

**Spectra Energy
Gas Transmission
Pine River Gas Plant
Chetwynd, B.C.**

hereinafter referred to as "the Company"

and

**Unifor Union
of Canada**

Local 449

hereinafter referred to as "the Union"

February 1, 2016 to January 31, 2019

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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 affecting the employees covered by this Agreement, and to provide for a means of settling disputes and grievances.

ARTICLE II - RELATIONSHIPS

- 2.01 Spectra Energy Gas Transmission (the Company) recognizes the Unifor Union of Canada, Local 449 as the sole collective bargaining agent for all employees at its Pine River Gas Plant on Commotion Mountain, Chetwynd, British Columbia, with the exemption of casual employees, office and clerical employees, team leaders, receptionists, first aid, engineering technicians, professional and administrative employees.
- 2.02 Management rights are limited only by the specific provisions of this document 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 location of its plants, products to be manufactured, the methods and schedules of production, including the means and process of manufacture, kinds and location of equipment and materials to be used and the extension, limitation, curtailment or cessation of 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 document.
- 2.03 The Company and the Union recognizes that we must comply with the minimum standards as outlined by the "Canadian Labour Code."
- 2.04 The Company agrees to allot reasonable time for a representative of the Union to present orientation to new members.
- 2.05 (a) Time allotment for Union business:
The Company will provide reasonable time to perform Union business as requested.

Where the Company and Union agree time is required for Union training and business, the Company agrees to allot time, maintain wages, and provide coverage as required.

The Union agrees to fund the costs of courses and other expenses for Union training conducted under the Union training fund.

(b) Local Training Fund:

The Company agrees to remit four cents (\$0.04) for each regularly scheduled hour worked by each full-time regular employee who is a member of the Union at the Pine River Gas Plant. Such monies will be paid to the Union on a quarterly basis.

The Union agrees the purposes of these monies will be to provide training to Union members in the areas of health, safety and labour relations.

The Union agrees Company approval of program content and employee leave of absence will be required prior to any employee attending such training. Leave and expenses for this purpose shall be administered further to article 2.05 (a).

2.06 Paid Education Leave:

The Company agrees to remit to Unifor three cents (\$0.03) for each regular scheduled hour worked by each employee who is a member of the Unifor bargaining unit at Pine River Gas Plant Local 449. 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

Upon written application of at least 7 days in advance, leave of absence without pay for the purposes of PEL training shall be granted to not more than 2 employees for a maximum of 30 working days each, unless it is impossible to do so due to inability to furnish qualified replacements from within the plant.

Candidates for the Paid Education Leave (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 company agrees to maintain employees whole for the time lost from their regular work schedule while they are attending PEL training 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. The Union agrees to report to the Company on PEL activities annually.

2.07 Canadian Community Fund:

The Company agrees to pay into the Canadian Community Fund an amount of three cents (\$0.03) per hour for all regular paid hours. Such payment will be remitted on an annual basis into a trust fund established by the Unifor National Union. Payments will be sent by the Employer to the following address:

Canadian Community Fund
205 Placer Court
Toronto, ON M2H 3H9

- 2.08 (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, sex, age, marital status, religious or political affiliation, membership or non-membership and/or their 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.

ARTICLE III - SENIORITY, PROMOTIONS AND VACANCIES

- 3.01 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. For purposes of vacation entitlement seniority will date from date of last hire.

- 3.02 (a) During the first ninety calendar days of employment in the Pine River Gas Plant, new employees will be considered on probation insofar as continued employment is concerned. During such probationary period, the termination of employment or any issues arising from the termination of employment may be subject to the grievance procedure at the discretion of the Local Union. After the ninety calendar day probationary period, seniority shall then be established from the beginning of the probationary period. In the event operating conditions do not provide sufficient opportunity to assess an employee's potential for long term employment, Management may extend the employee's probationary period by thirty calendar days.
- (b) Employees do not become Union members until completion of their probationary period.
- (c) The Company and the Union agree that for the purpose of "intercompany transfers" the 90 day probationary period will not apply.
- 3.03 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.
- 3.04 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 lay-off.
- 3.05 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 lay-off.
- 3.06 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.
- 3.07 All regular vacancies in biddable classifications shall be posted on the bulletin boards for six (6) days exclusive of 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 3.06 above.

- 3.08 If, after complying with the Clause 3.07, it is determined that there are no qualified employees available for promotion in the Plant, vacancies will be filled by the Company from any other source.
- 3.09 When filling job vacancies on a temporary basis resulting from injury, sickness, leave of absence, training or emergency of less than ninety days duration or vacations of any duration, the normal promotional provisions need not apply.
- 3.10 Seniority lists showing seniority shall be prepared and posted.
- 3.11 Should a backing down or demotion of employees be indicated, it will be done in reverse order of Local 449 Union seniority of the employees in question.
- 3.12
 - (a) The Company shall notify the Union six months in advance of intent to institute changes in working methods or facilities which involved the termination or layoff of any employee. The Company shall then, in conjunction, notify those affected employees on an individual basis.
 - (b) The Company, in co-operation with the Government, agrees to participate in every way possible in training and retraining any employee.
 - (c) In the event of a permanent reduction in the workforce, first consideration will be given to volunteers for termination. Management retains the right to determine the skills and qualifications required to maintain operations, and will decide the classifications and/or skill sets from which reductions will be made.

Anyone within the affected groups as described above may apply for voluntary termination. In cases where applicants have equal qualifications and/or skill sets, seniority will be the determining factor.
 - (d) If required reduction is not achieved through the voluntary process, layoffs shall be made in reverse order of plant seniority, provided the remaining employees have the qualifications, experience and ability to perform the work required

- (e) Any employee whose employment is terminated or who is laid off under provision of this article shall be entitled to severance pay in accordance with the following:
- (i) (2 weeks base pay plus 2 weeks base pay per year of service) multiplied by 1.15
 - (ii) (Minimum 3 months base pay, maximum 24 months base pay) multiplied by 1.15.
 - (iii) 15% of base pay in lieu of benefits
 - (iv) \$3500 available for education, retraining, tools, or additional outplacement counseling
 - (v) One month outplacement counseling
 - (vi) \$5000 relocation allowance
 - (vii) For calculating severance pay a weeks pay shall equal 40 hours at the employee's base hourly rate.

*NOTE - Receipts must be provided for (iv) & (vi)

3.13 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.

3.14 LEAD-HAND/TEMPORARY TEAM LEADERS

Employees who are assigned the responsibility of a Lead-Hand shall, while so engaged, receive a rate of pay equal to the Tech 1 rate of pay or one hundred and six percent of the individual's regular rate of pay, whichever is higher. Leadhands will, in addition to their normal responsibilities, assist and direct other employees and contractors in fulfilling their jobs. This also means assuming responsibilities for the correct completion of the specific job/project they have been assigned to.

Employees who are assigned the responsibility of a Temporary Team Leader shall, while so engaged, receive a rate of pay equal to the Tech 1 rate of pay or one hundred and ten percent of the individual's regular rate of pay, whichever is higher. A Temporary Team Leader will assume all Management responsibilities of a Team Leader.

