

AGREEMENT

between

SPECTRA ENERGY TRANSMISSION – PTC PIPELINE

and

UNIFOR CANADA UNION Local No. 745

February 1, 2013 to January 31, 2016

14665 (01)

AGREEMENT

This agreement entered into as of the 22nd day of January, 2014

BY AND BETWEEN

**SPECTRA ENERGY TRANSMISSION – PETROLEUM
TRANSMISSION COMPANY (PTC)**

a body corporate, incorporated under the laws
of the Dominion of Canada, and hereinafter
referred to as “the Company”

OF THE FIRST PART

and

**UNIFOR CANADA UNION
LOCAL NO. 745**

Hereinafter referred to as “the Union”

OF THE SECOND PART

Table of Contents

ARTICLE I - PURPOSE.....	1
ARTICLE II - RECOGNITION.....	1
ARTICLE III - COOPERATION.....	2
ARTICLE IV - HOURS OF WORK AND OVERTIME	4
ARTICLE V - RATES OF PAY AND CLASSIFICATIONS	8
ARTICLE VI - COMPANY RECOGNIZED HOLIDAYS	9
ARTICLE VII - ANNUAL VACATIONS	11
ARTICLE VIII - PROMOTIONS, SENIORITY, VACANCIES.....	13
ARTICLE IX - ADJUSTMENT OF COMPLAINTS AND GRIEVANCES	16
ARTICLE X - ARBITRATION.....	17
ARTICLE XI - LEAVES OF ABSENCE	19
ARTICLE XII - SAFETY	21
ARTICLE XIII - MISCELLANEOUS.....	22
ARTICLE XIV – DURATION.....	24
EXHIBIT “A” SCHEDULE OF RATES.....	26
EXHIBIT “B” - PROGRESSION	27
EXHIBIT “C” - JOB SECURITY.....	32
EXHIBIT “D” - BIDDING BETWEEN PTC AND EMPRESS.....	34
EXHIBIT "E" - PTC APPRENTICESHIP PROGRAM	34
EXHIBIT “F” - DEFINITIONS.....	39

Letters:

Re: Employment Relationship for Seasonal Employees	41
Re: Averaging of Worker's Pay on Bi-Weekly Basis	44
Re: PTC Pipeline Operations and Maintenance Progression Plan	46
RE: Safety, Health and Industrial Relations Training	47
Re: Transportation Allowance	48
Re: Overtime Distribution Program.....	42
Re: Regina Operations Work Schedule and Vacation Guidelines	50

SPECTRA ENERGY TRANSMISSION – PTC PIPELINE

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, including Exhibits contained herein, 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 of such employees.

ARTICLE II - RECOGNITION

- 2.01 The Company recognizes the Union as the sole bargaining agent for all employees of Spectra Energy Transmission - Petroleum Transmission Company (PTC) involved in the pipeline transmission, storage and loading, with the exception of team leaders and employees above the rank of team leaders, office, clerical employees and students, as well as 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 The Company agrees to recognize a Union Bargaining Committee of three (3) employees who may be accompanied by a duly authorized representative of the Unifor Canada Union. As far as practicable, all meetings between Company and Union representatives will be held during working hours. No employee shall suffer loss of straight-time pay by reason of attending such meetings.
- 2.04 Nothing in this Agreement shall limit the Company in the exercise of its functions of management, under which it shall have, among others, the right to maintain order, discipline and efficiency; to hire new employees and to direct the working force; to determine or change work assignments or methods; to decide the number and location 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 to be used, the extension, limitation, curtailment or cessation of operations. The Company shall have the right to promote, demote, suspend or discharge for cause (which cause is to be stated in writing); to classify or reclassify, transfer or layoff employees because of lack of work; which rights are subject to the terms of this Agreement or Federal Laws and subject to the right of the employee concerned to lodge a grievance in the manner and to the extent provided in this Agreement.

- 2.05 The Company will deduct Union dues determined by the local Union from the employee's pay on each payday. The total amount of deductions will be remitted to the Secretary-Treasurer of the Union with a list of those employees, rates of pay, hours worked, addresses and phone numbers from whom the deductions were made. The list of addresses and phone numbers will be provided twice each year unless there are changes and/or new hires.
- 2.06 The Company agrees that employees who are, or who during the term of this Agreement become members of the Union shall, as a condition of continued employment with the Company, remain members in good standing of the Union; provided however, the provision of this Article 2.06 shall not apply in respect of any employee who withdraws their membership from the Union during a thirty (30) day period immediately preceding the termination date of this Agreement.
- 2.07 The Union shall give the Company thirty (30) calendar days notice when requesting the Company to terminate an employee because such employee is not a member in good standing of the Union.

ARTICLE III - COOPERATION

- 3.01 There shall be no lockout by the Company, or strike, slowdown, sit down or other suspension of work by the employees during the life of this Agreement.
- 3.02 The Company agrees that the Union may post notices or other material on notice boards supplied by the Company or on the E-mail system, provided that such notices are Unifor literature or other material that have been individually approved in writing by

the Company. Use of the company E-mail system shall be limited to meeting notices and is subject to the company policy regarding its use.

The Company further agrees to schedule reasonable time and access to normal facilities at the Terminals for a member of the Union's Executive to present the Union's Orientation Program to all new employees who are covered by the terms of this Collective Agreement.

- 3.03 There shall be no discrimination, intimidation, interference, restraint, coercion, by or on behalf of the Company or the Union, its members or its agents with respect to any employee because of membership or non-membership in the Union or because of the prohibited grounds of discrimination in the Federal Human Rights Code or Canada Labour Code.

The parties value the diversity that employees bring to the workplace, and recognize that such diversity can provide a competitive advantage if it is well utilized, encouraged, supported and nurtured.

- 3.04 The Company and the Union are committed to providing a positive work environment for all employees. It is the intention of the Company and the Union to provide a workplace environment that is productive and promotes both the dignity and self-esteem of all employees. Any form of disrespectful treatment, including sexual harassment, personal harassment or discriminatory harassment is inconsistent with this objective.

For the purposes of this provision, Sexual Harassment means any unwelcome behaviour of a sexual nature that causes offence or humiliation to any employee or that might be perceived by that employee as placing a condition of a sexual nature on any employment relationship.

Workplace harassment means any unwelcome behaviour, which creates an intimidating, threatening or hostile work environment such that an employee's performance is impaired, the employment relationship is adversely affected or the employee's dignity or respect is denied.

Any form of disrespectful treatment, including sexual harassment, personal harassment or discriminatory harassment will be addressed as per company policy.

Any person not satisfied with the decision will have the option of filing a grievance and/or a human rights complaint.

3.05 The Company recognizes the Union Stewards as identified by the Union. Union activities may be conducted at the Dewdney, Richardson and Fort Whyte Terminals during working hours only with the consent of the Team Leader or designate. A Steward who is off duty shall obtain permission from the team leader before entering the plant for Union activities.

3.06 The Company and the Union agree when requested by either party they should meet each month. These meetings will typically be conducted using telephone conferencing however the parties may meet twice per year at a single location. The Union may have up to three (3) members representing the Union for the purpose of discussing matters of mutual concern. No employee shall suffer loss of straight-time pay by reason of attending such meetings.

3.07 The Company agrees during the term of this agreement to make every responsible effort to provide and maintain lunchroom, lockers and adequate washroom and sanitary facilities in all main terminals.

The Union agrees that it will cooperate fully with the Company in the maintenance and cleanliness of these facilities.

3.08 When an employee suffers loss of time due to injury and qualifies for Workers' Compensation payments, the Company shall continue to pay such employee at their regular rate of pay.

Payments made by the Workers' Compensation Board shall become the property of the Company. This provision shall continue until each recipient's case is finalized by the Workers' Compensation Board or the expiration of one year, whichever shall first occur.

3.09 It is agreed that the application of the Employee Benefits Plans shall continue in respect of the employees in conformity with their general application throughout the Company.

ARTICLE IV - HOURS OF WORK AND OVERTIME

4.01 The normal number of daily hours of work is stated for the purpose of calculating overtime and shall not be construed as a

guarantee of any minimum or maximum number of hours to be worked.

4.02 The Work Week and Work Day: The regular workweek begins at 12:01 a.m. on Sunday and ends at 12:00 midnight on the following Saturday (seven consecutive days). A workday consists of a 24-hour period beginning at 12:01 a.m. The normal workweek will average 37.3 hours per week or as determined under clauses 4.09, 4.10 or 4.11.

4.03 Earned Days Off:

They are defined as the days available to employees because of extra-banked time obtained by working more than the 37.3 hours per week. Earned Days Off will be limited to a single earned day off per week unless mutually agreed by the parties that more than one day shall be taken. Should all the Earned Days Off not be taken in any given year, the employee so affected shall be paid the time owed at overtime rates by the first pay period in February of the following year.

