirements, however the following general conditions apply to all Programs.

General

2. All hourly paid Company employees at the Waterton Complex except Safety Repairmen, hired on or after February 1, 1992 shall, as a condition of employment, enter a Progression Program applicable to their department (i.e., Maintenance, Operations, etc.).
3. Progression will comprise of specific levels of skill and knowledge for which the rate of pay set out in Schedule "A" shall apply.
4. An employee who enters into a line of progression, either as a new hire or who transfers from another Section per Article XII:

- (a) must meet the requirements as specified in the "Job Progression Matrix - Schedule "C" and fulfill the requirements of the formal training system in order to qualify for promotion;
 - (b) must achieve the "minimum career level" in the line of progression within the time frame specified or face demotion to Roustabout "A" and will remain at that level until they obtain the qualification which caused the demotion. Upon achieving the qualification they will be promoted to the classification for which they are qualified.
5. While it is the expectation of the employee to achieve the training and certification to meet the requirements of the progression program, it is also expected that the Company will provide sufficient time and training opportunities to enable the employee to meet the progression requirements. This will be taken to mean that an employee who exceeds the time required to progress by more than twenty-five percent (25%), due to the Company not providing sufficient training time or training opportunities, will be conditionally progressed with the requirement to acquire the required training in a conditionally specified time frame.

6. Entry into a specific Progression Program for all employees, other than new hires, will be in accordance with the Job Posting Procedure, Article XII, Paragraph 6, and the qualifications and experience requirements specified in the posting.
7. Employees entering a line of Progression will be given credit for previous training and certification and placed in the appropriate step of the progression schedule. Advancement thereafter will be in accordance with the applicable Progression program.
8. An employee in a progression who fails to meet the progression requirements in the time stipulated in the "Job Progression Matrix - Schedule "C" due to illness or other absence beyond their control, shall be granted time extensions consistent with the circumstances, but shall not advance to the next higher position until the qualifications are met.
9. Qualifications are subject to revision from time to time, however employees will be given ample opportunity to obtain the experience and training necessary to meet any revisions to qualifications.

Revisions to qualifications shall not require the formal re-qualification of any employee for the level attained prior to the revision, however employees are expected to keep up to date on general qualifications and to utilize opportunities to meet the revised qualifications.

10. Although each employee may advance in a particular progression, each employee will be expected to perform work or accept assignments for which, in the opinion of the employee's supervisor, the employee is qualified.
11. The Company reserves the right to waive progression requirements to advance an employee to a level commensurate with their qualifications, skill and experience.
12. While attending an approved technical school under the direction of the Alberta Apprenticeship Board, apprentices will be eligible for the following:
 - (a) their regular straight-time pay
 - (b) transportation reimbursement to and from the school (maximum one round trip per week), equivalent to the use of personal vehicles at the Company established rate per kilometer (km).

- (c) living away from home expense reimbursement to a maximum of \$100.00 per week (may include additional driving expenses if commuting)
- 13. Should the apprentice receive any government grant, the dollar amount of the grant will be deducted from the monies received from the Company.
- 14. Scheduling of school times for Apprenticeship training will be at the Company's discretion, taking into account Complex workload and manpower availability.
- 15. If the Company has been unable to schedule the appropriate school attendance in order to permit an employee to take the required exams for any one year step, and the employee has otherwise satisfied all the requirements of the Program, the employee will be promoted on completion of the required time but demoted to their previously held position should they subsequently fail the required exam.
- 16. Apprenticeship and Journeyman's exams are set by the Apprenticeship Board of Alberta.

17. Employees who fail Apprenticeship or Steam Engineers Examinations on the first attempt will be required to take the subsequent examinations at their own cost and on their own time.
18. All required Steam Engineers Certification must be valid in the Province of Alberta.

ARTICLE XII
SENIORITY, PROMOTIONS, LAY-OFFS AND TRANSFERS

Seniority

1. An employee shall have Complex Seniority equal to the total time accumulated in the service of the Company in each and all of the job classifications listed in Schedule "A".
2. Section Seniority shall be the total time accumulated in each of the maintenance trade sections (Electrical, Instrumentation, Metal Crafts and Rotating), Plant Operations Section (including Utility Operations), Field Operations Section (including Compressor Operations) and Safety Section. For the purposes of promotion and layoff, Section Seniority which has been accumulated only in the section where the promotion or layoff is to be made will be taken into account.
3. Employees shall lose their Complex and Section Seniority standing if they voluntarily terminate their employment with the Company, or if discharged for cause and not reinstated pursuant to the provisions of Article XIII.
4. Employees that have been or are transferred or promoted to any position outside the Bargaining Unit will lose all Waterton Section Seniority earned

prior to the date of transfer or promotion. As an exception to this paragraph, those employees at the Waterton Complex holding positions outside the Bargaining Unit on February 1, 1994 shall retain Section Seniority earned prior to their promotion until such time as they either transfer from the Waterton Complex to another location or terminate their employment with the Company.

5. Seniority Lists shall be posted by the Company on an annual basis or whenever significant changes occur.

Promotions

6. When in the Company's judgment a Lead Operator vacancy needs to be filled on a regular basis, the appointment shall be made within sixty (60) days.
7. In cases of promotions (not covered by Job Progression Article XI), the Company will first consider the employee who, in the Company's judgment is best qualified for the job. Where, in the Company's judgment, the qualifications of two or more employees are equal, the employee with the greater or greatest Section Seniority shall receive the preference, unless Section Seniority is not applicable or is equal, in which case the

employee with the greater or greatest Complex Seniority shall receive the preference.