Neither Leadhands nor Temporary Team Leaders will be responsible for the discipline of any employee.

ARTICLE IV - WAGE RATES AND CLASSIFICATIONS

- 4.01 Attached hereto marked Appendix "A" is a schedule of wage rates and job classifications.
- 4.02 In addition to the regular rates, shift employees will be paid a differential for work performed on the night shift, as shown in Clause 9.03. For the purpose of applying differentials, shift employees shall be defined as:
- (a) Employees assigned to a regularly rotating shift schedule on a two-shift basis.
 - (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 on the night shifts, the shift employees will be paid the applicable differential in addition to any other remuneration to which he / she is entitled.
- 4.03 When an employee is temporarily assigned to a job of higher classification than their regular job, he / she shall be paid the rate for the full shift for such job when on it 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, their pay shall not be reduced.
- 4.04 If an employee is assigned to a lower classification at their own request or because of unsatisfactory performance of their duties, he /she shall be reclassified and paid at the rate established for such lower classification.
- 4.05 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 negotiations 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.

Failure to agree on a rate of pay shall in no event preclude or delay the Company from placing the equipment in operation as above provided.

4.06 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 operations by using such classification(s) shown on Appendix "A" as the Company considers appropriate. Such staffing shall be accomplished by selecting employee(s) from the appropriate classification(s).

Before staffing equipment, the Union will be notified of the aforementioned organization status and if the classification(s) being used is not considered appropriate by the Union, the Union and the Company will meet to negotiate on the appropriate classification(s) for the personnel to be assigned to the operation.

Failure to agree on the appropriate classification(s) shall in no event preclude or delay the Company from placing the equipment in operation as above provided.

4.07 The Company shall provide on each payday (every second Friday) an itemized statement of wages, indicating hours, rate and specified deductions.

4.08 Employees temporarily upgraded shall be paid at the higher rate for overtime and statutory holidays occurring during the period of the upgrade.

4.09 Employees who lose time through changes in shift schedules will be allowed to make up time equal to that lost, within the following seven working days, provided that in no event shall premium rates be paid which would otherwise not be payable.

4.10 Holders of a British Columbia Industrial First Aid Certificate will receive a premium per hour for all hours worked as provided for in Article 9.03. Such premium shall not form part of basic or regular hourly wage rates.

4.11 (a) The Company recognizes the time required to travel between the town of Chetwynd and the Pine River Gas Plant exceeds the time an employee might normally expect to spend traveling to and from his / her work place.

(b) Employees shall provide one half of the travel time required.

(c) The Company shall compensate for one half of the travel time required by providing transportation and an allowance per round trip via road, as provided for in Article 9.03, from Chetwynd to the Plant.

- (d) The Company provides one additional day off in recognition of the time required to travel. This additional day will incur no additional cost to the Company

4.12 The Company will supply work related clothing, boots, and safety equipment and clothing on an as needed basis.

ARTICLE V - HOURS OF WORK AND OVERTIME

5.01 The normal schedule for rotating shift work will require one hundred and sixty-eight hours per week coverage. Such schedule shall be posted.

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

5.03 The Company may establish work schedules for the performance of work not requiring one hundred and sixty-eight hours per week.

5.04 Shift schedules shall encompass a thirty-seven and three tenths hour work week.

5.05 Where contracting out services is involved the Company and Union agree as follows:

- (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 leaves
- (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 employee in the Bargaining Unit.

- (c) For Minor Capital Projects the Union and the Grizzly Valley Area (GVA) Management agree to adhere to the following:

Management agrees to communicate upcoming capital projects to Plant personnel for review. This review will include project requirements, economics, backlog levels, staffing levels, and other pertinent factors in arriving to a decision whether or not to use Plant personnel in performing capital work. Safety will not be sacrificed. Hours of work applied towards capital projects will be mutually agreed upon between the Union member/s working the schedule and the Team Leader. A healthy workweek will be considered in arriving to a schedule agreement.

5.06 For the purpose of defining overtime costs, the Union and GVA Management agree to the following guidelines:

- (a) Training outside 37.3 hours per week - DT
- (b) All Travel - ST
- (c) Discretionary meetings, JEP development, RBOs, - ST
- (d) Union and GVA Management will mutually agree on what is mandatory or discretionary prior to scheduling.

A. SHIFT WORKERS

5.07 The following definitions apply to shift workers:

- (a) A day is defined as a twenty-four hour period beginning at 7:00 a.m.
- (b) A week is defined as a seven day period beginning at 7:00 a.m. Monday.
- (c) A shift worker is defined as an employee who is assigned to a job which is scheduled on regularly rotating shifts.

5.08 The following schedules apply to shift workers:

7:00 a.m. - 7:00 p.m.	Day Shift
7:00 p.m. - 7:00 a.m.	Night Shift

- 5.09 (a) A shift worker shall not cease work until properly relieved.

- (b) If a shift worker is required to continue beyond their scheduled hours of work and has received notification on hour or more prior to the end of their scheduled hours, this is a hold over and will be paid at the premium rate. When a shift worker is not relieved, the one hour notice is not required.

5.10 Employees may trade shifts by mutual agreement subject to the following provisions:

- (a) The trade of shifts must have a prior approval of the employee's Team Leader. The request for trade will be in writing and will be handed to the Team Leader at least twenty-four hours in advance of the proposed trade. The Team Leader shall approve or disapprove request for mutual trades within twenty-four hours of receipt of the request.
- (b) Mutual trades shall not result in additional cost to the Company.

5.11 The Company and the Union agree to the following guidelines for the shift schedule presently in effect.

- (a) Only one crew member may be scheduled off, unless circumstances allow for more. This will be at the Teams' discretion.

Floater may not be scheduled during any crew member's vacation. Vacation requests will always take priority over floater requests.

The Company will incur no overtime as a result of floaters. The Company recognizes floaters as an approved day off. These will be handled in a manner consistent with current practices.

All requests for floaters will be submitted with the annual request for vacation.

- (b) It is the intent that each shift will work as a unit in reconciling their requests for time off.
- (c) If, after vacations and floaters are approved and scheduled, an individual's shift is changed which results in a conflict of days off, the following will apply:
 - (i) If the request originates with the Company, the Company will make best efforts to honor the approved vacation and floaters.
 - (ii) If the request originates with the individual, this person will be required to re-submit the request in compliance with current guidelines.

- (d) While the proposed schedule rotates over a four-week period, the cycle will be considered to rotate over twelve weeks, for all purposes of computing entitlements.

B. DAY WORKERS

5.12 The following definitions apply to day workers:

- (a) A day is defined as a twenty-four hour period beginning at 7:30 a.m.
- (b) A week is defined as a seven day period beginning at 7.30 a.m. Monday.

5.13 The normal work day shall be 7:30 a.m. to 12 noon and 12:30 p.m. to 5:20 p.m. The normal work week shall be Monday to Friday. Work performed by day workers during their lunch period shall be paid for at the overtime rate and a thirty minute lunch period, without pay, shall be granted as close to the lunch period as possible.

