

COLLECTIVE AGREEMENT

BETWEEN

ENERSUL LIMITED PARTNERSHIP
(hereinafter called "the Company")

AND

**UNIFOR
LOCAL
855**
(hereinafter called "the Union")

SEPTEMBER 1, 2021 to AUGUST 31, 2024

ARTICLE 1 - PURPOSE

1:00 The purpose of this Agreement is to promote harmonious relations between the Company and its employees, to establish certain rules governing relations between them, and to facilitate the solution of such problems within the provisions of this Agreement as may arise from time to time. It is the further intent of this Agreement to promote the efficient and economical operation of the Company.

ARTICLE 2 - RECOGNITION

2:00 The Company recognizes the Union as the exclusive bargaining agent for those classifications of employees covered by this Agreement.

2:01 This Agreement applies to the full time hourly rated employees of the Company engaged in production or process operations, excluding supervisors, those above the rank of supervisor, office personnel, technicians, salesperson, construction and Calgary Shop maintenance employees.

2:02 All new employees, for the first three (3) months of continuous permanent service, shall be considered probationary employees.

2:03 The Bargaining Unit may designate a committee of up to three (3) members who will represent the Union for the purpose of collective bargaining. The Company will pay the base wage, travel and accommodation cost for those employees scheduled to work while at collective bargaining. The Company will cover travel and accommodation for three (3) employees and the union local president for the joint Union Management meetings held on a semi annual basis. If the union designates additional committee members the union is required to pay for the expenses. If further meetings are required it must be through mutual consent.

ARTICLE 3 - MANAGEMENT RIGHTS

3:00 Subject to the terms of this Agreement, the Union recognizes the right of the Company to the management of its plants and the direction of the working forces, including the right to hire and select employees, promote and/or transfer any employee, to establish and require employees to observe Company rules and regulations, and discipline or discharge any employee for just cause, and further recognizes the right of the Company to operate and manage its business in accordance with its commitments and responsibilities including methods, processes and means of handling the products produced.

ARTICLE 4 - UNION RIGHTS

4:00 The Company and the Union agrees that all employees on completion of a one month period shall, as a condition of continued employment, authorize the Company to deduct an amount which is the equivalent of the specified Union dues from their pay.

- 4:01 The Union shall have the right to post notices at the designated places on the job. All such notices must be signed by the proper officer of the Local Union and submitted to the Superintendent or their designated representative for their approval.
- 4:02 The National Representative is to have access to all jobs covered by this Agreement after first obtaining permission from the Superintendent or their designated representative, and such permission shall not be unreasonably withheld.
- 4:03 (a) The company acknowledges the right of the Union to appoint Shift Stewards and one Chief Shop Steward per region, to represent the employees in accordance with the provisions of this Agreement.
- (b) For the purpose of this clause the Company shall be required to deal only with the Chief Steward.
- 4:04 The Union shall notify the Company in writing of the names of the Stewards at each location and of any changes therein before the Company shall be required to recognize them.
- 4:05 During the term of the present Agreement, it is agreed that Supervisory/Management employees will not displace bargaining unit employees.

ARTICLE 5. CHECKOFF

- 5:00 Upon the Company receiving a signed authorization from an employee to deduct the amount equivalent to the union dues from their wages, the Company shall make such deductions and shall at least once each calendar month remit the money so deducted to the Union, together with a list showing the amounts deducted for each such employee. In the event an employee works less than forty (40) hours in a calendar month, the employee will be exempt from paying union dues.
- 5:01 The Company will not be responsible for any such payments which may be due from an employee when they are absent, either on vacation, leave, or due to illness or layoff and the Company's only obligation will be to recommence deductions from the first full pay period in the month following the employee's return to work.

ARTICLE 6. SENIORITY

- 6:00 Seniority for the purposes of this Agreement shall be defined as length of continuous service with the Company.
- 6:01 An employee shall lose their seniority standing and employment relationship with the Company under the following conditions:
- (a) an employee leaves the service of the Company.