8. Where a temporary vacancy for shift work is created by vacation, injury, leave of absence, sickness or emergency, selection shall be, at Company discretion, first applied to those personnel of the particular shift in which the vacancy occurs. Experience gained by employees filling such temporary vacancies shall not work to the disadvantage of other eligible employees subsequently considered for promotion to higher regular jobs
9. All regular vacancies shall be posted on the complex notice boards for fourteen (14) calendar days and the status of the selection process shall be posted by the Company within a further seven (7) days.
10. In filling temporary vacancies created by vacation, injury, leave of absence, sickness or emergency, the Company may waive the posting of the temporary vacancies and make its selection without regard for seniority. Experience gained by employees filling such temporary vacancies shall not work to the disadvantage of other eligible employees subsequently considered for promotion to higher regular jobs.

Lay-Offs

11. Where a lay-off is necessary because of curtailment or lack of work in a job classification above the entry level double line in Schedule "C" the employee laid off will be the employee in the job classification with the least Section Seniority.
12. Any lay-off from a job classification below the entry level double line in Schedule "C" will be governed by Complex Seniority.
13. The probationary period for each employee hired or rehired, will be six (6) calendar months continuous service at Waterton Complex. During this period the employee will have no rights by reason of Complex Seniority, and in the event of termination during the probationary period, shall not have access to the final step of the Grievance Procedure in Article XIII, Paragraph 4, C. Recalled employees will not be subject to a further probationary period.
14. For the purpose of this Agreement, individuals on lay-off do not retain their status as employees, or any rights, privileges, or benefits [subject to (e) below] accruing to employees under this Agreement, except the right to be recalled if

and when work becomes available subject to the following:

- (a) Recall rights are limited to twelve (12) consecutive months from the date of lay-off.
- (b) Former employees will be recalled on the basis of Complex Seniority provided they are qualified to do the work available.
- (c) Recalled employees will be given adjusted Complex and Section Seniority dates which will include their seniority at the time of lay-off, but not the period during which they were laid off.
- (d) The notice to report for work will be given by depositing in the mail a registered letter to the employee's last address as shown on the Company's records with a copy to the Union. Employees who have been laid off and who are notified to return to work, will lose their seniority unless they notify the Company within fourteen (14) days of the date of such notification that they intend to return to work on the date specified or on a mutually agreed upon alternative date.
- (e) When on recall, laid off employees may elect to maintain, at their own expense,

health care plans, dental plans, and insurance plans based on the current group rates.

15. Any employee who is laid off under the provisions of Article XII - Paragraph 14 shall, as a minimum, be entitled to severance pay equal to four (4) week's pay for the first year of service and two (2) week's pay for each additional year of service in the employ of the Company. The severance payment resulting from the above will be multiplied by 1.30. A "weeks pay" is defined as the actual base pay the employee receives based on the actual scheduled hours of work and excludes; overtime, shift differential or any other premiums.
16. Employees may, at their option, elect to accept severance pay at any time during the 12 consecutive months from date of lay-off, however, in doing so they agree to forego any rights to recall under the provisions of Article XII - Paragraph 14.
17. In the event of plant closure or partial plant closure which will involve a permanent workforce reduction of employees, the Company shall provide provisions for out placement assistance to a budget of \$2,000 per employee for

employees laid off under the provisions of Article XII, Paragraph 14 of the collective agreement.

18. Employees who are laid off from one Section and who have accumulated Section Seniority in another Section may exercise their Section Seniority to displace another employee who has less Section Seniority in the other Section.

Transfers

19. Involuntary Transfers:
 - (a) Employees facing a lay-off due to lack of work and employees requested to do so by the Company will be given the opportunity to transfer to any department where there is an opening, if they satisfy the basic requirements for the position. If training or retraining is required, the Company will provide such training or retraining where possible. Such transfers will be deemed to be "Involuntary".
 - (b) Employees involuntarily transferred will not be required to fulfill formal certification requirements of their new position (except as required by legislation), however, will be required to fulfill requirements for the position as specified in the formalized training system.

- (c) "Involuntary transferees" will be expected to return to their original Section if a position becomes available. Employees that decide to remain in the new Section shall be deemed to have accepted a Voluntary Transfer and will be bound by the conditions associated with such a transfer.

20. Voluntary Transfers:

- (a) Employees requesting and granted a transfer from one Section to another at the Waterton Complex must attain the minimum career level and fulfill the requirements of the formalized training system associated with the new position. Failure to meet all requirements will lead to demotion to Roustabout "A" as detailed in Article XI - Job Progression.

21. Rate Retention:

- (a) When an employee transfers to a new position where the hourly rate is lower than their present rate and the skills and knowledge previously acquired do not fill a demonstrated business need, the employee will continue to receive the rate paid in the previous position, however, that rate will be

frozen until the rate for the new position meets or exceeds the employee's present rate. The employee shall then receive the current rate of the new position.

- (b) i.e.: A Lead Operator I earning \$43.78 per hour transfers to the Maintenance Department where the Craftsman I rate is \$41.07 per hour. The employee's wage rate will remain at \$43.78 until the Craftsman I rate reached \$43.78. The employee's wage rate will then change as the Craftsman I rate changes.
- (c) When an employee transfers to a position where the skills and knowledge previously acquired fill a demonstrated business need, the employee will continue to be paid at the current rate and that rate will not be frozen.
- (d) i.e.: A Craftsman I transfers to the Field Section as there is a vacancy and the skills and knowledge previously acquired fill a business need. The employee will continue to be paid at the Craftsman I rate and the wage paid will be adjusted as the Craftsman I rate changes.
- (e) In both examples above, if the transfer is voluntary and the employee fails to attain

the qualifications of the minimum career level in the new position as specified in Article XI - Job Progression, the employee will be subject to demotion to Roustabout "A" and will then be paid the Roustabout "A" rate until the employee obtains the qualification which caused the demotion. Upon achieving the qualification the employee will be promoted to the classification for which the employee is qualified.

