

AGREEMENT

The AGREEMENT made and entered into this 21st day of January 2017

BETWEEN:

SPECTRA ENERGY Gas Plant Fort Nelson, BC

Hereinafter referred to as “The Company”

And

Unifor Local 862

Hereinafter referred to as “The Union”

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ARTICLE I - PURPOSE

- 1.01 In consideration of the mutual value of joint discussions and negotiations on matters pertaining to employer/employee relationships, the parties hereto agree that the purpose of this Agreement shall be to set forth terms and conditions of employment relating to rates of pay, hours of work, and other working conditions affecting the employees covered by this Agreement and to provide for a means of settling disputes and grievances.

ARTICLE II - RELATIONSHIP

- 2.01 The Company recognizes the Union as the sole collective bargaining agent for all employees at its Fort Nelson Gas Processing Plant, Mile 285, Alaska Highway, British Columbia, with the exception of employees of and above the rank of assistant team leaders, office and clerical employees, receptionists, engineering technicians, professional and administrative employees.
- 2.02 The term "employee" or "employees" whenever hereinafter used shall mean any person or persons covered by this Agreement.
- 2.03 This instrument and the appendices attached hereto and made a part hereof constitute the entire Agreement between the parties.
- 2.04 This Agreement may be changed or amended by mutual consent of the parties hereto but such changes or amendments shall take the form of appendices to the original Agreement.
- 2.05 Management rights are limited only by the specific provisions of this Agreement and no implied obligations are intended. These rights include, but are not limited to, the right to maintain order and efficiency; to hire new employees and to direct the working force; to determine work methods; to decide the number and locations of its plants, products to be manufactured, the methods and schedules of production, including the means and processes of manufacturing, kinds and location of equipment and materials to be used and operations; the right to promote, demote, suspend, discipline or discharge for just cause (which cause shall be in writing); to classify or reclassify, transfer, or lay off employees because of lack of work; which rights are subject to the terms of this Agreement.
- 2.06 (a) The Company and the Union will neither collectively nor separately discriminate against any employee covered by this Agreement because of race, colour, disability, nationality, gender, age, marital

status, religious or political affiliation, membership or non-membership and/or lawful activity or non-activity in any labour organization, or because of giving evidence, presenting grievances, or engaging in any activity permitted by this agreement.

(b) The Company and the local Union recognize their respective obligations and responsibilities to provide a work environment free from harassment.

2.07 The Union will not engage in any Union activities during working hours, or hold meetings at any time on the Company's premises without the permission of the Area Director or designee.

The Company agrees to schedule up to one hours' time for a member of the Union executive to present the Union's Orientation Program to all new employees who are covered by the terms of this Collective Agreement.

2.08 Individuals who become employees during the term of this Agreement shall as a condition of their employment be required to sign an authorization requiring the Company to deduct Union dues and assessments uniformly levied against all Union members in amounts as notified by the Secretary-Treasurer of Local 862.

Employees who have not as of the effective date of this Agreement authorized the Company to deduct from their wages Union dues and assessments, the Company shall not, during the term of this Agreement, make any such deduction from their wages, and the employees shall not be required to pay Union dues and assessments of the Union.

Employees who have authorized the said deductions as of the effective date of this Agreement, the Company shall continue to make these deductions, and such employees shall be precluded from revoking their authorizations during the term of this Agreement.

In no case is an employee required to become a member of the Union.

2.09 The Union will give the Company thirty days' notice when requesting the Company to terminate an employee because such employee is not a member in good standing of the Union.

2.10 Upon receipt of written request from an employee, the Company shall deduct Union initiation fees, dues and uniform assessments as determined by the local Union from wages due the employee. Such deductions shall be

remitted to the Secretary-Treasurer of the Union by the 10th day of the following month along with a list of those employees for whom such deductions have been made.

- 2.11 The Company grants the Union the use of three glass-covered locked bulletin boards to be permanently located in the lunch room, process control room, and power plant lunch room. It is agreed that no notices of a political nature or of a derogatory nature will be posted thereon. Material shall be signed by the chairperson of the appropriate Union committee, or an officer of the Union. One signed copy of all posted material shall be supplied to the Area Director.
- 2.12 The Union may have the assistance of a representative of the Unifor Union in any negotiations between the parties to this Agreement.
- 2.13 The Company will, during the life of the Agreement, confer with the Union committee for the purpose of discussing the issues of training, progression and rate structure.
- 2.14 Upon request in person, employees in the Bargaining Unit shall have access to their personnel records at reasonable times and shall upon request, be provided with copies of material contained in such records, which shall be corrected if inaccurate.
- 2.15 VALIDITY - If any of the provisions of this Agreement shall be held invalid by any body of competent jurisdiction such action shall not invalidate the other provisions hereof, and the parties shall confer within a reasonable time after such action for the purpose of considering a new provision or provisions in lieu of the provision or provisions invalidated.
- 2.16 All written notices herein provided shall be delivered by hand or by depositing in duplicate in Her Majesty's Mail in a sealed envelope, registered, postage paid, and addressed as follows:

SPECTRA ENERGY P.O. Box 30, Fort Nelson, BC V0C 1R0
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UNIFOR Local 862 P.O. Box 815, Fort Nelson, BC V0C 1R0

Delivery by hand shall be to the Area Director or Secretary-Treasurer of the Union.

- 2.17 SUPERVISORS DOING WORK - Supervisors will not do work assigned to

employees covered by the classifications in the Collective Bargaining Agreement except in the following types of situations:

- (a) in emergencies;
- (b) in the instruction of employees;
- (c) in the experimental work and performance tests which require special techniques and knowledge.

2.18 The Company will provide filing cabinets for the sole use of the Union.

2.19 There shall be no strike on the part of the Union and no lockouts on the part of the Company during the period of this Agreement.

ARTICLE III - SENIORITY, PROMOTIONS AND VACANCIES

3.01 (a) Company seniority is deemed to be the date of hiring as a regular employee. Company seniority will be used only for the purpose of computing vacation entitlement and ascertaining eligibility requirements, where such requirements exist, in enrolling in any Company benefit programs available to the employees. Seniority referred to in all other clauses in Article III with the exception of Powerhouse and Process seniority, will be deemed to be plant seniority. While (c) and (d) affect promotion and bumping rights, plant seniority will be the determining factor in layoffs.

(b) For the purposes of Powerhouse Seniority the ticket seniority will be used first followed by classification seniority followed by department seniority and finally plant seniority. For purposes of vacation entitlement, seniority will date from date of last hire.

(c) For the purposes of Powerhouse Seniority, the ticket seniority is defined as the date when a person holding a Power Engineers' Certificate becomes employed in the Powerhouse/Sulphur Plant or, the date when the employee obtains a Power Engineering Certificate, whichever date is later.

(d) In the Process Department seniority dates from the date of employment in Process.

3.02 (a) During the first ninety calendar days of employment in the Fort Nelson Gas Processing Plant, new employees will be considered on probation insofar as continued employment is concerned. When a probationary employee is discharged for just cause, such cause shall be provided in writing to the Union. After the ninety calendar day probationary period,

seniority shall then be established from the beginning of the probationary period.

- (b) Notwithstanding 3.02(a), the Company may hire temporary or casual employees for turnarounds, vacations, summer work, sabbatical leave and other specific jobs such as major maintenance and construction for periods not to exceed six months. Such employees shall not accumulate seniority or receive benefits. Temporary or casual employees will receive 10% of base pay in lieu of benefits in addition to applicable vacation pay. An employee hired under this section and subsequently taken on as a regular employee shall have his/her seniority date from the time of last hire.
- (c) If employees in (b) above are hired on a temporary basis for seasonal or discontinuous work the Company will state that the maximum length of employment will be six months. This time period may be extended by mutual agreement between the Union and the Company.
- (d) The Company agrees that it is not its intent to hire temporary employees to the detriment of full-time employees or to fill vacancies that would otherwise be filled on a regular full-time basis.

3.03 In the case of employees hired on the same date, the relative plant seniority shall be determined by lot.

3.04 Seniority shall accumulate during employment, vacations, sick leave, Workers' Compensation leave and other approved leaves. However, seniority shall accumulate beyond thirty days on other approved leaves only with the specific approval of the parties of this Agreement.

3.05 Seniority will be retained but shall not accumulate during termination of employment for a period of less than three hundred and sixty-five days due to layoff.

3.06 Seniority shall be lost when:

- (a) An employee is discharged;
- (b) An employee resigns;
- (c) Employment is terminated for a period of three hundred and sixty-five days or longer due to layoff.

3.07 When filling vacancies, the Company will give consideration to an employee's performance, experience and qualifications. In cases where these factors are relatively equal seniority shall govern. Where promotions will take place outside the line of seniority, the Company will inform the

Union Committee of its reasons in writing and discuss such reasons before taking final action.

- 3.08 The Company will inform the Union of the minimum qualifications for all classifications shown in Appendix A. Both parties shall agree on any proposed changes in minimum qualifications prior to the implementation of such changes.
- 3.09 All regular vacancies in biddable classifications shall be posted on the bulletin boards for six (6) days exclusive of Friday, Saturday, Sunday and Company-recognized holidays. Vacancies will be filled from the qualified bids received provided one of the bidding employees qualifies in accordance with clause 3.07 above.
- 3.10 If, after complying with the Clause 3.09, it is determined there are no qualified employees available for promotion in the Plant, vacancies may be filled by the Company from any other source, provided that the Union shall be notified in writing before such vacancy is filled.
- 3.11 If a vacancy is not filled within sixty days, it will be re-posted.
- 3.12 If it is determined a job opening will last in excess of thirty days, except for reason of vacation or absence for training, it shall be considered a regular job opening and shall be filled by the normal procedure for filling such jobs. When filling job openings not known to be of thirty days or longer duration, or for reason of vacation in excess of thirty days, the normal promotional provision need not apply.
- 3.13 Seniority lists showing both plant and departmental seniority shall be prepared and posted. The Company will update such lists semi-annually and forward a copy of the revised list to the Secretary of the Union.
- 3.14 Should a backing-down or demotion of employees be indicated, it will be done in reverse order to promotion of the employee in question.
- 3.15 In the event reduction in working forces becomes necessary, layoffs shall be made from the lowest classifications which are affected. Employees so affected can 'bump' back into the bottom of any of the lines of progression shown in Clause 4.01 Classification Chart, providing they have the seniority and minimum qualifications required for the line of progression selected.
- 3.16 Employees who had established seniority, (as provided in Clause 3.02), when they were laid off and who desire re-employment, shall notify the Area

Director of such desire in writing within five days after layoff and at least every sixty days thereafter. For a period of one year following the layoff, such employees shall be offered re-employment in reverse order of layoff, provided, in the opinion of the Company, they have the qualifications for the job available. The offer shall be made by registered mail to the last known address of such former employee, with a copy to the Secretary of the Union. In the event an employee fails to report for work within fourteen days from the date of mailing the offer, the Company's obligation relative to re-employment shall cease: provided the employee is not prevented from reporting on account of sickness, death, or an emergency involving the employee or the employee's immediate family, and so notifies the Company by registered mail within the above fourteen day period, and within every sixty days thereafter.

- 3.17 Employees legitimately absent from the Plant during the entire period of a job posting or the filling of a non-posted vacancy shall automatically be considered for vacancies which occur during their absence.
- 3.18 Any employee who may in the future be assigned from the bargaining unit to fill a temporary or permanent vacancy in a classification at the Fort Nelson Plant not covered by the bargaining unit may, within three months, return to his or her former classification in the bargaining unit and be credited with full seniority within the unit, including seniority that would have been acquired on the job last occupied. When an employee bids on and is accepted for a job posting in any area of the plant, the employee will have thirty working days in which to try the new job. The Company will have thirty working days in which to assess the employee's suitability in the new job. The employee may return to the previous position within the thirty days with no loss of seniority. The Company may return the employee to the previous position within the thirty days with no loss of seniority, and such return shall not be the subject of a grievance.

ARTICLE IV - WAGE RATES AND CLASSIFICATIONS

- 4.01 Attached hereto, marked Appendix "A" is a Schedule of wage rates and job classifications.

A. ALL WORKERS

- 4.02 The Company will appoint, during the turnaround period, a turnaround safety person with the following qualifications:
- (a) must be fully versed as an operator in the area being covered;

- (b) must be fully trained and competent in all phases of the Company's safety standards, practices and the use of all safety equipment;
- (c) must be responsible for issuing safe work permits for the area being covered.

The Turnaround Safety Person's duties will:

- Be familiar with all work planned for the area during the Turnaround period. This information will normally be provided by the Work Lists issued by the Maintenance Scheduler and Planner.
- Ensure that the "MASTER BLIND LIST" for the area is kept up-to-date and posted in a conspicuous place in the area.
- Be aware of the work progress in area of responsibility and keep copy of the 'Work and Valve Lists' marked up-to-date.
- Maintain close contact with the Planner and ensure that all equipment scheduled for work the following day is ready and in a safe condition.
- Maintain constant surveillance of the area ensuring that safe conditions are being maintained and safe work practices are being followed.
- Issue all Safe Work Permits for the area, ensuring that the Permits are issued in a timely manner, minimizing Maintenance lost time.
- Have full authority to stop all work in the event of unsafe conditions occurring.

4.03 Job descriptions and rates of pay for the two safety related positions shall be as follows:

Safety Person - Vessel entry, sour job standby or fire watch as described in the Safe Works Procedure Manual. This person will be paid his/her regular rate of pay.

Turnaround Safety Person will receive 110% of Operator A rate, or 110% of his/her own base rate, whichever is greater.

4.04 When an employee is temporarily assigned to a job of higher classification than his/her regular job, he/she shall be paid the rate for the full shift for such job when assigned for two or more hours. This will not apply where an employee is being trained for a job in a higher classification.

This clause will apply when a trainee is filling a vacancy on a temporary upgrade. When temporarily assigned to a job of lower classification, pay shall not be reduced.

4.05 If an employee is assigned to a lower classification at their request or

because of unsatisfactory performance of duties, he/she shall be reclassified and paid at the rate established for such lower classification.

- 4.06 If a new classification is established which is not covered by the schedule of wages then in effect, the rate for such new classification shall be opened for negotiation between the Company and the Union within thirty days. The Company may place into effect a temporary rate of pay pending negotiations of the rate to be established, and once the rate is established, it shall be made retroactive.

In the event the Union and the Company are unable to agree on the appropriate rate for the new classification, the dispute shall be submitted to arbitration under Step 3, Article XIII hereof, within thirty days, to determine what classification and rate is appropriate to the work to be performed. Failure to agree or the reference to arbitration shall in no event preclude or delay the Company from placing the equipment in operation as above provided.

- 4.07 (a) Any major expansion of plant equipment hereafter put into operation, which is to be operated by employees covered by this Agreement, shall be staffed and put into operation by using such classification(s) shown in Clause 4.01 and in Appendix A as the Company considers appropriate. Such staffing shall be accomplished by selecting an employee(s) from the appropriate classification(s). Before staffing the equipment, the Union will be notified of the aforementioned organizational status and if the classification(s) being used is not considered appropriate by the Union, the Union and the Company will meet and negotiate on the appropriate classification(s) for the personnel to be assigned to the operation. In the event the Union and the Company are unable to agree on the appropriate classification(s), the dispute shall be submitted to arbitration under Step 3, Article XIII hereof, within thirty days, to determine what classification(s) is appropriate to the work to be performed. Failure to agree or the reference to arbitration shall in no event preclude or delay the Company from placing the equipment in operation as above provided.
- (b) Prior to the Company assigning employees to perform work at a work location away from its Fort Nelson Gas Processing Plant, Mile 285, Alaska Highway, the Company and the Local Union will meet to discuss the assignment. Such assignment must be mutually agreed upon. The Company will have the right to terminate such assignments at its sole discretion.

- 4.08 The Company shall provide on each payday (every second Friday) an itemized statement of wages, including hours, rate, specified deductions, etc. The Company shall deposit each employee's net pay to the employee's personal bank account on payday. If a failure occurs in this deposit system, every reasonable effort will be made by the Company to ensure employees have cheques available on the payday.
- 4.09 Employees temporarily upgraded shall be paid at the higher rate for overtime and statutory holidays occurring during the period of the upgrade.
- 4.10 Refer to Letter of Agreement - Allowance Adjustment

B. DAY WORKERS

- 4.11 Equipment Operator rate will be paid to employees operating, for two or more hours, tracked or wheeled vehicles of over two tons tare weight; with the exception of trucks or vans, of one ton or less gross vehicle weight, and five ton trucks when not being used as a crane.
- 4.12 Senior Craftsperson Employees will be eligible for Senior Craftsperson rate upon completion of one year's Company experience from the date of attaining Craftsperson 1 qualification.

C. SHIFT WORKERS

- 4.13 Applicants for full time employment in the Process area of Operation:
Must have an inter-provincial Fourth Class Power Engineering Certificate
OR
Must be actively pursuing a Fourth Class Power Engineering Certificate through a recognized program
AND
Will agree to attain the Fourth Class certification within a period of twelve (12) months from date of hire.

Current Process employees that do not have a Fourth Class Power Engineering ticket will not be subject to these conditions.

Positions below the bid line will rotate within the operating areas of the Process Department and will experience no drop in pay when working in other areas. The crew will ensure that voluntary rotation occurs to maintain knowledge in all operating areas on a frequency decided within the crew.

Gas Processing Level #1 and a BC Fourth Class Steam Certificate are

required to attain a rate above the Operator #1 rate.

The classifications will be as follows:

Operator A: As below, having two year's experience in the Control Room. Employees with a BC Third Class Steam Certificate will receive the Operator A rate after one year's experience in the Control Room.

Operator B: As below, having one year's experience in the Control Room.

Operator #1: Employee is able to operate without supervision in all the Process trains and in the Control Room. Operator progresses to this level based on their past experience and performance as an Operator #2.

Operator #2: Employee is able to operate without supervision in all the Process trains and knowledgeable in the flare, inlet and outlet systems. Operator progresses to this level based on their past experience and performance as an Operator #3. Once trained as an Operator 2, training can commence at BS12.

Operator #3: Employee is able to operate without supervision in the Process trains (either C/D or E/F and G/H) that the employee has trained in.

Operator #4: Training Position.

