

Memorandum of Agreement (Plains Windsor Storage Facility)

Plains Midstream Canada ULC (The Company)

And

Unifor, Local 200 (The Union)

Plains Midstream Canada ULC and Unifor Local 200 agree to unanimously recommend the following terms and conditions for a first Collective Agreement for the Plains Windsor Storage Facility:

The New Collective Agreement will have a 3 (three) year term effective February 1, 2022

All active Employees employed as of the Date of Ratification will receive a lump sum signing bonus of \$1,000 each.

Wage increases will be as follows (as a percentage of total wage rates):

Year 1 (effective date of ratification)	3.5%
Year 2 (effective February 1, 2023)	3%
Year 3 (effective February 1, 2024)	3%

Mandy Young, Michael Currie, Bryan D'Andrea will be paid at a level 1 rate provided they meet the competencies required for level 1 within twenty-four (24) months of the date of ratification. Brittany Dagenais and Tony Veresuk will be paid at a level 4 rate provided they meet the competencies required for level 4 within twenty-four (24) months of the date of ratification.

In the event the above employees do not meet the required competencies within the twenty-four (24) month period their rate will be red circled at that time.

All other items previously agreed in bargaining will be included in the new Collective Agreement. (Attached)

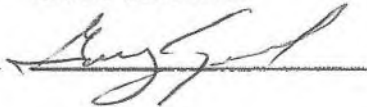
The above terms are also recommended by the Conciliator, Robert Orr.

Dated June 9, 2022.

Plains Midstream Canada ULC

Robert Orr

Unifor Local 200



COLLECTIVE AGREEMENT

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DEFINITIONS

In this Agreement:

COMPANY	means Plains Midstream Canada, Windsor Storage facility
UNION	means Unifor
WINDSOR STORAGE FACILITY	means the Plains Midstream Canada facilities located in Windsor, Ontario, at 4300 Matchette Road
EMPLOYEE	means an employee in the bargaining unit at the Windsor facility unless otherwise specified
PROBATIONARY EMPLOYEE	means any newly hired employee who has not completed 1040 hours worked (exclusive of overtime) in the employ of the Company
SENIORITY OR REGULAR EMPLOYEE	means an employee who has completed the probationary period
TEMPORARY EMPLOYEE	means any individual who is hired for a period of not more than two years and is not part of the bargaining unit

JOINT VISION STATEMENT

The Company and the Union recognize that the success of the Windsor Storage Facility and the bargaining unit Employees who work there are interdependent. The parties agree to promote a positive Company-Union working relationship in the interest of business results at the Windsor Storage facility. This letter will serve to confirm the commitment of the parties to work together in the spirit of co-operation on matters of mutual interest.

Article 1. Purpose of Agreement

- 1.01 The purpose of this Agreement is to provide orderly collective bargaining relations, in good faith, between the Company and its Employees and the Union representing such Employees, to provide orderly procedures for the prompt and effective disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions.

Article 2. Recognition and Scope

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of Plains Midstream Canada, at its Windsor Storage facilities at 4300 Matchette Road save and except for, supervisors, and those above the rank of supervisor.
- 2.02 In this Agreement whenever the masculine is used, it will be deemed to include the feminine and vice versa.
- 2.03 A non-bargaining unit employee who is engaged to fill a temporary vacancy is not considered part of the bargaining unit. A person filling a temporary vacancy who is subsequently hired as a probationary employee during or at the conclusion of the temporary period will not have any of the service rendered while on the temporary assignment count towards completion of the new employee's probationary period.
- 2.04 Management employees will not ordinarily do work that is customarily performed by members of the bargaining unit. This does not apply when a manager is engaged in any of the following
- (a) Training or demonstrating a procedure to an employee;
 - (b) Conducting experimental work or inspections;
 - (c) Performing work that is required due to an urgent situation or to assist an employee;
 - (d) In situations where no bargaining unit employee is immediately available or an emergency;
 - (e) Completing hands on work necessary to maintain the managers functional competency.

Article 3. No Discrimination

- 3.01 The Company and the Union agree that no intimidation, no discrimination, no interference, and no restraint or coercion will be exercised against any Employee by either of the parties to this Agreement or their representatives on account of such Employee's membership or non-membership in the Union.
- 3.02 The Company and the Union are committed to a violence/harassment free and respectful workplace. It is the intention of the Company and the Union to provide a work environment that is safe, respectful, non-threatening and free from violence and harassment.

Violence can take many forms, including but not limited to the following; threats, either direct or indirect; Intimidation; bullying; coercion; or outward aggression

Sexual harassment is any, unwelcome sexual attention and may include unwanted touching, obscene jokes, suggestive comments, persistent and unwelcome flirtation or displayed materials, whether oral or graphically depicted.

Harassment also includes any verbal or physical conduct, including statements, written or displayed materials, directed against any person on the basis of that person's race, gender, place of origin, age, religion, physical or mental disability, ancestry, colour, ethnic origin, citizenship, creed, sex, sexual orientation, record of offences, marital status or family status or any other prohibited ground as provided under applicable legislation.

Any employee not satisfied with the Company's response to any harassment complaint will have the option of filing a grievance and/or human rights complaint.

- 3.03 The parties are committed to:
- (a) Informing and educating Employees with the objective of preventing violations of the policy;
 - (b) Investigating reported incidents of violence and harassment in an objective and timely manner;
 - (c) Taking necessary action; and
 - (d) Providing appropriate support for Employees.

For additional details, please see the Plains Midstream Canada Respectful Workplace Policy.