4.04 Shift Exchanges:

Mutual shift exchanges are permitted provided the exchange can be made without additional cost or penalty to the Company and provided that appropriate approvals are obtained. Each team will determine what appropriate approvals are.

4.05 Overtime Hours:

Overtime rates of two (2) times the regular hourly rates will be paid:

- a) For all hours worked in excess of regular scheduled hours;
- b) For all hours worked on days of rest, including hours attending Company requested training on days of rest;
- c) For all hours worked on Company recognized holidays.

Those assigned to work a shift which does not encompass the hours of a regular shift, shall be paid a premium equal to straight time during the first shift unless the change is made:

- a) as an accommodation,
- b) because of a promotion,
- c) to return to the original schedule worked prior to the change within fourteen (14) calendar days received.

Those who lose time through a change in shift schedule will be allowed to make up time equal to the time lost within the

following fourteen calendar days. The make up time will be paid at straight time plus a premium which is equal to straight time.

Those who spend significant time on the phone outside regular work hours will be paid at overtime hours, when assisting others with trouble-shooting.

4.06 Call-Outs:

Those called to work after completing a regular shift and after leaving the work place, will receive the greater of:

- a) 2 1/2 hours at overtime rate,
- b) pay for the hours worked at the applicable overtime rate.

However, no one will receive more than straight time pay for any portion of the call-out that extends into regular scheduled working hours.

Those scheduled to work days, who work between 12:00 midnight and 4:00 a.m. shall not be required to work a scheduled day shift without eight (8) continuous hours off the job. If required to work before the eight hours has elapsed, this will be at the overtime rate but will not constitute a call-out.

4.07 Shift Differential:

All Shifted Employees will be eligible for shift differentials as outlined in Exhibit A and applied as follows:

8 hour Shifts

- a) Day Shift rate for the hours between 7:00 a.m. and 3:00 p.m.
- b) Afternoon Shift rate for the hours worked between 3:00 p.m. and 11:00 p.m.
- c) Night Shift rate for the hours worked between 11:00 p.m. and 7:00 a.m.

12 hour Shifts

- a) Day Shift rate for all hours worked between 7:00 a.m. and 7:00 p.m.
- b) Night Shift rate for all hours worked between 7:00 p.m. and 7:00 a.m.

Employees while on non-operating duties or not on rotating shift schedules are not eligible for shift differential although day workers temporarily assigned to shift work shall be eligible for the shift differential applicable to all hours worked. Shift differentials are only applicable to those working rotating shifts.

4.08 Shift Schedules for Technicians:

Technical Staff shall be scheduled a day shift (8:00 a.m. to 4:30 p.m.) totaling 8 hours, Monday to Friday with one half hour unpaid lunch. The average work week will be based on 37.3 hours with the extra 17 earned days off being unpaid and scheduled as mutually agreed to throughout the year.

4.09 Shift Schedules for Dewdney Loaders:

The regular full time Dewdney Loaders in consultation with the Operations Team Leader will complete the scheduling. The schedule will be completed 2 times a year once in the fall (Winter season) and again in the spring (Summer season).

4.10 Shift Schedules for Regina Operators:

Operators shall be scheduled twelve-hour shifts (twelve hour shift that run as follows 7:00 a.m. to 7:00 p.m. or 7:00 p.m. to 7:00 a.m.) the 12-hour shifts shall have a ½ hour paid lunch break. For more details, see letter of understanding re: Regina Operations Work Schedule and Vacation Guidelines.

4.11 Shift Schedules for Ft Whyte Operators:

The regular full time operators in consultation with the PTC Team Leader will complete the scheduling. The schedule will be completed 2 times a year once in the fall (Winter season) and again in the spring (Summer Season).

4.12 On Call Pay: Those scheduled to take call will receive:

- a) 1 hour straight time pay for an 8 hour period;
or
- b) 2 hours straight time pay for a 16 hour period (weekday 4 p.m. to 8 a.m.);
or
- c) 4 hours straight time pay for a 24 hour period (weekend or holiday).

In return they must be available at all time to receive direct communications by telephone and will normally be expected to participate in the call out. They will be entitled to receive overtime pay for the actual hours spent on a call-out but there will not be a minimum time applicable.

4.13 Bank Time:

The company recognizes efforts to meet operational requirements and where these efforts result in overtime will make efforts to allow regular employees to bank overtime worked and to take it as time off at a future date, subject to the following:

- a) All overtime hours will be eligible for banking, at the employee's request, except regularly scheduled statutory holidays.
- b) The maximum number of hours an employee is allowed to bank in any calendar year is 36 hours for operators/loaders and 24 hours for maintenance.
- c) Banked time off is subject to approval of the Team Leader, subject to operational requirements, and shall not result in any additional costs to the Company.
- d) In the event there are multiple requests for the same day off, requests for vacation and EDO's will take priority over requests for banked time off. Otherwise, priority will be given on the basis of first come first served.
- e) Bank time will be accrued over one calendar year starting January 1. No carry over is permitted into the following year. Any bank time remaining as of December 31 in any calendar year will be paid out.

ARTICLE V - RATES OF PAY AND CLASSIFICATIONS

5.01 Paydays and Pay Periods:

The Company utilizes a bi-weekly payroll system. As such, paydays occur every second week.

On each payday the Company will provide an itemized statement of wages, hours worked, rates, deductions, etc.

Each year as per legislation the employer shall provide employees with a T4 tax slip listing all earnings and deductions, including union dues.

5.02 Attached and marked as Exhibit "A", is a schedule of wages, shift differential and job classifications agreed upon by both parties to this agreement for Operators, Technicians and Loaders. The qualifications required for each classification for Utility up and the duties assigned will not affect classifications or rates of pay in keeping with the philosophy of the progression

plan. For the purpose of computing pay, records will be kept to the nearest unit of 30 minutes.

- 5.03 It is agreed that if a new job classification is established during the term of this agreement, which is not covered by the schedule of wages then in effect, the rate for such new job classification shall be opened for negotiation between the Company and the Union within thirty (30) calendar days.

The Company may place into effect a temporary rate of pay pending establishment of a rate by negotiation and once the rate is established, it shall be made retroactive for a period not to exceed thirty (30) calendar days.

- 5.04 Employees who are given the responsibilities of a team leader or supervisor shall for all hours so worked receive in addition to their base rate a premium equal to ten percent (10%) of the regular top rate in their normal line of progression supervised. The premium will be included in the basic hourly rate in computing overtime for which an employee might be eligible while given the responsibilities of a team leader.

- 5.05 Upon promotion or assignment for one (1) or more hours to a job classification calling for a higher rate of pay, the employee shall receive the higher rate of pay; the employee shall receive the higher rate of pay for all hours worked during the assignment. If an employee is temporarily assigned to a lower job classification, their rate shall not be reduced. If an employee is assigned to a lower job classification at their own request or because of unsatisfactory performance of their duties the employee shall be reclassified and paid at the rate established for such job classification.

ARTICLE VI - COMPANY RECOGNIZED HOLIDAYS

- 6.01 The following holidays shall be recognized:

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
First Monday in August
Labour Day

Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

One additional recognized floater holiday mutually agreed between the Union and employer by April 30th of each year.

- 6.02 Where a Company recognized holiday occurs on an employee's regularly scheduled work day and the employee is required, to work, the employee shall be granted eight (8) hours pay at their regular straight time rate for the holiday, in addition to pay as provided in Clause 4.05.
- 6.03 When a Company-recognized holiday occurs on an employee's regularly scheduled day of rest, the employee shall receive holiday pay equivalent to eight (8) hours at their regular straight time rate.
- 6.04 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. Employees who are absent without permission or justifiable reason either the day before or the day after the Company recognized holiday will not be paid holiday pay.
- 6.05 Shift workers shall observe the Company recognized holidays on the day on which they fall. When a Company recognized holiday falls on a shift worker's scheduled day of rest, the employee shall receive premium rate on the first scheduled work day back following the holiday. Day workers shall observe Friday for Company recognized holidays which fall on Saturday; except when Friday is a day of rest, the first scheduled working day following the days of rest will be observed as a Company recognized holiday. When a Company recognized holiday falls on Sunday, Monday will be observed as a Company recognized holiday.

By the end of each year the Company and Union will meet to resolve any unusual situations that may arise in the forth-coming year in connection with the fit of Company recognized holidays and the day workers' schedule. At the same meeting the Company, with the assistance of the Union, will determine the date of the additional recognized holiday in Clause 6.01.