ARTICLE XIII
ADJUSTMENT OF DISPUTES AND GRIEVANCES

Shop Stewards

1. The Company shall recognize eight (8) stewards all of whom shall be employees of the Company who have had not less than six (6) months service with the Company. These stewards shall be elected from the employees covered by this Agreement. The allocation of these stewards shall be arranged by mutual agreement between the Company and the Union.
2. During regular working hours stewards will be allowed reasonable time off from their jobs, when Complex operations permit, to attend Union business directly concerned with the interpretation and administration of this Agreement.
3. Before leaving their job, stewards must obtain permission from their supervisor. Stewards will also report to their supervisor when they return to their duties.

Grievances

4. It is the intention of the parties hereto to establish the means for promotion and equitable settlement of disputes as to questions of fact that

may arise out of the application or interpretation of this Agreement. Whenever any labour dispute, controversy, grievance or other difference arises between the Company and the Union, or between the Company and any of its employees, covered by this Agreement, as to the meaning, application or operation of any provision of this Agreement, involving questions of fact, such matters shall be handled in the following way:

- (a) Complaining employees shall first discuss the complaint with their supervisor, either individually or together with their steward. Failing satisfactory adjustment of the complaint by the supervisor, within seven (7) calendar days of it having been referred to him, the complainant may, within fourteen (14) calendar days of the action causing the complaint, present the complaint to the supervisor, as a grievance within the meaning of the Agreement. Such presentation shall be in writing and signed by the complaining employee.
- (b) Failing satisfactory adjustment by the supervisor within fourteen (14) calendar days of it having been referred to him in writing, the complaining employee may submit this complaint to the Union Grievance

Committee. If the Union Grievance Committee finds such complaint well taken, it shall be submitted in writing to the Waterton Complex Manager within a further seven (7) calendar days. Within a further seven (7) calendar days a conference composed of the Complex Manager and the Union Grievance Committee or their authorized representatives shall meet to discuss the complaint. Within fourteen (14) calendar days of the conference, the Complex Manager shall render a decision in writing to the Union.

- (c) If the complaint is still not settled to the satisfaction of either the Union Grievance Committee or the Company after following the foregoing procedure, then either party may within sixty (60) calendar days of the date of the Complex Manager's written decision pursuant to (2) above request that the matter be submitted to arbitration by the following procedure:
 - (i) The party desiring to submit the grievance to arbitration shall notify the other party in writing of the name of the first party's appointee to the Arbitration Board and the notification shall contain a statement of the difference.

- (ii) The recipient of the notice shall within seven (7) calendar days, inform the other party of the name of its appointee to the Arbitration Board.
- (iii) If the recipient of the notice fails to appoint an arbitrator within the time limit, the appointment shall be made by the Board of Industrial Relations upon the request of either party where the Board decides the difference is arbitrable.
- (iv) Within seven (7) calendar days the two (2) appointees shall elect a third (3rd) person and this three (3) person Board shall hear both sides of the matter and render a decision in accordance with this Agreement which shall be final and binding on both parties. Should the two (2) arbitrators fail to agree on the selection of a third (3rd) member to serve on the Arbitration Board within seven (7) calendar days after their appointment, they shall request the Minister of Labour for the Province of Alberta to submit the names of three (3) impartial persons, one (1) of whom shall be chosen by the process of elimination as the third (3rd) member of the Board.

- (v) Each of the parties to the Agreement will bear the expenses of the arbitrator appointed by it; and the parties will jointly bear the expenses, if any, of the third (3rd) person.
5. The Arbitration Board is empowered to deal only with matters of fact involving the interpretation, application, or alleged violation of this Agreement. The Board shall not have the power to alter, amend, set aside, add to or delete from any of the provisions of this Agreement, nor shall it have the right to render any decision inconsistent with the terms of this Agreement.

ARTICLE XIV
STRIKES AND LOCK-OUTS

There shall be no stoppage of work due to any strike or refusal to work on the part of the employees or by reason of lock-out by the Company during the period this Agreement is in force.

ARTICLE XV
DUES DEDUCTIONS

With the exception of those employees who were not paying Union dues through payroll deduction on December 4, 1979 and who have not requested dues check off since that date, the Company will deduct via payroll deduction from the wages of all permanent, regular employees covered by this Agreement, the uniformly established dues as indicated to the Company by the Union and remit to the Treasurer of the Union.

ARTICLE XVI
BULLETIN BOARDS

The Company agrees to afford the Union a specified space on Complex bulletin boards for the posting of non-controversial Union announcements, including notice of Union appointments, notice of Union meetings and notice of Union recreational and social affairs. All such notices shall be signed by the Union President, Secretary or duly authorized representative and shall be subject to prior approval by the Company. Such notices shall be posted and removed by a representative designated by the Complex Manager.

ARTICLE XVII
HEALTH,SAFETY and ENVIRONMENT

1. The Company and the Union recognize the importance of health, safety and environmental performance in the operation of the Complex. The Company recognizes its responsibility for formulation and carrying out of health, safety and environmental programs which in its judgement are calculated to promote the health and safety of the employees and the safe and environmentally responsible operation of the Complex. The Union recognizes its responsibility to encourage its membership to participate fully in the health, safety and environmental programs.
2. No worker will be required to perform work that the worker believes may be an imminent danger to the health or safety of that worker, or another worker, at the worksite.
3. The Company agrees to recognize up to five (5) employee representatives, appointed by the Union, on a designated Health, Safety and Environment Committee of ten (10) members.
4. The Company agrees to provide to the designated Health, Safety and Environment Committee and the employees the generic

names of all non-proprietary substances known to management used in association with the employees' work site. The Company will also cooperate with the Health, Safety and Environment Committee and continue to develop and disseminate to the designated Health, Safety and Environment Committee and the employees information regarding known hazardous substances present at the work site, and to advise the designated Health, Safety and Environment Committee and the employees of measures and safety precautions intended to protect their health and safety.