- 3.04 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Company without the written permission of management.
- 3.05 The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent, and realizes that in order to provide maximum opportunities for continuing employment and good working conditions, the Company must be in a strong market position, which means it must produce at the lowest possible cost. The Union through its bargaining positions, assumes a joint responsibility in the attainment of these goals. The Union therefore agrees it will co-operate with the Company and support its efforts to assure a full day's work on the part of its members; and will actively combat absenteeism and any other practices which resist production. It further agrees that it will support the Company in its efforts to eliminate waste in production; conserve materials and supplies; improve the quality of workmanship; prevent incidents and strengthen good will between the Company, Employees, and the public.

Article 4. Management Rights

- 4.01 Except, and to the extent specifically modified by this Agreement, all rights and prerogatives of Management are retained by the Company and remain exclusively and without limitation within the rights of the Company and its management. There must be no attempt by either party or an Arbitrator to read into the provisions of this Agreement a principle or authority whereby the process of collective bargaining has in any way usurped the rights of Management, except where specifically modified by this Agreement. Without limiting the generality of the foregoing, the Company's exclusive rights, power, and authority include and are not confined to:
- (a) the right to plan, direct, control, and alter all operations in a safe, efficient, and profitable manner to maintain competitive capability, subject to the express terms of the collective bargaining agreement;
 - (b) the right to designate, establish, revise, or discontinue departments, duties, or jobs;
 - (c) the right to make, enforce, and alter, from time to time, rules and regulations to be observed by the Employees; to hire, transfer, promote, demote, classify, assign duties, lay off, retire, recall, discharge, suspend, or otherwise discipline Employees, provided that a claim that an Employee who has completed the probationary period has been discharged or disciplined without just cause or has been dealt with contrary to the provisions of this Agreement may be the subject of a grievance and dealt with as hereinafter provided;
 - (d) the right to determine the location and extent of the operations and their commencement, curtailment or expansion, the standards of production, products to be manufactured,

description of jobs, contracting out work, number of shifts, methods, processes, and means of production, and quality, job testing, and standards;

- (e) the right to employ part-time Employees;
- (f) the right to manage attendance and require Employees to take medical examinations where reasonable;
- (g) the right to develop performance programs and absenteeism programs;
- (h) the right to determine the fitness and qualifications of Employees and establish and administer tests for the purpose of assisting the Company in determining an Employee's qualifications, skill, efficiency, and fitness for duty;
- (i) the right to require Employee training;
- (j) the right to select and retain Employees for positions excluded from the bargaining unit, to transfer Employees out of the bargaining unit, and to operate and manage the enterprise in all respects in order to satisfy its commitments and objectives;
- (k) the right to sell the business or assets at any time;
- (l) the right to determine whether there will be overtime and who will perform such work; the number of Employees needed by the Company at any time, and how many will work on any job, and the hours of work including shift times.

The above rights and the right to manage the enterprise and its business without interference are solely and exclusively the rights of the Company, subject to the express terms of this Agreement.

4.02 Where the rights, power, and authority itemized above are modified or limited by the terms and provisions of this Agreement, they will only be modified or limited to the extent specifically provided for in the Agreement. Notwithstanding any other specific provision of this Agreement, it is agreed that the use of self-regulated work teams or any other delegation of management authority to Employees covered by this Agreement will not prevent the Company from reassuming any function or decision-making power (including the alteration of any particular decision made by an Employee or team) as it may decide to do so from time-to-time.

4.03 This Agreement constitutes the entire agreement between the parties, and any previous agreements whether oral or written are hereby superseded by this Agreement.

- 4.04 Failure by the Company to exercise any of its management rights will not be considered to be an abandonment or waiver of those rights or estop the Company from exercising those rights.

Article 5. Strikes and Lockouts

- 5.01 The parties having entered into this Collective Agreement in mutual good faith, the Company agrees there will be no lockout and the Union agrees there will be no strike, slowdown, overtime ban, or other concerted activity either complete or partial which could interfere with or restrict production during the term of this Agreement.

Article 6. Union Security

- 6.01 The Company will deduct an amount equal to the regular monthly dues of each Employee falling within the scope of this Agreement, whether or not the Employee is a member of the Union, who has completed thirty (30) calendar days of continuous employment. These dues will be deducted from the Employee's earnings on each pay day, and the amounts deducted will be transmitted monthly to the Secretary-Treasurer of the Union. Dues deductions will appear on T-4 slips.
- 6.02 The Union will provide the Company with the required calculations for dues deductions. Any further changes to such deductions will be provided by the Union no less than thirty (30) calendar days prior to the date of the requested change to take effect.
- 6.03 It is expressly understood and agreed that the Union will save the Company harmless and indemnify the Company for any claim arising under any dues deduction.

Article 7. Representation

- 7.01 The Company will recognize a Plant Chair and one other steward of the Union (the "**Executive**").
- (a) The Union will select its Stewards (all of whom shall have completed the probationary period) and shall at all times keep the Company advised in writing as to the names of its Stewards and members of the Joint Health and Safety Committee ("**JHSC**") within five (5) days of their election or appointment.
 - (b) It is understood that the Stewards will have to do the work assigned to them by the Company, and for onsite investigation of a grievance during working hours, they will not leave their work before obtaining the prior permission of their immediate Supervisor, and if they are requested to do so, will give an explanation as to their absence and its length. If these conditions are met, the Company agrees that they will not lose pay in such circumstances.