5.14 Whenever a day worker is required to work between the hours of 10:00 p.m. and 4:00 a.m., he / she shall not be required to return to their normal work within ten hours of finishing such work. He / she will, however, be paid their regular **9.3** hours' pay for that day if he / she returns to work to complete the remaining hours on his / her shift or may make up their regular hours as mutually agreed upon within five working days.

5.15 During Turnarounds periods, Union employees will be offered the opportunity to perform work they are qualified to do on the equivalent schedule as the Turnaround Contractor.

C. GENERAL SHIFT AND DAYWORKERS

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

5.17 For the purposes of overtime equalization for day and shiftworkers, overtime hours actually worked are the only hours to be used as hours accumulated on the overtime equalization list. If all employees refuse to work overtime for any reason, the Company shall cover the overtime at its discretion.

- (a) Dayworkers

If overtime is required in any trade, the employee(s) on the overtime list with the least hours shall be called in the order of the least overtime

hours to the most overtime hours, provided the required qualifications are available to maintain Plant integrity.

(b) Shiftworkers

If overtime is required in any classification, the employee(s) on the overtime list with the least hours shall be called in the order of the least overtime hours to the most overtime hours, provided the Plant integrity is not jeopardized and the required qualified personnel are on shift i.e. a Tech 6 may work for a Tech 1.

5.18 Employees will receive premium rates of two times their basic hourly rate for hours worked in excess of regularly scheduled hours except for hours referred to in Clause 4.09 and straight time mutual trade hours.

5.19 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.

5.20 No employee shall be required to work more than sixteen consecutive hours.

5.21 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 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.

In addition, if an employee's schedule is changed he / she will follow all aspects of the new schedule with the exception of the number of hours worked per week.

Under this Clause, the employee will be paid the premium rate for hours worked on days off on their old schedule unless they are preceded by days off on their new schedule.

5.22 When an employee is required to work outside their regular working hours, such working time shall be considered as one of the following:

- (a) Planned overtime - If an employee is required to work outside their regular scheduled hours, and notification was given by the end of the last scheduled break before the end of their regular shift, then these

- hours of work are planned overtime and will be paid at the premium rate.
- (b) Callout - If an employee is required to work outside their regular scheduled working hours which is not planned overtime then this is a callout and the employee will be paid four hours at their regular basic hourly rate plus premium pay for hours worked.
 - (c) Scheduled Overtime - Scheduled overtime hours worked outside of 9.3 per day or thirty seven and three tenths average per week for day workers, twelve hours per day or thirty seven and three tenths hours average per week for shift workers, through a complete cycle in their schedule, will be paid at the premium rate.
 - (d) Whenever the Company cancels assigned overtime an employee shall receive two hours straight time pay unless they are notified by the end of their last scheduled break. This provision will not apply when overtime cancellation is caused by another employee returning to work after sickness or other leave of absence.

5.23 The Company agrees to institute an overtime banking system which will permit employees the option of receiving banked time hours in lieu of premium hours.

- (a) Employees will be allowed to bank up to 75 hours at any time.
- (b) Employees will not be permitted to bank the premium portion of pay for work on statutory holidays.
- (c) Scheduling of all banked overtime time off must be mutually agreed upon by the employee and the Company.
- (d) Banked overtime days off must be taken in whole days, not fractional days.
- (e) Vacation, training, FX's, or FS's will take precedence over banked time off.
- (f) 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 time.

NOTE: All premium time may be banked using BB (bank all hours) or DB (bank half hours, pay half hours) on an employees' timecard.

5.24 An employee will be supplied with a meal, to be eaten on Company time, or a meal allowance as provided for in Article 9.03, at the employee's option when:

- (a) he / she works two (2) or more hours beyond their regular work stopping time;
- (b) he / she is called out to work outside their normal schedule and works past their normal meal time or for more than four hours, whichever shall first occur.

This provision shall not apply if a shift worker has received notice to report for work at least eight hours prior to the required start time, and such notice was received prior to 9:00 p.m. on the day preceding the overtime day.

5.25 12 HOUR SHIFT - SPECIAL CONDITIONS

Notwithstanding any other Articles which form part of this Agreement, this Article and its Clauses shall rule on 12-hour shifts during that time in which a permit is in force, pursuant to the Canada Labour code.

5.26 SHIFT WORKERS

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

7:00 a.m. – 7:00 p.m.	Day Shift
7:00 p.m. – 7:00 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) The normal shift schedule in operations requires one hundred and sixty-eight hours per week and average a nominal thirty-seven and three-tenths hour work week over a twelve week period.
 - c) 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.
 - d) A work week is the period between 7:00 a.m. on Monday and 7:00 a.m. on the succeeding Monday.
 - e) The day is defined as the twenty-four hour period from 7:00 a.m. to the succeeding 7:00 a.m.

- f) If it is necessary to revert to an eight hour shift, no premium pay will be paid for change of shift.
- g) If legislation is enacted which affects pay provisions for hours worked over eight per day, the schedule will revert to the eight hour day.

5.27 SHIFT DIFFERENTIALS

In addition to the base salaries, shift workers will be paid the following differentials for work performed on the night shift.

Effective February 1, 2016	\$3.67 per hour
Effective February 1, 2017	\$3.74 per hour
Effective February 1, 2018	\$3.84 per hour

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

5.28 SHORT TERM DISABILITY PAY (SICK PAY)

Short term disability pay for shift workers shall be handled in the following manner:

Example: An employee with five years of service is entitled to twelve weeks full pay and fourteen weeks at seventy percent (70%) pay.

Full pay: 12 weeks x 37.3 hrs = 447.6 hrs rounded off to thirty seven (37) 12-hour work days.

Part pay: 14 weeks x 37.3 hrs = 522.2 hrs rounded off to forty-four (44) 12-hour work days.

ARTICLE VI - ANNUAL VACATION

6.01 For the purpose of this Article, the first vacation year is defined as the time from date of hire to and including April 30th.

6.02 The anniversary date for vacation purposes of all employees is May 1. The vacation year is defined as twelve months from May 1 to April 30. The vacation date of all employees shall be established as May 1st.

6.03 (a) Day workers: All new employees shall be entitled to one day's vacation with pay for each full month of continuous employment completed

before May up to a maximum of eight working days vacation, to be taken prior to that May 1st.

(b) Shift workers: All new employees shall be entitled to one day's vacation with eight hours basic pay on or after that date for each month of continuous employment completed before May 1st, up to a maximum of seven working days vacation with eighty hours basic pay to be taken prior to that May 1.