The progression of the training in Process will be as follows:

- 1) Operator #3 (KOH or DEA Process trains)
- 2) Operator #2 (All Process Trains & Inlets and Outlets)
- 3) Operator #2 BS12
- 4) Operator #1 (All Process Trains & Process Control Room)

4.14 Qualification requirements in the Powerhouse shall be:

- (a) For new entries into the Powerhouse - a BC Third Class Steam Certificate.
- (b) For transfers from the Process department - a BC Fourth Class Steam Certificate and one year experience in the FNGP Process Department. These employees will be required to obtain a BC Third Class Steam

Certificate within 36 months of starting in the Powerhouse. Employees who do not attain the Third Class Steam Certificate within the 36 month period will be allowed to move back when a position becomes available. Any extra compensation gained in their new position would not be lost when moving back to their original classification as long as they maintain and use those skills gained.

Present employees will be grandfathered under the present qualifications.

A minimum of a Third Class Steam Certificate is necessary to obtain the Powerhouse Control room Operator's rate. Positions below the bid line will rotate within the operating areas of the Powerhouse Department and will experience no drop in pay when working in other areas. The crew will ensure that voluntary rotation occurs to maintain knowledge in all operating areas on a frequency decided within the crew.

Employees require a Third Class Steam Certificate to become the incumbent in the Operator #2 classification within the Powerhouse Rotation Program.

The classifications will be as follows:

Shift Engineer - Fully trained in all areas of the Powerhouse and able to operate in all areas. This person must possess a BC Second Class Steam Certificate and assume the duties and responsibilities of the Shift Engineer as designated by the BC Boiler Branch as well as an operational classification on the shift. The Shift Engineer is a bid position. Employees who are granted a temporary Second Class Steam Certificate by the BC Boiler Branch may fill this position while they hold a temporary Certificate. Employees who do not obtain a BC Second Class Steam Certificate or who are refused a temporary Second Class Steam Certificate by the BC Boiler Branch must return to their previous position.

Operator A - As below, having two years experience or one year with a BC Second Class Steam Certificate in the Control Room. These years are calendar years. Once a rate is obtained, it is kept permanently while the employee is still able to supply the required coverage in the areas for which the rate was obtained.

Operator B - As below, having one year of experience in the Control Room.

Operator #1 - BC Third Class Steam Certificate, trained in all areas of the Powerhouse including the Control Room, able to operate without

supervision in all areas.

Operator #2 - Trained in the Sulphur Plant, Water Treatment, and the Powerhouse, able to operate these areas without supervision. Once trained as an Operator #2 training can commence in the Effluent Plant.

Operator #3 - Trained in the Sulphur Plant, able to operate the Sulphur Plant without supervision.

Operator #4 - Training Position

At present there is a bid line under the Control Room Operator's position. Full rotation of personnel under the bid line will be a requirement. The bid line is also a designator for overtime callouts; those above the bid line will be called first for overtime above the line, and vice versa, based on equalization of overtime lists. As the present incumbents above the bid line leave their positions for whatever reason, the bid line will disappear and full rotation will be a requirement. If the present incumbent wishes to voluntarily join full rotation the bid line will disappear.

The progression of the training in the Powerhouse will be as follows:

- 1) Operator #3 (Sulphur Plant)
- 2) Operator #2 (Powerhouse/Water Treatment)
- 3) Effluent Plant
- 4) Operator #1 (Powerhouse Control Room)

4.15 In addition to the regular rates, shift employees will be paid a differential as shown in Appendix B. For the purpose of applying differentials, shift employees shall be defined as:

- (a) Employees assigned to a regularly rotating shift schedule;
- (b) Specially arranged shifts on which employees work outside the normal day hours;
- (c) Day or other employees when working shifts. Shift differentials will not be included when computing overtime or pay for holidays not worked. For any overtime work performed the shift employee will be paid the applicable differential in addition to any other remuneration to which he/she is entitled.

ARTICLE V - HOURS OF WORK AND OVERTIME

A. ALL WORKERS

5.01 Day workers when required to change to shift hours, for a period greater than five working days, and those shift employees not assigned to a seven day continuous rotating twenty-four (24) hour operation will receive a shift differential payment as follows:

<i>Hours Worked</i>	Feb 1, 2015	Feb 1, 2016	Feb 1, 2017	Feb 1, 2018
4 p.m. to midnight	\$1.77/hr	\$1.77/hr	\$1.81	\$1.85
Midnight to 8 a.m.	\$3.02/hr	\$3.02/hr	\$3.08	\$3.16

5.02

The Company recognizes the principle of the Rest Period in each shift and will make it available to all employees.

5.03 (a) With respect to overtime, the Union recognizes the Company's need to have sufficient qualified personnel available for overtime. The Company recognizes the individual employee's right to refuse, subject to sufficient qualified employees being available and willing to work.

(b) Both parties recognize that the Company retains the right and responsibility to administer overtime work in a reasonable manner, in determining the amount of overtime, the number of employees required, and the necessary qualifications of the employees so engaged.

(c) The Company will make every reasonable effort to keep overtime to a minimum.

(d) If overtime is required in any classification all employees in the classification will be called. If all employees called refuse to work overtime for any reason the Company shall cover the overtime at its discretion.

(e) Subject to the provisions of the preceding paragraphs (a), (b), (c) and (d), in the event of a declared emergency, an employee, when notified, will be required to report to the Plant. An emergency is defined in Clause 5.07(c).

5.04 Under no circumstances shall an employee be entitled to be paid under more than one clause of this Article V in respect of the same hours worked except as provided for in Clause 5.06.

- 5.05 No employee shall be required to work more than sixteen (16) consecutive hours.
- 5.06 If an employee's shift schedule is changed by Management he/she shall be paid the premium rate for all hours worked on the second day of the new shift unless the change has been made:
- (a) As an accommodation to the employee;
 - (b) To return an employee within twenty-eight (28) calendar days, to the original schedule which he/she worked prior to the change;
 - (c) To enable the employee to receive a program of training;
 - (d) In the event the second day of the new shift falls on a recognized Company holiday, the premium rate will be paid on the next straight time shift worked.

Under this Clause, the employee will be paid the premium rate for hours worked on days off on the old schedule unless they are preceded by days off on the new schedule. Shift changes made at the request of the Company will not be scheduled so as to cause an employee to lose regularly scheduled hours.

Notwithstanding the foregoing provisions of this Clause 5.06, the parties will work out mutually acceptable provisions different than the above, for scheduling shift workers to day work for the purpose of preserving employment during prolonged shutdowns.

- 5.07 When an employee is required to work outside his/her regular scheduled working hours, such working time shall be considered as one of the following:
- (a) Planned overtime - if an employee is required to return to the plant after having left, and work outside the regular scheduled hours, and notification was given more than one hour before the end of the last preceding shift, then these hours of work are planned overtime and will be paid at the premium rate.
 - (b) Holdover - if an employee is required to continue beyond scheduled hours of work and has received notification one hour or more prior to the end of scheduled hours, this is a holdover and will be paid at the premium rate. When a shift worker is not relieved, the one hour notice is not required.
 - (c) Call-out - if an employee is required to work outside his/her regular scheduled working hours and:
 - (i) is required to return to the plant after having left without being

notified more than one hour prior to the end of the last shift, or
(ii) is required to continue beyond the scheduled hours of work without being notified thirty (30) minutes or more prior to the end of his/her scheduled hours,

then this is a call-out and the employee will be paid the premium rate for the hours worked plus two hours pay at the employee's straight time rate. The two hours pay will not be paid to a shift worker who is held over because their relief has failed to report to work.

Call-outs will only be used in emergencies. An emergency is defined as any incident which will, in the supervisor's opinion, lead to an interruption of service, or has led to an interruption of service or is unsafe.

(d) Scheduled overtime - scheduled overtime hours worked outside of nine and three-tenths (9.3) hours per day or thirty-seven and three-tenths (37.3) hours average per week through a complete cycle in his/her schedule, will be paid at the premium rate.

5.08 Whenever the Company cancels assigned overtime (not including daily overtime) and where notice of such cancellation is provided after 12:30 pm on the shift immediately preceding the scheduled overtime in question, the employee shall receive two (2) hours straight time pay. This provision will not apply when overtime cancellation is caused by another employee returning to work after sickness or other leave of absence.

5.09 In the event an employee is held over from his/her regular shift by the Company, so as to cause missing his/her regular transportation, the Company shall provide transportation to the employee's home.

5.10 Employees required to travel on Company business, outside their normally scheduled hours of work, shall be paid overtime rates for only the actual travel time. This will not be paid when traveling between the employee's home and usual place of work.

5.11 Spectra Energy and the Union agree as follows:

- a) For the purpose of determining overtime eligibility, a newly hired employee, when assigned to a designated work group, will be assigned the average of the total year to date overtime hours worked by that group. Designated work groups for Maintenance are as follows:
- Pipefitting, Welding and Insulating
 - Millwright
 - Instrument and Electrical

- Service Mechanics
- All other groups are as indicated in Items (b) and (c).
- b) When overtime is required in the Process area the department will be considered as a single group.
 - c) When overtime is required in the Powerhouse area, refer to Clause 4.14.
 - d) Refused overtime will be considered as overtime worked for the purpose of determining overtime eligibility for coverage.

B. DAY WORKERS

- 5.12 Work schedules shall encompass a work week averaging thirty-seven and three-tenths (37.3) hours, working nine and three-tenths (9.3) hour days. Work schedules exceeding thirty-seven and three-tenths hours but not more than forty (40) hours per week may be implemented by mutual agreement. The schedules and other provisions of this Clause will be contained in an Addendum to be attached to this contract before the effective date.
- 5.13 The following definitions apply to day workers:
 - (a) A day is defined as a twenty-four (24) hour period beginning at 8:00 a.m.
 - (b) A week is defined as a seven day period beginning at 8:00 a.m. Monday.

The normal work day shall be 8:00 a.m. to 12:00 noon and 12:30 p.m. to 5:50 p.m. The normal work week will be Monday to Thursday or Tuesday to Friday. Work performed by day workers during their lunch period shall be paid for at the overtime rate and a 30 minute lunch period, without pay, shall be granted as close to the lunch period as possible.

Each employee will advise his/her supervisor before April 1 each year as to his/her selection of his/her days off. These days off may be changed by either party with seven days notice.

- 5.14 The above does not preclude temporary changes in work schedules to cover unforeseen work requirements, including equipment or unit turnarounds.
- 5.15 An employee shall be paid two times the regular hourly rate:
 - (a) For all hours worked on a statutory holiday in addition to holiday pay provided under Clause 7.03,
 - (b) For all hours worked on days of rest,
 - (c) For all hours worked on a regular work day outside the regular

scheduled nine and three-tenths (9.3) hours or for hours worked in excess of thirty-seven and three-tenths (37.3) hours average per week through a complete cycle of his/her schedule,

- (d) For hours worked on a call-out,
- (e) For hours worked on a shift change as provided in Clause 5.06,
- (f) For hours worked in excess of nine and three-tenths (9.3) in any continuous period.

- 5.16 Whenever day workers are required to work between 10:00 p.m. and 4:00 a.m., they shall not be required to return to normal work within ten hours of finishing such work. They will, however, be paid the regular nine and three-tenths (9.3) hours pay for that day if they return to work to complete the remaining hours on the shift. If they are not required to return to work to complete the regular shift, they will receive their regular pay for only the hours up to the point when the ten (10) hour period from finishing work has lapsed.

In the event they are required to work after the ten (10) hour period has lapsed and fail to report they shall not receive any portion of their regular day's pay.

- 5.17 Subject to the following conditions, employees are permitted to bank two (2) hours for each qualifying overtime hour worked:
- (a) Employees will be allowed to bank up to ninety-six (96) hours ("rolling") total at any time.
 - (b) Scheduling of all banked overtime off must be mutually agreed upon by the employee and the Company.
 - (c) Vacation and training time shall take precedent over banked time.
 - (d) If banked overtime off has been scheduled and work load requirements change the Company shall have the right to cancel the time off and reschedule at a mutually agreed to time.
 - (e) Employees will be permitted the opportunity to use up to ninety-six (96) hours of banked time to attend Company approved training programs.

C. SHIFT WORKERS

- 5.18 The normal schedule for rotating shift work requiring one hundred and sixty-eight (168) hours per week coverage will be that schedule presently in effect. Such schedule shall be posted. No change in the normal schedules shall be made except by mutual agreement between the Union and the Company.

The Company will implement the following points:

- (a) Operations personnel will be assigned a shift cycle starting date.
- (b) The Company will implement a system to provide equalized pay for operations personnel.
- (c) The Company will endeavour to reduce shift changes and in all cases where a shift change is required and more than one employee is qualified to fill the position required, the appropriate supervisor will endeavour to fill the position by mutual agreement with one of the qualified employees. In the event the position cannot be filled by mutual agreement, an employee will be assigned by the appropriate Supervisor.

5.19 The above does not preclude temporary changes in work schedules to cover unforeseen work requirements including equipment or unit turnarounds.

5.20 The Company may establish work schedules for the performance of work not requiring one hundred and sixty-eight (168) hours per week coverage. However, this clause shall not deny the right of the Union to negotiate a more suitable schedule if, in the opinion of the Union, the schedule established by the Company is not acceptable to the employees.

5.21 Notwithstanding any other articles which form part of this Agreement, this article and its clauses shall rule on twelve hour shifts during that time in which a permit is in force, pursuant to the Canada Labour Code.

Should legislation be enacted which affects pay provisions for hours worked over eight per day, the schedule will revert to the eight hour day.

5.22 (a) "Shift Workers" are employees who are assigned to jobs which are scheduled on regularly rotating shifts. The normal shifts are:

8:00 a.m. - 8:00 p.m.	Day Shift
8.00 p.m. - 8:00 a.m.	Night Shift

Other shifts or scheduled hours of work to care for special circumstances may be assigned at the discretion of the Company.

- (b) No change to shift schedules in effect on the date of signing of this Agreement shall be made except by mutual agreement of the Company and the Union.
- (c) A work week is the period between 8:00 p.m. on Sunday and 8:00 p.m. on the succeeding Sunday.
- (d) The day is defined as the twenty-four (24) hour period from 8:00 p.m. to the succeeding 8:00 p.m.

- 5.23 A Shift employee shall be paid two times the regular hourly rate:
- (a) For all hours worked on days of rest,
 - (b) For all hours worked on a regular work day outside his/her regularly scheduled twelve (12) hours and for hours worked in excess of thirty-seven and three-tenths (37.3) average per week through a complete cycle of his/her schedule, except for those hours referred to in Clauses 5.26 and straight time mutual trade hours,
 - (c) For hours worked on a call-out,
 - (d) For all hours worked on the second day of the new shift on a shift change as provided in Clause 5.06,
 - (e) For hours worked in excess of twelve (12) in any continuous period.
- 5.24 A shift worker shall not cease work until properly relieved, without the authority of the employee's supervisor.
- 5.25 Shift employees may trade shifts by mutual agreement subject to the following provisions:
- (a) The trade of shifts must have prior approval of the employee's supervisor. The request for trade will be in writing, and will be handed to the supervisor at least twenty-four hours in advance of the proposed trade. Verbal approval may be given, provided the request is confirmed in writing as soon as possible.
 - (b) Mutual trades shall not result in additional costs to the Company with the exception of illness causing the employee agreeing to the mutual not to be able to fulfill the obligation of the mutual. In that event relief coverage will be provided.
- 5.26 Employees who lose time through changes in shift schedules will be allowed to make up time equal to that lost, within the following twelve working days, provided that in no event shall premium rates be paid which would otherwise not be payable.
- 5.27 Whenever Shift Workers are required to work between 10:00 p.m. and 4:00 a.m. prior to the start of a regularly scheduled day shift, or between 10:00 a.m. and 4:00 p.m. prior to the start of a regularly scheduled night shift, they shall not be required to return to their next regularly scheduled shift within ten (10) hours of completing such work. They will, however, be paid their regular twelve (12) hours pay for that shift when they return to work to complete the remaining hours of their shift.

D. OVERTIME MEALS

- 5.28 As long as a four day work week schedule is in place, an employee shall be

supplied with a meal, to be eaten on Company time, or a meal allowance as per Appendix B at the employee's option in lieu thereof when the employee:

- (a) works two or more hours beyond his/her regular work stopping time,
- (b) is called out to work outside his/her normal schedule and works past the normal meal time or for more than four hours, whichever shall occur first. This provision shall not apply if a shift worker has received notice to report to work at least eight hours prior to the required start time, and such notice was received prior to 9:00 p.m. of the day preceding the overtime day.

- 5.29 After each meal above referred to, the employee will be supplied with a meal to be eaten on Company time, every four hours, while he/she continues to remain at work.
- 5.30 Notwithstanding any of the foregoing, where an employee receives less than eight hours' notice of the need to report for work outside his/her normal schedule and while so working continues to work into their normal schedule and beyond the normal mid-shift meal, such meal shall be free of charge, and in the case of shift workers, shall be eaten on Company time and in the case of day workers shall be eaten on their own time.

ARTICLE VI - ANNUAL VACATION

A. ALL WORKERS

- 6.01 It is not permissible to waive a vacation and draw double pay. If, at the request of the Company, an employee is not allowed to take vacation during the vacation year, the vacation will be rescheduled during the following vacation year.
- 6.02 When an employee is disabled by sickness or accident after vacation has commenced, the period of such disability if satisfactorily verified, will be considered as an absence due to illness and excluded from vacations. Such an employee will be granted a number of calendar days equal to the unexpired portion of his/her vacation, the time of such vacation to be at the Company's discretion.
- 6.03 When an employee becomes disabled as a result of sickness or accident before he/she takes vacation entitlements in any working year and continue to be disabled through the end of the year, he/she may carry those vacation privileges into the following year, providing at the time disability occurred the employee had been actively employed for a period of at least four

months following the termination of his/her last vacation period. The time of such deferred vacation shall be at the Company's discretion.

- 6.04 When an employee's services are terminated they shall be paid the vacation credits which have accrued to the date of termination.
- 6.05 Annual vacations shall be regulated and scheduled by a mutually agreed rotation plan.
- 6.06 If an employee leaves the Company's employ before fully earning the vacation taken, the unearned vacation pay will be deducted from his/her final pay.

Employees who commenced employment prior to May 1, 1981 will, upon leaving the Company's employ, be entitled to that year's earned vacation plus one full year's vacation pay.