- (b) an employee is discharged for just cause, unless subsequently reinstated by the grievance procedure.
- (c) an employee fails to return to work after a layoff within seven (7) calendar days after being requested to do so by the Company, or fails to notify the Company within two (2) days that they will return to work after being notified by the Company at the address shown on its records that work is available. It is the responsibility of the employee to keep the Company informed of their current address and phone number.
- (d) an employee is absent from work for two (2) consecutive working days or more without advising the Company and giving valid reasons to the Company justifying the absence either before or during their absence.
- (e) an employee is on layoff for a period of twelve (12) consecutive months.
- (f) an employee who has been receiving benefits under Worker's Compensation regulations fails to return to work when physically able to do so.

6:02 An employee who has lost their seniority standing and employment relationship with the Company will, if rehired, be rehired as a new employee.

6:03 Seniority rights shall be retained and will accumulate while on Workers' Compensation or on Weekly Indemnity.

ARTICLE 7 - LAYOFF AND RECALL

7:00 An employee shall retain but not accrue seniority for a period of one (1) year from the date of layoff, and the right of recall shall apply to all plants within the bargaining unit.

7:01 In the case of a layoff or recall of the work force, the Company shall give first consideration to the seniority of employees qualified for the position to be filled.

7:02 The method of recall for employees at the plant they were laid off from, shall be by telephone and, if contact with the employee is not accomplished, a double registered letter shall be sent to the employee's last known place of residence. The employee so notified will return to work as soon as possible, but not later than seven (7) calendar days following the date of the telephone contact or the date of delivery of the letter.

7:03 The method of recall for positions for laid off employees at a plant that those particular employees were not laid off from, shall be by means of a posting notice at the plant that those employees were laid off from. The plant will then make every reasonable attempt to contact the employee to notify them of the posting. An employee will return to work as soon as possible, but not later than (7) calendar days following the posting.

ARTICLE 8 - SEVERANCE PAY

8:00 In the event of a permanent closure of an entire facility, the Company will attempt to employ the affected employees at other operating facilities through a bidding procedure. After closing date of bids, any remaining unfilled vacancies will be offered to the most senior qualified employees. If an employee declines an offer of employment or the Company is unable to provide employment, severance pay equal to (2) two weeks' pay for each year of accumulated seniority, as defined in Articles 6 & 7, will be provided.

ARTICLE 9- GRIEVANCE PROCEDURE

9:00 All differences between the Company and the Union concerning the interpretation, application, operation or an alleged violation of this Agreement, shall be settled according to Article 9:01.

9:01 Any issue or concern an employee may have, should be first brought up to their immediate Supervisor for discussion. If the complaint is not satisfactorily resolved, then they may submit a written grievance. The time limits established in this procedure, unless mutually agreed to otherwise in writing, will be strictly agreed to,

- (a) STEP 1 - An aggrieved party shall within fourteen (14) calendar days of the alleged violation submit their complaint in writing to the Steward who shall endeavor to settle the complaint between the employee and their Superintendent and/or General Superintendent.
- (b) STEP 2 - If the complaint is not settled within five (5) days (excluding Saturdays, Sundays and Holidays), it may be referred in writing to the Operations Manager and to the National Representative of the Union, In the event that either party fails to process the grievance within the time limit established, that party shall be deemed to have conceded the grievance in favor of the other party,
- (c) STEP 3 - If the complaint is not then settled within twenty (20) days (excluding Saturdays, Sundays and Holidays), it may be referred to an Arbitration Board which shall be comprised of one appointee appointed by the Company, one by the Union and neutral chairperson appointed by the appointees, unless mutually agreed in writing to select a single arbitrator, Each party shall bear the expense of their appointee and the expense of the chairperson or arbitrator shall be shared equally by the parties. In the event that either party fails to process the grievance within the time limit established, that party shall be deemed to have conceded the grievance in favor of the other party.
- (d) If either party fails to appoint a member or if the appointed members cannot agree on a neutral chairperson, such appointments shall be made in accordance with the Alberta Labour Relations Act.

9:02 The Arbitration Board shall be vested with the authority to decide whether any matter referred to it is arbitrable. It shall make its decision within fourteen (14) days of the appointment of the chairperson. By mutual consent of the parties, the time limits may be extended. It shall not alter, amend or change the terms of this Agreement. The majority decision of the Arbitration Board shall be final and binding on both parties but if there is no majority award, the decision of the chairperson shall be the award.

