

# Collective Agreement

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**Between  
Enbridge Gas Inc.  
And  
Unifor Union**

## **South Office**

Local 5 – Simcoe  
Local 914 – Sarnia  
Local 938 – London  
Local 758 – Windsor

Local 999 – Chatham  
Local 8833 – Hamilton/  
Halton  
Local 8833 – Waterloo

January 1, 2024  
To  
December 31, 2026

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# AGREEMENT

THIS AGREEMENT  
entered this 24th of May 2024

BETWEEN:

ENBRIDGE GAS INC.  
(hereinafter referred to as the “Company”)

OF THE FIRST PART

and

Unifor UNION

Local 5, Simcoe Office Unit  
Local 758, Windsor Office Unit  
Local 914, Sarnia Office Unit  
Local 938, London Office Unit  
Local 999, Chatham Office Unit  
Local 8833, Hamilton/Halton Office Unit  
Local 8833, Waterloo Office Unit

OF THE SECOND PART

## **Article 1**

### **Definitions**

- 1.01 “Regular Employees” shall include all employees in the Bargaining Unit (who have completed their probationary period) save and except “Temporary Employees”. A “Regular Employee” may be a full-time employee or a Continuous Part-time employee.
- 1.02 (a) “Temporary Employees” shall mean those employees hired to replace regular employees absent due to illness, accident, vacation, leave of absence, etc., or hired to perform work on projects or assignments of limited duration. The employment of temporary employees hired to perform work on projects or assignments of limited duration shall be limited to a period of ninety (90) days of work in any twelve (12) month period, commencing from the date of hire or commencement of employment in such period. The period of employment for temporary employees hired for all other purposes shall be limited to twelve (12) months. A project or assignment of limited duration shall not exceed eighteen (18) weeks’ duration in any twelve (12) month period. Any projects or assignments of limited duration in excess of that provided for herein will be posted.
- (b) “Continuous Part-Time Employees” shall mean those employees normally working twenty-four (24) hours per week or less except when used as a replacement for another employee, during emergencies or as needed based on operating requirements. Replacements may be for illness, vacation, flex days, training, project work, etc. In respect to operating requirements, agreement of the Union is required to work a Continuous Part-time employee more than three continuous months in excess of twenty-four regular scheduled hours per week.

# Article 1

## Definitions

- 1.03      Wherever the terms “employee” or “regular employee” appear in this agreement, the relevant provision shall be deemed to be inapplicable to Temporary Employees unless expressly provided to the contrary. An “Employee” may be either full-time or Continuous Part-time.
- 1.04      Wherever the term he, she, his, her, etc. is used throughout this agreement, such term is intended to apply to individuals of any gender.

## **Article 2**

### **Recognition**

2.01 The Company recognizes the Union as the sole bargaining agent and through its elected representatives, as having the right to bargain collectively in respect to salaries, hours of work and such terms and conditions of employment as are dealt with in this agreement, for a unit of employees described as follows:

- (a) "With regard to Local 758 (Windsor Clerical Unit), all office employees, and Temporary Employees and Continuous Part-Time Employees of the Company in its Windsor Division of the Western Region save and except Assistant Supervisors, those above the rank of Assistant Supervisor, Technicians, Residential, Commercial and Industrial Sales Representatives, Builder Dealer Representatives and five (5) Secretaries employed in a confidential capacity and serving the Manager, District Operations, the Manager, Operations Administration, the Manager, Plant Services, the Manager, Customer Information, the Manager, Customer Service, the Division Sales Manager, and the Personnel Supervisor."
- (b) "With regard to Local 938 (London Clerical Unit), all regular office and clerical employees, Temporary Employees and Continuous Part-Time Employees of Enbridge Gas Inc. in London and St. Thomas, save and except supervisory employees, persons above the rank of Supervisor, Sales Representatives, Technicians, and five (5) Secretaries employed in a confidential capacity for service to the Manager, Region Operations, the Manager, Operations Administration, the Region Sales Manager, the Manager, Plant Services, the Manager, Customer Service, the Manager, Customer Information, the Manager, Branches, and the Personnel Supervisor."
- (c) "With regard to Local 999, (Chatham Clerical Unit), all regular office and clerical employees,



## **Article 2**

### **Recognition (continued)**

Temporary Employees and Continuous Part-Time Employees of Enbridge Gas Inc. Limited of the Chatham Division and all regular office and clerical employees, Temporary Employees and Continuous Part-Time Employees of the Company's Meter Shop save and except all other employees of the Company's Head Office, Supervisory employees, those employees above the rank of Supervisor, Sales Representatives, Technicians, and three (3) Secretaries or Stenographers employed in a confidential capacity to the Manager, Region Operations, the Operations Manager, the Division Sales Manager, the Division Supervisor, Customer Service, the Division Supervisor, Plant Services, and the Division Supervisor, Support Services."

- (d) "With regard to Local 5 (Simcoe Clerical Unit), all regular office and clerical employees, Temporary Employees and Continuous Part-Time Employees in the Simcoe and Tillsonburg Branches, save and except Supervisory Employees, those above the rank of Supervisor, Technicians and Sales Representatives, and one (1) Clerk-Stenographer employed in a confidential capacity".
- (e) "With regard to Local 914 (Sarnia Clerical Unit), all Regular Office employees, Temporary employees and Continuous Part-time employees of Enbridge Gas Inc. in the City of Sarnia, save and except Supervisors, persons above the rank of Supervisor, Sales Representatives, Technicians, the secretary to the Human Resources Manager/Operations Manager, and the secretary to the Sales Manager."
- (f) "With regard to Local 8833 (Hamilton / Halton Clerical Unit), all office and clerical employees of Enbridge Gas Inc. in the City of Hamilton, Town

## **Article 2**

### **Recognition (continued)**

of Ancaster, Town of Milton, City of Burlington and Town of Dunnville save and except Assistant Supervisor, those above the rank of Assistant Supervisor, Sales Representatives, Technicians, Construction Inspectors, Construction and Project Engineers, Analysts, Human Resources and Safety Clerk, Safety Representative, and secretaries to the Manager, Hamilton/Halton Divisions; General Manager, Eastern Region; Manager, Delivery Services; Manager, Business Development; Manager, Support Services; Manager, Customer Contact; and the Manager, Human Resources.”

- (g) “With regard to Local 8833 (Waterloo/Brantford Clerical Unit), all office and clerical employees of Enbridge Gas Inc. in the city of Waterloo, save and except Assistant Supervisors, those above the rank of Assistant Supervisor, Co-ordinators, Sales and Business Development Representatives, Technicians, Analysts, Construction and Project Engineers, Safety Clerks, Safety Representatives, Human Resources personnel, Secretaries to Managers, and those people for whom a trade union held bargaining rights as of date of application; and all office and clerical employees of Enbridge Gas Inc. in the city of Brantford, save and except Assistant Supervisors, those above the rank of Assistant Supervisor, Coordinators, Sales and Business Development Representatives, Analysts, Construction and Project Engineers, Health and Safety Representatives, Human Resources personnel, one (1) Secretary to District management, and those people for whom a Trade Union held bargaining rights as of the date of the certification vote.

- 2.02 The Union recognizes that the Company is a regulated public utility and therefore the efficient, economical and continuous operation of its plant, offices and services are of prime public interest;

## **Article 2**

### **Recognition (continued)**

that its income is derived principally from gas rates paid by the general public for its product and services and that the rates for its product are fixed in advance by a regulatory authority and subject to review from time to time by the appropriate governmental authority.

2.03 There shall be no discrimination, intimidation or coercion by either party against any employee eligible for membership in the Union or because of membership or activity in the Union, or because of non-membership in the Union.

2.04 There shall be no discrimination or harassment by the Company or the Union or its members against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex (including pregnancy and breastfeeding), age, marital status (including single status), gender identity, gender expression, receipt of public assistance (in housing only), sexual orientation, record of offenses, family status, or handicap as defined in the Ontario Human Rights Code.

The Company and Union are committed to providing a workplace free of harassment, bullying and violence. In accordance with the Company's Respectful Workplace, Harassment and Violence Policy, the Local Bargaining Unit Executive member will be advised of any investigation involving a member of the Bargaining Unit. The Local Bargaining Unit Executive member must be present at an investigation meeting involving a member of the Bargaining Unit. A copy of all investigation notes and report shall be provided to the Local Bargaining Executive member involving a member of the Bargaining Unit. The Union will share their investigation meeting(s) notes with the designated Company representative.

2.05 The Union, its members and/or its agents shall not on Company time or premises conduct Union activities except as hereinafter expressly provided.

## **Article 2**

### **Recognition (continued)**

2.06 An accredited representative of Unifor shall not enter the Company's premises without the Company's consent except as hereinafter expressly provided.

2.07 **Orientation Program**

The Company will allow a designated representative of the Local or Bargaining Unit up to one (1) hour per calendar month for the purpose of conducting the Unifor Union New Members' Orientation Program. Such meetings will be conducted during the probationary period of employees, and will be held on Company premises. Employees participating in Orientation Program meetings during their normally scheduled working hours will not suffer loss of pay at their regular rate. Orientation Program meetings will be scheduled by Management and a Management representative may attend as an observer.

## **Article 3**

### **Deduction of Union Dues**

- 3.01 The Company agrees to deduct from the salaries of all employees covered by this agreement, and during the period of the agreement, an amount of weekly union dues for general union purposes as designated by the President and Financial Secretary of the Local, but excluding special assessments, which relate to special union benefits, and such money shall be paid to the Financial Secretary of the Local not later than the 10th day of each month. The Company shall deduct regular weekly dues for each 37½ (40 hours where applicable) hours worked by Continuous Part-Time Employees.
- 3.02 The Company agrees to furnish the Local monthly with a list of employees for and on behalf of whom such deductions are being made.
- 3.03 This provision for Union security shall be enforced by the Company against each employee to whom the agreement applies as a condition of their continuance in or entrance into the Company's service except as provided for in the Ontario Labour Relations Act.
- 3.04 The Company, the Union, and the Local shall do all such acts and things as may be required or necessary to the observance and carrying out of this provision for Union security according to the true intent and meaning hereof.

## **Article 4**

### **No Strikes, No Lock Outs**

- 4.01      The Company agrees that there shall be no lock out, and the Union agrees that there shall be no strikes, work stoppage, slow down, restriction of output or interruption of work either complete or partial by the Union or by the employees for any reason whatsoever during the life of this agreement. All disputes between them shall be submitted for settlement in accordance with the grievance and arbitration procedure set forth in this agreement.

## **Article 5**

### **Reservation To Management**

- 5.01 The Union acknowledges and agrees that it is the function and the right of the Company to operate and manage its business in all respects in accordance with its obligations, including the following:
- (a) the right to select, hire, classify, promote, demote, transfer, layoff, and suspend employees, and also the right of the Company to discipline or discharge any employee for cause provided that a claim by an employee who has acquired seniority that the employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
  - (b) the right to maintain order and efficiency, formulate, enforce and alter from time to time rules and regulations to be observed by its employees; such rules and regulations shall not be inconsistent with the provisions of this agreement. Alterations, amendments or additions to rules and regulations will be posted on bulletin boards for the information of all employees and a copy shall be forwarded to the Bargaining Unit.
  - (c) the right to determine the work to be performed, the methods and procedures to carry out such work, the job content, the qualifications to perform the work required, and the number of employees required to perform the work of the Company.
- 5.02 The Company agrees that it will not exercise its function in a manner inconsistent with the provisions of this agreement.

## **Article 6**

### **Representation**

- 6.01 (a) The Company will recognize a negotiating committee composed of one regular employee elected or duly appointed by each Local or Unit to represent the Union in any negotiations with the Company.
- (b) When an employee serves as a negotiating committee person during their normally scheduled working hours the employee will not suffer loss of pay at their regular rate for all such hours while attending negotiation meetings and the first two scheduled conciliation meetings.
- 6.02 Each Local or Bargaining Unit shall elect or appoint and the Company shall recognize a committee to be known as the Grievance Committee composed of three (3) members who represent at least two (2) departments, the Local President or Bargaining Unit Chairperson and their designated alternate. It shall be the duty of each committee to receive all grievances of the members of the Local or Bargaining Unit it represents, and after due investigation and consideration of the pertinent facts, to determine whether the grievances submitted are bona fide and well-founded and are required to be dealt with under the grievance procedure.
- 6.03 When an employee serves as a member of the Grievance Committee during their normally scheduled working hours, the employee will not suffer loss of pay at their regular rate for all such hours while dealing with the grievance up to and including Step 2 of the grievance procedure.
- 6.04 An accredited representative of Unifor shall be entitled to participate in meetings between the Company and the Local when so requested by the Local provided at least 48 hours' prior notice has been given to local management.
- 6.05 The Local or Bargaining Unit shall notify the Company in writing, through the Manager, Labour and Employment Relations, of the names of those



## **Article 6**

### **Representation (continued)**

employees who are designated as members of the negotiating and grievance committees respectively, its Local or Bargaining Unit officers and the employee designated to receive official correspondence relating to the Local or Bargaining Unit, whenever a change takes place.

