

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**WORLEY INDUSTRIAL SERVICES ULC**  
(hereinafter referred to as the "Employer")  
**OF THE FIRST PART**

**AND:**

**GENERAL TEAMSTERS, LOCAL UNION NO 362**  
affiliated with the  
International Brotherhood of Teamsters  
(hereinafter referred to as the "Union")  
**OF THE SECOND PART**

October 1, 2021 – September 30, 2025



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## **ARTICLE NO. 1 - PURPOSE**

- 1.01 The Employer and the Union agree that the purpose and intent of this agreement is to promote co-operation and harmony, to recognize mutual interest, to provide a channel through which information and problems may be transmitted from one to another, to promote efficiency and service, and to set forth herein the rates of pay, hours of work, grievance procedures and other agreed conditions of employment.

## **ARTICLE NO. 2 - UNION RECOGNITION**

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all non-manual support personnel on the Syncrude Canada Limited site at Mildred Lake, AB, as noted in certificate number 93-2019 dated September 23, 2019, issued by the Alberta Labor Relations Board.
- 2.02 All work coming under the scope of this Agreement, and as noted in certificate number 93-2019 dated September 23, 2019 and issued by the Alberta Labor Relations Board, shall be done by employees of the Employer, and members of the Union described as *"All office and clerical employees on the Syncrude Canada Ltd. site at Mildred Lake except planners, schedulers, draftsmen, safety representatives, quality control personnel, cost analysts and senior buyers"*.
- 2.03 The Employer agrees that all employees in the bargaining unit who are members of the Union, shall as a condition of employment pay to the Union a sum equivalent to the Union's monthly dues, and any assessments levied in accordance with the Union's constitution.
- 2.04 The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement, shall as a condition of employment within thirty (30) days from the date of employment, become and remain members of the Union.
- 2.05 Upon written authorization from the employee, the Employer agrees to deduct Union Initiation Fees, dues, and assessments from the wage of each employee, and to transmit the monies so collected to the Union once monthly, together with a list of employees from whom such deductions have been made.

## **ARTICLE NO. 3 - MANAGEMENT RIGHTS**

- 3.01 The management of the business, including but not limited to , the direction of the working force, and the right to plan, direct, and control operations, hire, promote, discipline including discharge for just cause only, relieve employees from duty because of lack of availability of work, to determine shifts to be worked, to establish and maintain rules and regulations covering the operation, are vested in the Employer, and limited only by the provisions in the Agreement and Provincial law.

## **ARTICLE NO. 4 – PROBATION**

- 4.01 All newly hired regular employees shall be considered probationary employees for the first three (3) months of employment. This may be extended with notice to the Union to a maximum of six (6) months.



## **ARTICLE NO. 5 – PERMANENT AND TEMPORARY EMPLOYEES**

- 5.01 A permanent full time employee is a person hired to work full time hours on a continuing basis and who has completed the probationary period.

A Temporary or Casual employee is an individual hired by the Employer for a specific job category and hired for a specific period of time not to exceed six (6) months. Where the client requests to extend the duration of a temporary position, upon notification to the Union, an extension will be granted, but under no circumstances will a temporary position total more than twelve (12) months.

This excludes replacement for maternity, sick leave or leaves of absence relief that may have been granted by the Employer, in which case may exceed six (6) months.

## **ARTICLE NO. 6 - UNION HIRING HALL**

- 6.01 The Employer may, when there is a shortage of work for a temporary period not exceeding sixty (60) calendar days, place an employee on temporary Leave of Absence, subject to the following conditions:

- a) The employee must have been employed for a minimum of twelve (12) months, and
- b) The employee must be in agreement with the temporary Leave of Absence.

If the shortage of work continues beyond sixty (60) calendar days, the employee must be laid off.

Employee will be given first right of refusal if a similar position is offered by the company within six (6) month of the lay-off. This does not apply if the Employee was laid off for medical or fitness to work reasons or at the Employee's instance. This does not apply if the Employee was terminated for cause.

