

# Collective Agreement

Between

**Canlin Energy Corporation**

And

**Unifor Local 508-A**

**Hanlan Robb Gas Complex**

**2019 – 2022**





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Between:

Canlin Energy Corporation

And: Unifor

Union of Canada Local 508-A

Hanlan Robb Gas Complex

January 1, 2019 – December 31, 2022

This agreement is made and entered into as of this 24<sup>th</sup> day of March, 2020.

Between:

Canlin Energy Corporation (the “**Company**”)

And:

Unifor Union of Canada Local 508-A (the “**Union**”)

Hanlan Robb Gas Complex

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## ARTICLE 1 - PURPOSE

- 1.01** 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 good will between the Parties that is necessary to the achievement of this objective.

The purpose of this Agreement shall be to set forth terms and conditions of employment relating to rates of pay, hours of 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 - UNION RECOGNITION AND MANAGEMENT RIGHTS

- 2.01** The Company recognizes the Union as the collective bargaining agent for all Employees except office, clerical, and technical staff in the Hanlan Robb Gas Complex, hereinafter collectively referred to as the “**Plant**” (except temporary employees).
- 2.02** The term “**Hanlan Robb Gas Complex**” or “**Plant**”, where used in this Agreement, means the Hanlan Robb Processing Plant, Prill Tower, Hanlan Dehydrator Station, and Shaw-Mountain Park Compressor Station and Brown Creek Compressor Station
- 2.03** The terms “**Employee**” or “**Employees**”, where used in this Agreement, means a worker employed by the Company at the Plant who is paid at an hourly rate (except temporary employees). The Company and the Union recognize the need for temporary employees. When the Company determines the need for temporary employees to do bargaining unit work the Company will pay to the Union monthly union dues for temporary employees on site at the temporary employees’ effective rate.
- For the purposes of this Agreement, temporary employees are defined as Employees on the Company’s payroll who are responsible for bargaining unit work.
- 2.04** 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 location of its plants and products to be manufactured; to determine the methods and schedules of production, including the means and processes of manufacturing, kinds and location, curtailment, or cessation of operations. The Company has 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 business decision, which rights are subject to terms of the Collective Agreement.
- 2.05** The Company agrees to recognize a Union bargaining committee equal to 10% of the bargaining unit 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.
- 2.06** The Company agrees to pay the Executive and the Negotiation Committee at regular straight time rates of pay for all meetings with management except when meetings are for the purpose of grievance mediation or arbitration. No Employee shall suffer loss of straight time pay for attending such meetings.
- 2.07** The Company shall deduct 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.

### **ARTICLE 3 - COOPERATION**

- 3.01** 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. In the performance of their duties, Employees covered by this Agreement shall not refuse to cross a picket line directed against the Company or otherwise interfere with the conduct of the Company's business during the term of this Agreement. In the event it appears that Employees will be injured in crossing a picket line, such Employees shall contact their respective supervisor immediately in person or by telephone and appropriate steps will be taken to assure the Employees' safe passage across the picket line.
- 3.02** The Company agrees that the Union may post notices or other material on the notice board supplied by the Company for such purposes.
- 3.03** In accordance with the Company's Harassment Prevention Policy, 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 the prohibited grounds of discrimination in the Alberta Human Rights Act, namely gender (including pregnancy), race, religious beliefs, colour, mental disability, physical disability, marital status, age, ancestry or place of origin and subject to applicable human rights defences.
- The Parties value the diversity that Employees bring to the workplace, and recognize that such diversity can provide a competitive advantage if it is well-utilized, encouraged, supported and nurtured.
- 3.04** 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 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 the 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 offense or humiliation to any Employee or that might be perceived by that Employee as placing a condition of sexual nature on any employment relationship.
- Workplace harassment means any unwelcome behavior which creates an intimidating, threatening or hostile work environment or the Employee's dignity or respect is denied.
- 3.05** The Company agrees to meet every third month or 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.
- Minutes of the Union Management meetings will be written and signed by both parties prior to the next Union Management meeting.
- 3.06** The Parties encourage continuing dialogue on any items in this Collective Agreement whenever the intention and purpose of this Agreement can be enhanced.
- 3.07** Employees attending meetings authorized by the Company and held for the mutual benefit of both the Employees and the Company, such as safety meetings, educational films, job instruction and job safety training, will be paid at their respective straight time hourly wage rates of pay.
- 3.08** It is the intention of the Company to consult the Union on the usage of contractors. The employer has the right to contract out work on the condition that it does not cause the lay-off of



regular full time Employees or reduce an Employee's regular hours of work.

- 3.09** Unifor Local 508A supports the concept for the need of the Company to continue to move towards a more competitive position. The Union and the Company recognize that to achieve this end, one initiative will be to maximize flexibility of the existing Employee resources on site. It is recognized by both parties that to achieve this, increased flexibility of all Employees is required. This will be accomplished through the continued broadening of work scope and duties, and be supported where necessary through the skill enhancement of Employees. The Union supports these initiatives and will work with the Company to move them forward.
- 3.10** The company uses contractors for various purposes, including non-bargaining unit work, overflow work, speciality work, or work that cannot be done by Employees within the time, cost, skill, and manpower requirements of the Company. The Parties agree that if the Company engages an individual contractor or contractors on a full-times basis performing the same bargaining unit work for more than 12 consecutive months, the Company and Union will create a new permanent position. The Company may ask to extend the 12 months.

#### **ARTICLE 4 - HOURS OF WORK**

- 4.01** The regular hours of work of the Employees covered by this Agreement shall be forty (40) hours per week.
- 4.02** 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 nor as a restriction of any maximum numbers of hours to be worked.
- 4.03** For the shift Employees covered by this Agreement, a day means the period from 6:45 a.m. of one day to 6:45 a.m. of the following day. A work week means the period of 6:45 a.m. Sunday to 6:45 a.m. the following Sunday.
- 4.04** For a Maintenance day worker, the hours of work shall normally be a 2 week compressed work week schedule. It will consist of 4 days on, 4 days off, 4 days on, and 2 days off. It will be based on a 10 hour day and a 40 hour week. The hours of work shall be 7:30 a.m. to 5:30 p.m.
- 4.05** Field Operations day workers shall work as per the posted schedule including Saturdays and/or Sundays. For Field Operations Employees the hours of work shall normally consist of 7 days on, 7 days off 11 hours and 20 minutes and an average of 40 hours a week portal to portal based on a two week shift cycle. For Hanlan based employees home port shall be considered the town limits of Hinton or Edson. Brown Creek based employees the camp at 14-03 shall be considered the home port. The hours of work for day Employees shall normally be 6:40 a.m. to 6:00 p.m. Positions above the line of progression may be required to work a difference schedule.
- 4.06** No Employees working on shift will leave their positions until properly relieved or without the authority of a supervisor.
- 4.07** If an Employee loses time through a change in work scheduled from one shift to another or from shift work to day work or vice versa, that Employee shall be entitled to work out such lost time at straight time regular rates, as per the revised schedule agreed with the supervisor.
- 4.08** 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.
- 4.09** Employees, with the consent of their immediate supervisor or designate, may trade shifts with other Employees or the Company, provided it may be accomplished without additional cost or

penalty to the Company. A written request from Employees shall be submitted to their immediate supervisor at least two (2) working days prior to the commencement of the initial trade which shall show the date(s) to be traded.