B. DAY WORKERS

- 6.07 For the purpose of this Article, the first vacation year is defined as the time from date of hire to and including April 30.
- 6.08 The vacation anniversary date of all employees shall be established as May 1.
- 6.09 All new employees shall be entitled to nine and three-tenths (9.3) hours vacation with pay for each month of continuous employment completed before May 1 up to a maximum of 80 hours, to be taken prior to that May 1.
- 6.10 Employees, in and after the vacation year on completion of one year of continuous service, shall be entitled to 120 working hours vacation with pay.
- 6.11 Employees, in and after the vacation year on completion of ten years continuous service shall be entitled to 160 working hours annual vacation with pay.
- 6.12 Employees, (effective January 1, 1998), in and after the vacation year on completion of eighteen years continuous service shall be entitled to 200 working hours annual vacation with pay.
- 6.13 Employees, in and after the vacation year on completion of twenty-five years continuous service, shall be entitled to 240 working hours annual vacation with pay.

- 6.14 Each day employee's vacation pay shall be the greater of:
- (a) Payment at the employee's regular rate, in effect immediately preceding the vacation, for all normal hours the employee would have worked had the employee not been on vacation; or
 - (b) Payment of a percentage of the employee's earnings during the period May 1st to April 30th of the current vacation year, calculated as follows:

Length of Vacation	
80 Hours	4%
120 Hours	6%
160 Hours	8%
200 Hours	10%
240 Hours	12%

- 6.15 Where a recognized holiday falls within an employee's annual vacation, the employee shall be granted one additional day's vacation to be taken in conjunction with his/her vacation. Where scheduled days off are both preceded and followed by days of vacation, such days off will be considered to be part of the vacation period.

C. SHIFT WORKERS

- 6.16 (a) (i) The anniversary date for vacation purposes of all employees is May 1st. The vacation year is defined as the twelve months from May 1 to April 30.
- (ii) Where a Company-recognized holiday falls within a shift worker's vacation, he/she shall receive one additional day's vacation, to be taken in conjunction with his/her vacation. The employee shall be paid twelve hours pay at his/her regular basic hourly rate for this day.
- (b) (i) All new employees shall be entitled to 12 hours vacation at basic pay on or after that date for each month of continuous employment completed before May 1, up to a maximum of 84 hours vacation at basic pay, to be taken prior to that May 1; and 120 hours vacation at basic pay for each year thereafter.
- (ii) Employees are entitled to 160 hours vacation with basic pay during the vacation years in which their 10th to 17th employment anniversaries occur.
- (iii) Employees are entitled to 200 hours vacation at basic pay during the vacation years in which their 18th to 24th employment anniversaries occur.
- (iv) Employees are entitled to 240 hours vacation at basic pay during

the vacation years in which their 25th and subsequent employment anniversaries occur.

Each shift employee's vacation pay shall be the greater of:

Payment at the employee's regular rate, in effect immediately preceding the vacation, for all normal hours the employee would have worked had the employee not been on vacation;

or

payment of a percentage of the employee's earnings during the period May 1st to April 30th of the current vacation year, calculated as follows:

Length of Vacation	
84 Hours	4%
120 Hours	6%
160 Hours	8%
200 Hours	10%
240 Hours	12%

- (c) Vacation travel days will be paid for at straight time pay rates based on the employee's regular work day.
- (d) If an employee leaves the Company's employ before fully earning the vacation taken, the unearned vacation pay will be deducted from the final pay.

Employees who commenced employment prior to May 1, 1981 will, upon leaving the Company's employ, be entitled to that year's earned vacation plus one full year's vacation pay.

ARTICLE VII - STATUTORY HOLIDAY

A. ALL WORKERS

7.01 The Company will recognize the following holidays:

New Year's Day	Labour Day
BC Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
First Monday in August	

Two additional floating holidays per calendar year to be taken within the vacation year.

During the first and last years of employment employees will be entitled to the two floating holidays prorated based on hire and termination dates.

Employees shall notify the Company at least forty-eight hours in advance of taking these floating holidays and such choice shall be subject to receipt of Company approval.

In the event the Municipal, Provincial or Federal Governments legislate or name any new statutory holiday the parties to this agreement agree one of the floating holidays shall be taken on that newly declared Government holiday.

- 7.02 Employees who fail to work when required to do so, on a Company recognized holiday, without just reason, will not be paid for such holiday. An employee who is absent without permission or justifiable reason on either the day before or the day after a Company recognized holiday, will not be paid for such holiday.

B. DAY WORKERS

- 7.03 When a recognized holiday is observed on a day workers' regularly scheduled day of work they shall be paid holiday pay at their regular straight time base rate for normally scheduled hours unless covered under Clause 4.04.
- 7.04 A Company recognized holiday will be observed over the twenty-four hour period following 8:00 a.m. on the day on which it is publicly observed except when the holiday falls on a Saturday or Sunday in which case it will be observed on the following Monday. If two statutory holidays fall on a consecutive Saturday and Sunday then the preceding Friday and following Monday will be observed.

C. SHIFT WORKERS

- 7.05 Company recognized holidays falling on shift workers days off or vacation days will be observed on the first regular day of work following the holiday. The two floater holidays referred to in Clause 7.01 shall be taken as time off and the employees will receive their straight time base rate of pay for their normally scheduled twelve hours of work.

Employee will have the option of taking the remaining eleven recognized holidays as time off subject to the following provisions:

- a) There shall be no extra cost incurred by the Company.
- b) Two of these eleven days must require no overtime coverage.
- c) These holiday requests will be submitted with a shift worker's annual vacation request.
- d) Shift workers will be responsible for arranging all required coverage for stats they have scheduled as days off.
- e) In the event the employee transfers or leaves the employ of the Company, the employee's final pay will be adjusted to reflect the year-to-date Company recognized statutory payment. If the employee has deferred statutory holidays past his/her transfer/termination date, he/she will receive a positive adjustment. If the employee has, up to the transfer/termination date, received payment for more statutory holidays than the Company recognized stats, he/she will receive a negative adjustment.
- f) If an employee's shift is changed for any reason, any new stat coverage will be the responsibility of the shift workers.
- g) Statutory holiday request and statutory coverage are subject to the approval of the Department Supervisor.
- h) At no time will time off for stats or coverage of stats conflict with coverage required to ensure shift completion.
- i) Casual and probationary employees do not qualify for this procedure.

ROTATING SHIFT

A Company-recognized holiday will be observed over a twenty-four hour period, starting 8:00 p.m. on the calendar date preceding the date on which the holiday falls.

- 7.06 Shift employees will be paid the following for work performed on a statutory holiday:
- (a) Holiday pay - twelve hours straight time at their basic hourly rate.
 - (b) Payment for work - two times their basic hourly rate for the first eight hours worked and straight time for the next four hours, or straight time pay for hours worked and receive an alternate day off with straight time pay in accordance with established procedures.

ARTICLE VIII - LEAVE OF ABSENCE

- 8.01 An employee who is subpoenaed for jury duty or to appear as a witness shall be granted a leave of absence with pay providing the jury duty or

witness fees are remitted to the Company. This clause will not apply when an employee appears as a plaintiff or a defendant.

- 8.02 The Company shall grant up to a maximum of five days leave of absence, without pay, to any day employee and four days leave of absence, without pay, to any shift employee on one occasion in any one calendar year provided a qualified replacement, where required, is available and his/her replacement does not require additional overtime to be paid subject to the following additional conditions:
- (a) they will not be granted during prime vacation time June 1 to September 15;
 - (b) they will not be used to extend vacations;
 - (c) written request is made fourteen days in advance.

- 8.03 Upon written application of at least seven days in advance, leave of absence without pay for Union business shall be granted, to not more than two employees for a maximum period of thirty working days each, unless it is impossible to do so due to inability to furnish qualified replacements from within the Plant.

The Company recognizes the right of the Union to decide what constitutes Union business.

The Company agrees to maintain employees whole for the time lost from their regular work schedule while they are on union business and the Union agrees to reimburse the Company for the wages so paid.

The Company will provide the Union an invoice for the wages paid and the Union will, within a reasonable period of time, reimburse the Company. Such maintenance of wages will not apply to the circumstances as contemplated in article 8.04.

- 8.04 One employee elected or appointed as a full-time representative of the Union shall be granted leave of absence without pay while so engaged, not to exceed one year.

- 8.05 (a) The Company will implement an unpaid sabbatical leave program. Each employee will be permitted to make application for unpaid sabbatical leave to the Company once every 5 years. Under this program an unpaid sabbatical leave of up to twelve (12) months must be applied for by the employee and the Company has sole authority to decide on the application.

The employee shall apply at least ninety (90) days in advance of the

- commencement of the applied-for leave. The Company shall respond to the employee's application within thirty (30) days of receipt. The Company shall consider the following factors when considering applications for unpaid sabbatical leave:
- i) availability of a sufficient number of qualified employees to ensure continuity of the Company's operations
 - ii) the number of other employees on leave, if any, particularly in the applicant's area of skills, knowledge and progression
 - iii) availability and cost of qualified replacement personnel
 - iv) the date the request is received by the Company (all other things being equal the requests shall be considered on a first-come, first-serve basis)
- (b) In addition to 8.05 (a) the Company will implement a prepaid sabbatical leave program funded solely by the employee. The program is provided to enable an employee to apply to take a one (1) year sabbatical leave following four (4) years of gross base earnings deferral. Under this program the employee must apply for the prepaid sabbatical leave and the Company has the sole authority to decide on the application. The employee shall apply to the Company six (6) months in advance of the commencement of the proposed gross base earnings deferral period stating the proposed commencement of the leave. The Company shall respond to the application at least four (4) months in advance of the commencement of the deferral period. During the four (4) years of gross base earnings deferral, the Company shall deduct twenty (20) percent of the employee's gross base earnings. The Company shall pay the deducted pay amounts to the employee in accordance with its regular payroll schedule during the year the employee is on leave.
- (c) When considering applications for prepaid sabbatical leave the Company shall consider the following factors:
- i) the anticipated impact of the leave on the Company's operations,
 - ii) the date the request is received by the Company.
- (d) If the employee is unable to take the approved planned leave, the employee is required to notify the Company at least six (6) months in advance of the commencement of the leave. The Company shall pay the deducted pay amounts as a lump sum to the employee within thirty (30) days of receipt of such notice.
- (e) If two or more employees submit a sabbatical leave application on the same day the order in which the Company shall consider such application shall be determined by lot.

- (f) An employee on sabbatical leave shall be considered unavailable for work during the leave.

8.06 Bereavement Leave:

- (a) When a death occurs in an employee's immediate family and requires an absence from work to attend the funeral, and other purposes related to the death, the employee will be granted a leave of absence with pay of up to five days. Extension of this leave may be granted in exceptional circumstances.
- (b) Immediate family shall normally be defined as spouse, child, parent, grandparent, brother, sister, grandchild, mother-in-law and father-in-law.

ARTICLE IX - SECURITY PLANS AND BENEFITS

9.01 Those "Security Plans" and "Benefits" listed below shall be available to employees covered in this Agreement. Any proposed changes in benefits or costs to members of the Union will be discussed with the Union and will only be made with the approval of the Union.

- (a) Group Insurance;
- (b) Short and Long Term Disability;
- (c) Retirement Plan;
- (d) Savings Plan;
- (e) Medicare and Extended Health Benefits;
- (f) Dental Plan.

1. Where available to the employee and where other non-generic drugs are not specifically prescribed, the Plan will cover the costs of generic drugs only.
2. The drug formula for reimbursement will be amended to reflect 120% of reasonable and customary costs, in place for the previous 115%.
3. Where available to the employee, a preferred vision supplier will be used by the employee for the purchase of eyeglasses.

The Company agrees to implement a vision care program containing a maximum benefit level of \$250 for each employee and dependent of the employee for each 24 month period. Dependent shall mean the spouse of the employee and each child of the employee under the age of 21 and, if the child is in full time studies, under the age of 25.

The orthodontics plan lifetime maximum is \$3000.

Paramedical expenses can be claimed as a bundle to a maximum of \$950 per person per year rather than by an individual expense cap per eligible paramedical service. A doctor referral for eligible expenses will not be required. The expense of eye examinations will be included as part of the \$950 bundle.

Purchase of prescribed hearing aids up to \$750 per person in any 5 consecutive calendar years.

- 9.02 On February 1st of each year the Union will be supplied with the latest copies of the plan documents pertaining to these benefits, and any changes thereto prior to proposed implementation time.
- 9.03 A Northern Travel Allowance as per Appendix B will be paid to employees who work their normally scheduled hours. Normally scheduled hours, whether worked or not, shall include those hours for which the employee receives pay. Employees who work less than the time specified above will receive the Northern Travel Allowance calculated as a percentage of the hours actually worked in relation to the scheduled hours for the month. No reduction shall be made from the Northern Travel Allowance unless more than eight hours of the normal schedule are unpaid, except for unpaid leaves of absence, for Union business as provided for in Clauses 8.03 and 8.04.

All payments made in respect to Northern Travel Allowance will have appropriate income tax withheld by the Company. Employees will be responsible for keeping all receipts, documentation and for making all claims for any income tax relief available in relation to the Northern Travel Allowance. The Company accepts no responsibility for such claims made by employees.

- 9.04 Short Term Disability (STD) pay for shift workers shall be handled in the following manner: You can receive:

<u>Length of service</u>	<u>100% pay</u>	<u>70% pay</u>
Less than 1 year	2 weeks	24 weeks
1 year but less than 2	4 weeks	22 weeks
2 years but less than 3	6 weeks	20 weeks
3 years but less than 4	8 weeks	18 weeks
4 years but less than 5	10 weeks	16 weeks
5 years but less than 6	12 weeks	14 weeks
6 years but less than 7	14 weeks	12 weeks
7 years but less than 8	16 weeks	10 weeks

8 years but less than 9	18 weeks	8 weeks
9 years but less than 10	20 weeks	6 weeks
10 years but less than 11	22 weeks	4 weeks
11 years but less than 12	24 weeks	2 weeks
12 years but less than 13	26 weeks	0 weeks

Example: An employee with five years of service is entitled to twelve weeks full pay and fourteen weeks at 70% pay. FULL PAY: 12 weeks x 37.3 hrs = 447.6 hrs, rounded off to thirty-seven 12-hour work days. PART PAY: 14 weeks x 37.3 hrs = 522.2 hrs, rounded off to forty-four 12-hour work days.

- 9.05 Upon receipt of a local doctor's written referral and proof of attendance from the attending referred physician for medical/dental specialist services not available in Fort Nelson, the Company will pay travel costs between Fort Nelson and Fort St. John and return for an employee or member of his/her family.

Each dependent family member will be limited to four trips per year. However if the referral is for a dependent child, the Company will allow these travel costs for one parent to accompany the child, and such parent's travel costs will not be considered part of that parent's four trips for that year. Medical trips may be banked to a maximum of 8 trips per year per dependent family member.

Airfares will be reimbursed at cost upon receipt of proof of ticket purchase. If travel is by vehicle the employee will be reimbursed per kilometre in accordance with company policy regardless of the number of family members traveling. Vehicle travel expenses will be limited to a maximum of the equivalent airfare, Fort Nelson to Fort St. John and return.

The distance shall be calculated on a round trip basis of eight hundred and fifty kilometres.

In addition to the above noted travel expenses a per diem allowance of \$150.00, for a maximum of two days, will be paid, to offset accommodation and other expenses. The maximum of \$150.00 per day will be paid regardless of how many persons travel on each referral.

- 9.06 The Company agrees to pay for the expense of washing two pair of coveralls or two sets of work clothes per employee per week.
- 9.07 (a) The Company will supply a fire retardant winter parka or insulated coveralls in lieu thereof to regular employees on an as required

replacement basis.

- (b) The Company will supply fire retardant work pants and work shirts, or coveralls in lieu thereof, on an as required replacement basis.
- (c) The Company will contribute, to a maximum as prescribed in Appendix B, once a year toward the purchase of a pair of safety toed shoes, boots or winter boots. The following options will apply: An employee may use up the current and following year's allowance to purchase both summer and winters boots or buy a more expensive pair of boots in one year.

An employee may accumulate up to three years unused boot allowance to be used to purchase both summer and winter boots or buy a more expensive pair of boots in one year.

The Company will replace, to a value as stated above, an employee's safety footwear if there is damage through exposure to elements in the workplace.

- 9.08 The definition of pensionable earnings for bargaining unit employees is amended. This amendment will include the total amount of paid Northern Travel Allowance in the calculation of pensionable earnings thereby removing the previous \$6,000 cap. The effective date of this revised provision is February 1, 2010 on a go forward basis and will have retroactive application to all years of credited service.

(For the purposes of clarification it is understood that the total amount of the Northern Travel Allowance referred to above will, from February 1, 2010 onward, be included as part of total pensionable earnings in determining the "three (3) best years" component of the pension formula. It is further understood that for the years 2007, 2008 and 2009 the \$6,000 capped amount will be used to determine the "three (3) best years" of the pension formula)

- 9.09 Temporary Employees will receive 10% base pay in lieu of benefits in addition to applicable vacation pay.

ARTICLE X - HEALTH AND SAFETY

- 10.01 The Company will make reasonable provisions for the safety and health of its employees during the hours of their employment. Such specialized

protective devices and wearing apparel that the Company requires to be worn to protect the employees from injury shall be provided by the Company.

- 10.02 The Union recognizes its responsibility and shall cooperate with the Company in urging employees to follow and observe Company safety.
- 10.03 The Company will provide and maintain lockers, lunchroom, and adequate washrooms and sanitary facilities. The Union will cooperate fully with the Company in the care and cleanliness of these facilities.
- 10.04 The Company will provide adequate first aid facilities and medical supplies in accessible parts of its premises and will encourage and foster qualified first aid instruction for its employees.
- 10.05 When an employee suffers loss of time due to injuries and qualifies for Workers' Compensation payments, the Company shall continue to pay such employee his/her regular rate of pay. Payments made by the Workers' Compensation Board (WCB) shall become the property of the Company. This provision will apply until each recipient case is finalized by the WCB, but will not exceed one year.
- 10.06 (a) An Occupational Health Safety & Environmental Committee (OHS&E) of up to six members shall be established. These members shall be appointed equally by the Union and the Company. The OHS&E Committee will establish its own meeting procedures and programs which will be consistent with the BC Workers' Compensation Accident Prevention Regulations. In addition the OHS&E Committee will actively participate in safety and accident investigations. The Company will make available to the OHS&E Committee pollution and environmental regulations pertaining to the plant.
- (b) All relevant information known to Company Management concerning the identity of chemicals manufactured or used in any process at the Plant, with the exception of all chemicals and substances coming into the Plant in the raw gas, will be provided to the OHS&E. The OHS&E Committee shall also be advised of Health and Safety hazards known to be associated with such chemicals and of the precautions to be taken in the use or handling of same. The Company will also ensure this information is posted and available to all employees.
- 10.07 If the recommendation of the OHS&E committee is not implemented in a reasonable period or the OHS&E committee is deadlocked and cannot

reach a decision other avenues of support may be utilized.

