

COLLECTIVE AGREEMENT

BETWEEN

**CONOCOPHILLIPS CANADA (BRC) PARTNERSHIP
(hereby known as the “Company”)**

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL
AND SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)**

**ON BEHALF OF LOCAL UNION 1-2017
(hereby known as the “Union”)**

**(the Company and the Union are herein
referred to individually as a “Party”
and collectively as the “Parties”)**

TERM

OCTOBER 16, 2024 – FEBRUARY 29, 2028

Table of Contents

PREAMBLE 8

ARTICLE 1 – BARGAINING AGENCY..... 8

1.01 Recognition..... 8

1.02 Bargaining Authority..... 8

1.03 Access to Site 8

ARTICLE 2 – COMPANY RIGHTS 8

2.01 Management and Direction 8

2.02 Force Majeure..... 9

ARTICLE 3 – UNION SECURITY 9

3.01 Union Shop 9

3.02 Maintenance of Membership..... 9

3.04 Union Membership.....10

3.05 Check Off10

3.06 Bulletin Boards10

ARTICLE 4 – PLANT COMMITTEE10

4.01 Definition.....10

4.02 Composition10

4.03 Notification.....10

4.04 Union Orientation to Acquaint New Bargaining Unit Employees:.....10

4.05 Meetings.....11

4.06 Union Business11

4.07 Bargaining Committee11

ARTICLE 5 – HOURS OF WORK AND OVERTIME11

5.01 No Guarantee11

5.02 Work Day11

5.03 Regular Shift11

5.04 Shift Schedule11

5.05 Breaks.....12

5.06 Modification of Schedules.....12

5.07 Days of Rest12

5.08 Overtime.....12

5.09 Shift Exchanges13

5.10 Step Up Pay.....13

5.11 Change in Rotation.....13

ARTICLE 6 – TECHNOLOGICAL CHANGE13

6.01 Implementation13

6.02 Advance Notification14

6.03 Joint Committee.....14

6.04 Retraining14

6.05 Severance Pay.....14

6.06 Option14

ARTICLE 7 - WAGES.....14

7.01 Job Classifications and Hourly Wage Rates.....14

7.02 Rate Revision14

ARTICLE 8 - PAYDAYS.....14

8.01 Paydays.....14

ARTICLE 9 – STATUTORY HOLIDAYS.....14

9.01 Statutory Holidays14

9.02	Working a Statutory Holiday	15
9.03	Statutory Holiday Not Worked	15
9.04	Vacation During Statutory Holiday	15
9.05	Qualifying Conditions	15
ARTICLE 10 – VACATIONS WITH PAY		15
10.01	Vacation.....	15
10.02	Annual Entitlement.....	15
10.03	Vacation Pay Upon Termination	15
ARTICLE 11 – CALL OUTS.....		16
11.01	Where No Work.....	16
11.02	Where Work Commences	16
ARTICLE 12 – HEALTH, WELFARE & SAVINGS PLANS		16
12.01	Eligibility.....	16
12.02	Changes to Employee Benefits Program.....	16
12.03	Employer Deductions From Wages - Employee Benefits Program	16
ARTICLE 13 - SENIORITY.....		16
13.01	Principle	16
13.02	Supervisory Officials	16
13.03	Reduction & Recall of Bargaining Unit Employees	16
13.04	Retention During Layoff	17
13.05	Job Posting for Permanent and Temporary Positions	17
13.06	Vacation or Illness/Injury Leave	18
13.07	Updated Job Posting	18
13.08	New Job Classifications.....	18
13.09	Probationary Period.....	18

13.10	Seniority List	18
ARTICLE 14 LEAVES OF ABSENCE		19
14.01	Illness or Injury Leave	19
14.02	Maternity Leave.....	19
14.03	Parental Leave	19
14.04	Written Permission	20
14.05	Family Responsibility and Compassionate Care Leave.....	20
14.06	Bereavement Leave	21
14.07	Jury Duty	22
14.08	Union Business	22
ARTICLE 15 – HEALTH & SAFETY		22
15.01	Common Concern and Responsibility	22
15.02	Joint Occupational Health & Safety Committee	23
15.03	Pay for Meetings.....	24
15.04	Minutes	24
15.05	Injuries & Claims.....	24
15.06	Serious Incidents and Serious Near Misses	24
15.07	Fatalities	25
15.08	Right to Refuse Unsafe Work	25
15.09	Injury at Work.....	26
15.10	WHMIS	26
15.11	Contractors & Sub-Contractors	26
15.12	Duty to Accommodate.....	26
ARTICLE 16 – CONTRACTORS AND NON-BARGAINING UNIT WORKERS		26
16.01	Contracting Out	26

16.02	Non-Bargaining Unit Employees	26
16.03	Status Updates	27
16.04	Vacancies	27
16.05	Long Term Placements	27
16.06	Special Projects.....	27
ARTICLE 17 – EMPLOYEE WELLNESS		27
17.01	Employee and Family Assistance	27
17.02	Anti-Harassment.....	27
ARTICLE 18 – EDUCATION TRUST FUND.....		28
18.01	Contribution	28
18.02	Remittance of Contributions.....	28
18.03	Fund Programs.....	28
ARTICLE 19 – SAFETY EQUIPMENT		28
19.01	Personal Protective Equipment (PPE).....	28
19.02	Cost	28
19.03	Steel-Toed Safety Boots	28
19.04	Prescription Safety Glasses	28
ARTICLE 20 – HUMANITY FUND		28
20.01	Deductions	28
20.02	Remittance of Contributions.....	28
20.03	Discontinuance of Participation	29
20.04	Indemnity.....	29
ARTICLE 21 – SEVERANCE PAY FOR SITE CLOSURE.....		29
21.01	Permanent Partial Closure	29
21.02	Permanent Closure	29

21.03	Severance Pay.....	29
21.04	Termination	29
ARTICLE 22 – DISCIPLINE.....		29
22.01	Procedure.....	29
22.02	Sunset Clause	29
ARTICLE 23 – GRIEVANCE PROCEDURE		29
23.01	Procedure.....	29
23.02	Time Limit.....	30
ARTICLE 24 – ARBITRATION		30
24.01	Grievances.....	30
24.02	Cost Sharing.....	30
24.03	Place of Hearing.....	30
ARTICLE 25 – CAMP AND NON-CAMP BASED EMPLOYEES		30
25.01	Camp Stay.....	30
25.02	Travel.....	31
ARTICLE 26 – STRIKE AND LOCKOUTS.....		32
26.01	Strikes and Lockouts	32
ARTICLE 27 – DURATION OF AGREEMENT		32
27.01	Term	32
27.02	Exclusion.....	32
APPENDIX A		34
JOB CLASSIFICATIONS AND HOURLY WAGE RATES		34
PREMIUMS.....		34

PREAMBLE

The purpose of this Agreement is to secure for the Company, the Union and the Bargaining Unit Employees the full benefits of orderly and legal collective bargaining, and to ensure to the utmost extent possible the safety and physical welfare of the Bargaining Unit Employees, economy of operation, quality and quantity of output, and protection of property. It is recognized by this Agreement to be the duty of the Company and the Union and the Bargaining Unit Employees to co-operate fully, individually and collectively, for the advancement of said conditions.

The Company and the Union agree to abide by the terms set out in this Agreement.

