



BRAZEAU COLLECTIVE AGREEMENT



May 1, 2019 to January 31, 2023

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This agreement is made and entered into this 11th day of December, 2019.

Between

Tidewater Midstream and Infrastructure Ltd.
(Hereinafter referred to as the “Company”)

And

UNIFOR
Local 431 (hereinafter referred to as the “Union”)

It is the intention and purpose of the Company and the Union to promote and foster harmonious industrial relations between the Company and its employees.

ARTICLE 1 - PURPOSE

1.01 Union/Management Relationship

Recognizing the common dependence of the Company and of its employees upon the success of the business as a whole, the Parties to this Agreement support the mutual objective of increased productivity and efficiency, and jointly promote the goodwill between the Parties to the achievement of this objective.

The purpose of this agreement shall be to set forth terms and conditions of employment relating to rate of pay, hours or work and other working conditions affecting the employees covered by this agreement and to provide for a means of settling disputes and grievances of such employees.

ARTICLE 2 - RECOGNITION

2.01 Sole Bargaining Agent

The Company recognizes the Union as the sole bargaining agent for all employees of the Company employed at the Brazeau River Gas Plant except office, clerical and engineering personnel.

2.02 Meaning of Employee(s) within Agreement

The term “employee” or “employees” whenever used shall mean any person or persons covered by the agreement.

2.03 Management Rights

The Company, in the exercise of its functions of management, shall maintain, among others, the right to maintain order, discipline and efficiency; to hire new employees and to direct the working force; to determine or change work assignments or methods; to decide the number and locations of its plants; products to be manufactured; the methods and schedules of production, including the means and processes of manufacturing, kinds and location, curtailment or cessations of operations. The Company shall have the right to promote, demote, suspend or discharge for cause; to classify or re-classify, transfer or lay off employees because of a lack of work or a business decision; which rights are subject to the terms of the collective agreement.

2.04 Dues Deductions

The Company shall deduct from wages as a condition of each employee's continued employment, the amount equivalent to dues from wages of each employee. The amount of such dues will be determined by the Union. Union dues will be deducted on the first two pay periods of each month. The Union and its representatives fully recognize that the employees to whom this agreement is applicable have the right to refrain from becoming members of the Union or influencing an employee to join its ranks using coercion or intimidation of any kind.

2.05 Bargaining Committee

The Company agrees to recognize a Union bargaining committee of three employees or a committee equal to the size of the Company committee who may be accompanied by a duly authorized representative of the Union. As far as practicable, all meetings between the Company and the Union will be held during working hours. No employee shall suffer loss of straight time pay by reason of attending such meetings. For employees who are on their day off the Company shall pay those employees straight time pay for all hours meeting with the Company.

2.06 Shop Steward

A Shop Steward will be allowed reasonable time off from work to investigate and settle a grievance. A Steward will not leave work without the permission of the Manager.

ARTICLE 3 - COOPERATION

3.01 No Strike or Lockout

In view of the orderly procedure established by this Agreement for the settling of disputes, there shall be no lockout by the Company, or strike, slowdown, sit-down, picketing or other suspension of work by the employees during the life of this agreement.

3.02 Union Communications

The Company agrees that the Union may post notices or other material on notice boards supplied by the Company for such purposes.

The Company further agrees to schedule reasonable time and access to normal facilities in the Plant for a member of the Union's Executive to present the Union's Orientation Program to all new employees who are covered by the terms of this Collective Agreement.

3.03 No Discrimination due to Union Activity

There shall be no discrimination, intimidation, interference, restraint, coercion, by or on behalf of the Company or by or on behalf of the Union, its members or its agents with respect to any employee because of membership or non-membership in the Union or because of race, religious beliefs, colour, sex, marital status, age, ancestry, place of origin, membership or non-membership in any political party.

3.04 Harassment Free Workplace

The Company and the Union recognize the right of all employees to work in an environment free from sexual or workplace harassment and to be treated fairly and with respect in the workplace. It is the intention of the Company and the Union to provide a workplace environment that is productive and promotes both the dignity and self-esteem of all employees. All members have a right to Union representation if involved in a harassment complaint.

For the purposes of this provision, Sexual Harassment means any unwelcome behavior of a sexual nature that causes offence or humiliation to any employee or that might be perceived by the employee as placing a condition of a sexual nature on any employment relationship.

Workplace harassment means any unwelcome behavior that creates an intimidating, threatening or hostile work environment or the employee's dignity or respect is denied.

3.05 Labour Management Committee

The Company agrees to meet as required by mutual consent with three (3) employees representing the Union for the purpose of discussing matters of mutual concern. No employee shall suffer loss of straight time pay by reason of attending such meetings. For employees who are on their day off the Company shall pay those employees straight time pay for all hours meeting with the Company.

ARTICLE 4 - RATES OF PAY

4.01 Paydays and Pay Periods

Employees will be paid every other Friday on a biweekly basis. The regular pay period consists of fourteen (14) calendar days starting at 12:01 a.m. Sunday and ending at 12:00 midnight the second Saturday following. If a given shift continues and extends beyond midnight, the end of the shift shall be considered the end of the pay period. Payday is the Friday following the close of each pay period.

On each payday the Company will provide each employee with an itemized statement identifying items or issues such as wages, hours worked and deductions.

4.02 Minimum Rates of Pay

Classification	Feb 1/19 2.50%	Feb 1/20 2.75%	Feb 1/21 3.00%	Feb 1/22 3.50%
Lead Field Operator	\$56.58	\$58.14	\$59.88	\$61.98
Senior Facility Operator	\$53.62	\$55.09	\$56.74	\$58.73
Operator 1	\$46.48	\$47.76	\$49.19	\$50.91
Operator 2	\$44.52	\$45.74	\$47.11	\$48.76
Operator 3	\$42.42	\$43.59	\$44.90	\$46.47
Operator 4	\$39.74	\$40.83	\$42.05	\$43.52
Lead Maintenance I&E	\$60.01	\$61.66	\$63.51	\$65.73
Specialist	\$57.71	\$59.30	\$61.08	\$63.22
Senior Maintenance Person	\$53.63	\$55.10	\$56.75	\$58.74
Maintenance Person 1	\$49.47	\$50.83	\$52.35	\$54.18
Maintenance Person 2	\$46.48	\$47.76	\$49.19	\$50.91
Maintenance Person 3	\$44.52	\$45.74	\$47.11	\$48.76
Maintenance Person 4	\$42.42	\$43.59	\$44.90	\$46.47
Maintenance Person 5	\$39.74	\$40.83	\$42.05	\$43.52
Lead Plant Operator	\$60.01	\$61.66	\$63.51	\$65.73
Board Operator 2nd Class	\$56.58	\$58.14	\$59.88	\$61.98
Board Operator 3rd Class	\$53.62	\$55.09	\$56.74	\$58.73
Gas Plant Operator 1	\$52.05	\$53.48	\$55.08	\$57.01
Gas Plant Operator 2	\$49.47	\$50.83	\$52.35	\$54.18
Gas Plant Operator 3	\$46.51	\$47.79	\$49.22	\$50.94
Gas Plant Operator 4	\$44.52	\$45.74	\$47.11	\$48.76
Gas Plant Operator 5	\$42.42	\$43.59	\$44.90	\$46.47
Utility Person	\$34.06	\$35.00	\$36.05	\$37.31
Lab Tech Specialist	\$50.90	\$52.30	\$53.87	\$55.76
Lab Tech 1	\$49.03	\$50.38	\$51.89	\$53.71
Lab Tech 2	\$42.58	\$43.75	\$45.06	\$46.64
Lab Tech 3	\$38.57	\$39.63	\$40.81	\$42.24

A Plant Operator who holds a valid first, second or third class ticket will receive a bonus of:

1st class \$1000 / month
2nd class \$800 / month
3rd class \$300 / month

2nd class \$1500 after 1 year of completion. Additional \$1000 after 2 years at site.

Operations and maintenance employees will be classified according to job responsibilities, experience and qualifications such as recognized trade certificates and the Tidewater Midstream and Infrastructure Ltd. training program.

4.03 Pay Records

For the purpose of computing the employees' pay, records will be kept to the nearest unit of thirty (30) minutes.

4.04 Temporary Assignments

An employee designated to relieve a supervisory position, will receive a premium of ten percent (10%) of the employee's base hourly rate. This premium will not be included with the base hourly rate in computing overtime or other premium pay.