- 7.02 The Company agrees to recognize a Negotiating Committee of not more than two (2) Employees. The Negotiating Committee may have the assistance of a representative of the National Union.
- 7.03 Permission to be absent from work for all Union business to be conducted outside of the Windsor Facility will be based on the Company's ability to furnish qualified replacements without incurring additional cost to the Company and provided that written application is made at least 14 calendar days in advance of the leave.
- 7.04 Except as specifically provided for in this Agreement or in applicable legislation, no Employee will be compensated for time to conduct Union business which falls outside of the Employee's regular scheduled hours or on an Employee's regular day off.
- 7.05 Meetings will be held between the Company and a Union Committee of not more than two (2) Employees at such times as may be mutually agreed upon. Requests for meetings will be made:
- (a) On behalf of the Company to the Chief Steward.
 - (b) On behalf of the Union to the Windsor Facility Leader or delegate.
- A written agenda of matters to be discussed will be supplied at the same time such a meeting is requested.
- If the Employee is on shift during the meeting, the Company agrees to keep the Employee's pay whole while attending these meetings.
- 7.06 A Union Representative is permitted to enter the Windsor storage Facility during non-working hours to attend to Union business as defined herein, but before so doing must obtain permission from the Windsor Facility Leader or delegate.
- 7.07 a) The Windsor Facility JHSC will include one (1) member of the bargaining unit (50% of the JHSC) appointed by the Union and one (1) member appointed by the Company.
- b) The company will provide safety certification training for at least one (1) member of the JHSC. As well as the time required to prepare for the JHSC meetings as per legislation or as agreed by the JHSC
- 7.08 The Company will provide a bulletin board to be used for posting of proper Union notices. It is understood that a copy of these notices must be submitted to the local management for approval prior to posting.

The Company will provide the Union executive with a lockable filing cabinet for its use.

Upon request and with reasonable notice, the Company will endeavor to provide the Union executive with the use of a meeting space to conduct Union business pursuant to the provisions of this agreement.

7.09 New employees within scope of this agreement shall receive the Unions Orientation program. This can occur at the site in accordance with this agreement or the local Union hall. The new employee will be provided a maximum of one (1) hour for the orientation.

Article 8. Grievance Procedure

8.01 The parties to this Agreement agree that it is of the utmost importance to adjust complaints and grievances as quickly as possible. Accordingly, no grievance will be considered when:

- (a) the circumstances giving rise to it occurred or originated more than fourteen (14) calendar days before the filing of the grievance. A grievance alleging improper rate of pay or amount of pay may be lodged within seventeen (17) calendar days of the circumstances giving rise to the grievance.

It is agreed that all time limits in this Article 8 are mandatory and that the only extensions of time limits will be by written agreement of the Union and the Company themselves. For clarity, notwithstanding any section of the *Canada Labour Code*, no arbitrator shall have jurisdiction to extend the time limits set out herein.

8.02 A grievance is defined as a written complaint or difference regarding the meaning, interpretation, application, or alleged violation of this Agreement. The grievance must contain:

- (a) full particulars of the facts giving rise to the grievance;
- (b) the provision(s) of the Agreement and/or any applicable legislation considered; and
- (c) the particulars of the remedy sought.

Except as otherwise set out herein, all grievances not submitted within seven (7) calendar days of the date of the event shall be deemed abandoned.

8.03 The following steps to the grievance procedure will be observed:

Step 1

The Employee will have a discussion with the Employee's Supervisor or delegate. The Employee has the option for a Union Representative to accompany the Employee. The Supervisor has seven (7) calendar days to respond. If the Company does not respond or the Employee is not satisfied

with the response, the grievance may be presented at step 2 within three (3) calendar days from the date of the response or the deadline to present a response.

Step 2

The Employee with their Union Representative present will present a written grievance to the Manager once removed or delegate.

Starting at Step 2, the Company may also file written grievances with a Union Representative, or the Union may file written policy grievances (that do not relate to individual Employees) with the Manager once removed or delegate.

The parties will meet to discuss all Step 2 grievances within fourteen (14) calendar days, and a response to the grievance will be provided within seven (7) calendar days of meeting.

If the matter is not resolved and the grieving party wishes to proceed to arbitration, the grieving party must, within fourteen (14) calendar days of the date of the response given (or the deadline for such a response if no response is given), but not thereafter, deliver to the other party a notice stating that it wishes to take the matter to arbitration.

Notwithstanding anything contained elsewhere in this Agreement, no grievances shall be lodged by or on behalf of a terminated or disciplined Probationary Employee who protests such discipline or discharge unless it is alleged that such discharge or discipline contravenes the *Canadian Human Rights Act*. In such cases, the standard of review of the Company's decision shall be whether the Company breached the *Canadian Human Rights Act*.

8.04 In the Grievance Procedure outlined above, presentations of grievances and decisions where called for in writing will be on forms mutually agreed upon by the Company and the Union.

8.05 If timelines for the grievance are missed, the grievance will be deemed abandoned. If response timelines are missed, the grievance will automatically advance to the next step.

8.06 Discharge

- (a) A claim by an Employee, other than a Probationary Employee, that the Employee has been unjustly discharged or suspended will be treated as a grievance if a written statement of such grievance is provided at Step 2 within seven (7) calendar days after the discipline is imposed.

Such special grievance may be settled by:

- i. confirming Management's action to discharge or suspend the Employee, or
- ii. reinstating the Employee with full seniority and compensation for lost wages and benefits, or
- iii. any other arrangement, which in the opinion of the conferring parties, or the Arbitrator, is just and equitable.

8.07 When two or more Employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the Company beginning at Step 2 of the Grievance Procedure provided that all affected members sign the group grievance.

8.08 An Employee who is called to a meeting for the purpose of receiving discipline is entitled to have a Union Representative present at such meeting unless the Employee indicates that he or she does not want to have a Union Representative present. The Company's failure to provide for Union representation will not void any discipline imposed. If an employee is being terminated or suspended the Company shall arrange to have Union representative available for the meeting.