- 4.10** When the Company changes an Employee's schedule, the immediate supervisor or a designated alternate will make reasonable effort to notify the Employee affected by a schedule change verbally or in writing. However, it is also a shift-worker's responsibility to observe and understand the posted shift schedule and be aware of upcoming assignments.

**ARTICLE 5 - RATES OF PAY**

**5.01 Minimum Rates of Pay**

Hanlan Robb Rates of Pay					
Classification		Jan. 1/2019	Jan. 1/2020	Jan. 1/2021	Jan. 1/2022
Field operators	Lead Field Operator	\$52.28	\$53.33	\$54.39	\$55.48
	Field Operator 1	\$48.83	\$49.81	\$50.80	\$51.82
	Field Operator 2	\$45.17	\$46.07	\$46.99	\$47.93
	Field Operator 3	\$42.49	\$43.34	\$44.21	\$45.09
	Field Operator 4	\$40.92	\$41.74	\$42.57	\$43.42
	Operator Trainee	\$38.54	\$39.31	\$40.10	\$40.90
Plant Operators	Lead Gas Plant Operator A	\$59.29	\$60.48	\$61.69	\$62.92
	Lead Gas Plant Operator B	\$58.66	\$59.83	\$61.03	\$62.25
	Gas Plant Operator 1A	\$56.20	\$57.32	\$58.47	\$59.64
	Gas Plant Operator 1	\$53.89	\$54.97	\$56.07	\$57.19
	Gas Plant Operator 2	\$49.85	\$50.85	\$51.86	\$52.90
	Gas Plant Operator 3	\$44.62	\$45.51	\$46.42	\$47.35
	Gas Plant Operator 4	\$41.43	\$42.26	\$43.10	\$43.97
	Operator Trainee	\$38.54	\$39.31	\$40.10	\$40.90
Maintenance	Specialist	\$56.23	\$57.35	\$58.50	\$59.67
	Senior Maintenance Person	\$53.89	\$54.97	\$56.07	\$57.19
	Maintenance Person 1	\$49.85	\$50.85	\$51.86	\$52.90
	Maintenance Person 2	\$48.65	\$49.63	\$50.62	\$51.63
	Maintenance Person 3	\$42.40	\$43.25	\$44.11	\$45.00
	Maintenance Person 4	\$39.80	\$40.60	\$41.41	\$42.24
	Maintenance Person 5	\$37.75	\$38.51	\$39.28	\$40.06

Lead GPO A requires 1st Class Ticket Lead GPO B requires 2nd Class Ticket

Effective January 1, 2018, a rate adjustment of 7% will apply to an Employee's regular wage rate for all hours the Employee works as Shift Engineer.

**5.02** In addition to the wage rates set forth in Article 5.01, shift Employees who are assigned to a seven (7) day continuous operation and rotational two (2) twelve (12) hour shift basis shall receive a shift differential payment as follows:

- a) For hours worked between 6:45 a.m. and 6:45 p.m., shift differential shall be one dollar and twenty-two cents (\$1.22) per hour effective January 1, 2019; one dollar and twenty-four cents (\$1.24) per hour effective January 1, 2020; one dollar and twenty-seven cents (\$1.27) per hour effective January 1, 2021; and one dollar and twenty-nine cents (\$1.29) per hour effective January 1, 2022.
- b) For hours worked between 6:45 p.m. and 6:45 a.m., shift differential shall be two dollars and sixty-nine cents (\$2.69) per hour effective January 1, 2019; two dollars and seventy-four cents (\$2.74) per hour effective January 1, 2020; two dollars and eighty cents (\$2.80) effective January 1, 2021; and two dollars and eighty-five cents (\$2.85) per hour effective January 1, 2022.

Employees when assigned to a regular day schedule will not receive the premium in a) above. Shift differential will not be included with basic rates in computing overtime pay, premium time pay, or pay for holidays not worked.

- 5.03** Regular day workers who work overtime are compensated by the payment of overtime rates and will not be entitled to the shift differential. If a regular day worker is placed on shift for one (1) or more shifts, Employees will be paid their basic rate plus the shift differential as follows in accordance with article 5.02:
- a)** For hours worked between 4:00 p.m. and 12:00 midnight, shift differential shall be one dollar and eighty-five cents (\$1.85) effective January 1, 2019; one dollar and eighty-nine cents (\$1.89) effective January 1, 2020; one dollar and ninety-two cents (\$1.92) effective January 1, 2021; and one dollar and ninety-six cents (\$1.96) effective January 1, 2022.
  - b)** For hours worked between 12:00 midnight and 8:00 a.m., shift differential shall be three dollars and fifteen cents (\$3.15) effective January 1, 2019; three dollars and twenty-one cents (\$3.21) effective January 1, 2020; three dollars and twenty-eight cents (\$3.28) effective January 1, 2021; and three dollars and thirty-four cents (\$3.34) effective January 1, 2022.
- 5.04** It is agreed that the rates of hourly wages now in effect apply to the various job assignments and not to individuals performing the work except as provided under the Operator Development Program. Individuals working in a specific job classification will be paid according to that job classification except as provided in Article 5.07 except that when an Employee is re-classified, the employee will retain that classification even when asked to work in a lower classification.
- 5.05** When an Employee is training on the job, the rate of pay will be that of the Employee's regular job classification.
- 5.06** Deductions from wages, except those required by law, shall be made only on written authority of an Employee.
- 5.07** A shift worker covered by this Agreement, when asked by a supervisor to relieve a higher job assignment for a temporary period of two (2) consecutive hours or more, shall be paid the rate of the higher paid job assignment as shown in Article 5.01.
- 5.08** An Employee covered by this Agreement, when asked by a supervisor to accept duties and responsibilities of a Foreman, Special Projects, or Coordinator for a temporary period of two (2) consecutive hours or more, shall be paid a premium of three (\$3.00) dollars per hour, two (\$2.00) dollars per hour, or one dollar and fifty cents (\$1.50) dollars per hour respectively, while the Employee is so engaged. This premium will not be included with basic hourly wage rates in computing overtime.
- A shift worker who is normally paid shift differential and who temporarily accepts the responsibilities of Foreman, Special Projects, or Coordinator shall receive normal wages, day shift differential, and premium. The day shift differential and premium will not be included with basic hourly wage rates in computing overtime.
- A shift worker who is normally paid shift differential and who temporarily accepts the responsibilities of a supervisor shall receive normal wages, day shift differential and supervisor premium. The day shift differential and supervisor premium will not be included with basic hourly wage rates in computing overtime.
- 5.09** The Company agrees that Employees may be asked to work in Edson Gas Control. Employees who agree to work in Edson gas Control will be paid a regular wage rate that is based on their regular wage rate immediately before working in Edson Gas Control plus \$2.00 per hour. If Employees do not agree to work in Edson Gas Control, the Company may hire outside the bargaining unit.