When the employee is temporarily assigned by the Supervisor to a higher classification than the employee's regular job, the employee shall be paid the highest rate the employee is qualified for. This shall apply to all hours worked in that classification to the nearest one-half (1/2) hour. When an employee is temporarily assigned to a job or lower classification other than the employee's regular job, the employee shall be paid the higher regular rate for all time spent on the lower rated job.

4.05 Standby Pay

An employee scheduled to take call for the Brazeau Facility will receive:

- (a) two (2) hours straight time pay for each regular work day; or
- (b) four (4) hours straight time pay for weekend, holiday, or scheduled day of rest.

In return the employee must be available at all times to receive direct communication from telephone answering service or others for a call out and will normally be expected to participate in the out.

ARTICLE 5 - HOURS OF WORK

5.01 Work Week and Work Day

The regular work week begins at 12:01 a.m. on Sunday and ends at midnight on the following Saturday. A work day consists of a twenty-four (24) hour period commencing at 12:01 a.m.

The scheduled standard hours of work will be not less than eight (8) hours per day and not less than forty (40) hours per week.

5.02 Calculating Overtime

The normal number of hours of work is stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum or as a restriction of any maximum number of hours to be worked.

5.03 Average Work Week Hours

The normal number of daily hours of work shall be one of: eight (8), nine (9), ten (10) or twelve (12). The duration of a work week will vary in accordance with schedules established from time to time but will average forty (40) hours.

5.04 Implementing Shift Schedule Changes

It is understood that changes to shift schedules will not be implemented without the Company consulting and discussing the rationale for changes with the Union.

5.05 Odd Schedules

If operating conditions require, odd schedules may be established. The one to which the employee is assigned will be considered the employee's regular schedule as long as the employee is so assigned. Odd schedules will be arranged in a reasonable manner. Every effort will be made to keep such schedules to a minimum, consistent with operating requirements.

5.06 Shift Exchange

Employees, with the consent of their immediate supervisor, may trade shifts with employees or the Company, provided it may be accomplished without additional cost or penalty to the Company.

5.07 Maintenance Hours

Paid hours of work for the maintenance department shall be: on site ready to work, dressed in PPE @ 07:00 a.m. and not leaving site until 4:00 p.m. for Monday through Thursday and the Fridays of work shall be: on site, ready to work, dressed in PPE @ 07:00 a.m. and not leaving site until 3:00 p.m. A half (1/2) hour paid lunch time will be included in these hours.

ARTICLE 6 - OVERTIME

6.01 General

The Company attempts to keep overtime to a minimum. However, all work in excess of the employee's normal workday, shift or week will be deemed overtime and will be paid as outlined in "Overtime Hours" (Article 6.02)

An employee will be required to perform overtime work whenever called upon. Overtime or the opportunity for overtime, shall be distributed as fairly as possible amongst the qualified employees scheduled to work in the classification that the work becomes necessary. Cancellation of scheduled overtime with less than 24 hours

notification will entitle the employee affected, to four (4) hours regular (straight time) time.

Cancellation of overtime, of three (3) or more days in a block with less than 14 days notification will entitle the employee affected, to four (4) hours regular (straight time) time, except for vacation cancellation.

All overtime requires approval from a supervisor in advance of the work being done.

An employee will be paid straight time rates for working regular scheduled hours except as provided in the sections concerning schedule changes and work on Recognized Holidays.

In cases where the employee may be entitled to two (2) or more types of overtime for the same hours of work in a day, the employee will not be paid duplicated overtime pay for the same hours worked.

Over the term of this Collective Agreement an employee required to work less than a full shift of overtime on a call out shall be supplied transportation at the Company's expense or, by mutual consent, receive round trip reimbursement according to the personal reimbursement amount paid under the Company's general policy.

6.02 Overtime Hours

Two (2) times the employee's regular hourly rate will be paid for all hours worked in excess of the employee's regular scheduled hours, for all hours worked on the employee's days of rest and for hours worked on a holiday as defined in this Agreement.

6.03 Change of Schedule

(a) If the employee is assigned to work a shift which does not include the hours of the employee's regular shift, overtime pay shall be paid during the first shift unless the change is made:

1. as an accommodation to the employee
2. because of the permanent promotion of an employee whose schedule is changed
3. to return the employee to the original schedule worked prior to the change, if less than 30 days, or
4. to enable the employee to receive a program of training.

If the employee is eligible for overtime pay in accordance with the section on "overtime hours" on the first day of the change of shift, the change of shift premium will be paid on the first shift following.

- (b) An employee who loses time through changes in shift schedule will be allowed to make up time equal to that lost within the following fourteen (14) calendar days. However, no overtime or premium rates shall be paid which would otherwise not be payable.

6.04 Call Outs

If an employee is called out to work after completing a regular shift and after leaving the workplace the employee will receive the greater of:

- (a) four (4) hours at regular rates, or
- (b) pay for the hours worked at applicable overtime rate

However, an employee who receives a call-out prior to 4:00 a.m. will receive two (2) times the employee's regular hourly rate for any portion of the call out which extends into the employee's regular scheduled working hours. In addition, the employee shall be paid straight time for their regular scheduled hours. Employees called out for less than a full shift will be paid portal to portal. Employees who are called out for a full shift will be entitled to travel allowance as outlined in the collective agreement.

6.05 Rest Period between Shifts

- (a) An employee who works sixteen (16) continuous hours shall not be required to continue working without eight (8) continuous hours off the job excluding travelling time.
- (b) An employee scheduled to work days, who works between the 11:30 p.m. and 3:30 a.m. shall not be required to work the scheduled day shift without eight (8) continuous hours off the job excluding travelling time.
- (c) Where an emergency situation exists, the provisions of paragraphs a) and b) above shall not preclude the employee from continuing to work. An employee who continues to work as a result of an emergency situation shall receive the overtime wage rate for all time so worked.
- (d) The employee shall not lose any scheduled time or pay because of this provision.

ARTICLE 7 - SHIFT DIFFERENTIALS

7.01 Rotating Shift Employee Shift Differential

Effective February 1, 2019

An employee who is a rotating shift employee, will be paid a shift differential of ninety one cents (\$0.91) per hour for the hours worked between 7:00 a.m. and 4:00 p.m. and one dollar and eight six cents (\$1.86) per hour for the hours worked between 4:00 p.m. and 12: 00 midnight and three dollars and twenty two cents (\$3.22) for the hours worked between 12:00 midnight and 7:00 a.m.

An employee who is a 12 hour rotating shift employee, will receive one dollar and twenty five cents (\$1.25) per hour for all hours worked between 7:00 a.m. and 7:00 p.m. and two dollars and seventy eight cents (\$2.78) per hour for all hours worked between 7:00 p.m. and 7:00 a.m.

Effective February 1, 2020

An employee who is a rotating shift employee, will be paid a shift differential of ninety four cents (\$0.94) per hour for the hours worked between 7:00 a.m. and 4:00 p.m. and one dollar and ninety one cents (\$1.91) per hour for the hours worked between 4:00 p.m. and 12: 00 midnight and three dollars and thirty one cents (\$3.31) for the hours worked between 12:00 midnight and 7:00 a.m.

An employee who is a 12 hour rotating shift employee, will receive one dollar and twenty eight cents (\$1.28) per hour for all hours worked between 7:00 a.m. and 7:00 p.m. and two dollars and eighty six cents (\$2.86) per hour for all hours worked between 7:00 p.m. and 7:00 a.m.

Effective February 1, 2021

An employee who is a rotating shift employee, will be paid a shift differential of ninety seven cents (\$0.97) per hour for the hours worked between 7:00 a.m. and 4:00 p.m. and one dollar and ninety seven cents (\$1.97) per hour for the hours worked between 4:00 p.m. and 12: 00 midnight and three dollars and forty one cents (\$3.41) for the hours worked between 12:00 midnight and 7:00 a.m.

An employee who is a 12 hour rotating shift employee, will receive one dollar and thirty two cents (\$1.32) per hour for all hours worked between 7:00 a.m. and 7:00 p.m. and two dollars and ninety five cents (\$2.95) per hour for all hours worked between 7:00 p.m. and 7:00 a.m.

Effective February 1, 2022

An employee who is a rotating shift employee, will be paid a shift differential of one dollar (\$1.00) per hour for the hours worked between 7:00 a.m. and 4:00 p.m. and two dollars and four cents (\$2.04) per hour for the hours worked between 4:00 p.m. and 12:00 midnight and three dollars and fifty three cents (\$3.53) for the hours worked between 12:00 midnight and 7:00 a.m.