- 6.06 Where a supervisor requires a formal interview with an employee in order to establish the facts of any given case which may result in discipline to that employee, the employee concerned will be provided with representation of an elected Union official during such interview unless the employee requests otherwise.
- 6.07 Before leaving their regular duties members of the committees referred to in this Article shall make arrangements with their immediate supervisor, or in their absence their delegate, and will not absent themselves unreasonably in order to deal with business appropriate to their Union position.

## **Article 7**

### **Grievance Procedure**

#### **7.01 Step One**

Should any grievance arise involving the meaning or application of this Agreement, an employee shall, within thirty (30) calendar days from the date the grievance occurred, accompanied by a Steward, meet with and present the grievance in writing, to their Management. Management will render a decision, in writing, within seven (7) calendar days following the meeting.

#### **Step Two**

If the grievance is not settled in Step One, the Union may request, in writing, a meeting with the Management. Such a request will be made within seven (7) calendar days from the date of the decision in Step One. Management, will, with the Union, arrange to meet within seven (7) calendar days from the date the request was made by the Union. The Union's National Representative (providing such an Officer is available) may be at this meeting upon request of either party. The Company may require the Manager, Labour Relations to participate.

Management will render a decision, in writing, within seven (7) calendar days from the date of the meeting. If the Union is not satisfied with this decision the grievance may be referred to arbitration as herein provided.

**7.02** A grievance shall be deemed to be waived unless the grievance is referred by the employee or the Union to the Company within thirty (30) calendar days from the date of the occurrence of the grievance.

**7.03** A grievance affecting more than one (1) employee may be submitted, in writing, by the employees concerned, or the Union, at Step Two of the grievance procedure.

## **Article 7**

### **Grievance Procedure (continued)**

- 7.04 A grievance by the Company may be submitted to the Union within thirty (30) calendar days from the date of occurrence together with a written request by the Company for a meeting with the Union's Grievance Committee. The meeting will take place within seven (7) calendar days from the date the request was initiated. The Union Grievance Committee will render their decision in writing within seven (7) calendar days from the date of the meeting. If the decision is not satisfactory to the Company, they may take the grievance to arbitration as herein provided.
- 7.05 Where a grievance is not settled under the preceding Sections of this Article, including the question of whether or not a grievance is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, within thirty (30) calendar days notify the other party, in writing, of its intention to submit the grievance or allegation to arbitration.
- 7.06 A grievance by an employee who claims to have been unjustly discharged shall be submitted, in writing, at Step Two of the grievance procedure within fifteen (15) calendar days from the date of discharge.
- 7.07 Time limits involving the processing of a grievance may be extended by mutual agreement between the Company and the Union.
- 7.08 Failure by the Company or the Union to comply with the time limits as provided in this Article or within any agreed upon time extension will result in the grievor or grievors being awarded the grievance if the Company is tardy. If, however, the Union is tardy, the grievance will become null and void.

## **Article 7**

### **Grievance Procedure (continued)**

- 7.09 An arbitrator that is required to rule upon a grievance of an employee who claims to have been unjustly discharged may rule on such a grievance by:
- (a) Confirming the Company's action;
  - (b) Reinstating the employee with full compensation in which event there shall be no loss of seniority;
  - (c) Any other arrangement the arbitrator may deem as just and equitable.
- 7.10 Grievances and reprimands shall be in writing and shall state the nature of the violation and the Article(s) and Section(s) on which the grievance(s) or reprimand(s) are based. When the Company processes a written warning or when any other disciplinary action is recorded against an employee(s) a copy will be given to the Union Secretary.

## **Article 8**

### **Arbitration**

- 8.01 When either party requests that a matter be submitted to arbitration as provided under Article 7 above, it shall make such request in writing addressed to the other party to this Collective Agreement.
- 8.02 The party desiring arbitration shall suggest one (1) or more arbitrators at the same time as it delivers its Notice of Intent. Within seven (7) calendar days thereafter, the other party shall respond. If the parties are unable to agree upon an arbitrator within a period of fourteen (14) calendar days, either party may request the Minister of Labour for the Province of Ontario to appoint an arbitrator.
- 8.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.04 The arbitrator shall not have power to alter or change any of the provisions of this agreement, nor to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this agreement.
- 8.05 Where a grievance resulting from a discharge or suspension which is filed under Article 7 is not settled and duly comes before an arbitrator, the arbitrator may make a ruling:
- (a) Confirming the employer's action; or
  - (b) Reinstating the employee with compensation for regular time lost (except for the amount of any remuneration or compensation the employee has received from any other source pending the disposition of their case); or
  - (c) Disposing of the grievance in any other manner that may be deemed by the arbitrator to be just and equitable.
- 8.06 The fees and expenses of the arbitrator shall be paid one-half each by the Company and the Union.

## **Article 8**

### **Arbitration (continued)**

- 8.07      The parties may mutually agree in writing to substitute a Board of Arbitration (with a Nominee from each side and an independent chair) for a single arbitrator at the time of reference to arbitration and the other provisions in this Article shall be amended as necessary to refer to a Board of Arbitration, with each side bearing the cost of its own nominee, and with the decision of the Board being the decision of the majority. In such event, no person shall serve as a nominee who has participated in an attempt to negotiate or settle the grievance.

## **Article 9**

### **Seniority**

- 9.01 New full-time employees will be considered as probationary employees until they have been employed continuously for a three (3) month probationary period.

New Continuous Part-Time employees will be considered as probationary until they have been employed continuously for a probationary period the greater of three hundred and twelve (312) hours worked or three months.

Probationary employees shall have no seniority rights but after completing the probationary period their seniority shall be dated back to the date of commencement of the probationary period.

- 9.02 Seniority shall be applied on a Bargaining Unit basis. The Company will prepare semi-annually a seniority list showing the seniority and the job grade of all employees within the scope of this agreement and will post such list in places accessible to all employees. Such list will be open to protest for a period of thirty (30) days from the date of posting, and if an employee considers that an error has been made action to correct such alleged error is to be made through their supervisor to the Human Resources Department and upon satisfactory proof of error, a correction shall be made immediately. The Company will supply a copy of the seniority list to the Bargaining Unit.

- 9.03 Seniority and employment shall be deemed to be terminated if an employee:

- (a) Voluntarily leaves the employ of the Company.
- (b) Is discharged for just cause and is not reinstated pursuant to the provisions of this agreement.
- (c) Is absent without an acceptable reason for three (3) consecutive working days without notifying the Company during such period of the reason for such absence, unless the reason for failure to notify is justifiable.

## **Article 9**

### **Seniority (continued)**

- (d) Fails to return to work on the day specified at the end of a leave of absence, unless the reason for failure to return is acceptable to the Company.
- 9.04
- (a) For the purposes of Article 9, Section 9.04, a reduction in the number of employees in a job due to the volume of work or for economic reasons shall be deemed to be a layoff.
  - (b) For the purposes of Article 9, Section 9.04, "location" shall mean the branch office at or out of which the employee works.
  - (c) Layoffs and recalls shall occur in the manner hereinafter set forth, provided that the employees who remain are capable, willing and available to do the work required.
  - (d) In the event layoffs are required, the following procedure shall be followed:
    - (i) All Temporary Employees shall be laid off first.
    - (ii) All Probationary Employees shall be laid off in the respective departments where the layoffs occur.
    - (iii) All Probationary Employees throughout the Bargaining Unit shall be laid off.Thereafter employees shall be laid off in accordance with Article 9, Section 9.04 (e) and / or (f) as applicable.
  - (e) (i) In the event of a layoff in a full-time job in a location, the most junior full-time employee in such job in the location shall be the first to be laid off and may:
    - (a) displace the most junior seniority employee in the Bargaining Unit for which the employee is qualified and for which their seniority would entitle them; or
    - (b) in the event the most junior seniority employee in the Bargaining Unit is not in a



## **Article 9**

### **Seniority (continued)**

full-time job, displace the most junior full-time employee in the Bargaining Unit for which the employee is qualified and for which their seniority would entitle them; or

(c) fill any vacancy which there exists for which the employee is qualified and for which their seniority would entitle them.

(ii) In the event that more than one employee is laid off at the same time, the senior such employee shall have preference as to which junior seniority employees affected they displace.

(f) (i) In the event of a layoff in a Continuous Part-time job in a location, the most junior Continuous Part-time employee in such job in the location shall be the first to be laid off and may:

(a) displace the most junior seniority employee in the Bargaining Unit for which the employee is qualified and for which their seniority would entitle them; or

(b) in the event the most junior seniority employee in the Bargaining Unit is not in a Continuous Part-time job, displace the most junior Continuous Part-time employee in the Bargaining Unit for which the employee is qualified and for which their seniority would entitle them; or

(c) fill any vacancy which there exists for which the employee is qualified and for which their seniority would entitle them.

(ii) In the event that more than one employee is laid off at the same time, the senior such employee shall have preference as to which junior seniority employees affected they displace.

## **Article 9**

### **Seniority (continued)**

- (g) An employee who is laid off and who displaces another employee in accordance with Article 9, Section 9.04 (e) and / or 9.04 (f) will be placed in the new job in accordance with the provisions of Article 11 but shall be paid not less than their regular rate of pay for the job which they occupied immediately prior to layoff, unless such employee successfully bids for a job of the same or lower grade than the new job in which case the employee's rate of pay will be adjusted to their current step in the grade of the job. Further, an employee receiving such an adjusted rate shall be exempt from any contractual increases until the scheduled grade salary range provides a salary level which exceeds their adjusted rate, at which time the employee will receive the rate assigned to their then current salary grade level.
- (h) Employees who are displaced from their jobs as a result of a layoff, while at work, shall be recalled, in order of seniority, to their original job from which they were laid off or displaced, for a period of one year from the respective dates of the employees' original layoff or displacement, except in those cases where such employees have successfully bid for another job pursuant to Article 10.
- (i) Effective January 1, 2020, all employee "Harmonized" Flexible Benefit plan coverages will cease on the first of the month following the month in which an employee is laid off, except in the case of:
- Employee Life Insurance
  - Extended Health Care Plan
  - Dental Plan
- in which case the Company shall continue coverage for three months following the month in which an employee is laid off and not thereafter.

## **Article 9**

### **Seniority (continued)**

The Company may not alter the employee's flex benefit choices during this period. The employee's flex credits will be re-calculated and the employee will be responsible to compensate the company for any incremental costs associated with these benefits. Similarly, the company will compensate the employee for any under utilization of the available flex credits.

- (j) A full-time employee who is laid off and displaces a Continuous Part-time employee must accept all the terms and conditions of employment applicable to a Continuous Part-time position.
- (k) An employee who is laid off and who has not displaced another employee in accordance with the foregoing procedure shall be considered for employment as a Temporary Employee before new employees are hired for such positions provided that the employee accepts all of the terms and conditions applicable to such employment. An employee's recall rights shall not be affected if the employee accepts employment as a Temporary Employee. However, any period of employment as a Temporary Employee shall not affect the period of layoff referred to in Article 9, Section 9.05 and shall not be deemed to be a recall for purposes of that Section.
- (l) Notwithstanding Sections 9.04 (e) and (f), a laid off employee may, with Company approval, elect to be laid off from the Company rather than exercising their seniority rights to displace a junior employee.
- (m) Any period of layoff shall not be included for the following purposes:
  - (i) in calculating "continuous service" for purposes of entitlement to vacation and vacation pay;
  - (ii) in calculating time worked during any qualifying period for purposes of job

## **Article 9**

### **Seniority (continued)**

progression as outlined in Appendix "A" and Article 11;

(iii) in calculating entitlement to Scheduled Flex Days Off pursuant to Article 14, Section 14.14. Entitlement to such days shall be reduced on a prorated basis by the period of layoff;

(iv) in computing continuous service for any pension plan, except for the first three (3) months of any lay off period.

(n) The Company will be under no obligation to post where a vacancy is filled by operation of Article 9, Section 9.04 (h).