Article 9. Arbitration

9.01 Where a difference arises between the parties relating to the interpretation, application, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either of the parties after properly exhausting the steps of the Grievance Procedure set forth in this Agreement may notify the other party in writing of its desire to submit the grievance to arbitration and the notice must contain the first party's suggestions for an impartial arbitrator. The recipient of the notice must within ten (10) calendar days inform the other party of the name of its suggestions. If the recipient of the notice fails to suggest an arbitrator or if the parties fail to agree upon an arbitrator within the time limited, the appointment will be made by Federal Minister of Labour upon the request of either party. The arbitrator will hear and determine the grievance and will issue a decision, and the decision is final and binding upon the parties and upon any Employee affected by it.

9.02 The arbitrator is not authorized to make any decision which is contrary to, or inconsistent with, the provisions of this Agreement in any particular, nor to deal with any matter which is not covered by this Agreement.

9.03 The compensation and expenses of the arbitrator will in all cases be borne equally by the Company and the Union.

- 9.04 If a matter is referred to arbitration but reasonable efforts have not been made to advance to arbitration within six (6) months the grievance will be deemed abandoned.
- 9.05 The Arbitrator is not authorized to award any relief or remedy which would take effect earlier than sixty (60) calendar days prior to the date on which the grievance was filed, including for continuing grievances.

Article 10. Probationary Employees

- 10.01 An Employee will be considered as a Probationary Employee for the first one thousand and forty (1040) hours worked in the job for which the Employee is hired and will have no seniority rights during that period. The termination of an Employee during the probationary period is not arbitrable. After completion of the probationary period, the Employee's seniority will date from the start of the Employee's probationary period.
- 10.02 Notwithstanding anything contained elsewhere in this Agreement, no grievances shall be lodged by or on behalf of a terminated or disciplined Probationary Employee who protests such discipline or discharge unless it is alleged that such discharge or discipline contravenes the Canadian Human Rights Act. In such cases, the standard of review of the Company's decision shall be whether the Company breached the Canadian Human Rights Act.
- 10.03 A Probationary Employee terminated or laid off after 90 days of employment is entitled to one (1) week of notice or pay in lieu of notice.
- 10.04 Employees hired with the same date of hire will have their names placed on the seniority list based on alphabetical order by surname.

Article 11. Seniority

- 11.01 A seniority list will be posted by the Company for a period of thirty (30) calendar days within one (1) month after the signing of this Agreement. After such posting, the list becomes final as to the Employee names and dates designated on it, except as to any Employee who has disputed the accuracy of the seniority date while the list is posted, in which case it will be subject to an adjustment under the grievance procedure if established to be inaccurate.
- 11.02 For Employees who fall in the scope of this Agreement as defined in Article 2.01 and who are hired after the ratification date of this Agreement, seniority will be determined by an Employee's total length of continuous service commencing on the Employee's date of hire by the Company, at the Windsor Storage Facility.

11.03 An Employee's seniority will be lost and the Employee will be deemed terminated if the Employee:

- (a) voluntarily quits the employ of the Company for any reason;
- (b) is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement;
- (c) is laid off for a continuous period exceeding the length of the Employee's seniority at the time of layoff or a period exceeding nine (9) months, whichever comes first;
- (d) is laid off and fails to return to work within five (5) calendar days after notification of recall, or such longer period as approved by the Company at its sole discretion. An Employee will be deemed to be notified of recall on the second (2nd) business day following the posting of a registered letter to that effect addressed to the Employee's most recent address on the Company's files.

NOTE: It is the responsibility of the Employee to keep the Company informed of the Employee's current address and telephone number.

Clause 11.03(d) above will not be applied if a recalled Employee, within five (5) calendar days of notification of recall, advises the Windsor Facility Supervisor by email (with a copy to Human Resources) that the Employee intends to report to work within ten (10) calendar days of notification of recall and actually does report to work within such time period;

- (e) fails to return to work on the first scheduled working day following the expiration of an authorized leave of absence, unless the Employee has a bona fide reason satisfactory to the Company;
- (f) utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- (g) is absent for three (3) consecutive working days without notifying the Company (unless a satisfactory reason for failure to notify is given), or is absent for seven (7) consecutive calendar days without a reason satisfactory to the Company;
- (h) fails to return to work on the next scheduled shift after the Company and the Employee have been notified by the Workplace Safety and Insurance Board that the Employee is able to return to work;
- (i) Subject to the above, seniority will be maintained and accumulated during:

- i. absence due to non-occupational sickness or accident;
- ii. authorized leave of absence;
- iii. an approved leave of absence for union business; and
- iv. a period of layoff up to a maximum of nine (9) months, subject to the provisions of 11.03(c).

11.04 Layoff

- (a) When it is necessary to reduce the workforce, layoffs will be done by classification. For purposes of this clause, the classifications are defined as:
 - Terminal Operations Technician
 - E&I Technician
 - Mechanical Technician
- (b) Where the Company determines that it is necessary to reduce the number of Employees in a classification, layoffs will be determined based on Employee performance, skill, ability, and qualifications. If those factors are equal, the least senior Employee will be laid off.

11.05 Recall

The Company will recall Employees in the reverse order of layoff, providing skills, ability and qualifications are sufficient to perform the available work to the required job standard.

Recall rights do not apply to temporary work that is required to begin in less than five (5) days.

11.06 Job Vacancies

The Company will fill permanent vacancies in a bargaining unit job based on performance, , skill, ability, and qualifications. If those factors are relatively equal, the most senior Employee will be placed into the vacant position, provided that Employee has sufficient skills, ability, and qualifications to perform the available work to the required job standard laid off.

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

11.08 The Company may temporarily reassign Employees, without regard to seniority, to other work as may be determined.

- (a) Such Employees as may be assigned to the temporary work will receive the pay rate of the job to which they are temporarily assigned where such assignment exceeds one shift. If, however, an Employee is transferred to a lower rated job for the convenience of the Company, and not to avoid a layoff, the Company will maintain the Employee's normal rate of pay so long as the Employee is working in the job the Employee is transferred to for the convenience of the Company.
- (b) An Employee may be removed from the temporary assignment if the Employee fails to perform to job standards and may be subject to performance management.