An employee who is a 12 hour rotating shift employee, will receive one dollar and thirty seven cents (\$1.37) per hour for all hours worked between 7:00 a.m. and 7:00 p.m. and two dollars and seventy-one three dollars and five cents (\$3.05) per hour for all hours worked between 7:00 p.m. and 7:00 a.m.

7.02 Temporary Assignments

Employees temporarily assigned to shift work shall be eligible for the shift differential applicable to all hours actually worked while so assigned. Shift work for these purposes shall be scheduled assignments to provide shift coverage for a period of two (2) or more consecutive days on a shift that is different than the employee's work schedule.

An employee entitled to shift differential and working at an overtime rate, will have overtime pay calculated on the employee's straight time rate and will, in addition, receive the applicable shift differential. In such cases the shift differential will always be calculated on the straight time rate.

*Shift Differentials are applicable only to rotating shift employees.

ARTICLE 8 - RECOGNIZED HOLIDAYS

New Year's Day	Labour Day
Family Day	Thanksgiving
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
First Monday in August	Twelfth (12 th) Floating Stat

8.01 Recognized Holiday Observance

Observance of the holidays shall be as designated by the Company even though this may not be the actual day of the holiday. Generally, holidays shall be observed as follows:

- (a) Day workers (five (5) day week Monday to Friday)
The day on which they are publicly observed. When the holiday falls on Saturday, Friday will normally be observed as the holiday. When the holiday falls on Sunday, Monday will be observed as the holiday.

- (b) Day workers shall observe Friday for holidays which fall on Saturday, except when Friday is a day of rest, the first scheduled working day following the days of rest will be observed as a holiday, provided in the Company's opinion there is no additional cost associated with the holiday being observed on the Monday.
- (c) Shift workers
The calendar date on which the holiday actually falls.

8.02 Pay for Holidays Not Worked

An employee will be paid a holiday allowance of eight (8) hours regular straight time pay for each of the twelve (12) recognized holidays on which the employee does not work, provided:

- (a) The employee works the last scheduled day before the holiday and the first scheduled day after the holiday, or
- (b) The employee works either the last scheduled day before the holiday or the first scheduled day after the holiday and has an excused absence for the other day.

8.03 Pay for Holidays Worked

If an employee is required to work on a holiday, the employee will, in addition to the holiday allowance, receive pay for the hours the employee worked as outlined in "Overtime Hours" (Section 6.02)

8.04 Holidays for Day Workers Working Nine (9) Hour Days

An employee will be paid eight (8) hours holiday pay plus overtime for all hours worked on a holiday except in the following case:

- (a) If a holiday falls on an employee's regular scheduled working day and the employee is not required to work, the employee shall be paid nine (9) hours holiday pay to keep the employee's earnings whole.

8.05 Holidays for Day Workers Working Ten (10) Hours Days

An employee will be paid eight (8) hours holiday pay plus overtime for all hours worked on a holiday except in the following case:

- (a) If a holiday falls on an employee's regular scheduled working day and the employee is not required to work, the employee shall be paid ten (10) hours holiday pay to keep the employee's earnings whole.

8.06 Holidays for Shift Workers Working Twelve (12) Hour Days

An employee will be paid eight (8) hours holiday pay plus overtime for all hours worked on a holiday except in the following case:

- (a) If a holiday falls on an employee's regular scheduled working day and the employee is not required to work, the employee shall be paid twelve (12) hours holiday pay to keep the employee's earnings whole.

8.07 New Declaration of Provincial or Federal Holiday

Should either the Provincial or Federal Governments legislate a new statutory holiday, the parties to this agreement agree that the twelfth (12th) Recognized Holiday shall be taken to observe any new statutory holiday declared by legislation.

ARTICLE 9 - ANNUAL VACATIONS

9.01 Earned Vacations

An employee will be entitled to an annual paid vacation in accordance with the following:

First Vacation:

Ten (10) hours of vacation (to a maximum of 120 hours in the year) for each calendar month (or part thereof) the employee is on the payroll in the first calendar year.

Second and Subsequent Vacations:

Less than 10 years accredited service to be completed during the vacation year	120 working hours
--	-------------------

10 - 17 years accredited service to be completed during the vacation year	160 working hours
---	-------------------

18 - 24 years accredited service to be completed during the vacation year	200 working hours
---	-------------------

25 or more years accredited service to be completed during the vacation year	240 working hours
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An employee completely earns vacation entitlement as per above. Therefore, the employee's vacation is not fully earned until the employee has worked to December 31 in the current year. Vacation is intended to be taken during the vacation year in which the vacation credits are earned.

Employees will be credited for previous related experience for vacation purposes as per the following formula:

- 100% credit for the first 10 years of related experience
- 50% credit for time greater than 10 years related experience

9.02 Vacation Pay

An employee's annual vacation pay shall be the greater of:

- (a) The employee's wages, as if the employee had not been on vacation, to a maximum of pay for 120, 160, 200, or 240 hours, or
- (b) A percentage of the employee's total earnings (comprised of: shift differential, overtime and straight time pay, acting up pay and supervisory relief pay) during the current period January 1 to December 31 calculated as follows:

<u>Hours</u>	<u>%</u>
120	6
160	8
200	10
240	12

If (b) is greater than (a), the difference will be paid in the first quarter of the subsequent calendar year.

In the event of termination of employment, an adjustment will be made to the final pay cheque to reflect vacation earned but not taken or taken but not earned. These include an appropriate adjustment for those employees whose vacation service date is not December 31 or are not taking vacation on a current basis.

Upon receipt of a written request at least ten (10) working days prior to the employee's scheduled vacation, the Company will provide an advance approximately equal to the pay the employee would receive on those regular paydays which fall during the period of vacation.

Annual vacation may not be waived in order to receive vacation pay and regular wages at the same time.

9.03 Recognized Holiday during Vacation

- (a) When a recognized holiday falls within the employee's vacation period, the employee will receive recognized holiday pay if the employee was not scheduled to work on that day.

- (b) When a recognized holiday falls within the employee's annual vacation and the employee would have been scheduled to work had the employee not been on vacation, the employee will be entitled to a holiday on what would have been the first day the employee would have worked after taking annual vacation, or by agreement with the employee's supervisor on another day that the employee would have worked after taking annual vacation and before the end of the calendar year in which the holiday fell. An employee required to work a rescheduled holiday will be entitled to pay for the recognized holiday plus overtime for all hours worked.

9.04 Sickness Prior to Starting Vacation

If an employee becomes disabled as a result of sickness or accident immediately prior to starting vacation and the disability continues into the vacation period, the employee's vacation shall be rescheduled in such a manner that employee will not lose vacation by reason of such disability. A medical certificate will be required prior to vacation or as soon as practical.

9.05 Sickness During Vacation

If an employee becomes disabled as a result of sickness or accident during vacation and for a period of not less than one (1) week, such period of time may be rescheduled at a later date in such a manner that the employee will not lose vacation by reason of such disability. A medical certificate will be required.

9.06 Vacation Deferral

Normally vacation shall be taken annually. However, one (1) week of vacation may be deferred into the next vacation year, provided that the employee requests such deferral in writing to the employee's supervisor giving reasons for the request, and provided that required approvals are obtained.

9.07 Vacation Schedules

The timing of an employee's vacation will be designated by the Company in consultation with the employee, taking into account the employee's preference and the preference of others. The Company reserves the right to schedule vacations according to the operating and staffing requirements of the operation.

ARTICLE 10 - SENIORITY

10.01 Probation Period

Employees shall be on probation for the first ninety (90) days of employment with the Company. Should the Company require further time for assessment of the employee's suitability, the Union will grant a seventy (70) day extension to the probationary period on the Company's request. On the completion of the probationary period seniority shall be calculated from the date of employment at the Brazeau Gas Plant.

10.02 Seniority Lost

Seniority shall be lost when:

- (a) an employee is discharged
- (b) an employee voluntarily resigns; or
- (c) the employee is on lay-off for a period of twelve (12) months or longer

10.03 Seniority List

A seniority list will be posted within thirty (30) calendar 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. In the case of employees hired immediately after the ratification of this collective agreement, their seniority will be calculated from the date of employment at the Brazeau Gas Plant.

ARTICLE 11 - LEAVES OF ABSENCE

11.01 Leave of Absence Without Pay

Provided that the requirements of the operation can be met without additional cost or penalty to the Company, the employee may be granted a leave of absence without pay. For this type of leave, the employee should make application in writing to the employee's Manager stating the exact dates the employee would like to have off. The employee should give as much advance notice as possible to enable the supervisor to arrange for coverage during the employee's absence. Should the employee want leave of absence without pay in conjunction with annual vacation, the employee should make the request when completing the vacation schedule.