ARTICLE XVIII
COMPANY'S COMPLIANCE WITH LAW

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

ARTICLE XIX
LEAVE OF ABSENCE - UNION BUSINESS

1. Upon application by the Union, leave of absence without pay, in order to engage in the business of the Union will be granted provided that:
 - a) Leave under this provision shall not exceed six (6) employees at any one time, nor shall it total more than 30 (thirty) calendar days per employee at any one time.
 - b) Application is given one (1) week prior to the period in which the absence is to be scheduled.
 - c) Strict adherence to the time limits and number of persons on leave can be modified by the Company if the Union, on application, can show justification for variation.
 - d) The Company reserves the right to refuse leave to a particular individual when the granting of such leave would interfere with the efficient operation of the Complex.
2. An employee granted leave of absence covered by the above provisions will continue to receive all benefits and in addition shall have base wages, shift differentials, and bonuses

maintained by the Company while on leave. The Union will be invoiced for the amount of wages, shift differentials and bonuses. In the application of this provision, the Union shall determine what constitutes Union business. The Company will be responsible for any replacement costs to a maximum of 168 hours per annum.

3. All other leaves of absence will be governed by Company Policy and Waterton Complex Administrative Practices.

ARTICLE XX
EMPLOYMENT SECURITY

1. The Company will not utilize Staff employees or contractors which will cause the layoff of any regular employee in the bargaining unit. The Company will provide the Union access to information pertaining to the use of contractors, including the number of contract employees and the total hours worked, in the Waterton Complex.

2. In the event of technological change or the permanent closure of all or part of the plant which will result in a permanent work force reduction of employees covered by this Agreement, the Company will:
 - (a) Notify the Union six (6) months in advance, in writing on a separate letter addressed to the Local Union President, identifying the numbers of employees in the affected sections.

 - (b) Meet with representatives of the Union to discuss the impact of the change on the work force.

 - (c) Attempt to provide other employment for affected employees who, in the opinion of Management, have the basic qualifications and aptitude to be considered for vacancies

at other locations and provide training and retraining for employees placed in new jobs.

- (d) Provide rate protection for employees who are downgraded by red circling their rate for one year after which Management will assign an appropriate progression step for the employee.
- (e) Discuss relocation assistance that could be made available for employees being transferred to other locations within the Company.

ARTICLE XXI
STUDENT EMPLOYMENT

1. Developmental Students will only be employed for a maximum of six (6) months per year and a maximum of twelve (12) months lifetime.
2. Summer Students will only be employed for a maximum of four (4) months per year and a maximum of eight (8) months lifetime.
3. Breaks of less than thirty (30) days will be considered continuous employment.
4. Students performing bargaining unit work will be laid off first.
5. Time spent as a student will not be applied to the probationary period if the student is subsequently hired.

This Agreement, and the herein Schedules and Letters of Understanding, shall supersede in its entirety the former Agreement, Schedules and Letters of Understanding dated effective March 1, 2019

FOR SHELL CANADA LIMITED	FOR UNIFOR LOCAL 835
[Redacted]	[Redacted]
Robert (Bob) Karch	Dean Maier
[Redacted]	[Redacted]
Darrell Archibald	Sean Stuckey
[Redacted]	[Redacted]
Jason Jacobs	Jared Thompson
[Redacted]	[Redacted]
Randy Uracher	Graham Scherger
[Redacted]	[Redacted]
Lorne Harly	Christine Misseghers
[Redacted]	[Redacted]
Duncan Haldane	Ryan Aubin

Schedule "A"
WATERTON WAGE RATES

Waterton Complex Wage Rates	1-March-19 (2.5% Increase)	1-March-20 (2.75% Increase)	1-March-21 (3.0% Increase)	1-March-22 (3.5% Increase)
Plant Operations Section				
Lead Operator	59.75	61.39	63.23	65.44
Operator No. 1	55.78	57.31	59.03	61.10
Operator No. 2	50.18	51.56	53.11	54.97
Operator No. 3	44.66	45.89	47.27	48.92
Operator No. 4	42.95	44.13	45.45	47.04
Operator Trainee	39.12	40.20	41.41	42.86
Lead Operations Planner	59.75	61.39	63.23	65.44
Intermediate Operations Planner	55.78	57.31	59.03	61.10
Plant Utility Section				
Utility Operator No.1	46.46	47.74	49.17	50.89
Utility Operator No.2	42.54	43.71	45.02	46.60
Utility Operator No.3	40.90	42.02	43.28	44.79
Field Operations Section				
Lead Production Maintenance Operator	55.07	56.58	58.28	60.32
Production Maintenance Operator 1	51.89	53.32	54.92	56.84
Production Maintenance Operator 2	44.26	45.48	46.84	48.48
Production Maintenance Operator 3	42.54	43.71	45.02	46.60
Production Maintenance Operator 4	40.91	42.04	43.30	44.82
Production Maintenance Operator 5	39.12	40.20	41.41	42.86
Maintenance Section				
Maintenance Lead	55.02	56.53	58.23	60.27
Craftsman No. 1	52.40	53.84	55.46	57.40
Craftsman No. 2	44.71	45.94	47.32	48.98
Craftsman No. 3	42.96	44.14	45.46	47.05
Craftsman No. 4	41.30	42.44	43.71	45.24
Craftsman No. 5	39.51	40.60	41.82	43.28
Repairman No.1	51.13	52.54	54.12	56.01
Planner & Scheduler Section				
Lead Maintenance Planner / Scheduler	55.32	56.84	58.55	60.60
Intermediate Maintenance Planner / Scheduler	51.89	53.32	54.92	56.84
Lead Field Operations Planner / Scheduler	55.07	56.58	58.28	60.32
Intermediate Field Operations Planner / Scheduler	51.89	53.32	54.92	56.84
Safety Section				
Safety Repairman No. 1	44.26	45.48	46.84	48.48
Safety Repairman No. 2	40.90	42.02	43.28	44.79
General Section				
Roustabout A	39.12	40.20	41.41	42.86