ARTICLE 10- STRIKES AND LOCKOUTS

10:00 During the life of this Agreement, the Company agrees that there will be no lockouts and the Union agrees there will be no strike, sit-down, slowdown, interruption or interference with production or other complete or partial stoppage of work.

ARTICLE 11- TEMPORARY SENIOR WORK

11:00 Except in the case of an emergency (defined as a danger to life, limb or property) or a defined training schedule, an employee temporarily assigned in a higher paying classification, will be paid the higher rate for the entire shift. An employee temporarily assigned to a lower paying classification, will not have their rate reduced. When temporary senior work creates opportunities to fill vacated positions, all employees will move up to the next position provided they have completed the training and passed the tests to fulfill that position. Such a temporary assignment shall be posted at the plant affected, the assignment will be based on ability, knowledge and seniority. An assignment shall not be for a period longer than 90 days. Extension of this time period shall be by mutual agreement between plant management and local union representation. Such agreement shall not be unreasonably withheld.

- (a) Edson employees only - When scheduled to work alone, the operator will be paid at the temporary supervisor rate and during sick call in where the operator continues to work alone.

ARTICLE 12- HOURS OF WORK

12:00 This section is intended to define the normal hours of work and shall not be construed either as a guarantee of hours of work per week or as a restriction of the scheduling of a longer or shorter work week whenever, in the opinion of the Company, it is necessary to meet business requirements.

12:01 Subject to the provisions of Section 12:00 above, the following scheduling arrangements generally will apply:

- (a) TWELVE HOUR SHIFTS - Hours of work shall be in accordance with the designated shift schedule covering a period of twenty-eight (28) days. All time worked in excess of twelve (12 hours) per day or forty (40) hours in a one week work schedule shall be paid for at one and one-half (1 & 1/2) times the regular straight time rate.

- (b) EIGHT HOUR SHIFTS - The regular workday shall be eight (8) hours in a workweek of forty (40) hours. All time worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid for at one and one-half (1&1/2) times the regular straight time rate.
- (c) Employees called in to work on their scheduled day off shall be paid at the rate of one and one-half (1&1/2) times their regular straight time rate of pay for all hours worked on that day.
- (d) An employee shall be given three (3) days/seventy two (72) hours' notice for shift change or they will be paid time and one half on the first shift worked.
- (e) Overtime will be paid at 1.5 times the base rate for the first 8 hours of overtime in a specific pay period. Overtime hours beyond 8 hours in the same pay period will be compensated at 2 times the base rate applicable in that pay period.

12:02 Where practical, Overtime will be distributed equitably and fairly

ARTICLE 13- HOLIDAYS

13:00 All employees who have been on the Company payroll for thirty (30) days or shifts of active employment shall be entitled to the following eleven (11) holidays with pay:

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

13:01 A holiday allowance of the employees normal work day/shift (8 or 12 hours) at regular straight time rate will be granted to each employee, providing they have worked the normal shifts immediately preceding and following the day on which the holiday is observed, or unless excused from work by the Company.

13:02 An employee who qualified for holiday pay who is required to work on any of the above holidays will receive the holiday allowance stipulated in Article 13:01 above, in addition to their being paid at the rate of time and one half (1&1/2) their basic hourly rate for all hours worked on such holidays,

13:03 Five shifts per year will be observed as a shift off with pay, in addition to the current statutory holiday entitlement, on a floating basis, these shifts will be subject to approval and scheduling by the Plant Superintendent. Unused days to be paid out at the end of a contract year at double time, within 45 days subsequent to the year end. In the event that an employee commences work after the start of the contract year, the employee shall be eligible for a proration of the five (5) shifts during the first year of eligibility. If the employee does not use up the float days by the end of the contract

year the unused portion of the float days will be paid out 45 days subsequent to the year end.

ARTICLE 14- VACATION

14:00 All full time employees shall receive a vacation with pay after completion of continuous service as set forth below:

- (a) i. An employee scheduled for and working eight (8) hour shifts shall be entitled to vacations with pay under the following schedule on completion of continuous service on their anniversary date.

Completed Service	Vacation Entitlement	Payment
One Year	80 Hours	(4%)
Two Years	120 Hours	(6%)
Ten Years	160 Hours	(8%)
Twenty Years	200 Hours	(10%)

- ii. An employee scheduled and working twelve (12) hour shifts shall be entitled to vacation with pay under the following schedule on completion of continuous service on their anniversary date.