- 6.04 Employees are entitled to one hundred and twenty hours annual vacation with pay at the beginning of the vacation years in which their first to ninth employment anniversaries occur.
- 6.05 Employees are entitled to one hundred and sixty hours annual vacation with pay at the beginning of the vacation years in which their tenth to seventeenth employment anniversaries occur.
- 6.06 Employees are entitled to two hundred hours annual vacation with pay at the beginning of the vacation years in which their eighteenth to twenty-fourth employment anniversaries occur.
- 6.07 Employees are entitled to two hundred and forty hours annual vacation with pay at the beginning of the vacation years in which their twenty-fifth and subsequent employment anniversaries occur.
- 6.08 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 their vacation during the vacation year, the vacation will be rescheduled during the following vacation year.
- 6.09 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 their vacation, the time of such vacation to be at the Company's discretion.
- 6.10 When an employee becomes disabled as a result of sickness or accident before he / she takes the vacation to which he / she is entitled in any working year and continues to be disabled through the end of the year, he / she may carry their vacation privileges into the following year providing at the time disability occurred he / she had been actively employed for a period

of at least four months following the termination of their last vacation period. The time of such deferred vacation shall be at the Company's discretion.

- 6.11 (a) Where a recognized holiday falls within a day worker's annual vacation, the employee shall be granted one additional day's vacation to be taken in conjunction with their 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.
- (b) When a recognized holiday falls within a shift worker's vacation period, he / she shall be paid twelve hours pay at his / her regular basic hourly rate, whether or not he / she was scheduled to work that day. In addition to eligible vacation days, the employee will be entitled to a day off with pay in lieu of the recognized holiday to be taken in conjunction with his / her vacation.
- 6.12 When an employee's services are terminated he / she shall be paid the vacation credits which have accrued to the date of termination.
- 6.13 Annual vacations shall be regulated and scheduled by mutually agreed rotation plan. These schedules shall be completed by April 1 of each year. Approved vacation schedules shall be posted, by the Company, by April 15th of each year.
- 6.14 If an employee leaves the Company's employ before he / she has fully earned the vacation he / she has taken, the unearned vacation pay will be deducted from their 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 vacation pay for the vacation entitlement earned during the vacation year May 1, 1980, to April 30, 1981.

- 6.15 The following is to identify the changes to the vacation entitlements for employees at Pine River Gas Plant to reflect the 9.3 hour shifts worked by the Day workers and the 12 hour shifts worked by the Shift workers. The change will result in all employee vacation hour entitlements being rounded up to be equally divisible by the number of hours worked per day. Employee vacation entitlements will not change.

Day workers:

Entitlement

From 1 year to 9 years

$$13 \text{ days} \times 9.3 \text{ hrs/day} = 120.9 \text{ hrs.}$$

From 10 years to 17 years

$$18 \text{ days} \times 9.3 \text{ hrs/day} = 167.4 \text{ hrs.}$$

From 18 years to 24 years

$$22 \text{ days} \times 9.3 \text{ hrs/day} = 204.6 \text{ hrs.}$$

From 25 years and beyond

$$26 \text{ days} \times 9.3 \text{ hrs/day} = 241.8 \text{ hrs.}$$

Vacation pay for employees entitled to:

80 hrs or less shall be 4%

120.9 hrs shall be 6%

167.4 hrs shall be 8%

204.6 hrs shall be 10%

241.8 hrs shall be 12%

of the total wages earned by the employee for the period of employment in the vacation year or applicable pay whichever is greater.

Shift workers:

Entitlement

From 1 year to 9 years

$$10 \text{ days} \times 12 \text{ hrs/day} = 120 \text{ hrs.}$$

From 10 years to 17 years

$$14 \text{ days} \times 12 \text{ hrs/day} = 168 \text{ hrs.}$$

From 18 years to 24 years

$$17 \text{ days} \times 12 \text{ hrs/day} = 204 \text{ hrs.}$$

From 25 years to beyond

$$20 \text{ days} \times 12 \text{ hrs/day} = 240 \text{ hrs.}$$

Vacation pay for employees entitled to:

80 hrs or less shall be 4%
 120 hrs shall be 6%
 168 hrs shall be 8%
 204 hrs shall be 10%
 240 hrs shall be 12%

of the total wages earned by the employee for the period of employment in the vacation year or applicable pay whichever is greater.

ARTICLE VII - STATUTORY HOLIDAYS

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
Dominion Day	Boxing Day
First Monday in August	

Two additional floating holidays per year to be taken during the period May 1st of each year to April 30th of the following year. Employees shall notify the Company at least seven calendar days in advance of taking this floating holiday and such choice shall be subject to receipt of Company approval.

In the event the Municipal, Provincial or Federal Governments legislative or name any new statutory holidays, the parties to this Agreement agree one or both of the floating holidays shall be fixed on that (those) newly declared Government holiday(s).

7.02 When a holiday occurs on an employee's regularly scheduled day off, the employee shall observe the next regularly scheduled work day as the holiday.

Shift employees shall be paid as follows for all recognized holidays worked:

- (a) eight hours straight time at their basic rate as holiday pay; plus,
- (b) two times their basic rate for all hours worked.

7.03 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.

- 7.04 Day employees shall observe as the recognized holiday the twenty-four hours following 7:30 a.m. on the day on which they are publicly observed except that Friday will be observed as the Company recognized holiday when the holiday falls on Saturday and Monday will be observed as the Company recognized holiday when the holiday falls on Sunday.

Day workers required to work on a Company recognized holiday will be paid two times their regular base rate of pay for all hours worked in addition to their regular straight time holiday pay.

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 an employee on one occasion in any one calendar year provided a qualified replacement, where required, is available and their replacement does not require additional overtime, subject to the following additional conditions:

- (a) they will not be used to extend vacations;
- (b) written request is made fourteen (14) days in advance.

- 8.03 (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 five (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 item (i) above, the Company will implement a prepaid sabbatical leave program funded solely by the employee. This program is provided to enable an employee to apply to take 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 stating the reason for the leave and 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. During the four (4) years of base earnings deferral, the Company shall deduct twenty (20) percent of the employee's base earnings. The Company shall pay the deducted pay amounts as regular salary over the course of the year.
- (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 amounts as a lump sum to the employee within thirty (30) days of receipt of such notice.
- (e) If two (2) or more employees submit a sabbatical leave application on the same day the order in which the Company shall consider such application be determined by seniority.
- (f) An employee on sabbatical leave shall be considered unavailable for work during the leave.

8.04 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 On February 1st of each year the Union will be supplied with the latest copies of the plan documents pertaining to the security plans and benefits listed below. 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;

Effective February 1, 1998 the parties agree that the following revisions will be made to the Extended Health 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. Where available to the employee, a preferred vision supplier will be used by the employee for the purchase of eyeglasses.
 3. Paramedical expenses can be claimed as a bundle to a maximum of \$950.00 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 \$800.00 bundle.
- (f) Dental Plan.

Effective February 1, 1999 the Company agrees to improve the orthodontics plan lifetime maximum to \$3000.

- (g) Effective February 1, 1998 the Company agrees to implement a vision care program containing a maximum benefit level of \$250 for each 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.
- (h) The drug formula for reimbursement will be amended to reflect 120% of reasonable and customary costs, in place of the previous 115%.

9.02 In recognition of the fact that CEP Local 449 is not a participant in the CEP Safety, Health and Industrial Relations Training Fund, the Company agrees to remit four (4) cents for each regularly scheduled hour worked by each full-time regular employee who is a member of the Union at the Pine River Gas Plant. Such monies will be paid to the Union on a quarterly basis.