- 5.10** The Company will pay wages semi-monthly and provide an itemized statement indicating items such as wages, hours of work, and deductions.
- 5.11** Employees transferring to another Company site due to a Plant closure, partial Plant closure, or change of methods or facilities will be entitled to rate protection with the further understanding that the protected rate of their classification(s) will be no greater than the corresponding classification of the new location.
- 5.12** For the purpose of computing Employees' pay, records will be kept to the nearest unit of thirty (30) minutes.
- 5.13** Stand-by rates for Employees will be per day:
- a) If the Employee is scheduled to work and scheduled to be on stand-by, the Employee will receive two (2) hours of straight time pay for that day; or
  - b) If the Employee is scheduled to be off (rest day), but scheduled to be on stand-by, the Employee will receive four (4) hours of straight time pay.

Employees scheduled for stand-by for sulphur train load-out purposes will receive four (4) hours' straight time per shift.

In return, the Employee must be available at all times to receive direct communications from a telephone answering service or other means as determined by the Company for a call-out and will be expected to participate in the call-out. The Employee will be entitled to the greater of the minimum call-out pay or overtime for the actual hours on call-out.

- 5.14** A premium for all Full Time Employees with 3<sup>rd</sup>, 2<sup>nd</sup>, or 1<sup>st</sup> Class Steam Tickets will receive the following lump-sum premium paid out on a quarterly schedule (January, April, July & October):

1 <sup>st</sup> Class	\$2,400	every 3 months	(\$9,600/year)
2 <sup>nd</sup> Class	\$1,800	every 3 months	(\$7,200/year)
3 <sup>rd</sup> Class	\$600	every 3 months	(\$2,400/year)

Employees must be on the Company's payroll to receive the premium, and their tickets must be certified and ABSA recognized. The pay-out will be pro-rated for Employees who newly-qualify, or are newly-hired based on actual service in the contract year. The pay-out will be pro-rated based on inactive status; this includes long-term disability and approved leaves of absence greater than thirty (30) days (with or without pay).

#### ARTICLE 6 - OVERTIME

- 6.01**
- a) Only authorized work over an Employee's scheduled hours will be considered overtime, and overtime rates will be paid in accordance with this Article except as set forth in Articles 2.06, 3.07, 4.07, and 4.09. Overtime will be performed by Employees whenever called upon unless a justifiable reason is presented for not working.
  - b) Where overtime is required on a task considered bargaining unit work, the overtime will normally be assigned first to qualified bargaining unit Employees.

When a contractor is assigned to perform bargaining unit work and job continuation is required, that work may be performed by the assigned contractor. In the event of a callback, the

Company may utilize the original contractor to complete the work.

If the contractor is not utilized, and the original job requires overtime, then the job will normally be assigned to a bargaining unit Employee.

- 6.02** An Employee shall be paid at the rate of double time for all overtime work performed.
- 6.03** Employees called in to perform work not continuous with their regular work period will be paid for the hours so worked at the applicable overtime rate or a minimum of two (2) hours at the overtime wage rates, whichever is the greater.
- 6.04** When a shift Employee's schedule, as set out in the current twelve (12) week schedule, is changed by the Company, the Employee will be paid at the rate of twelve (12) hours regular time, and six (6) hours overtime, for the first shift worked on the new schedule, except:
- a) when the Employee has been given seventy-two (72) hours' notice of a schedule change which has been made necessary in order to provide vacation relief;
  - b) when the Employee is permanently promoted;
  - c) when the change is at the Employee's request;
  - d) when the Employee reverts to an original schedule after a temporary change has been made and the Employee has not been on the temporary schedule for more than eighty-four (84) days;
  - e) when the Employee is assigned to on-the-job training.
- 6.05** Under no combination of circumstances will more than double time be paid for performance except as provided for in Article 6.03.
- 6.06** Employees required to attend courses on their regular days off that are deemed mandatory by the Company will be paid at their respective overtime hourly wage rates of pay for hours of attendance.
- 6.07** When a change in schedule coincides with a Recognized Holiday, as per Article 7.01, a change of schedule premium will be applied to the Employee's next regular shift of the Employee's new schedule.
- 6.08** The following overtime guidelines and practices will apply for the Hanlan Robb Gas Complex operations:
- 1. All call-outs will be paid at overtime rate and will be a minimum of two hours. Call-outs are generally defined as requests to work when an Employee is at home or after working a shift and traveling to his home is requested to immediately respond to a work requirement. The following guidelines will apply:
    - a. If an Employee receives a call-out while at home to work outside of his regular hours of work, he will be paid portal to portal and no travel allowance.
    - b. If an Employee receives a call-out while traveling from work to home after his regular working hours, the call-out will begin from the time the Employee receives the call until the time the Employee reaches his home portal. The Employee will receive normal travel allowance for the Employee's previous regular completed shift.
    - c. If a call-out continues into an Employee's normal work shift, the call-out will end. The Employee will be paid overtime from the time the Employee left home up to the start of the Employee's regular shift. Normal travel allowance will apply to his regular

shift.

- d. As a result of a call-out, if an Employee is scheduled to work and feels not sufficiently rested to perform work safely, the Employee will make a request of the Employee's supervisor to report to work late or leave early. In such cases, the Employee will be paid for the full regular shift including travel allowance.
  - e. Portal to portal pay practice is to provide a monetary incentive for Employees to accept call-outs of a potentially short duration where extraordinary travel distances and travel times exist. It is not a bonus or premium to cover all call-outs or prescheduled overtime. The maximum distance portal to portal pay that will apply is from Edson or Hinton.
2. If an Employee receives a request to work an extra full shift on a day which is normally the Employee's regular day off, the Employee will be paid overtime for hours worked and normal travel allowance.
3. If an Employee is required to stay beyond the Employee's normal quitting time and the request is made during 's regular work shift, the Employee will be paid overtime for hours worked. No overtime travel will be paid. Regular travel allowance for the day will apply. Alternatively, an Employee who normally rides on a Company provided bus and is required to operate a Company vehicle to return to Edson or Hinton will be paid a travel allowance equal to 1.5 hours of the Employee's regular rate of pay for the day the Employee is required to stay late.
4. No Employee will be required to work more than 16 continuous hours unless an emergency situation exists.

#### **ARTICLE 7 - COMPANY RECOGNIZED HOLIDAYS**

**7.01** It is agreed that the following holidays will be recognized in the Hanlan Robb Gas Complex:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Twelfth holiday (floating)

The above holidays will be observed as follows:

For shift workers and those day workers who are regularly scheduled to work on Saturday and/or Sunday on the calendar day on which the holiday falls, the Twelfth Holiday (floating) will be observed on a specific Saturday or Sunday mutually agreed upon by the Union and Management.