ARTICLE 1 – BARGAINING AGENCY

1.01 **Recognition:** For the purposes of this Agreement, “**C-11-K Site**” shall mean the c-11-K/94-A-12 plant facility and “**2-10 Site**” shall mean the Inga 2-10 plant facility, and “**Sites**” means both the C-11-K Site and the 2-10 Site. Additionally, “**Bargaining Unit Employees**” means all employees employed at each of the Sites coming within the within the Order of Certification of the Union as now exists, or as may be amended from time to time by the Labour Relations Board of British Columbia.

(a) The Company recognizes the Union, as the sole collective bargaining agency representing all Bargaining Unit Employees. Managers, shift supervisors, clerical staff, and others as specified in the Order of Certification are excluded from this Agreement.

(b) Any new Bargaining Unit position(s) the Company intends to create during the life of the Agreement shall be discussed with the Union.

1.02 **Bargaining Authority:** The Company agrees that the bargaining authority of the Union shall not be impaired during the term of this Agreement. The Company further agrees that the only certification applicable to the Sites that they will recognize during the term of this Agreement is the Union (USW 1-2017).

1.03 **Access to Site:** Official Union representatives shall be granted access to the Company's Sites for the purposes set out in this Agreement which access shall be granted by the Company upon the Union's prior request and subject to such reasonable terms and conditions as may be laid down by the Company, including but not limited to observance of any safety requirements of the Sites.

ARTICLE 2 – COMPANY RIGHTS

2.01 **Management and Direction:**

(a) Except as modified by a provision of this Agreement, the Union recognizes that the Company retains the exclusive right to operate and manage the affairs of the Company except as restricted by the terms of this Agreement.

(b) Nothing in this provision shall be construed to limit or diminish any other rights or prerogatives of the Company not explicitly addressed herein.

2.02 **Force Majeure:** Company shall not be liable or responsible to the Union, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from any event or circumstance not reasonably within the control of the Company, including, without limitation:

- (i) lightning, storms, earthquakes, landslides, floods, washouts, tsunamis and other acts of God;
- (ii) fires, explosions, ruptures, breakages of or accidents to the Sites or any other equipment or facilities necessary to operate the Sites;
- (iii) civil disturbances, sabotage, acts of public enemies, war, blockades, insurrections, vandalism, riots, epidemics, pandemics or acts of terrorism;
- (iv) the order of any government authority having jurisdiction with respect to the Sites;
- (v) inability to obtain or curtailment of supplies of electric power, water, fuel or other utilities or services required for the operation of the Sites;
- (vi) inability to obtain or curtailment of supplies of any other materials or equipment required for the Sites; and
- (vii) lack of offtake capacity available in respect of each of the Sites.

If the Company fails by reason of an event of force majeure (as described above) to carry out any of its obligations under this Agreement, the obligations of Company insofar as its obligations are affected by the event of force majeure, shall be suspended only so long as the event of force majeure continues to hinder the performance of such obligations. The Company, upon failing to carry out any obligation by reason of an event of force majeure, shall promptly give the Union notice of the event of force majeure, including full particulars in respect thereof.

ARTICLE 3 – UNION SECURITY

- 3.01 **Union Shop:** Each Bargaining Unit Employee shall, at the time of hiring and as a condition of hiring or continued employment, become a member of the Union and maintain membership therein.
- 3.02 **Maintenance of Membership:** Any Bargaining Unit Employee who is a member in good standing, or is reinstated as a member of the Union shall, as a condition of continued employment, maintain such membership in good standing throughout the term of this Agreement.
- 3.03 **Discharge of Non-members:** Any Bargaining Unit Employee who fails to maintain membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after fifteen (15) days' written notice to the Company of the said Bargaining Unit Employee's refusal to maintain their membership.

- 3.04 **Union Membership:** No Bargaining Unit Employee shall be subject to any penalties against their application for membership or reinstatement, except as may be provided for in the United Steelworkers Constitution.
- 3.05 **Check Off:**
- (a) The Company shall require all new Bargaining Unit Employees at the time of hiring to complete a mutually agreeable electronic Union form.
 - (b) The assignment in the case of existing Bargaining Unit Employees shall be effective immediately, and for new Bargaining Unit Employees, it shall become effective thirty (30) calendar days from the date of execution.
 - (c) The Union shall notify the Company by letter of the amount of back dues owed by new Bargaining Unit Employees and copies of such letter shall be furnished to the Bargaining Unit Employee and the Plant Committee.
 - (d) The Company shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the Bargaining Unit Employee) to the Union not less often than once each month, with a written statement of names of the Bargaining Unit Employees for whom the deductions were made and the amount of each deduction. Such deduction shall appear on each Bargaining Unit Employee's annual Statement of Remuneration (T4).
- 3.06 **Bulletin Boards:** The Company will provide one bulletin board at each Site, mutually agreeable to the Company and the Union.

ARTICLE 4 – PLANT COMMITTEE

- 4.01 **Definition:** For the purpose of this Agreement when the term "Plant Committee" is used, it shall mean members who are elected by the Union membership.
- 4.02 **Composition:** The Plant Committee shall consist of not less than four (4) Bargaining Unit Employees with completed probationary period of employment with the Company who are members of the Union.
- 4.03 **Notification:** The Union will, within sixty (60) days from the date of this Agreement, notify the Company in writing of the members of the Plant Committee. The Union or Plant Committee will inform the Company in writing when any member change takes place on the said Committee.
- 4.04 **Union Orientation to Acquaint New Bargaining Unit Employees:**
- (a) At the time of hire new Bargaining Unit Employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.
 - (b) A new Bargaining Unit Employee shall also be provided with:
 - (i) the name and work location of the Shop Steward(s) on shift; and

- (ii) an authorization form for union dues check-off to be completed and submitted.
 - (c) The Local Union shall be advised of the name and telephone number of the new Bargaining Unit Employee.
 - (d) The Union will provide all new Bargaining Unit Employees with a copy of the Agreement.
 - (e) The Company shall provide the Union a one-time half hour (1/2 hr), on paid Company time, to speak with new hires for Bargaining Unit Employee positions.
- 4.05 **Meetings:** The Company and the Plant Committee and the Local Union Representative will meet for Labour Management Meetings once every two (2) months. If either Party requests a meeting sooner than two (2) months, such a request won't be unreasonably denied. These meetings are held for the purpose of discussing any matters of mutual interest or concern to the Company and the Union. Where such meetings are held during working hours, Bargaining Unit Employee time will not be deducted for attending such meetings.
- 4.06 **Union Business:** Every effort will be made by Stewards and Plant Committee members to conduct Union business outside working hours. Stewards and Plant Committee members require written/verbal permission from their Manager to conduct Union business during working hours, at times that do not interfere with the operation.
- 4.07 **Bargaining Committee:** During direct negotiations with the Company, the Company shall pay for two (2) Bargaining Unit members to participate in the collective bargaining process.

ARTICLE 5 – HOURS OF WORK AND OVERTIME

- 5.01 **No Guarantee:** This Article is intended to define the normal hours of work and shall not be construed as any guarantee of work or pay of hours of work per day, or per week, or of days of work per week.
- 5.02 **Work Day:** The work day shall commence at the start of the Bargaining Unit Employee's regularly scheduled shift and end twenty four (24) hours later.
- 5.03 **Regular Shift:** The regular shift shall consist of twelve (12) hours with a normal start time between the hours of 6:00 a.m. to 7:00 a.m. or 6:00 p.m. to 7:00 p.m.
- 5.04 **Shift Schedule:** The Company and the Union agree to the following twelve (12) hour shift schedule:
- Each Bargaining Unit Employee's hitch will consist of fourteen (14) consecutive twelve (12) hour shifts on and fourteen (14) consecutive days off, totaling one hundred and sixty eight (168) hours of work over four (4) consecutive weeks.
 - The first shift of each hitch will commence on a Wednesday.