10.08 In the event the OHS&E Committee is deadlocked and is unable to reach a decision in two meetings, either party to this Agreement may request the National Union and the Area Director for assistance.

10.09 An employee who feels he/she is being asked to perform unsafe work may refer the matter directly to the OHS&E Committee for ruling. If he/she is not satisfied with the action of the OHS&E Committee, he/she may file a grievance in Step 3 of the Grievance Procedure.

10.10 (a) Paid Education Leave

The Company agrees to remit to Unifor five cents (\$0.05) for each regular scheduled hour worked by each employee who is a member of the Unifor bargaining unit at Fort Nelson gas Plant Local 862. Such payment will be remitted on an annual basis into a trust fund established by the Unifor National Union effective the date of ratification. Payments will be sent by the Company to the following address:

Unifor Paid Education Leave Program
205 Placer Court
Toronto ON M2H 3H9

Leave for the purposes of PEL shall be administered further to article 8.03. Candidates for the PEL shall be selected by the Union. The Union will provide a written confirmation to the Company of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

The Union agrees to report to the Company on PEL activities annually.

(b) Canadian Community Fund

The Company agrees to remit to Unifor three cents (\$0.03) for each regular scheduled hour worked by by each employee who is a member of the Unifor bargaining unit at Fort Nelson Gas Plant Local 862. Such payment will be remitted on an annual basis into a trust fund established by the Unifor National Union effective the date of ratification. Payments will be sent by the Company to the following address:

Canadian Community Fund
205 Placer Court
Toronto ON M2H 3H9

ARTICLE XI - UNION STEWARDS AND COMMITTEES

- 11.01 (a) The Company agrees to recognize a Union Bargaining Committee of four employees, one of whom shall be Chairperson of the Committee. They may be accompanied by duly authorized representatives of the Unifor Union.
- (b) The Union will notify the Company, in writing, at the beginning of each contract year, and thereafter as changes are made, of the names of the Union Committee members and the Chairperson of the Committee.
- 11.02 The Company will recognize four stewards. To provide a minimum of interference to production the Parties agree to the following rules of conduct for duly elected stewards:
- (a) A Steward will be allowed a reasonable time during working hours for the investigation of a grievance and a dispute.
- (b) If a Steward wishes to be released to investigate a grievance, he/she will inform his/her supervisor of the nature and the place of the grievance.
- (c) A Steward who is investigating a grievance will note this fact on his/her daily time card. Upon returning to his/her own department, the supervisor will be notified, who will verify the daily time card and authorize payment to ensure no loss of pay for regular scheduled hours.
- (d) Upon entering a department other than his/her own, the Steward will inform the supervisor of that department of the nature of the grievance he/she is investigating.
- (e) It is mutually agreed there will be no abuse or excessive use of time spent investigating grievances.
- (f) When members of the Bargaining Committee or Stewards who are off duty are required to attend to Union business within the Plant, they shall obtain approval of the Area Director, or designee, before entering the Plant to attend to such business.
- 11.03 The Union will designate a committee of two members who, with the President or designee, will represent the Union for the purpose of monthly meetings with the Company, for discussions on matters of mutual interest.
- 11.04 As far as practicable, all meetings between the Company and the Union Representatives will be held during working hours. No employee shall suffer loss of pay for regular scheduled hours by reason of attending such meetings.

ARTICLE XII - TASK TEAMS

- 12.01 Spectra Energy and the Union recognize the value of cooperative dialogue with each other and between Spectra Energy and its employees and the desirability of achieving improved efficiency and reduced costs in plant operations, while at the same time enhancing communications, economic and social well-being of the employees.
- 12.02 A Steering Committee consisting of the President of Process, Spectra Energy, and an officer or representative of the National Office of Unifor, shall approve the terms of reference for those Task Teams which they agree to establish, and will review any and all recommendations made by those Task Teams.
- 12.03 (a) Task Teams will be established to identify problems and opportunities relating to the operations, work practices and procedures directly affecting Spectra Energy and its employees, and shall recommend solutions to any problems and identify opportunities to local management. The Task Teams are not established to carry out negotiations.
- (b) The Area Director in consultation with the Executive of the Unifor, Local 862, will appoint the leader for each Task Team. The membership of the Task Team, including the leader, will be made up of equal representation. The Union will nominate five candidates for each Task Team. The Team Leader and the Area Director will then select the Team.
- (c) The Task Team will use the existing Collective Agreement between Spectra Energy and the Union and Spectra Energy's Policy and Procedures Manual as a guide in putting forward recommendations.
- (d) Straight time will be paid for any hours over thirty seven and three-tenths (37.3) hours per week caused by Task Team attendance.
- (e) Shift vacancies created by Task Team attendance will be covered in the same manner that sickness, vacation or training is covered.

ARTICLE XIII - GRIEVANCE PROCEDURE AND ARBITRATION

- 13.01 All time periods specified in this Article are exclusive of Saturdays, Sundays and recognized holidays.

- 13.02 (a) Any employee who feels that he/she has been unfairly treated shall take up his /her complaint in the following manner:
- Step 1 With the Team Leader or designate with or without his/her Steward within ten days of the date of occurrence or the date he/she was first aware of or reasonably could have been aware of the occurrence. The Team Leader shall give their answer within three days.
 - Step 2 In the event a settlement cannot be reached in Step 1, the matter shall be presented in writing to the Team Leader within three days of the Team Leader's previous decision. The Team Leader shall render a decision in writing within three days.
 - Step 3 In the event settlement cannot be reached in Step 2, the matter shall be referred in writing to the Area Director within ten days of the Step 2 decision. The Area Director or a delegated authority shall meet with the Union Committee no later than ten days from the grievance being received. A decision in writing shall be rendered within five days of the meeting.
- (b) In respect of any grievance involving a group or groups of employees, the grievance procedure may be commenced at the step involving the designated official of the Company having jurisdiction over the employees affected or the subject matter concerned.
- (c) All time periods specified in Steps 1, 2 and 3 may be extended by mutual agreement.
- 13.03 Any grievance question or matter which has proceeded through the procedures set forth above and is not settled to the satisfaction of both parties to this Agreement, may be submitted to a single arbitrator mutually agreed upon by the Parties or, upon mutual agreement of the Parties, to a Board of Arbitration upon written notification by either party to the other. Such notification shall be given within thirty days of the completion of the procedure taken above.
- 13.04 Where either party to this Agreement requests that a grievance, question or matter be submitted to arbitration, that party shall make such request in writing, addressed to the other party to this Agreement within the time limit prescribed in Clause 13.03 above and, in the case of a Board of Arbitration,

at the same time nominate an Arbitrator. The notice shall state the matter at issue and in what respect the Agreement has been violated or misinterpreted by reference to the specific clause or clauses relied upon. The notice shall also state the nature of the relief or remedy sought.

- 13.05 Upon mutual agreement to a Board of Arbitration as referred to in Clause 13.03 the other party will nominate an Arbitrator within five days. Should such party fail to appoint an Arbitrator within five days, the first party may request the Federal Minister to appoint such an Arbitrator.
- 13.06 The two Arbitrators so nominated shall meet within five days and shall attempt to select by agreement a third member who shall act as Chairperson of the Arbitration Board. If they are unable to agree upon the selection of a Chairperson within a further period of five days, the Federal Minister of Labour shall be asked to name an impartial Chairperson.
- 13.07 The Arbitrator or Board of Arbitration should commence its hearings on the matters presented to it as soon as possible after the appointment of its Chairperson.
- 13.08 The Arbitrator or Board of Arbitration shall have the authority to determine whether the case before it is in fact a matter for arbitration.
- 13.09 The Arbitrator or Board of Arbitration shall have the authority only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute.
- 13.10 The Arbitrator or Arbitration Board shall render a decision within fifteen days of the completion of the hearing. The decision shall be in writing and shall be final and binding upon the parties to this Agreement and upon any employee affected by the decision. The decision of the majority shall be the decision of the Arbitration Board.
- 13.11 Each party shall bear the expense of its nominee. The fees and expenses of the Chairperson or single Arbitrator shall be shared equally between the parties.
- 13.12 In the event an employee is discharged or suspended and he/she feels unfairly treated, he/she shall file an appeal in Step 3 of the grievance procedure within seven days. If an employee is unjustly disciplined, discharged or suspended, the Arbitrator or Arbitration Board may order reinstatement with back pay and restoration of all other rights including seniority.

- 13.13 In the event the Company disciplines any employee, it will furnish the employee and the Union with pertinent written reasons for such discipline. Letters of discipline will be removed from the employee's file after two years without another offence.
- 13.14 The Company will take any disciplinary action against an employee within ten days worked of the offence being discovered by the Company. In the event an employee is suspended without prejudice, each regularly scheduled work day spent on suspension shall be considered a day worked for purposes of this clause. This time constraint will apply from the time the Company is able to contact the said employee in Fort Nelson to advise him/her that disciplinary action will be taken.
- 13.15 It is understood that a National Representative may accompany members of the Union Grievance Committee to any, or all, of the Union Grievance Committee's meetings with management. The National Representative may call upon members of the Union, in reasonable numbers, to accompany him/her to meetings of the Union Grievance Committee with the Management for that period of time only to give testimony.

ARTICLE XIV - CONTRACT WORK

- 14.01 (a) Subject to the provisions below, the Company will not contract work normally performed at the Plant by employees covered by this Agreement if the necessary equipment and qualified employees are available within the Plant to properly perform such work in the required time.

This section does not apply to:

- (i) New construction contracts;
- (ii) Extensive major repairs to operating units;
- (iii) Janitorial work;
- (iv) Equipment turnarounds;
- (v) Sabbatical leave;
- (vi) Training: Multi-Day on-site technical training, dependent on work load;
- (vii) Special Projects: Assignment of permanent employees to core business projects which exceed 30 days. Core business projects shall include new capital installations, plant unit start-ups and other core projects which allow the employee to professionally develop and are associated with ensuring reliability and business

- continuity;
 - (viii) Vacation: During peak vacation periods, dependent on workloads;
 - (ix) Apprenticeship Schooling Leave: To allow more people to attend school, dependent on work loads.
- (b) Performance of work for the Company by the contractors at this location will not serve to alter any right an employee has under the terms of this Agreement, nor cause the lay-off of any employees in the Bargaining Unit.
- (c) The Company and the Union agree that on a quarterly basis and upon request, the Union will be provided with the number of contractors utilized and the total number of hours worked by such contractors. This information will be used to determine future staffing requirements.

ARTICLE XV - TRAINING & APPRENTICESHIPS

- 15.01 The parties agree to review and revise the Progression in the Operating Department Training Program.
- 15.02 A program for Steam Engineers' Training shall be attached to and considered part of this Agreement.
- 15.03 The Service Mechanic Training Program shall form part of this Agreement.
- 15.04 Apprenticeship Agreements shall form part of this Agreement.

ARTICLE XVI - JOB SECURITY

- 16.01 (a) The Company shall notify the Union six months in advance of intent to:
- (i) institute changes in working methods or facilities,
 - (ii) close or partially close the plant, or
 - (iii) permanently reduce the workforce if such action will result in the layoff or termination of any employee covered by this collective agreement.
- (b) The Company, in cooperation with the Government, agrees to participate in every way possible in training and retraining any employee.
- (c) Any employee covered by this collective agreement, who is laid off, or terminated, under the terms of this Article, provided the employee

forfeits the right to recall, shall be entitled to severance pay based on the greater of:

- (i) four (4) weeks pay multiplied by 1.15; or
- (ii) two (2) weeks pay plus two (2) weeks pay for each year of continuous service multiplied by 1.15, provided in either case the employee has at least one year of continuous service with the company. Severance pay for a partial year of service will be calculated on a prorated basis; or
- (iii) the amount of severance pay required by applicable Employment Standards legislation.

The Company will take into consideration all applicable legislation and regulations in an effort to provide the employee with the greatest flexibility in the payment of severance pay.

- (d) In the event an employee is downgraded due to a change in working methods or facilities, rate protection will be as follows: Employees will have their existing rate maintained until the rate for the classification in which they are placed equals the protected rate;
- (e) To qualify for rate protection employees must:
 - (i) Successfully complete any training/retraining program to which they are assigned;
 - (ii) Perform work to which they are assigned and qualified to perform;
 - (iii) Use normal bidding procedures, wherever available, to return to equal or better than their former classification.
- (f) Employees transferring to another Spectra Energy plant (which is certified by the Unifor Union) due to a plant closure, partial plant closure or change of methods or facilities, will be entitled to rate protection in accordance with the above sections (d) and (e).

It is further understood the protected rate for their classification will be no greater than the corresponding classification at the new location.

SEVERANCE PAY

16.02 For the purposes of this Article, one weeks pay is defined as the employee's basic hourly wage rate at the time of termination times forty (40) hours. An employee terminated and accepting severance payment under the above terms remains eligible to be considered for re-employment as a new employee.

16.03 Any employee covered by this agreement who is terminated due to Plant Closure, partial plant closure or work force reduction shall be given six months notice of such termination.

16.04 During the term of this Agreement, the Company agrees to maintain the complement of the Maintenance Department, within the bargaining unit, at a level dictated by work load requirements. The complement may change if business circumstances dictate plant closure or partial closure, the productivity of the Company work force drops below that of a contract work force, or technological change results in reduced needs for maintenance staff.

In the event it is necessary to reduce the Maintenance Department complement the Company shall advise the Union three months in advance of taking such action. During this period any suggestion the Union may have which may avert necessity to reduce complement will be considered by the Company. Final decision will rest with the Company.

ARTICLE XVII - MATERNITY LEAVE

- 17.01 (a) To qualify for Maternity Leave the employee must:
- (i) have completed six consecutive months of continuous employment with the Company:
 - (ii) apply, using form 204, at least four weeks before the estimated commencement of the leave:
 - (iii) provide the Company with a certificate from the Doctor certifying she is pregnant:
- (b) The maximum duration of a maternity leave will normally be seventeen (17) weeks beginning not more than the eleventh week immediately preceding the date of confinement. If the employee wishes to work beyond the sixth week immediately prior to her date of confinement, she must present the Human Resources Division with weekly notification of medical safety from her Doctor. The employee and the Company may agree to an abbreviation of the six week period if her Doctor certifies the resumption of employment will not, in his/her opinion, endanger the health of the employee.

An employee on maternity leave is entitled to unemployment insurance benefits. The Company will pay the equivalent of that employee's applicable short term disability benefit for the two week waiting period for unemployment insurance benefits and will top up the

unemployment insurance benefits to the applicable short term disability benefits for an additional six weeks. In order for these payments to commence the employee must provide the Company with proof of the child's birth and the employee's unemployment insurance payment stub.

- (c) An employee who resumes her employment on the expiration of leave granted to her in accordance with this section shall be reinstated by the Company in a position occupied by her at the time the leave commenced or in a comparable position with not less than the same wages and benefits. An employee not resuming her duties after the seventeen weeks shall be deemed terminated, unless child care leave has been requested and granted.
- (d) For the purpose of calculating pension and other benefits, employment after the termination of Maternity Leave shall be considered to be continuous with employment before the commencement of the leave. Vacation days will continue to accrue during maternity leave, but days off for statutory holiday and Fridays off will not be accumulated.
- (e) Maternity leaves will be granted without pay.
- (f) To qualify for Child Care Leave, the employee must:
 - (i) have completed six consecutive months of continuous employment with the Company.
 - (ii) using form 204, apply at least four weeks prior to the estimated commencement of the adoption, and
 - (iii) provide the Company with a certificate from a Doctor certifying pregnancy, or a certificate from a recognized agency or appropriate legal document confirming the adoption: and
 - (iv) advise the Company in writing of the intended length of leave.
- (g) The maximum duration of child care leave will be twenty-four (24) weeks. Child Care Leave may be taken by either parent, or both, provided the combined length of leave for both parents does not exceed the maximum 24 weeks and both parents do not take leave at the same time.
- (h) An employee who resumes employment on the expiration of leave granted in accordance with this paragraph shall be reinstated by the Company in a position occupied at the time the leave commenced or in a comparable position at the same location with not less than the same wages and benefits. An employee who does not resume their duties at the expiration of the leave shall be deemed terminated.

- (i) For the purposes of calculating pension and other benefits, employment after the termination of Child Care Leave will be considered to be continuous with employment before the commencement of the leave. Vacation days will continue to accrue during child care leave, but days off for statutory holidays and Fridays off will not be accumulated.
- (j) Child Care Leave will be granted without pay.

A pregnant employee is eligible for modified work at any time her health or that of her unborn child may be at risk due to working conditions or requirements of her job.

A pregnant employee may continue to work until such time her doctor advises against it and confirms this in writing to the company.

The employee may work part-time during the unpaid 24 week Child Care Leave if it is mutually beneficial and agreeable to the Company and the employee. The rate of pay will be at the employee's regular rate of hourly pay.

It is agreed Short Term disability benefits will fully apply to any medical condition associated with the pregnancy of a female employee.

The standards contained in this Leave provision shall be considered the minimum standards. Should any changes in legislation or Company policies provide benefits greater than these, such benefits shall be considered to form part of this Agreement.

ARTICLE XVIII - PERIOD OF AGREEMENT

18.00 This Agreement shall remain in effect until midnight January 31, 2019 and shall automatically continue in effect for one (1) year periods after January 31, 2019 unless either party shall give notice in writing at any time within four (4) months immediately preceding the date of expiry of its desire to amend or terminate this Agreement. If notice to amend or terminate is given under this provision, the parties will meet within five days after the date of notice to negotiate and attempt to reach a new agreement before this Agreement terminates.

ARTICLE XIX- TRAINING

19.00 Any vacancy that cannot be filled from within the LOP because insufficient employees are meeting the forward training requirements of the LOP and not gaining the required qualifications may be posted and may result in an outside hire as per article 3.10. In the case of the Powerhouse Operator LOP, the Company may post the vacancy and ultimately outside hire as per Article 3.10 in order to obtain the required Power Engineering Certification(s). In this case the employee will be placed in the Powerhouse Operator classification based on the Power Engineering Certification and will back train within 18 months for any outstanding qualifications required for the classification.