(o) Seven (7) days prior to a layoff, a list of employees affected shall be given to the Bargaining Unit concerned, and at that time, the Company will discuss the reason for the layoff with the Bargaining Unit.

9.05 Subject to Article 9, Section 9.04 (h), if within two years following a layoff there is an increase in the working force, employees who have retained unit seniority shall be recalled in order of past seniority before any new employees are hired, providing such former employees are capable, willing and available to do the work required. This preference shall be lost if an employee fails to report for work within six (6) working days following dispatch of notification from the Company by registered mail to their last address as shown on the records of the Company, unless such failure to report is a result of circumstances beyond the employee's control. In such case this employee will not displace employees with less seniority who may have been recalled but will retain employment preference as provided in this section.

9.06 (a) If an employee is transferred to a position that is not subject to Article 2, 2.01 such employee shall retain all accumulated seniority as of the

## **Article 9**

### **Seniority (continued)**

date of transfer. If transferred back to a position within the Bargaining Unit within two years the employee shall be credited with their seniority.

- (b) The foregoing shall not be construed as giving the right to any such employee while excluded from the Bargaining Unit to bid or make application in respect of any posted job vacancy or new position or to give the Company the right to place any such employee in any vacancy or new position except in the case where there is no successful applicant from the Bargaining Unit to which this agreement applies.

- 9.07 In no circumstances shall an employee who has acquired seniority lose their seniority because of absence due to illness provided the employee satisfies the Company of such illness. If the employee is physically unable to do the same work or work similar to that which the employee was doing prior to their illness, the Company shall endeavour to transfer the employee to suitable work.
- 9.08 Seniority shall continue to accumulate during an employee's leave of absence granted under Article 14, 14.02.

## **Article 10**

### **Job Postings and Filling of Vacancies**

- 10.01 (a) When an employee leaves the Company or is transferred or promoted to a position either within or outside the scope of this agreement and management determines that their leaving does not, at that time, create a vacancy, notice to this effect will be posted within ten (10) working days. If at a later date a vacancy is deemed to exist, such vacancy will be posted as in 10.01 (b).
- (b) All vacancies (other than those due to temporary absence of employees) and newly created jobs coming within the scope of this agreement shall be posted on Company bulletin boards for seven (7) business days. Such notices will show the job title, job grade and salary range and the required qualifications. Copies of such bulletins shall be forwarded to the Bargaining Unit concerned.
- (c) Prior to posting a job, the qualifications or requirements for which have been changed, the Company will provide the union one (1) week's notice.
- 10.02 (a) Any employee desiring to fill such a vacancy shall, within the seven (7) business day period specified, forward their application electronically to designated management on forms provided by the Company.
- (b) An employee who bids on a job vacancy and is the successful applicant need not be considered on a subsequent job vacancy for a period of six (6) months from being named as the successful applicant except by mutual consent of the Company and the Local or Bargaining Unit concerned, with exception of a CPT going to a full-time role.
- 10.03 With qualifications for and requirements of a job being met by the applicant, the employee having the greatest seniority will be given the promotion or transfer to the higher paid job within the scope of this agreement. Should the senior applicant not

## **Article 10**

### **Job Postings and Filling of Vacancies (continued)**

be selected to fill the vacancy, the Company will discuss the reasons with the Bargaining Unit.

Any employee accepting a new position under this process will be placed in the new job according to their experience and ability but shall not be required to take a decrease in pay greater than five percent (5%) of the rate being received at the time of transfer. Further, an employee receiving such an adjusted rate shall be exempt from any contractual increases until the scheduled job rate exceeds their adjusted rate, at which time the employee will receive the rate assigned to their then current job or job classification.

- 10.04 Within ten (10) working days of the expiry date of a posting or an agreed upon extension the Company will post the name of the successful applicant, if any, in the same manner as the vacancy was posted.
- 10.05 The successful applicant will be reclassified, and their progression date will commence within thirty (30) days from the date of the posting of the name of the successful applicant. Wherever practicable the successful applicant will be transferred to their new position within this thirty (30) day period having regard to the efficiency of the operation. However, where it is not practical to do so the employee will be transferred within a reasonable period of time thereafter and the Company will follow its past practice of ensuring that, commencing from the date established above as the date of reclassification, the employee will reach the maximum rate for their position within the normal progression for that position, notwithstanding any delay in transferring the employee to the new position subject to the employee meeting the necessary qualifications and requirements. The reason for the delay will be explained to the Bargaining Unit. Bulletined vacancies may be filled temporarily not exceeding thirty (30) days from the date of naming the successful applicant.

## **Article 10**

### **Job Postings and Filling of Vacancies (continued)**

- 10.06 If prior to or during a period of absence an employee has filed with their supervisor an application for a job, and such job becomes vacant during their absence, their application will be considered in the usual manner when filling the job vacancy. Where selection is made in favour of the absent employee the Company will endeavour to hold the appointment until their return providing such delay does not seriously interfere with the progress of the job.
- 10.07 Temporary assignments for a period not exceeding fifteen (15) working days (10 months in the case of authorized leave of absence; 12 months in the case of pregnancy/parental leave of absence) may be made by the Company without regard to posting, but following such period the position, if then deemed to be vacant, shall be filled in accordance with the established procedure for the filling of vacancies.

An employee so temporarily assigned will maintain their normal rate of pay.

However, if the temporary assignment is to a higher grade and for the complete normal daily work schedule, the employee will be paid at the lowest step in the higher assigned grade, which provides an increase of no less than fifty cents (\$.50) per hour over their current rate. The temporary rate can not exceed the highest step in the higher assigned grade.



## **Article 11**

### **Salaries, Hours of Work and Overtime**

- 11.01 (a) The parties hereto agree to the salary schedule and progression as set forth in Appendix "A" of this agreement. Salary progression from Step to Step shall be governed by time intervals specified in Appendix "A", subject to satisfactory job performance and normal salary progression will follow the salary step sequence within a job grade until the maximum rate is reached, except as provided otherwise by applicable provisions of this Article 11.
- (b) The parties hereto further agree to a job evaluation plan for the purpose of determining the relative levels of job grades covered by this agreement. Structure and operation of such job evaluation plan shall be as contained in the "Job Evaluation Booklet" which is considered to be part of this collective agreement. The parties agree that the contents of the Job Evaluation Booklet, which are subject to agreement between the parties, may be revised from time to time as necessary.
- 11.02 (a) Salary adjustments for full-time employment will become effective on the beginning of the pay period closest to the anniversary of an employee's review date. The review date for full-time employees will normally be the anniversary of their employment date except as otherwise provided elsewhere in 11.06.
- (b) Continuous Part-Time Employees will be paid a rate of pay in accordance with the grade established for the job subject to the hours actually worked. Salary progression from Step to Step will follow the equivalent hours worked by a regular full-time employee as specified in Appendix "A", subject to satisfactory job performance, and salary progression will follow this salary step sequence within a job grade until the maximum rate is reached.

In circumstances where the content of the job substantially differs from that of regular

## **Article 11**

### **Salaries, Hours of Work and Overtime (continued)**

employees in the same job, the appropriate grade level will be proposed to the local union representatives of the Job Evaluation Committee for agreement. Should agreement not be reached at the local level, the local representatives may request review by the Job Evaluation Committee in order to determine the grade of the job.

11.03 New employees starting at Step 1 of a job grade will receive an increase to Step 2 in the job grade on satisfactory completion of a three (3) month probationary period for full-time employees (488 straight-time hours worked for Continuous Part-time employees) and full-time employees upon completion of not more than an additional six (6) months of continuous employment with satisfactory performance on the job will receive an increase to Step 3 in the job grade (975 straight-time hours worked for Continuous Part-time employees). Thereafter, salary progression will follow normal salary progression as provided in 11.01 above.

11.04 The starting salary will be Step 1 of the grade for which the employee has been employed except:

Where it is necessary to recruit an employee having less than one year of related business experience to fill a job opening in Grade 4 or above, such an employee will be placed at the starting rate of the grade immediately preceding that of the job opening for which the employee is employed. A full-time employee will remain in this lower grade for not more than three (3) months (488 straight-time hours worked for Continuous Part-time employees).

Subsequent increases will follow the regular pattern of the grade structure as provided in 11.01 and 11.03 above.

11.05 On promotion or transfer to a higher grade the salary will be increased immediately to the step of such higher grade which provides an increase of

## **Article 11**

### **Salaries, Hours of Work and Overtime (continued)**

no less than fifty cents (\$0.50) per hour over their current rate. The rate cannot exceed the highest step in the higher grade.

- 11.06 (a) On promotion or transfer to a higher grade, the date of the full-time employee's next review will be the maximum period of time specified in Appendix "A" commencing with the date of transfer for employees who upon transfer receive an immediate increase as provided in 11.05. Subsequent review dates will follow the regular pattern of the grade structure as provided in Appendix "A".
- (b) On promotion or transfer to a higher grade, the date of the Continuous Part-time employee's next review will be based upon straight-time hours worked, not calendar periods, using the same criteria as in 11.06 (a).
- 11.07 The salary of an employee which exceeds the grade salary range maximum will be known as a red circled rate. Such salary normally will remain at this rate until either an amended grade salary range provides a salary level which exceeds the red circled rate, or until the employee is promoted to a job in which the salary range provides a salary level which exceeds the red circled rate.
- 11.08 If a new classification is established by the Company which is included in the Bargaining Unit or the job content of an existing classification within the Bargaining Unit is substantially changed, the job grade for such classification shall be established by a Job Evaluation Committee in accordance with the existing Job Evaluation Plan. The Job Evaluation Committee shall include two employees appointed by the local Union. Such employees will participate in the evaluation of jobs within their Local's jurisdiction. In the event the Union disagrees with the grade of a job as established by the Committee, the issue as to the job grade may be referred to arbitration, such arbitration to be established in

## **Article 11**

### **Salaries, Hours of Work and Overtime (continued)**

accordance with the provisions of this agreement, except that grievances dealing with job grade disputes shall commence at Step 2 of the grievance procedure and that there shall be a sole arbitrator. The sole arbitrator shall deal with the matter within sixty days of the referral of the matter to arbitration. Job grades in dispute shall remain at the existing job grade level pending the results of arbitration.

The employee members of the Job Evaluation Committee shall not suffer any reduction of their regular pay in respect of any regular time lost while attending meetings of the Committee held during the employee's normally scheduled working hours.

The employee members of the Job Evaluation Committee will be granted the greater of:

- One (1) hour, or
- One-half (1/2) hour per job being evaluated to a maximum of three (3) hours,

from their regular schedule, without loss of pay, for purposes of preparing for each scheduled Evaluation Committee meeting. A scheduled meeting may be more than one day. The scheduling of such preparation period will be subject to the approval of the employee's supervisor and will normally occur within one (1) week prior to the date of the Evaluation Committee meeting. It is understood that during this preparation period, the Committee members are not authorized to disturb the work of other employees not serving on the Committee.

- 11.09 (a) Should the level of a job be increased, any resulting changes will be treated as a promotion or transfer and will be handled in accordance with the provisions of 11.05 and 11.06. The movement of such an employee from the lower to the higher job grade shall not be considered as the filling of a job vacancy.

## **Article 11**

### **Salaries, Hours of Work and Overtime (continued)**

- (b) Should the level of the job be decreased, incumbent employees will continue to receive wage rates and progression in accordance with the previous job grade and will receive all general wage increases for a period of twelve (12) months from the effective date of the job down grade or until such employee leaves this job, whichever occurs first. At the end of this twelve (12) month period such employee will be considered to be in the Step of the lower grade that commands the equivalent rate. Such employee's next review date in the lower job will be the next scheduled review date as previously determined in the higher grade or in accordance with the time intervals specified in Appendix "A" if such time period is less. If there is no equivalent rate in the lower grade the employee's rate will be red circled until the amended grade salary range provides a salary level that exceeds the red circled rate or until the employee transfers to a job in which the salary range provides a salary level that exceeds the red circled rate.

11.10

#### **Hours of Work – Full-Time Employees**

- (a) The normal hours of work for full-time employees covered by this agreement are 7½ hours per day and 37½ hours per week, except:
  - (i) Infraction Clerk - London Office Unit;
  - (ii) Utility Administration Clerk – London, Waterloo Office Unit;
  - (iii) Day Dispatcher – London, Hamilton/Burlington Office Unit;
  - (iv) Execution Support Clerk – London, Hamilton/Burlington Office Unit;
  - (v) Scheduler – London, Hamilton/Burlington Office Unit;
  - (vi) Drafter-Estimator – Windsor, Waterloo, Hamilton/Burlington Office Unit;

## Article 11

### Salaries, Hours of Work and Overtime (continued)

(vii) Business Dev't Support Clerk – Hamilton/  
Burlington Office Unit;

(viii) Shift Dispatcher – London Office Unit

whose normal hours of work are 8 hours per day  
and 40 hours per week.