- 6.06 Should either the Provincial or Federal Governments legislate a new statutory holiday, the parties to this agreement agree that the twelfth statutory holiday shall be taken to observe any new statutory holiday declared by legislation.

ARTICLE VII - ANNUAL VACATIONS

7.01 Earned Vacation

An employee will be entitled to an annual paid vacation in accordance with the following:

First Vacation

Ten (10) hours of vacation (to a maximum of 120 hours in the first year) for each calendar month (or part thereof) the employee is on the payroll in the first calendar year.

Second and subsequent vacations

YEARS OF SERVICE	HRS. OF ENTITLEMENT	8 HR SHIFTS	12 HR SHIFTS
less than nine years of service to be completed in vacation year.	120 hours	15 days	10 days
9 to 17 years of service to be completed in the vacation year.	160 hours	20 days	13 days
18 to 23 years of service to be completed in vacation year.	200 hours	25 days	17 days
24 plus years of service in vacation year.	240 hours	30 days	20 days

- 7.02 For vacation purposes, each year of service including the first year terminates on December 31 of the year. The vacation entitlement is based on service at the beginning of the year (i.e.: you will receive 20 days for the calendar year where your ninth anniversary of service occurs).
- 7.03 Each employee's vacation pay shall be the greater of:

- a) the employee's wages as if the employee had not been on vacation, to a maximum of pay for 120, 160, 200, or 240 hours or;
- b) a percentage of employees total earnings (comprised of shift differential, overtime and straight time pay, step up pay, on call pay and team leader relief pay) during the current period January 1 to December 31 calculated as follows:

HOURS	%	8 HR SHIFTS	12 HR SHIFTS
120	6	15 days	10 days
160	8	20 days	13 days
200	10	25 days	17 days
240	12	30 days	20 days

After an employee has used up all vacation entitlement for the year, a final adjustment will be made so that the employee will receive the greater of 7.03(a) or 7.03(b).

- 7.04 In the event of termination of employment, an adjustment will be made to the final pay cheque to reflect vacation earned but not taken or taken but not earned.
- 7.05 Where a Company recognized holiday falls within a shift employee's annual vacation, the employee shall receive holiday pay for that day and shall receive premium rates as follows:
- for a twelve hour shift worker, for all hours worked on their first scheduled work day back following their vacation.
- 7.06 If an employee becomes disabled as a result of sickness or accident immediately prior to commencing their vacation, the employee's vacation shall be rescheduled in such a manner that they shall not lose their vacation by reason of such disability.

Where a period of illness or disability occurs after an employee has left work to start vacation and lasts for 36 hours of vacation time before the scheduled return to work, and can be substantiated by a medical certificate, the period of illness or disability will be rescheduled and not be charged against vacation.

- 7.07 Annual vacations may not be waived in order to receive vacation pay and regular wages at the same time.

- 7.08 Operations and maintenance vacation guidelines (as developed, revised and agreed upon by the Union and the Company) are to be followed. Exceptions to these guidelines must be with Union approval.

ARTICLE VIII - PROMOTIONS, SENIORITY, VACANCIES

- 8.01 Employees shall be on probation for the first ninety (90) calendar days of employment with the Company. On the completion of the probationary period; for the purposes of seniority, the calculation of seniority shall be from the date of employment with the Company.
- 8.02 A seniority list will be posted within thirty (30) calendar days of the signing of this Agreement and will be revised at least twice per year. Copies of the seniority list will be supplied to the Union. In the case of employees hired on the same date the relative pipeline seniority shall be equal.
- 8.03 The seniority list will show name, job classification and date of employment with the Company.
- 8.04 Seniority shall be lost when:
- a) an employee is discharged;
 - b) employment is terminated due to resignation;
 - c) a temporary employee is laid off;
 - d) employment (other than temporary employment) is terminated for a period of twelve (12) months or longer due to layoff.
- 8.05 Layoffs and Severance
- a) If, as a result of lay-off due to shortage of work, it becomes necessary to reduce the number of regular employees, seniority and job qualifications will be considered.
 - b) Where there is a requirement to increase the number of regular employees within a year after a lay-off, employees will be hired in the reverse order of lay-off provided that they have the necessary qualifications to perform the work available.
- Seniority, which employees had at the time of lay-off, will be regained and adjusted on the date of re-employment, providing the employee is re-employed within one (1) year.

- c) Employees on lay-off must supply the company with a current address and phone number and the Company will make a reasonable effort to contact the employee by phone and registered mail. In the event the employee cannot be so contacted, declines the offer of employment or fails to notify the Company of his intention to return to work within three days of his receipt of the registered letter, he shall forfeit his seniority and right to recall.
- d) Where an employee is laid off and eligible for severance pay, the employee will receive severance pay based on the greater of:
 - i) [Four weeks pay multiplied by 1.15]; or
 - ii) [Two weeks pay plus two 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

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.

- e) For the purpose of this Article, one week's pay is defined as the employee's basic hourly wage rate at the time of termination times 40 hours.
- f) An employee terminated and accepting severance payment under the above terms remains eligible to be considered for re-employment as a new employee.
- g) The parties have agreed to provisions with respect to job security, which appear as part of this Agreement in Exhibit "C".

8.06 If an employee is permanently assigned to a job classification not covered by this agreement, the employee shall retain their seniority rights and continue to accumulate seniority for a period of six (6) months while so employed. Such person, when released from excepted employment, may exercise their seniority right to return to the job classification from which the employee came, provided the employee returns within six (6) months from the time they were assigned outside of this

Agreement. Any relocation cost associated with the return to the employee's previous classification will be at the employee's sole responsibility.

- 8.07 Any new job classification or vacancy of a permanent nature covered by this agreement within the Pipeline shall be posted on bulletin boards for seven (7) calendar days.
- 8.08 Employees desiring posted positions shall within the seven-calendar day period specified in article 8.07 shall apply in writing by e-mail, to the person indicated on the posting. To ensure employees on leave of absence or vacation are considered for any vacancy, they shall be considered to have applied for vacancies, within the line of progression, for which they are eligible which have been posted during their absence and shall have the right to decline or accept within three (3) work days of their scheduled date of return to work, any offer of promotion that may result thereby.
- 8.09 When filling vacancies, the Company will only give consideration to an employee's demonstrated performance and qualifications as specified on the job bid. In cases where these items are relatively equal, seniority shall be the governing factor. In those cases where promotions will take place outside the line of seniority, the Company will inform the Union in writing and discuss its reasons before taking final action.
- 8.10 Where a job opening is of such a nature that it requires special qualifications, which, in the opinion of the Company, are not available from present employees, the job shall be filled from other sources.
- 8.11 The Company shall post the status of job postings within seven (7) calendar days of the closing date of the job posting.
- 8.12 Terms and conditions of job vacancies within the Pipeline and at the Empress Plant are covered under Exhibit "D".
- 8.13 Temporary and Seasonal Employees
- a) Persons temporarily engaged for the purpose of vacation relief or other temporary employment shall not accumulate seniority, bidding or severance rights during such employment.
 - b) Employees will be given an offer letter at the time of their hire stating whether they will be regarded as regular full-time

employees, seasonal employees or temporary employees. If temporary, the period of the expected term of employment will be indicated. The Union will be notified in writing of the temporary status of any such employee. If seasonal, the letter will state how company benefits will be applied.

- c) The definition of a seasonal employee and other conditions of employment affecting seasonal employees are contained in the letter of understanding titled "Employment Relationship for Seasonal Employees".
- d) Before hiring from other sources, regular full-time vacancies will be offered to seasonal employees having more than 1 year of service and considered qualified for employment, with first preference being given to those with longer service. Relocation assistance will be applied as stated on the original bid.

ARTICLE IX - ADJUSTMENT OF COMPLAINTS AND GRIEVANCES

9.01 Step 1:

An employee may discuss any difference with their Supervisor or Team Leader at any time. However, if an adjustment of complaint is desired, such complaint must be submitted in writing to the PTC Team Leader within twenty-one (21) calendar days of the occurrence or the date the employee was aware or reasonably could have been aware of the occurrence. The PTC Team Leader shall within fourteen (14) calendar days give a written decision on the difference or dispute.

Step 2:

If the employee is not satisfied with the decision at Step 1 the employee may, within fourteen (14) calendar days of the decision at Step 1, present the case in writing to the Asset Manager who will give a decision in writing within fourteen (14) calendar days.

If the decision of the Asset Manager is not satisfactory to the employee, the employee may submit the dispute to arbitration as provided in Article X. In all discussions and presentations the employee shall be represented by a Union Steward or

representative of the Union unless the employee requests in writing that the Union not be present at the meeting.