The Union agrees the purposes of these monies will be to provide training to Union members in the areas of health, safety and labour relations.

The Union agrees Company approval of program content and employee leave of absence will be required prior to any employee attending such training.

9.03 On February 1st of every year, the Company shall increase all Union allowances and bonuses listed below by the percentage of the effective wage rate increase for that year.

Category	Feb. 1, 2016	Feb. 1, 2017	Feb. 1, 2018
Trips	\$33.85	\$34.53	\$35.39
Meals	\$36.54	\$37.27	\$38.20
Northern Living Allowance	\$794.01	\$809.89	\$830.14
Shift Differential	\$3.67	\$3.74	\$3.84
First Aid	\$1.51	\$1.54	\$1.58
Steam Bonus: 1 st	\$644.29	\$657.18	\$673.61
Steam Bonus: 2 nd	\$536.91	\$547.65	\$561.34
Steam Bonus: 3 rd	\$214.76	\$219.06	\$224.53

9.04 If Spectra Energy Gas Transmission implements a housing subsidy for the staff at the PRGP, the Union members will receive the same subsidy. It is understood that Spectra Energy Gas Transmission may offer housing assistance to attract specific skills as dictated by the job market.

9.05 Reimbursement for medical/dental travel expenses of employees, their spouse or dependent children will be paid subject to the following requirements:

- Travel must be necessitated by a doctor's certificate and written referral for specialist services not available in Chetwynd.
- Reimbursement per kilometre in accordance with company policy will be paid based on the actual round trip basis to a maximum of six hundred (600) kilometres.
- A maximum of four (4) trips per year per employee, spouse or dependent children.
- A per diem of \$150.00 per day for a maximum of two (2) days regardless of the number of persons traveling on each referral. Per diems will only be paid when the medical referral must be performed at a location in excess of two hundred (200) kilometres from Chetwynd.
- Non-required, "elective" procedures will not be covered by these benefits.
- A Personal Expense Statement must be submitted with receipts and a copy of the written referral. Receipts are required to establish trip dates and are not required for the per diem.

9.06 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)

9.07 Temporary employees will receive 10% of base earnings 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 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.
- 10.03 When an employee suffers loss of time due to injuries and qualifies for Workers' Compensation payments, the Company shall continue to pay such employees their regular rate of pay. Payments made by the Workers' Compensation Board shall become the property of the Company. This provision will apply until such recipient case is finalized by the Workers' Compensation Board, but will not exceed one (1) year. The employee will work to their capabilities.
- 10.04 A Safety Committee of four members shall be established, two will be elected by the employees and two by the Company. The Committee will establish its own meeting procedures and programs which will be consistent with the British Columbia Workers' Compensation Accident Prevention Regulations. In addition, the Committee will actively participate in safety and accident investigations. The Company will make available to the Safety Committee pollution and environmental regulations pertaining to the Plant.
- 10.05 An employee who feels he / she is being asked to perform unsafe work may refer the matter directly to the Safety Committee for ruling. If he / she is not satisfied with the action of the Safety Committee, he / she may file a grievance in Step 3 of the Grievance Procedure.

ARTICLE XI - GRIEVANCE PROCEDURE AND ARBITRATION

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

- (a) Any employee who feels that he / she has been unfairly treated shall take up their complaint in the following manner:
- Step 1 With the Team Leader 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 Team Leader and the employee with a Union representative, 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.

11.02 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 both parties; or, upon written notification from the Union, by a Board of Arbitration. Such notification shall be given within thirty (30) days of the completion of the procedure taken above.

11.03 All time periods specified in Clauses 11.01 and 11.02, may be extended by mutual agreement.

11.04 (a) Where either party to this agreement requests that a grievance, question or matter be submitted to an arbitrator, that party shall make such request in writing, addressed to the other party to this agreement within the time limit prescribed in Clause 11.02 above. 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 on. The notice shall state the nature of the relief or remedy sought.

- (b) Upon receiving such notification referred to in Clause 11.02, both parties will meet within five (5) days to select an arbitrator.

Should such party fail to appoint an arbitrator within five (5) days, the first party may request the Federal Minister to appoint such an arbitrator.

- (c) In the event the Union opts to submit the matter to a Board of Arbitration, the provisions of paragraph (b) above shall be waived in favor of procedures mutually agreed upon by the Company and the Union.

11.05 The Arbitrator should commence hearings on the matters presented to him / her as soon as possible.

11.06 (a) The Arbitrator shall have the authority to determine whether the case before him / her is in fact a matter for arbitration.

- (b) The Arbitrator shall have the authority to interpret the existing provisions of this agreement and apply them to the specific facts of the grievance or dispute.

11.07 The Arbitrator shall render a decision within fifteen (15) days of the completion of the hearing. The Arbitrator's decision shall be in writing and shall be final and binding upon the parties to this document and upon any employee affected by the decision.

11.08 In the event an employee is discharged or suspended and he / she feels that he / she has been unfairly treated, he / she shall file their appeal in Step 3 of the grievance procedure within seven (7) days. If an employee is unjustly disciplined, discharged or suspended, the Arbitrator may order reinstatement with back pay and restoration of all other rights including seniority.

11.09 In the event the Company disciplines any employee it will, at the written request of the employee, furnish the employee and the Union with pertinent written reasons for such discipline.

11.10 The Company will take any disciplinary action against an employee within ten days worked of the offense being discovered by the Company.

11.11 The fees and expenses of the Arbitrator shall be shared equally between the parties.

ARTICLE XII - PERIOD OF AGREEMENT

12.01 This 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.

12.02 The Company and the Union agree to ongoing problem solving during the term of this Agreement.

Signed this 21st day of January, 2017.

For the Company:

For the Union:

Jason Vissers
Director
Grizzly Valley

Bill MacCulloch
President
Unifor Local 449

Memorandum of Agreement

Spectra Energy, Pine River Gas Plant (The Company) and Unifor, Local 449 (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 remit 3 cents (\$.03) 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.

- **For Memorandum of Agreement Only:**

The parties agree that discussions pertaining to the viability of an amended day worker start time will be referred back to the plant for resolution through the term of this agreement. This will include the potential for a pilot program to be implemented.

- 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>
Trips	\$33.85	\$33.85	\$34.53	\$35.39
Meals	\$36.54	\$36.54	\$37.27	\$38.20
Northern Living Allowance	\$794.01	\$794.01	\$809.89	\$830.14
Shift Differentials	\$3.67	\$3.67	\$3.74	\$3.84
First Aid	\$1.51	\$1.51	\$1.54	\$1.58
Steam Bonus: 1 st	\$644.29	\$644.29	\$657.18	\$673.61
Steam Bonus: 2 nd	\$536.91	\$536.91	\$547.65	\$561.34
Steam Bonus: 3 rd	\$214.76	\$214.76	\$219.06	\$224.53

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 21st day of January, 2017.