- A Bargaining Unit Employee's shift will alternate from days to nights and nights to days after each completed hitch, notwithstanding the day shift only roles currently established.
- Bargaining Unit Employees who work their full one hundred and sixty eight (168) scheduled hours within a hitch are entitled to have eight (8) of those scheduled hours considered as overtime.
- On the last day of their hitch, a Bargaining Unit Employee may take four (4) hours of vacation or Company paid leave and charge eight (8) hours scheduled overtime.
- Bargaining Unit Employees will still be entitled to the eight (8) scheduled overtime hours for a hitch if they take time off for approved vacation or Company paid leaves.
- At a minimum, there will be eight (8) hours of rest for a Bargaining Unit Employee between all shifts.

5.05 **Breaks:** All Bargaining Unit Employees shall have two (2) paid breaks of thirty (30) minutes during each shift.

5.06 **Modification of Schedules:**

- (a) When the Company changes a Bargaining Unit Employee's schedule, the immediate supervisor or a designated alternate will make reasonable efforts to notify the Bargaining Unit Employee affected by a schedule change verbally or in writing.
- (b) Where less than forty-eight (48) hours' notice of a shift change is given to a Bargaining Unit Employee, the Company shall pay double time (2x) for the first shift worked by the Bargaining Unit Employee following such change. No Bargaining Unit Employee's regular schedule shall be reduced or interrupted to avoid payment of overtime wages.
- (c) Should the Company need to schedule a Bargaining Unit Employee on a different shift, the Bargaining Unit Employee shall receive any premiums they would have been entitled to on their original shift for the first hitch.
- (d) Where a Bargaining Unit Employee is scheduled for regular hours of work and the Company has cancelled the scheduled shift, the Bargaining Unit Employee shall be paid at their regular hourly rate for that shift.

5.07 **Days of Rest:** Days off for Bargaining Unit Employees shall be scheduled consecutively unless there is agreement between the Bargaining Unit Employee and the Company.

5.08 **Overtime:**

- (a) Overtime shall only apply to those hours worked by a Bargaining Unit Employee that are in excess of their scheduled hours that are worked as per Article 5, Section 5.04.

- (b) Bargaining Unit Employees shall be paid two (2) times their regular hourly rate for all applicable overtime worked.
- (c) With respect to overtime, the Union recognizes the Company's need to have sufficient competent and qualified Bargaining Unit Employees available for overtime. Where overtime is required, overtime shall be distributed by seniority where practicable and subject to competency required for the work.

5.09 **Shift Exchanges:** Mutual shift exchanges are permitted provided:

- (a) The shift exchange can be made without additional cost or penalty to the Company;
- (b) The shift exchange allows both Bargaining Unit Employees appropriate time off between shifts after the exchange;
- (c) The shift exchange is under both Bargaining Unit Employees maximum allowable days worked;
- (d) The Company must approve the shift exchange in advance;
- (e) The Company takes no accountability for the payback of any amounts to Bargaining Unit Employees in connection with mutual shift exchanges; and
- (f) No compensation adjustments will be made by the Company in respect of the Bargaining Unit Employees as part of the mutual shift exchange, including but not limited to, payment for premiums, Statutory Holidays or overtime.

5.10 **Step Up Pay:** In appropriate circumstances, as determined by the Company in its sole discretion, Bargaining Unit Employees acting in non-Bargaining Unit leadership roles shall receive a premium of ten percent (10%) applied to their regular hourly rate. This premium shall not apply in any other scenarios. Eligibility for this premium requires that the Bargaining Unit Employee must work a minimum of three (3) consecutive days in the leadership role. After the Bargaining Unit Employee has worked in the leadership role for three (3) consecutive days, this premium will apply to all consecutive days worked in the leadership role.

5.11 **Change in Rotation:** Any permanent rotation of schedules for Bargaining Unit Employees will be managed so that it will result in a net time balance on a year-over-year basis for each Bargaining Unit Employee to ensure there is no additional overtime hours or extra time off. These changes to the rotation of schedules will be completed every two (2) years in February. The first change of schedules shall be implemented in February 2026.

ARTICLE 6 – TECHNOLOGICAL CHANGE

6.01 **Implementation:** The Parties acknowledge the necessity of the Company adapting to technological advancements to remain competitive within its industry. The Company reserves the sole authority to introduce, implement, and manage technological changes within its operations, including but not limited to the adoption of new equipment, processes, software, and automation technologies. The Company further retains the

discretion to determine the necessity, timing, and scope of technological changes, taking into account business needs, efficiency goals, and market demands.

- 6.02 **Advance Notification:** The Company shall notify the Plant Committee and the Union not less than two (2) months in advance of intent to implement technological change in working methods or facilities which will involve the laying off and/or elimination of position(s) of any regular full time Bargaining Unit Employee.
- 6.03 **Joint Committee:** The Company will meet with representatives of the Union to discuss the impact on the workforce of layoffs of Bargaining Unit Employees and/or elimination of position(s) as a direct result of technological change. The Joint Committee will make recommendations to the Parties to assist them to mitigate the effect of such changes.
- 6.04 **Retraining:** The Company shall make reasonable efforts to train or retrain Bargaining Unit Employees.
- 6.05 **Severance Pay:** Bargaining Unit Employees laid off from their regular job because of technological change shall be entitled to severance pay equal to one (1) week (12hrs x 7 days = 84 hours) for each year of continuous Company service up to a maximum of 26 weeks.
- 6.06 **Option:** Bargaining Unit Employees laid off from their regular jobs because of technological change shall have the option to terminate their employment and accept severance pay, either:
- (a) at the time of layoff; or
 - (b) at the point seniority retention expires.

ARTICLE 7 - WAGES

- 7.01 **Job Classifications and Hourly Wage Rates:** The Job Classifications and Hourly Wage Rates are as provided for in Appendix A attached hereto. The Wage Rates in Appendix A include all wage rate adjustments provided for in this Agreement.
- 7.02 **Rate Revision:** The wage scale attached hereto, Appendix A, is approved by both Parties and may, subject to the mutual consent of both Parties, be revised once annually

ARTICLE 8 - PAYDAYS

- 8.01 **Paydays:** The Company shall provide for pay days every second week and each Bargaining Unit Employee shall be furnished with an itemized online statement of earnings and deductions

ARTICLE 9 – STATUTORY HOLIDAYS

- 9.01 **Statutory Holidays:** The following days will be recognized as “Statutory Holidays” under this Agreement:

New Years Day
 Good Friday
 Canada Day
 Labour Day
 Thanksgiving Day
 Christmas Day

Family Day
 Victoria Day
 BC Day (Provincial)
 National Day for Truth and Reconciliation
 Remembrance Day
 Boxing Day

- 9.02 **Working a Statutory Holiday:** All Bargaining Unit Employees who work on a Statutory Holiday shall be paid at their regular hourly rate at double time (2x) for all hours worked. In addition, twelve (12) hours shall also be paid at the Bargaining Unit Employee's regular hourly rate.
- 9.03 **Statutory Holiday Not Worked:** All Bargaining Unit Employees shall be paid twelve (12) hours pay at their regular hourly rate for any Statutory Holidays not worked.
- 9.04 **Vacation During Statutory Holiday:** Should a Bargaining Unit Employee wish to take the scheduled Statutory Holiday off, they shall not be charged a vacation day and be paid twelve (12) hours pay at their regular hourly rate.
- 9.05 **Qualifying Conditions:** A Bargaining Unit Employee, to qualify for Statutory Holiday pay, must have been on the payroll thirty (30) calendar days immediately preceding the Statutory Holiday.