Memorandum of Agreement

Spectra Energy, Fort Nelson Gas Plant (The Company) and Unifor, Local 862 (The Union)

This Memorandum will confirm the unanimous recommendation of the Union Committee's full and final agreement, subject to ratification, reached on January 21, 2017 and sets out the terms and conditions for renewal of the Collective Agreement between the parties and will cover the period February 1, 2016 to January 31, 2019.

The terms of this agreement are:

- Changes to Collective Agreement language as attached.
- All items will be effective from the date of ratification, unless otherwise specified.
- Wage increases of 2.0% effective February 1, 2017 and 2.5% effective February 1, 2018
- Any retroactivity required to February 1, 2017 will apply to wages, shift differentials and wage related premiums for all employees who are active on the date of ratification.
- Effective date of ratification, the Company will no longer make remittance to the Health, Safety and Industrial Relations Training Fund ("HSIRTF").
- Effective date of ratification, the Company will remit 5 cents (\$.05) for each full time employee's regular hours of work to Paid Education Leave ("PEL"). The Union commits to maintain the principles and governance established with the HSIRTF for administration and reporting of PEL activities to the Company.
- Effective date of ratification, the Company will remit 3 cents (\$.03) for each full time employee's regular hours of work to the Canadian Community Fund ("CCF").
- Benefit Improvements: (Applicable only to the active employee benefits plan)
 - Purchase of prescribed hearing aids up to \$750 per person in any 5 consecutive calendar years.
 - Increase to Paramedical Bundle to \$950 per person per year.

Consistent with the legislative requirement, the Union agrees that this increase in employee benefits, as well as the benefits already contained in the Collective Agreement, is equal to at least 5/12th's of the EI premium reduction savings. The Union agrees the Company's obligation to return the 5/12th employees' portion of the premium reduction is met both retroactively and prospectively.

- Revised allowances and premiums are as follows:

<i>Category</i>	<i>Rate @ Jan 31/16</i>	<i>Rate @ Feb 1/16</i>	<i>Rate @ Feb 1/17</i>	<i>Rate @ Feb 1/18</i>
Northern Travel Allowance	\$1,198.40	\$1,198.40	\$1,222.37	\$1,252.93
Meal Allowance	\$36.52	\$36.52	\$37.25	\$38.18
Safety Boot allowance	\$283.62	\$283.62	\$289.29	\$296.52
Power Engineering Certificate Bonus				
**1st Class	\$644.29	\$644.29	\$657.18	\$673.61
**2nd Class	\$536.91	\$536.91	\$547.65	\$561.34
**3rd Class	\$214.76	\$214.76	\$219.06	\$224.53
Shift Differentials	Plus 3.75%	Plus 0.00%	Plus 2.00%	Plus 2.50%
BC Industrial First Aid Certificate	\$1.45	\$1.45	\$1.48	\$1.52
Waste Water Certificate	\$0.45	\$0.45	\$0.46	\$0.47
Effluent Plant Premium	\$1.98	\$1.98	\$2.02	\$2.07

The agreement shall remain in effect until January 31, 2019 and shall automatically continue in effect for one year periods after January 31, 2019 unless either party shall give notice in writing at any time within four months immediately preceding the date of expiry, of its desire to amend or terminate this Agreement.

Signed in Fort St. John, BC on this 21 st day of January, 2017.

For the Company:

Clayton Leavitt

Jennifer Low

Tonya Bennett

For the Union:

Kevin Fellers

Dave Ward

Stephen Carmichael

Derek Henry

Vince Lukacs

APPENDIX A – Schedule of Wage Rates

Effective	Feb. 1, 2015	Feb. 1,2016	Feb 1, 2017	Feb 1, 2018
Shift Engineer	\$58.60	\$58.60	\$59.77	\$61.27
Operator A	\$53.29	\$53.29	\$54.36	\$55.71
Operator A-SE	\$56.49	\$56.49	\$57.62	\$59.06
Operator B	\$51.57	\$51.57	\$52.60	\$53.92
Operator B-SE	\$54.67	\$54.67	\$55.76	\$57.16
Operator 1	\$49.26	\$49.26	\$50.25	\$51.50
Operator 1-SE	\$52.22	\$52.22	\$53.26	\$54.60
Operator 2 with effluent	\$48.80	\$48.80	\$49.78	\$51.02
Operator 2 w/o effluent	\$46.81	\$46.81	\$47.75	\$48.94
Operator 3	\$44.99	\$44.99	\$45.89	\$47.04
Operator 4	\$36.89	\$36.89	\$37.63	\$38.57
Senior Craftsperson	\$53.29	\$53.29	\$54.36	\$55.71
Senior Craftsperson DT	\$56.49	\$56.49	\$57.62	\$59.06
Craftsperson 1	\$50.54	\$50.54	\$51.55	\$52.84
Craftsperson 1 DT	\$53.57	\$53.57	\$54.64	\$56.01
Craftsperson 2	\$45.45	\$45.45	\$46.36	\$47.52
Craftsperson 3	\$42.42	\$42.42	\$43.27	\$44.35
Craftsperson 4	\$40.02	\$40.02	\$40.82	\$41.84
Craftsperson 5	\$36.88	\$36.88	\$37.62	\$38.56
Environmental Operator	\$49.26	\$49.26	\$50.25	\$51.50
Sr. Warehouse Person	\$50.54	\$50.54	\$51.55	\$52.84
Warehouseperson 1	\$45.45	\$45.45	\$46.36	\$47.52
Warehouseperson 2	\$42.42	\$42.42	\$43.27	\$44.35
Warehouseperson 3	\$40.02	\$40.02	\$40.82	\$41.84
Toolcrib Attendant	\$42.42	\$42.42	\$43.27	\$44.35
Equipment Operator	\$42.42	\$42.42	\$43.27	\$44.35
Lubrication-Oiler 1	\$53.29	\$53.29	\$54.36	\$55.71
Lubrication-Oiler 2	\$50.54	\$50.54	\$51.55	\$52.84
Lubrication-Oiler 3	\$45.46	\$45.46	\$46.37	\$47.53
Service Mechanic 1	\$45.45	\$45.45	\$46.36	\$47.52
Service Mechanic 2	\$42.42	\$42.42	\$43.27	\$44.35
Service Mechanic 3	\$40.02	\$40.02	\$40.82	\$41.84
Utility person	\$36.88	\$36.88	\$37.62	\$38.56
Yardperson 1	\$36.88	\$36.88	\$37.62	\$38.56
Yardperson 2	\$36.88	\$36.88	\$37.62	\$38.56
Safety Inspector	\$53.29	\$53.29	\$54.36	\$55.71
Whse/Service Mechanic 1	\$45.45	\$45.45	\$46.36	\$47.52
Whse/Service Mechanic 2	\$42.42	\$42.42	\$43.27	\$44.35
Whse/Service Mechanic 3	\$40.02	\$40.02	\$40.82	\$41.84

Operations & Maintenance Classification Descriptions

Powerhouse

- **Dayshift Engineer:** Provide operational support to accommodate maintenance activities. Assume regulatory duties and responsibilities of the Assistant Chief Engineer as required (this would include assisting with issuing Safe Works permits on behalf of the Operations Team Leader as delegated from time to time). Co-ordinate and assist with equipment shut down and isolation. Ensure consistency regarding execution of operational procedures and tasks. Maintain operating procedures, blind lists, clearance forms and other related documentation. Fulfill obligations and responsibilities of the Shift Engineer, Safety Person and provide limited sick/absence coverage in the event of a personnel absence. The over time call out list will be used to try and obtain coverage before asking the Dayshift Engineer to cover. Maintain communications with Area Operators, Team Leaders, Planning, Tech Services and assist in all areas of the Powerhouse operation as required. Be available as a resource for training purposes for Operators working within the Powerhouse areas. Must maintain skill sets in all of the Powerhouse areas.

Requirements for this Position: 2nd Class certificate of Competency or must obtain a 2nd Class Certificate of Competency within 24 months. Extensions can be mutually agreed upon. Must be trained in and familiar with all Powerhouse areas. Wants: Willing to pursue First Class Power Engineering certification.

Hours of Work: The Dayshift Engineer will follow a 10.67 hour work day, 4 days per week. This will fall within the 72 day cycle and provides a 4 day L/C. The Dayshift Engineer will be on site at 07:00 and finish at 17:40. Statutory holidays will be taken as they fall within the week. No H's will be provided.

Rate of Pay: Rate of pay will be determined as per the Powerhouse "SE" Schedule of Wage Rates. Eligibility for Shift Engineer rate is dependent on successful completion of 2nd Class Certificate of Competency.

- **Shift Engineer:** Must possess a BC Second Class Steam Certificate and assume the duties and responsibilities of the Shift Engineer as designated by the BC Boiler Branch as well as one of the operational classifications on shift. Must be fully trained in and familiar with the Sulphur Plant, Powerhouse and Control Room positions. Will also assist in training of other personnel.
- **Operator A:** An Operator B will be reclassified to this position after one calendar year. An Operator #1 will be reclassified to this position after one

calendar year if he holds a BC Second Class Power Engineering Certificate or equivalent. An Operator A will continue to carry out the responsibilities of the Operator #1.

- **Operator B:** An Operator #1 will be reclassified to this position after one calendar year and will continue to fulfill the responsibilities of the Operator #1.
- **Operator #1:** Must possess a BC Third Class Steam Certificate. Must be fully trained in and familiar with all areas of the Powerhouse including the Control Room. Responsible for the safe, efficient, and reliable operation of all equipment with the Powerhouse and Sulphur Plant. Will also assist in other operating areas of the Powerhouse and Sulphur Plant as required and assist in training of other personnel.
- **Operator #2:** Must possess a BC Third Class Steam Certificate. Fully trained in and familiar with all areas of the Powerhouse, Water Treatment & Sulphur Plant. Responsible for the safe, efficient and reliable operation of the Powerhouse, Water Treatment & Sulphur Plant. The monitoring of the Effluent Plant when the Effluent Plant Operator is unavailable is also included when trained in the area. Will also assist in other operating areas of the Powerhouse and Sulphur Plant as required and assist in training of other personnel.
- **Operator #3:** Must possess a BC Third Class Steam Certificate. Fully trained in and familiar with the Sulphur Plant. Responsible for the safe, efficient and reliable operation of the Sulphur Plant. Will also assist in other operating areas of the Powerhouse as required and assist in training of other personnel.
- **Operator #4:** Training in the Sulphur Plant. Must possess a BC Third Class Steam Certificate.

Note: Each of these positions require the following as well:

1. Grade 12 or equivalent technical training.
2. Valid Class 5 driving license
3. Some computer knowledge required.

Process

Plant Dayshift Operator: Provide operational support to accommodate maintenance activities. Assist with issuing Safe Work Permits on behalf of the Operations Team Leader as delegated from time to time. Co-ordinate and assist with equipment shut down and isolation. Ensure consistency regarding execution of operational procedures and tasks. Maintain operating procedures, blind lists, clearance forms and other related documentation.

Provide Safety Person and limited sick/absence coverage in the event of the personnel absence. The over time call out list will be used to try and obtain coverage before asking the Dayshift Operator to cover. Maintain communications with Area Operators, Team Leaders, Planning, Tech Services and assist in all areas of the process operation as required. Be available as a resource for training purposes for Operators working within the Process areas. Must maintain skill sets in all of the Process areas.

Requirements for this position: 4th Class certificate of Competency and must obtain GPO Level 1 within 24 months. Must be trained in and familiar with all Process areas.

Hours of Work: The Dayshift Operator will follow a 10.67 hour work day, 4 days per week. This will fall within the 72 day cycle and provides a 4 day L/C. The Dayshift Operator will be on site at 07:00 and finish at 17:40. Statutory holidays will be taken as they fall within the week. No H's will be provided.

Rate of Pay: Rate of pay will be determined as per the Process Schedule of Wage Rates. Eligibility for Operator A rate is dependent upon successful completion of 4th Class certificate of Competency and GPO Level 1.

- **Operator A:** Must possess a BC Fourth Class Steam Certificate and a Gas Processing level #1 Certificate. Fully trained in and familiar with all areas of Process including the Control Room. Responsible for the safe, efficient, and reliable operation of all equipment within the Process Department. Will also assist in training of other personnel.
- **Operator B:** Must possess a BC Fourth Class Steam Certificate and a Gas Processing level #1 Certificate. Fully trained in and familiar with all areas of Process including the Control Room. Responsible for the safe, efficient, and reliable operation of all equipment within the Process Department. Will also assist in training of other personnel.
- **Operator #1:** Must possess a BC Fourth Class Steam Certificate. Fully trained in and familiar with all areas of Process including the Control Room. Responsible for the safe, efficient, and reliable operation of all equipment within the Process Department. Will also assist in training of other personnel.
- **Operator #2 BS12 :** Must possess a BC Fourth Class Steam Certificate. Fully trained in and familiar with all areas of Process and the Inlets and Outlets. Responsible for the safe, efficient, and reliable operation of all equipment in Process. Monitoring of the BS12 Compressor Station when the BS12 Operator is unavailable. Will also assist in other operating areas of Process as required and assist in training of other personnel.

- **Operator #2:** Must possess a BC Fourth Class Steam Certificate. Fully trained in and familiar with all areas of Process and the Inlets and Outlets. Responsible for the safe, efficient, and reliable operation of all equipment in Process. Will also assist in other operating areas of Process as required and assist in training of other personnel.
- **Operator #3:** Must possess a BC Fourth Class Steam Certificate. Fully trained in and familiar with one area of Process (either C/D or E/F & G/H trains). Responsible for the safe, efficient, and reliable operation of all equipment in Process fully trained in. Will also assist in other operating areas of Process as required and assist in training of other personnel.
- **Operator #4:** Must possess a BC Fourth Class Steam Certificate. Training in one area of Process (either C/D or E/F & G/H trains).

Note: Each of these positions requires the following as well:

1. Grade 12 or equivalent technical training.
2. Valid Class 5 driving license.
3. Some computer knowledge required.

BS12 Operator

Must possess Grade 12 or equivalent technical training, basic computer knowledge, a valid class 5 driver's license, Fourth Class Power Engineering Certificate and be fully trained in and familiar with all areas of Process. Responsible for all aspects of the Operations of the BS12 Compressor Station. Responsible for generating reports as required. Assist in the Process Department as required. Willing and able to assume Turnaround Activities and Responsibilities and assist in training of other personnel.

Environmental Operator

Must possess Grade 12 or equivalent technical training, basic computer knowledge, Third Class Power Engineer and BC Waste Water Certification Level #1. Fully trained in and familiar with all areas of the Powerhouse, Water Treatment & Sulphur Plant. Responsible for all aspects of the Effluent Plant operation while ensuring compliance with permit requirements as enforced by the Ministry of Environment Lands and Parks (MELP). Responsible for the operation of the reservoir, creek pumps and river intake station. Assist in the Powerhouse and Sulphur Plant as required. Willing and able to assume Turnaround Activities and Responsibilities and assist in training of other personnel.

1. Grade 12 or equivalent technical training.

2. Valid Class 5 driving license.
3. Some computer knowledge required.

Safety Inspector

- Works as a member of the Plant Safety Team to ensure safe work practices and procedures are followed. This will include but not be limited to the following:
- Performs regular checks on and maintains plant safety equipment, such as calibrations and fit testing.
- Administers First Aid as required.
- Provides training such as H₂S, orientation and TDG, analysis and compilation of safety statistics, pre-job tours (as required), permit review and reporting and as per Article 4.07 (b).
- It is agreed that the Safety Inspector responsibilities will not include any discipline; however, safety breaches will be reported to the appropriate Company representative. The normal workday shall be as defined in Article 5.13.

Maintenance

- **Senior Craftsperson:** Must have successfully completed the requirements for Tradesperson's qualifications or hold an inter-provincial trade certificate qualification in a journeyperson trade and have worked as one year as a Craftsperson 1. Experience in the Petro Chemical/Oil and Gas Industry is preferable.
- **Craftsperson 1:** Must have successfully completed the requirements for Tradesperson's qualifications or hold an inter-provincial trade certificate qualification in a journeyperson trade or completed the fourth year of the five (5) year instrumentation apprenticeship program. Experience in the Petro Chemical/Oil and Gas Industry is preferable.
- **Craftsperson 2:** A mechanical aptitude and an analytical approach to problem solving is essential. Applicant must meet all requirements of the apprenticeship program and pass the government slotting exam at this year level of apprenticeship. (Refer to the attached Apprenticeship Agreement). Experience in the Petro Chemical/Oil and Gas Industry is preferable.
- **Craftsperson 3:** A mechanical aptitude and an analytical approach to problem solving is essential. Applicant must meet all requirements of the apprenticeship program and pass the government slotting exam at this year level of apprenticeship. (Refer to the attached Apprenticeship Agreement). Experience in the Petro Chemical/Oil and Gas Industry is preferable.

- **Craftsperson 4:** A mechanical aptitude and an analytical approach to problem solving is essential. Applicant must meet all requirements of the apprenticeship program and pass the government slotting exam at this year level of apprenticeship. (Refer to the attached Apprenticeship Agreement). Experience in the Petro Chemical/Oil and Gas Industry is preferable.
- **Craftsperson 5:** Entry level in an apprenticeship program and must meet the entry level requirements in the FNGP apprenticeship program. (Refer to the attached Apprenticeship Agreement). A mechanical aptitude and an analytical approach to problem solving are essential. Experience in the Petro Chemical/Oil and Gas Industry is preferable.

Note: Each of the above positions requires the following as well:

1. Grade 12 or equivalent technical training.
2. Valid Class 5 driving license
3. Some computer knowledge required
4. Some Craftspersons may be required to operate mobile equipment

Warehouse

- **Senior Warehouseperson:** Minimum of four (4) years practical warehousing experience. Good knowledge of mechanical, instrumentation and piping parts. Knowledgeable of computerized inventory systems. Fully conversant with all aspects of efficient warehousing including both physical and related clerical procedures. Good communication skills. Capable of safe operation of forklift and responsible for training other employees in the warehouse. The full time Warehouse Person is responsible for maintaining all the local Warehouse Processes.
- **Warehouseperson 1:** Minimum of two (2) years practical warehousing experience. Good knowledge of mechanical, instrumentation and piping parts. Familiar with warehouse routines, procedures, and computerized inventory systems. Aptitude for neat accurate clerical work related to recording of inventory transactions. Good communication skills. Capable of safe operation of forklift and capable of training other employees in the warehouse.
- **Warehouseperson 2:** Minimum of one (1) years practical warehousing experience. Good knowledge of mechanical, instrumentation and piping parts. Aptitude for neat accurate clerical work related to recording of inventory transactions. Good communication skills and capable of safe operation of forklift.
- **Warehouseperson 3:** Good knowledge of mechanical, instrumentation and

pipng parts. Aptitude for neat accurate clerical work related to recording of inventory transactions. Good communication skills. Capable of safe operation of forklift.