Schedule "A"
SHIFT BONUS

	01-Mar-19	01-Mar-20	01-Mar-21	01-Mar-22
Operator No. 2 rate	\$50.18	\$51.56	\$53.11	\$54.97
Rotating Shift Employees				
7:00pm to 7:00am (6.0%)	\$3.01	\$3.09	\$3.19	\$3.30
7:00am to 7:00pm (2.67%)	\$1.34	\$1.38	\$1.42	\$1.47
Day Employees				
4:00pm to 12:00am (4.0%)	\$2.01	\$2.06	\$2.12	\$2.20
12:00am to 8:00am (7.0%)	\$3.51	\$3.61	\$3.72	\$3.85

STEAM TICKET CERTIFICATE PREMIUM

- Effective February 1, 2010 the Company agrees to increase the Steam Ticket Certificate Premium to those employees actively performing the positions of Plant Operator, Lead Plant Operator and Operations Planner within the Plant, defined as "Eligible Plant Employees". The premium to be paid is associated with the highest level of successful completion of the Alberta Steam Ticket Certification completed by the Eligible Plant Employee. The Operations Supervisor is accountable for ensuring that payroll has the correct information for all Steam Ticket Premiums.

First Class Steam Ticket Certification	\$1000 per month
Second Class Steam Ticket Certification	\$800 per month
Third Class Steam Ticket Certification	\$450 per month
Fourth Class Steam Ticket Certification	No Premium

2. The Power Engineering (Steam Ticket) Certificate Premium, stated above shall be a lump sum monthly payment premium that replaces in its entirety any other Steam Ticket Bonus or premiums previously paid and stated within the Collective Agreement.

FIRST CLASS STEAM TICKET COMPLETION BONUS

3. Effective April 1 2007, Eligible Plant Employees, defined above, that successfully completes and achieves a First Class Steam Ticket Certification the Company agrees to provide a one time lump sum payment of \$3000.00.

DUAL TICKET PREMIUM

4. Effective February 1, 2010, the Company agrees to pay a Dual Ticket Premium of \$200.00 per month to Plant Maintenance employees at Waterton Gas Plant that hold a valid Alberta Journeymen ticket of one of the following combinations:

(a) Electrical & Instrumentation

(b) Millwright & Electrical

(c) Millwright & Instrumentation

5. Annual general wage increases shall not apply to the above monthly premium.

SHIFT TEAM LEAD

6. It is understood by both parties that management has the right to appoint and/or change those executing the role of a Shift Team Lead (STL). Incumbents fulfilling the responsibilities of a STL will receive a 10% taxable premium on their regular straight time rate when working in the role, on vacation, on earned time off or on training. Under no circumstances will this premium be duplicated or pyramided. The premium will not be paid when working on another shift that already has STL coverage. The STL premium will be paid to individuals backfilling the STL role in the incumbent's absence with management review if longer than 6 months.
7. Shift Team Lead premium, when eligible, shall be included, in addition to an employee's normal wage rate, in the computing of pay for annual base earnings and benefits payable under the

Disability Income program, but will be excluded in respect to all other Company benefit plans.

MAINTENANCE LEAD

8. At the Company's discretion, they may elect to implement a temporary Maintenance Lead position. The Maintenance Lead is to provide maintenance support and expertise to the Supervisor and the Maintenance organization. The role is responsible for directing work execution, including manpower allocation and hazard controls for the job to facilitate safe, efficient, value added work.
9. It is understood by both parties that the Company has the right to appoint and/or to change employees fulfilling the Maintenance Lead position.