ARTICLE 10 – VACATIONS WITH PAY

10.01 **Vacation:** Vacation is based on years of service and experience recognized at the time of hire. With respect to annual vacations and vacation pay the following provisions will apply.

10.02 **Annual Entitlement:**

Recognized Service at ConocoPhillips	Annual Entitlement	Percentage
0-8 Complete Years	120 hours/year	6%
9 – 17 Complete Years	168 hours/year	8%
18 – 23 Complete Years	204 hours/year	10%
24 or more Complete Years	240 hours/year	12%
Carryover Allowed	84 hours	

10.03 **Vacation Pay Upon Termination:**

- (a) A Bargaining Unit Employee whose employment is terminated shall receive vacation pay at the appropriate percentage of the wages or salary earned and unused during the period of entitlement in accordance with the Bargaining Unit Employee's years of service.
- (b) If the Bargaining Unit Employee leaves the Company's employ before they have fully earned the vacation they have taken, then any unearned vacation pay will be deducted from their final pay.

ARTICLE 11 – CALL OUTS

- 11.01 **Where No Work:** Any Bargaining Unit Employee who is called in for an overtime shift outside of their normal scheduled hours and on reporting finds no work available, shall be entitled to three (3) hours' at two times (2x) their regular hourly rate.
- 11.02 **Where Work Commences:** Any Bargaining Unit Employee who is called in for an overtime shift outside of their normal scheduled hours and commences work, shall be entitled to twelve (12) hours' at two times (2x) their regular hourly rate.

ARTICLE 12 – HEALTH, WELFARE & SAVINGS PLANS

- 12.01 **Eligibility:** Bargaining Unit Employees coming under the terms of this Agreement and who have passed their probationary period subject to Article 13, Section 13.09 will be eligible to participate under the "Employee Benefits Program" of ConocoPhillips Canada
- 12.02 **Changes to Employee Benefits Program:** The Company will ensure that the Union has the latest version of the "Employee Benefits Program" of ConocoPhillips Canada and agrees to communicate to the Union any changes that it plans to make to the components contained within the "Employee Benefits Program" of ConocoPhillips Canada at least 90 days in advance of the implementation date
- 12.03 **Employer Deductions From Wages - Employee Benefits Program:** The Parties agree that the Company shall deduct from a Bargaining Unit Employee's wages and shall remit the Bargaining Unit Employee's contribution amount in relation to the "Employee Benefits Program" of ConocoPhillips Canada.

ARTICLE 13 - SENIORITY

- 13.01 **Principle:**
- (a) The Company recognizes the principle of seniority, competency considered. In the application of seniority, it shall be determined by Bargaining Unit (2-10 Site and C-11-K Site) seniority.
 - (b) In cases of reduction, recall, or postings, subject to competency considered Bargaining Unit seniority shall be recognized.
- 13.02 **Supervisory Officials:** The selection and promotion of supervisory officials shall be entirely a matter for the Company's decision, but in making such selection or promotion, length of continuous service shall be given due consideration.
- 13.03 **Reduction & Recall of Bargaining Unit Employees:**
- (a) In the event of a reduction of Bargaining Unit Employees, the last person hired shall be the first released subject to the competency of the person involved and the provisions of Article 13, Section 13.01(b).

- (b) If the Company decides to exercise its right under this provision it shall notify the Plant Committee as soon as possible.
- (c) When recalling Bargaining Unit Employees after a period of layoff following a reduction of Bargaining Unit Employees, a Bargaining Unit Employee shall be recalled in order of their seniority, subject to the competency of the person involved and the provisions of Article 13, Section 13.01(b).
- (d) During a reduction of Bargaining Unit Employees where a Bargaining Unit Employee's seniority, is such that they will not be able to keep their regular job they may elect whether or not to apply their seniority, subject to the competency of the person involved, to obtain a lower paid job or a job paying the same rate of pay or accept a layoff until their previously held position becomes available provided however:
 - (i) If during the layoff period the Bargaining Unit Employee wishes to return to work and so notifies the Company they shall be called back to work as soon as their seniority entitles them to an available position, subject to competency.
 - (ii) The application of this provision shall not result in a Bargaining Unit Employee, in the exercise of their rights, bumping a Bargaining Unit Employee with less seniority.
- (e) Bargaining Unit Employees who fail to report to work within seven (7) days of recall to their previously held position will be terminated.

13.04 Retention During Layoff:

- (a) It is agreed between the Parties that seniority during layoffs shall be retained on the following basis:
 - (i) Bargaining Unit Employees with less than one (1) years' service shall retain their seniority for a period of six (6) months.
 - (ii) Bargaining Unit Employees laid off with one (1) or more years' service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service, up to an additional twelve (12) months.

A laid off Bargaining Unit Employee's seniority retention under (i) and (ii) above is reinstated upon the completion of one (1) day's recall to work.

- (b) It shall be each Bargaining Unit Employee's responsibility to furnish the Company with their current address, email and telephone number, in the Company HRIS system, and to maintain them at all times. The Company shall be entitled to rely on its records in giving any notice called for in this Agreement.

13.05 Job Posting for Permanent and Temporary Positions:

- (a) Notice of all job vacancies for Bargaining Unit positions that require posting shall be made known on the HRIS system and emailed to all Bargaining Unit Employees

at both operations. The posting shall remain on the HRIS system for a period of fifteen (15) calendar days.

- (b) Job Postings and successful candidates for Bargaining Unit positions shall be forwarded to the Plant Committee.
- (c) Vacancies will be filled on the basis of seniority subject to the competency of the applicant.
- (d) Temporary vacancies of greater than twelve (12) weeks will be posted.
- (e) The applicant must give an immediate response either accepting or declining the posting.

13.06 **Vacation or Illness/Injury Leave:** Those Bargaining Unit Employees that are on regular vacation, illness/injury leave or any other approved absence will be notified by the Company of any positions, permanent or temporary, that have been posted during their absence.

13.07 **Updated Job Posting:** Updated lists of all job postings shall be provided to the Bargaining Unit Employees virtually.

13.08 **New Job Classifications:**

- (a) If any new job classifications are established within both the Bargaining Unit and the scope of classifications or if there is a substantial change in the job content on any job classification set forth in Appendix "A", the Parties agree to meet and negotiate a rate of pay for the job(s) in question.
- (b) If the Parties are unable to reach agreement on a dispute as to whether or not there is a substantial change in job content or the rate of pay for a new or changed job, the dispute shall be settled by arbitration.
- (c) Except as provided above, no basis shall exist for a Bargaining Unit Employee to allege that a wage rate inequity exists, and no grievance on behalf of a Bargaining Unit Employee alleging a wage rate inequity shall be filed or processed during the term of this Agreement.

13.09 **Probationary Period:** Notwithstanding anything to the contrary contained in this Agreement, it shall be mutually agreed that all Bargaining Unit Employees are hired on probation. The probationary period will continue for five hundred and four (504) working hours. Upon completion of five hundred and four (504) working hours, they shall be regarded as regular Bargaining Unit Employees and shall then be entitled to seniority dating from the day on which they began working at the Company's premise.

13.10 **Seniority List:** It is agreed that two (2) seniority lists will be supplied to the Union by the Company twice during each calendar year:

- (a) Site Seniority Lists: name and starting date with their respective Sites; and
- (b) Bargaining Unit Seniority List: name and starting date with the Company.

The Company shall advise the Union of changes to the said list.