- 9.02 In order to assist the resolution of problems, in any case where a grievance is filed by an employee and the grievance deals with a matter beyond the control of the PTC Team Leader referred to in Step 1, the matter may be brought to Step 2 directly. The total time prescribed for processing and answering at any step where a prior step has been omitted in this manner will be extended by the time period to a maximum of fourteen (14) calendar days.
- 9.03 Any grievance instituted by the Company may be referred in writing to the Union executive within twenty one (21) days of the occurrence or the date they reasonably could have been aware of the circumstances giving rise to the grievance. The union executive shall meet within fourteen (14) days thereafter with management to consider the grievance. If final settlement of the grievance is not completed within fourteen (14) working days of such meeting, the grievance may be referred by either party, to a single arbitrator or a board of arbitration as provided in Article X at any time within thirty (30) days thereafter.
- 9.04 Due to the geographic work locations communication protocols for article IX may be either or a combination of hard copy paper, fax or E-mail. Should a grievance meeting become necessary the time limit for which the meeting must be held may be extended by mutual agreement or the meeting may be held by conference call.

ARTICLE X - ARBITRATION

10.01

- a) On the application of either party, the matter may be submitted for final settlement to a single arbitrator, or Board of Arbitration, provided, that not more than thirty (30) calendar days have elapsed since the date of the asset manager's decision under the grievance procedure. It is agreed by both parties that the use of a single arbitrator is the method of choice, but where either party wishes the matter in question to be heard before a board of arbitration, then that method will be used.

- b) Notwithstanding 10.01 (a), where the Parties mutually agree, the matter may be referred to mediation within 30 days of the Asset Manager's decision under the grievance procedure.

10.02 The following sets out the procedure for the appointment of a single arbitrator, board of arbitration or mediator.

A. Single Arbitrator

1. The party desiring to submit a matter to arbitration shall notify the other party to this Agreement of its intention in writing and at the same time nominate at least five names of possible arbitrators. The notice shall also state 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. Within seven (7) calendar days thereafter the other party shall choose one of the suggested arbitrators or submit its list of five possible arbitrators. If agreement is not reached by the parties within an additional seven (7) calendar days either party may request the Federal Minister of Labour to appoint a qualified arbitrator.
2. The arbitrator shall endeavor to commence hearing the grievance within twenty-one (21) calendar days of the arbitrator's appointment, and shall endeavor to issue an award within a further fourteen (14) calendar days. The award shall be in writing and shall be final and binding upon the parties to this Agreement and upon any employee affected by the award.

B. Arbitration Board

1. The party desiring to submit a matter to arbitration shall notify the other party to this Agreement of its intention in writing and at the same time nominate its representative on the Arbitration Board. The notice shall state the matter at issue and shall state 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. Within seven (7) calendar days thereafter the other party shall nominate its representative. In the event that either party shall fail to appoint a representative as herein provided, the other party

may request the Federal Labour Relations Board to appoint a representative on behalf of the defaulting party. When the representatives have been appointed they shall meet forthwith to choose a chairman who with the two representatives shall constitute the Arbitration Board. Should the representatives fail to agree on the chairman within seven (7) calendar days they shall forthwith request the Federal Minister of Labour to appoint a qualified chairman.

2. The Arbitration Board shall endeavor to commence its hearings within twenty-one (21) calendar days of the chairman's appointment. The arbitration Board shall endeavor to issue an award within a further fourteen (14) calendar days. The Arbitration Board award shall be in writing and shall be final and binding upon the parties to this Agreement and upon any employee affected by the award. The award of the majority shall be the award of the Arbitration Board.

C. Mediator

Either party may apply to Federal Mediation and Conciliation Services (FMCS) for the appointment of a mediator. The mediator shall endeavor to resolve the dispute within 30 calendar days. Where the dispute is not resolved in mediation, either Party may refer the matter to arbitration pursuant to Clause 10.01 (a).

- 10.03 Each party shall bear the expense of its nominee. The fees and expenses of the chairman shall be shared equally between the parties.
- 10.04 The Arbitrator or Arbitration Board shall not be authorized to make any decision inconsistent with the terms of this Agreement nor to alter or modify any portion of this Agreement.

ARTICLE XI - LEAVES OF ABSENCE

- 11.01 Individual employees may, with the company's consent in writing, obtain a leave of absence without pay. The written consent shall state the dates on which the leave of absence begins and ends.

- 11.02 The name of an employee on an authorized leave of absence shall be continued on the seniority list.
- 11.03 An employee who receives a subpoena for jury or witness duty will be granted leave of absence for that purpose provided the Company is properly notified. The employee shall be paid their regular straight time rate of pay for the number of regular scheduled hours of work the employee loses as a result of such duty. An employee is expected to report for work during periods the employee is excused from jury duty except in instances where this would be impracticable.
- 11.04 An employee who is elected by the community at large to serve as a member of a governing body will be granted paid leave of absence for scheduled meetings and required training provided the Company is properly notified. The employee shall be paid their regular straight time rate of pay for the number of regular scheduled hours of work the employee loses as a result of such duty. In no case shall such elected or appointed employees be entitled to paid leave of absence more than twice per month per elected position. Where the absence will necessitate the payment of overtime to provide coverage to the plant or cause undo hardship to the Company, the Company may limit their frequency and duration.
- 11.05 Leave of absence without pay for Union business shall be granted to no more than two (2) employees, at one time, for a maximum period of ten (10) calendar days. In addition, for employees on Union leave, as described by this clause, the Company agrees to keep the employees pay whole while on the leave and to bill the Union for those wages on a monthly basis, provided that:
- a) written application for leave is made at least ten (10) calendar days in advance; and
 - b) the Company is able to furnish qualified replacements from within the Terminals.

The Company recognizes that the Union may not always be able to provide ten (10) calendar days of notice of need for a leave of absence for Union business and therefore agrees to make every reasonable effort to accommodate, on infrequent occasions, such requests on shorter notice.

- 11.06 On written request of the Union, a leave of absence up to one (1) year without pay, but without loss of seniority, may be granted to one (1) employee in any calendar year for Union business, provided the request is made at least twenty (20) calendar days in advance. While the employee is on leave, company benefits will not apply.
- 11.07 In application of Clause 11.05 and 11.06 above, the Union shall determine what constitutes Union business.
- 11.08 When an employee attends the funeral of a spouse (by marriage or in common law), son or daughter, parent, sister or brother or equivalent in-law, or grandparent (by birth or marriage), the employee will not suffer loss of pay due to absence from work on the day of the funeral and up to four (4) additional days, if required, for travel and/or making necessary arrangements. One (1) such day without loss of pay may be provided for purposes of attending the funeral of a more distant relative or a close friend. Employees applying for leave under this clause will give the Company as much advance notice as possible under the circumstances.

ARTICLE XII - SAFETY

- 12.01 The Company shall continue to make reasonable provision for the safety and health of its employees during the hours of their employment. Such special protective devices and special protective apparel as the Company requires to be worn and such other equipment as is, in the opinion of the Company, necessary to protect the employees from injury shall be provided by the Company and shall be worn or used by the employees.
- 12.02 The Company will provide first-aid equipment and medical supplies in accessible parts of its premises.
- 12.03 The Union recognizes its responsibility to urge employees to cooperate with the Company on all safety matters and observe Company safety rules.
- 12.04 A Health, Safety & Environment (EHS) Committee including both Management and Unionized employees shall be in existence.

- 12.05 The EHS Committee will meet on a regular basis to maintain company safety programs and sponsor new safety initiatives as necessary.
- 12.06 No employee shall lose regular pay due to being a member of the EHS Committee.
- 12.07 The Company commits to provide suitable protective work clothing as required. In addition each regular full time or seasonal employee shall be reimbursed for the actual purchase price of appropriate safety footwear as required. The standards for summer and winter footwear shall be determined by the HSE Committee and shall be consistent with Company guidelines. For students and temporary employees, the reimbursement is to a maximum of one hundred and twenty (\$120.00) dollars, and based upon relative need.

The Company commits to provide safety glasses. Where prescription lenses are required, the Company will reimburse each regular full time or seasonal employee the entire cost of prescription safety glasses and/or prescription safety sunglasses. Reimbursements are limited to one pair of each type every two years, unless damage warrants necessary replacement. In addition to the lenses being an approved safety type, eg: "Hardex," and frames CSA approved, the glasses must meet company specifications.

ARTICLE XIII - MISCELLANEOUS

- 13.01 SUPERVISOR DOING WORK - Supervisors will not do work assigned to employees covered by the job 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, which requires special techniques and knowledge.
- 13.02 Notwithstanding anything contained in this Agreement, the Company and Union shall at all times comply with any and all Federal and Provincial laws, regulations, and rulings pertaining

to matters covered herein, and such compliance shall be deemed performance and not violation thereof.