For day workers not regularly scheduled to work on Saturday and/or Sunday on the same day as is designated by Management as the holiday, the Twelfth Holiday (floating) will be observed on a day mutually agreed upon by individual workers and supervisors.

For religious observances, an Employee may request that his floating holiday be scheduled on a different date than the annual designated date. Such requests shall not be unreasonably denied.

All Employees shall receive holiday pay at their straight time average daily wage rate except when working in a higher paid job classification on the day on which the holiday is observed. In such a case, an Employee will receive holiday pay at the average daily wage rate applicable to that higher paid job classification. However, no Employee will be entitled to holiday pay if:

- a) the holiday falls during an Employee's leave of absence;

- b) the Employee fails to report to work on the holiday when notified or scheduled to do so;
  - c) an Employee is absent on the last scheduled day of work prior to or the first scheduled day of work following the holiday without just reason or without the consent of the immediate supervisor.
- 7.02** If an Employee is required to work on a holiday he Employee will, in addition to holiday pay, receive pay for hours worked as outlined in "Overtime Hours" (Article 6.02).
- 7.03** Workers who are sick on a statutory holiday and were scheduled to work will be paid regular hours sick pay but no shift differential. The straight time average daily wage rate for the statutory holiday will be paid.
- 7.04** Should either the Provincial or Federal Governments legislate a new statutory holiday, the parties to this Agreement agree that the Twelfth Recognized Holiday shall be taken to observe any new statutory holiday declared by legislation.
- 7.05** Holidays for Shift Workers Working Twelve (12) Hour Days

An Employee will be paid the straight time average daily wage plus overtime for 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.

**ARTICLE 8 - VACATIONS**

- 8.01** The Company agrees to give vacation to Employees under the following conditions:

Recognition of Previous Experience

As determined by the Company, a new Employee is eligible to receive recognition of previous related experience up to a maximum of ten (10) years for the purpose of determining the Employee's entry level for vacation entitlement. The Company will consider experience from substantially similar jobs in the oil and gas industry or substantially similar jobs in any other industry. The Company reserves the right to determine whether the experience is relevant and what proportion, if any, that it will recognize.

First Vacation

Ten (10) hours of vacation (to a maximum of one hundred and twenty [120] in the year) for each calendar month (or part thereof) for which the Employee is on the payroll in the first calendar year.

Second and Subsequent Vacations

Less than ten (10) years accredited service to be completed during the vacation year	One hundred and twenty (120) working hours
Ten (10) to seventeen (17) years accredited service to be completed during the vacation year	One hundred and sixty (160) working hours



Eighteen (18) to twenty-four (24) years accredited service to be completed during the vacation year	Two hundred (200) working hours
Twenty-five (25) or more years accredited service to be completed during the vacation year	Two hundred and forty (240) working hours

An Employee 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.

**8.02** 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 of 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. This includes an appropriate adjustment for those Employees whose vacation service date is not December 31 or is 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.

**8.03** Vacation must be taken at times most conducive to the efficient operation of the Plant and as scheduled by the Company. However, Employees will express their preference of vacation time, with reasonable notice to their immediate supervisor. Due consideration will be given, and where practical, the Employees' wishes will be granted.

An Employee's vacation will not be denied as a result of a bargaining unit member assuming a temporary non-union position. Vacation would only be denied due to operational necessity.

- 8.04**
- a) When a Company recognized holiday falls within an Employee's annual vacation, and the Employee is not scheduled to work on that day, the Employee will receive holiday pay at the Employee's straight time average daily wage rate.
  - b) When a recognized holiday falls within an Employee annual vacation, and the Employee would have been scheduled to work had they not been on vacation, the Employee will receive: holiday pay for the recognized holiday and will be entitled to another vacation day

on what would have been their first day worked after taking vacation, or by agreement with their supervisor, on another mutually agreed upon day before the end of the calendar year in which the holiday fell. An Employee required to work on the additional vacation day or the rescheduled vacation day will be entitled to overtime pay for all hours worked.

- 8.05** Normally vacation will be taken annually. However, four (4) shifts of vacation may be deferred into the next vacation year, provided that the Employee requests such deferrals in writing to the Employee's supervisor giving reasons for the request, and provided that required approvals are obtained.

#### **ARTICLE 9 - TRAINING**

- 9.01** Participation in the Hanlan Robb Employee progression system is a condition of employment. New hires and new entrants to positions must follow the training outlined for their position in the progression matrix.

Employees will only be advanced to the next step of a progression provided they have the minimum required time in their current level, have completed the necessary training defined by the Progression Charts, and have been determined by the Company to be ready for progression to the next step.

With the exception of vacation and training, progression as described above will be suspended where Employees are off work for more than one (1) continuous month and will commence once the Employee has returned to the regular full-time position.

Appendix A contains the progression matrix.

- 9.02** The Company is not required to retain an Employee who fails to make satisfactory progress to the top of the progression classifications of Gas Plant Operator 1, Field Operator 1, Prill Operator 3, or Senior Maintenance. Employees hired before June 7, 2010 are required to make satisfactory progress to positions of Gas Plant Operator 2, Field Operator 1, or Senior Maintenance. Employees who fail to progress to the next higher rate in the specified time will be deemed not to have made satisfactory progress, at which time the Employee's case will be reviewed by the Foreman.
- 9.03** Advancement beyond the Gas Plant Operator 1, Field Operator 1, Prill Operator 3, or Senior Maintenance classification is on a voluntary basis for all Employees.
- 9.04** Should deferral by the Company of one particular year of technical school cause subsequent years to be delayed, the apprentice will be reclassified to the appropriate level retroactively to when the Employee would have received the increase provided the Employee passes the exam. In the event the Employee fails the exam, no retroactivity will apply. In addition, where Employees choose to delay their attendance for personal reasons that are within their control, the Company has the right to remove them from the apprenticeship program and reassign them to other duties not necessarily associated with maintenance.
- 9.05** For those Senior Maintenance Employees participating in obtaining an additional Journeyman Trade Certificate approved by Management, the Company will allow the Employees time off to attend the appropriate off-site training courses. During this interval, the Company will keep the individual's basic straight time wages whole. Other premiums and allowances such as overtime, travel time, shift differential, etc. will not be paid. Payments to Employees for "Living Away From Home Allowance" and "Travel Allowance" paid by the government will be retained by the Employees. However, should an Employee qualify and obtain any other government subsidization, this shall be signed over the Company. The Company agrees to pay Employees for one (1) additional round trip while at apprenticeship school at the Company's normal mileage rate. If an Employee successfully completes the course, the Company will assist

with an Employee's off-site living expenses while attending formal courses, at a rate of fifty (\$50.00) dollars per diem for every day the Employee attends school. Also, if the Employee successfully completes the course, the Company will reimburse the individual for course fees and required textbooks indicated on the required textbook list developed by the Company at such time as these receipts are provided. In order to receive any of the above financial assistance, Employees must demonstrate that they have applied for government assistance. All other costs for miscellaneous materials, stationery, transportation, communication, etc. will be the responsibility of the Employees.