- 6.02 The Employer agrees during the lifetime of this Agreement to deduct working dues, Initiation Fees, annual assessments and monthly dues, and mail same, not later than the fifteenth (15<sup>th</sup>) day of the month following to the Union. The Employer shall, when remitting such monies, name the employees from whose pay such deductions have been made. The Union shall notify the Employer of the amount to be deducted, and any changes thereto. Working dues will not include the monthly dues normally paid by the member.
- 6.03 The Union agrees that the Employer will not be required to dismiss or suspend employees from employment who have been expelled or suspended by the Union, unless such expulsion by the Union was for just cause. Any disputes in this manner shall be subject to the grievance procedure, including arbitration if necessary, during which period of time the Union agrees to take no action, except to actively ensure that there are no strikes, lockouts, or similar action by the Union members.
- 6.04 The Employer retains the right to reject any individual referred for employment who is deemed not to be qualified, based on Employer-conducted tests for skills and proficiency. The Shop Steward will be notified prior to a test being conducted, and may review the results of the test upon request, if the individual is dispatched for employment.

## **ARTICLE NO. 7 - UNION CO-OPERATION and REPRESENTATIVES**

- 7.01 The Union agrees to uphold the rules and regulations of the Employer in all respects, and to co-operate in maintaining and improving safe working conditions and practices, including cleanliness and housekeeping.

- 7.02 The Business Representatives of the Union shall have access to the jobsite to conduct normal Union business, but in no case shall the visits interfere with the progress of the work. The Representative shall first clear with the manager or other supervisory personnel of the Employer.
- 7.03 The Employer agrees to recognize a Shop Steward as may be appointed by the Union from amongst the employees, and no discrimination shall be shown against the Steward for carrying out duties as a recognized Shop Steward. It is agreed by both Parties to this Agreement, that a Shop Steward has regular work to perform for the Employer, and any time away from such work to attend Union business shall have the prior approval of the Steward's supervisor. Alternate Stewards will be appointed by the Union to function during the regular Steward's absence. In no event shall both Stewards perform these duties simultaneously.

#### **ARTICLE NO. 8. - NO STRIKES OR LOCKOUTS**

- 8.01 The Employer agrees that it will not cause or direct any lockout of its employees, and the Union agrees that there will be no strikes, or other collective action, which will stop or interfere with the production during the life of this Agreement.

#### **ARTICLE NO. 9 - STATUTORY HOLIDAYS**

- 9.01 Statutory Holidays pay to be paid at five point five eight percent (5.58%) on hourly wages, every payday.

The following days will constitute the recognized holidays:

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

and any such day as may be declared a Holiday by the Federal and/or Provincial governments.

- 9.02 When a recognized holiday falls on a Saturday or a Sunday, the holiday will normally be celebrated on the following Monday. However, should the Owner determine another day be recognized for his operating personnel this day will be recognized by the Company forces.
- 9.03 The four (4) days off in a ten (10) day on four (4) days off work pattern will be considered scheduled days off for purposes of statutory holiday observance. Should a recognized statutory holiday fall on one of the four (4) days off it will be moved into the work week for observance.

#### **ARTICLE NO. 10 - VACATIONS**

- 10.01 The following vacation pay will apply:

Up to three (3) years service – six (6) percent;

More than three (3) years and up to seven (7) years service – seven (7) percent;

More than seven (7) years and up to ten (10) years service – eight (8) percent;

More than ten (10) years service and up to twelve (12) years service – nine (9) percent;

More than twelve (12) years service – ten (10) percent.



## ARTICLE NO. 11 - LEAVE of ABSENCE

- 11.01 Employer-authorized leave of absence without pay, for any other reason than ill health, shall be in writing, and will consist of a maximum of thirty (30) days. Any extension of leave of absence over thirty (30) days, shall be in writing, and agreed upon by the Union the Employer and the employee concerned.
- 11.02 **Bereavement Leave** - When a death occurs to a member of a regular employee's immediate family, the employee will be granted upon request, a Leave of Absence of three (3) days. The Member shall be compensated at their regular straight time hourly rate. The Member will also receive any other benefits entitled to them under the Alberta employment Standards Code. If the employee must travel more than four hundred (400) kilometers, add two (2) extra days.