(b) (i) Local 758 - Day Worker is an employee assigned to work normally Monday through Friday, and daily schedules will be confined to the period between 8 a.m. and 5 p.m. Such employees will be granted a one-half or one hour unpaid lunch period.

(ii) Locals 938, 999, 5, 914, 8833 - Day Worker is an employee assigned to work normally Monday through Friday and daily starting times will be between the period 7:00 a.m. and 9:00 a.m. Such employees will be granted a 1/2 hour or 1 hour unpaid lunch break.

(c) Shift Worker is an employee regularly assigned to work rotating shifts on days and hours other than Monday to Friday 8 a.m. to 5 p.m. The employee works any five (5) consecutive days in the seven (7) day workweek in accordance with the work schedule.

(d) Swing Shift Worker is defined as above in 11.10 (c) except that the employee is required to work any five (5) days in the seven (7) day workweek in accordance with the work schedule.

(e) The hours of shift work will be as follows:

#### **Dispatcher-Planner**

"D" Shift	8:00 a.m. to 4:00 p.m.
"E" Shift	4:00 p.m. to 12:00 Midnight
"M" Shift	12:00 Midnight to 8:00 a.m.
"A" Shift	by voluntary coverage 1:00 p.m. to 9:00 p.m., Monday through Friday

The above employees will have 20 minutes paid time for lunch which will normally be carried and eaten on the job.

## Article 11

### Salaries, Hours of Work and Overtime (continued)

#### **Commitment Clerk**

The hours of work for full-time employees in this position will be between the hours of 8:00 a.m. and 9:00 p.m., Monday to Friday.

- (f) Notwithstanding the provisions of this article, the parties may agree locally to hours of work other than those set out herein.

#### **11.11 Hours of Work – Continuous Part-time Employees**

The scheduling of daily starting times, the minimum and maximum daily hours of work, and the scheduling of such days of work for Continuous Part-time employees shall be at the discretion of management. Work schedules will be posted at least two (2) weeks in advance. Should the Company change the work schedule or offer additional hours, with less than forty-eight hours (48) notice from commencement of the change in work schedule, the Continuous Part-time employee may decline the change in work schedule or the offer of additional hours, except in the following situations:

- i) Due to an emergency, or
- ii) When the employee reverts to the original posted work schedule

11.12 Starting times for full-time employees may be advanced or delayed by one-half (1/2) hour or one (1) hour on certain jobs as a result of a change in workload and after consultation with the Local.

11.13 Insofar as possible, shift work will be kept to a minimum. However, it is understood and agreed that employees will be required to work on a shift basis to complete assigned work.

11.14 Work schedules for full-time employees, which will be determined locally, covering day work, shift work including Saturday, Sunday, holiday work and indicating employees' days off will be kept posted at least two (2) months in advance and every effort shall be made to project such schedules as far in advance as possible.

## **Article 11**

### **Salaries, Hours of Work and Overtime (continued)**

#### **11.15 Shift Premiums**

A shift premium will be paid to employees working regularly scheduled "A", "E" or "M" shift hours, commencing with the scheduled starting time of the employee's scheduled shift and for all hours worked subsequent to and in conjunction with the employee's regular schedule, as follows:

- (a) Regularly scheduled "A" Shift hours - \$2.39 per hour
- (b) Regularly scheduled "E" Shift hours - \$1.92 per hour
- (c) Regularly scheduled "M" Shift hours - \$2.17 per hour

An additional Sunday premium of \$3.13 per hour will be paid to employees working regularly scheduled hours of work on Sunday in accordance with the posted work schedule.

Shift premium or Sunday premium will not be included in computing overtime pay, vacation pay or pay for holidays not worked.

**11.16** Full-time Employees assigned to shift work as provided in 11.10 above whose schedule is changed by the Company with less than forty-eight (48) hours prior notice from the commencement of the changed schedule, will be paid two times their regular rate for the first shift of the changed schedule. This premium shall not apply when change of shift schedule is due to:

- (i) Mutual exchange of shift,
- (ii) Absence as a result of union business,
- (iii) An employee reverting to their regular shift schedule,
- (iv) An employee working in accordance with the prearranged schedule as defined in 11.10 and 11.14 above.



## Article 11

### Salaries, Hours of Work and Overtime (continued)

11.17 Employees required to work six (6) or seven (7) consecutive days as a result of their schedule being changed by the Company shall be compensated for the sixth (6th) or seventh (7th) day at the applicable overtime rate stated for an employee's first scheduled day off in the case of the sixth (6th) consecutive day's work and for an employee's second scheduled day off in the case of the seventh (7th) consecutive day's work.

#### 11.18 **Overtime**

It is understood and agreed that the Company's operations must be maintained and that employees are required by the Company to respond to reasonable requests to work overtime for this purpose. The Company will endeavour firstly, to allocate overtime work equitably among those employees who normally perform such work, provided however, such employees are available and secondly, among other employees who are qualified to perform such work.

(a) **Full-time Employees:** Overtime is defined as authorized work outside an employee's regular schedule and is computed on the basis of a 24 hour period commencing from the beginning of the employee's scheduled hours.

The Company will pay overtime rates to an employee as stipulated below:

(i) Within each scheduled 24 hour period after an employee has worked 7½ straight time hours (8 straight time hours where applicable), or has received payment from the Company for such scheduled hours e.g. sick pay, make-up pay, compensation, bereavement etc., or has received prior authorization to be absent for such scheduled hours;

Double time for all hours worked beyond the 7½ (8 where applicable) defined above in this 24-hour period unless such work is the result

## Article 11

### Salaries, Hours of Work and Overtime (continued)

of a change in work schedule in which case the work schedule provision in Section 11.14 and 11.16 apply.

and

- (ii) On a weekly scheduled hours basis, when an employee has worked their regular scheduled hours or has received payment from the Company for such scheduled hours e.g. sick pay, make-up pay, compensation, bereavement, etc., or has received prior authorization to be absent for such scheduled hours;

Double time for all hours worked on an employee's scheduled day off.

- (b) **Continuous Part-time Employees:** Overtime will be paid for all hours paid (excluding sick and compensation (WSIB)) in excess of 7½ hours per day (8 hours per day as applicable) or 37½ hours per week (40 hours per week as applicable). This applies to a Continuous Part-time employee working as a replacement for another employee and during emergencies; or as needed based on operating requirements for up to three (3) continuous months of work. Replacement may be for illness, vacation, flex days, training, project work, etc.

When a Continuous Part-time employee works for more than three (3) continuous months due to "operating reasons" without the Union's agreement, overtime will be paid after the employee works in excess of 7½ hours per day (8 hours per day as applicable) or 24 hours worked per week.

- 11.19 A call out occurs when an employee is called out from their home without prior notice to return to work immediately. The pay for the call out will begin when the employee arrives at work and commences work. In situations where an employee is offered the opportunity to come in to work early

## **Article 11**

### **Salaries, Hours of Work and Overtime (continued)**

with some notification this will not be considered a call out. This will be considered as regular hours or an overtime opportunity, based on hours worked. An employee required to work in response to a call out from their home without prior notice will be paid a minimum of two (2) hours at the rate of double times the employee's basic rate. All hours required to complete the call out beyond the minimum two (2) hours will be paid at the applicable overtime rate.

- 11.20 An employee who is required to work overtime and has not had seven (7) consecutive hours rest in the ten (10) hour period preceding the individual's next regular shift shall be provided time off without loss of regular pay for up to seven (7) consecutive hours prior to starting the individual's next regular shift. Such time off with pay shall be considered as time worked for the purpose of calculating overtime.

## **Article 12**

### **Recognized Holidays**

- 12.01 (a) The Company will recognize the holidays listed below:

New Year's Day	National Day for Truth and Reconciliation
Family Day	Thanksgiving Day
Good Friday	Christmas Eve Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	New Year's Eve Day
Labour Day	

subject to the following provisions.

- (b) If any of the other holidays listed above are Provincially observed on days other than the traditional calendar date, then such observed days shall be considered the holidays for the purpose of time off work with pay, or payment for work on a holiday, excepting only Christmas Day and New Year's Day for employees assigned to a shift in accordance with the shift schedule in effect. In this case, only the traditional calendar date will be recognized as the holiday for purposes of time off work with pay or payment for work on a holiday.

- 12.02 All regular full-time employees are entitled to seven and one half (7½) hours' holiday allowance (8 hours where applicable) at their straight time rate for the recognized holiday as provided for in Section 12.01 (a) subject to the following conditions:

All regular Continuous Part-time employees are entitled to a holiday pay allowance, based upon the employee's base rate of pay for straight-time hours worked in the thirteen weeks preceding the week of the holiday divided by the number of days worked in this thirteen week period, for the recognized holiday as provided for in Section 12.01 (a) subject to the following conditions:

## **Article 12**

### **Recognized Holidays (continued)**

- (a) When a recognized holiday listed herein falls within a regular employee's vacation period, or on their scheduled day off, such employee shall be granted the option of either the corresponding time off with pay or a day's pay in lieu thereof. Such option shall be made known to the employee's supervisor at least thirty (30) days preceding the recognized holiday.
- (b) A regular employee will not be paid for a recognized holiday unless the employee works their last scheduled day immediately preceding, and the first scheduled day immediately following such holiday except where such absence is due to illness as provided for in Section 15.01, bereavement leave as provided for in Section 14.04, jury duty as provided for in Section 14.03, and a doctor or dentist appointment verified in writing, or written authorization from management.
- (c) In the event that a recognized holiday falls during a period of absence from work for which an employee is receiving indemnity under the Sickness and Accident Insurance Plan or is receiving Workplace Safety Insurance Board benefits, insured sick pay will be paid for the holiday as provided for in Letter of Understanding #24.
- (d) Payment for a holiday will not be made to a regular employee on leave of absence without pay, unless such regular employee has worked at least twelve (12) days during the thirty (30) calendar days immediately preceding the holiday.
- (e) Holiday pay will not be paid to regular employees who are scheduled to work on a recognized holiday and do not report for work or who report for work and fail to complete their schedule, unless such absence or failure is, in the opinion of management, due to a justifiable reason.

## **Article 12**

### **Recognized Holidays (continued)**

- 12.03      (a) Employees required to work on a corresponding day off with pay scheduled in accordance with Section 12.02 (a) shall be paid at the rate of double time for all hours worked. This payment is in addition to holiday pay as provided for in Section 12.02.
- (b) Employees who have elected a corresponding day off with pay for a recognized holiday in accordance with Section 12.02 (a), and who are subsequently required to work on the observed calendar date for such recognized holiday, shall be paid at the applicable overtime rate as provided for in Section 11.18.
- 12.04      Employees required to work on a recognized holiday as provided for in Section 12.01 (a) and (b), except as provided for in 12.03 (a) and (b), shall be paid at the rate of double time for all hours worked. This payment will be in addition to either the holiday pay provided for in Section 12.02 or the corresponding time off with pay providing the employee receives approval from their supervisor prior to working the recognized holiday. If prior approval is not given for the taking of corresponding time off with pay, the employee will be granted the appropriate holiday pay as provided for in Section 12.02.

# Article 13

## Vacations

### 13.01      **Harmonized Vacation:**

Years of Service	Hours of Vacation
0 – 9	120 (3 weeks)
10 – 19	160 (4 weeks)
20 – 29	200 (5 weeks)
30+	240 (6 weeks)

For new hires, the Company will recognize up to ten (10) years of relevant industry or discipline related to prior work experience for the purposes of vacation eligibility. If the Company determines at the time of hiring the new hire has prior service to be recognized, this may result in an increase to current vacation entitlement. Vacation will be increased at the beginning of the calendar year in which the employee earns the higher benefit. Pro-rating of vacation entitlement will continue to occur for new hires based on their date of hire that year.

The maximum amount of vacation carryover in each calendar year is eighty (80) hours and time in excess of eighty (80) hours is forfeited (not earned vacation pay). All carryover vacation must be used first, prior to any new vacation being used. The carryover vacation must be used in the following year, and scheduling of vacation for use of the carryover portion should be requested as early in the year as possible. Vacation carried over cannot be paid out, and only on termination will the outstanding vacation carried over be paid out.