- 9.06** The Company retains the sole discretion as to the number, timing, schedule, and appropriate individuals to attend the necessary training courses at any given time. The above will be governed by operational efficiency and requirements and available personnel. As such, the Company will require flexibility and cooperation of all maintenance Employees to accommodate the required training and maintain operational efficiency.

#### **ARTICLE 10 - SENIORITY**

- 10.01** Employees shall be on probation for the first ninety (90) calendar days of employment with the Company. Should the Company require further time or 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 Hanlan Robb Gas Complex.

- 10.02** Seniority shall be lost when an Employee:

- a) is discharged;
- b) voluntarily resigns;
- c) is on lay-off for a minimum period of twelve (12) months;
- d) accepts severance; or
- e) accepts a permanent position outside the scope of the Collective Agreement.

- 10.03** 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.

#### **ARTICLE 11 - LAY-OFFS**

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

- 11.02** In the event of a Plant closure, partial Plant closure, technological change, or change of methods or facilities which involve a permanent workforce reduction of Employees, the Company will 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 affected Employees.

The Company will train or retrain Employees subject to lay-off for job vacancies which exist at the time provided the Employees have the basic qualifications required to perform the duties of 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 of facilities, rate protection will be provided as follows:

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

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 (\$2,000), 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.

- 11.03** 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 skill, ability, experience, and qualification to perform the work available.
- 11.04** Seniority that the Employees had at the time of lay-off will be regained and adjusted on the date of re-employment, provided the Employee is re-employed within twelve (12) consecutive months.
- 11.05** 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 their intention to return to work within five days of the registered letter being sent, the Employee shall forfeit their seniority and right to recall.

## **ARTICLE 12 - SEVERANCE**

- 12.01** 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. 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 payment resulting from this formula will be multiplied by 1.3. For the purpose of this calculation a week is defined as forty (40) hours.

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.

- 12.02 Any regular Employee who loses their seniority as a result of lay-off due to a business decision or a shortage of work shall be entitled to severance pay.
- 12.03 An Employee terminated and accepting severance payment under the above terms remains eligible to be considered for re-employment as a new Employee.

#### ARTICLE 13 - VACANCIES

- 13.01
  - a) Any new job classification or vacancy of a permanent nature covered by this Agreement shall be posted on bulletin boards for fourteen (14) calendar days.
  - b) Within seven (7) calendar days of the Company determining a new classification or vacancy exists, that position will be posted on the bulletin boards for fourteen (14) calendar days.
- 13.02 Employees desiring posted positions shall, within the fourteen (14) calendar day period specified in Article 13.01, place an application. 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 or progression for which they are eligible and have been posted during their absence. Employees on leave of absence or vacation 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.
- 13.03 When filling vacancies, the Company will only give consideration to an Employee's skill, ability, experience, and qualifications. In cases where, the opinion of the Company, 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.
- 13.04 Where a job opening is of such a nature that requires special qualifications which, in the opinion of the Company, are not available from present Employees, the job shall be filled from other sources.
- 13.05 The Company shall name the successful candidate of the job positing with seven (7) calendar days of the individual being selected.
- 13.06 If Employees are assigned to a job classification not covered by this Agreement, such Employees shall retain their seniority rights and continue to accumulate seniority for a period of six (6) consecutive months while so employed. Such persons, when released from exempted employment, may exercise their seniority right to return to the job classification from which they came, provided the Employees return within six (6) months from the time they were assigned outside of the Agreement.

#### ARTICLE 14 - GRIEVANCE PROCEDURE

- 14.01 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 to the Area Superintendent

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 Area Superintendent 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 the decision at Step 1 the Union may, within seven (7) working days of the decision in Step 1, advance the grievance in writing to the General Manager, who will give a decision in writing within fourteen (14) working days.

If the decision of the General Manager is not satisfactory to the Employee, the Union may submit the dispute to arbitration as provided in Article 15. In all discussions and presentations the Employee may be represented by a Union Steward or a representative of the Union. All policy grievances must be submitted at Step 1.

- 14.02** Any grievance instituted by the Company may be referred in writing to the Union Executive within fourteen (14) days of the occurrence of the circumstances giving rise to the grievance, and the Union Executive shall meet with management within seven (7) days thereafter 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 15 at any time within thirty (30) days thereafter.
- 14.03** A Shop Steward will be allowed reasonable time off from work to investigate and settle a grievance. A Shop Steward will not leave work without the permission of a supervisor.

**ARTICLE 15 - ARBITRATION**

- 15.01** 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 General Manager 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 15.01 a), where the Parties mutually agree, the matter may be referred to Alberta Mediation Services with thirty (30) days of the General Manager decision under the grievance procedure.
- 15.02** 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 at least five (5) 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 (5) possible arbitrators. If agreement is not reached by the parties within an additional seven (7) calendar days either party may request the Ministry 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 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 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 Article 15.01 a).

- 15.03** Each party shall bear the expense of its nominee. The fees and expenses of the Chairperson shall be shared equally between the parties.
- 15.04** 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.
- 15.05** Where the party filing the grievance does not submit a grievance to arbitration within the specified time limits outlined in Article 15.01 a), the grievance will be considered to be abandoned.

**ARTICLE 16 - HEALTH AND SAFETY**

- 16.01** The Company will supply all regular full-time Employees with appropriate clothing and Safety Equipment which 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 the Company 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 the Company Safety Glass Practice.

**16.01** The Company undertakes to make reasonable provision for the Employees' 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.

**16.03** 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.

#### **ARTICLE 17 - LEAVE OF ABSENCE**

**17.01** Provided that the requirements of the operation can be met without additional cost or penalty to the Company, the Employee may be granted leave of absence without pay. For this type of leave, the Employee should make application in writing to the Employee's supervisor 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.

**17.02** Leave of absence without pay for Union business shall not normally be granted at any one time to more than three (3) 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 its 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 by this clause, the Company agrees to keep the Employees' pay whole while on 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 requests on shorter notice.

**17.03** 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 sixty (60) calendar days in advance.

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

#### **17.05 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



the Company as much advance notice as possible under the circumstances.

- 17.06** Unless otherwise provided in this agreement, Employees are entitled to unpaid leaves of absence under the Employment Standards Code, administered in accordance with the Company's Leave of Absence Policy.