Completed Service	Vacation Entitlement	Payment
One Year	84 Hours	(4%)
Two Years	120 Hours	(6%)
Ten Years	168 Hours	(8%)
Twenty Years	204 Hours	(10%)

- (b) Payment will be calculated on earnings for the 52-week period.

14:01 Payment will be made on the basis of 2% of gross annual earnings for each week of vacation entitlement, and such payment will be made immediately prior to an employee taking their annual vacation,

14:02 Insofar as practical, the company will take employee requests into account when scheduling vacations, but operating priorities will determine when a vacation may be taken. A written response shall be given as soon as possible after the request has been submitted. Whenever possible a response will be given within fourteen (14) calendar days from the date of submission. Not to impact the procedure specified in 14:04

14:03 All vacations must be taken during the anniversary year. They cannot be accumulated.

14:04 All vacation requests are due between January 1 and January 31 of the year to be reviewed and approved. Vacations will be granted or rejected by seniority by February 28 and 29. Any vacation request submitted after this date will be granted or rejected on a first come first serve basis.

ARTICLE 15 - WAGES AND OTHER ALLOWANCES

15:00 Subject to the provisions herein laid down, every employee governed by this Agreement is entitled to the wage rate established for their occupation in Appendix "A" attached hereto.

15:01 (a) An employee called out for work at other than their regular starting time shall receive a minimum of four (4) hours' payment at their regular straight time rate.
If, however, such work is continuous with their usual day's work, the time actually worked prior to the start of their regular shift will be regarded as overtime and paid at the applicable overtime rate,

(b) An employee reporting for work as scheduled by the Company shall receive four (4) hours pay at their regular straight time rate unless notified, at their latest address or phone number on file, not to report for work prior to four hours before the time scheduled. Notification will be considered to have been given even if the employee is not at home during this period.

15:02 (a) All employees covered by this Agreement will be permitted time in the first half and second half of a shift for a coffee break on the job during regular working hours. It is, however, understood that this shall be done in such a manner as not to stop the normal operations on the job.

(b) Employees working a 12 hour shift will be permitted a coffee break during the 1st half of the shift and an additional two coffee breaks during the second half of the shift. It is however, understood that these coffee breaks will be taken in such a manner as not to stop the normal operations on the job,

15:03 When an employee is required to work more than two (2) hours beyond the end of their normal working day or shift due to unscheduled overtime, the Company will grant a twenty five dollar (\$25.00) allowance in lieu of a meal.

ARTICLE 16- JOB POSTING

16:00 When a vacancy occurs in the top two (2) classifications covered by the collective agreement, such vacancy shall be posted at all plants covered by this collective agreement for five (5) calendar days as a general posting. When circumstances require the Employer to fill a vacancy before expiry of the (5) calendar days; or before qualified employees return from vacation and have had an opportunity to bid, the appointment shall be made on a temporary basis only until a permanent appointment is made. Promotion is to be based on ability, knowledge and seniority, and where these

three items are judged equal, all other factors relative to the employee will be considered.

ARTICLE 17 - TRANSFERS

- 17:00 An employee transferred permanently by the Company to another location will be granted moving and living allowances on the established basis. An employee who requests and is granted a transfer to another location will be expected to provide their own moving and living arrangements.
- (a) An employee transferred temporarily to another location or who is required to perform work at other than their normal place of work will be reimbursed for use of their own vehicle at the prevailing rate per km, or have such transportation provided by the Company. In the event travel to and from such location on a daily basis is deemed unsatisfactory by the Company, the employee will be allowed room and board at the location concerned in addition to transportation to and back from the location on the completion of the job.
 - (b) Where an employee is requested to locate temporarily at another location and they take up room and board at the other location, they shall be paid at their normal regular hourly rate for such reasonable time spent in travelling to the location to commence the job and back from the location on completion of the job.
 - (c) Prior to a new facility being put into production, not including any expansion of an existing facility, the top two (2) classifications will be posted at all locations. The selection of employees will be based on the requirements of Article 16. Article 17 will apply to the successful applicants.
- 17:01 Employees selected for positions at locations outside this Collective Agreement shall accrue seniority up to a maximum of three (3) years. During this period, the employee and employer will ensure that Union dues continue to be paid in respect to the transferred employee. Upon return from the non-bargaining unit position, the employee shall be returned to the plant at which they were last employed, at the current rate of pay for the job classification that they held immediately prior to such transfer. The terms and conditions of the non-bargaining unit position shall be dealt with on an individual basis. All such transfers will be on a voluntary basis.