**Note:** Effective January 1, 2020, employees who elected to remain under a grandfathered vacation entitlement are no longer permitted to participate in the Vacation Buy Back program previously provided under the “Choices Flexible Benefit Program”. Based vacation entitlements under articles 13.02 and 13.04 have been updated to reflect this change.

## **Article 13**

### **Vacations (continued)**

#### **13.02 Grandfathered Vacation:**

Vacations with pay shall be computed on the basis of an employee's normal scheduled weekly full-time or Continuous Part-time hours, as applicable, times their straight time rate and shall be granted subject to the following:

- (a) Upon satisfactory completion of probation and appointment as a regular employee, new employees shall be entitled to vacation with pay on the basis of one day for each twenty-four (24) calendar days of employment completed during the calendar year in which they were hired.

All vacation entitlements earned and owing in the first calendar year of employment will be taken within, or shortly following, such first year. Under normal circumstances, such vacation entitlements may not be added to or taken with future vacation entitlements.

Where probationary employees are appointed to regular employee status in the second calendar year of employment, earned vacation entitlements will be taken at that time, or shortly following the time of their appointment. Under normal circumstances such vacation entitlements may not be added to, and taken with, future vacation entitlements.

- (b) During the calendar year in which one (1) year of continuous service is completed and up to and including the calendar year in which nine (9) years of continuous service are completed, each employee will be entitled to three (3) weeks' vacation subject to employment continuing throughout the calendar year.
- (c) During the calendar year in which ten (10) years of continuous service are completed and up to and including the calendar year in which seventeen (17) years of continuous service are completed, each employee will be entitled to



## **Article 13**

### **Vacations (continued)**

four (4) weeks' vacation subject to employment continuing throughout the calendar year.

(d) During the calendar year in which eighteen (18) years of continuous service are completed and up to and including the calendar year in which twenty-four (24) years of continuous service are completed, each employee will be entitled to five (5) weeks' vacation subject to employment continuing throughout the calendar year.

(e) During the calendar year in which twenty-five (25) years of continuous service are completed and during each succeeding year of continuous service, employees will be entitled to six (6) weeks' vacation subject to employment continuing throughout the calendar year.

13.03 The vacation schedule shall be arranged by the supervisor but shall be subject to the approval of the appropriate manager and shall be arranged with due regard first, to the general business or operating requirements, second, to departmental, branch or division requirements, and third, the employees' preference in order of seniority.

Every effort will be made to post the approved schedules no later than April 30th in each respective calendar year and management will ensure that employees are granted vacations in accordance with the approved vacation schedule.

13.04 For Continuous Part-time employees, the Company will complete a calendar year end vacation pay calculation and adjustment, if required, as follows:

(a) For Continuous Part-time employees eligible for vacation entitlement under 13.02 (b) preceding, six percent (6%) of base straight-time earnings (excluding overtime, vacation pay paid and any premiums, etc.) for the calendar year, less any vacation pay made to the employee during the calendar year.

## **Article 13**

### **Vacations (continued)**

- (b) For Continuous Part-time employees eligible for vacation entitlement under 13.02 (c) preceding, eight percent (8%) of base straight-time earnings (excluding overtime, vacation pay paid and any premiums, etc.) for the calendar year, less any vacation pay made to the employee during the calendar year.
- (c) For Continuous Part-time employees eligible for vacation entitlement under 13.02 (d) preceding, ten percent (10%) of base straight-time earnings (excluding overtime, vacation pay paid and any premiums, etc.) for the calendar year, less any vacation pay made to the employee during the calendar year.
- (d) For Continuous Part-time employees eligible for vacation entitlement under 13.02 (e) preceding, twelve percent (12%) of base straight-time earnings (excluding overtime, vacation pay paid and any premiums, etc.) for the calendar year, less any vacation pay made to the employee during the calendar year.

Any applicable year-end vacation pay adjustment will be paid by February 28th of the following calendar year.

- 13.05 If an employee leaves the service of the Company at a time when an unused period of their vacation stands to their credit, the employee shall receive an amount of vacation pay calculated as follows:
- (a) Up to and including the calendar year in which nine (9) years of continuous service are completed - 6% of gross earnings for that period of employment for which vacation pay has not been received.
  - (b) For employees in the Grandfathered vacation plan, during the calendar year in which ten (10) years of continuous service are to be completed and up to and including the calendar year in which seventeen (17) years of continuous

## **Article 13**

### **Vacations (continued)**

service are completed - 8% of gross earnings for that period of employment for which vacation pay has not been received. For employees in the Harmonized vacation plan, during the calendar year in which ten (10) years of continuous service are to be completed and up to and including the calendar year in which nineteen (19) years of continuous service are completed - 8% of gross earnings for that period of employment for which vacation pay has not been received.

- (c) For employees in the Grandfathered vacation plan, during the calendar year in which eighteen (18) years of continuous service are to be completed and up to and including the calendar year in which twenty-four (24) years of continuous service are completed - 10% of gross earnings for that period of employment for which vacation pay has not already been received. For employees in the Harmonized vacation plan, during the calendar year in which twenty (20) years are completed and up to and including the calendar year in which twenty-nine (29) years of continuous service are to be completed - 10% of gross earnings for that period of employment for which vacation pay has not already been received.
- (d) For employees in the Grandfathered vacation plan, during the calendar year in which twenty-five (25) years or more of continuous service are to be completed - 12% of gross earnings for that period of employment for which vacation pay has not already been received. For employees in the Harmonized vacation plan, during the calendar year in which thirty (30) years or more of continuous service are to be completed - 12% of gross earnings for that period of employment for which vacation pay has not already been received.

## **Article 13**

### **Vacations (continued)**

- 13.06      This annual vacation with pay plan is subject to the provisions of “The Employment Standards Act” (Ontario) wherever such provisions provide greater benefits than this plan.

## **Article 14**

### **General**

14.01 In case of an employee's dismissal for cause, the Company shall inform the employee of such cause in writing within a period of twenty-four (24) hours, and a copy will be sent to the Local or Bargaining Unit.

#### 14.02 **Leave of Absence**

##### **(a) Union Business:**

Employees elected as officers of the Local (Unit) or delegated by the President of the Local (Chairman of the Unit) will be granted leave of absence without pay to attend to authorized Union business provided that in the opinion of management, such leave will not seriously interfere with the efficient office procedure and in the providing of service to our customers.

All such leaves of absence shall be requested by written notice to the Company at least three (3) days before such leave of absence is to commence. With respect to the granting of leaves of absence, attention is directed to the possible effect of such absence on group life insurance, hospitalization, medical and sickness benefits.

##### **(b) Other Than Union Business:**

The Company will consider a request for a leave of absence without pay from an employee for legitimate personal reasons. As a matter of policy, permission will not be withheld provided such absence will not seriously interfere with efficient office procedure and in the providing of service to our customers. All such leaves of absence shall be requested by written notice to the Company at least two (2) weeks before such leave of absence is to commence. With respect to the granting of leaves of absence, attention is directed to the possible effect of such absence on group life insurance, hospitalization, medical and sickness benefits.

## **Article 14**

### **General (continued)**

#### **(c) Domestic Violence Leave:**

Enbridge Gas Inc. and Unifor recognize that violence, or the threat of violence, resulting from a domestic dispute can impact the health and safety of employees. To minimize this risk, and to ensure the safety of yourself and others, Enbridge Gas Inc. has established procedures for the safe reporting and management of such situations.

- 1) If you are at risk of domestic violence and feel unsafe at work, seek assistance by advising either your people leader, Human Resources or your Health and Safety Representative.
- 2) The employer will approve reasonable requests for accommodation from the employee experiencing domestic and or family violence which may include but not limited to the following;
  - a) Changes to their working hours, shift patterns, duties or reduced work load;
  - b) Accommodating the employee in another Job or department (or location);
  - c) A change to their telephone number and email address.
  - d) Safety planning at work, i.e. escort to their vehicle, parking close to main entrance, restricting access of the alleged perpetrator etc.
  - e) Counselling and referral to appropriate support services for the employee.
  - f) Leave under Article 15.01[Office] & Article 15.01 [Hourly] & Article 15.01 [BCC] of the Collective Agreement up to six (6) months without loss of Seniority.
  - g) Developing contingency plans in the event that the victimized employee does not report for work as expected.

## **Article 14**

### **General (continued)**

#### ***Eligible***

To qualify for this leave, an employee must take the leave to:

- a) seek medical attention in respect of physical or psychological injuries sustained as a result of the domestic violence;
  - b) obtain victim services
  - c) obtain counselling;
  - d) relocate (temporarily or permanently); or
  - e) seek legal or law enforcement assistance.
  - f) obtain any of the above for their eligible child(ren)
- 3) Enbridge Gas Inc. acknowledges that the employee may not be able to request this time off with much notice and shall approve absences as consecutive days, single days or as a fraction of a day

#### ***Other***

- a) Employees may qualify for paid leave under the Short Term Disability program if the absence is supported by required medical documentation.
- b) The Parties recognize that domestic and or family violence situations are highly sensitive and will only disclose information on a “need to know” basis. To that end, the Employer may require proof that is reasonable in the circumstances but said proof may be furnished by a broad range of individuals including, but not limited to, doctors, lawyers, registered counsellors, spiritual leaders, etc.
- c) The Employer will not tolerate discrimination or retaliation against any Employee on the basis of their disclosure, experienced or

## **Article 14**

### **General (continued)**

perceived experience of domestic and or family violence.

- d) In cases of Domestic violence the Employer shall ensure that appropriate measures are put in place, as required under the Occupational Health and Safety Act, to protect workers from domestic violence situations in the workplace.
- e) The Company and the Union will ensure that no disciplinary action is taken if the employee's performance or attendance at work suffers as a result of experiencing domestic and or family violence.

#### **(d) Women's Advocate:**

The parties recognize the importance of having a women's advocate to assist with matters such as violence or abuse at home or workplace harassment. Women may also need to find out about specialized resources available through the Company and in the community such as counselors or women's shelters to assist them in dealing with these and other issues. The mandate and role of this position is to assist women bargaining unit employees in accordance with the Company's Respectful Workplace Policy and Employee and Family Assistance Program (EFAP). Within ninety (90) days of ratification the Company and the Union agree to establish a Women's Advocate representative including formal definition of role and responsibilities based on the following terms and conditions.

- a) The Women's Advocate will participate in an initial 40 hour basic training program and an annual three (3) day update training program delivered by the Unifor National Women's Department, as well as the Company's Mutual Respect in the Workplace training. The Company agrees to pay for travel time,



## **Article 14**

### **General (continued)**

registration costs, lodging, transportation, meals and other reasonable expenses where necessary, in accordance with the Collective Agreement.

- b) The Company agrees to provide a cell phone and voicemail that can be maintained by the Women's Advocate. As well, the Company will provide access to a private office so that confidentiality can be maintained when a female employee is meeting with the Women's Advocate.
- c) The Company and the Union will develop appropriate communications to inform female employees about the advocacy role of the Women's Advocate providing contact numbers to reach the Women's Advocate. The Company will also assign a management support person to assist the advocate in their role.
- d) The selection of an employee will be based on mutual agreement between the Union and the Company from amongst the female bargaining unit.
- e) The Women's Advocate role will be reviewed during the next round of bargaining.

#### **14.03 Jury Duty**

An employee who is called to jury duty or subpoenaed as a witness, will be permitted such absence as is necessary as a result of such call or subpoena and the employee will be compensated by the Company for the difference between payment received for such duty and their regular pay. The employee will present proof of service as a juror or witness as well as the amount of pay received for such service to their supervisor.

#### **14.04 Bereavement Leave**

The Company will grant a paid leave of absence to an employee in the event of a death occurring in

## **Article 14**

### **General (continued)**

the employee's immediate family. Employees will be granted bereavement leave with pay, on the following basis:

Up to a maximum of five (5) working days for the death of a spouse (including common-law and same-sex spouse), child or stepchild, mother, step-mother, father and step-father.

Up to a maximum of three (3) working days for the death of a sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, or grandchildren. All of the above include "step" relationships.

One (1) working day for the death of an aunt, uncle, niece, nephew, grand-parents-in-law, great-grand-parents, or great-grand-parents-in-law.

The maximum number of work days commences with the date of death and up to and including the first working day following the day of the funeral. Time off with pay would be based upon the employee's scheduled hours of work during the applicable period.

Vacation and scheduled Flex Days may be re-scheduled as a result of a bereavement leave covered by this policy. Such re-scheduled days must be taken in the same calendar year.