11.02 Leave for Working Recognized Holiday

Employees will be permitted to take scheduled work days off without pay after having been required to work Company recognized holidays either as a part of their regular schedule or as overtime.

- (a) Day workers will be permitted one half (1/2) such day of leave without pay for each half (1/2) day worked on a Company recognized holiday.
- (b) Eight (8) hour shift workers will be permitted to take up to ten (10) scheduled work days off per year without pay and
- (c) Twelve (12) hour shift workers will be permitted to take up to eight (8) scheduled work days off per year without pay.

Requests for these days of leave will normally be made at least ten (10) days in advance in order that coverage may be arranged. Granting of these days off will not result in a requirement for another employee to work overtime. Cancellation of request for these days off will normally be made not less than five (5) days in advance.

11.03 Union Leave

Leave of absence without pay for Union business shall not normally be granted at any one time to more than four (4) employees for a maximum period of ten (10) calendar days in any three (3) month period. It is understood that circumstances may require the Union to request longer leaves. Where this is the case, the Union will discuss their needs with the Company and where the request is not detrimental to the operation, the Company will grant the leave. In addition, for employees on Union leave, as described in this clause, the Company agrees to keep the employee's pay whole while on the leave and to bill the Union for those wages on a monthly basis, provided that:

- (a) written application for leave is made at least ten (10) calendar days in advance; and
- (b) the Company is able to furnish qualified replacements from within the Plant.

The company recognizes that the Union may not always be able to provide ten (10) calendar days of notice of need for a leave of absence for Union business and therefore agrees to make every reasonable effort to accommodate, on infrequent occasions, such request on shorter notice.

11.04 Union Leave (Up to one (1) Year)

On written request of the Union, a leave of absence up to one (1) year without pay, but without loss of seniority, may be granted to one (1) employee in any calendar year for Union business, provided the request is made at least ten (10) calendar days in advance.

11.05 Union Determines Union Business

In application of Clauses above, the Union shall determine what constitutes Union business.

ARTICLE 12 - OTHER AUTHORIZED LEAVE

12.01 Bereavement Leave

When an employee attends the funeral of a spouse (by marriage or in common law), son or daughter, parent, sister, brother, equivalent in-law, or grandparent (by birth or marriage), the employee will not suffer loss of pay due to absence from work on the day of the funeral and up to four (4) additional days, if required, for travel and/or making necessary arrangements. One (1) such day without loss of pay will be provided for the purposes of attending the funeral of a more distant relative or close friend. Employees applying for leave under this clause will give Company as much advance notice as possible under the circumstance.

12.02 Parental Leave

Three (3) such days without loss of pay will be provided for purposes of attending the birth of a child by spouse and/or adoption. The Company shall provide maternity/parental leave as per government legislation when expecting the birth of a child.

12.03 LTD Entitlements Balance Payout Leave

All vacation entitlements and banked time balances shall be paid at the end of the year to employees who commence an approved Long Term Disability Leave.

Employees who receive a payment for all vacation and banked time balances and return from LTD leave may apply for a leave without pay pursuant to clause 11.01 Leaves of Absence.

Payment of earned entitlements pursuant to this provision does not impact LTD benefits and does not result in termination of employment.

ARTICLE 13 - HEALTH AND SAFETY

13.01 Personal Protective Equipment

The Company will supply all regular full time employees with appropriate clothing and safety equipment that is determined by the Company as necessary to protect the employees from injury. In addition, the Company will also:

- (a) Provide safety boots to employees as per Tidewater Midstream and Infrastructure Ltd. Protective Footwear Standards. It is understood that any significant changes to the Protective Footwear Standards will be discussed with the Union prior to implementation

- (b) Provide safety glasses to all employees as per Tidewater Midstream and Infrastructure Ltd. Safety Glass Practice. Where employees require prescription lenses, the Company will reimburse the entire cost of prescription safety glasses and/or prescription safety sunglasses. Reimbursements are limited to one (1) pair of each type every two (2) years, unless damage warrants necessary replacement. Lenses and frames must be CSA approved.

13.02 Health and Safety Responsibility

The Company undertakes to make reasonable provision for the employee's safety and health during hours of employment. Employees shall wear and use any protective devices or clothing which, in the opinion of the Company, is necessary to protect employees from injury. All such protective devices and clothing will be provided by the Company.

The Company believes that a safe operation is one of its more important objectives. The Company believes that, "in order to do a job correctly, it must be done "safely". No Company can operate safely nor can any safety program succeed without the full co-operation and full participation of all personnel.

The primary responsibility for personal safety lies with employee and supervisor. The overall effectiveness of the accident prevention program depends on the team work of all personnel.

The employee is required to attend safety meetings. If meetings fall outside of regular working hours, the employee will be paid at overtime rate for all hours in excess of the regular working hours the employee is required to be in attendance.

The Company will provide first aid supplies and equipment in accessible parts of the operation. The employee is required to be familiar with the provisions of the Company's Corporate Safety Manual and all other safety procedures pertinent to the employee's operations.

13.03 Health and Safety Committee

The Company and the Union agree to maintain a Health and Safety Committee comprised of employees and management personnel. Such a committee and the necessary procedures will be worked out at the local level during the life of the Agreement.

13.04 Health and Safety Training

The Company and the Union believe that an educated Health and Safety Committee is crucial to achieving a safe and accident free work place. In order to achieve this education the Company commits to provide training that will cover the Health and Safety Committee's training focus. Any training provided to the Health and Safety Committee will be done so without any expectation of payback should an employee leave the committee.

ARTICLE 14 - LAY OFFS AND RECALL

14.01 Lay-offs

If as result of a business decision, or lack of work, it becomes necessary to reduce the number of regular employees, the Company will consider performance, experience, and qualifications. In cases where these items are relatively equal, seniority will be the governing factor.

14.02 Recall

Where there is a requirement to increase the number of regular employees after a lay-off, eligible employees will be recalled in the reverse order of lay-off provided that they have the necessary performance, experience and qualifications to perform the work available.

14.03 Seniority upon Recall

Seniority which employees had at the time of lay-off will be regained and adjusted on the date of re-employment, providing the employee is re-employed within twelve (12) consecutive months.

14.04 Employee Contact Information

Employees on lay-off must supply the Company with a current address and phone number and the Company will make a reasonable effort to contact the employee by phone and/or registered mail. In the event the employee cannot be so contacted, declines the offer of employment or fails to notify the Company of his intention to return to work within three (3) days of his receipt of the registered letter, he shall forfeit his seniority and right to recall.

14.05 Seniority While on Temporary Assignment

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 period of six (6) consecutive months while so employed. Such person, when released from exempted employment, may exercise their seniority right to return to the job classification from which the employee came, provided the employee returns within six (6) months from the time they were assigned outside of the Agreement.

ARTICLE 15 - VACANCIES

15.01 New Classification or Vacancy

Once a new job classification or vacancy has been determined to be a full time nature, it shall be posted within fourteen (14) calendar days on bulletin boards for fourteen (14) days.

15.02 Job Postings

Employees desiring posted positions shall, within the fourteen (14) calendar day period specified in Article 15.01, place an application with their immediate supervisor. To ensure employees on leave of absence or vacation are considered for any vacancy, they shall be considered to have applied for vacancies, within the line of progression, for which they are eligible which have been posted during their absence and shall have the right to decline or accept within three (3) work days of their scheduled date of return to work, any offer of promotion that may result thereby.

15.03 Filling Vacancies

When filling vacancies, the Company will only give consideration to an employee's performance, experience and qualifications. In cases where these items are relatively equal, seniority shall be the governing factor. In those cases where promotions will take place outside the line of seniority, the Company will inform the Union in writing and discuss its reasons before taking final action.

15.04 Special Qualifications

Where a job opening is of such a nature that it requires special qualifications which, in the opinion of the Company, are not available from present employees, the job shall be filled from other sources.

15.05 Job Posting Results

The Company shall post the status of job postings within seven (7) calendar days of the closing date of the job posting.

ARTICLE 16 - SEVERANCE PAY

16.01 Entitlement

Any regular employee who loses their seniority rights as a result of a lay-off due to a business decision or shortage of work shall be entitled to severance pay.