ARTICLE 18 - DISCIPLINE

- 18:00 Where an employee has received a letter of discipline, then works for twelve (12) consecutive months without receiving any disciplinary action, their record shall be considered clear.

ARTICLE 19-ACCIDENT PREVENTION AND SAFETY EQUIPMENT

- 19:00 It is understood and agreed that the parties to this Agreement shall at all times comply with the accident prevention regulations of the Occupational Health and Safety Act.

- 19:01 Both the Company and the Union agree in the interest of accident prevention to instruct and advise the employees in all standard safety precautions required under the terms of the Occupational Health and Safety Act.
- 19:02 The Company shall provide all such necessary safety equipment as required by the Occupational Health and Safety Act.
- 19:03 (a) The Company acknowledges the right of the Union to either elect or appoint members to the Joint Health and Safety Committee. Unless otherwise agreed, said member must be employed at the respective plant.
- (b) The Company shall provide pay at the employee's regular rate of pay, if the employee is on a day off, for those hours spent at the plant site attending a Joint Health and Safety Committee meeting. The employee will also receive the appropriate travel allowance,
- (c) If an employee attends a Joint Health and Safety Committee meeting on their regular day off and uses their own vehicle, the prevailing rate per kilometer allowance for travel will apply.

ARTICLE 20 - WORKING CONDITIONS

- 20:00 The Company shall provide suitable sanitary facilities and a heated lunchroom, which shall not be used for storage of tools or equipment.
- 20:01 The Company shall provide a heated, covered control room or building and protection from inclement weather on mobile equipment or while maintaining equipment,

ARTICLE 21 - BEREAVEMENT LEAVE

- 21:00 An employee shall be granted three working days off with pay for the purpose of attending the funeral on the death of a member of the employee's immediate family. Immediate family shall be mother, father, spouse (including common law spouse resident with employee), children, brother, sister, mother-in-law, father-in-law, grandparents, sister-in-law and brother-in-law, son-in-law, daughter-in-law, stepmother, stepfather, stepbrother, stepsister, stepchildren and grandchildren of the employee. In the event that the employee is required to travel more than 500 kms from their residence to attend the funeral the bereavement leave will be extended by two days for a total of 5 days bereavement leave,

Common law status will be recognized only if the employee has advised the Company of such status prior to the bereavement.

ARTICLE 22 - LEAVES OF ABSENCE:

22:00 JURY DUTY - An employee who is absent from work on Jury Duty will be paid their regular hourly rate for the hours which they would have been regularly scheduled to work. The employee will reimburse to the company any money received from the court for jury duty. If released from jury service during the first half of the workday, they must return to work promptly to be entitled to pay for the unworked hours that day.

22:01 LEAVE FOR UNION BUSINESS - The Company agrees that leaves of absence without pay but with maintenance and accumulation of seniority shall be granted to employees on the local Union Executive Board, Shop Stewards, and Health & Safety Committee members. Such leaves are for the purpose of attending quarterly Executive Board meetings, joint Union-Management meetings, National Union conventions, Area Council meetings, and Union education schools. Such leaves shall not exceed two weeks, and employees requesting such leaves will give the Superintendent one (1) week prior notification and the granting of such requests will be subject to consideration of operational requirements.

22:02 NATIONAL UNION STAFF LEAVE - At any particular point of time, a maximum of 1 (one) employee from the bargaining unit will be allowed to be on a 1 (one) year leave of absence for the purposes of joining the National Union Staff. During this time period, the employee will continue to accrue seniority. The Employer will not be responsible for wages or benefits during this period. The Employer will receive one month written notification from the employee and/or the National Union of the employee's intent to take such leave.