For the Company:

Jason Vissers

Suzanne Young

Tonya Bennett

For the Union:

Bill MacCulloch

Brandon (BJ) Nichols

Wendell Brown

Danny Dunn

Vince Lukacs

APPENDIX “A”- CLASSIFICATION & RATE TABLE

CLASSIFICATION	HOURLY RATE FEB. 1, 2016	HOURLY RATE FEB. 1, 2017	HOURLY RATE FEB. 1, 2018
Technician 1 C	58.58	59.75	61.24
Technician 1 B	56.45	57.58	59.02
Technician 1 A	54.85	55.95	57.35
Technician 1	53.24	54.30	55.66
Technician 2	51.57	52.60	53.92
Technician 3	49.80	50.80	52.07
Technician 4	48.05	49.01	50.24
Technician 5	46.50	47.43	48.62
Technician 6	45.00	45.90	47.05
Technician 7	43.60	44.47	45.58
Technician 8	41.61	42.44	43.50
Technician 9	38.47	39.24	40.22
Technician 10	36.85	37.59	38.53
Technician 11	35.75	36.47	37.38
Technician 12	35.09	35.79	36.68

NOTES:

1. Effective December 18th, 1995 an additional 3% had been added to all the base rates as a result of additional responsibilities taken on by employees.
2. Classifications were changed January 1, 1997 and the January 1, 1996 rates are based on former classifications.
3. Tradespersons successfully bidding on a non-trade vacancy at a lower hourly rate will have their hourly trade rate retained subject to performing work within these trades as described in Appendix A Operations Personnel Performing TQ Work.
4. New employees hired in to a non-trade classification and possessing a recognized TQ will be paid at the appropriate Technician level in recognition of their TQ subject to performing work within these trades as described in Appendix A Operations Personnel Performing TQ Work.
5. Employees bidding on Warehouse positions will retain their previous Tech rate or assume the Warehouse tech rate, whichever is higher.

A Northern Travel Allowance as per the Allowances Table, will be paid to all employees who work their normally scheduled hours during the calendar month. 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 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 for the Northern Travel Allowance unless more than eight hours of the normal schedule are not paid for.

Transportation will be available to transport plant personnel to and from a central location in Chetwynd and the Plant. Any personnel living west of Hasler Flats will be picked up and dropped off at the Hasler Flats turn-off.

Operations Personnel Performing TQ* Work

An Operator's primary role is to operate the facilities in a safe and efficient manner. It is recognized that Operators with a TQ can perform maintenance-related work beyond what is normally expected of Operators who do not possess a TQ.

When conditions permit, Operators with recognized TQ's can perform trades related work that is of an emergency nature - safety, environmental or plant reliability and unplanned work. Unplanned work is work that could not reasonably be planned for.

It is also agreed that Operators who possess TQ's may be assigned Turnaround work in the Trades if required by the Company.

* Trades Recognized are as per the Collective Agreement only.

CLASSIFICATION QUALIFICATIONS

For purpose of these Classification Qualifications, the four operating units are defined as:

1. 3 Utilities / Sulphur Plant
2. A/B Utilities / Sulphur Plant
3. 3 Process
4. A/B Process

For purpose of these Classification Qualifications, recognized trades will be defined TQ or IP in:

- Millwright
- Electrician
- Instrumentation
- Welder "A" ticket
- Pipe-fitter
- Insulator
- Industrial Warehouse
- Heavy Duty mechanic

The following wording outlines general responsibilities of individuals covered under this Plan:

General responsibilities of 2nd Class:

- Provides Shift Engineer coverage as designated by Chief Eng. under BC regulations (Technician 1 C).
- Provides coverage in Operations with a BC 2nd Class ticket (Technician 1 B).
- Provides leadership and mentorship to Power Engineers within BC Regulations.
- Provides operational decision-making within the BC Regulations.
- Crew representative for monthly meetings.

General responsibilities of Dual Ticketed Technicians

- Possesses two recognized trades (Technician 1 B).
- Provides leadership and mentorship to developing tradespeople and apprentices.
- Provides decision-making within area of responsibilities.

Technician 1C

Valid BC 2nd Class ticket holders designated by Company as Shift Engineers.

Technician 1B

Valid BC 2nd Class ticket holders who meet the requirements of a Technician 1.

OR

Employees with two recognized trades who meet the requirements of a Technician 1.

OR

Employees designated by the Company as Shift Engineers.

Technician 1A

Valid BC 3rd Class ticket holders plus a recognized trade who meet the requirements of a Technician 1.

Technician 1

Must hold a B.C. Third Class Steam Certificate and be qualified and willing to operate all four (4) operating units and the Control Room.

In addition, must have worked as a Technician 2 for a minimum of six (6) months.

OR

Must possess Journeyman status or equivalent plus one (1) year experience in the Trades at the Pine River Gas Plant.

Must be capable and willing to work in other trades and to provide assistance to other Journeymen as required.

Technician 2

Must hold a B.C. Fourth Class Steam Certificate and be qualified and willing to operate all four (4) operating Units and the Control Room.

In addition, must have worked as Technician 3 for a minimum of six (6) months.

Through a combination of training material, on-the-job experience and meeting competency based job requirements, employees will be given an opportunity to qualify for reclassification to Technician 1. The minimum time to qualify is six (6) months.

OR

Must possess Journeyman status or equivalent with experience on equipment and systems similar to those at the Pine River Gas Plant.

Must be capable and willing to work in other trades and to provide assistance to other Journeyman as required.

Technician 3

Must hold a B.C. Fourth Class Steam Certificate and be qualified and willing to operate all four (4) operating units:

In addition, must have worked as Technician 4 for a minimum of six (6) months.

Through a combination of training material, on-the-job experience and meeting competency based job requirements, employees will be given an opportunity to qualify for reclassification to Technician 2. The minimum time to qualify is six (6) months.

Technician 4

Must hold a B.C. Fourth Class Steam Certificate and be qualified and willing to operate any combination of three (3) operating units.

In addition, must have worked as Technician 5 for a minimum of six (6) months.

Through a combination of training material, on-the-job experience and meeting competency based job requirements, employees will be given an opportunity to qualify for reclassification to Technician 3. The minimum time to qualify is six (6) months.

Technician 5

Must be qualified and willing to operate two (2) Process units or must hold a B.C. Fourth Class Steam Certificate and be qualified and willing to operate two (2) Utility / Sulphur plant units.

In addition, must have worked as Technician 6 for a minimum of six (6) months.

Through a combination of training material, on-the-job experience and meeting competency based job requirements, employees will be given an opportunity to qualify for reclassification to Technician 4. The minimum time to qualify is six (6) months.

Technician 6

Must be qualified and willing to operate one (1) Process unit or must hold a B.C. Fourth Class Steam Certificate and be qualified and willing to Operate one (1) Utility / Sulfur Plant unit.

Through a combination of training material, on-the-job experience and meeting competency based job requirements, employees will be given an opportunity to qualify for reclassification to Technician 5. The minimum time to qualify is six (6) months.

Technician 7

Must be a third or fourth year apprentice (depending on apprenticeship length) or have related trades experience (determined by Plant Management).

Technician 8

Must have Grade 12 education or equivalent technical training and must have worked as Technician 10 for twelve (12) months.