ARTICLE 14 LEAVES OF ABSENCE

14.01 **Illness or Injury Leave:** The Company will grant leave of absence to Bargaining Unit Employees suffering injury or illness for the term of this Agreement in accordance with Section 49.1 of the Employment Standards Act (British Columbia). The Bargaining Unit Employee shall report or cause to have reported the injury or illness which requires their absence to the Company as soon as may be reasonably possible.

14.02 Maternity Leave:

(a) A pregnant Bargaining Unit Employee requesting maternity leave shall be entitled to unpaid maternity leave of up to seventeen (17) consecutive weeks. Maternity leaves must be taken during the period that begins:

- (i) no earlier than thirteen (13) weeks before the expected birth date, and
- (ii) no later than the actual birth date

and ends no later than seventeen (17) weeks after the leave begins.

(b) A Bargaining Unit Employee who requests leave under this Article after giving birth to a child is entitled to up to seventeen (17) consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than seventeen (17) weeks after that date.

(c) A Bargaining Unit Employee who requests leave under this Article 14, Section 14.02 after the termination of the Bargaining Unit Employee's pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than six (6) weeks after that date.

(d) A Bargaining Unit Employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, they are unable to return to work when her leave ends under Article 14, Sections 14.02(a), (b) or (c).

14.03 Parental Leave:

(a) A Bargaining Unit Employees who requests parental leave under paragraphs (i), (ii) or (iii) of Article 14, Section 14.03 is entitled to:

- (i) for a parent who takes leave under Article 14, Section 14.02 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave, which must begin, unless the Company and Bargaining Unit Employee agree otherwise, immediately after the end of the leave taken under Article 14, Section 14.02,
- (ii) for a parent, other than an adopting parent, who does not take leave under Article 14, Section 14.02 in relation to the birth of the child or children with

respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the birth of the child or children, and

(iii) for an adopting parent, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the child or children are placed with the parent.

(b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the Bargaining Unit Employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under Article 14, Section 14.02.

14.04 **Written Permission:** Any Bargaining Unit Employee desiring leave of absence must obtain permission in writing from the Company for such leave, except in cases of illness or injury covered by Article 14, Section 14.01 above.

14.05 **Family Responsibility and Compassionate Care Leave:**

(a) Family Leave: A Bargaining Unit Employee is entitled to up to five (5) days of unpaid Family Leave during each employment year to meet responsibilities related to:

- (i) the care, health or education of a child in the Bargaining Unit Employee's care; or
- (ii) the care or health of any other member of the Bargaining Unit Employee's immediate family.

(b) Compassionate Care Leave:

(i) In the following sub-sections "family member" has the meaning given to the term in subsection 52.1(1) of the Employment Standards Act (British Columbia) which includes a member of the Bargaining Unit Employee's immediate family, and the spouse, child, parent, guardian, sibling, grandchild or grandparent or any person who lives with a Bargaining Unit Employee as a member of the Bargaining Unit Employee's family. It includes common-law spouses, step-parents and step-children, foster children, and same-sex partners and their children as long as they live with the Bargaining Unit Employee as a member of the Bargaining Unit Employee's family.

(ii) A Bargaining Unit Employee who requests Compassionate Care Leave under this Article 14, Section 14.05(b) is entitled to up to twenty-seven (27) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed after:

(A) the date the certificate is issued; or

- (B) if the leave began before the date the certificate is issued, the date the leave began.
- (iii) The Bargaining Unit Employee must give the Company a copy of the certificate as soon as practicable.
- (iv) A Bargaining Unit Employee may begin a leave under Article 14, Section 14.05(b) no earlier than the first day of the week in which the period under subsection (ii) begins.
- (v) A leave under this Article 14, Section 14.05(b) ends on the last day of the week in which the earlier of the following occurs:
 - (A) the family member dies;
 - (B) the expiration of fifty two (52) weeks or other prescribed period from the date the leave began.
- (vi) A leave taken under Article 14, Section 14.05(b) must be taken in units of one or more weeks.
- (vii) If a Bargaining Unit Employee takes a leave under this Article 14, Section 14.05(b) and the family member to whom the subsection applies does not die within the period referred to in that subsection, the Bargaining Unit Employee may take a further leave after obtaining a new certificate in accordance with this Article 14, Section 14.05(b).

14.06 Bereavement Leave:

- (a) When death occurs to a member of a regular full-time Bargaining Unit Employee's immediate family, the Bargaining Unit Employee will be granted an appropriate leave of absence for which they shall be compensated at their regular straight-time hourly rate of pay for their regular work schedule for a maximum of three (3) days however, extenuating circumstances may justify an additional two (2) days (e.g. travel, involvement in making funeral arrangements, duties as an executor).
- (b) Members of the Bargaining Unit Employee's immediate family are defined as the Bargaining Unit Employee's "spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, stepchildren, foster children, step-parents, grandparents, grandparents-in-law and grandchildren."
- (c) Compensable hours under the terms of Article 14, Section 14.06 will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

14.07 Jury Duty:

- (a) Any regular full-time Bargaining Unit Employee who is required to perform jury duty, including Coroner's jury duty, or who is required to appear as a Crown witness or Coroner's witness on a day on which they would normally have worked will be reimbursed by the Company for the difference between the pay received for the said jury or witness duty and their regular hourly rate of pay for their regularly scheduled hours of work. The Bargaining Unit Employee will be required to furnish proof of jury or witness service and jury or witness duty pay received.
- (b) Hours paid for under the provisions of Article 14, Section 14.07 will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

14.08 Union Business:

- (a) The Company will grant leave of absence to Bargaining Unit Employees who are appointed or elected to Union office. The Bargaining Unit Employee who obtains this leave of absence shall return to the Company within thirty (30) calendar days after completion of their term of employment with the Union.
- (b) The Company will grant leave of absence to Bargaining Unit Employees who are elected as representatives to attend Union meetings and Union conventions or as members of any Negotiating Committee of USW in order that they may carry out their duties on behalf of the Union.
- (c) In order for the Company to replace the Bargaining Unit Employee with a competent substitute, it is agreed that before the Bargaining Unit Employee receives this leave of absence, as set forth in Article 14, Sections 14.08(a) and (b) above, the Company will be given due notice in writing; in the case of Article 14 Section 14.08(a), twenty (20) calendar days; and in the case of Article 14, Section 14.08(b), five (5) calendar days.

ARTICLE 15 – HEALTH & SAFETY

15.01 Common Concern and Responsibility:

- (a) The Company and the Union acknowledge their common concern and responsibility for maintaining a safe and healthy working environment to prevent industrial injury and illness. In order to affect a thoroughly understood and accepted Safety and Health Program for Bargaining Unit Employees at work, it is agreed that joint and cooperative methods shall be encouraged.
- (b) The Company shall continue to make provisions for the health, safety and working environment of the Bargaining Unit Employees. All Bargaining Unit Employees, Union representative(s), Co-Chair of the JHSC, appropriate Safety Representatives and/or Crew Safety Representative and representatives of the Union shall have the right to discuss matters pertaining to health, safety and environmental conditions. Matters brought forward will be discussed and if required, investigated promptly. To this end, Joint Occupational Health & Safety Committee will be established.