16.02 Severance

Employees entitled to severance pay, shall receive such pay equivalent to the greater of:

- (a) the amount of severance pay required by applicable Employment Standards legislation or
- (b) an amount equivalent to not less than two weeks' pay plus two weeks' pay for each complete year of continuous service. The "2 + 2 Formula" includes any statutory requirements. Severance pay for a partial year of service will be calculated on a prorated basis. The payment resulting from this formula will be multiplied by 1.30. This formula provides a minimum severance payment of four weeks' pay for employees with one completed year of service and for employees with more than one year of service, two weeks' pay plus two weeks' pay per complete year of continuous service thereafter.

The Company will take into consideration all applicable legislation and regulation in an effort to provide the employee with the greatest flexibility in the payment of severance pay.

16.03 Weeks' Pay Defined

For the purpose of this Article, one weeks' pay is defined as the employee's basic hourly wage rate at the time of termination times forty (40) hours. An employee terminated and accepting severance payment under the above terms remains eligible to be considered for re-employment as a new employee.

16.04 Loss of Seniority Rights

Laid-off employees lose their seniority rights when they voluntarily resign after a lay-off commences, when their recall rights cease, or when they accept severance pay, whichever comes first.

ARTICLE 17 - MEAL ALLOWANCE

17.01 Eligibility for Meal Allowance

When an employee is required to work:

- (a) two (2) hours or more beyond the employee's regular stopping time, or;
- (b) two (2) hours or more on a call out,

The Company will supply the employee with a suitable meal which may be eaten on Company time. Should the employee's Manager consider that it is impractical to provide the employee with a meal; the employee will be paid eighteen dollars (\$18.00) in lieu of the meal. The Manager may also provide the employee with a meal before the end of the two (2) or four (4) hour period if, in the Manager's opinion, the job will require two (2) or four (4) hours of work. Additional meals or payments in lieu thereof will be provided every four hours thereafter as long as the work is continued. This section will apply to overtime hours only where an employee has received less than twenty-four (24) hours' notice of the scheduled overtime.

ARTICLE 18 - GRIEVANCE PROCEDURES

18.01 Grievance Steps

If a difference arises between one or more employees and the Company, regarding the interpretation, application, operation or alleged contravention of this collective agreement, the employee(s) shall first seek to settle the difference through discussion with their immediate Supervisor. If it is not resolved it may become a grievance and be advanced to Step 1.

Step 1:

The grievance must be submitted in writing by the employee/Union representative to the Plant Manager or Designate within fourteen (14) calendar days of the occurrence or the date the employee was aware or reasonably could have been aware of the occurrence. The Plant Manager or Designate shall convene a grievance meeting and provide a written decision on the difference or dispute within fourteen (14) working days.

Step 2:

If the Union is not satisfied with decision at Step 1 the Union may, within fourteen (14) working days of the decision in Step 1, advance the grievance in writing to the Director, Operations or Designate who will give a decision in writing within fourteen (14) working days.

If the decision of the Director, Operations or Designate is not satisfactory to the employee, the Union may submit the dispute to arbitration as provided in Article 19. In all discussion and presentations the employee may be represented by a Union Steward or a representative of the Union. All policy grievances must be submitted as Step 1.

18.02 Company Grievance

Any grievance instituted by the Company may be referred in writing to the Union Executive within ten (10) days of the occurrence of the circumstances giving rise to the grievance, and the Union Executive shall meet within seven (7) days thereafter with management to consider the grievance. If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance may be referred by either party, to a single arbitrator or a Board of Arbitration as provided in Article 19 at any time within ten (10) days thereafter.

ARTICLE 19 - ARBITRATION

19.01 Referral to Arbitration/Mediation

- (a) On the application of the Company or the Union, the matter may be submitted for final settlement to a single arbitrator, or Board of Arbitration, provided that not more than thirty (30) calendar days have elapsed since the date of the Operations Manager's decision under the grievance procedure. It is agreed by both parties that the use of a single arbitrator is the method of choice, but where either party wishes the matter in question to be heard before a Board of Arbitration, then that method will be used.
- (b) Notwithstanding 19.01(a), where the Parties mutually agree, the matter may be referred to Alberta Mediation Services within thirty (30) days of the Operations Manager's decision under the grievance procedure.

19.02 Procedure for Appointment

The following sets out the procedure for the appointment of a single arbitrator, board of arbitration or mediator.

- (a) Single Arbitrator
 - 1. The party desiring to submit a matter to arbitration shall notify the other party to this agreement of its intention in writing and at the same time nominate a least five names of possible arbitrators. The notice shall also state in what respect the Agreement has been violated or misinterpreted by reference to the specific clause or clauses relied upon. The notice shall also state the nature of the relief or remedy sought. Within seven (7) calendar days thereafter the other party shall choose one of the suggested arbitrators or submit its list of five possible arbitrators. If agreement is not reached by the parties within an

additional seven (7) calendar days either party may request the Minister of Labour of the Province of Alberta to appoint a qualified arbitrator.

2. The arbitrator shall endeavor to commence hearing the grievance within twenty-one (21) calendar days of the arbitrator's appointment, and shall endeavor to issue an award within a further fourteen (14) calendar days. The award shall be in writing and shall be final and binding upon the parties to this agreement and upon any employee affected by the award.

(b) Arbitration Board

1. The party desiring to submit a matter to arbitration shall notify the other party to this Agreement of its intention in writing and at the same time nominate its representative on the Arbitration Board. The notice shall state the matter at issue and shall state in what respect the Agreement has been violated or misinterpreted by reference to the specific clause or clauses relied upon. The notice shall also state the nature of the relief or remedy sought. Within seven (7) calendar days thereafter the other party shall nominate its representative. In the event that either party shall fail to appoint a representative as herein provided, the other party may request the Labour Relations Board of the Province of Alberta to appoint a representative on behalf of the defaulting party. When the representatives have been appointed they shall meet forthwith to choose a chairperson who, with the two representatives, shall constitute the Arbitration Board. Should the representatives fail to agree on the chairperson within seven (7) calendar days they shall forthwith request the Minister of Labour of the Province of Alberta to appoint a qualified chairperson.
2. The Arbitration Board shall endeavor to commence its hearings within twenty-one (21) calendar days of the Chairperson's appointment. The Arbitration Board shall endeavor to issue an award within a further fourteen (14) calendar days. The Arbitration Board award shall be in writing and shall be final and binding upon the parties to this Agreement and upon any employee affected by the award. The award of the majority shall be the award of the Arbitration Board.

(c) Mediator

Where the parties mutually agree the matter may be referred to the Alberta Mediation Services for the appointment of a mediator. The mediator shall endeavor to resolve the dispute within thirty (30) calendar days. Where the dispute is not resolved in mediation, either party may refer the matter to arbitration pursuant to Clause 19.01(a).

19.03 Expenses

Each party shall bear the expense of its nominee. The fees and expenses of the chairperson shall be shared equally between the parties.

19.04 Arbitrator Governed by Agreement

The single arbitrator or the Arbitration Board shall not be authorized to make any decision inconsistent with the terms of this Agreement nor to alter or modify any portion of this Agreement.

19.05 Time Limit to Submit to Arbitration

Where the party filing the grievance does not submit a grievance to arbitration within the specified time limits outlined in Article 19.01(a), the grievance will be considered to be abandoned.

ARTICLE 20 - DURATION

20.01 Duration of Agreement

The parties agree that the Collective Agreement shall be renewed for a period of three (3) years and nine (9) months from May 1, 2019 to January 31, 2023.

The Parties agree that all other provisions of the Collective Agreement taking effect upon the date of ratification will remain effective up to and including April 30, 2019. This Agreement shall also remain in full force and effect from year to year thereafter unless either party gives notice of its desire to terminate this Agreement or enter into negotiations for the purpose of amending the Agreement.

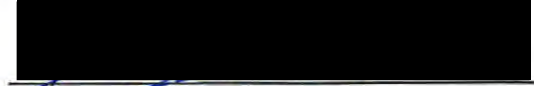
In Witness whereof the Parties have caused this agreement to be executed the:

For the Union:

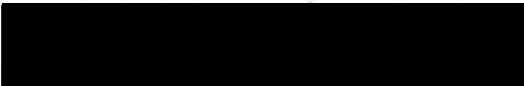


Nathan Edwards
President UNIFOR Local 431

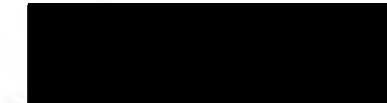
For the Company:



Scott Aycock
Senior Director, Deep Basin & Commercial
Operations, Tidewater Midstream and
Infrastructure Ltd.