Technician 9

Must hold a B.C. Fourth Class Steam Certificate and be qualified and willing to operate either the 3 Process, A/B Process, 3 Utilities / Sulphur Plant or A/B Utilities / Sulphur Plant operating unit or carry out Utilityperson duties.

Employees in the Technician 12 classification will be considered as candidates for training to Technician 9 qualification level. Factors to be considered will be work performance, attitude, aptitude for operating work and interest in pursuing a career in Steam Engineering.

If a suitable candidate is available, he / she will enter the training program. He / she will receive the Technician 12 rate of pay during the training period.

On satisfactory completion of the training program, the employee will be reclassified to the Technician 9 level.

The Technician 9 rate of pay will apply during periods when the employee is carrying out Technician 12 duties (Utilityperson).

Failure of a Technician 9 to be willing to either relieve in the Technician 6 classification or progress to fill a vacancy at the Technician 6 level will result in a return to the Technician 12 classification.

Technician 10

Second or third year apprentice (depending on length of apprenticeship) or related trades experience (determined by Plant Management).

OR

Grade 12 education or equivalent technical training and six (6) months practical warehousing experience. Employees will be eligible for Technician 8 rate upon completion of one year of service in the warehouse / toolcrib and attaining mutually agreed upon standards and qualifications.

Technician 11

First or second year apprentice (depending on length of apprenticeship) or related trades experience (determined by Plant Management).

Technician 12

First year of a five (5) year apprenticeship or related trades experience (determined by Plant Management). Grade 12 preferred with basic mechanical background. Able and willing to carry out a wide variety of jobs as directed.

NOTE: Employees on staff at the Pine River Gas Plant prior to November 1, 1996, can qualify for the Technician 6 and Technician 9 levels based on the qualification requirements specified for a Shift Engineer 4 and Relief Shift Engineer respectively as laid out in the Collective Agreement between the Company and Union signed October 11, 1994.

NOTE: Written, oral and field tests are to be developed from current training material to determine successful qualification of each level. Such tests will be mutually agreeable to the Union and to the Company.

Employees in the last year of a five-year apprenticeship shall receive the Technician 2 rate.

APPENDIX “B” - LETTERS OF AGREEMENT

Letter of Understanding

Retirement Plan Issues

Section 9.02 of the Pension Plan Document outlines the requirement for employees to have employer consent should they wish to take early retirement as defined in the plan document. When assessing any employee's request to take early retirement, the Company will not unreasonably withhold consent if, in management's view, the Company has the skills available within its remaining workforce to effectively continue operations.

For the Company:

For the Union:

Jason Vissers
Director
Grizzly Valley

Bill MacCulloch
President
Unifor Local 449

LETTER OF UNDERSTANDING

Successor Rights

January 21, 2017

Unifor
Local 449
Pine River Gas Plant

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,

Jason Vissers
Director,
Grizzly Valley

Letter of Agreement

Continuous Apprenticeship Program

January 21, 2017

Unifor
Local 449
Pine River Gas Plant

Subject: Letter of Agreement - Regarding a Continuous Apprenticeship Program

The parties agree to establish an Apprenticeship Program considering the following:

1. Four (4) apprenticeships to be determined jointly.
2. Does not increase complement.
3. Dual ticket is the maximum.
4. The two (2) utility positions become the vehicle for Operators to participate. Upon completion, they move out of the position.
5. 60/40 (Company/Employee) cost sharing for school time - banked overtime, FXs, Floating Stats, and Vacation days can be applied.
6. Employees participating in this program may bank overtime up to the time required to assume 40 percent wage costs of apprenticeship.
7. Each employee can only participate one time.
8. If any of the other WEI bargaining units come up with a more attractive program for a continuous Apprenticeship Program, we will adopt that program.

For the Company:

For the Union:

Jason Vissers
Director
Grizzly Valley

Bill MacCulloch
President
Unifor Local 449

January 21, 2017

Unifor
Local 449
Pine River Gas Plant

Re: Apprentice Rate Retention

Successful applicants for apprenticeship postings will:

- a) maintain their pre-apprenticeship hourly rate, along with the applicable wages increases as per the Classification & Rate Table, for the duration of their apprenticeship, or if a higher hourly rate;
- b) advance through the Classification Descriptions hourly rates applicable for apprentices;
- c) the above will include employees currently in an apprenticeship.

Yours truly,

Jason Vissers
Director,
Grizzly Valley

LETTER OF UNDERSTANDING

Family Responsibility Leave

January 21, 2017

RE: FAMILY RESPONSIBILITY LEAVE

The parties agree that an employee may request paid time away from work for the purpose of Family Responsibility Leave for unanticipated circumstances. An employee is required to give as much prior notice as possible and explain the reason for the absence directly to his/her Team Leader or the person the Team Leader may designate. The maximum allowable duration of Family Responsibility Leave, subject to Management approval, is four (4) shifts to deal with the circumstances giving cause to the request. Should further unrelated circumstances arise, an employee may make another request for leave.

Should extra time off for Family Responsibility Leave be required the employee may request extra time off. Upon request, extra time off may be granted at the discretion of the Company.

UNIFOR

SPECTRA ENERGY GAS
TRANSMISSION

Bill MacCulloch
President, Local 449

Jason Vissers
Director, Grizzly Valley

Letter of Understanding

Security Plans and Benefits

January 21, 2017

Re: Article 9.1(e)(1.)

Further to discussions at negotiations, the discrepancy between article 9.1 (e) (1) of the Collective Agreement and the last paragraph of Section A on page 19 of Plan Document ASO 84727 (Major Medical) is recognized by the Company. It is also recognized by the Company and the Union that the use of generic drugs is beneficial to the viability of the drug plan to aid in keeping the overall costs down. Based on the current non-competitive nature of the Chetwynd area, and the recognition of the benefits of the use of generic drugs is recommended and preferable. However, the requirement of generic substitutions is not mandatory for reimbursement purposes.

SPECTRA ENERGY
GAS TRANSMISSION

UNIFOR

Jason Vissers
Area Director
Grizzly Valley

Bill MacCulloch
President
Unifor Local 449

**Letter of Understanding
by and between
Spectra Energy, Pine River Gas Plant (The Company)
and
Unifor, Local 449 (The Union)**

January 21, 2017

Re: Discipline

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 offense.

Spectra Energy Gas
Transmission:

Unifor:

Jason Vissers
Area Director
Grizzly Valley

Bill MacCulloch
President
Unifor Local 449

LETTER OF AGREEMENT

January 21, 2017

Unifor Local 449
Pine River Gas Plant

Re: Contracting Out

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

UNIFOR

SPECTRA ENERGY GAS
TRANSMISSION

Bill MacCulloch
President, Unifor Local 449

Jason Vissers
Director, Grizzly Valley

Letter of Understanding

By and between
Spectra Energy, Pine River Gas Plant (The Company)
And
Unifor, Local 449 (The Union)

January 21, 2017

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 Coordinators
 - 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 1, PR – 1C, FN – Shift Engineer)

- Total Outage Turnaround Safety Persons or Area Leads (as per location)
- Total Outage Turnaround Maintenance Leads (as per location)
 - 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. Safety Inspectors, 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 Total Outage 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.