SCHEDULE *C*
JOB PROGRESSION MATRIX

PLANT OPERATIONS SECTION	
Plant Operations Section	Utility Operations
PROGRESSION STEPS	
Lead Operator #1 a) 2 nd Class Power Engineering Certificate b) Skill Assessment completed for all outside units and both panels c) SOU or Company Training minimum 85% Total Completed d) 6-18 months as an Operator 1 e) Supervisor Approval - meeting expectations in Control Room / Lead Operator Roles & Responsibilities document	
Operator #1* a) 2 nd Class Power Engineering Certificate b) All outside units within the Plant and one Control Room board c) SOU or Company Training minimum 85% Total completed d) 6-30 months as an Operator #2 e) Supervisor Approval - meeting expectations in Unit Operator and Control Room Operator Roles & Responsibilities document OR a) 3 rd Class Power Engineering Certificate b) All outside within Plant and Control Room Boards c) SOU or Company Training minimum 85% completed d) 6-30 months as an Operator #2 e) Supervisor Approval - meeting expectations in Unit Operator and Control Room Operator Roles & Responsibilities document	Utility Operator #1* a) 4 th Class Power Engineering Certificate or successfully completed a Company recognized post secondary education program b) SOU or Company Training minimum 85% total completed Skill Assessment completed for Unit c) Potable Water Certification (Level 2) d) 12-18 months as Utility Operator #2 e) Supervisor Approval - meeting expectations in Utility Operator Roles & Responsibilities document
Operator #2 a) 3 rd Class Power Engineering Certificate b) 6-18 months as an Operator #3 c) SOU or Company Training minimum 85% Total completed and Skill Assessments completed for All Outside Units d) Supervisor Approval - meeting expectations in Unit Operator Roles & Responsibilities document	Utility Operator #2 a) 6-12 months as Utility Operator #3 b) 4 th Class Power Engineering Certificate or successfully completed a Company recognized post secondary education program c) SOU or Company Training minimum 85% Total completed Skill Assessment completed for Unit d) Potable Water Certification (Level 1) e) Supervisor Approval - meeting expectations in Utility Operator Roles & Responsibilities document
Operator #3 a) 4 th Class Power Engineering Certificate b) 6-18 months as an Operator #4 c) SOU or Company Training minimum 85% Total completed Skill Assessments completed for Two Units d) Supervisor Approval - meeting expectations in Unit Operator Roles & Responsibilities document	Utility Operator #3 a) 6-12 months as Trainee b) 4 th Class Power Engineering Certificate (enrolled in program) or successfully completed a Company recognized post secondary education program c) SOU or Company Training minimum 85% Total completed Skill Assessment completed for Unit d) Enrolled in Potable Water Certification (Level 1) e) Supervisor Approval - meeting expectations in Utility Operator Roles & Responsibilities document
Operator #4 a) 4 th Class Power Engineering Certificate b) 6-12 months as Operator Trainee c) SOU or Company Training minimum 85% Total completed Skill Assessment completed for One Unit d) Supervisor Approval - meeting expectations in Unit Operator Roles & Responsibilities document	
ENTRY LEVEL	
Operator Trainee a) 4 th Class Power Engineering (enrolled in program)	Operator Trainee a) Signed confirmation of commitment to become a Utility Operator #1 within 5 years
OUTSIDE OF PROGRESSION ROUSTABOUT *A* PROGRESSION STEP LEGEND	
Note: For Administration purposes, April 1, 2017 will be considered the implementation date for the new progression program	
* Minimum Career Level All progression requires sustained performance	

PLANT MAINTENANCE SECTION	PRODUCTION MAINTENANCE OPERATOR	OPERATIONS / MAINTENANCE SECTION
Crafts	Production Maintenance Operator	Planner / Scheduler
PROGRESSION STEPS		
	Lead Production Maintenance Operator a) Promotion Position	Lead Maintenance or Operations Planner / Scheduler a) Promotion Position b) 12-36 months as a Maintenance / Field Operations Planner / Operations Planner c) Supervisor Approval – meeting expectations in Waterton's Planner / Scheduler Roles & Responsibilities document d) Knowledge and sustained demonstrated skill in our Complex Business Processes and systems and to demonstrate positive relational skills in the areas of leadership, communication, attitude, and behaviour as assessed by the Company
Craftsman #1* a) 12 months as Craftsman #2 b) Passed 4 th year Apprenticeship or Journeyman Welder and B Pressure Certification c) Maintain SOU or Company Training at 85% d) Supervisor Approval – Knowledge and sustained demonstrated skill in our maintenance processes and systems and to demonstrate positive relational skills in the areas of leadership, communication, attitude and behaviour as assessed by the Company. Note: Pipefitter is a 3 yr program so when Certified go to Craftsman #1	Production Maintenance Operator #1* a) 12 months as Production Maintenance Operator #2 b) Passed 4 th year Apprenticeship or 3 rd Class Steam Engineer or successfully completed a Company recognized post secondary education program c) Assigned SOU or Company Training minimum 85% Total completed Knowledge and Assessment for Area d) Supervisor Approval – Meeting expectations in PMO Roles & Responsibilities document.	Operations / Field Operations Planner / Maintenance Planner / Scheduler Entry Level a) Maintain SOU or Company Training at 85% b) Knowledge and sustained demonstrated skill in our Complex Business Processes and systems and to demonstrate positive relational skills in the areas of leadership, communication, attitude and behaviour as assessed by the Company
Craftsman #2 a) 12 months as Craftsman #3 b) Passed 3 rd year Apprenticeship or Journeyman Welder c) Maintain SOU or Company Training at 85% d) Supervisor Approval – Knowledge and sustained demonstrated skill in our maintenance processes and systems and to demonstrate positive relational skills in the areas of leadership, communication, attitude and behaviour as assessed by the Company.	Production Maintenance Operator #2 a) 12 months as Production Maintenance Operator #3 b) Passed 3 rd year Apprenticeship or 3 rd Class Steam Engineer or successfully completed a Company recognized post secondary education program c) Assigned SOU or Company Training minimum 85% Total completed Knowledge and Assessment for Area d) Supervisor Approval – Meeting expectations in PMO Roles & Responsibilities document.	
Craftsman #3 a) 12 months as Craftsman #4 b) Passed 2 nd year Apprenticeship c) Maintain SOU or Company Training at 85% d) Supervisor Approval – Knowledge and sustained demonstrated skill in our maintenance processes and systems and to demonstrate positive relational skills in the areas of leadership, communication, attitude and behaviour as assessed by the Company.	Production Maintenance Operator #3 a) 12 months as Production Maintenance Operator #4 b) Passed 2 nd year Apprenticeship or 3 rd Class Steam Engineer or successfully completed a Company recognized post secondary education program c) Assigned SOU or Company Training minimum 85% Total completed Knowledge and Assessment for Area d) Supervisor Approval – Meeting expectations in PMO Roles & Responsibilities document.	
Craftsman #4 a) 12 months as a Craftsman #5 b) Passed 1 st year Apprenticeship c) Achieve SOU or Company Training 85% completion for trade d) Supervisor Approval – Knowledge and sustained demonstrated skill in our maintenance processes and systems and to demonstrate positive relational skills in the areas of leadership, communication, attitude and behaviour as assessed by the Company.	Production Maintenance Operator #4 a) 12 months as Production Maintenance Operator #5 b) Passed 1 st year Apprenticeship or 4 th Class Steam Engineer or successfully completed a Company recognized post secondary education program c) Supervisor Approval – Meeting expectations in PMO Roles & Responsibilities document.	
ENTRY LEVEL		
Craftsman #5	Production Maintenance Operator #5	
OUTSIDE OF PROGRESSION ROLLOUTABOUT "A" PROGRESSION STEP LEGEND		
Note: For Administration purposes, April 1, 2017 will be considered the implementation date for the new progression program * Minimum Career Level All progression requires sustained performance		