Requests for additional leave from work without pay may be approved by management.

- 14.05 It is agreed that during the lifetime of this agreement, the Company shall not subcontract work that is presently being performed by employees covered by this agreement that by so doing will result in layoff of regular bargaining unit employees or that by so doing will result in a reduction in the basic salary of regular bargaining unit employees who are transferred or selected for other jobs thereby. It is further agreed that in the latter case, such an employee shall be exempt from any contractual increase until the scheduled rate for the new job

## **Article 14**

### **General (continued)**

exceeds the rate received by the employee at the time of their transfer or job change, at which time the employee will receive the rate assigned to their then current job or classification.

#### **14.06 Benefits and Pension**

##### **(a) Benefits**

The Company and the Union agreed to provide the harmonized flexible benefits program as presented to the Union Negotiation Committee during discussions for renewal of the Collective Agreement that expired on December 31, 2017. All of the benefit plans described in the Company booklets or other sources shall be as more particularly described and set forth in the respective benefit plans and policies which plans and policies shall be made available for inspection by the Union.

The effective date for the harmonized flexible benefits program will be January 1, 2020.

The Company will bear 100% of the premium costs of any applicable core components of the benefits listed below, as specified in the harmonized flexible benefit program plan documents, to keep the following policies of insurance in force:

- Extended Health Care Plan (Emergency out of country)
- Essential Life Insurance Plan
- Business Travel Insurance Plan
- Essential Long Term Disability Plan

Employees are then able to use their flexible benefits credits, described below, to purchase additional coverage in accordance with the rules in the plan documents.

Employees' flexible benefit credits under the harmonized flexible benefit program will be based upon the following formulas:

## **Article 14**

### **General (continued)**

The flex credit formula for regular full-time employees will consist of a percentage of the employee's base salary, which will cover the costs of their essential life insurance (1 times salary) and essential core LTD (60% Core LTD), plus a flat flex credit amount to cover the cost of the appropriate extended health and dental options.

The Company and the Union agreed that a cost sharing of 93% employer and 7% employee will be maintained. The Company agrees that there will be no changes to the "Harmonized" Benefit Program plan content for the duration of the Collective Agreement. The Company reserves the right to make administrative or insurer changes that do not affect the Plan content during the term of the Collective Agreement.

#### **(b) Pension**

The Company agrees to provide the "Pension Choices" (Grandfathered) Plan as described in the Company booklets or other sources, and pension benefit plan documents for all employees of all Bargaining Units who are not currently participating in the Plan. The "Pension Choices" Plan described in the Company booklets or other sources shall be as more particularly described and set forth in the pension plan documents, which plans and policies shall be made available for inspection by the Union.

Effective January 1, 2021, the Company and the Union agreed to implement the harmonized pension plan as described in the Company booklets and pension benefit plan documents for all bargaining unit employees who are currently participating in the choices and legacy pension plans. Employees currently enrolled in DB core or DC core pension plans will be given an opportunity to either remain in their current pension plan or move to the Harmonized pension

## **Article 14**

### **General (continued)**

plan. The harmonized pension plan described in the Company booklets or other sources shall be as more particularly described and set forth in the pension plan documents, which plans and policies shall be made available for inspection by the Union.

This agreement is enforceable under the Renewal Collective Agreement (2018 – 2020) and commences January 1, 2021.

#### **(c) Health Benefits**

Effective January 1, 2020, the harmonized benefits plan as attached will take effect, subject to the following modifications:

- The minimum annual Health Spending Account contribution is \$50;
- The Extended Health annual out of pocket maximum for Options 2 and 3 is \$1,000 per individual

#### **(d) Wellness Program**

Employees will access Wellness Plan as described in the Pension and Benefits Harmonization presentation as attached in the Memorandum of Agreement. Biometric screening is optional and will continue to be optional in the future.

#### **14.07 Incentive Plan**

Effective January 1, 2020, the basis on which the STIP Plan payment is calculated will be modified. The modified plan will provide a payout of 5% - 8% of the employee eligible earnings, provided that the Company and Department targets are achieved. If the threshold Company and Department targets are not met, a minimum payout of 5% will be paid to employees. In the event the Company is unable to establish the criteria for the department incentive, the incentive compensation payout will default to the

## **Article 14**

### **General (continued)**

Company scorecard targets set at the beginning of the fiscal year. Eligible earnings include straight-time earnings, STD, vacation pay, holiday pay, flex days, overtime pay, and shift premiums. For clarity, any other forms of payment will not be included in the employee's incentive eligible earnings. Unless otherwise specified in this article, the rules and administration of the Company's Short Term Incentive Plan will apply to this Incentive Plan.

#### **14.08 Bulletin Boards**

The Company will provide one (1) bulletin board in each Branch or Office location in the Region for the purpose of posting official Union notices. All notices posted on this bulletin board will have the prior approval and signature of an elected representative of the Local or Unit.

**14.09** The Company will issue a collective agreement to each employee and each new employee upon induction into the Company. This agreement shall be provided in printed booklet form.

#### **14.10 Maternity/Adoption Leave**

An employee who is pregnant and who has three (3) months or more of continuous service with the Company shall be granted leave of absence under the terms and conditions of the Employment Standards Act except as herein otherwise provided:

- (a) An application for such leave will be submitted on forms supplied by the Company and will include a certificate signed by the employee's doctor specifying the estimated date of delivery. The application will normally be submitted to the employee's immediate supervisor three (3) months in advance of the specified date of delivery.
- (b) In the case of illness supported by a certificate from the employee's doctor, the prenatal period may be extended up to four (4) additional weeks and the post-natal period may be extended up to an additional five (5) weeks.

## **Article 14**

### **General (continued)**

- (c) The Company will continue benefit coverage in accordance with the provisions of the Employment Standards Act, Ontario.
- (d) An employee on maternity or parental leave in accordance with the provisions of this agreement shall continue to accumulate seniority, and accrue Company service for the purpose of vacation entitlement and sick pay entitlement, but shall not be entitled to receive payment during the period of such leave. Further, the employee will accrue up to fifty-two (52) weeks of service for the purpose of job progression, excluding service for probationary periods.
- (e) An employee who is entitled to pregnancy leave, meets the employment criteria and who is the birth mother of a child is entitled to a Supplementary Employment Benefit as per the current company policy.
- (f) Employees are eligible for an adoption leave as set forth in the Company's Adoption Leave Policy.
- (g) If at any time during the term of the Collective Agreement the company modifies the Pregnancy, Parental Leave of Absence, or Adoption Leave Policies, these modifications will apply to employees covered by this Collective Agreement.

#### **14.11 Safety and Health**

- (a) The Company will institute and maintain reasonable precautions for the health and safety of all employees. All employees covered by this agreement shall co-operate in the implementation of such health and safety precautions. The Company and the Union shall co-operate fully in the elimination and prevention of unhealthy and unsafe working conditions and practices and assist in the prevention of accidents.

## Article 14

### General (continued)

- (b) The Company is bound by the provisions of the Ontario Occupational Health & Safety Act including future amendments which may occur from time to time. This includes a requirement that there shall be joint health and safety committees established and operated, as required, consisting of members representing the Company and of members representing the employees in accordance with such legislation.
- (c) All matters considered and handled by the Health and Safety Committee shall be recorded and minutes maintained.

#### 14.12 **Cost of Living Allowance**

**NOTE:** The provisions of this Section 14.12 shall remain inoperative during calendar year 1992 and no cost of living allowance shall be computed, paid or become payable or owing in respect of calendar year 1992.

A cost of living allowance will be paid to each employee effective January 1, 1993, subject to the provisions of this section. This allowance will be based on the Consumer Price Index (all items - base: 1971 - 100) published by Statistics Canada (hereinafter referred to as the C.P.I.) and will be calculated as follows:

- (a) The C.P.I. published for March 1993 shall be compared with the C.P.I. published for December 1992 and effective the pay period immediately following the publication of the March 1993 C.P.I., the allowance, if triggered, shall be one (1) cent per hour worked for each zero point two six five (0.265) increase in excess of 4% by which the March 1993 C.P.I. exceeds the December 1992 C.P.I.
- (b) Such allowance, if any, shall continue until the publication of the C.P.I. for June 1993. If the June 1993 C.P.I. exceeds by more than 4% the figure published for December 1992, effective the pay



## **Article 14**

### **General (continued)**

period immediately following the publication of the June 1993 C.P.I., the allowance, if triggered, shall be one (1) cent per hour worked for each zero point two six five (0.265) increase in excess of 4% by which the June 1993 CPI exceeds the December 1992 C.P.I.

- (c) A similar comparison shall be made thereafter on the basis of the C.P.I. published every three months apart during the remainder of the term of this agreement concluding with the C.P.I. published for the month of December 1993.
- (d) If there is a decrease in the C.P.I. on the basis of the comparison the allowance shall be adjusted downward by using the formula mentioned above, but an employee's applicable hourly rate shall not be affected by any downward adjustment. At the time of any quarterly review of the C.P.I. pursuant hereto, should the C.P.I. fall below 4% in excess of the C.P.I. published for December 1992, the Cost of Living Allowance shall cease.
- (e) In the event that Statistics Canada does not issue the appropriate C.P.I. on or before the beginning of one of the pay periods referred to in (a), (b) and (c) above, any adjustment in the cost of living allowance required by such appropriate Index shall be effective at the beginning of the first pay period after the Index has been officially published.
- (f) No adjustments, retroactive or otherwise, shall be made in the amount of the cost of living allowance due to any revision which may later be made in the published figures for the Index for any month on the basis of which the allowance shall have been determined.
- (g) The continuance of the cost of living allowance in its present form shall be contingent upon the availability of the official monthly Statistics

## **Article 14**

### **General (continued)**

Canada C.P.I. in its present form and calculated on the same basis as the Index published in April 1984. In the event the C.P.I. is not available in its present form the parties shall negotiate the appropriate revisions thereto, or some other equitable arrangement.

- (h) The cost of living allowance provided for herein shall be paid only for actual hours worked and shall not be included in computing payment for work on a recognized holiday, for work on a scheduled flex day off, overtime premium, shift premium, call out pay, or any other premium, but shall be included in computing vacation pay, pay for recognized holidays, and pay for scheduled flex days off.
- (i) The cost of living allowance in effect at any time shall not form part of an employee's applicable hourly rate.
- (j) Upon renewal of the Collective Agreement expiring December 31, 1993, any cost of living allowance then in effect shall be added to the existing base rates prior to calculating the new base rates and further, any cost of living allowance then in effect will not be considered as any part of any negotiated increase.

#### **14.13 Technological Change**

As necessary, from time to time the Company will discuss with the Union, matters relating to technological change, including artificial intelligence, in order to make the union aware of the Company's plans in these areas one month in advance, where practical, of implementing such plans. The Company will also grant the union the opportunity to make management aware of any concerns that the union or the unionized employees may have in relation to such change.

## **Article 14**

### **General (continued)**

#### **14.14 Scheduled Flex Days Off Plan**

- (a) It is the purpose of this plan to provide eligible full time employees with five (5) flex days off each year and eligible part time employees with 32 flex hours off each year to be taken over no more than 5 days, as scheduled in advance by management in accordance with the provisions contained herein.
- (b) In the calendar year in which an eligible employee reaches the age of 62 and for each subsequent year up to and including the year in which such employee reaches the age of 65, the employee is entitled to two (2) additional scheduled flex days off per year. Part time employees will be entitled to thirteen (13) additional hours off per year. Eligible employees may accumulate such time off to a maximum of five (5) additional days, 32 hours for part time employees, to be taken in the calendar year in which they reach their 65th birthday in lieu of taking the two additional days per year of entitlement.
- (c) All regular full-time employees are entitled to seven and one-half (7½) hours (8 hours where applicable) at their straight time rate for the scheduled flex days off as provided for in 14.14 (a) and 14.14 (b) subject to the following conditions:
  - (i) A regular employee will not be paid for a scheduled flex day off unless the employee works their last scheduled day immediately preceding, and the first scheduled day immediately following such scheduled flex day off, except where such absence is due to illness as provided for in Section 15.01, bereavement leave as provided for in Section 14.04, jury duty as provided for in Section 14.03, and a doctor or dentist appointment verified in writing, or written authorization from management.