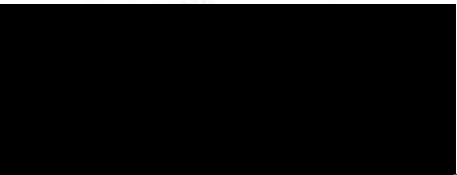
Steve Batch
Operations Representative UNIFOR Local 431



Reed McDonnell
Chief Commercial Officer
Tidewater Midstream and Infrastructure Ltd.



Earl Cropley
Maintenance Representative UNIFOR Local 431



Wally Ewanicke
UNIFOR National Representative

APPENDIX "A" -

**TIDEWATER MIDSTREAM AND INFRASTRUCTURE LTD.
PROGRESSION AND APPRENTICESHIP PROGRAM**

- A. Purpose and Philosophy
- B. Coverage
- C. General Principles
- D. Entry into Program
- E. Schedule of Training
- F. Pay & Allowances While Attending Vocational School
- G. Progression Within the Program

A. Purpose and Philosophy

The purpose of the Apprenticeship Program is to provide a means of training and developing trades' persons of the highest caliber for Tidewater Midstream and Infrastructure Ltd. and to provide an environment and incentive which will assist employees to achieve their potential.

Apprenticeship requires the active participation of the Company, the employee and various agencies of Government within respective provinces.

B. Coverage

The program will cover trades designated as required by Tidewater Midstream and Infrastructure Ltd. The number of employees required in any and all trades and classifications covered by the program will be at the discretion of the Company.

C. General Principles

1. The minimum periods of apprenticeship training will be as prescribed by the following statutes:

Alberta: The Alberta Apprenticeship Act

2. The training syllabus for each trade will be as prescribed by the appropriate apprenticeship board.
3. Employees with previous training and experience may be placed in a level of the program in keeping with credits granted by the apprenticeship board.

D. Entry into the Program

1. The Company will determine the number apprentices it will support in any particular trade program according to its needs and the limits placed on participants by the authorities.

2. The Company will set standards of entry into the various levels of the program that are consistent with standards recommended by the apprenticeship board.
3. Employees accepted into the Apprenticeship Program will enter into a preliminary agreement of apprenticeship with the Company for three (3) months. Such agreements will be registered with the apprenticeship board.
4. If at the end of this three (3) month period both the employee and the Company are satisfied in continuing the agreement of apprenticeship, a contract or indenture will be made and registered with the apprenticeship board.

E. Schedule of Training

1. Upon being accepted as an apprentice in a specific trade an employee shall work at the trade and spend as much time at a technical school as is prescribed by the apprenticeship board.
2. Upon completion of each period of training in an approved technical school, an employee will be required to pass examinations set by the apprenticeship board.
3. In the event of failure to pass these examinations, the employee will be required to undergo a period or retraining under the apprenticeship program on the subject material specified by the apprenticeship board and will be required to be re-examined within twelve (12) months.
4. Failure to pass a second examination will result in review of the employee's position with the Company and will normally result in removal of the employee from the program and from any wage schedule that may have been applied because of the employee's apprenticeship.

F. Pay and Allowances While Attending Technical School

1. While attending an approved technical school under the direction of an apprenticeship board, the apprentice may be eligible for "Allowances for Canada Manpower Training Plan Candidates" and "Living Away from Home Allowance" and "Travel Allowance", from the Government according to a schedule of grants pertaining to apprenticeship training.
2. In addition, for the first attendance at any particular year of the apprenticeship school the apprentice will receive from the Company, on each regular pay day, pay equal to the difference between regular straight time pay based on the regular work schedule and the "Allowance for Canada Manpower Training Plan Candidates", to which he is entitled. This make-up pay may be administered by the Company continuing the employee's full normal pay as though the employee was at work in accordance with the normal schedule and the employee will repay to the Company the amount of the Canada Manpower Allowance.

3. If an employee fails a first attempt at a particular year of vocational school, pay already received for that school session will remain with the employee. When a repeat of that term at school is undertaken by the employee it will be without make-up pay, but the employee will retain any Manpower Allowance that is provided by the government.
4. "Living Away From Home Allowance" and "Travelling Allowance" paid by the Government will not be taken into consideration when calculating the amount of make-up pay to which the employee is entitled from Tidewater Midstream and Infrastructure Ltd. Therefore, the employee will not be required to reimburse the Company for these allowances under any circumstances.
5. In addition to the foregoing, an employee living away from home may claim up to \$50.00 per day expenses on an expense statement. This allowance will start on the first day of vocational school and end the last day of vocational school. Only for the first attempt.
6. For purposes of travel cost reimbursement the company will make up the shortfall of any and all travel allowance paid by the government and the lesser of:
 - (a.) the cost of round trip economy airfare between the employee's home and the school, or
 - (b.) mileage allowance for the same trip at the Company's normal rate
 - (c.) one (1) round trip every two (2) weeks for mileage if in Alberta.

In addition, a travel allowance in the amount of mileage reimbursement at the regular rate, to a maximum value of one (1) round trip economy airfare, or payment for airfare will also be provided by the Company for the first attempt.

7. Days not attended at vocational school will be regarded as without pay by the Company unless satisfactory reason (Dr.'s certificate of absence) for the absence is given to the Company by the employee. Because the Company so heavily supports these education programs, attendance at school is considered to be an important responsibility for which the employee will be held accountable as though it were part of the employee's work.

G. Progression Within the Program

1. Upon being accepted in the program an employee shall be classified and paid according to Progression Schedule A and shall progress according to qualifications as follows:

Entry Apprentice	Maintenance Person 5
Following successful completion of 1 st year	Maintenance Person 4
Following successful completion of 2 nd year	Maintenance Person 3
Following successful completion of 3 rd year	Maintenance Person 2
Following successful completion of 4 th year	Maintenance Person 1

Promotion to Senior Maintenance Person will be accomplished on the basis of experience and satisfactory performance in the judgment of management. Successful apprentices will not be promoted to Senior Maintenance Person until they have obtained at least a year of experience after certification.

Successful completion of a particular year of training shall mean successful completion of prescribed theoretical training, practical training and tests according to the apprenticeship board and Tidewater Midstream and Infrastructure Ltd. training program.

2. If any minimum work period established by the apprenticeship board is exceeded due to the Company not permitting the employee to attend a previously scheduled period of training at a vocational school, the employee will be temporarily reclassified and receive the increased rate from the date they would have attended the scheduled course and passed the examinations. Should the employee not pass the examinations at the next scheduled attendance at vocational school, their classification and rate of pay will revert effective from the date of failure. Employees shall insure registration has been made in a timely manner in order to qualify and share information with their supervisor.
3. Should deferral by the Company of one particular year at vocational school cause subsequent years to be delayed, the apprentice will be reclassified to the appropriate level one (1) year after the previous upgrade pending successful completion of the delayed attendance at vocational school. In the event of a deferral under this section, sincere effort will be made to schedule future attendance at technical school to permit the apprentice to return to the schedule he/she would have been on had the Company not deferred his/her attendance originally.
4. If the minimum work period, established by the provincial apprenticeship boards is exceeded due to the unavailability of vocational school facilities, the employee's reclassification and rate will be adjusted retroactively to the commencement of the scheduled year provided the employee successfully passes the examination. Retroactive adjustments will not apply where retesting is necessary. Employees shall insure registration has been made in a timely manner in order to qualify and share information with their supervisor.
5. In the event an employee attends technical school and successfully passes the tests prescribed by the apprenticeship board prior to completing the scheduled year, reclassification will be effective on the completion of the scheduled year (as prescribed periods of on-the-job learning are a key element in the apprenticeship process).
6. If an employee does not attend a particular year's training within the twelve month period because of any action or lack of action by the employee, the reclassification and increase in rate will only be effective after successful completion of that period of training. Retroactivity will not apply.

PROGRESSION SYSTEM

GAS PLANT OPERATIONS	Minimum time in position before eligible for promotion
Lead Gas Plant Operator 3 rd class certification	PROP 210, 230, 250 Vacancy
Board Operator 3 rd class certification	PROP 210, 230, 250 Vacancy
Board Operator 50% 3 rd class certification	PROP 210, 230, 250 Vacancy
Gas Plant Operator 1 4 th class certification; signed off in all 3 areas of the plant	PROP 210, 230, 250 6 months
Gas Plant Operator 2 4 th class certification; has completed all signoffs in two (2) outside plants	PROP 210, 230 6 months
Gas Plant Operator 3 4 th class certification; signed off in any one (1) outside plant (Plant 1, Plant 2, or Sweet Plant)	PROP 210 6 months
Gas Plant Operator 4 50% 4 th class certification one or more years plant or field operations experience	PROP 210 6 months
Gas Plant Operator 5 50% 4 th class certification completed and one or more years plant or field operations experience	PROP 210 6 months
Utility Person entry level with no ticket and no experience	PROP 210 6 months

In the event that ABSA Plant Classification designates this plant to be Class 1, the 1st Class Plant Progression system applies.

