

MEMORANDUM OF UNDERSTANDING  
(NOT TO APPEAR IN THE COLLECTIVE AGREEMENT)

Between

SUNCOR ENERGY INC., OIL SANDS ("the Company")

And

UNIFOR Local 707a ("the Union")

TEMPORARY FULL-TIME EMPLOYEES

Whereas the parties are signatory to a collective agreement expiring May 1, 2023, and

Whereas the parties are signatory to a Memorandum of Understanding for Temporary Full-Time Employees expiring December 31, 2023, and

Whereas the Company is implementing Autonomous Haul Systems (AHS), and

Whereas there is a need to hire Heavy Equipment Operators in the Mine Department, and

Whereas in an effort to minimize any negative impacts associated with a workforce reduction,

The parties agree to the following effective **October 10, 2022**:

1. Temporary Employees in the Mine Department will be hired at L rate and will be entitled to a wage increase to H rate at 3 months of continuous service. They will be entitled to a wage increase to G rate at 15 months of continuous service. They will be entitled to a wage increase to F rate at 25 months of continuous service subject to achieving qualification on a 2nd function. They will be entitled to a wage increase to D rate at 40 months of continuous service subject to achieving qualification on a 3rd function. **They will be entitled to a wage increase to C rate at 52 months of continuous service.**
2. Temporary Employees hired in Mine Department will be trained and qualified on Haul Truck **(Electrical and Mechanical)**. Temporary Employees may also be trained on a **3rd** function as required by the Company during the period of their employment **(the 3rd function can be any of the 9 functions listed in the collective agreement)**.
3. In the event a person is hired under this memorandum is subsequently hired as a Regular Employee, they will be entitled to the 'Regular' wage rate in accordance with the collective agreement and the Mine/Tailings Department Salary and Job Progression Chart and Notes, provided that they meet the progression requirements. The 'Regular' wage rate will be effective the date of Regular hire.
4. Temporary Employees will have equal status for overtime distribution.

5. Temporary Employees will be entitled to vacation in accordance with the Employment Standards Code of Alberta. Vacation pay will be paid bi-weekly.
6. Temporary Employees will be enrolled in the Company pension plan if they have worked in two consecutive calendar years subject to meeting eligibility criteria of the pension plan.
7. Temporary Employees are not eligible to participate in the Company's savings and group benefit plans.
8. Temporary Employees are not eligible to participate in Company retention or housing programs.
9. Temporary Employees will not attain or accumulate seniority.
10. Temporary Employees will not be entitled to severance.
11. Temporary Employees will be eligible to access Web Based Training modules ("WBTs").
12. In the event that it is necessary for the Company to reduce Temporary Employees in the Mine Department, they will be laid off in the reverse order of Company service.

Temporary Employees will be entitled to be recalled in reverse order of layoff to the Mine Department, provided the Temporary Employee has not been laid off for more than twelve months.

Temporary Employees on the Recall List are responsible to inform the Company of their whereabouts so that they may be contacted for Recall. The Company will notify the Temporary Employee by telephone. The Temporary Employee has 48 hours to respond to contact by telephone and must report to work within an additional 7 days.

For the purposes of layoff the date and time of notification of layoff shall be deemed the commencement of layoff and the date and time of notification of recall shall be deemed the official time of the recall regardless of which shift a recalled employee actually works in accordance with regular work schedules.

13. Temporary Employees will be given first consideration after internal applicants for any Regular vacancy in the Mine Department that occurs during the period of their employment. The Company agrees the Temporary Employee with the most service will be given preference for hire into a permanent position provided they have a minimum of three (3) months employment.
14. In the event a Temporary Employee is hired into a Regular Employee position in the Mine Department, the probation period pursuant to Article 11.05 will be waived, provided the employee has completed the probationary period as a Temporary Employee. If the Temporary

Employee has not completed their probationary period, the probation period will be equal to the time remaining in accordance to Article 11.05.

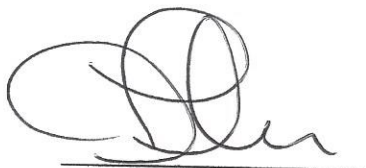
15. In the event a Temporary Employee is hired as a Regular Employee, their seniority date will be backdated to their last date of hire for those items of the collective agreement that are driven by seniority and not service. The Temporary Employee's service date will be the date of Regular hire. Such employees will be junior to any Regular Employee that coincidentally has the same effective seniority date.
16. **Three hundred (300) eligible Temporary Employees will be hired as Full-Time Employees, subject to the following:**
  - **Approximately thirty-three (33) eligible Temporary Employees will be hired every quarter**
  - **The three hundred (300) Temporary Employees will be entitled to salary and job progression in accordance with the collective agreement. The earliest these employees are entitled to any increases will be October 10, 2022. Payment may be processed later than this date and will be retroactive to this date.**

**All Temporary Employees, those being hired as Full-Time Employees per the above, and those remaining, hired under the terms and conditions of the Memorandum of Understanding for Temporary Full-Time Employees expiring December 31, 2023, will be deemed to have 'continuous service' for the applicable terms of this Memorandum of Understanding expiring per point 17 below.**

17. This memorandum will remain in effect until December 31, 2025.
18. The parties agree to meet to discuss the extension of this memorandum, if required, six (6) months prior to its expiry.
19. This will form the basis for Temporary Employee agreements in the Mine Department. In the event there are differences between collective agreement provisions and those contained in this memorandum, this memorandum shall apply.

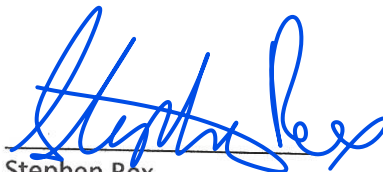
Signed this 27<sup>TH</sup> day of SEPT., 2022 in the Municipality of Wood Buffalo.

For the Union



Dirk Tolman  
Unit Chair  
Unifor, Local 707A

For the Company



Stephen Rex  
Director, Labour & Employee Relations  
Suncor Energy Inc.