11.09 Technological Change

- (a) Technological Change is defined as the introduction of new technology into the operation or the automation of an activity which results in a significant change in the method of operating the business and which results in the elimination of existing jobs or the creation of new and different jobs. It does not include such things as a change in the volume or timing of the business or the normal replacement of equipment.
- (b) The Company agrees to notify the Union of pending technological change in advance of the implementation of such change. Following such notice there shall be a discussion which may include the following issues:
 - i. The probable effective date
 - ii. The approximate number and classification of employees to be affected, if any
 - iii. The approximate number of jobs to be eliminated and/or created, if any
 - iv. Any changes required in the terms and conditions of employment for affected employees

11.10 Seniority employees with at least one (1) year of service who are laid off will be entitled to severance pay as follows:

- a) A base amount of two (2) weeks' pay at straight time; plus
- b) Two (2) weeks' of straight time pay multiplied by 1.30 per completed year of service with the Company (with partial years pro-rated to the nearest 1/12th)
- c) For the purpose of this severance calculation, one week equals forty (40) hours at straight time hourly rate of pay

d) No severance pay is payable to an Employee who quits employment prior to the last day of the notice period stipulated by the Company or to any Employee whose employment is terminated for cause or for any other reason that disqualifies the Employee from termination notice or pay in lieu of notice under the Canada Labour Code.

e) Employees who remain on layoff for a period of nine (9) months will receive severance pay, at which time their employment will be terminated without any further recall rights.

f) In preference to layoff, Employees who have at least one (1) year of service may ask to accept severance pay, at which time their employment will be terminated without any further recall rights.

Article 12. Recognized Holidays

12.01 Plains recognizes the following twelve (12) general holidays:

New Years Day	Labour Day
Family Day*	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
August Civic Holiday*	Boxing Day

* Should a new general holiday be legislated the parties to this agreement agree that one of the days not designated by the Canada Labour Code will be replaced by any new general holiday declared by legislation

For day workers, where any one of the holidays falls on a Saturday or Sunday and there has been no government proclamation requiring observance on another day, the holiday will be recognized on either the following Monday or preceding Friday. The Company will post the schedule of all holiday dates to be observed during the following calendar year.

12.02 For shift workers and 12-hour day workers, for purposes of time off and payment, the designated holidays will be observed for shifts that start on the day of the traditional calendar date or date decreed by statute. An Employee who fails to report for work as scheduled on a Company recognized holiday because of sickness or accident will receive all sickness benefits that the Employee qualifies for, but will receive no other compensation for the holiday.

b) Notwithstanding the above, an employee, during the first fourteen (14) calendar days of a medical leave of absence, will be paid holiday pay in lieu of sick pay for a holiday falling within

that period provided that he presents the Company with a satisfactory medical certificate that he was unable to work on the holiday due to sickness or injury.

12.03 Holiday pay for Employees who qualify will be as follows:

Day Workers 8 hours' pay at the regular straight time hourly rate (or scheduled hours if on a compressed schedule)

Shift Workers 12 hours' pay at the regular straight time hourly rate. (or scheduled hours if on a different schedule)

12.04 a) Employees required to work on a recognized Holiday will be paid double the straight time hourly rate of pay for all hours worked.

b) If a recognized holiday falls during an employee's scheduled vacation period, the day will be treated as a holiday and not a vacation day.

12.05 A Probationary Employee will be paid holiday pay in accordance with the Canada Labour Code.

12.06 An Employee on layoff will not be entitled to any holidays falling during the period of such layoff.

Article 13. Hours of Work

13.01 The following paragraphs and sections are intended to define the normal hours of work and to identify the normal hours of work per day or per week or of days of work per week. Nothing in this Article constitutes a guarantee of hours.

13.02 For the purpose of this Agreement, a work day is a twenty-four (24) hour period commencing at the start of an Employee's work day and a work week is seven (7) days starting Monday at 5:30 am.

Depending on work requirements and business needs, it may become necessary to establish regular work periods which do not conform to Articles 13.03 and 13.04.

13.03 Day Workers

In this Agreement Day Workers are Employees who are not shift workers and who normally work on weekdays (i.e., Monday to Friday) 7:00 am to 3:30 pm.

The Company has the ability to institute a compressed work schedule for Day Workers upon fourteen (14) days of notice to affected Employees. The Company will also provide fourteen (14)

days of notice if the compressed schedule is to be discontinued. No change of schedule payment will be made when moving in or out of a compressed work schedule.

One such example of a compressed schedule is the “9/80 Schedule”. The principal features of this schedule are as follows:

- Monday to Friday for Day Workers.
- The shift cycle is a two week cycle (10 regular workdays) under which Employees work eight (8) shifts of 9.5 hours (inclusive of a 30 minute unpaid lunch) and one 8.5 hour shift (inclusive of a 30 minute unpaid lunch). On the fifth or tenth day in the cycle (but not both), the Employee is not scheduled to work.
- For the 9.5 hour shifts, start times are 6:30 am – 4:00 pm

13.04 Shift Workers

- (a) Shift Workers are Employees who are ordinarily scheduled to work 12 hour rotating shifts and who are paid for the lunch period:

Days – 5:30 am to 5:30 pm

Nights – 5:30 pm to 5:30 am.