LETTER OF UNDERSTANDING "A"
Between
SHELL CANADA LIMITED ("Company")
and
UNIFOR LOCAL 835 ("the Union")

SAFETY AND INDUSTRIAL RELATIONS TRAINING

As part of the collective agreement dated April 1st, 2019 the parties agree that the Company and UNIFOR, Local 835, will no longer participate in the HSIRT fund as offered by the National UNIFOR Union effective date May 1, 2017.

In support of local initiatives, a new training fund will be created by Local 835. These initiatives will primarily be focused on training in the areas of Health, Safety and constructive Industrial Relations at the Waterton Plant.

The Company agrees to pay \$60, per member of the Local as of March 31 each year, to the Local on an annual basis. It is intended that there be no increase in costs to the Company for implementation and ongoing participation in this program.

The Local Union will administer this Fund remaining true to the focus areas mentioned above. This training is intended to be supportive of the Company initiatives in these areas. The Fund will not be used to

offset the cost of Company sponsored training or education programs. The Local Union may consider Waterton Leadership Team members input as to the use of the Fund, but this input is recognised as consultative and not binding upon the Local Union Executive.

An annual report on use of the Fund will be created by the Union Executive and provided to its membership at the Annual meeting and to Waterton Leadership Team members if asked for their review.

This LOU will come into effect on May 1, 2017 and shall continue to be in effect for the term of the agreement. If either party wishes to cancel the Fund, they must provide written notice to the other party with thirty (30) days prior notice. Monies remaining in the Fund at that time which have not been allocated for use, will be returned to the Company (without interest).

The Fund shall not contain a balance greater than \$10000. Should the funds in the account reach that level, further payments by the Company into the fund may be suspended. Payments will be restarted when the fund balance drops beneath \$5000.

FOR SHELL CANADA LIMITED:

FOR UNIFOR LOCAL 835:

Bob Kersh
Manager, Football Operations

Date: AUGUST 19/2019

Dean Maier
President, Unifor Local 835

Date: Aug 14/19

LETTER OF UNDERSTANDING "B"
Between
SHELL CANADA LIMITED ("Company")
and
UNIFOR LOCAL 835 ("the Union")

JOINT TRAINING

As part of the Collective Agreement dated April 1, 2019 for the duration of the collective agreement, the Company and Local 835 of UNIFOR philosophically agree that appropriate training for employees would be beneficial to all parties. The parties recognize that many factors impact upon the Company's ability to operate competitively within the industry. In an effort to protect the economic well-being of the Company and its employees, enhance the Company's competitive position, and provide employment security, the parties are committed to encouraging employees with appropriate training, to utilize their full skill potential for effectiveness, job satisfaction, flexibility and productivity improvements so that all parties can share in the success of the business.

The parties agree that, on a periodic basis, the Union and Management will review the training strategy for the hourly employees at the Waterton Complex. This review will be integrated into the regular Union/Management meetings and will focus on the

long term strategic direction of training, not on the specific training needs of individuals.

It is understood that in addition to the Company's interest in greater flexibility and productivity, the Union is interested in their members having the opportunity to obtain portable skills or the skills necessary to perform the work available within the Company, including work currently being done by contractors. Management is prepared to invest in the training required to maximize the utilization of our current workforce, however, the Joint Union/Management Leadership Team will address business need, demographics and manpower balancing in assessing future training requirements. As the Company and the Union achieve their objectives through this joint training initiative it will provide an opportunity for the Company's employees to do the work available and thereby increase their level of employment security.

FOR SHELL CANADA LIMITED:

FOR UNIFOR LOCAL 835:

Bob Kirch
Manager, Facilities Operations

Dean Maier
President, Unifor Local 835

Date: August 19/2009

Date: Aug. 14/09

LETTER OF UNDERSTANDING "C"
Between
SHELL CANADA LIMITED ("Company")
And
UNIFOR LOCAL 835 ("the Union")

PPE & ADDITIONAL ALLOWANCES

As part of the Collective Agreement dated April 1, 2019 for the duration of the collective agreement, the Company agrees to:

1. Reimburse all permanent employees represented by the Union for the costs of safety footwear during the term of this Agreement.
2. Provide each employee with the personal protective equipment required by Company rules except undergarments (all clothing worn under FRC).
3. Reimburse employees for use of personal vehicles in the performance of the Company business at the Company established rate per km/mile.
4. Provide a meal or a meal allowance of \$12.00 per meal, at the employees option for only unscheduled overtime as follows:
 - a. after two (2) hours unscheduled overtime continuous with regularly scheduled work

and additional eligibility with each additional two (2) hours of unscheduled overtime thereafter or;

- b. when insufficient time has been given to prepare a meal or lunch, where after two (2) hours of unscheduled overtime not continuous with regular scheduled work and additional eligibility with each additional two (2) hours of unscheduled overtime thereafter.
 - c. The maximum number of meals or meal allowances to be provided to an employee in a sixteen (16) hour work period will be four (4) meals or meal allowances.
5. Pay the total cost of approved prescription safety eyewear.