- 13.03 Company will not contract maintenance work if the necessary equipment and qualified employees are available within the Pipeline to properly perform such work at the required time. In considering if an employee is available, consideration must be given to their current work location and job assignment.

13.04 Transportation

Those required to work overtime, or to attend meetings on a day off, shall be supplied transportation at the Company's expense or receive round-trip reimbursement at the rate established from time to time by the company.

Prior to travel, the travel arrangements must be approved by the appropriate supervisor. Travel time either flying or driving for training courses or meetings will be paid at straight time rates as follows.

- a) For travel by air only the actual flight time will be included. Connecting time between flights will also be covered.
- b) When traveling by car, and where round trip travel time from a designated staffing base to a training course is greater than one hour the company will pay for all travel.

In instances of Company required mandatory training, travel time as outlined above, plus airport wait times, will be paid at two times the regular hourly rate.

13.05 Meal Allowance

The Company will supply a suitable meal which may be eaten on Company time, to those required to work:

- a) more than one and one half (1 1/2) hours in conjunction with a regular shift,
- b) more than four (4) hours scheduled on a day of rest,
- c) more than two (2) hours on a call-out.

Eligibility for additional meals will be every four (4) hours thereafter, provided the work continues as overtime or on call-out. If it is impractical to supply a meal, or a meal is not desired, twenty-one (21) dollars will be paid in lieu of each meal.

For those required to be outside of their work base during part of a regular work day, a charge of twenty-one (21) dollars for each regular meal eaten while outside of their normal work base perimeter will be permitted. Sixty-three (63) dollars is the maximum charge allowable for a 24 hour period.

If an employee is eligible for meals as a result of overtime, it is expected that the employee shall eat the meal on Company time.

13.06 Overnight Stay

When duties require the employee to be outside of their work base for a whole day associated with an overnight stay, the charge on the employee's expense account for meal allowance shall be fifty-seven (57) dollars as a per diem rate. This rate is a maximum regardless of overtime worked.

Workbase is defined as an area within a fifteen (15) mile or twenty-four (24) kilometer radius of the following:

Regina Richardson Terminal

Regina Dewdney Terminal

Winnipeg Fort Whyte Terminal

ARTICLE XIV – DURATION

14.01 The parties agree that the Collective Agreement shall be for a period of three (3) years from February 1, 2013 to January 31, 2016.

The parties agree that all other provisions of this Collective Agreement taking effect on February 1, 2013 will remain effective up to and including January 31, 2016. This Agreement shall also remain in full force and effect from year to year thereafter unless either party gives notice of its desire to terminate this Agreement or enter into negotiations for the purpose of amending the Agreement.

14.02 General wage increases will be applied on the dates as specified on Schedule "A". All other provisions of this agreement will be applied effective the date of ratification, unless otherwise specified.

- 14.03 All written notices herein provided shall be given by depositing in duplicate in Her Majesty's Mail in a sealed envelope, registered, postage paid and addressed as follows:

Spectra Energy Transmission – PTC Pipeline

P.O. Box 32036
Regina, Sask. S4N 7L2

Unifor Canada Union

Attn: Unifor President Local 745
P.O. Box 745
Richardson, Sask. S0G 4G0

Signed in Regina, Saskatchewan this 22nd day of January, 2014.

For the Company



Rick Fauth



Brad Reith



Allen Karasiuk

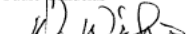


David deMedeiros

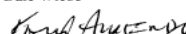
For the Union



Paulo Gandcias



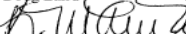
Dale Wiebe



Ken Amendt



Doug Laird



Kate McKinley, National Rep

EXHIBIT "A" SCHEDULE OF RATES

The schedule of rates set forth below shall apply to and govern hourly paid employees: {Operators, Loaders & Technicians}

Effective	1-Feb-13	1-Feb-14	1-Feb-15
Senior Technician	\$46.61	\$48.24	\$50.05
Technician A	\$45.32	\$46.91	\$48.67
Technician B (3 rd year grad)	\$41.92	\$43.39	\$45.02
Technician C (2 nd year grad)	\$40.67	\$42.09	\$43.67
Technician D (1 st year grad)	\$38.52	\$39.87	\$41.37
Senior Operator Dual Terminals	\$42.92	\$44.42	\$46.09
Senior Operator	\$41.92	\$43.39	\$45.02
Operator A Dual Terminals	\$41.70	\$43.16	\$44.78
Operator A	\$40.67	\$42.09	\$43.67
Operator B Dual Terminals	\$39.57	\$40.95	\$42.50
Operator B	\$38.52	\$39.87	\$41.37
Operator C Dual Terminals	\$37.41	\$38.72	\$40.17
Operator C	\$36.39	\$37.66	\$39.07
Utility	\$34.11	\$35.30	\$36.62
Senior Loader	\$38.52	\$39.87	\$41.37
Loader A	\$36.39	\$37.66	\$39.07
Loader B	\$34.11	\$35.30	\$36.62
Shift Differentials			
8 Hour Day Shift	\$0.80	\$0.82	\$0.85
8 Hour Afternoon Shift	\$1.62	\$1.68	\$1.74
8 Hour Night Shift	\$2.81	\$2.91	\$3.02
12 Hour Day Shift	\$1.06	\$1.10	\$1.14
12 Hour Night Shift	\$2.40	\$2.48	\$2.57

Qualifications will determine classification and rate of pay. The qualifications required for each classification from Utility up are outlined in the Progression Plan that is written up in detail at the end of this booklet. The duties assigned will not affect classifications or rates of pay in keeping with the philosophy of the progression plan.

EXHIBIT "B" - PROGRESSION

A. OBJECTIVES OF PROGRESSION

1. To provide a means of training and development to achieve the highest possible caliber of personnel.
2. To provide progress in an orderly fashion by improving their qualifications.
3. To improve the efficiency of the operation by having well-rounded individuals capable of handling all aspects of the pipeline facilities.

B. BASIC PRINCIPLES OF THE PLAN

The Plan is based on the concept that a well-rounded individual should be qualified to operate and maintain the pipeline facilities.

Success of the Plan depends on the fullest cooperation of all concerned to ensure that objectives are approached in a business-like manner with pride of workmanship exhibited.

The Plan calls for mutual trust, understanding, cooperation and tolerance with respect for the rights and dignity of all concerned. In this, the attitudes of the entire team are most important.

C. PROGRESSION REQUIREMENTS

Loader B

This will be the normal entry level position for the Dewdney Terminal Rail Car loading. Minimum qualification will preferably be Grade XII. Loader B must remain at this position for a minimum of one year. During this time the loader is to become knowledgeable in Rail Car Loading procedures & Basic knowledge of Rail Car Construction. Those loader B's who successfully pass the Rail Car Loading examination will be reclassified to:

Loader A

Loader A will spend one year in this position. During this year the loader A is expected to gain a general knowledge of the operation of the Dewdney Terminal. Those loader A's who successfully pass the operating examination within that same year, and on completion of one year, will be reclassified to:

Senior Loader

When available a Senior Loader who successfully bids into an operations position will be reclassified as an Operator B and will continue in the operations progression plan.

Utility Operator

This will be the normal entry point for Operations. Minimum qualifications will preferably be Grade XII, and two years related experience. Utility Operators will spend one year in this classification. During this year, they will study the operating manual, and prepare for an examination on operating procedures. Those Utility Operators who successfully pass the operating examination will be reclassified to:

Operator C

Operator C's will spend one year in this position, and be required to pass the operating examination within that same year, and on completion of one year, will be reclassified to:

Operator B or Technician D

This is the level of the Plan that a first year apprenticeship graduate, or a graduate from a one year technical school program will join the Company. Operator B's will spend one year in this position, and be required to pass the operating examination within the year, and on completion of one year, will be reclassified to:

Operator A or Technician C

This is the level of the Plan that second-year apprenticeship graduates, or graduates from a two-year technical school program will join the Company. They will spend one year in this position and be required to pass the operating examination within the year.

Employees in this position, on completion of one year, will be reclassified to:

Senior Operator or Technician B

- a) This is the level of the Plan that graduates from a three year technical school program will join the Company as Technician B. They will spend one year in this position and be required to pass the operating examination within the year.
- b) This is the level of the Plan that third-year apprenticeship graduates will join the Company as Technician B. They will spend

one year in this position, be required to pass the operating examination within the year and achieve a journeyman certificate.

c) Employees who are a third year apprenticeship graduate will have to spend one year in this position and achieve a journeyman certificate.

Employees who do not have the ability and/or desire to achieve a journeyman certificate or third year technical graduation will remain as Senior Operator or Technician B.