22:03 The Company agrees to pay into a special fund three cents (\$.03) per hour per employee for all worked hours for the purpose of providing paid education leave. Said paid employee leave will be for the purpose of upgrading the employee's skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, UNIFOR and sent by the Company to the following address:

UNIFOR Paid Education Leave Program
c/o UNIFOR
205 Placer Court
Toronto, ON M2H 3H9

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on such leave will continue to accrue seniority and benefits during such leave.

ARTICLE 23 • DURATION

23:00 This agreement shall be in full force and effect from September 1, 2021 to August 31, 2024 unless changed by mutual consent of the parties hereto. Either party wishing to amend, modify, terminate or renew this Agreement shall give the other party a written notice of such intention, between the ninetieth (90th) and thirtieth (30th) day prior to the last day prescribed by this Agreement. During negotiations, conciliation or mediation, all clauses of this Agreement shall remain in full force and effect.

ARTICLE 24 • BENEFITS

24:00 The Company will provide an employee benefit program for hourly employees. This plan will remain in place for the life of the agreement with same or substantially similar coverage as of the date this CBA is signed. No significant change will be made to the plan without mutual agreement. Summary coverage information is maintained in the Employee Benefits Booklet.

24:01 **Pension Plan**
The Company will make a retirement savings plan available to employees. Eligibility and contribution schedules will be based on the legal plan documents.

ARTICLE 25. SICK LEAVES

25:00 Each employee will be eligible for two (2) days paid sick leave per contract year. These sick days will not be cumulative. Unused days to be paid out at the end of a contract year at double time, within 45 days subsequent to the year end.

ARTICLE 26. DISCRIMINATION

26:00 The Company shall not discriminate against an employee on the basis of membership in the Union.

ARTICLE 27 - ASSIGNMENT

27:00 Enersul Limited Partnership may assign this contract to any affiliate upon Unifor, Local 855, receiving notice from Enersul Limited Partnership of its assignment hereof to a named affiliate, and such affiliate's written assumption hereof, Enersul Limited Partnership shall without further action be fully released from this contract effective as of and from the date of such receipt of notice.

ARTICLE 28 – AUTOMATION, TECHNOLOGICAL CHANGE & LAY-OFF

28:01 a.) The Company shall notify the Union six (6) months in advance of the intent to institute changes in the working methods or facilities resulting from technological changes, automation and mechanization which will involve the discharge or lay-off of any person.

b.) The Company in co-operation with the government and the Union, agrees to co-operate in retraining any employee in the event of automation or technological change requiring such retraining to fulfill the new job function within the Company, when an appropriate position exists.

- 28:02 Employees who have completed the probationary period and are subject to short-term lay-off shall be given at least five (5) days' notice of lay-off or five (5) days' pay in lieu of notice.
- 28:03 No employee shall be treated less favourably than provided for in the Employment Standards Act of Alberta.
- 28:04 In the event of a plant closure, all employees participating in the Company pension fund shall be considered 100% vested for the Company's portion of contributions to their plan, subject to applicable plan terms.

Dated this 11th day of February, 2022

For the Company:

For the Union:

[REDACTED]
Jennifer Coleman, H.R. Director

Rod Wood, Unifor National Rep.

[REDACTED]
Marc Proulx, President Tech/Ops.

Ryan Jardine, Committee Member

[REDACTED]
Lynden Anderson, Operations Manager

[REDACTED]
Matt Schweb, Committee Member

[REDACTED]
Stacey Sullivan, Committee Member

Tyler Starobite

[REDACTED]
Michelle Zwicker, Committee Member

APPENDIX A

CLASSIFICATIONS & WAGE RATES

	Effective <u>September 1, 2021</u>	Effective <u>September 1, 2022</u>	Effective <u>September 1, 2023</u>
Lead Hand Operator	\$41.92	\$43.28	44.80
#1 Operator	39.46	40.74	42.17
#2 Operator	37.57	38.80	40.15
#3 Operator	34.84	35.98	37.24
#4 Operator	32.88	33.95	35.13
Temporary Shift Supervisor	45.47	46.95	48.60

In addition to the above rates, the following job classifications will apply when operating Remelt projects only:

- a) Remelt Operations that are located at an existing Enersul Forming Site will be operated by one (1) No. 1 Operator per shift. If an additional Boiler Operation is also involved, the No. 1 Operator will be required to hold a valid 4th Class Steam ticket.
- b) Remelt Operations that are not located at an existing Enersul Forming site will be operated by two (2) Remelt Operators per shift. Fire watch shifts will be manned by one (1) Operator only. The two-person crew will consist of one Lead Hand Operator and one No. 2 Operator. If a Boiler Operation is also involved, one of the two operators on each shift will be required to hold a valid 4th Class Steam ticket..
- c) Boiler Operators requiring a 3rd Class Ticket shall be paid \$2.75 per hour, in addition to their regular rate.
- d) Shift Differential shall be paid for work performed on regularly scheduled night shifts,
 - Effective September 1, 2011 \$1.44/hr.
 - Effective September 1, 2012 \$1.49/hr.
 - Effective September 1, 2013 \$1.55/hr.
- e) A premium of \$0.35 will be paid to all 5th, Class Power Engineer or equivalent Power Engineer steam ticket holders.
- f) Any employee required to carry a phone pager or be accessible to a phone on their day off, shall receive 2 hours of pay at the regular base rate, plus the applicable overtime rate when called in to work.
- g) The 4th, Class Power Engineer responsible for the boiler operation will be paid \$1.75 per hour in addition to their regular wage.

PROGRESSION SYSTEM

The progression system allows an employee to progress from a #4 Operator to a Lead Hand Operator through a combination of seniority, experience and competencies learned on the job. Each plant will have a progression system in place that will be comprised of the appropriate number of learning modules. A minimum of 6 will be required at a small facility.

To facilitate the learning process, any module other than that of safety, can be pursued at any time. At the request of the Union the Company has agreed that the Maintenance II module will not normally be required of an employee until he reaches the #2 Operator level. Because of its importance to the employee and the Company, the Safety Module is a definite first required learning module and no employee can progress off the #4 Operator level without having successfully completed the Safety requirement,

Promotion from a #4 Operator to a #3 Operator will require two (2) competencies, one of which must be the safety module. In addition, the minimum time period at the #4 Operator level will be three (3) months.

To progress from a #3 Operator to that of #2 Operator would require a further two competencies and at least six (6) months at the #3 Operator level.

To progress from a #2 Operator to a #1 Operator you must apply through a bid application for the position. The minimum requirement to bid is to complete 50% of the balance of the remaining manuals and have a minimum of 6 months experience at the #2 Operator position,

To progress from a #1 Operator to a Lead Hand position you must apply through a bid application for the position. The minimum requirement to bid is to complete the balance of the remaining manuals and have a minimum of 6 months experience at the #1 Operator position.

The Company agrees that the necessary time and materials will be made available in order that each employee can meet the time parameters.

Upon receiving notification from the employee that they are ready to be tested, the Company shall test the employee's competencies with the appropriate examination providing the prescribed time limits have been attained. Employee's pay will be made retroactive to the original notification date upon successful completion of the competency test.

Employees who are not successful in their attempts at the competency examination shall remain at their present salary level until such time as they pass the agreed upon examination. Progression training program modules that are relevant to the facility that the employees work at, shall be taken. Those modules that are not applicable will not have to be taken. In the event of a failure, the employee must reapply to redo the examination. Retroactive pay will not be paid for the original examination but to the most recent reapplication date. All test applications must be submitted on the first day of the employee's dayshift rotation. A report must be given to the operator as to the reason of failure. If there is no resolution between the operator and management, a grievance is to be filed and forwarded to the senior management and union representative.



ENERSUL LIMITED
PARTNERSHIP
7210 Blackfoot Trail SE
Calgary Alberta Canada
T2H 1M5

Phone:
(403)253-5969
Fax:
(403) 259-2771
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ENERSUL

February 11, 2022

Mr, Rod Wood,
National
Representative Unifor,
Local 855,
11145, 2880 Glenmore Tr. S.E.,
Calgary, AB
T2C2E7

Dear Mr. Wood:

RE: LETTER OF UNDERSTANDING #1

ALLOWANCES:

NORTHERN ALLOWANCE

The Company will pay \$3.00 per hour to the Ft. McMurray employees. In addition the Company will pay \$1,400.00 per month for employees permanently residing in the Fort McMurray area (this allowance may be altered dependent on market conditions and in mutual agreement with the bargaining unit).