## **Article 14**

### **General (continued)**

- (ii) In the event that a scheduled flex day off falls during a period of absence from work for which a regular employee is receiving indemnity under the Sickness and Accident Insurance Plan, or is receiving Workplace Safety Insurance Board benefits, insured sick pay will be paid for the scheduled flex day off to the extent appropriate under the sick pay provisions. The flex day may be rescheduled provided the employee meets all the requirements as set out under Letter of Understanding # 24.
- (iii) Pay for scheduled flex days off will not be paid to regular employees who are subsequently scheduled to work on a scheduled flex day off and do not report for work, or who report for work but fail to complete their schedule unless such absence or failure is in the opinion of management due to a justifiable reason.
- (iv) Employees required to work on a scheduled flex day off as provided for in Section 14.14 (a) and (b) shall be paid at the rate of double time for the first seven and one-half (7½) hours (8 hours where applicable), and double time for all hours worked in excess of the first seven and one-half (7½) (8 hours where applicable). This payment is in addition to scheduled flex day pay as provided for in Section 14.14 (c).
- (d) The scheduled flex days off schedule shall be arranged by the supervisor of each department but shall be subject to the approval of their manager, and shall be arranged with due regard first to the general operating requirements, second to departmental operating requirements, and third to the employees' preference in order of seniority. Every reasonable effort will be made in preparing these schedules to provide

## Article 14

### General (continued)

that scheduled flex days off coincide with an individual's normal days off work. Approved schedules will be posted no later than April 30th in each respective calendar year, and management will ensure that employees are granted scheduled days off in accordance with the approved schedule.

- (e) Regular employees who are employed less than a full year in any of the calendar years mentioned in 14.14 (a) shall be granted the appropriate flex days off for that calendar year on a prorated basis.
- (f) Part time employees currently working eight (8) hour shifts (as of February 24, 2015) will receive an additional 8 hours of flex time each year. Should the grandfathered part time employee leave their current position they will not receive the additional 8 hours of flex time. Grandfathered part time employees who reach the age of 62 and for each subsequent year up to and including the age of 65 will be provided with an additional three (3) hours of flex time.
- (g) Part time employees hired or moving into a part time position after February 24, 2015 will not receive the additional 8 hours each of flex time as indicated in section (f).

#### 14.15 a) **Safety Footwear**

Upon completion of their probationary period, employees required by the Company to wear safety footwear will be reimbursed up to a maximum of \$255.00 toward the purchase of Canadian Standards Association approved safety footwear which meets Company standards. Employees must provide the Company with a paid receipt to support the purchase of approved safety footwear in order to obtain reimbursement.

## **Article 14**

### **General (continued)**

Notwithstanding the foregoing, employees, where required by law, must wear approved safety footwear.

#### **b) Prescription Safety Eyewear**

The company will pay 100% of the cost of prescription safety glasses and frames (excluding any examination fees) for an employee, whose job requires, through a vision care program every two calendar years. The frames selected must be from the pre-approved list established by the Company.

If an employee sustains damage to the prescription safety glasses while performing their assigned duties, the Company will pay 100% of the cost of repair or replacement of the glasses based on the foregoing provision.

#### **Note:**

- Should an employee currently wear progressive bi-focals they will be able to purchase the prescription safety glasses with the same type of lenses;
- When an employee selects their first pair of prescription safety glasses, they will be able to also select a pair of prescription safety sunglasses if they require two sets due to needing clear and shaded lenses safety glasses. This will require managerial approval prior to purchasing the safety glasses;
- An employee who selects both the prescription clear and shaded safety glasses will not be able to select another pair of prescription safety glasses until 36 months have passed unless their current prescription safety glasses have been damaged while performing their assigned duties.

## **Article 14**

### **General (continued)**

#### **14.16 Coffee Breaks**

Full-time Employees shall be entitled to two (2) coffee breaks during their regularly scheduled workday. Each coffee break shall not exceed fifteen (15) minutes in length and such breaks will be taken at times approved by the appropriate supervisor, normally one during the first half and one during the second half of the workday.

Continuous Part-time employees working a shift of five (5) hours or less will be provided with one (1) paid fifteen (15) minute work break. Continuous Part-time employees working greater than a five (5) hour shift will be provided with two (2) paid fifteen (15) minute work breaks which may be combined into one (1) break period at the employee's option. Part-time employees working a seven and one-half (7½ ) hour shift will be given the same lunch and work break periods as full-time employees.

#### **14.17 Summer Students**

Students hired for summer employment during the period May 1 to September 30 in accordance with the current Letter of Understanding shall be paid the Summer Student rate as provided in Appendix "A". Students shall pay Union dues in accordance with the provisions of Article 3, Section 3.01, their hours of work will be the hours specified for Regular Employees, but no other provisions of this Agreement shall apply.

Students required by the Company to wear safety footwear will be reimbursed up to a maximum of \$255.00 toward the purchase of Canadian Standards Association approved safety footwear that meets Company standards. Students must provide the Company with a paid receipt to support the purchase of the approved safety footwear in order to obtain reimbursement.

## **Article 14**

### **General (continued)**

#### **14.18 Injury and Illness Accommodation**

Where either long-term or significant accommodation is an issue in the case of an employee who cannot perform all of their normal regular duties because of a disabling injury or illness, the company and union agree to meet to discuss potential viable options, if any, for accommodating an employee in those circumstances.

#### **14.19 Employee Savings Plan**

Effective January 1, 2020, all regular full-time employees (Operations, Office and Call Centre Collective Agreements) and regular Continuous Part-time employees (Office and Call Centre Collective Agreements only) will be eligible to participate in the Employee Savings Plan as presented to the Union Negotiation Committee during discussions for renewal of the Collective Agreements that expired December 31, 2017.

The Company agrees that should the Employee Savings Plan be discontinued during the term of the Collective Agreement, all regular full-time employees and regular Continuous Part-time employees will receive an increase of one and two-thirds percent (1.67%) to the rates of pay, in Appendix "A" of the Collective Agreements, that are in effect at the time of discontinuance of the Plan. For clarity, this potential increase will not apply to the Utility Labour Pool rate of pay in the Operations Collective Agreement, and to the Student rate of pay in the Operations, Office and Call Centre Collective Agreements.

#### **14.20 Retiree Benefits**

Employees retiring on or after January 1, 2020 will be eligible for the harmonized retiree benefits program as presented to the union negotiation committee during discussions for renewal of the collective agreements that expired on Dec 31, 2017.



## Article 15

### Sick Pay Benefits

#### 15.01 Weekly Indemnity

In 2018/2019 the Company agrees to provide a Weekly Indemnity benefit as described in Company booklets, benefit plan documents, or policies of insurance for the duration of the agreement. The benefit described in Company booklets or other sources shall be as more particularly described and set forth in the respective benefit plans and policies, which plans and policies shall be made available for inspection by the Union. The Company will bear 100% of the premium cost of Weekly Indemnity benefit.

Effective January 1, 2020 the Company will, in the event of a regular employee's absence due to a bona fide illness or accident, provide sick pay insurance based on a formula of 100% of basic pay as provided herein following. The above provision will apply to all cases of non-occupational accident, and to any illness in excess of five (5) working days' duration supported by a doctor's report of illness. In order to qualify for such sick pay insurance, absent employees must notify the Company prior to the commencement of their work schedule. However, if it is not possible to give notification prior to the commencement of the first work schedule, it must in any event be given within the first working day of such absence.

Income Replacement		100%	60%
Benefit Formula (% of base salary)	Years of service	# of weeks at 100%	# of weeks at 60%
	< 5	6	20
	5 – 9	13	13
	10 +	26	0

## **Article 15**

### **Sick Pay Benefits (continued)**

- 15.02      The right is reserved by the Company to discipline any employee and/or withhold any sick pay benefit to such employee who is found to be taking undue advantage of the sick pay provision. The right of the Company is further reserved to cancel, suspend, or modify the sick pay provisions at the expiration of this agreement, or any renewal thereof, and in particular should it become evident to the sole satisfaction of Management that employees are taking unwarranted advantage of the arrangement.

Article 16  
Duration of Agreement

16.01 This agreement shall be in effect from January 1, 2024 and shall continue in full force and effect until December 31, 2026 and thereafter from year to year unless, within 60 days prior to the expiration date of the agreement, notice is given by either party to the other party of their intention to revise, amend or terminate this agreement. The said notice may be given to the Company or to the Union by registered mail addressed to each respective Bargaining Unit of Unifor that is a party to this Collective Agreement.

IN WITNESS WHEREOF the parties have duly signed as evidenced by the signatures of their proper officers duly authorized in that behalf.

For the Union

  
Rob Roca, National Rep

  
Wayne Beaumont, Unifor Gas Council President

  
Karen Wulff, Unifor Local 988 London Ops/Office Unit

  
Joanne Angelini, Unifor Local 758 Windsor Office Unit

  
Lee Neuman, Unifor Local 8833 Waterloo Operational Unit

  
Luanne Gaiser, Unifor Local 8833 Waterloo Office Unit

  
Pam Witting, Unifor Local 8833 BCC Unit

  
Bryan Wilson, Unifor Local 8833 Operational Unit

  
Dante Girardin, Unifor Local 56 Brantford

  
Ron Van Der Pijl, Unifor Local 999 Ops/Office

  
Matt Muscat, Unifor Local 938 Operational Unit

  
Andrew Baatnes, Unifor Local 999 Dunnville Operational Unit

  
Phil Vokey, Unifor Local 944 Ops/Office

  
Justin Beam, Unifor Local 999

  
Ryan Coombs, Unifor Local 8833

For the Company

  
Chris Spence

  
Shawn St. Denis

  
Steve McGivrey

  
Andrea Segura

  
Leanne Sidorkewicz

  
Katelyn Hanuszak



## Appendix “A”

### Job Grades and Titles – Full Time (as at May 24, 2024)

GRADE	JOB TITLE	WDSR	CHTM	SARN	LNDN	WAT	HAM/ BURL	OTHER
3	Fleet Administration Clerk				X			
3	Meter Reading Clerk	X						
4	Business Support Clerk – P&D				X			
4	Infraction Clerk				X			
4	Meter Shop Clerk		X					
4	Sales Support				X			
4	Utility Administration Clerk	X			X	X	X	
6	Customer Billing Support Rep	X						
6	Customer Inquiry Support Rep	X						
6	Day Dispatcher				X		X	

**Appendix “A” (continued)**  
**Job Grades and Titles – Full Time (as at May 24, 2024)**

GRADE	JOB TITLE	WDSR	CHTM	SARN	LNDN	WAT	HAM/ BURL	OTHER
6	Execution Support Clerk				X		X	
6	Scheduler				X		X	
7	Customer Attachment Rep					X		
7	Business Dev't Support Clk						X	
7	Drafter/Estimator	X			X	X	X	
8	Shift Dispatcher				X			

**Appendix “A” (continued)**  
**Continuous Part Time (as at May 24, 2024)**

GRADE	JOB TITLE	WDSR	CHTM	SARN	LNDN	WAT	HAM/ BURL	OTHER
3	Fleet Administration Clerk				X			
3	Meter Reading Clerk	X						
4	Business Support Clerk – P&D				X			
4	Infraction Clerk				X			
4	Stock Clerk				X		X	
4	Utility Administration Clerk	X				X		
6	Customer Billing Support Rep	X						
6	Customer Inquiry Support Rep.	X						
6	Day Dispatcher				X		X	
6	Execution Support Clerk						X	
6	Scheduler				X		X	

**Appendix “A” (continued)**  
**Continuous Part Time (as at May 24, 2024)**

GRADE	JOB TITLE	WDSR	CHTM	SARN	LNDN	WAT	HAM/ BURL	OTHER
7	Customer Attachment Rep					X		
8	Shift Dispatcher				X			



**Appendix “A”**  
**Locals 5, 758, 8833, 914, 938, 999 (Clerical Units)**  
**To be effective January 1, 2024**

**37.5 Hour Schedule**

Step	Full-Time	Part-Time
1	Three (3) Months	488 Straight-Time Hours Worked
2	Six (6) Months	975 Straight-Time Hours Worked
3	Twelve (12) Months	1950 Straight-Time Hours Worked
4	Twelve (12) Months	1950 Straight-Time Hours Worked

**40.0 Hour Schedule**

Step	Full-Time	Part-Time
1	Three (3) Months	520 Straight-Time Hours Worked
2	Six (6) Months	1040 Straight-Time Hours Worked
3	Twelve (12) Months	2080 Straight-Time Hours Worked
4	Twelve (12) Months	2080 Straight-Time Hours Worked

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1	\$26.27	\$27.44	\$28.62	\$29.81	\$31.00
2	\$28.62	\$29.81	\$31.00	\$32.18	\$35.25
3	\$32.85	\$34.03	\$35.25	\$35.97	\$36.97
4	\$35.46	\$36.20	\$36.97	\$37.51	\$38.23
5	\$37.13	\$37.70	\$38.24	\$39.05	\$39.84
6	\$37.70	\$38.34	\$39.34	\$40.43	\$41.63
7	\$38.34	\$39.39	\$41.63	\$42.12	\$42.71
8	\$41.38	\$42.12	\$42.81	\$43.38	\$43.91
9	\$42.12	\$43.38	\$43.91	\$44.23	\$44.83

Summer Student      \$17.23 per hr.