Employees who achieve the requirements of (a), (b) or (c) will be reclassified to:

Technician A

This is the level of the Plan that journeymen with one or more skills will join the Company. Employees are required to spend one year in this position and pass the operating examination within the year.

Employees in this position with one skill can start an apprenticeship in a second skill.

Completion of the P.I.T.S. "Pipeline Maintenance Program" with either the electrical or the electronics specialization will be considered equivalent to a second skill.

Employees who have completed a second skill and one year in the position will be reclassified to:

Senior Technician

Employees in this position will continue to develop in all areas of pipeline maintenance. As a well-rounded specialist in pipeline maintenance and operations, the Senior Technician will be expected to make maximum contribution to the achievement of Department and Corporate objectives.

Upgrade to Senior Technician Rate

Technician A's will be eligible for upgrading to Senior Technician upon:

- a) Working a minimum of 18 months on the day worker maintenance staff and
- b) A high level of competence and expertise (to be agreed with the team leader) in 5 out of the following list of skills.

_____ Maintenance and repair of valve operators

_____ Pipefitting general maintenance and repair

- Hydraulic operator repair and maintenance
- Pipeline location - re: construction and crossings
- Maintenance equipment operation - cranes, tractors, etc.
- Tank level and pressure gauge maintenance
- Stench system maintenance and repair
- Pipeline facilities operation
- Meter proving and meter repair
- Cathodic system maintenance and repair
- Electrical control and RTU interlock
- Electronic equipment repair
- Pipeline Facility power system repair and maintenance
- Communication systems repair and maintenance

PTC Progression Plan

New Hire Qualifications & Employee Training		Loader Progression	Operations Progression	New Hire Qualifications & Employee Training
		<u>Loader B</u> 1 yr. then complete Rail Loading Exam	<u>Utility:</u> 1 yr. then complete Stage I of Operator's Exam	Grade 12 and Two yrs. Experience
		<u>Loader A</u> 1 yr. then complete Dewdney Terminal Operator's Exam	<u>Operator C:</u> 1 yr. then complete Stage II of Operator's Exam	Appropriate Training or Experience
1st yr. Apprentice Graduate 1st yr. Technical School Graduate	Technician "D"	<u>Senior Loader</u>	<u>Operator B:</u> 1 yr. then complete Stage III of Operator's Exam	
2nd yr. Apprentice Grad 2nd yr. Technical School Graduate	Technician "C"		<u>Operator A:</u> 1 yr. then complete Stage IV of Operator's Exam	
3rd yr. Apprentice Grad 3rd yr. Technical School Graduate	Technician "B"		Senior Operator	
Journeyman	Technician "A"			
Journeyman with 2 skills Journeyman with 18 months experience and expertise	Senior Technician			

EXHIBIT “C” - JOB SECURITY

Permanent work Force Reduction

In the event of pipeline closure, partial closure, or change in methods of facilities which will involve a permanent work force reduction of employees covered under this Collective Agreement, the Company shall give the Union not less than six (6) months advance notice or statutory notice, whichever is greater, for such change or closure.

Upon such notice, the Company will meet with the Union to discuss the impact of the change on the employees affected. The company agrees to cooperate with the Government and the Union in finding alternate employment for affected employees.

Any employee covered by the terms of this Collective Agreement who is permanently discharged or laid-off under this Article shall be entitled to severance pay as outlined below, provided that:

- a) The employee remains available for work until the date of termination,
- b) The employee is not terminated for reasons outlined in Claus 8.04 (a), (b) and (c).

Upon payment of severance pay, the employee will be terminated and will have no further rights of recall.

RATE PROTECTION

In the event that employees are downgraded solely due to the pipeline closure, partial closure or change of methods or facilities, which will involve employees covered by this agreement, rate protection will be provided as follows:

- a) Employees who remain within their line of promotion/progression will have their existing rate maintained until the rate for the classification in which they are placed, equals the protected rate.
- b) Employees who are placed outside their line of promotion/progression will have their existing rate protected for one year.

To qualify for rate protection, employees must:

- a) Successfully complete any training/retraining program to which they are assigned.
- b) perform work to which they are assigned and qualified to perform.
- c) Use normal bidding procedures wherever available, to return to equal or better than their former grade.

SEVERANCE PAY

Employees entitled to severance pay as outlined in this Exhibit shall receive at termination the greater of:

- a) The amount of severance pay required by law.
- b) Severance pay as outlined in Clause 8.05 (d).

An employee terminated and accepting severance payment under the above terms, remains eligible to be considered for re-employment as a new employee.

COMPANY USE OF CONTRACTORS:

Performance of work for the company by 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.

TRAINING/RETRAINING

In the event of the pipeline closure, partial closure or change of methods or facilities which will involve a permanent workforce reduction of employees covered under this Collective Agreement, the Company shall train or retrain employees subject to lay-off for job vacancies which exist at that time within the Company provided the employees have the basic qualifications and aptitude required for the job vacancy. Employees who are placed in lower paying jobs as a result of being declared surplus will received the base rate of pay for the job which they held immediately prior to notification of such surplus.

In the case of an employee who does not qualify for a job vacancy as stated above or in the event that no job vacancy exists, the Company will participate in every reasonable way possible with the Union and the Government in training and retraining any employee for outside employment opportunity. Provision of this training for outside employment will occur only when an employee's recall rights have expired or they have waived their recall rights and accepted severance payment.

The company will reimburse an employee for training and/or moving costs incurred within two years of termination to a maximum of two thousand dollars, provided such expense is for the purpose of outside employment opportunity less any other training or moving subsidy available to the employee. Training costs will include registration and tuition fees, books and examination fees.

The Company and the Union agree to assist the employee in identifying outside subsidies that may exist and assist the employee in qualifying for such subsidies.

EXHIBIT "D" - BIDDING BETWEEN PTC AND EMPRESS

Terms and conditions of the attached agreement are with respect to job vacancies at the Company LPG facilities, along the Pipeline and at the Empress Plant.

1. Employees in the PTC certified unit will be permitted to bid vacancies at the Empress Plant if the vacancy is not filled by Company plant employees and before the Company hires from outside the company.
2. Empress Plant employees will be permitted to bid vacancies in the PTC certified unit if the vacancy is not filled by employees in the unit and before the Company hires from outside the company.
3. Should an Empress Plant employee successfully bid into a job on the PTC Pipeline, the employee will maintain their full Company seniority. However, for the purpose of future bidding, seniority accumulated on the PTC Pipeline will be the governing seniority.
4. When PTC seniority is equal and the qualifications of two or more employees are relatively equal, then Company seniority will prevail.

EXHIBIT "E" - PTC APPRENTICESHIP PROGRAM

A. Purpose and Philosophy

The purpose of the Program is to provide a means of training and developing trades persons of the highest caliber for the PTC Pipeline. Further, to provide an environment and incentive, which will assist employees to achieve their maximum potential.

The program is recognized as requiring the active participation of the Company, the employees, and various levels of government.

B. Coverage

The program will cover the following trades recognized under the Saskatchewan or Manitoba Apprenticeship Act:

Electrician	Instrument Mechanic
Pipe/Steam Fitter	Millwright

The number of employees required in any and all trades and classifications covered by the program shall be at the discretion of the Company. The timing and number of apprenticeship opportunities provided on the PTC Pipeline shall be at the sole discretion of the Company.

C. General Principles

1. Employees will normally be hired into the Operator classification and as openings occur will be given the opportunity to bid into the program.
2. Employees with previous experience or training may be hired directly into the program at a level appropriate to their previous experience or training.
3. In order to enter the program, an employee will be required to enter into an apprentice contract or indenture with the company.
4. The Company will set standards for entry into the various levels of the program that are not inconsistent with standards recommended by Saskatchewan Apprenticeship and Trade Certification Commission or Manitoba Advanced Education and Training.
5. The minimum periods of apprenticeship training will be as prescribed by Saskatchewan Apprenticeship and Trade Certification Commission or Manitoba Advanced Education and Training.
6. The training syllabus for each trade shall be as prescribed by Saskatchewan Apprenticeship and Trade Certification Commission or Manitoba Advanced Education and Training to meet the particular needs of the particular trade.
7. Employees, while indentured or certified in one trade recognized by the Company, will be expected to work also in other trades as required by the Company.

8. An Employee's classification and rate of pay shall be in accordance with Section G which follows, and the Employee's qualifications as recognized by Saskatchewan Apprenticeship and Trade Certification Commission or Manitoba Advanced Education and Training.