15.02 **Joint Occupational Health & Safety Committee:**

- (a) The Company and the Union agree to form a Joint Occupational Health & Safety Committee (“JHSC”) in accordance with applicable laws.
 - (i) The JHSC shall be comprised of both Company and Union representatives established and responsible for both Sites.
 - (ii) Have at least four (4) Company representatives and at least four (4) Bargaining Unit Employees and consists of both worker representatives and Company representatives who have knowledge of the Sites.
 - (iii) Inclusive in the JHSC will be two (2) Co-Chairs, one (1) Union representative and one (1) Company representative.
- (b) All serious incidents and serious near miss incidents that caused or could have caused serious injury shall be investigated by persons within the Company knowledgeable in the type of work involved along with a Union representative and an employee Co-Chair of the JHSC or their designates provided such individuals are reasonably available.
- (c) The Company and Union agree to provide access to all reports, plans and records pertinent to the work of the JHSC and provide a reasonable facility to carry out inspections and investigations.
- (d) The occupational health and safety program must be designed to prevent injuries and occupational diseases, and without limiting the generality of the foregoing, the program must include:
 - (i) a statement of the Company’s aims and the responsibilities of the Company, supervisors and workers, including contractors and sub-contractors;
 - (ii) for the regular inspection of premises, equipment, work methods and work practices, at appropriate intervals, to ensure that prompt action is undertaken to correct any hazardous conditions found;
 - (iii) appropriate written instructions, available for reference by all workers;
 - (iv) provision for holding periodic JHSC meetings monthly, at a minimum, or as agreed upon by the JHSC co-chairs
 - (v) provision for a mutually agreed upon process for anonymous employee safety suggestions to then be reviewed by the JHSC
 - (vi) provision for prompt investigation of incidents to determine the action necessary to prevent their recurrence;
 - (vii) Access to all HSE statistics and reports associated with incidents and inspections.

- (viii) provision by the Company for the training and supervision of workers in the safe performance of their work.
- (e) The Co-Chairs of the JHSC, or their designates if practicable, shall accompany a WorkSafe BC inspector during workplace visits.

15.03 Pay for Meetings:

- (a) The Company will pay double time (2X) rates, to Bargaining Unit Employee members for the actual time spent in attending JHSC meetings outside of working hours. JHSC Committee Members who attend meetings outside of working hours will call in to a virtual meeting and only be paid for the actual duration of the meeting, not a full shift.
- (b) Bargaining Unit Employees who attend JHSC meetings during their shift, will be paid at their regular rate.
- (c) Where JHSC meetings are held during working hours, with the consent of the Company, the Bargaining Unit Employees' time will not be deducted for attending such meetings or investigations into accidents.

15.04 Minutes: The Company will provide and post minutes of all JHSC meetings within five (5) working days following such meetings, exclusive of Saturdays, Sundays, and recognized holidays. The minutes will be jointly signed by the Co-Chairs of the JHSC or their designates and if there are any disputes they shall be recorded in the minutes. The JHSC minutes will be submitted to the Site Management and Union.

15.05 Injuries & Claims:

- (a) Should the Company request a meeting with a Bargaining Unit Employee to discuss their claim with WorkSafe BC, they will be entitled to request a Union representative when practicable.
- (b) If a Bargaining Unit Employee requests a copy of the Company's First Aid Report completed by the First Aid Attendant involving that Bargaining Unit Employee's report, it shall be provided.

15.06 Serious Incidents and Serious Near Misses:

- (a) The Union Co-Chairperson or their designate and a member of the Joint Health & Safety Committee, shall be notified promptly in order that they may attend the site of a serious incident or serious near miss required to be reported to WorkSafe BC.
- (b) Except as otherwise directed by an officer of WorkSafe or Peace Officer a person must not disturb the scene of an incident that is reportable except so far as necessary to:
 - (i) attend to persons who are injured
 - (ii) prevent further injuries or death; or
 - (iii) protect property and environment that is endangered as a result of the incident.

- (c) Provided such individual is reasonably available and provided they comply with Company policies and procedures for conducting investigations, then a representative of the Union shall have access to investigations which shall be arranged expeditiously if requested, and Company officials shall accompany the Union official.

15.07 Fatalities:

- (a) If a workplace fatality occurs, the Company shall notify the President of the Union immediately after notification to Worksafe BC in order that either they or their designee's may attend any inspection of the accident site. Accordingly, they will be provided with all available pertinent information concerning the fatality. Bargaining Unit Employees of the Company so designated shall not lose regular pay for participation in this process.
- (b) Any one or all Bargaining Unit Employees working in the immediate proximity when a fatal accident has occurred may without discrimination refrain from working the balance of the shift.

15.08 Right to Refuse Unsafe Work:

- (a) The Company and the Union agree to cooperate in developing and maintaining a strong sense of safety awareness among Bargaining Unit Employees and supervisors. It is, therefore, recognized that every Bargaining Unit Employee has the right to refuse work if they have reasonable cause to believe that to perform the work would create undue hazard to the health or safety of any person.
- (b) A Bargaining Unit Employee must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that Bargaining Unit Employee has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
 - (i) A Bargaining Unit Employee who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to Article 15, Section 15.08(b) must immediately report the circumstances of the unsafe condition to their supervisor or the Company.
- (c) The supervisor or the Company after receiving a report made under Article 15, Section 15.08(b)(i) must immediately investigate the matter and;
 - (i) ensure that any unsafe condition is remedied without delay, or
 - (ii) if in their opinion the report is not valid, must so inform the Bargaining Unit Employee who made the report.
- (d) If the procedure under Article 15, Section 15.08(c) does not resolve the matter and the Bargaining Unit Employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or the Company must investigate the matter in the presence of the Bargaining Unit Employee who made

the report and in the presence of a Bargaining Unit Employee member of the joint committee, or their designate.

- (e) Where the Company offers refused work to another Bargaining Unit Employee, management must inform the new Bargaining Unit Employee that the offered work is the subject of a work refusal, including the rationale for the refusal. The Company commits to communicating the resolution from the initial concerns back to the originating Bargaining Unit Employee.
- (f) If the investigation under Article 15, Section 15.08(d) does not resolve the matter and the Bargaining Unit Employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, either the supervisor, the Company or Bargaining Unit Employee, must choose to notify an officer of WorkSafe BC, to have the matter heard and resolved.

15.09 **Injury at Work:** When a Bargaining Unit Employee is injured at work and the examining physician recommends that the Bargaining Unit Employee not return to work they shall be paid at their hourly rate of pay for the remainder of the day on which they were injured. When the examining physician states that the injured Bargaining Unit Employee is not able to return to work on the same day, the Bargaining Unit Employee shall be paid their hourly rate of pay for the total time lost as a result of the injury on the day of the incident. The Company shall provide transportation required for Bargaining Unit Employees injured at work, to their final destination, whether it be a hospital or home.

15.10 **WHMIS:** The Company will continue with its Workplace Hazardous Materials Information System (WHMIS) Training Program to ensure that all Bargaining Unit Employees are kept up to date with material identification and use.

15.11 **Contractors & Sub-Contractors:**

- (a) The Company shall inform all contractors and sub-contractors of relevant Safety Rules and Procedures and shall ensure such Regulations and Safety Rules are enforced.
- (b) The Company further agrees that procedures are in place for the transportation of all injured workers.

15.12 **Duty to Accommodate:** The Company and the Union recognize that each is subject to obligations under the Human Rights Act (British Columbia).

ARTICLE 16 – CONTRACTORS AND NON-BARGAINING UNIT WORKERS

16.01 **Contracting Out:** The Company will not contract out work that will result in the lay-off of a Bargaining Unit Employee and will not permanently replace a Bargaining Unit Employee position with a contractor should the Bargaining Unit Employee be terminated, quit, retire, or otherwise cease to be employed. Furthermore, the use of contractors will not result in the reduction of the Bargaining Unit Employee's regular scheduled hours or development opportunities for competent and qualified Bargaining Unit Employees.