Note: Each of the above positions require the following as well:

1. Grade 12 or equivalent technical training.
2. Valid Class 5 driving license
3. Some computer knowledge required.

Tool Crib

- **Tool Crib:** A mechanical aptitude and an analytical approach to problem solving is essential. Previous experience in one or more of the following would be preferred: pneumatic, hydraulic, electric tools repairs and small engine repairs. Experience in the Petro Chemical/Oil and Gas Industry is preferable.

Note: The above position requires the following as well:

- 1 Grade 12 or equivalent technical training.
- 2 Valid Class 5 driving license
- 3 Some computer knowledge required.

Lubrication-Oiler

- **Lubrication-Oiler 1:** All qualifications of a Lubrication specialist from a recognized educational institution such as the Society of Tribologists and Lubrication Engineers. Five years or more experience in the Petrochemical Industry. Three years experience as a Lubrication-Oiler 2.
- **Lubrication-Oiler 2:** All qualifications of a Lubrication-Oiler 3. Basic training in Failure Analysis and Reliability Based Maintenance. Certification in Lube oil analysis from a recognized educational institution. Three to five years experience in the Petrochemical Industry. Two years experience as a Lubrication-Oiler 3.
- **Lubrication-Oiler 3:** grade 12 or equivalent technical training, valid Class Five Driver's License, basic computer skills, a good mechanical aptitude with an analytical approach to problem solving. Two to three years experience in the Petrochemical Industry. One year experience as a Lubrication-Oiler.

Service Mechanic

- **Service Mechanic 1:** A mechanical aptitude and an analytical approach to problem solving is essential. Applications for this job will be slotted in this position dependent on previous qualifications and experience as noted in the

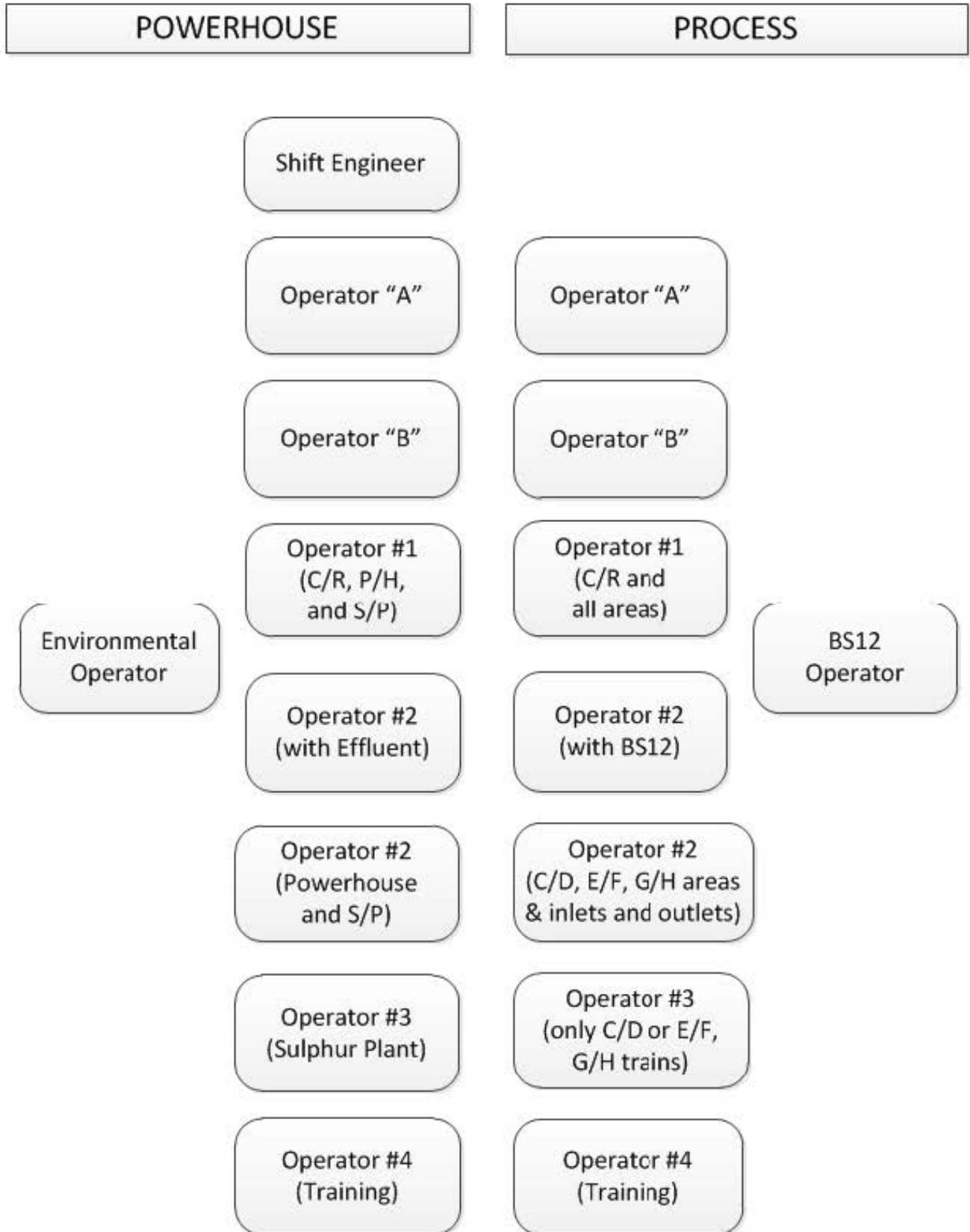
Collective Agreement. Experience in the Petro Chemical/Oil and Gas Industry is preferable.

- **Service Mechanic 2:** A mechanical aptitude and an analytical approach to problem solving is essential. Applications for this job will be slotted in this position dependent on previous qualifications and experience as noted in the Collective Agreement. Experience in the Petro Chemical/Oil and Gas Industry is preferable.
- **Service Mechanic 3:** A mechanical aptitude and an analytical approach to problem solving is essential. Applications for this job will be slotted in this position dependent on previous qualifications and experience as noted in the Collective Agreement. Experience in the Petro Chemical/Oil and Gas Industry is preferable.

Note: Each of the above positions require the following as well:

1. Grade 12 or equivalent technical training.
2. Valid Class 5 driving license
3. Some computer knowledge required.

Operations Classification Structure



APPENDIX B – Allowances

In addition to the base wages, shift workers will be paid the following shift differentials:

Shift Differentials - Shift Workers:				
<i>Hours Worked</i>	Feb. 1, 2015	Feb. 1, 2016	Feb. 1, 2017	Feb. 1, 2018
Dayshift	\$1.14	\$1.14	\$1.16	\$1.19
Nightshift	\$2.57	\$2.57	\$2.62	\$2.69

Shift differentials will not be included when computing overtime or pay for holidays not worked.

Employees who are assigned to a seven day continuous operation and rotate on a three 8 hour shift basis shall receive a shift differential payment as follows:

Hours Worked	Feb. 1, 2015	Feb. 1, 2016	Feb. 1, 2017	Feb. 1, 2018
(a) 8 am to 4 pm	\$0.83	\$0.83	\$0.85	\$0.87
(b) 4 pm to Midnight	\$1.77	\$1.77	\$1.81	\$1.85
(c) Midnight to 8 am	\$3.02	\$3.02	\$3.08	\$3.16

Employees when assigned to a regular day shift schedule will not receive the premium in (a) above.

Category	Feb. 1, 2015	Feb. 1, 2016	Feb. 1, 2017	Feb. 1, 2018
Northern Travel Allowance	\$1,198.40	\$1,198.40	\$1222.37	\$1252.93
Meal Allowance	\$36.52	\$36.52	\$37.25	\$38.18
Safety Boot Allowance	\$283.62	\$283.62	\$289.29	\$296.52
Power Engineering Certificate Bonus: 1 st Class	\$644.29	\$644.29	\$657.18	\$673.61
2 nd Class	\$536.91	\$536.91	\$547.65	\$561.34
3 rd Class	\$214.76	\$214.76	\$219.05	\$224.53
Shift Differentials	Plus 3.75%	Plus 0.00%	Plus 2.00%	Plus 2.50 %
BC Industrial First Aid Certificate	\$1.45	\$1.45	\$1.48	\$1.52
Waste Water Certificate	\$0.45	\$0.45	\$0.46	\$0.47
Effluent Plant Premium	\$1.98	\$1.98	\$2.02	\$2.07

APPENDIX C – Service Mechanic Program

SECTION 1

The intent of the Service Mechanic Program is to:

1. Train the Yardcrew to increase their knowledge and skill level in areas that would be of benefit to Spectra Energy and the employee.
2. Pay the Service Mechanic a higher rate than the Yardcrew in direct proportion to their new skills.
3. Stabilize the Yardcrew by giving them a greater incentive and the opportunity to improve themselves.
4. Train the Service Mechanic to be able to function as a tradesperson's helper.

All of the training done will be mandatory and done during the regular day shift for the employee. The Company will pick what training will be given and when it will be given for each employee. The Company will endeavour to provide this training so that each Service Mechanic Trainee is able to receive the top rate within eighteen months. There will be no minimum time frame before the employee could attain any rate increase. When the employee has reached a specific skill level his/her pay will be maintained at that level.

In Section 2 is a list of training that could be given in each area and the four groups these areas have been divided into.

In Section 3 is the line of progression from Yardperson 2 to Service Mechanic 1.

SECTION 2

1. How to Use Hand Power Tools Safely:

This would cover how to use most of the hand and power tools that an individual might come into contact within the course of this work.

2. Carpentry:

General rough carpentry such as boarding, framing in a wall or building a bench, etc.

3. Painting:

How to use a spray gun, brush or roller. Types of paint, paint thickness and any special safety precautions that should be taken.

4. Cement Masonry:

How to mix cement to obtain the correct strengths. Know Spectra Energy specifications. Install rebar and pour a sidewalk.

5. Wall, Floor and Ceiling Installation:

Replace ceiling tiles, floor tiles, replace wall board and repair a floor.

6. Roofing, Damp and Waterproofing:

Repair roofing leaks and leaks in walls, install and repair gutters, knowledge of plastic and glues.

7. Insulation:

Install temporary wrap on equipment and piping and valve blankets.

8. Tube and Clamp Scaffolding:

To be able to safely erect tube and clamp scaffolding.

9. Asbestos Removal:

Know the different methods of how to safely remove, handle and dispose of asbestos.

10. Valve Repairs and Maintenance:

Safely dismantle and clean all types of valves. Participate in valve maintenance program.

11. Welder's Helper:

Be able to safely use a cutting torch, cut material and provide close assistance to the welder.

12. Hoisting and Rigging:

Take a standard hoisting and rigging course, be able to safely rig equipment for performance work.

13. Equipment Servicing:

Do general servicing and lubrication to the heavy duty equipment and trucks.

14. Equipment Operation:

Safely use the Bobcat, Forklifts and J.L.G.

15. Crane Operation:

Safely use the mobile cranes.

16. The training program should be divided into four groups as indicated.

Group 1	Numbers 1, 11, 12	Safety Welder / P.F. Helpers
Group 2	Numbers 7, 8, 9, 10	Insulation
Group 3	Numbers 2, 3, 4, 5, 6	Carpentry, Building Repairs
Group 4	Numbers 13, 14, 15, 16	Equipment Operating & Servicing

SECTION 3

Yardperson 2

Employees hired as Yardperson 2 will progress to a Yardperson 1 after maximum of six months service.

Yardperson 1

Employees in Yardperson 1 classifications will progress to Utility person after maximum of one year service.

Utility Person

Service Mechanic 3

Employees completing training in one group will progress to Service Mechanic 3.

Service Mechanic 2

Employees completing training in two groups will progress to Service Mechanic 2

Service Mechanic 1

Employees completing training in three groups will progress to Service Mechanic 1.

APPENDIX D – Apprenticeship Program - Maintenance Department

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DEFINITIONS:

Apprentice: means a person who, to receive training, enters into an apprenticeship agreement or a registered apprenticeship agreement.

Apprenticeable Trade: means a trade included in Schedule B of the Apprenticeship regulations.

Apprenticeship Board: means the BC Industrial Training and Apprenticeship Commission (ITAC).

Certificate of Apprenticeship: means a certificate of Apprenticeship issued by ITAC.

Certificate of Qualification: means a certificate of qualification issued by ITAC.

Designated Trade: means a trade included in Schedule A of the regulations.

Evaluation Group: means a committee made up of the training Specialist (or his/her designated appointee) and two Plant appointees nominated by the Company.

Joint Apprenticeship Committee: means a committee made up of the Training Specialist (or his/her designated appointee), one other supervisory appointed by the Company, and one person appointed by the bargaining unit (if applicable). This would be site-specific.

Registered Apprenticeship: means an Apprenticeship Agreement registered by the Director of Agreement Apprenticeship.

Regulations: means the ITAC regulations.

Trade: includes a skill trade occupation designated by ITAC.

A. INTRODUCTION

The purpose of the program is to provide a means of training to employees who wish to pursue a career through an apprenticeship program in a recognized trade. These guidelines have been developed to assist employees in understanding the general practice and procedures related to the program. The program is recognized as requiring the active participation of the Company, the employees and various levels of government. Apprenticeship positions covered by these

guidelines will be outside the normal complement. All apprentices shall join the bargaining unit on their date of hire, and be entitled to all benefits and representation as per the Collective Agreement, until the apprenticeship is completed or terminated.

B. COVERAGE

The program will cover trades designated as necessary by Spectra Energy. The number of apprentices required in any and all trades and classifications covered by the program shall be at the discretion of the Company.

C. BASIC REQUIREMENTS FOR APPRENTICES – GENERAL

1. The person applying for the posted apprenticeship must meet all the requirements of the Apprenticeship Board, as per Appendix A, and Company requirements as per Appendix B.
2. In order to enter the program, an employee will be required to enter into an apprenticeship contract or indenture with the Company.
3. The Company will set standards for entry into the program at various levels. This will take into consideration past experience and training, and successfully passing an Apprenticeship Board placement examination.
4. The length of apprenticeship will be as prescribed by the Apprenticeship Board.
5. The training syllabus for each trade shall be as prescribed by the Apprenticeship Board to meet the needs of the particular trade.
6. The employee's rate of pay will be in accordance with Section G-1 of this document. This section will be site-specific.

D. ENTRY TO PROGRAM

1. The apprenticeship opening will be posted as per the Collective Agreement where applicable.
2. The applicant will apply through the training Specialist or his/her designated appointee.
3. All applicants will be reviewed by the Evaluation Group consisting of the Training Specialist (or his/her designated appointee) and two plant appointees nominated by the Company.
4. All applicants that meet the requirements set down by the Apprenticeship Board and Company will then be required to write an aptitude test supplied by a third party. The requirements are outlined in Appendix A and Appendix B.
5. Upon successfully passing the aptitude test, the candidate will then be interviewed by the Joint Apprenticeship Committee.
6. The successful candidate for an apprenticeship should be selected based on their past experience, work performance, qualification, and seniority then by a test score.

• **TESTS**

A candidate for an Apprenticeship must take the tests noted earlier and obtain the minimum marks in each test. The tests will demonstrate that a candidate for an apprenticeship can succeed in and is prepared for the schooling portion of the Apprenticeship Provincial Program. The test results will bear NO weight in a candidate being selected for an apprenticeship but only demonstrate that a candidate is able to contend with the academic load of school. All of the candidates who have passed the tests shall proceed to the interview portion of the FNGP Apprenticeship Program.

• **INTERVIEW**

The interview will decide who the successful candidate will be for an Apprenticeship after the candidates have passed the required tests. The current company Hiring Team Guidelines shall be used to select the successful candidate for an apprenticeship. A hiring team, with at least two representatives from the group where the apprenticeship resides and the Team Leader of Maintenance, shall be formed and interview each candidate. A candidate's performance, experience, and qualifications shall be used to determine the successful candidate for the Apprenticeship. Where these factors are relatively equal among candidates, then seniority shall govern the successful Apprenticeship Candidate. In the event that there is only one candidate for an Apprenticeship the candidate will still be required to meet the minimum test standards before being allowed to enter into the apprenticeship.

7. Employees accepted into the program will enter into a preliminary agreement of apprenticeship with the Company for period of three months. Such an agreement will be registered with the BC Apprenticeship Board.
8. If at the end of the three month preliminary period both the employees and the Company are prepared to continue the Agreement of Apprenticeship, then a contract or indenture will be made and registered with the BC Apprenticeship Board. If at the end of this period the employee, Company or Apprenticeship Board chooses not to continue the indentureship, the employee will return to his/her previous position with the Company.
9. Craftsperson 1 or Senior Craftsperson will only be eligible to bid on an apprenticeship to preserve employment.

E. SCHEDULE OF TRAINING

1. Upon being accepted as an apprentice in a specific trade, an employee shall work at the trade and spend as much time at a vocational school as prescribed by the BC Apprenticeship Board.
2. On-the-Job training: The Joint Apprenticeship Committee will establish written training guidelines for each year of apprenticeship (for each trade). These are included in Appendix C.
3. The Training Specialist (or his/her designated appointee) will monitor and administer (in conjunction with the Maintenance Team Leader) the assignments of training activities.
4. The Training Specialist (or his/her designated appointee) will be the liaison with the Apprenticeship Board on all matters of training and scheduling.
5. Upon completion of each session of school training at an approved vocational school, an employee will be required to pass the examinations set by the school and the Apprenticeship Board.
6. In the event of failure to pass examinations, the employee shall be required to undergo a period of retraining on the subject material specified by the Apprenticeship Board and will be required to be re-examined within twelve months.
The employee will pay his/her own expenses for repeating any school training and will be reimbursed the per diem allowances after successfully completing the "repeat" year.
7. Failure to pass a second training and schooling period will result in removal from the program.
8. Employees who are removed or who remove themselves from the program will have the opportunity to bid on any job opening that exists at this time. However, if a vacancy does not exist the employee may be terminated.