The practice of the Company providing housing will continue for the term of the Agreement. Any costs associated with flight schedules being changed due to Company requirements shall be paid by the Company.

TRAVEL ALLOWANCE

The Company agrees to continue to pay Travel Allowances, as has been its past practice. The current rates in effect are \$15.00 per day for Plants 30 and 35 and \$45.00 per day for Plant 34.

The Company will continue to provide transportation where it currently exists.

FOR THE COMPANY:
ENERSUL LIMITED
PARTNERSHIP

FOR THE UNION:
UNIFOR, LOCAL 855





ENERSUL LIMITED
PARTNERSHIP
7210 Blackfoot Trail SE
Calgary Alberta Canada
T2M 1M5

Phone: (403) 253-5969
Fax: (403) 259 2771
E-Mail: enersul@enersul.com

February 11, 2022

Mr. Rod Wood,
National
Representative Unifor,
Local 855,
Box 628,
Bragg Creek, AB
T0L0K0

Dear Mr. Wood:

RE: LETTER OF UNDERSTANDING #2

**Mileage and Hours Paid to Attend Training Courses, Safety Meetings and Company
Required Medicals**

Employees on days off, who are required to attend safety meetings and/or training courses will be paid subject to provisions of Article 12- Hours of Work of the collective bargaining agreement,

Employees will be paid four (4) hours straight time to attend Company required medicals.

Employees on days off, who are required to travel to attend safety meetings, training courses or company required medicals will be reimbursed for travel, provided the trip is at least 20 kms in length using the most direct route.

Employees who are scheduled for training or medicals by the company that are paid by the company and do not attend will be expected to reschedule and pay for these sessions themselves. The training or medicals must be completed as soon as is reasonably practical, if not the employee will be suspended without pay until the training or medical is completed. The company requests two full business days' notice to allow for the cancelation of the course.

FOR THE COMPANY:
ENERSUL LIMITED
PARTNERSHIP

FOR THE UNION:
UNIFOR, LOCAL 855





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ENERSUL

February 11, 2022

Mr. Rod Wood,
UNIFOR, Local 855,
Box 628,
Bragg Creek, AB
T0L0K0

Dear Mr. Wood:

RE: LETTER OF UNDERSTANDING #3

Fort McMurray Region Rotational Positions

For competitive, scheduling and practical purposes, Enersul will likely be required to accommodate rotational scheduling for its staff at its current Fort McMurray region facilities (Lynton and Syncrude) and any future facilities (unknown at this time). These positions are generally intended to enhance our ability to recruit and retain staff not residing in the region. As such, the Northern Living Allowance will not be payable for these types of positions.

As opportunities arise and positions of this nature become available, Enersul will first solicit interest from its current employees via general posting at all locations covered by this bargaining agreement. The positions shall be held for a minimum of 7 days prior to Enersul soliciting and selecting an external candidate.

Should an employee at a location within this bargaining unit choose to accept the position, both parties agree to a three month "probationary period". During this "probationary period", the employee, at their sole discretion, may request that Enersul return the employee to their prior position at the Plant they were most recently employed at. During this period, Enersul, at its sole discretion, may also request that the employee return to their prior position.

**FOR THE COMPANY:
ENERSUL LIMITED
PARTNERSHIP**

**FOR THE UNION:
UNIFOR, LOCAL 855**



WOMEN'S ADVOCATE – LETTER OF UNDERSTANDING

Female employees may sometimes need to discuss matters such as violence or abuse at home or workplace harassment with another woman. They may also need to find out about specialized resources in the community such as counselors or other resources to assist them in dealing with these and other issues. The Company offers an Employee Assistance Plan which provides counselling and other services to help in this regard. The Union may appoint a Women's Advocate from amongst the female bargaining unit employees. The Women's Advocate will meet with female members to discuss their problems, provided that operational requirements are met, and refer them to the appropriate resources when necessary.

The Union will inform employees about the role of the Women's Advocate and provide contact information as to how the Women's Advocate can be contacted.

It is understood that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. When the company is considering disciplinary measures, the Parties agree that in the case of an employee who is in an abusive or violent personal situation, the circumstances surrounding the case will be taken into consideration, including adequate verification from a recognized professional (doctor, lawyer, professional counselor).



For the Union

For the Company

Dec 15 / 2022

Date