#### **ARTICLE 18 - MEALS**

- 18.01** Generally, Employees are expected to supply their own meal requirements while working. However, if an Employee is required to work overtime that is of an unscheduled nature such as a call-out, or is required to cover a shift and has insufficient time to prepare a lunch, or is unexpectedly required to stay past the regular quitting time, the Company will provide a meal at regular mealtimes. For the purpose of this understanding the following will be used:

- a) "Insufficient time to prepare lunch" shall be less than one (1) hour notice to catch group transportation or respond to an operational or maintenance call-out;
- b) "Regular mealtimes" will be recognized as follows: 6:00 a.m., 12:00 Noon, 6:00 p.m., 12:00 Midnight;
- c) Should an Employee choose to make arrangements for a meal in lieu of a Company-supplied meal, the Company will reimburse the Employee a maximum of eighteen (\$18.00) dollars for each meal arranged consistent with the above guidelines.

An Employee may not claim for both a Company supplied meal and payment for alternate arrangements for the same mealtime.

#### **ARTICLE 19 - DURATION**

- 19.01** The Company will provide transportation for its workforce
- 19.02** The company has agreed to the revised Established Bus Route for the pick-up and drop-off of Employees.
- 19.03** The Company will compensate those Employees who must travel an abnormal distance on a daily basis to the Hanlan Robb Plant site on their own time.

The following guidelines and principles will apply with respect to payment of travel allowance:

- 1) Edson and Hinton are considered to be the home base for Employees at the Hanlan Robb Gas Complex. The minimum distance for which travel allowance will be considered is between Edson or Hinton and the Hanlan Robb Plant site.
- 2) Employees qualifying for travel allowance shall be paid per each round trip completed from home base to the Plant site actually made on the Employee's own time. No allowance will be given for partial trips or for a round trip in which a portion of the round trip was completed during an Employee's normal hours of work.
- 3) Travel allowance shall not be paid in conjunction with portal to portal pay.

- 19.04** The Company shall pay a travel allowance of \$35 per round trip consistent with the above guidelines.

- 19.05** Alternatively, Employees who normally ride the Company provided bus who are required to be

on call or approved to stay late, and are required to operate a Company vehicle to and from the Plant site from Edson or Hinton will be paid a travel allowance equal to 1.5 hours of the Employee's regular rate of pay for the day the Employee is required to stay late or for the day the Employee is required to operate the Company vehicle to return to Edson or Hinton for on call purposes.

**19.06** The parties agree that the Collective Agreement shall be renewed effective upon the date of ratification (March 24, 2020) to December 31, 2022.

The parties agree that all other provisions of the Collective Agreement taking effective upon the date of ratification will remain effective up to and including December 31, 2022. 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.

**Signed on behalf of:  
Canlin Energy Corporation**

**Signed on behalf of:  
Unifor Local 508-A**

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This letter replaces previous letter

**LETTER OF UNDERSTANDING NO. 01**

**Bus Route**

The Company has agreed to the revised Established Bus Route for the pick-up and drop-off of Employees as per the attached.

For the convenience or to accommodate special requests, the bus route may be temporarily adjusted, providing that:

- b) There is no extra cost or inconvenience to the Company; and
- c) All Employees must agree with the temporary change. If unanimous agreement is not reached, the Established Bus Route will be used.

The Company reserves the right to suspend any temporary change back to the Established Bus Route at any time.

This letter replaces previous letter

**LETTER OF UNDERSTANDING NO. 02**

**Travel Allowance**

The Company will compensate those Employees who must travel an abnormal distance on a daily basis to the Hanlan Robb Plant site on their own time.

The following guidelines and principles will apply with respect to payment of travel allowance:

- 1) Edson and Hinton are considered to be the home base for Employees at the Hanlan Robb Gas Complex. The minimum distance for which travel allowance will be considered is between Edson or Hinton and the Hanlan Robb Plant site.
- 2) Employees qualifying for travel allowance shall be paid per each round trip completed from home base to the Plant site actually made on the Employee's own time. No allowance will be given for partial trips or for a round trip in which a portion of the round trip was completed during an Employee's normal hours of work.
- 3) Travel allowance shall not be paid in conjunction with portal to portal pay.

The Company shall pay a travel allowance of \$35 per round trip consistent with the above guidelines.

- 4) Alternatively, Employees who normally ride the Company provided bus who are required to be on call or approved to stay late, and are required to operate a Company vehicle to and from the Plant site from Edson or Hinton will be paid a travel allowance equal to 1.5 hours of the Employee's regular rate of pay for the day the Employee is required to stay late or for the day the Employee is required to operate the Company vehicle to return to Edson or Hinton for on call purposes.

This letter replaces previous letter

**LETTER OF UNDERSTANDING NO. 03**

**Dual Trade Training**

For those Senior Maintenance Employees participating in obtaining an additional Journeyman Trade Certificate approved by Management, the Company will allow the Employees time off to attend the appropriate off-site training courses. During this interval, the Company will keep the individual's basic straight time wages whole. Other premiums and allowances such as overtime, travel time, shift differential, etc. will not be paid. Payments to Employees for "Living Away From Home Allowance" and "Travel Allowance" paid by the government will be retained by the Employees. However, should an Employee qualify and obtain any other government subsidization, this shall be signed over the Company. The Company agrees to pay Employees for one (1) additional round trip while at apprenticeship school at the Company's normal mileage rate. If an Employee successfully completes the course, the Company will assist with an Employee's off-site living expenses while attending formal courses, at a rate of fifty (\$50.00) dollars per diem for every day the Employee attends school. Also, if the Employee successfully completes the course, the Company will reimburse the individual for course fees and required textbooks indicated on the required textbook list developed by the Company at such time as these receipts are provided. In order to receive any of the above financial assistance, Employees must demonstrate that they have applied for government assistance. All other costs for miscellaneous materials, stationery, transportation, communication, etc. will be the responsibility of the Employees.

The Company retains the sole discretion as to the number, timing, schedule, and appropriate individuals to attend the necessary training courses at any given time. The above will be governed by operational efficiency and requirements and available personnel. As such, the Company will require flexibility and cooperation of all maintenance Employees to accommodate the required training and maintain operational efficiency.

This letter replaces previous letter

**LETTER OF UNDERSTANDING NO. 04**

**Joint Training Committees**

The Company and the Union philosophically agree that appropriate training for Employees would be beneficial to all parties. The parties recognize that many factors impact upon the Company's ability to operate competitively within the industry. In an effort to protect the economic well-being of the Company and its Employees, as well as enhancing the Company's competitive position, the parties are committed to encouraging Employees with appropriate training to utilize their full skill potential for effectiveness, job satisfaction, flexibility, and productivity improvements so that all parties can share in the success of the business.

It is understood that in addition to the Company's interest in greater flexibility and productivity, the Union is interested in its members having the opportunity to obtain portable skills or the skills necessary to perform the work available within the Company, including work currently being done by contractors.

This letter replaces previous letter

**LETTER OF UNDERSTANDING NO. 05**

**Paid Education Leave (PEL)**

Effective October 1, 2017, the Company will remit 5 cents (\$0.05) for each full time Employee's regular hours of work to Paid Education Leave ("PEL"). The Union commits to maintain the principles and governance established with the HSIRTF for administration and reporting of PEL activities to the Company.