16.02 **Non-Bargaining Unit Employees:** The Parties agree that the Company will have the right to deploy non-Bargaining Unit Employees to support the efficient and viable

operations of the Sites, provided that there are no competent and qualified Bargaining Unit Employees available to do such work. This process will not result in the layoff of any Bargaining Unit Employees. The Company will not replace a Bargaining Unit Employee with a non-Bargaining Unit Employee should they be terminated, quit, retire, or otherwise cease to be employed.

- 16.03 **Status Updates:** A standing agenda item for Labour Management Meetings will be the use of contractors, including the status of existing and future projects for which contractors and non-Bargaining Unit Employees are being deployed.
- 16.04 **Vacancies:** If a Bargaining Unit full-time position becomes vacant, the Company shall hire, and fill the vacancy with a Bargaining Unit Employee as soon as practicable.
- 16.05 **Long Term Placements:** Should the Company require contractor(s) or non-Bargaining Unit Employees to perform work that is normally performed by Bargaining Unit Employees, on a temporary basis, for a period of more than twelve (12) consecutive months, the Company and Plant Committee will meet during Labour Management Meetings to discuss options pertaining to the applicable position(s). Options that will be discussed include, up to but not limited to:
- (a) the possibility of creating one or more new permanent Bargaining Unit Employee position(s); and
 - (b) the reasons the Company is considering to extend the contractor(s) or non-Bargaining Unit Employee(s).
- 16.06 **Special Projects:** In the event the Company is conducting special projects involving the use of contractors or non-Bargaining Unit Employees doing work that is normally performed by Bargaining Unit Employees, and if the Company anticipates that the special project will exceed a period of eighteen (18) months, the Plant Committee shall meet with the Company during a Labour Management Meeting to discuss options pertaining to the position(s) not less than thirty (30) days prior to the commencement of the special project. The Union may provide the Company recommendations on how to use primary reliance on its Bargaining Unit Employees for some or all of the work.

ARTICLE 17 – EMPLOYEE WELLNESS

- 17.01 **Employee and Family Assistance:** The Company shall continue to provide a Bargaining Unit Employee and their family members a family assistance service.
- 17.02 **Anti-Harassment:** The Company and Union agree that there shall be no discrimination, harassment or intimidation against any Bargaining Unit Employee because of a person's race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, union membership, or because of a criminal or summary conviction that is unrelated to the employment or intended employment of that person.

ARTICLE 18 – EDUCATION TRUST FUND

- 18.01 **Contribution:** The Company will contribute four cents (\$0.04) for each hour worked by a Bargaining Unit Employee into an education fund administered by the Local Union (the “Fund”).
- 18.02 **Remittance of Contributions:** The Company shall remit the contributions to the Local Union on a monthly basis with a written statement of names of the Bargaining Unit Employees for whom the contributions were made and the hours worked by each such Bargaining Unit Employee during the previous month.
- 18.03 **Fund Programs:** The Fund will be used to develop and deliver Union programs, and to pay for time lost from work to attend education and training, travel, accommodation and such other reasonable costs regarding the operation and administration of the Fund.

ARTICLE 19 – SAFETY EQUIPMENT

- 19.01 **Personal Protective Equipment (PPE):** The Company shall provide personal protective equipment (PPE) to Bargaining Unit Employees as identified in the Company's HSE Policy Handbook titled “Personal Protective Equipment”.
- 19.02 **Cost:** Safety equipment and clothing supplied at no cost to the Bargaining Unit Employee on the effective date of this Agreement will continue to be supplied at no cost to the Bargaining Unit Employee.
- 19.03 **Steel-Toed Safety Boots:** All hourly Bargaining Unit Employees employed on December 31st of the current year shall receive a five-hundred (\$500.00) dollar boot allowance paid on the second pay period in January of the upcoming year, for the purchase of CSA approved safety footwear.
- 19.04 **Prescription Safety Glasses:** Where prescription lenses and side shields are required for Bargaining Unit Employees, the Company will reimburse the entire cost of prescription safety glasses and/or prescription safety sunglasses.

Reimbursements are limited to one pair of each type every two (2) years, unless damage warrants necessary replacement.

ARTICLE 20 – HUMANITY FUND

- 20.01 **Deductions:** The Company agrees to deduct on a bi-weekly basis the amount of not less than two cents (\$0.02) per hour from the wages of all Bargaining Unit Employees in the Bargaining Unit for all hours worked.
- 20.02 **Remittance of Contributions: Prior to the 15th day of the month following said deduction,** the Company shall pay the amount so deducted to the "Humanity Fund" and forward such payment to United Steelworkers National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7. The Company will advise in writing both the Humanity Fund at aforementioned address and the Union that such payment has been made, the amount of such payment and the names of all employees in the Bargaining Unit on whose behalf such payment has been made.

- 20.03 **Discontinuance of Participation:** It is understood and agreed that participation by a Bargaining Unit Employee in the Humanity Fund program of deductions set forth above may be discontinued by any Bargaining Unit Employee after the receipt by the Company and the Union of that Bargaining Unit Employee's written statement of their desire to discontinue such deductions from their pay.
- 20.04 **Indemnity:** The Union agrees to indemnify the Company and save it harmless against any claims which may arise in complying with the provisions of this article.

ARTICLE 21 – SEVERANCE PAY FOR SITE CLOSURE

- 21.01 **Permanent Partial Closure:** A permanent partial closure occurs when a major operating component of a Site is declared closed by the Company or has not operated for a period of twenty-four (24) months.
- 21.02 **Permanent Closure:** In the event a permanent closure is declared by the Company, or a Site has not operated for a period of twenty-four (24) months the Bargaining Unit Employees who were Bargaining Unit Employees of record at the commencement of the closure are entitled to severance pay.
- 21.03 **Severance Pay:** Severance pay is calculated on the basis of the Bargaining Unit Employee's continuous Company service date at the date of the layoff, not the permanent closure.
- 21.04 **Termination:** Bargaining Unit Employees terminated by the Company because of permanent closure of its Site(s) shall be entitled to severance pay equal to one (1) week (12hrs x 7 days = 84 hours) for each year of continuous service to a maximum of 26 weeks.

ARTICLE 22 – DISCIPLINE

- 22.01 **Procedure:** The Company shall ensure that when a Bargaining Unit Employee is being investigated or disciplined, an available Shop Steward shall be present as a witness. In such case, if there is no Shop Steward immediately available, another Bargaining Unit Employee on shift, of the Bargaining Unit Employee's choice shall be provided in place of the Shop Steward. The foregoing shall not be construed as limiting the number if Company representatives present.
- 22.02 **Sunset Clause:**
- (a) Copies of all discipline shall be sent to the Union.
 - (b) Discipline shall be deemed void after twenty-four (24) months, provided there has not been a further infraction.

ARTICLE 23 – GRIEVANCE PROCEDURE

- 23.01 **Procedure.** The Company and the Union mutually agree that, when a grievance arises at the Sites coming under the terms of this Agreement, it shall be taken up in the manner set out below:

Step One: The individual Bargaining Unit Employee involved, with or without a Shop Steward, shall first take up the matter with the supervisor directly in charge of the work within fourteen (14) days after the date on which said Bargaining Unit Employee is notified orally or in writing, or on which the Bargaining Unit Employee ought to have been aware of the action or circumstances giving rise to the grievance. A policy grievance filed or declared by a member of the Plant Committee, the Union or by the Company, shall commence at Step 3 of the grievance procedure. Where the Union and Company agree that a grievance is a group or et al. grievance, such grievance will begin at Step 2.