The employee's immediate family is as follows: spouse or common-law partner; the employee's father and mother and the spouse or common-law partner of the father or mother; the employee's child(ren) and the child(ren) of the employee's spouse or common-law partner; the employee's grandchild(ren); the employee's brothers and sisters; the grandfather and grandmother of the employee; the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother; and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides, plus any others reference in the Alberta Employment Standards Code.

Recognition of common law spouse will be based on the employee having notified the Employer of their status prior to the bereavement.

- 11.03 **Jury Duty** Any regular full-time employee who is required to perform Jury Duty, or is required to appear as a witness in a court action resulting from an incident which directly involved the employee and the Employer during the employee's regular working day, will be reimbursed by the Employer for the difference between the pay received for Jury Duty, or witness fee, and the employee's regular straight time hourly rate of pay for regular scheduled hours of work.

It is understood that such reimbursement shall not be for hours in excess of the regularly scheduled straight time hours per week, less pay received for Jury Duty, or witness fee, whichever applies.

The employee will be required to furnish proof of jury service or witness attendance, and Jury Duty pay or witness fee received. Employees on Jury Duty or called as witnesses shall, subject to this provision, make themselves available for work before or after being required for such duty, whenever practicable.

This clause does not apply to an employee on leave of absence, or when receiving benefits under the Health and Welfare Plan, or on annual vacation or Workers' Compensation.

## ARTICLE NO. 12 - HOURS of WORK, SHIFT and OVERTIME, and REPORTING PAY

- 12.01 The normal work week will consist of five (5) consecutive days of eight (8) hours each, beginning on Monday and continuing through Friday, between the hours of 8:00 a.m. and 4:30 p.m., or as an option: ten (10) hours per day, Monday through Thursday or Tuesday through Friday, with one-half (1/2) hour unpaid for lunch break approximately midway through the shift.

If buses are provided by Syncrude then start times shall coincide with the busing schedule.

The normal work week for individuals within a classification or classifications may be amended by mutual consent of the Employer and the Union. The maximum hours per week at which straight time will be paid will not exceed forty (40) hours.

Start times can be between 7:00 a.m. and 8:00 a.m.

An employee must have at least eight (8) continuous hours off between regular shifts, or will be paid the applicable overtime rate for all hours worked in excess of the first eight (8) until such time as the employee does have eight (8) continuous hours off. No employee shall lose pay on a normal shift due to taking the required eight (8) hour break.

- 12.02 **Shifts** - It may be necessary to operate the business using shifts to provide essential coverage. The desired coverage may be achieved by the usage of shift scheduling.

It is understood that in establishing the work schedules, the Employer will, to the extent possible, arrange schedules that are mutually acceptable by the Employer and the Union. Normal overtime work after the regular work day, and overtime work on Saturday and Sunday, does not constitute a shift. The Employer retains the right to assign employees to the shifts, to ensure the efficient operation of each shift.

The establishment of a one, two or three shift system, to provide seven days per week coverage at straight time, will be by mutual agreement between the Union and the Employer.

- 12.03 The Employer will ensure that the hours paid at straight time rate will not exceed eight (8) hours per shift, and forty (40) hours per week.

- 12.04 A shift premium of three dollars (\$3.00) per hour will be paid for all shifts commencing outside the hours and conditions referenced in Article No. 12.01. There shall be no pyramiding of shift premiums.

- 12.05 An employee who is assigned or is requested to work a shift other than the employee's regular shift, shall suffer no loss of pay by such shift change.

Shift work shall be worked for a minimum of three (3) consecutive working days, otherwise overtime rates shall be paid for all hours worked outside the regular daily or weekly hours.

- 12.06 When an employee reports to work, and is not given the opportunity to work because none is available, or was not advised before the completion of the previous day's work, the employee shall be paid two (2) hours reporting time, and allowed to leave the job immediately.

If an employee has started to work on the employee's regular shift, the employee shall be paid not less than four (4) hours pay. When the employee works more than four (4) hours, but less than eight (8) hours, on the employee's regular shift, the employee shall be paid a minimum of eight (8) hours pay.

- 12.07 An employee called to work after completing a regular shift will be paid a minimum of two (2) hours at two (2) times the regular rate of pay, provided the employee if requested, performs available work for the minimum pay period.