- (b) The hours of work will be forty (40) hours per week. However, with the current shift schedule, Employees work forty-two (42) hours per week on average over a four (4) week cycle. In an effort to maintain a forty (40) hour work week, Employees on this schedule will be paid at the overtime rate of pay for the additional two (2) hours worked on this schedule. Employees may choose to receive pay for these hours or to bank the hours at 1.5 times (up to 48 hours) to be taken off at another time, subject to Company approval and the requirement that it cannot cause overtime or additional cost to the Company. If EDO hours are not used by the end of the calendar year, all banked hours will be paid out. The parties agree that the above constitutes an averaging agreement pursuant to the Canada Labour Code. Normal hours of work for Employees working a rotating shift schedule will incorporate 24-hour coverage.

13.05 The Company has the ability to institute other work schedules depending on business need.

13.06 Subject to the following guidelines, a shift employee may exchange scheduled work days with another Employee, Subject to Company approval:

- (a) mutual changes will only be considered when shift team strength and emergency response requirements are sufficient to minimize risk to the operation;
- (b) mutual change must not result in additional cost to the Company; and
- (c) mutual changes must be documented (day off and reciprocal day specified) in advance and approved by the supervisor.

The Company reserves the right to cancel the use of mutuals for any Employee if it feels that operations have been disrupted or that this privilege is being abused or overused. The Company also reserves the right to cancel or curtail the use of mutuals where such action is deemed necessary to permit Employees to take a sufficient amount of rest time.

Article 14. Overtime

14.01 On occasion, it may be necessary for overtime eligible Employees to work extra hours outside their normal work schedule. The Union recognizes the Company's need to have sufficient qualified personnel available for overtime. The Company recognizes the individual employee's right to refuse in accordance with the Canada Labour Code.

Employees who are overtime eligible will be paid overtime at two (2) times the straight-time hourly rate for all hours worked outside an Employee's normal schedule. For part-time Employees whose normal work day is less than eight (8) hours, overtime will be paid for time worked in excess of eight (8) hours in a given day. The practice of banking overtime hours is not permitted at any time under this policy (Exception of EDO's).

All overtime must be authorized in advance. The immediate supervisor will review and approve the overtime of their designated Employees, prior to forwarding to Payroll.

Overtime hours worked and reported to Payroll by the payroll cut-off will be paid on the next pay. Overtime hours worked and reported to Payroll after the payroll cut-off will be paid on the subsequent pay. The Payroll calendar is available on eStream.

14.02 Cancelled Overtime

If the Employee's call out is cancelled after the Employee's arrival on site **on a non-scheduled workday**, it will be paid in accordance with the Canada Labour Code.

14.03 The Company will make every reasonable effort to equalize overtime amongst eligible qualified employees. The Company will post an updated overtime list once per month.

Article 15. Leaves of Absence

15.01 In no instances are leaves granted automatically, but must be requested by the employee. All requests for leaves of absence must be in writing.

15.02 Should an employee be called for jury duty or subpoenaed as a Crown witness, the Company will continue the employee's regular pay to ensure that the employee will receive lost regularly scheduled hours at straight time for those days the employee would have actually been at work while serving on a jury or as a Crown witness. An employee so summoned to serve should advise the employee's supervisor immediately after receiving such notification and must supply proof of service on a jury or as a Crown witness. The employee must also reimburse the Company for any jury duty pay or witness fees received by the employee.

15.03 Bereavement Leave

(a) In the event of the death of a member of an employee's immediate family, the employee will, upon request, be granted a leave of absence with pay for up to a maximum period of three (3) working days to attend the funeral and/or to make funeral arrangements. Normally such period will be from the day after the day of death to the day of the funeral inclusive. In cases where the employee must travel a significant distance to attend the funeral or memorial service, up to two (2) additional days for travel may be provided with pay, in the Company's sole discretion.

(b) Immediate family includes the employee's spouse or common-law spouse, natural children, adopted children, stepchildren, foster children, grandchildren, sister, sister-in-law, brother, brother-in-law, daughter-in-law, son-in-law, mother, mother-in-law, father, father-in-law, step-parent, grandmother, grandfather, grandmother-in-law, and grandfather-in-law.

(c) Any additional bereavement leave will be in accordance with Company policy.

(d) Employees must notify their supervisor as soon as possible of their need for bereavement leave and the dates that they will miss scheduled shifts as a result of the leave.

(e) The Company reserves the right to require satisfactory documentation to establish the need for the leave prior to granting approval and pay for scheduled shifts missed.

- 15.04 Any other leaves of absence are considered to be without pay except where specifically provided otherwise by the Canada Labour Code.

Article 16. Non-Duplication of Benefits

- 16.01 The Company and Union agree that it is permissible for the Company to recover any overpayment to Employees including payroll errors, payments based on incorrect time cards, vacation pay, advance payment made for unearned vacation, or any other advance payments made. This recovery will be made by deduction of the amounts so owed from an Employee's wages or other payments due to the Employee until the Company recovers such overpayment.

Prior to making any deduction from the Employee's wages, the Company will explain the overpayment to the Employee and endeavor to agree upon a satisfactory repayment schedule. An Employee who is leaving the service of the Company, however, must immediately repay any monies owed by way of payroll deduction.

- 16.02 An Employee will not receive wages or any other allowances, such as holiday pay, vacation pay, short-term income protection, long-term disability, workers' compensation, or other similar benefits from more than one source for the same day or part day.

It is the intent of the parties that an Employee who is absent from work shall not be paid more than 100% of a day's pay with respect to the day of absence.

Article 17. Health & Safety

- 17.01 The Company will reimburse Employees for CSA approved safety footwear to a maximum of \$300 per calendar year. Additional footwear to replace worn safety footwear may be approved by the supervisor. Prescription safety eyewear will be provided pursuant to the Company's program.
- 17.02 The Company agrees to provide all Employees with fire retardant coveralls and other safety workwear as required, which will include winter workwear on an as-needed basis. Approval for the provision of such work and safety wear will be the responsibility of the Company Supervisor.
- 17.03 The Company will provide all other protective equipment as required to perform the work safely. Employees are required to wear and/or use any equipment provided.
- 17.04 The Company will supply a laundry service for company provided safety and work clothing.
- 17.05 The Company will maintain a Medical Surveillance Program.