For the Company:

For the Union:

Jason Vissers
Director, Grizzly Valley

Bill MacCulloch
President, Unifor Local 449

Letter of Understanding

By and between
Spectra Energy, Pine River Gas Plant (The Company)
And
Unifor, Local 449 (The Union)

Technician 1C – Maintenance Department

At present we see the opportunity for two positions that will be biddable and may be backfilled during absences. Must be qualified at minimum as a Technician 1 with Journeyman experience in the Maintenance Department at Pine River Gas Plant. The Technician 1C's responsibilities will be in conjunction with the normal responsibilities of a craftsperson. Changes to duties will be made in consultation with the Union. The general requirements include areas such as:

- Urgent and Emergency Orders
 - Deal directly and quickly with all safety/environmental concerns and issues
 - Co-ordinate manpower for emergency work
- Follow up on Parts
 - Perform final coordination in preparation to perform the tasks on the approved Work Schedule
- Permits – Designate (unavailability of Team Leaders)
- Multi Trade Urgent/Emergency
 - Participate in morning shop meetings
- Coordinate upcoming work with Operations, Maintenance, and Planning
- Planning
 - Work with the Planning and Scheduling department to ensure proper processes are followed within Work Management and SAP
 - Attend daily Planning meetings
- Ongoing communication with Team Leaders as required

*One position will apply to Millwright/Pipefitter/Welder/Warehouseperson and one position will apply to Electrical/Instrumentation – based on primary trade

For the Company:

Jason Vissers
Director, Grizzly Valley

For the Union:

Bill MacCulloch
President, Unifor Local 449

Letter of Understanding
By and between
Spectra Energy, Pine River Gas Plant (The
Company)
And
Unifor, Local 449 (The Union)

January 21, 2017

Re: Designated Drivers of Crew Vehicles

The Company will agree to pay an additional trip allowance for designated drivers of company crew vehicles. This compensation is for insuring vehicles are maintained and for the additional time spent by the driver picking up passengers. The company will only pay the designated driver of the vehicle the additional trip allowance for regularly scheduled shifts or scheduled overtime shifts where more than one person is in the vehicle. There will be no driver's compensation for callouts where the driver is the only person in the vehicle.

The selection of designated drivers will be by Pine River Gas Plant seniority and this selection will apply to all employees, union or non-union. The company will exercise ongoing discretion with respect to appropriate drivers based on any safety or other related issues and if required will replace the driver(s).

Operations Crew Vehicles:

Boundary of pick up

- Fire limit boundary – can be parked within and people can be picked up within
- 3 kms from Highway 97 going west up to the Hasler turnoff

Maintenance Crew Vehicles:

Boundary of pick up

- Fire limit boundary - can be parked within and people can be picked up within
- 3 kms from Highway 97 going west up to the Hasler turnoff
- All Maintenance crew vehicles will be parked within Chetwynd town limits on weekends unless an employee requires the vehicle for scheduled overtime.

It is understood and agreed that the company reserves the right to change this practice to a different method if circumstances warrant. Any planned changes will be discussed with the union prior to any change in the practice.

For the Company:

Jason Vissers
Director, Grizzly Valley

For the Union:

Bill MacCulloch
President, Unifor Local 449

**Letter of Understanding
BY and Between
Spectra Energy, Pine River Gas Plant
And
Unifor, Local 449 (The Union)**

January 21. 2017

Casuals paying union dues

The Company may hire temporary or casual employees for various business needs.

Temporary/Casual employees shall not accumulate seniority, receive benefits or be entitled to severance pay. Termination of employment shall not be the subject of a grievance.

Temporary/casual employees will receive 10% of base pay in lieu of benefits in addition to applicable vacation pay.

Temporary/casual employees are not eligible to bank time

Temporary/casual employees are not eligible for a sabbatical or family responsibility leave

Temporary/casual employees are not eligible for reimbursement of medical/dental trips

An employee hired under this section and subsequently taken on as a regular employee shall have his/her seniority date established as being from the time of last hire provided there has been no break in service from the date of last hire.

Casual Employees will pay the prescribed Union dues normally collected by Unifor local 449

All applicants for a given position will be considered and where, at the sole discretion of the Company, performance, experience and qualifications are considered equal, preference will be given to the temporary employee to fill the vacancy.

The Company agrees that it is not its intent to hire temporary employees to fill vacancies that would otherwise be filled on a regular full-time basis. No regular employee shall be laid off prior to the layoff of any temporary or student employees provided the regular employee is qualified to do the work.

This agreement is entered into by the Company and the Union without prejudice.

For the Company:

Jason Vissers
Director Grizzly Valley

For the Union:

Bill MacCulloch
President, Unifor Local 449

Letter of Understanding

By and between
Spectra Energy, Pine River Gas Plant (The Company)
And
Unifor, Local 449 (The Union)

January 21, 2017

Harassment Policy

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.

For the Company:

Jason Vissers
Director Grizzly Valley

For the Union:

Bill MacCulloch
President, Unifor Local 449

LETTER OF UNDERSTANDING

January 21, 2017

RE: Flexstats

Shiftworkers have the option of taking the eleven recognized holidays as well as the two floating stats as time off any time during the vacation year subject to the following provisions:

- a) There shall be no extra cost incurred by the Company.
- b) Two of these thirteen days must require no overtime coverage.
- c) For the remaining eleven days the employee has the option of working the stats or taking them as days off and arranging coverage.
- d) Individuals will be responsible for arranging all required coverage for stats they have scheduled as days off. The overtime equalization list does not have to be used when arranging the required coverage.
- 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 Team Leader.
- h) At no time will time off for stats or coverage of stats conflict with coverage required to ensure shift completion.
- i) Probationary employees do not qualify for this procedure.
- j) Stats will be paid as follows:
 - i. H1: stat day off requiring no coverage as in (b) above
Employee receives 12 hours regular pay only
 - ii. H2: stat day worked
Employee receives 12 hours regular and 12 hours DT.
 - iii. H3: stat day off with coverage arranged
Employee receives 12 hours regular pay only

Employee working the coverage gets 12 hours DT

Note: employees working H3 coverage are not eligible for meals or call-outs.

k) Coverage for an H3 stat will not be paid if coverage is not required.

For the Company:

For the Union:

Jason Vissers
Director
Grizzly Valley

Bill MacCulloch
President
Unifor Local 449

**Letter of Understanding
BY and Between
Spectra Energy, Pine River Gas Plant
And
Unifor , Local 449 (The Union)**

January 21, 2017

New Employees entering Operations Department

All employees entering the Operations Department must obtain their BC Fourth Class Steam Certificate and become qualified and willing to operate two (2) operating units within twenty-four (24) months.

The company and the union will work in a collaborative manner to ensure employees are successful in achieving these qualifications.

All current employees in Operations as of February 5, 2014 will be considered as grandfathered and not subject to the terms set out in this letter.

For the Company:

Jason Vissers
Director Grizzly Valley

For the Union:

Bill MacCulloch
President, Unifor Local 449