- 12.08 These clauses shall not be operative when an employee is asked to extend the working day for which only actual hours worked will be paid.

- 12.09 **Overtime**

- a) All hours worked in excess of the daily or weekly maximum will be overtime, and paid as follows;
  - time and one-half (1 ½) the first two (2) hours, Monday through Friday
  - double time (2x) after the first two (2) hours Monday through Friday, and all hours on Saturdays, Sundays and Statutory Holidays.



- b) When an employee is required to work in excess of two (2) hours past their normal quitting time, the Employer agrees to supply a meal. The employee will be allowed a thirty (30) minute meal break at straight time pay, in which to eat the meal. Normally the meal would be taken at 6:30 p.m., and in four (4) hour intervals after the conclusion of each subsequent meal break. It will however, be the prerogative of the Employer to arrange meal breaks for efficiency and convenience of the job. If no meal is provided a twenty dollar (\$20.00) meal allowance will be paid.

- 12.10 Overtime on the 4-10 hour day operation - when the four (4) ten (10) hour day operation is being worked, all hours in excess of ten (10) hours on any of the four (4) days will be paid at double time (2x). When the Friday is worked on the Monday through Thursday option, or the Monday is worked on the Tuesday through Friday option, the first ten (10) hours will be at time and one-half (1 ½), and all hours in excess of ten (10) hours will be at double time (2x).

### **ARTICLE NO. 13 - PAYMENT CONDITIONS**

- 13.01 Wages will be paid weekly by cheque or electronic deposit. Should an employee, due to his inability to provide a bank account number or void cheque, this shall not be considered a condition of employment and an exception to direct deposit will be made if banking arrangements cannot be established, supported in writing, with a recognized financial institution. The payroll period will generally close at 12:00 midnight on Saturday, however, in order to meet the job requirements, the Company may close the payroll earlier. This will be established as a job condition and those affected so notified. Wages will be distributed not later than the following Thursday before the end of the shift except during a week when a Statutory Holiday falls on a Monday, in which case wages will be distributed no later than the following Friday before the end of the shift.

Employees who are laid off or terminated from the services of the Company shall normally receive their final wages, vacation pay due and employment insurance record of earnings before they leave the jobsite. Employees who quit, will have their final pay and employment record of earnings mailed or deposited no later than the date of the next regular pay day for the earnings involved.

It is recognized that there will be certain occasions when the above procedure is not possible for terminated or laid-off employees. In these cases final wages, vacation pay due and employment insurance record of earnings will be mailed to the employee's last recorded home address within three (3) working days exclusive of Saturdays, Sundays and Statutory Holidays.

Should wages, vacation pay and employment insurance record of earnings not be mailed within this time period, the Company will pay a penalty of one hundred dollars (\$100.00) per day, exclusive of Saturdays, Sundays and Statutory Holidays, until the mailing is made. Penalties will not be payable in the event that only employment insurance record of earnings are late mailed.

Complaints/grievances with respect to non-receipt of wages, vacation pay due and employment insurance record of earnings must be raised on a timely basis, in any event, not more than ten (10) working days, exclusive of Saturdays, Sundays and Holidays from date of termination.

Should employees be short paid ten (10) or more hours or equivalent value on their weekly pay cheque or electronic deposit, the Company will provide a make up payment no later than the third business day after the shortage was brought to their attention. Should this payment not be made, the applicable provisions in this Article will apply.



## ARTICLE NO. 14 - CLASSIFICATIONS and RATES of PAY

14.01 Hourly rates of pay will be as follows:

CLASSIFICATION	CURRENT RATE
Administration I	\$29.71
Administration II	\$31.99
Administration III	\$33.99
Administration IV	\$35.42

For new employees, people will be placed into one (1) of the four (4) classifications based on their knowledge, skills, and ability. The requirements to be met by the employee, is as follows:

- 1) Safety
- 2) Qualifications (knowledge and skills)
- 3) Individual merit and competence
- 4) Attendance record
- 5) Performance and capability
- 6) Quality of work
- 7) Initiative (attitude)
- 8) Communication skills – written and verbal
- 9) Productivity
- 10) Problem solving
- 11) Dependability

Should an employee not be meeting their work performance expectation, the above Administration progression II, III and IV can each be extended for a period of three (3) additional months.