Article 18. Vacation

18.01 General

- (a) The vacation year is from January 1st to December 31st each year.
- (b) Employees will accrue and use vacation credits in the same calendar year.
- (c) Vacation must be taken in whole or half day increments.

18.02 Employees are eligible for the following vacation entitlements:

Credited Service

(Service Milestone reached in a calendar year) Entitlement

	Day Worker	Shift Worker
0-8 years	120 hours	120 hours
9-17 years	160 hours	168 hours
18-23 years	200 hours	204 hours
24+ years	240 hours	240 hours

18.03 Although Employees have access to vacation at any time during the year (subject to management approval) vacation is accrued monthly throughout the year.

18.04 Upon termination of employment, the Company will calculate the amount of vacation entitlement that the Employee has accrued as of the last day of employment and will compare this figure to the number of vacation days that the Employee has taken. Any accrued but unused vacation will be paid to the Employee upon termination. Any vacation days taken but not yet earned by the last day of employment will be deducted from any monies owing to the Employee, including from the Employee's paycheque.

18.05 (a) Selection of annual vacation by shift workers will be done once annually before the start of the vacation year. Employees will follow the PMC Windsor operations vacation rules. This must be done in writing and submitted to the Company for approval. Employees may change scheduled vacation, with management approval and subject to operational needs.

(b) Selection of annual vacation by day workers must be done in writing and submitted to the Company by December 1st for the period January 1st -May 31st and on April 1st for June 1st to December 31st

18.06 All vacations will be granted at such times as the Company finds most suitable considering the wishes of the Employees and the efficient operation of the plant.

18.07 The Company may schedule vacation dates for Employees who do not submit a vacation request by the deadlines as outlined above.

18.08 Employees may be allowed to carry over up to 80 hours of vacation. It is understood that carryover of vacation is to be exceptional and based on unusual circumstances. Any hours over 80 will be forfeited.

Article 19. Call Out

19.01 It may be necessary for Employees to respond to immediate requests to perform work assignments outside of, and not continuous with, their normal work schedule. The Company acknowledges that these situations require immediate response and cannot be scheduled ahead of time.

An overtime-eligible Employee who has left the Company property, is off duty, and responds to an immediate request to perform a work assignment outside of, and not continuous with, the regular work schedule will be paid the greater of:

- Actual time worked (including travel time) at the overtime rate; or
- Two (2) hours at the overtime rate.

When on site during a call out Employees may be asked to complete other work, and there will be no additional pay to the Employee.

If a Day Worker is called out between the hours of 11:00 p.m. and 2:00 a.m., the Employee will be allowed eight (8) consecutive hours off following completion of work. The Employee will be paid straight time for any regular hours missed provided the Employee returns to work that day.

Article 20. Premiums

20.01 A "Step Up" rate will be paid to an employee appointed to perform in a relief supervisory capacity. The employee shall have the option to refuse this assignment. During this assignment the employee may also continue to perform bargaining unit work. In the "Step Up" role it is agreed the designated employee will not be involved in the discipline of any employee except as required as a witness or to provide information related to an investigation. An employee who is eligible for a step up rate will be paid a premium of 10% of base rate per hour for all hours worked in the role as a relief supervisor. To be eligible for this premium the employee must be scheduled in the role for a minimum of one (1) full shift.

20.02 Night shift differential payments are intended to compensate overtime eligible employees for personal inconvenience resulting from night shift scheduling.

- Night shift differential of \$3.80 per hour will be paid for all scheduled shifts that include the complete midnight hour (e.g. 12:01 am through to 1:00 am).
- Night shifts are to be recorded and approved in time tracking and will be paid on the following pay.

20.03 For Employees who have successfully passed the Compressor Operator Certification examination and who hold and maintain that certification or hold and maintain a 4th class power engineering certification the Company will pay an annual premium of \$1300.00 which will be paid out in equal amounts on each pay.

Employees in the Maintenance department who hold certification in two (2) of the four (4) trades recognized by the Company will receive an annual premium of \$3,250.00, which will be paid in equal amounts on each pay.

20.04 None of the above premiums will be compounded or pyramided when an employee is working overtime hours

20.05 The cost of renewing all certifications required by the Company will be fully reimbursed to employees upon presentation of proper proof of expense.

Article 21. Duration and Term

This Agreement shall remain in full force and effect until Month Day, Year.

January, 31, 2025

Notification of a desire by either party to propose revisions or additions to the Agreement must be given no earlier than 120 days prior to the Agreement expiry and no later than 60 days prior to the Agreement expiry.

In such event any negotiations for the renewal of this Agreement shall commence within sixty (60) days of such notice or at a mutually agreeable later time.

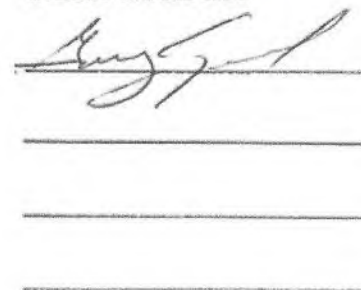
It is further provided that the Agreement may be extended by mutual consent of the parties.

Dated at Windsor this _____9th_____day of _____June_____, 2022

Plains Midstream Canada ULC

Four blue ink signatures are written over four horizontal lines. The signatures are stylized and appear to be in blue ink.

Unifor Local 200

A single blue ink signature is written over the first horizontal line. The signature is stylized and appears to be in blue ink. There are three additional empty horizontal lines below it.