F. PAY AND ALLOWANCES WHILE ATTENDING VOCATIONAL SCHOOL

1. While attending an approved vocational school under the direction of the BC Apprenticeship Board, the apprentice will be eligible for all allowances from Human Resources Development Canada that he/she is qualified to collect. This will be returned to the Company and employee's pay will remain whole.
2. During attendance at any particular year of vocational school, the apprentice will receive from the Company on his/her regular payday, pay equal to his/her regular straight time pay based on his/her regular work schedule (at no time will the employee benefit in pay above his/her regular work schedule). Happy Fridays while in attendance will be paid for at the straight time rate.
3. In addition to their regular rate of pay based on his/her work schedule, employees attending vocational schools will receive a per diem allowance. Changes in this per diem will be reflected in the Company Policy & Procedure Manual.
4. Employees will turn back to the Company all allowances received from the government except where the employee pays his/her own travel expenses with no assistance from the Company. In this case, the employee will keep the travel allowance paid by the government.
5. In the event of sickness or absence while attending trade school, this absence will be handled as per specific Plant Administrative procedures.

6. The Company will reimburse the apprentice for the cost of all required books. This will be done on a regular personal expense form when the apprentice returns from that school year and after said equipment is turned back to the Company.

G. PROGRESSION WITHIN THE PROGRAM

1. When an employee is accepted into the program, the employee will be classified and paid as follows:
 - Craftsperson V Entry of Apprenticeship
 - Craftsperson IV After successful completion of 1st year training
 - Craftsperson III After successful completion of 2nd year training
 - Craftsperson II After successful completion of 3rd year training
 - Craftsperson I After successful completion of 4th year.
2. If the work period established by the BC Apprenticeship Board is exceeded due to the Company not permitting the employee to attend a previously scheduled period of training at a vocational school, the employee will be temporarily reclassified and temporarily receive the increased rate from the date he/she would have received it had he/she attended the scheduled course and passed the examinations. Should he/she not pass the examinations at the next scheduled attendance at vocational school, his/her classification and rate of pay will revert effective from the date of failure.
3. Should deferral by the Company of one particular year at vocational school cause subsequent years to be delayed, the apprentice will be reclassified to the appropriate level one year after the previous upgrade, pending successful completion of the delayed attendance at vocational school. In the event of a deferral under this section, sincere efforts will be made to schedule future attendance at vocational school to permit the apprentice to return to the schedule he/she would have been on had the Company not deferred his/her attendance originally.
4. In the event an employee attends vocational school and successfully passes the tests prescribed by the BC Apprenticeship Board prior to completing the scheduled year, reclassification and rate of pay will be effective on the completion of the scheduled year.
5. If an employee does not attend a particular year's training within the twelve month period because of any action or lack of action by the employee, the reclassification and increase in rate will only be effective after successful completion of that period of training. Retroactive will not apply.
6. The work period to qualify for Craftsperson I rate shall be four years. Any credits granted by the BC Apprenticeship Board shall be applied to this four year period. Where the requirements for tradesperson qualification is three (3) years, the employees in those trades will progress one classification at nine (9) month intervals provided they have successfully completed the training within the required time.
7. Upon successful completion of the apprenticeship program, there shall be no guarantee of employment in their trade. However, the apprentice will be given first consideration for any vacancy that may exist within their trade.
8. Should the Company determine there will not be a vacancy within their trade upon completion of the apprenticeship, the apprentice will be given first consideration for any vacancies that may exist in any progression up to 6 months prior to the normally prescribed completion of the apprenticeship for which they are qualified.
9. Should no vacancy exist in any progression as provided for in (8) above or upon the successful completion of the apprenticeship, and subject to meeting the qualification required in the classification, the apprentice will be able to exercise their plant seniority to bump the most junior employee in the plant within the Bargaining Unit.

APPENDIX A (OF APPRENTICESHIP PROGRAM)

Apprenticeship Board Entrance Standards

Health

Good general health, ability and capacity to do the job.

Education

The Provincial Industrial Training and Apprenticeship Commission (ITAC) strongly recommends that although the recommended minimum education requirements for some of the skilled trades is successful completion of Grade 10 or equivalent, all students planning to enter the skilled trades strive to complete a Grade 12 education that includes the following courses:

English 12 English
Composition 11 (Practical Writing Skills)
Mathematics 10
Algebra 11 or Trade Mathematics 11
Science 10
Physics 11 or Science and Technology 11

The minimum education requirements for entry into the following trades is successful completion of Grade 12 or equivalent, including English 12, Algebra 11 or Trade Mathematics 11 and Physics 11 or Science and Technology 11:

Piping Trades

Gas Fitter
Plumber
Refrigeration and Air Conditioning Mechanics
Sprinkler Fitter
Steamfitter/Pipefitting

Electrical Trades

Electrician
Power Lineman
Winder Electrician

Millwright/Machinist Trades

Machinist
Machinist Fitter
Tool and Die Maker

Electronics and Related Trades

Community Antenna Television Technician
Electronics Technician
Industrial Instrumentation Mechanic
Radio and Television Repairer

Motor Vehicle Trades

Motor Vehicle Mechanic
Commercial Transport Vehicle Mechanic
Heavy Duty Mechanic

The minimum education requirement for entry into the following trades is successful completion of Grade 10 or equivalent, including English 10, Mathematics 10 and Science 10:

Metal Fabrication Trades

Sheet Metal Worker

Other

Welder
Warehouseperson

Only ITAC may vary these recommended standards to meet the special requirements of a trade, as recommended by a Provincial Trade Advisory Committee and the Apprenticeship Branch, Ministry of Education, Skills and Training.

APPENDIX B (OF APPRENTICESHIP PROGRAM)

Company requirements:

1. Applicant meets the requirements of the Apprenticeship Board.
2. Applicant passes the aptitude test.
3. Evaluation of work record, attitude, enthusiasm and commitment conducted by the Joint Apprenticeship Committee.
4. Meets all physical requirements of the trade.
5. Applicant must agree to the conditions that are set forth in these guidelines.

APPENDIX C (OF APPRENTICESHIP PROGRAM) INSTRUMENT APPRENTICESHIP

Objectives

The Spectra training is designed to match the BC Government Apprenticeship program and provide the apprentice with practical experience to prepare him/her for the next year's theory and solidify his/her past year's technical training.

Prior to First Year Technical Training

- Plant Safety
 - I/E shop tools
 - I/E departmental functions, interrelationship to other departments
- Identify regulators, control valves, positioners, pressure transmitters, recorders, impulse tubing.

FIRST YEAR TECHNICAL TRAINING (BC GOVERNMENT)

Course Outline

Unit One Tubing and Fittings

- Topic 1 Tubing
2 Fittings

Unit Two Instrument Air Supply Systems

- Topic 1 Compression
2 Air Dryers
3 Moisture Measurements

Unit Three Indicating and Recording Instruments

- Topic 1 Control Panels
2 Indicators
3 Recorders
4 Chart Drives

Unit Four Pressure Measurement

- Topic 1 Pressure
2 Manometers
3 Deadweight Testers

- 4 Pressure Elements
- 5 Pressure Gauges

Unit Five Basic Lever Mechanics

- Topic 1 Lever Mechanisms
- 2 Calibration
 - 3 Special Mechanisms

Unit Six Basic Pneumatic Receivers

- Topic 1 Basic Pneumatic Receivers
- 2 Calibration of Receivers
 - 3 Servo-Driven

Unit Seven Temperature Measurement (Mechanical-Hydraulic)

- Topic 1 Concepts of Heat Transfer
- 2 Temperature Scales & Conversions
 - 3 Glass Stem Thermometers
 - 4 Bi-Metallic Thermometers
 - 5 Filled Thermal Systems
 - 6 Classification of Filled Thermal Systems
 - 7 Temperature Sensor
 - 8 Calibration

Unit Eight DC Electricity

- Topic 1 DC Electricity

Unit Nine Basic Pneumatic Instrument Components

- Topic 1 Motion Detectors
- 2 Self-Balancing
 - 3 Relays

Unit Ten Feedforward and Feedback Instruments

- Topic 1 Feedforward and Feedback
- 2 Feedforward Instruments
 - 3 Feedback Instruments
 - 4 Motion Balance & Force Balance
 - 5 Force Balance Instrument
 - 6 Motion Balance Instruments

Unit Eleven Regulators

- Topic 1 Basic Theory & Applications
- 2 Regulator Types
 - 3 Pilot Operated Regulators
 - 4 Differential Regulators
 - 5 Self-Acting Temperature Regulator
 - 6 Level Regulators

Unit Twelve Control Valves

- Topic 1 Purpose of Control Valves
- 2 Actuators
 - 3 Ported and Plug Valves
 - 4 Butterfly Control Valves
 - 5 Vee-Ball Control Valves
 - 6 Ball Valves
 - 7 Specialty Control Valves
 - 8 Valve Positioners - Introduction
 - 9 Valve & Positioner Maintenance

FIRST TO SECOND YEAR PRACTICAL

EXPERIENCE WITH:

1. Use of deadweight tester and/or test manometer to calibrate two types of pressure gauge:
 - a. above atmospheric (PSIG);

- b. below atmospheric (PSIA) and inches of vacuum. Adjustment of zero and span. Use gauges and soap test to leak test piping system assembled by apprentice.
2. Make-up, installation and check-out of 2, 3, and 4-way electrical solenoid valves, using tubing and compression fittings for operating diaphragm valves and pistons.
3. Stripping down and carrying out full maintenance (replace seals, etc.) of a piston type valve actuator (check leakage, etc.)
4. Using a multimeter to check operation and settings of pressure, flow, or level switches used in an alarm circuit, and using multimeter to troubleshoot and measure voltage, current and resistance in electrical circuits.
5. Maintenance of chart inking systems, and performing link and lever calibrations, including span, zero and linearity checks of a pneumatic.
6. Replacing diaphragms and checking performance of a pressure regulator.
7. Maintenance of a diaphragm valve top works (inspect diaphragm, replace seal, check stroke, etc.)
8. Maintenance of a ported type control valve body, U-ball valve, butterfly valve, etc.
9. Changing or installing reduced trim in a control valve, and checking operation.
10. Soldering of splices, connectors and printed circuits.
11. Cutting, bending and fitting copper tubing; using and identifying fittings,
12. Cutting, threading and fitting galvanized piping for air supply headers.
13. Maintenance of instrument air systems. Use wet and dry bulb and dew point tables to check moisture content of plant instrument air.

EXPOSURE TO:

1. Level, density, thermocouple and resistance temperature measuring systems.
2. Orifice plate, flow nozzle, venturi, weirs and flume flow metering systems.
3. Pneumatic valve positioners, relays, pressure and differential-pressure transmitters.

SECOND YEAR TECHNICAL TRAINING

Course Outline

Unit One Temperature Measurement - Electrical

- Topic 1 Thermocouple
 2 Resistance Thermal Detection
 3 Thermistors
 4 Radiation Pyrometers

Unit Two Flow Measurement - Head Flowmeters

- Topic 1 Head Flowmeters
 2 Flow Measurement

Unit Three Connecting Piping

- Topic 1 Connecting Piping for Flow and Pressure Instruments

Unit Four D.C. Electricity

- Topic 1 Bridge Circuits
 2 Voltage Dividing Networks
 3 Analog Electrical Meter Movements D.C. Meter Circuits
 4 Alternating Current Components

Unit Five Pressures Temperature and Differential Pressure Transmitters

- Topic 1 Motion Balance Pressure and Temperature Transmitters
 2 Motion Balance D/P Transmitters
 3 Force Balance Pressure and Temperature Transmitters
 4 Force Balance D/P Transmitters
 5 Mercury Type Meters
 6 Electronic Force Balance D/P Transmitters

Unit Six Valve Positioners and Damper Drives

- Topic 1 Force Balance Positioners

- 2 True Force Balance Positioners
- 3 Motion Balance Positioners and Position Transmitters
- 4 Damper Drives
- 5 Variable Displacement Chemical Metering Pumps
- 6 Current to Pneumatic Transducers ElectroPneumatic Valve Positioners

Unit Seven Level Measurement

- Topic
- 1 Gauge Glasses
 - 2 Specific Gravity
 - 3 D/P Cell
 - 4 Diaphragm Transmitter
 - 5 Displacement Transmitter
 - 6 Ultrasonic Transmitter
 - 7 Radiation Transmitter
 - 8 Float Transmitter
 - 9 Capacitance Probe
 - 10 Tank Weight Measurement

Unit Eight Fluid Density

- Topic
- 1 Units of Density
 - 2 Hydrometers
 - 3 Balanced Flow Vessel Transmitters
 - 4 Buoyancy Displacement Meters
 - 5 Hydrostatic Head Density Meters
 - 7 Refractometers
 - 8 Nuclear Density

SECOND TO THIRD YEAR PRACTICAL

Experience with:

1. Field Calibration of pneumatic transmitter.
2. Installing lines and auxiliary components to an orifice flow element, inspecting installation of element and connecting lines.
3. Inspecting a thermocouple installation, checking well junction blocks and thermocouple lead wire materials.
4. Making up a replacement thermocouple. Using temperature millivall tables to read temperature using a potentiometer. A complete calibration of an indicator/recorder using potentiometer output.
5. Checking out a resistance bulb temperature element. Calibrating a resistance recorder using a decade resistance box. Using resistance vs. temperature tables to check field installation.
6. Inspecting and carrying out full maintenance on a D/P cell, and becoming familiarized with the use of suppressed or elevated zero usage for level measurement. (Inspecting plant installation if available.)
7. Full Maintenance and checking operation of a valve positioner or damper operator (preferably with cam).
8. Installing or carrying out inspection of a split range system for control valve operation.
9. Maintenance of a displacement level control element.
10. Overhauling a rotameter and reinstalling it.
11. Calibration and maintenance of density measuring systems.

Exposure to:

1. Instrument electronic schematic drawings.
2. Pneumatic relays and controllers.
3. Evaporators (if available) or other heat exchange type process.
4. Instrument ship electronic test gear (e.g. oscilloscope, digital voltmeters, etc.)
5. Simple digital logic systems as they are available in the plant.
6. Controllers used on line controlling level, temperature, flow, pressure, etc.

THIRD YEAR TECHNICAL TRAINING

Course Outline

Unit One Pneumatic Relays and Runcion Generators

- Topic 1 Pressure Selecting Relays
2 Pressure Limit Relays
3 Reversing Relays
4 Amplifying and Reducing Relays
5 Computing Relays
6 Square Root Extractors
7 Function Generators
8 Speed Transmitters
9 Pneumatic Integrators
10 Mechanical and Electrical Integrators

Unit Two Automatic Control Theory and Control Stability

- Topic 1 Open and Closed Loop Concepts
2 Control Loop Stability
3 Loop Gain and Loop Component Gains
4 Valve Gain

Unit Three Automatic Controllers

- Topic 1 Controllers: Automatic Control Modes
2 Control Mode
3 Controller Operation and Alignment
4 Auto/Manual Transfer Station

Unit Four Tuning Automatic Control Loops

- Topic 1 Ultimate Sensitivity Method
2 1/4 Decay or Damped Oscillation Method
3 Tuning Map Method
4 Trial and Error Method
5 Successive Progression (Self Tuning)

Unit Five Control Systems

- Topic 1 Duplex Control
2 Auto-Selection Control
3 Relation Control
4 Cascade Control
5 Gap Action Control

Unit Six Electronics

- Topic 1 Oscilloscopes
2 Use of Oscilloscopes
3 Semi-Conductors
4 Power Supplies
5 Vacuum Tubes (Overview)
6 Amplifiers
7 Transistors
8 Transistors Amplifiers
9 Transistors as Switches
10 Optical Isolators
11 Light Emitting Diodes (LED)
12 Field Effect Transistors (FET)
13 Silicon Controlled Rectifiers (SCR)
14 Operational Amplifiers
15 Timer Integrated Circuits (555)

Unit Seven Digital Logic

- Topic 1 Concept of Digital Versus Analog Data

- 2 Bi-Polar I.C. Technologies
- 3 Metal Oxide Semi-Conductor (MOS)
- 4 Logic Symbols and Truth tables
- 5 Troubleshooting Tools and Techniques
- 6 Logical Troubleshooting and Techniques
- 7 Numbering Systems
- 8 Flip-Flops
- 9 Counters and Shift Registers
- 10 Memories
- 11 Variations in Logic Symbology
- 12 Digital Logic Components Numbering Systems

THIRD TO FOURTH YEAR PRACTICAL TRAINING

Experience with:

1. Calibration, alignment and check-out of a pneumatic force or motion balance controller.
2. Tuning of a pneumatic controller which has been checked out, involving the use of proportional plus integral modes, and carrying out observations of the response of a two or three-mode controller being tuned by an experienced journeyman.
3. Tuning of process control loops on D.D.C. control, using plant computer where applicable.
4. Troubleshooting and repairing both transistorized and vacuum tube power supplies, amplifiers and operational amplifiers. Test gear to include oscilloscopes, digital voltmeters, and signal generators.
5. Process control on evaporation or other heat transfer type process. (Plant opportunity permitting.)
6. Troubleshooting digital logic circuits using a logic probe, a current tracer and a signal pulser.

Exposure to:

1. Magnetic, turbine flowmeters.
2. Control systems, e.g. feedforward, ratio, etc.
3. Distillation and pulp blending processes (if possible).
4. Electronic recorders, transducers and transmitters.
5. Process control computer.