Step Two: If a satisfactory settlement is not reached at Step One, a member of the Plant Committee or a Shop Steward shall take up the grievance with the operations superintendent for the Company. A statement in writing of the alleged grievance, together with a statement in writing by the supervisor, shall be exchanged by the Parties concerned.

Step Three: If the grievance is not then satisfactorily resolved, it shall be referred to the Local Union Representative and the Company's management.

Step Four: If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as set forth in Article 24.

23.02 **Time Limit:** The time limits for both parties for Step 1, 2 and 3 are fourteen (14) days. Either party can request an extension. No request shall be unreasonably denied.

ARTICLE 24 – ARBITRATION

24.01 Grievances:

- (a) In the case of a dispute arising under this Agreement, which the Parties are unable to settle between themselves as set out in Article 23, the matter shall be determined by arbitration as follows:
 - (i) Either Party may notify the other Party in writing, by registered mail, or email, of the question or questions to be arbitrated.
- (b) Once referred to arbitration, the Parties will mutually agree on an Arbitrator to hear the grievance.
- (c) The decision of the Arbitrator shall be final and binding for both parties.

24.02 **Cost Sharing:** The Parties shall jointly bear the cost of the Arbitrator.

24.03 **Place of Hearing:** The venue and Location of hearing shall be mutually agreed to by the Parties.

ARTICLE 25 – CAMP AND NON-CAMP BASED EMPLOYEES

25.01 **Camp Stay:** The Company provides a camp for workers that work at the 2-10 Site and C-11-K Site. With the exception of road conditions, fatigue and working extra hours upon request, Bargaining Unit Employees shall select whether to commute daily or travel from

out of town to either of the Sites. This selection can be changed up to two (2) times per calendar year.

25.02 Travel:

(a) Non-Camp Based Bargaining Unit Employees

- (i) The Company shall supply Bargaining Unit Employees two (2) vehicles per Site to go between the Sites and town during their hitch. Bargaining Unit Employees will carpool when practicable to do so. The vehicles will have the following features:
 - (A) 4x4 pick-up or SUV; and
 - (B) studded winter tires (when the vehicle is being operated during winter months).
- (ii) Bargaining Unit Employees who are required to transfer pool vehicles in Fort St John between hitches to another Bargaining Unit Employee who is starting an oncoming shift will be compensated at their regular hourly rate for the portion of time that exceeds thirty (30) minutes. This compensation shall only apply to circumstances beyond the Bargaining Unit Employee's reasonable control.
- (iii) A Company gas card will be supplied with every Company vehicle that is provided to a Bargaining Unit Employee, provided that the vehicle and gas card are used strictly for Company purposes.
- (iv) The Company shall pay Bargaining Unit Employees who do not stay in camp, a fifteen percent (15%) northern transportation allowance (up to an annual maximum of \$30,000) in addition to their base regular rate of pay for hours worked while on shift.

(b) Camp Based Bargaining Unit Employees

- (i) The Company shall supply Bargaining Unit Employees with pool vehicles to go back and forth between camp and to Site during their hitch. The vehicles will have the following features:
 - (A) 4x4 pick-up or SUV; and
 - (B) studded winter tires (when the vehicle is being operated during winter months).
- (ii) A Company gas card will be supplied with every Company pool vehicle that is provided to a Bargaining Unit Employee, provided that the pool vehicle and gas card are used strictly for Company purposes.
- (iii) Bargaining Unit Employees who choose to use their personal vehicle to commute to Site from home and stay in camp will be eligible to expense up to a maximum of 1100 KMs per hitch for the distance travelled for their round trip. Bargaining Unit Employees will receive a per kilometer allowance in line with the Company's

expense policy. Should the allowance increase during the life of the Agreement, those increases shall be applied to the allowances highlighted below. The current allowance is:

First 5000 km	\$0.70
Every km thereafter	\$0.64

- (iv) For those Bargaining Unit Employees who stay in camp and who fly to Fort St. John in order to work at the Sites, the Company shall allow Bargaining Unit Employees to book a flight arriving in Fort St. John and a departure flight from Fort St. John through the Company provided travel website, to a maximum amount of \$770 (which is calculated using 1100km multiplied by the per kilometer allowance in Section 25.02(b)(iii) above). Should the per kilometer allowance in Article 25, Section 25.02(b)(iii) above increase then the maximum amount will increase accordingly. The Company shall make arrangements for these Bargaining Unit Employees to travel to and from the Fort St. John airport at the Company's cost.
- (v) Bargaining Unit Employees covered by Article 25, Sections 25.02(b)(iii) and (iv) above shall receive a fifteen percent (15%) rotator premium (up to an annual maximum of \$30,000) in addition to their base regular rate of pay for hours worked while on shift when staying in camp.

ARTICLE 26 – STRIKE AND LOCKOUTS

26.01 **Strikes and Lockouts:** During the term of this Agreement, the Company shall not cause or direct any lockout of Bargaining Unit Employees, and the Union or any Bargaining Unit Employee shall not authorize or in any way encourage or participate in any strike, walkout, suspension of work or slowdown on the part of any Bargaining Unit Employee or groups of Bargaining Unit Employees.

ARTICLE 27 – DURATION OF AGREEMENT

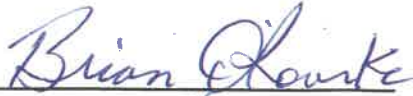
27.01 **Term:** The Parties hereto mutually agree that this Agreement shall be effective from and after the date of ratification, October 16, 2024, to February 29, 2028, and shall thereafter remain in effect up to the time that a subsequent agreement is reached.

27.02 **Exclusion:** The Parties hereto agree that the operation of Sections 50(2) and 50 (3) of the Labour Relations Code of British Columbia, R.S.B.C. 1992, C82 is excluded from this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the 2nd day of April, 2025.

USW Local 1-2017

ConocoPhillips Canada (BRC) Partnership,
by its managing partner,
ConocoPhillips Canada Resources Corp.

Per: 
Name: Brian O'Rourke
Title: USW 1-2017 President

Per: 
Name: Tristan Howes
Title: Manager, Montney Operations

Per: 
Name: Sean Ball
Title: USW Staff Representative

APPENDIX A

JOB CLASSIFICATIONS AND HOURLY WAGE RATES

Position	Current Rate	March 1, 2025 3.75%	March 1, 2026 3.5%	March 1, 2027 3.25%
Senior Operator	\$70.64	\$73.29	\$75.85	\$78.32
Operator 1	\$64.68	\$67.10	\$69.45	\$71.71
Operator 2	\$57.42	\$59.57	\$61.66	\$63.66
Operator 3	\$52.07	\$54.02	\$55.91	\$57.73
Operator 4	\$48.31	\$50.12	\$51.88	\$53.56
Operator 5	\$44.21	\$45.87	\$47.47	\$49.01
Operator 6	\$36.59	\$37.96	\$39.29	\$40.57
Lab Technician	TBD			

Ratification Payment

Bargaining Unit Employees will each receive a one time \$2500 payment upon ratification of the Agreement.

PREMIUMS

Level	Hourly Rate
1 st Class Steam	\$6.75
2 nd Class Steam	\$4.45
3 rd Class Steam	\$2.50
4 th Class Steam	\$1.00
Dual Ticket	\$1.50
Panel Premium	\$3.12
Night Shift Premium	\$3.18

Variable Cash Incentive Program (VCIP)

Bargaining Unit Employees are eligible to participate in the ConocoPhillips VCIP program as administered by the Company.