Upon date of hire, the employee will be classified as Administration I.

After twelve (12) months from date of hire, the employee will be classified as Administration II.

After twenty-four (24) months from date of hire, the employee will be classified as Administration III.

After thirty-six (36) months from date of hire, the employee will be classified as Administration IV.

Should an employee not be meeting their work performance expectation, the above Administration progression II, III and IV can each be extended for a period of three (3) additional months.

By mutual agreement between the Parties, employees can be paid above their years of service administration rate of pay for situations that warrant such rate of pay.

Wage rates to be reviewed in line with the Provincial Construction Agreement rate change.

14.02 From time to time, the Employer may appoint a person(s) to a project and may mutually agree with the Member to pay a wage above that which is provided for in the appropriate wage classification. The Employer agrees to notify the Local Union of such arrangement, including the expected duration of the project and the agreed upon wage. The Employer will advise the Employee in writing at the time of the appointment whether the original position will be made available to him or her at the conclusion of the appointment. If the appointment is not going to be made available to the Employee, the Employee has the right to refuse the appointment without repercussions.

## **ARTICLE NO. 15 - HEALTH and WELFARE, and PENSION PLANS**

- 15.01 The Employer shall contribute two dollars and ninety cents (\$2.90) per hour for each hour for which wages are payable hereunder to General Teamsters Local Union No. 362 Health and Welfare Plan.

The Employer shall contribute the rate outlined in the General Teamsters Collective Agreement for the General Construction Sector for each hour for which wages are payable. Should the contribution rate in the General Teamsters Local Agreement for the General Construction Sector exceed the above contribution rate, the Employer agrees to remit the rate as defined in the General Construction Sector Agreement. The contributions are payable to General Teamsters, Local Union No. 362 Health and Welfare Plan.

- 15.02 The Employer shall contribute six dollars and ninety cents (\$6.90) per hour for each hour earned for which wages are payable hereunder to the plan.

The Employer shall contribute the rate outlined in the General Teamsters Collective Agreement for the General Construction Sector for each hour for which wages are payable. Should the contribution rate in the General Teamsters Local Agreement for the General Construction Sector exceed the above contribution rate, the Employer agrees to remit the rate as defined in the General Construction Sector Agreement. The contributions are payable to General Teamsters, Local Union No. 362 Pension Plan.

- 15.03 Contributions and remittances referred to in the applicable Sections shall be remitted monthly by the fifteenth (15<sup>th</sup>) day of the month following that to which they refer, together with an agreed-to form which shall provide full instructions.

- 15.04 Timely payment of contributions to the trust funds provided for in this agreement is essential for the protection of the beneficiaries.

## **ARTICLE NO. 16 - DISCIPLINE**

- 16.01 It is agreed that employees will only be discharged or disciplined for just cause, with all actions subject to the Grievance Procedure.

## **ARTICLE NO. 17 - GRIEVANCE PROCEDURE**

- 17.01 There shall be an earnest effort on the part of both Parties to this Agreement, to settle promptly through the procedures set out herein, any complaints, grievances, or disputes arising from the interpretation, application or administration of this Agreement.

- 17.02 All grievances to be dealt with under Step 2 below shall be in writing, on forms supplied, and signed by the employee having such grievance.

- 17.03 Written grievances, to be valid, shall set out the nature of the grievance, the Article or Articles of the Agreement alleged to have been violated, and the nature of the remedy sought, and shall not be subject to change at later Steps, except by mutual agreement in writing with the Employer, or, in the case of remedy, by an Arbitration Board.

- 17.04 In determining the time which is allowed in the various Steps, Saturday, Sunday and Statutory Holidays shall be excluded, and any time limits may be extended by mutual agreement in writing.

- 17.05 If advantage of the provisions of Articles No. 15 and 16 hereof is not taken within the same limits specified therein, or as extended in writing as set out above, the grievance shall be deemed to have been abandoned, and may not be re-opened.