Employees who advanced under the 2nd class progression system will not lose their qualifications and will be held in their current position until qualifications are increased. The salary rate for the position held applies.

MAINTENANCE PERSON (no tickets required)		Minimum time in position before eligible for promotion
Maintenance Person 3	PTOP 250	12 months minimum at previous level
Maintenance Person 4	PTOP 250	12 months minimum at previous level
Maintenance Person 5	PTOP 250	12 months minimum at previous level

MAINTENANCE PERSON (Journeyman tickets required)		Minimum time in position before eligible for promotion
I & E Lead		Vacancy
Specialist (Requires two certified dual tickets as per Table "A")		12 months as a Senior Maintenance
Senior Maintenance Person (Journeyman ticket required)		12 months as a Maintenance Person 1
Maintenance Person 1 (Journeyman ticket required)		As per Trade experience
Maintenance Person 2 (4 th year apprentice)		As per Alberta Apprenticeship Board
Maintenance Person 3 (3 rd year apprentice or minimum time as Maintenance Person 4)		As per Alberta Apprenticeship Board
Maintenance Person 4 (2nd year apprentice or minimum time as Maintenance Person 5)		As per Alberta Apprenticeship Board
Maintenance Person 5 (1 st year apprentice indentured)		As per Alberta Apprenticeship Board
Utility Person (entry with no experience)		6 – 12 months

FIELD OPERATIONS	Minimum time in position before eligible for promotion
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Lead Field Operator	PTOP 250, 260, 270, 280	Vacancy
Senior Facility Operator	PTOP 250, 260, 270, 280	6 – 12 months
Operator 1 Signed off in Operator 2,3,4 positions	PTOP 250, 260, 270	6 – 12 months
Operator 2 Signed off in Operator 3,4 positions	PTOP 250, 260	6 – 12 months
Operator 3 Signed off in Operator 4 (field) position	PTOP 250	6 – 12 months
Operator 4 Signed off in Utility position (pigging crew)	PTOP 250	6 – 12 months
Utility Person Entry position No experience and no certification		6 – 12 months

LAB TECHNOLOGIST	Minimum time in position before eligible for promotion
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Lab Specialist	2 years as Lab Tech 1
Lab Tech 1	1 year as Lab Tech 2
Lab Tech 2	1 year as Lab Tech 3
Lab Tech 3 Tech school graduate; up to one year related experience	6 months as Utility Person
Utility Person	3 – 6 months

Note: Employees will only be advanced to the top of progression provided they have the necessary time in their current level and have completed the necessary training as defined by the Company. Current employees in the gas plant and field operations will be grandfathered at their current classifications. In order to progress beyond their current classifications they may be required to take the next level of PTOP or PROP through SAIT, for their respective progression.

Employees hired after the date of ratification may be given credit for qualification and experience for training PTO and PROP.

Should deferral by the Company of one or more courses cause subsequent years to be delayed, employees will be reclassified to the appropriate level pending successful completion of the delayed course. In the event employees do not successfully complete their course, their rate will be reduced immediately to their previous rate.

With the exception of vacation and training, progression as described above will be suspended where employees are off work for more than one continuous month and will commence once the employee has returned to their regular full time position.

Individuals can be considered for positions above the top of progression where they have met the stated competencies but have **not** obtained the stated time requirements.

As of June 2007 all employees will participate in a program to identify development and progression. Development and progression is encouraged by the Company along with employee performance. The performance measures will be monitored bi-annually with employee and supervisor. Should performance be less than satisfactory preventing a progression move, this will be clearly identified and the employee made aware of corrective steps to take along with timeframe(s).

Note: "Performance" is only work related accomplishments (or lack of) directly related to the progression level.

All correspondence courses such as Steam, PTO, PROP will be ordered and paid for by Tidewater Midstream and Infrastructure Ltd. with the employee's signed agreement that they will reimburse the Company in whole if the employee terminates his/her employment with Tidewater Midstream and Infrastructure Ltd. within one (1) year of passing course. Tidewater Midstream and Infrastructure Ltd. is to be reimbursed on a prorated basis for the total costs incurred by Tidewater Midstream and Infrastructure Ltd. (costs include travel, accommodation, meals and any wages that were paid while attending the course).

The Company will not be required to pay for any extensions.

Reimbursement of any monies owed is between Tidewater Midstream and Infrastructure Ltd. and the employee only.

EMPLOYEES WRITING EXAMINATIONS UNDER THE ALBERTA BOILERS ACT

The Company encourages employees to improve their qualifications and accordingly will permit leaves of absence to sit for examination papers which are required by the Alberta Boilers Act.

Such leaves will be subject to the employee providing the Company with reasonable notice of such requests and also that the operational requirements of the Plant can be met in a reasonable manner

Further the company intend for the first, and in case of failure on the first attempt, the successful writing of a particular examination paper:

- (1.) to keep the employee whole while writing the examination;
- (2.) to reimburse the employee for the actual cost of examination; and
- (3.) to reimburse the employee for round trip automobile expenses for kilometers travelled by the most direct route from their place of residence to the examination location

LETTER OF UNDERSTANDING 1 - TRANSPORTATION

It is the Company's intent to provide employees at the Brazeau Gas Plant transportation from Drayton Valley, AB to work, in vehicles provided by the Company and driven by employees. These vehicles must provide comfort, reliability and safety. The maximum occupants should not exceed four (4). No changes will be made to these arrangements without consultation with the Union by the Company.

Effective December 29th, 2019 the company agrees to increase the current travel allowance to forty-five dollars (\$45.00) for each day the employee travels to the plant. In consideration of the increase to this allowance, employees accept the risk and responsibility associated with driving to and from the plant.

LETTER OF UNDERSTADNING 2 - SPECIALIST RATE OF PAY COMBINATIONS

Series (A) Combinations:

- Journeyman Mechanical Tradesperson (Auto or Heavy Duty Mechanic or Millwright)
- Journeyman Instrument Mechanic
- Journeyman Welder (B) Ticket Included
- Journeyman Electrician
- Journeyman Machinist

Series (B) Combinations:

- Journeyman Welder (B) Ticket Included
- Journeyman Machinist
- Journeyman Fitter

Series (C) Combinations:

- Journeyman Fitter
- Journeyman Insulator
- Journeyman Tinsmith

Note: Any combination of two certified Journeyman Tickets "A", "B", or "C" will qualify a Journeyman for the specialist rate of pay.

LETTER OF UNDERSTANDING 3 - EMPLOYMENT SECURITY

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 plant closure, partial plant closure, technological change or change of methods or facilities, having the basic qualifications may be considered for transfer to another Unifor-represented Tidewater Midstream and Infrastructure Ltd 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, the employee will receive severance pay based on:

Two weeks' pay plus two weeks' pay for each year of continuous service multiplied by 1.30, 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.

LETTER OF UNDERSTANDING 4 - SPECIALIZED COURSE ATTENDANCE

In order to further the capabilities of Company employees, the Company may extend to individuals the opportunity to attend specialized courses or attend conventions. The purpose of the Company's support of these training sessions is to upgrade the knowledge of the employee, both for the benefit of the individual and to meet the Company's need.

Specialized courses/conventions are deemed to be those that are developmental for the employee, benefit the Company and the business. Any courses where the employees are required to attend are not to be considered as "Specialized".

While attending such sessions the Company will reimburse employees for the following, reasonable expenses:

- course tuition fees and course material
- reasonable lodging expenses and personal meals and
- authorized travel expenses to the course location and return.

In addition, the Company will maintain the employee's earnings as though they had worked in accordance with the usual schedule. Employees who are on a course outside of their regular schedule will receive premium pay to a maximum of eight (8) hours per day for all hours in the classroom. In addition, employees will be paid actual travel time, less one (1) hour per day travelled, at straight time rates provided the employee travels by car.

Employees are encouraged to clarify any outstanding questions relating to personal expenses with their supervisor/manager prior to course attendance.