This Letter of Understanding will be considered part of the Waterton Complex Collective Agreement between Shell Canada Limited (Waterton Complex) and Local 835 of UNIFOR for the duration of the Agreement.

FOR SHELL CANADA LIMITED:

FOR UNIFOR LOCAL 835:

Bob Kirch
Manager, Foothills Operations

Osari Maier
President, Unifor Local 835

Date: AUGUST 19/2019

Date: Aug 14/19

LETTER OF UNDERSTANDING "D"
Between
SHELL CANADA LIMITED ("Company")
and
UNIFOR LOCAL 835 ("the Union")

FIELD OPERATOR ON CALL PAY

Shell Canada Limited Waterton Complex (herein after referred to as the "Company") and UNIFOR, Local 835, Waterton Unit (here in after referred to as the "Union") as part of the Memorandum of Settlement, dated April 1st, 2019 achieved agreement between the parties to maintain a program to recognize Field Operators who are assigned to a mandatory on-call schedule to support field operations, subject to the following terms:

1. The program shall be referred to as the "Field Operator On Call Pay"
2. Field Operator On Call Pay is only applicable to Field Operators who are required to work a mandatory on-call schedule to support field operations approved by the Company
3. When assigned to on call duties, a Field Operator shall receive the following:

- i. 1 hour of pay at their straight time hourly rate for days when employee works their normally scheduled shift and is on call for remainder of the day, and;
 - ii. 2 hours of pay at their straight time hourly rate for days when employee is on call but not scheduled to work their normally scheduled shift
 - iii. 2 hours of pay at their straight time hourly rate for days when employee is requested by management to be on call but was not scheduled to be on call
4. The intent of On Call Pay is to recognize Field Operators for fulfilling their obligations to be available and fit for duty while on call and to recognize the disruption to personal life while being on call.
5. Field Operators who are subsequently called out to work when on call are still eligible to receive the call out provisions stated within the collective agreement
6. Any previous compensation or recognition obtained related to taking a reasonable amount of phone calls, emails from home when on call shall be replaced and considered to be

covered as part of the Field Operator On Call Pay.

7. In the event the Company no longer requires a mandatory on call schedule, the Field Operator On Call Pay program shall cease to exist upon the effective date of the eliminated on call schedule.

This Letter of Understanding will be considered part of the Waterton Complex Collective Agreement between Shell Canada Limited (Waterton Complex) and Local 835 of UNIFOR for the duration of the Agreement.

FOR SHELL CANADA LIMITED:

FOR UNIFOR LOCAL 835:

Bob Kirsch
Manager, Foothills Operations

Dean Maier
President, Unifor Local 835

Date: AUGUST 19/2019

Date: Aug. 14/19

LETTER OF UNDERSTANDING "E"
Between
SHELL CANADA LIMITED ("Company")
and
UNIFOR LOCAL 835 ("the Union")

SHIFT HANDOVER RECOGNITION PREMIUM

Shell Canada Limited Waterton Complex (herein after referred to as "the Company") and the Unifor Local 835 (herein referred to as "the Union") agree to continue the practice of shift handover recognition premium for eligible employees.

The Company continues to be committed to personal and process safety and the performance of quality shift handovers is key to achieving this.

This Letter of Understanding is effective April 1st, 2019 subject to the following terms:

1. Shift handover recognition Premium applies to employees who:
 - i. Are assigned to 12-hour shift schedules that support continuous operations

- ii. Are assigned formal shift handover expectations, including a need to perform a face to face handover to relay critical information with the incoming Shift Operator, and routinely perform these duties beyond normally scheduled hours
- 2. The Shift Handover Recognition Premium supports a quality shift handover and provides an annual payment of \$1,300. This payment is non-pensionable and is divided equally over the number of annual pay periods.
- 3. The payment will be in effect April 1st, 2019.
- 4. The Union agrees to provide the Company with the necessary support to complete an application to Alberta Government for a permit to extend work hours up to 15 minutes beyond the normally scheduled 12 hours solely for the purpose of completing shift handover.
- 5. In the event that the Alberta Government does not grant the Company a permit to extend hours of work, the Company reserves the right to review the continuation of this program and may result in cancelling the program with 30 days prior written notice.

- The Union agrees that no retroactive action or grievances will result or be initiated by the Union or any of its members, as a result of implementation of the Shift Handover Recognition Premium.

This Letter of Understanding will go into effect April 1, 2019, upon the signing of both parties and the continuation of the program shall be reviewed upon the expiry of the collective agreement.

FOR SHELL CANADA LIMITED:

FOR UNIFOR LOCAL 836

Bob Karch
Manager, Foothills Operations

Date: AUGUST 19/2019

Dean Maier
President, Unifor Local 836

Date: Aug 14/19

FOR SHELL CANADA LIMITED

FOR UNIFOR LOCAL 835



Robert (Bob) Karch

Dean Maier



Duncan Haldane

Sean Stuckey



Darrell Archibald

Jared Thompson



Jason Jacobs

Graham Scheffer



Randy Unacher

Christine Miseghers



Lorne Harty

Ryan Aubin



Rod Wood