This letter replaces previous letter

**LETTER OF UNDERSTANDING NO. 06**

**Employers Writing Examinations Under the Alberta Boilers Safety Association (ABSA)**

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 ABSA.

Such leave will be subject to the Employees' 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 intends for the first, and in cases of failure on the first attempt, the successful writing of a particular examination paper:

1. To keep the Employees' pay whole while writing the examination if regularly scheduled to work, or four (4) hours' pay per exam on the days off;
2. To reimburse Employees for the actual cost of the examination;
3. To reimburse Employees at the Company policy rate, for round-trip automobile expenses for kilometers traveled by the most direct route from their place of residence to the examination location. Edmonton is a 420 kilometer round-trip.
4. Overnight accommodation will be reimbursed if the Employees stay at an approved hotel on the Company's accommodation list. If Employees choose to stay with family or friends, twenty (\$20.00) dollars will be reimbursed;
5. Per Diems will be reimbursed at a rate of fifty (\$50.00) dollars per day. No receipts are required.
6. Parking expenses will be reimbursed as required.



This letter replaces previous letter

**LETTER OF UNDERSTANDING NO. 07**

**Temporary Employees**

The Company and the Union recognize the need for temporary employees. When the Company determines the need for temporary employees to do bargaining unit work the Company will pay to the Union monthly union dues for temporary employees on site at the temporary employees' effective rate.

For the purposes of this Agreement, temporary employees are defined as Employees on the Company's payroll who are responsible for bargaining unit work.

This letter replaces previous letter

**LETTER OF UNDERSTANDING NO. 08**

**Overtime Banking**

The Company recognizes Employees' efforts to maintain the Plant at the optimum efficiency and where their efforts result in overtime will make time-off at a future date subject to the following:

1. The maximum number of hours an Employee is allowed to bank is sixty (60) hours.
2. Approval of Banked Overtime time off will be at the mutual agreement of the Employee and the supervisor, and will be subject to the operational and training constraints of the business, and shall not result in any additional costs to the Company.
3. The preferable method of taking Banked Overtime is in blocks of one shift. If special circumstances necessitate the taking of Banked Overtime in blocks of less than one shift, the Employee must provide their own transportation.
4. When utilizing Banked Overtime, Employees will be required to provide the Company with a minimum two (2) days' notice for scheduled events and as much notice as possible for unscheduled events that might occur from time to time.
5. Employees will bank overtime hours in whole increments of overtime earned up to the maximum of sixty (60) hours (One [1] hour overtime equals two [2] hours banked).
6. Banked Overtime must be taken prior to Employees self mutuailling.

This letter replaces previous letter

**LETTER OF UNDERSTANDING NO. 9**

**Canadian Community Fund (CCF)**

Effective October 1, 2017, the Company will remit 3 cents (\$0.03) for each full time Employee's regular hours of work to the Canadian Community Fund ("CCF").

This letter replaces previous letter

**LETTER OF UNDERSTANDING NO. 10**

**Employment Relationship**

The Company and the Union share a vision for the Company to become known as a top Canadian oil and gas company – a company viewed by the Union’s members as the employer of choice.

The parties agree that the employment relationship is an interdependent relationship created by all Company Employees as they work together every day. It requires a clear understanding of the responsibilities we have toward each other and the values that guide us as we carry out our work together.

The Company values the long-term growth of Union members because it enhances the Employee’s ability to contribute. Individuals are primarily responsible for the value they add to the organization. Union members also need to define their personal goals for growth and development and are encouraged to actively participate in the formulation of their development plans with the Company. As the business develops and changes, the Company commits to develop the capabilities of its people; there will be opportunities to learn and to deepen experience that will maintain and enhance individual employability.

The Company will ensure clear understanding of business and behavioural accountabilities for Union members. It is essential that individuals agree on the expectations for job performance and know the standards and measures by which performance is evaluated. It is understood that all Union members will receive feedback on their work performance to ensure that they are meeting job expectations.

The cornerstone of this employment relationship is our commitment to living our shared values and to reaching our business goals. The working environment the Company commits to it is one of mutual respect for diverse points of view, of trust, and encouragement for an appropriate balance of life.

**LETTER OF UNDERSTANDING NO. 11**

**Steam Ticket Premiums**

A premium for all Full Time Employees with 3<sup>rd</sup>, 2<sup>nd</sup>, or 1<sup>st</sup> Class Steam Tickets will receive the following lump-sum premium paid out on a quarterly schedule (January, April, July & October):

1 <sup>st</sup> Class	\$2,400	every 3 months	(\$9,600/year)
2 <sup>nd</sup> Class	\$1,800	every 3 months	(\$7,200/year)
3 <sup>rd</sup> Class	\$600	every 3 months	(\$2,400/year)

Employees must be on the Company's payroll to receive the premium, and their tickets must be certified and ABSA recognized. The pay-out will be pro-rated for Employees who newly-qualify, or are newly-hired based on actual service in the contract year. The pay-out will be pro-rated based on inactive status; this includes long-term disability and approved leaves of absence greater than thirty (30) days (with or without pay).

**LETTER OF UNDERSTANDING NO. 12**

**Journeyman Trade Ticket Premiums**

All Full Time Employees with a Journeyman Trade Ticket as outlined in "Table A" will receive an annual lump sum premium of two thousand four hundred (\$2,400) dollars paid out on a quarterly schedule (January, April, July, and October). Employees will only receive one premium regardless of holding more than one certification.

Employees must be on the Company's payroll to receive the premium, and their tickets must be certified and recognized. The pay-out will be pro-rated for Employees who newly-qualify, or are newly-hired based on actual service in the contract year. The pay-out will be pro-rated based on inactive status; this includes long-term disability and approved leaves of absence greater than thirty (30) days (with or without pay).

**LETTER OF UNDERSTANDING NO. 13**

**Plant Operator Shift Change Plant Overlap**

This letter will confirm the understanding and agreement reached between Canlin Energy Corporation and the Union that the Company will compensate Gas Plant Operators for shift change overlap. The Company will provide thirty-six (36) hours at straight time on an annual basis to compensate for the overlap.

The hours will be paid out on an annual basis in January, and as a condition of payment an Employee must be employed as of the date of payment.

Commencing October 1, 2013 the Company shall administer the shift change overlap consistent with the above guidelines.

This letter replaces previous letter

**LETTER OF UNDERSTANDING NO. 14**

**Successorship Rights**

The Company recognizes that in the event of sale or other disposition of the business to a purchaser, the purchaser is bound by successor provisions of the Labour Relations Code of Alberta.



**LETTER OF UNDERSTANDING NO. 15**

**Long Change Shift On Gas Plant Operations Schedule**

For Employees working under a 12-week schedule for Gas Plant Operators, the Company will post or communicate the new draft schedule at least 6 weeks before the first day of the schedule, for the review and comments by Employees. The draft schedule becomes final on the first date that the schedule takes effect.