D. Entry To The Program

1. Employees will normally enter the program by bidding on posted vacancies.
2. Employees entering the program without any previous training will, in all cases, be subject to the standards established for acceptance under C.4.
3. Employees entering the program with previous training and experience will be placed in a level of the program in keeping with the credit granted by Saskatchewan Apprenticeship and Trade Certification Commission or Manitoba Advanced Education and Training.
4. Employees accepted into the program will enter into a preliminary agreement of apprenticeship with the Company for a period of three months. Such agreements will be registered with Saskatchewan Apprenticeship and Trade Certification Commission or Manitoba Advanced Education and Training.
5. If at the end of the aforementioned three months preliminary period both the employee and the Company are satisfied to continue the agreement of apprenticeship, a contract or indenture will be made and registered with Saskatchewan Apprenticeship and Trade Certification Commission or Manitoba Advanced Education and Training.

E. Schedule of Training

1. Upon being selected as an apprentice in a specific trade, an employee shall work at the trade and spend such time at a technical school as may be prescribed by Saskatchewan Apprenticeship and Trade Certification Commission or Manitoba Advanced Education and Training.
2. 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 Saskatchewan Apprenticeship and Trade Certification Commission or Manitoba Advanced Education and Training

authorities and will be required to be reexamined within twelve months.

3. Failure to pass a second examination will result in review of their position and could result in their removal from the program.
4. Employees who are removed from the program may be terminated or may revert to a Loader or Operator position, if a vacancy exists.

F. Pay and Allowances While Attending Technical School

1. For the first attendance at any particular year of technical school, the apprentice will receive from the company, on their regular payday their regular straight time pay based upon their regular work schedule.
2. Where an employee is required to live away from home the employee may claim up to fifty dollars (\$50.00) per calendar day expenses on an expense statement. This allowance will start on the first day of vocational school and end with the last day of vocational school.
3. For employees attending school the mileage will be paid for distance traveled. Mileage will only be paid for travel where the employee operates a personal vehicle.
4. The employee will be reimbursed for the costs of books required for the apprenticeship.
5. In the absence of a Doctor's Certificate, any days not attended at vocational school will be regarded as without pay by the Company.
6. Meal allowance will be paid as per Article 13.05 in the Collective Agreement.

G. Progression Within the Program and Maintenance Group

1. Upon being accepted into the program, an employee shall normally be classified and paid as Utility person, or such other level of Technician as found appropriate under D.3. However, Operator A and above will move directly to the Technician "C" level. Progression according to qualifications shall occur as follows:

Entry Apprentice

- Utility

Following successful completion of first year training	- Technician "D"
Following successful completion of second year training	- Technician "C"
Following successful completion of third year training	- Technician "B"
Completed requirements for Trades person's qualifications	-Technician "A"
Complete 18 months of service as a Craftsperson "A" and fulfills the requirements of Senior Technician.	- Senior Technician

Successful completion of a particular year of training shall mean successful completion of prescribed theoretical training, practical training, and tests according to the Saskatchewan Apprenticeship and Trade Certification Commission or Manitoba Advanced Education and Training.

2. If any minimum work period established by the Saskatchewan Apprenticeship and Trade Certification Commission or Manitoba Advanced Education and Training is exceeded due to the Company not permitting the employee to attend a previously scheduled period of training at a technical school, the employee will be temporarily reclassified and temporarily receive the increased rate from the date the employee would have received it had the employee attended the scheduled course and passed the examinations. Should the employee not pass the examinations at the next scheduled attendance at technical school, their classification and rate of pay will revert effective from the date of failure.
3. Should deferral by the Company of one particular year at technical 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 technical school. In the event of a deferral under this section, sincere efforts will be made to schedule future attendance at technical school to permit the apprentice to return to the schedule they would have been on had the Company not deferred their attendance originally.

4. If any minimum work period established by the Saskatchewan Apprenticeship and Trade Certification Commission or Manitoba Advanced Education and Training is exceeded due to the unavailability of technical school facilities, the employee's reclassification and rate will be adjusted retroactively to the commencement of the scheduled year provided the employee successfully passes the examination. Retroactivity will not apply where retesting is necessary.
5. In the event an employee attends technical school and successfully passes the tests prescribed by the Saskatchewan Apprenticeship and Trade Certification Commission or Manitoba Advanced Education and Training prior to completing the scheduled year, reclassification and rate of pay will be effective on the completion of the scheduled year.
6. If an employee does not attend a particular year's training within the twelvemonth 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. Retroactivity will not apply.

H. Revisions to the Program

Government policy, over which the Company and the employees have no control, and changes in the oil industry or our own operations, may call for revisions to the program from time to time. It is a basic principle of the program that the Company and employees will discuss these changes in a meaningful manner before implementation. Changes will be accomplished through mutual trust, understanding, cooperation and tolerance, which will respect the rights and dignity of all concerned. However, while the Company has every desire and intention to continue this program indefinitely, it reserves the right to cease the program should conditions so indicate.

EXHIBIT "F" - DEFINITIONS

Overtime Pay

Overtime rates of two (2) times the regular hourly rates will be paid:

1. For all hours worked in excess of regular scheduled hours;
2. For all hours worked on days of rest;
3. For all hours worked on Company recognized holidays.

Premium Pay

A premium is paid in addition to regular straight time pay in a number of situations such as:

- Shift change premium
- First day back premium
- Make up pay premium.

In all of these situations the premium is equal to straight time pay.

April 28, 2004

Paolo Candeias
President, Unifor
Local 745
PTC Pipeline

Dear Paolo:

**Re: Employment Relationship for Seasonal Employees
Employment Status**

Regular Seasonal Employee

Employment Criteria

- Must work a minimum of 950 hours per calendar year.
- Must be filling a repetitive seasonal position such as rail car loading
- Must be available to work the schedule that is posted based on the Work Scheduling Guidelines listed below

Benefits

As a Regular Seasonal Employee all applicable company benefits will apply during the winter schedule, as outlined in their offer letter. During the summer schedule the employee will remain active in all of the applicable company benefit plans, with the exception of those outlined in the employee's offer letter.

Note: In no way does this letter define which benefits apply. The Company reserves the right to change or terminate any of the employee benefit plans at any time.

Work Scheduling

The regular full time operators in consultation with the PTC Team Leader will complete the scheduling. The schedule will be completed 2 times a year once in the fall (winter season) and again in the spring (summer season).

Winter Season:

The winter schedule for the regular seasonal employee(s) will be posted on or around October 1st of each year. This schedule will

encompass the winter months (Mid October to March) when the seasonal employee will normally be working full time.

Summer Season:

The summer schedule for the regular seasonal employee(s) will be posted on or around March 1st of each year. This schedule will encompass the summer months (April to Mid October) when the seasonal employee will be move to a relief coverage casual time. The summer schedule will indicate the days on which the seasonal employee will be required to provide coverage. The seasonal employees to retain their employee status and benefits must cover these days. The available time will be shared equally between all available seasonal employees. If additional time becomes necessary over the course of the summer it will be offered to the seasonal employee with the least amount of hours. There is no obligation to cover these days; it will be on a best efforts basis.

Call-outs

Call-outs during the winter schedule for operational requirements will be shared equally between all qualified personnel. The overtime list will be zeroed each year at the start of the winter schedule.

The regular full time operations personnel will handle callouts during the summer schedule for operational requirements.

Rates of Pay – Progression

Regular seasonal employees will be allowed to progress to an Operator “B” or Loader “A” level. Only regular full time employees can progress beyond this level.

The rationale is that, as regular full time employees take on and complete many extra activities in addition to their operating role, seasonal employees given the nature of their employment are not available year round to undertake these activities.

Team meetings

The seasonal employees may join the team meetings during the winter schedule when they are working full time. Seasonal employees will not sit in on team meetings during the summer schedule when they are on a casual relief coverage basis. Copies of the meeting minutes will be available for review when they return for the winter schedule.

Bidding Rights

Seasonal Employees will have full bidding rights.

Vacation

Vacation for Regular Seasonal Employees will be paid out on a per pay basis. The percentage will vary based on the Employee's vacation service date and their entitlement under the Company Vacation Policy.

Seniority

For vacation purposes pre hire vacation seniority will be granted as per company policy. Post hire vacation seniority will accumulate based on each calendar year that the seasonal employee remains with the Company.

For bidding purposes no pre hire seniority will be recognized. Post hire seniority will accumulate on a pro-rated system based on the actual hours work.

Yours truly,

Rick Fauth
Director, Empress Operations

June 17, 2010

D. Mostat
President, Communications, Energy and Paperworkers Union
Local 745
PTC Pipeline

Dear Dale:

Re: Averaging of Worker's Pay on Bi-Weekly Basis

Shift Workers

As part of the terms of settlement, beginning in 2010 of the Collective Agreement at the PTC Pipeline, the company will pay shift workers an average bi-weekly rate, based upon the number of hours worked in one year calculated as follows.