- 17.06 It is understood and agreed that an employee does not have a grievance until the employee has discussed the matter with the Manager, or other supervisory personnel acting in this capacity, and given the Manager an opportunity of dealing with the complaint. The Manager's decision shall be made known to said employee within forty-eight (48) hours.

The employee shall always have the right to have the Shop Steward present when discussing such matters or grievances.

Grievances promptly arising under such agreement shall be adjusted and settled as follows:

**Step 1** - Within ten (10) days after the circumstances giving rise to the grievance occurred or originated, the aggrieved employee with or without the Steward, shall present the grievance orally or in writing to the Supervisor. If a settlement satisfactory to the Union and the employee concerned is not reached, a grievance may be presented as indicated in Step 2 within ten (10) days.

**Step 2** - The aggrieved employee may, with the Steward or Union representative, present the grievance which shall be reduced to writing, to the Labour Relations Manager. Should no settlement satisfactory to the employee and the Union be reached within ten (10) days, the next Step in the Grievance Procedure may be taken.

**Step 3** - The Union, if it considers it a valid grievance, may submit the grievance to the Employer, and the respective designated officials of both Parties shall meet as promptly as possible thereafter, in an endeavor to settle the grievance. If a satisfactory settlement is not reached within ten (10) days from this meeting, and if the grievance is on which concerns the interpretation or alleged violation of the Agreement, the grievance may be submitted to arbitration as provided in Step 4.

**Step 4** - Failing settlement under the above Steps, the matter may be referred to an agreed upon neutral person to act as an Arbitrator who will meet with the Parties to hear both sides of the case. Failing to agree upon a neutral person, the Department of Labour will be requested to appoint a neutral Arbitrator.

The Arbitrator shall be required to hand down his decision within fourteen (14) calendar days following completion of the hearing and his decision shall be final and binding on the two (2) Parties to the dispute.

The Cost of the Arbitrator will be borne equally by the Union and the Company.

- 17.07 A grievance concerning Health and Welfare, or Pension Plan, contributions may be presented within thirty (30) days after the particulars of such grievance should have reasonably become first know to a Union representative.

- 17.08 The Employer, or the Union, may submit a written grievance for alleged violation of this Collective Agreement, to be dealt with in accordance with the above procedure, at Step 3.

#### **ARTICLE NO. 18 - SAVING CLAUSE**

- 18.01 Both Parties assume that any or all provisions of this Agreement conform with all applicable laws of Alberta and/or Canada.

Should it be determined at any time that any provisions contravene such laws, then the Parties hereto agree to renegotiate such provision or provisions for the purpose of having them conform to the law, with all other provisions of this Agreement not being affected thereby.



## ARTICLE NO. 19 - TERM of AGREEMENT

19.01 This Agreement shall be in full force and effect as of the first (1<sup>st</sup>) day of October 2021 until the thirtieth (30<sup>th</sup>) day of September 2025, and from year to year thereafter until either Party serves the other Party with a written notice to commence collective bargaining, not more than ninety (90) days, nor less than thirty (30) days from the stated expiry date of the Agreement.

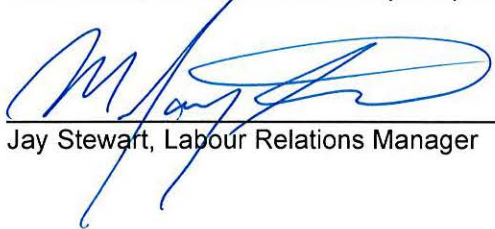
SIGNED THIS 6 DAY OF May, 2022

### ON BEHALF OF THE EMPLOYER:

Worley Industrial Services ULC



Don Austin, Senior Director People Operations



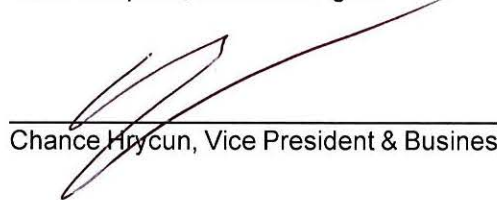
Jay Stewart, Labour Relations Manager

### ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362



Clint Campbell, Business Agent



Chance Hrycun, Vice President & Business Agent