From the date of communicating the draft schedule until the schedule is finalized, the Company and Employees will discuss any requested or required changes, Employees may request changes to the "long change" shift on the schedule, and the Company may also make changes, if needed. During this period, the Company will make reasonable efforts to accommodate the requested changes of Employees, subject to operational needs.

Once the schedule is finalized, it is expected that the "long change" shifts on the schedule will not change, unless the Company and affected Employees agree or required by the Company for operational need. The Company will seek to minimize such changes to the "long change" shifts.

The parties agree to work cooperatively on the above scheduling.

Any shift changes will be addressed under the terms of the Agreement.

**LETTER OF UNDERSTANDING NO. 16**

**Brown Creek Camp**

The Company will provide reasonable lodging to Employees required to stay in camp, including periodic janitorial services.

The Company will provide food for employees in camp, consistent with Company policy.

Employees required to overnight in camp will receive an allowance of \$50.00 for each night in camp.

## LETTER OF UNDERSTANDING NO. 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 experience 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 NO. 18**

**Prill Operations**

Employees employed as Prill Operator 2 as of January 1, 2020 will be grandfathered in this position for the duration of their employment and paid the same rate as the Gas Plant Operator 2.

Employees hired after January 1, 2020 for work on the Prill tower will be hired into the Gas Plant Operator Progression.

Employees under the Gas Plant Operator Progression will be grandfather into the current progression notwithstanding the changes below to the Gas Plant Operator Progression. The new Gas Plant Progression will apply to all Employees hired as Gas Plant Operators after January 1, 2020.

## APPENDIX A - PROGRESSIONS

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 modules as defined by the Company.

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 (1) continuous month and will commence once the Employee has returned to their regular full-time position.

### Rules that Apply to all Progressions

1. Employees may be frozen in a classification and pay rate within a progression if the Company consents and subject to any time limits and conditions agreed to by the parties.
2. Under the Progression Charts, site specific training will be validated by a walk through between a validator appointed by the Company and the trained Employee. If training on the site-specific profiles is complete and the Employee fails the walk through, the Employee will be supplied with an action list and the opportunity for an additional walk through within 30 days or such later period as the parties agree (in a turnaround year, the 30-day time limit will be 60 days). Two failures will result in a meeting between the Union, Company, and Employee, and the Collective Agreement otherwise applies to Employees who don't pass. Unless otherwise agreed at this meeting or an Employee is frozen in the classification, the Company does not have to retain Employees who do not progress after their third walk through or who refuse to take the third walk through.
3. If Employees do not receive the requested validation walk through within the allotted time for reasons wholly unrelated to the Employee, the following consequence will apply:
  - a. The Employee will be given the validation walk through as soon as possible; and
  - b. If the Employee passes that validation, the Employee will receive the new wage rate retroactive to the expiry of the time when the validation walk through should have occurred.
4. Progression above the line on each Progression Chart is at the Employee's choice where indicated by the term "Optional" on the Progression Chart. The Company will not hold Employees back except for bid positions (e.g., Field Lead) which are at the Company's choice and are indicated by the term "Vacancy" on the Progression Chart.
5. The Shift Engineer function will be assigned to qualified personnel. Where there is more than one qualified Lead Gas Plant Operator on a shift, they will share the Shift Engineer assignments on a rotating basis, subject to the right of any of them to decline the opportunity.

## GAS PLANT OPERATOR PROGRESSION

REQUIRED TIME	POSITION
<b>IN POSITION</b>	
Optional	<b>Lead Gas Plant Operator A</b> (1 <sup>st</sup> Class ticket) <ul style="list-style-type: none"> <li>- Complete Keyera profiles from Operator 4 to Plant Operator Lead</li> <li>- Validated on 3 units, both panel positions</li> </ul>
Optional	<b>Lead Gas Plant Operator B</b> (2 <sup>nd</sup> Class ticket) <ul style="list-style-type: none"> <li>- Complete Keyera profiles from Operator 4 to Plant Operator Lead</li> <li>- Validated on 3 units, both panel positions</li> </ul>
6 months	<b>Gas Plant Operator 1A</b> (3 <sup>rd</sup> Class ticket, two papers on 2 <sup>nd</sup> Class ticket) <ul style="list-style-type: none"> <li>- Complete Keyera profiles from Plant Operator 4 to 1</li> <li>- Validated on 3 Units, both panel positions</li> </ul>

### TOP OF PROGRESSION

6 – 12 months	<b>Gas Plant Operator 1</b> (3 <sup>rd</sup> Class ticket) <ul style="list-style-type: none"> <li>- Complete Keyera profiles from Plant Operator 4 to 1</li> <li>- Validated on 3 Units, 1 panel position</li> </ul>
6 – 12 months	<b>Gas Plant Operator 2</b> (two papers on 3 <sup>rd</sup> Class ticket) <ul style="list-style-type: none"> <li>- Complete Keyera profiles from Plant Operator 4 to 2</li> <li>- Validated on 3 Units</li> </ul>
4 – 12 months	<b>Gas Plant Operator 3</b> (4 <sup>th</sup> Class Ticket) <ul style="list-style-type: none"> <li>- Complete Keyera profiles from Plant Operator 4 to 3</li> <li>- Validated on 2 unit</li> </ul>
4 – 12 months	<b>Gas Plant Operator 4</b> (4 <sup>th</sup> Class ticket) <ul style="list-style-type: none"> <li>- Complete Keyera module Plant Operator 4</li> <li>- Validated on 1 unit</li> </ul>
6 – 12 months	<b>Operator Trainee</b>

Gas Plant units are described as the “Process” and “Sulphur and Utilities”.





**FIELD OPERATOR PROGRESSION**

**REQUIRED TIME**

**POSITION**

**IN POSITION**

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Vacancy

**Lead Field Operator**

- Complete all Keyera profiles up to Lead Operator
- Validated in all site specific training

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**TOP OF PROGRESSION**

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18 months minimum

**Field Operator 1**

- Complete Keyera profiles up to Operator 1
- Validated in all site specific training

6 – 18 Months

**Field Operator 2**

- Complete Keyera profiles up to level 2
- Validated in required site specific training

6 – 18 Months

**Field Operator 3**

- Complete Keyera profiles up to level 3
- Validated in required site specific training

6 – 18 Months

**Field Operator 4**

- Complete Keyera profiles up to level 4
- Validated in required site specific training

6 – 18 Months

**Operator Trainee**

- Validated in required site specific training

**TABLE A**  
**MAINTENANCE SPECIALIST RATE DUAL TICKET REQUIREMENTS**

- Journeyman Mechanical Tradesperson (Auto or Heavy Duty Mechanic)
- Journeyman Millwright
- Journeyman Electrician
- Journeyman Instrument Mechanic
- Journeyman Natural Gas Compression Technician
- Journeyman Welder
- Journeyman Fitter
- Journeyman Machinist

**Any combination of two certified Journeyman tickets will qualify a Journeyman for the specialist rate of pay.**