(Average work week from clause 4.02) X (average weeks in a year) + (statutory pay for the year) / (26 pay periods)

- Regina Operators = $(39 \times 52) + 96 / 26 = 81.7$ hours per pay period
- Ft. Whyte Operators = $(37.3 \times 52) + 96 / 26 = 78.3$ hours per pay period

(Average work week from clause 4.02) X (average weeks in a year) / (26 pay periods)

- Dewdney Loaders = $(37.3 \times 52) / 26 = 74.6$ hours per pay period

Day Workers

As part of the terms of settlement, beginning in 2010, the Company will pay day workers an average bi-weekly rate, based upon the number of hours worked in one year calculated as follows.

(Average work week from clause 4.02) X (average weeks in a year) / (26 pay periods)

- $(37.3 \times 52) / 26 = 74.6$ hours per pay period

This represents an average bi-weekly pay of 74.6 hours per pay period for day workers.

The method of payment will ensure that overtime hours, shift differential, or any variable component of the employee's wages are entered as accurately as possible in the following pay period and regular wages are kept whole in the current pay period.

Where employees take unpaid leaves of absence, their bi-weekly pay will be adjusted accordingly in the following pay period. If required, in the first pay period of each year a reconciliation will be done between actual regular scheduled hours worked, and the bi-weekly average for the prior year.

In situations such as promotion, demotion, hire, transfer, termination, resignation or any other unforeseen situations will be reconciled from their respective effective date to the beginning of the calendar year. Such reconciliation could be accomplished by the employee either working the hours back or by pay adjustment. Regardless of the mode chosen, it should be reconciled by the end of the following quarter.

The above equalized pay provisions will not routinely be applied to seasonal or temporary employees.

This letter of agreement and all subsequent changes required to the Collective Agreement as a result, represents a minor change only in the method of pay for PTC Pipeline workers. It is not meant to create a gain or loss for either party, nor change the manner in which the Collective Agreement has been interpreted in the past. Where unforeseen issues arising from this agreement occur, the parties will endeavour to resolve the issue based upon the preceding sentences.

Yours truly,

Victor Standish
Director Empress Operations

April 28, 2004

W. Sinkewicz
President, Communications, Energy and Paperworkers Union
Local 745
PTC Pipeline

Dear Warren:

Re: PTC Pipeline Operations and Maintenance Progression Plan

The parties to this agreement recognize the need to update the existing Progression Plan (Exhibit B). To this end the parties agree to form a Progression Plan Dialogue Committee.

During the term of this agreement the objective of the committee will be to develop a recommended revised progression plan, which will be tabled at the next round of collective bargaining.

Yours truly,

Wayne Parfitt
Asset Manager
ConocoPhillips Canada Limited

September 13, 2007

Dale Mostat
President, Communications, Energy and Paperworkers Union
Local 745
PTC Pipeline

Dear Dale,

RE: Safety, Health and Industrial Relations Training

The Company agrees to remit three cents (3¢) per hour for each full-time employee's regular hours of work to a Safety, Health and Industrial Relations Training Fund. Payments are to be made to the Safety, Health and Industrial Relations Training Fund of the CEP on a quarterly basis.

The Union agrees that the sole purpose of this fund will be to provide training to its members. The Union further agrees that the content of the Safety and Health Programs will be consistent with current Safety and Health Programs endorsed by the Company. The Union also agrees to furnish the Company, on an annual basis, a listing of the courses to be presented.

The Union agrees to provide a fund audit as requested.

Leave(s) of absence for attendance to such training described above will be in accordance with Article 11.05 of the collective agreement.

Yours truly,

Victor Standish
Director Empress Operations

June 14, 2013

Paulo Candeias
President, Unifor
Local 745
PTC Pipeline

Dear Paolo,

Re: Transportation Allowance

As part of the terms of settlement of the 2013 collective agreement, all employees in the PTC bargaining unit will be entitled to a transportation allowance of \$120/month. Employees who are assigned a company vehicle are not eligible for this allowance.

Yours truly,

Rick Fauth
Director, Empress Operations

June 29, 2007

Dale Mostat
President, Communications, Energy and Paperworkers Union
Local 745
PTC Pipeline

Dear Dale,

Further to discussions at negotiations, the Company recognizes the concerns expressed by the Union with regard to the method of distributing overtime and agree on the importance of the need to develop a set of guidelines that endeavor to equalize overtime on an annual basis.

For these reasons, the parties agree to meet at the conclusion of Collective Bargaining to develop an Overtime Distribution Program. These discussions will include consideration for overtime hours recorded/worked/refused, a method to develop and distribute overtime lists as appropriate, recognition of the importance of job continuation and/or qualifications required in meeting operational requirements, and other items either party determine require appropriate consideration.

The parties agree that these discussions will commence upon ratification of the collective agreement with the objective of completing these guidelines in a timely manner.

Yours truly,

Victor Standish
Director Empress Operations

June 17, 2010

Dale Mostat
President, Communications, Energy and Paperworkers Union
Local 745
PTC Pipeline

Dear Dale,

Re: Regina Operations Work Schedule and Vacation Guidelines

Further to discussions as 2010 negotiations, for work schedule and vacation guidelines for the Regina Area Operators, the following shall apply. It is understood that these guidelines have been developed for scheduling purposes only and do not constitute any guarantee of staffing levels.

These guidelines are in addition to the Collective Agreement and therefore, for the purposes of these guidelines, week, day, shift and annual vacation shall be understood to mean the following:

Week: As spelled out in the Collective Agreement (Art. 4.02), a Regular Work Week begins at 12.01 am on Sunday and ends at 12:00 midnight on the following Saturday (seven consecutive days).

Day: Again as spelled out in the Collective Agreement (Art. 4.02) a Workday consists of twenty-four (24) hour period beginning at 12:01am

Shift: A shift as referenced in the Collective Agreement (Art. 4.04, 4.05, 4.06, 4.07, 4.08, 4.09, 4.10 & 4.11) is understood to mean the time schedule to work in a regularly scheduled work day.

Further, these guidelines as it refers to schedules apply to both the Richardson and Dewdney Terminals and provide the vacation guidelines as referenced in 7.08.

1. Schedules:

- i. Annual master schedules will be posted each year by October 1st for the next year.
- ii. Current schedule will be maintained on the common drive.

- iii. Regina Area Operators will be scheduled into two (2) groups of four (4) workers per group (ie: "A" shift group and "B" shift group).
- iv. The shift schedule will be based on an average of Forty-Two (42) hours per week on an eight (8) week rotation. EDO's (earned days off) will be scheduled such that the average hours per week actually worked will be Thirty-Nine (39) hours, not 37.3, as per article 4.03 in the Collective Agreement.
- v. Employees shall have the right to exchange shifts by mutual agreement between themselves, provided appropriate approvals are obtained, and no additional cost is incurred by the company, as referenced in the Collective Agreement – Article 4.04.

2. EDO Coverage and Requests:

- i. For EDO purposes the year is divided into four periods based on prime vacation time. Basic guide is as follows:
 - Period One: Early January to late June
 - Period Two: Late June to September
 - Period Three: September to late December
 - Period Four: Late December to early January
- ii. Period One EDO's will be 8 shifts per operator
- iii. Period Three EDO's will be 5 shifts per operator
- iv. A maximum of one operator per shift group may be away on EDO's during these periods (Shift Groups: A Shift and B Shift).
- v. Period one EDO schedules will be established by each shift by November 30. Period three EDO schedules will be established by each shift by June 30.
- vi. EDO requests will be scheduled by a designated operator of each shift as per this guide.
- vii. There will be no overtime or shift change costs incurred by the Company when scheduling EDO's.

3. Vacation Coverage and Requests:

- i. In Periods 1 and 3, EDO's/vacation requests shall be limited to one (1) operator from each Shift Group at any time. All

EDO's shall be scheduled in advance of any vacation, per section 2 above.

- ii. There will be no overtime or shift change costs incurred by the Company when scheduling Vacation.
- iii. The year is divided into quarters for vacation purposes.
- iv. Requests submitted prior to the first day of the month preceding the start of the quarter will be granted on the basis of seniority.
- v. Requests submitted after the start of the quarter will be granted on a first come/first reserve basis.
- vi. All Vacation requests must be scheduled by August 31 for the current year. If vacation is not scheduled, the company will schedule the remaining vacation according to availability.
- vii. Vacation requests will be scheduled by a designated operator of each shift as per this guide.

4. Update and Review:

- i. The parties agree that these guidelines will be reviewed as required and must be administered to meet the requirements of the operation.
- ii. Any exceptions to these guidelines require Team Leader approval.

Yours truly,

Victor Standish
Director, Empress Operations