Appendix A Wage Scales

	2022	Feb 1 2023	Feb 1 2024
1st Tech	\$ 50.86	\$ 52.39	\$ 53.96
2nd Tech	\$ 46.74	\$ 48.14	\$ 49.58
3rd Tech	\$ 42.86	\$ 44.15	\$ 45.47
4th Tech	\$ 38.98	\$ 40.15	\$ 41.35
5th Tech	\$ 35.11	\$ 36.16	\$ 37.24
6th Tech	\$ 31.60	\$ 32.55	\$ 33.53
Craftsperson 1st	\$ 56.51	\$ 58.21	\$ 59.96
Craftsperson 2nd	\$ 49.16	\$ 50.63	\$ 52.15
Craftsperson 3rd	\$ 44.49	\$ 45.82	\$ 47.19
Craftsperson 4th	\$ 40.10	\$ 41.30	\$ 42.54
Craftsperson 5th	\$ 35.99	\$ 37.07	\$ 38.18
Craftsperson 6th	\$ 32.39	\$ 33.36	\$ 34.36

LETTER: PAID EDUCATION LEAVE (PEL)

John D'Angolo
President, Unifor
Local 200
4300 Matchette Rd

Dear Mr. D'Angolo,

RE: Paid Education Leave (PEL)

Effective the first of the month following ratification, the Company will remit five cents (\$0.05) for each full time employee's regular hours of work to Paid Education Leave ("PEL"). It is understood that the Union has committed to maintaining the principles and governance established with the former Health, Safety and Industrial Relations Training Fund ("HSIRTF") for administration and reporting of PEL activities to the Company.

The Union shall keep the Company informed of opportunities for Management to participate in training

Don Bailey

John D'Agnolo

Letter: Safe Shift Relief

John D'Angolo
President, Unifor
Local 200
4300 Matchette Rd

Dear Mr. D'Angolo,

The parties agree that on the first pay day in March, Shift Workers that are responsible for shift relief shall be paid a one-time annual payment in respect of the time spent on shift relief.

Shift Workers shall be compensated with twelve (12) hours of straight time pay.

The above compensation shall be prorated for new employees and for those Shift Workers temporarily assigned, for a period of longer than one (1) month, to task that do not require a safe shift relief.

Don Bailey

John D'Agnolo

Letter: Discipline

John D'Angolo
President, Unifor
Local 200
4300 Matchette Rd

Dear Mr. D'Angolo,

This letter confirms the parties understanding regarding discipline

Disciplinary letters will not be relied upon for future discipline once twenty-four (24) months have elapsed from the date of issue, provided that no further discipline has been imposed during the above time period.

Suspensions will not be relied upon for future discipline once thirty (30) months have elapsed from the date of finalization of the discipline, provided that no further discipline has been imposed during the above time period.

In the event that subsequent discipline has been imposed within the time periods referred to above, the time period for sun-setting of the original discipline will reset, starting from the date of the subsequent discipline.

Don Bailey

John D'Agnolo

Letter of Understanding : Savings Plan and Benefits

John D'Angolo
President, Unifor
Local 200
4300 Matchette Rd

Dear Mr. D'Angolo,

The parties agree that bargaining unit Employees' membership in the current savings and health and dental plans will continue. It is understood that since the Company has employees in numerous other locations that are members of the same plans, that the company has the right to amend such plans on a unilateral basis in the future.

Don Bailey

John D'Agnolo

Letter of Understanding : Temporary employees

John D'Angolo
President, Unifor
Local 200
4300 Matchette Rd

Dear Mr. D'Angolo,

Temporary employees working in Rail loading will have regular union dues of an entry level position remitted on their behalf by the Company.

Don Bailey

John D'Agnolo

Letter : Contracting Out

John D'Angolo
President, Unifor
Local 200
4300 Matchette Rd

Dear Mr. D'Angolo,

It is agreed that performance of the 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 information regarding contractor utilization.

Don Bailey

John D'Angolo

Letter : Learning Opportunities

John D'Angolo
President, Unifor
Local 200
4300 Matchette Rd

Dear Mr. D'Angolo,

In an effort to enhance employee skills, where learning opportunities arise and where operationally feasible, we agreed that the Company will offer such opportunities to employees to acquire skills outside of their normal job.

An employee who wishes to avail himself of such opportunity, shall indicate to the Company in writing which job he wishes to learn and, at this time, the Company will advise him as to the current qualifications required for such job. The employee undertakes to obtain any educational qualifications for the position on his own time. The Company will support an employee's effort to obtain such educational qualifications in accordance with the Employee Educational Assistance Policy.

It is recognized in the application of this clause, that the employee who wishes to learn a different job may have to be released from his normal job where it is possible to do so without negatively impacting the operation and further, it is agreed that the use of such an opportunity by an employee shall not result in the payment of overtime rates in connection with such work.

Don Bailey

John D'Agnolo

Letter: Women's Advocate

John D'Angolo
President, Unifor
Local 200
4300 Matchette Rd

Dear Mr. D'Angolo,

The parties agree that female employees may sometimes need to discuss with another women matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counselors or women's shelters to assist them in dealing with these and other issues. Issues dealing with Workplace harassment will be shared with site leadership or company HR.

For this reason, the parties agree to recognize the role of a Women's Advocate in the workplace. The Women's advocate will be determined by the Union from amongst the female bargaining unit employees. The Advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.

The Company provides an Employee Family Assistance Program (EFAP). Before any work or life issue becomes a larger problem, or for support when you're facing difficulties, EFAP can provide confidential counselling and help regain focus.

Women's advocate will participate in training delivered by Unifor. The Company agrees to keep an employee whole to a maximum of forty (40) hours of lost time associated with this training. The time away requires Company approval.

Don Bailey

John D'Agnolo