Courses that are specialized in nature and require reimbursement in the event the employee retires and/or severs their employment, the company will require a signed agreement with the employee prior to attending such courses. Reimbursement will be calculated on a prorated basis for a twelve (12) month period. Reimbursement will be only for the above mentioned reasonable expenses.

Any employee that owes the company for expenses will be an issue between the employee and the company only.

LETTER OF UNDERSTANDING 5 - SUCCESSORSHIP RIGHTS

The Company 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 (1) of the Labour Relations Code of Alberta

LETTER OF UNDERSTANDING 6 - BENEFIT PLANS

With regards to the benefits plan provided to employees of Local 431 by Tidewater Midstream and Infrastructure Ltd. I would like to offer the following assurance:

Tidewater Midstream and Infrastructure Ltd. current plans will remain “as is” for the duration of this collective agreement.

New Hires:

- New hires will not be entitled for benefits/RRSP until the completion of the 90 day probation period.

LETTER OF UNDERSTANDING 7 - EMPLOYEE ASSISTANCE

Tidewater Midstream and Infrastructure Ltd. encourages those employees who are seeking assistance for family counseling to contact Shepell provided through Great West Life at 1-800-387-4765.

LETTER OF UNDERSTANDING 8 - TECHNICAL STUDENT EMPLOYMENT

The Company and union agree that students may be hired for training, skill development and vacation relief, for periods not to exceed six (6) months.

Rates of pay for students will be determined by the company and are not subject to the classifications within the CA. Students when used for vacation coverage will be paid the collective agreement entry level rate for the time frame of the vacation coverage only. Students will not acquire any type of seniority and it is agreed that the termination of their employment is not a grievance matter.

Furthermore it is agreed by both parties that only the terms and conditions of the collective agreement that apply to students are:

- Article 5 Hours of Work
- Article 6 Overtime
- Article 7 Shift differential
- Article 8 Recognized Holidays
- Article 13 Health and Safety
- Article 17 Meal Allowance
- Article 18 Grievance Procedure
- Article 19 Arbitration

Re: Co-op Student Employment

The Company will employ Co-op students which will be trained in operations, however, will be salaried employee not subject to these terms and conditions.

LETTER OF UNDERSTANDING 9 - MUTUAL TIME (APPLIES TO DAY WORKS ONLY)

Tidewater Midstream and Infrastructure Ltd. agrees to the following guidelines:

- Maximum for year 80 hours regular time
- Maximum two (2) consecutive days off at a time (these can only be combined with vacation in non prime time)
- All time to be mutualled off must be booked at least one week in advance for scheduling purposes
- No extra cost for coverage to be incurred

LETTER OF UNDERSTANDING 10 - BANKING OF OVERTIME (APPLIES TO SHIFT WORKS ONLY)

Tidewater Midstream and Infrastructure Ltd. and UNIFOR Local agree to the following guidelines:

- Shift workers who work the 40 hour plus 2 hours at overtime rates schedule, will have the option to bank up to 84 hours per year (7 on – 7 off)
- This time will be taken at a time that is mutually agreeable to the employee and company
- All of any employee’s vacation must be scheduled prior to using bank time
- No extra cost for the coverage to be incurred
- At the end of the year any remaining bank time will be paid out.
- One hour overtime will be banked as two hours straight time

Note**

- OT or rate differences will not constitute extra cost
- Vacation time will take precedence
- Further details vacation are laid out in “Vacation Policy”

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LETTER OF UNDERSTANDING 11 - CHRISTMAS SCHEDULE (APPLIES TO SHIFT WORKS ONLY)

- Alternating Christmas schedule applies to shift workers only (7 on – 7 off schedule)
- The shift schedule will be adjusted, as required, beginning the year 2009
- The adjustment will be limited to the 25th and 26th of December each calendar year
- A and C crews receive the 25th and 26th off in all odd numbered years
- B and D crews receive the 25th and 26th off in all even numbered years
- The company reserves the right to schedule vacations according to the operating and staffing requirements of the operation
- No extra cost for coverage to be incurred

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**LETTER OF UNDERSTANDING 12 - LEAD GPO AND BOARD OPERATOR
PERMANENT 2ND CLASS (VACANCIES)**

- 9 permanent positions will be provided above the line

LETTER OF UNDERSTANDING 13 - WELLNESS SPENDING ACCOUNT (TAXABLE BENEFIT)

This letter outlines the terms and conditions of the Wellness Spending Account benefit that is an addendum to the Collective Bargaining Agreement between Tidewater Midstream and Infrastructure Ltd. (the Company) and Unifor Local 431 (the Union). The purpose of this Letter of Agreement is to describe the benefit being made available by the Company for the members of the Union and the process for submission of claims under this benefit.

The Company agrees to reimburse each member of the Union up to \$350.00 per year for the duration of the current Collective Bargaining Agreement. The \$350.00 is available to be claimed in its entirety within a calendar year, and no portion of the \$350.00 shall be carried over beyond the end of a calendar year. The benefit is available only for each member of the union and no portion of the \$350.00 may be transferred to or used by anyone other than the member of the union.

All claims will be accompanied by the appropriate purchase receipts and submitted to the Company's benefit provider. Claims under this benefit must be received by the Company's benefit provider no later than December 15 of each calendar year.

This benefit is subject to the taxable benefit rules established by Canada Revenue Agency (CRA). Eligible expenses under this benefit include:

- Health club membership/fitness programs, gym membership/classes (e.g. Yoga, Pilates, Aerobics, etc.)
- Fitness equipment (treadmill, Bow Flex, exercise bike, etc.)
- Personal Trainer
- Fitness/Exercise videos, cd's, books, magazines
- Sport registration fees/team fees/passes
- Sporting equipment (hockey, baseball, bowling, etc.) Sport lessons (e.g. golf, skiing, etc.)
- Equipment required to participate in any sporting event
- Fishing and hunting license and equipment (excluding firearms, ammunition and weapons)
- Horseback riding fees/lessons/equipment
- Self defense courses
- Dance lessons

Any questions regarding the Wellness Spending Account can be forwarded to the People Services Department for response.

LETTER OF UNDERSTANDING 14 - BANKING OF SICK TIME

- Employee’s unused sick time will be banked to a maximum of 96 hours
- Any banked sick time is added to the current year’s entitlement of 96 hours up to the combined maximum of 192 hours paid sick leave
- Tidewater Midstream and Infrastructure Ltd. will amend its policy to reflect these changes

LETTER OF UNDERSTANDING 15 - UNION FUNDS

Effective November 22, 2016, the Company will remit 5 cents (\$.05) for each full time employee’s regular hours of work to Paid Education Leave (“PEL”). The Union commits to maintain the principles of governance established with the Health, Safety and Industrial Relations Training Fund (HSIRTF) for administration and reporting of PEL activities to the Company.

Effective November 22, 2016, the Company will remit 3 cents (\$.03) for each full time employee’s regular hours of work to the Canadian Community Fund (“CCF”)

LETTER OF UNDERSTANDING 16 - EMPLOYEE SHARE PURCHASE PLAN (ESPP)

Employees who fall under the Brazeau collective agreement and have completed their probation period will be eligible for full participation in Tidewater’s Employee Share Purchase Plan (ESPP) subject to the terms and conditions of such plan as amended from time to time.

LETTER OF UNDERSTANDING 17 - DOMESTIC VIOLENCE

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 agreement.

LETTER OF UNDERSTANDING 18 - 1ST CLASS PROGRESSION SYSTEM

GAS PLANT OPERATIONS		Minimum time in position before eligible for promotion
Lead Gas Plant Operator 2 nd class certification	PROP 210, 230, 250	Vacancy
Board Operator 2 nd class certification	PROP 210, 230, 250	Vacancy
Board Operator 3 rd class certification	PROP 210, 230, 250	Vacancy
Gas Plant Operator 1 3 rd class certification; signed off in all 3 areas of the plant	PROP 210, 230, 250	3 months to 1 year
Gas Plant Operator 2 3 rd class certification; signed off in all 3 areas of the plant	PROP 210, 230	3 months to 1 year
Gas Plant Operator 3 3 rd class certification; signed off in any area of the plant (Plant 1, Plant 2, or Sweet Plant)	PROP 210	3 months to 1 year
Gas Plant Operator 4 4 th class certification one or more years plant or field operations experience	PROP 210	3 months to 1 year
Gas Plant Operator 5 50% 4 th class certification completed and one or more years plant or field operations experience	PROP 210	6 months
Utility Person entry level with no ticket and no experience	PROP 210	6 months