FOURTH YEAR TECHNICAL TRAINING

Unit One Flow Measurement - Flowmeters

- Topic 1
- 1 Magnetic Flowmeters
 - 2 Turbine Flowmeters
 - 3 Swirl Flowmeters
 - 4 Shedding Vortex Flowmeters
 - 5 Ultrasonic Flowmeters
 - 6 Fiber Optic Flowmeters
 - 7 Coriolis/Gyroscopic Flowmeters
 - 8 Solids Flowmeters
 - 9 Target Flowmeters
 - 10 Area Flowmeters

Unit Two Viscosity Measurement

- Topic 1 Viscosity Measurement

Unit Three Consistency Measurement

- Topic 1 Consistency Theory

Unit Four Control Systems

- Topic 1
- 1 Ratio
 - 2 Feedforward Control
 - 3 Control Programmers

Unit Five Wiring Electronic Control Loops

- Topic 1 Associated Components for Electronic Recorders (including Intrinsic Safety)
2 Voltage Control Loop System
3 Current Control Loop System

Unit Six Electronics

- Topic 1 Associated Components for Electronic Recorders
2 Vacuum Tube Recorders
3 Movable Core Transformers (MCT)
4 Transistorized Recorders
5 Strain Gauges
6 Transistorized Transmitters
7 Transistorized Converters

Unit Eight Computerized Process Control

- Topic 1 Overview of Supervisory Languages used in Industrial Process Control Computers
2 Conversational Mode Process Control Languages
3 Overview of Direct Digital Control (DDC) versus Supervisory versus Distributed Control
4 Basic System Hardware
5 Process Control Software

Unit Nine Process System Analysis and Tuning Applications to P.V.I. Facilities

- Topic 1 Pulp Blending
2 Distillation Process
3 Feedforward Control of a Distillation Process

FOURTH AND FIFTH YEAR PRACTICAL TRAINING

Experience with:

- 1 Check out, repair and calibration of a vacuum tube, transistorized, or operational amplifier recorder.
- 2 Check out, repair and calibration of electronic transmitters, converters and transducers.
- 3 Field checking and inspection of ratio and feedforward control loop, including a check of the process constraints involved, and notification procedures (to process operators, etc.) under supervision of an experienced journeyman.
- 4 Maintenance and inspection procedures on a complex flowmeter (magnetic, turbine or mass flow). Calibration and range change procedures.
- 5 Process and control in pulp blending and distillation processes. (Plant opportunity permitting).
- 6 Loop checking voltage and current control systems and intrinsic safety barriers (if applicable).
- 7 Process control computer hardware and simple software manipulation for process control in plant, if available.

Exposure to:

- 1 Analytical instruments, e.g. pH, O.R.P., conductivity, D.O., oxygen and combustibles analyzers, chromatographs and pollution measuring instruments, personal protective analyzers and X-ray analytical measuring devices (plant opportunity permitting).
- 2 Electronic analog and digital controllers.
- 3 Steam generation and mineralization (acid-base blending) processes.
- 4 Industrial distributed control system, to include data highway communication system.

FIFTH YEAR TECHNICAL TRAINING

Course Outline

Unit One Analytical Instrumentation

- Topic 1 pH Measurement
2 Oxidation Reduction Potential (O.R.P.)

- 3 Specific Ion Measurement
- 4 Conductivity Measurement
- 5 Dissolved oxygen (D.O.) Analysis
- 6 X-Ray Analytical Measurement
- 7 Infrared Analysis
- 8 Gas Chromatography
- 9 Oxygen, Carbon Dioxide and Carbon Monoxide Analysis
- 10 Personal Protective Analyzers
- 11 Chemical Oxygen and Combustibles
- 12 Electronic Oxygen and Combustibles Analyzers
- 13 Boiler Combustion Efficiency
- 14 Smoke Detectors
- 15 Applications of Analytical Instrumentation

Unit Two Pollution Control

- Topic 1 Pollution Control Terms
- 2 Waste Treatment Control
 - 3 Water Treatment Control

Unit Three Electronic Controllers

- Topic 1 Operational Amplifiers and Feedback Techniques
- 2 Controller Electronics
 - 3 Circuit Study and Troubleshooting
 - 4 Electrical Noise Interference on Signal Lines

Unit Four Boilers and Boiler Controls

- Topic 1 Combustion Theory
- 2 Boiler Types and Components
 - 3 Control Instrument Diagram Symbolology (I.S.A. or SAMA)
 - 4 Furnace Draft Control Systems
 - 5 Combustion Control Systems
 - 6 Master Pressure Control System (Plant Master/Boiler Master)
 - 7 Drum Level Control Systems (Feedwater)
 - 8 Steam Temperature Control
 - 9 Hydrostatic Testing
 - 10 Safety Flame Failure and Interlock Systems

Unit Five Computer Control

- Topic 1 Basic Computer Languages and Program Development
- 2 Multi-Level Computer Control Software Concepts (Overview)
 - 3 Process Computer Control
 - 4 Loop Configuration and Programming
 - 5 Data Communication
 - 6 Hardware
 - 7 Hardware Diagnostics

Bibliography

1. 1986 Printing, B.C. Ministry of Labour, Industrial Instrumentation Training Guide.

LETTER OF AGREEMENT

Allowance Adjustment

January 21, 2017

Unifor
Local 862
Fort Nelson, BC

Dear Sirs,

This letter will confirm the agreement of the parties to the method to be used to calculate and implement adjustments to the Meal Allowance, Shift Differentials, Northern Travel Allowance, Safety Boot Allowance, First Aid Certificate Bonus and Power Engineering Monthly Premium (the allowances).

Allowance Adjustments

On each anniversary date during the term of this agreement the Company will calculate the proposed new level of each of the allowances by applying the annual adjustments to the wage rates effective on that date to the then existing level of each of the allowances. The resulting calculated amount will be referred to as the proposed allowance.

Unifor

Spectra Energy

Kevin Fellers
President, Unifor Local 862

Clayton Leavitt
Director, Fort Nelson

LETTER OF UNDERSTANDING

Training

January 21, 2017

Unifor
Local 862
Fort Nelson, BC

Dear Sirs:

This letter will confirm it is the intention of the Company to assist the operating and maintenance employees to obtain any necessary training to obtain Steam, or other certificates required to perform their job functions, and/or upgrade their skills including second trades tickets. Such training, whether on or off site will be at the discretion of the Company, however, such training will not be unreasonably denied.

Yours truly,

Clayton Leavitt
Director, Fort Nelson

LETTER OF AGREEMENT

Housing

January 21, 2017

Unifor
Local 862
Fort Nelson, BC

Dear Members:

The Company and the Union agree to establish a joint committee to review and develop recommendations on the changes to the current Fort Nelson Housing Assistance Policy. It is understood that the recommendations shall deal with the form of assistance only and not the level of assistance. The level of assistance shall be maintained at the current levels. The committee's recommendations shall be forwarded to the Area Manager for review and final decision. The Company and the Union shall meet to determine committee membership, further terms of reference (as needed) and the schedule of the committee.

Unifor

Spectra Energy

Kevin Fellers
President, Unifor Local 862

Clayton Leavitt
Director, Fort Nelson

LETTER OF AGREEMENT

Second Class Power Engineering Training Assistance

January 21, 2017

Unifor
Local 862
Fort Nelson, BC

Dear Members:

The Company agrees that assistance will be given to employees trying to obtain their BC Second Class Steam Certification. It is understood that this assistance will only be given to an employee after he/she passes at least three (3) exams of the BC Second Class Steam Certificate. The employee will determine which of the other three (3) exams he/she would like to attend a school tutorial for. The Company will provide to the employee a three (3) week leave paid for each of the three (3) exams selected by the employee to BCIT, return travel costs to the educational facility, and a per diem at the same rate of the Apprenticeship Program (currently \$70.00 / day).

Unifor

Spectra Energy

Kevin Fellers
President, Unifor Local 862

Clayton Leavitt
Director, Fort Nelson

LETTER OF AGREEMENT
Family Responsibility Leave

January 21, 2017

Unifor
Local 862
Fort Nelson, BC

Re: Family Responsibility Leave

This is to advise you that management accepts that just as employees may be unavoidably absent from work because of personal sickness, they may also be absent from work for reasons of family responsibility. If an employee must miss work because of personal sickness or family responsibility, the employee is required to give as much prior notice as possible, and explain the reason for the absence and its expected duration directly to the appropriate Team Leader or the person the Team Leader may designate.

Unifor

Spectra Energy

Kevin Fellers
President, Unifor Local 862

Clayton Leavitt
Director, Fort Nelson

LETTER OF AGREEMENT

3% Wage Increase

January 21, 2017

Unifor
Local 862
Fort Nelson, B.C.

Dear Members:

With the elimination of first line supervision the members of Local 862 assumed some of the job functions that traditionally were the responsibility of management. These responsibilities do not include discipline. A schedule listing these duties which members of Local 862 assumed is noted below.

In recognition of the transfer of these responsibilities to members of Local 862, the Company agreed to a 3% increase to the base pay of all members of Local 862 effective March 19, 1997.

The Company and the Union further agree that any member of the Powerhouse who holds a Second Class Power Engineering Certificate can voluntarily assume the responsibilities that allow the Company to meet the requirements of the Boiler Branch. Those employees that opt to assume those responsibilities will be paid Shift Engineer rate.

Unifor

Spectra Energy

Kevin Fellers
President, Unifor

Clayton Leavitt
Director, Fort Nelson

DUTIES TO BE ASSUMED

COMMON

Vacation Scheduling

Schedule vacations fairly to provide for adequate coverage with no overtime being incurred. Employee Work Scheduling Ensure all shifts and departments maintain a proper complement size on a day to day basis.

Safety Meetings

Schedule and chair monthly safety meetings. Complete paperwork and forward to appropriate persons. Follow up on safety meetings, safety tour items, etc. to ensure resolutions of outstanding issues.

Time cards

Ensure timecards are filled out properly and submitted on time.

Training Coordinator Contact Person

Each shift and department should elect a contact person the training coordinator would use to convey training requirements and scheduling.

Material Requisitioning

Order and maintain inventory levels in your area or department.

Order OT Meals

Order overtime meals when required. Coordinate with other departments to keep costs to a minimum.

Filing

Ensure all pertinent paperwork is properly stored.

Work Scheduling

Ensure priority work is indicated and attend Planning meetings if possible. Coordinate with each department and operations for proper time management.

Employee Training

Monitor new employees training (mark exams, etc.) and help build core training requirements for each trade.

OPERATIONS

Mutual Trades

Ensure mutual trades are recorded and scheduled.

Initial Reporting of Operational Upsets

Report Operational upsets and environmental problems to the appropriate regulatory bodies.

7:00 a.m. Conference Call

Ensure someone is available to be involved with this call. (The Company was insistent that this call is very important and someone from Process must be available to answer questions or comment if required.)

Update Entrance Sign

Change the gas load, time lost and environmental numbers on the entrance signs.

Flow Phone

If and when implemented this phone would be used to convey plant status to those producers wishing that information. (Similar to the way the Environment Canada has a phone number to call if you want information about the weather).

SAP

Utilize SAP to indicate maintenance requirements.

MAINTENANCE

SAP

Utilize SAP to indicate maintenance requirements. Complete required SAP computer work.

Work

Monitor all work associated with individual trade line backlog including upcoming projects.

Scrutinize all work in respects to quality control, technical merit, code requirements and provide recommendations as to the best way to do the work.

Become familiar with all the work planned on a weekly basis, ensure the overall work priorities are known and ensure that each trade understands the needs of other trades and the expectation of Operations.

LETTER OF UNDERSTANDING

Successor Rights

January 21, 2017

Unifor
Local 862
Fort Nelson, BC

Re: **Successor Rights**

The Company agrees that for the duration of the current Collective Agreement, section 44.2 of the Canada Labour Code, as it exists at the writing of this letter, will be applicable.

Yours truly,

Clayton Leavitt
Director, Fort Nelson

LETTER OF AGREEMENT

Contracting Out

January 21, 2017

Unifor
Local 862
Fort Nelson, BC

Re: Contracting out

Further to discussions at negotiations, work normally performed by bargaining unit employees will not be transferred to another location of Spectra Energy during the term of this Collective Agreement.

Unifor

Spectra Energy

Kevin Fellers
President, Unifor Local 862

Clayton Leavitt
Director, Fort Nelson

LETTER OF UNDERSTANDING

2nd Class Power Engineers Assuming Shift Engineering Responsibilities

January 21, 2017

Unifor
Local 862
Fort Nelson, BC

Further to our discussions regarding the above noted subject matter this letter will confirm the Company's intent in this regard and the resolution of disputes arising from this interpretation.

It is the Company's intention to utilize the ability, knowledge, training and skills of 2nd Class Power Engineers as Shift Engineer who may not be fully qualified as "Shift Engineers" pursuant to the definition of "Shift Engineer" contained in the Collective Agreement provided they are deemed competent by the Company to assume these duties to satisfy our regulatory requirements. Those individuals will be eligible for a 6% premium included in base salary.

Such utilization will be restricted to those times where the Company deems unusual or exceptional circumstances exist.

This item will be reviewed on an annual basis and will be a standing item on the union/management meeting agenda during the term of this agreement.

Should there be abuse of this intent the Company agrees that the language proposed by the union ("6% will be rolled into the base rate with the understanding that employees who possesses a valid BC second Class Steam Certificate and are competent (according to Shift Engineer as per Collective Agreement) will be expected to provide Shift Engineer coverage in the absence of a Shift Engineer, with no further upgrades.") will apply.

In consideration of the above the 2nd Class 6% premium referred to in the Memorandum of Agreement in the 2004-2007 Collective Agreement will be rolled into the base salary.

Unifor

Spectra Energy

Kevin Fellers
President, Unifor Local 862

Clayton Leavitt
Director, Fort Nelson

LETTER OF UNDERSTANDING

Apprenticeship Wage Rate Determination (Retention)

January 21, 2017

Unifor
Local 862
Fort Nelson, BC

For the purposes of establishing the appropriate wage rate for successful applicants for apprenticeship postings and who are applying from a position where their wage rate is greater than the Craftsperson 3 wage rate they will start their apprenticeship at the Craftsperson 3 wage rate. Successful applicants earning a wage lower than Craftsperson 3 will maintain their pre-apprenticeship hourly rate at the start of their apprenticeship. On completion of the qualifications required to advance beyond Craftsperson 3, an employee will be entitled to the appropriate rate for that apprenticeship level.

Eligibility

To be eligible for payment at the Craftsperson 3 wage rate or maintenance of the pre-apprenticeship rate, an employee must have five (5) or more years of continuous service and one of the following:

- A related trade certificate
- A power engineering certificate
- Other relevant technical training or experience

The above consideration will also apply to employees currently in an apprenticeship program.

Unifor

Spectra Energy

Kevin Fellers
President, Unifor Local 862

Clayton Leavitt
Director, Fort Nelson

LETTER OF UNDERSTANDING

Total Outage Turnaround Wage Rates

January 21, 2017

Unifor
Local 862
Fort Nelson, BC

Further to discussions at negotiations, the Company and the Union agree as follows:

Total Outage Turnaround Wage Rates

Level 1

115% of Top Rate (Mc- Sr. Operator, PR – 1C, FN –Shift Engineer)

- Total Outage Turnaround Operations Coordinator
- Total Outage Turnaround Maintenance Coordinator
 - The role description for the level one position is kept with the Total Outage Coordinator and is subject to change.

Level 2

110% of Top Rate Mc- Sr. Operator, PR – 1C, FN –Shift Engineer)

- Total Outage Turnaround Safety Persons or Area Leads (as per location)
- Total Outage Turnaround Maintenance Leads (as per location including Safety Inspectors)
 - Responsible for assisting in the planning process.
 - Responsible for safe execution of Maintenance projects involving contractors.

Level 3

110% of Employee's Base Rate

- All Operators dedicated to the Total Outage Turnaround
- All Maintenance Workers dedicated to the Total Outage Turnaround

- Regular day workers (i.e. Warehouse) dedicated to the Total Outage Turnaround
- Employees will be eligible for the level three upgrade as long as the employee is fully dedicated to the Turnaround time frame. The Turnaround time frame is defined as the posted outage dates which are communicated to our producers.

Unit Shutdown/Project application

The Company and Union agree that there may be circumstances outside of the Turnaround period defined above where a unit shutdown/project requires a Level 1 Coordinator. The work coordination requirements must be essentially the same as a Total Outage. The Company will determine the need for a Coordinator. In the event a Coordinator is required the compensation will be in accordance with Level 1 above.

The Company and Union recognize that there will be no change in the application of Article 4.03 (Fort Nelson) and that the Coordinator Level 1 will only be for limited situations.

Unifor

Spectra Energy

Kevin Fellers
President, Unifor Local 862

Clayton Leavitt
Director, Fort Nelson

LETTER OF UNDERSTANDING

Environmental Operator

January 21, 2017

Unifor
Local 862
Fort Nelson, BC

Re: Environmental Operator

The Environmental Operator is responsible for all aspects of the safe and efficient operations of the effluent plant and is required to be fully trained and familiar with all areas of the Powerhouse, Water Treatment & Sulphur Plant.

The regular hours of work will be alternating 4 on and 4 off, 12 hour dayshifts. This position will be considered a shift worker and will receive day shift premium.

The Environmental Operator will be incorporated as part of the Powerhouse overtime list and will be eligible for a long change.

This shift will come into effect on the date of ratification.

Unifor

Spectra Energy

Kevin Fellers
President, Unifor Local 862

Clayton Leavitt
Director, Fort Nelson

LETTER OF UNDERSTANDING

Harassment Policy

January 21, 2017

Should an employee feel they have been harassed, The Union and the affected employee(s) may elect to follow the provisions of the Company's harassment policy and procedure rather than the grievance provisions of the collective agreement. If the employee chooses to file a complaint pursuant to the policy, he/she must complete the procedure pursuant to the terms of the policy. However, if an employee also wishes to file a harassment grievance pursuant to the grievance procedure it must be done in the following manner:

- Once the grievance has been initiated (Step 1); the employee may also choose to file a complaint through the Company's harassment policy. The employee shall give written notification of the complaint and the grievance to the ER/LR Representative. The grievance will be advanced to Step 2 with notice to hold in abeyance until the complaint has been heard pursuant to the terms of the Company's harassment policy.
- It is understood that the grievance be held at Step 2 and not heard. Should the grievance be argued at Step 2 or advanced beyond Step 2 prior to the election or completion of the procedure outlined in the Company harassment policy, the employee will not be entitled to pursue the procedure through the Workplace Harassment Policy.
- Should the employee and the Union not be satisfied with the final result of the Company's harassment policy investigation the grievance may, at their discretion, be reactivated and advanced to arbitration for resolution.
- Notice to advance the complaint to arbitration shall be given within thirty days of the procedure taken above.

If an informal or formal complaint is made and the complainant or the person whose behavior is the subject of the complaint is represented by a union, the employee's right to representation under the terms of the collective agreement must be followed. At the request of the employee, the union will be informed of the result of the investigation.

Unifor

Spectra Energy

Kevin Fellers
President, Unifor Local 862

Clayton Leavitt
Director, Fort Nelson