**Enbridge Gas Inc.**

**Appendix “A” (continued)**

**Locals 5, 758, 8833, 914, 938, 999 (Clerical Units)**

**To be effective January 1, 2025**

**37.5 Hour Schedule**

<b>Step</b>	<b>Full-Time</b>	<b>Part-Time</b>
1	Three (3) Months	488 Straight-Time Hours Worked
2	Six (6) Months	975 Straight-Time Hours Worked
3	Twelve (12) Months	1950 Straight-Time Hours Worked
4	Twelve (12) Months	1950 Straight-Time Hours Worked

**40.0 Hour Schedule**

<b>Step</b>	<b>Full-Time</b>	<b>Part-Time</b>
1	Three (3) Months	520 Straight-Time Hours Worked
2	Six (6) Months	1040 Straight-Time Hours Worked
3	Twelve (12) Months	2080 Straight-Time Hours Worked
4	Twelve (12) Months	2080 Straight-Time Hours Worked

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
1	\$27.06	\$28.26	\$29.48	\$30.70	\$31.93
2	\$29.48	\$30.70	\$31.93	\$33.15	\$36.31
3	\$33.84	\$35.05	\$36.31	\$37.05	\$38.08
4	\$36.52	\$37.29	\$38.08	\$38.64	\$39.38
5	\$38.24	\$38.83	\$39.39	\$40.22	\$41.04
6	\$38.83	\$39.49	\$41.04	\$41.64	\$42.88
7	\$39.49	\$40.57	\$42.88	\$43.38	\$43.99
8	\$42.62	\$43.38	\$44.09	\$44.68	\$45.23
9	\$43.38	\$44.68	\$45.23	\$45.56	\$46.17

Summer Student      \$17.75 per hr.

**Appendix “A” (continued)**  
**Locals 5, 758, 8833, 914, 938, 999 (Clerical Units)**  
**To be effective January 1, 2026**

**37.5 Hour Schedule**

<b>Step</b>	<b>Full-Time</b>	<b>Part-Time</b>
1	Three (3) Months	488 Straight-Time Hours Worked
2	Six (6) Months	975 Straight-Time Hours Worked
3	Twelve (12) Months	1950 Straight-Time Hours Worked
4	Twelve (12) Months	1950 Straight-Time Hours Worked

**40.0 Hour Schedule**

<b>Step</b>	<b>Full-Time</b>	<b>Part-Time</b>
1	Three (3) Months	520 Straight-Time Hours Worked
2	Six (6) Months	1040 Straight-Time Hours Worked
3	Twelve (12) Months	2080 Straight-Time Hours Worked
4	Twelve (12) Months	2080 Straight-Time Hours Worked

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
1	\$27.87	\$29.11	\$30.36	\$31.62	\$32.89
2	\$30.36	\$31.62	\$32.89	\$34.14	\$37.40
3	\$34.86	\$36.10	\$37.40	\$38.16	\$39.22
4	\$37.62	\$38.41	\$39.22	\$39.80	\$40.56
5	\$39.39	\$39.99	\$40.57	\$41.43	\$42.27
6	\$39.99	\$40.67	\$42.27	\$42.89	\$44.17
7	\$40.67	\$41.79	\$44.17	\$44.68	\$45.31
8	\$43.90	\$44.68	\$45.41	\$46.02	\$46.59
9	\$44.68	\$46.02	\$46.59	\$46.93	\$47.56

Summer Student      \$18.28 per hr.

## **Appendix “B”**

### **Temporary Employees**

#### **Salaries, Hours of Work and Working Conditions**

1. The following provisions of this agreement apply to Temporary Employees:
  - a. Reservation to Management – Article 5
  - b. Deduction of Union Dues – Article 3, Section, 3.01
2. Additional provisions applying to Temporary Employees.
  - a. The Company will notify the Bargaining Unit in writing when a Temporary Employee is to be employed, together with the expected duration of the assignment.
  - b. Temporary Employees working on projects or assignments of limited duration shall be terminated at the conclusion of ninety (90) days of work in any twelve (12) month period, commencing from the date of hire or commencement of employment in such period. Should a Temporary Employee not be terminated as provided above, the employee shall become a regular employee and the seniority date shall be dated back to the most recent date of hire. Employees who were employed as Temporary Employees, who are subsequently hired within a six (6) month period following termination, to fill a vacancy in the regular staff, will have the normal three (3) month probationary period reduced by the amount of service completed as a Temporary. Upon completion of the Probationary period, the employee's Company Service Date shall be dated back to the date of commencement of the Probationary period or the date of hiring to the vacancy in regular staff, whichever is applicable. For the purposes of establishing the individual's union seniority date and Company service date, such employees will be granted a maximum of three (3) month's credit for service as a Temporary Employee. Credit for previous Company service will be applicable to Company service awards and disability pay only.

## Appendix “B”

### Temporary Employees (continued)

- c. **Rates of Pay** - TEMPORARY EMPLOYEES will be paid the rate of Step 1 of the grade for which the employee has been employed except where it is necessary to recruit a Temporary Employee having less than one (1) year of related business experience for a temporary assignment in Grade 4 or above, in which case the rate of pay will be Step 1 of the grade immediately below that of the position being filled temporarily.
- d. **Hours of Work** - TEMPORARY EMPLOYEES will work as either Day Workers or Shift Workers in accordance with the hours specified for Regular employees.
- e. **Overtime** - The Company will pay overtime rates for TEMPORARY EMPLOYEES at the applicable overtime rate specified in Article 11, Section 11.18 of the collective agreement.
- f. **Shift Premium** - When TEMPORARY EMPLOYEES are required to work regularly scheduled shift hours for which a Shift Premium is payable under the collective agreement, they will be paid Shift Premium in accordance with the provisions of Article 11, Section 11.15 of the collective agreement.
- g. **Grievance Procedure** - TEMPORARY EMPLOYEES will be entitled to the provisions of Articles 7 and 8 of the collective agreement providing a grievance and arbitration procedure only in respect to a difference relating to the interpretation, application or administration of the provisions of this Appendix.
- h. **Performance** – Management will conduct annual performance appraisals on all temporary employees. The timing of the appraisals will coincide with the annual two week break provided to all temporary employees. Ongoing feedback and coaching will take place during work term. If the individual is not meeting expectations for becoming a regular employee they will not be offered an additional temporary assignment.

# Letters of Understanding

<b>Letter</b>	<b>Subject</b>
1	Students
2	Jurisdictional Lines
3	Loss of Driver's License
4	Transfers
5	Disciplinary Records
6	Seniority
8	Full-Time to Part-Time
9	Change of Shift
10	Like Jobs
11	Redundancy Job Posting
12	Medical Appointments
13	Technological Change
14	Change of Report Base
15	Contracting Out
16	Alternative Work Schedules
17	Workforce Adjustments
18	Banking of Overtime Hours
19	Paid Education Leave
20	Employment Security
21	Local 8833 Recognition
22	Benefit Plan – Annual Review Meeting
23	Meal Allowance
24	Sick Pay / Vacation, Flex Days and Banked Time
25	Travel Time for Training and Meetings
26	Leave of Absence to Work for Unifor National
27	Pension and Benefit Harmonized Plan
28	Union's Right to Operate its Affairs & Delegate Representatives
29	Unifor Social Justice Fund
30	Severance
31	Climate Change
32	Job Posting and Filling of Vacancies

# **Letter of Understanding #1 Students**

June 6, 2003

## **RE: Students**

This Letter of Understanding will confirm the Company's intentions regarding the employment of certain students for summer employment opportunities in the areas of the Company represented by Unifor which may exist from time to time as conditions allow.

The objective of this program is to afford an employment opportunity for the children of employees and retirees of the Company who are currently attending university or college full time and who will be returning to full time attendance at university or college in the Fall.

Students employed in these areas will be hired and paid in accordance with the provisions of Section 14.18 Operational Collective Agreement and Section 14.17 Clerical Collective Agreement.

Terry Tippin  
Manager, Labour and Employment Relations  
Union Gas Ltd.  
TT/pk

## **Letter of Understanding #2 Jurisdictional Lines**

June 6, 2003

MEMORANDUM OF AGREEMENT  
BETWEEN  
ENBRIDGE GAS INC.  
&  
Unifor  
LOCALS 5, 56, 758, 8833, 914, 938, 999

### **RE: Jurisdictional Lines**

This memorandum is written to confirm an agreement between the parties regarding the assignment of work across Union Local jurisdictional boundary lines. The Union understands and agrees that it is necessary from time to time to assign employees to perform work outside the area, historically acknowledged as their Union Locals' area of jurisdiction. In making such assignments, Management will give due consideration to the rights of an employee as granted under the Collective Agreement in force, and under normal circumstances will require only that employees cross jurisdictional boundaries to perform work of a temporary or specialized nature.

This Agreement has no application whatsoever to the change in Report Base/Transfer of Work situations which are dealt with in a separate arrangement under Letter of Understanding #14.

To further clarify the understanding of the effects of such assignments across jurisdictional boundary lines, the following is agreed to:

1. Employees on call will not be required to cross the jurisdictional boundary of their Bargaining Unit.
2. Employees working on the night shift will not be required to cross the jurisdictional boundary of their Bargaining Unit.



## Letter of Understanding #2

### Jurisdictional Lines (continued)

3. The crossing of bargaining unit lines of jurisdiction will not interfere with the promotional opportunities of bargaining unit employees.
4. The Company will supply transportation to employees directed to cross their Bargaining Unit lines of jurisdiction.
5. Time taken travelling to/from a location outside the normal areas of jurisdiction will be paid at the appropriate rate from their normal reporting base.

If major problems arise in the administration of this Memorandum of Agreement, it will be subject to review for the purpose of possible revision upon 30 days notice by either party.

### FOR THE UNION

---

**B. Price**

Local 999 Production Unit  
& Dunnville Units

---

**J. Galvin**

Chairperson, Gas Workers  
Council

---

**G. Hewson**

Local 758 Windsor  
Operations Units

---

**J. Wilson**

Local 8833 Waterloo  
Operations Unit

---

**D. Carrothers**

Local 938 London  
Operations Unit

---

**D. Girard**

Local 56 Brantford  
Operations Unit

---

**B. McFadden**

Local 999 Chatham  
Operational & Clerical Units

---

**C. Petrucci**

Local 8833 Brantford Call  
Centre Units

---

**M. Patry**

Local 758 Windsor  
Clerical Unit

---

**L. Laird**

Local 8833 Clerical Units

---

**S. Haskell**

Local 938 London  
Clerical Unit

---

**J. McNeill**

Local 914 Sarnia Operations  
& Clerical Units

## **Letter of Understanding #2**

### **Jurisdictional Lines (continued)**

#### **FOR THE UNION (continued)**

**D. Valente**

---

CEPU National  
Representative

**J. Galvin**

---

Local 8833 Hamilton  
Operations Unit

**R. Mandryk**

---

Local 5 Simcoe Operations  
& Clerical Units

#### **FOR THE COMPANY**

**T. Tippin**

---

Manager, Labour and  
Employment Relations

**R. Cadieux**

---

Manager Labour Relations  
Waterloo

**J. McReynolds**

---

Manager, Labour Relations

**J. Caille**

---

Director, Customer Care

**M. Shannon**

---

General Mgr., Storage and  
Transmission Operations

## **Letter of Understanding #3**

### **Loss of Driver's License**

June 6, 2003

#### **RE: Loss of Driver's Licence**

The Company and the Union recognize that the suspension of a driver's licence in many cases reduces the usefulness of an employee in their work.

However, in some instances, adjustments in work assignments may be made to enable the employee to perform their normal level of duties. Each case will be carefully reviewed locally on its own merits with a view to, wherever practical, maintaining the employee's normal pay level or minimize any pay reduction necessitated by the employee's inability to perform their full range of duties.

Terry Tippin  
Manager, Labour and Employment Relations  
Union Gas Ltd.  
TT/pk

## Letter of Understanding #4 Transfers

April 5, 2019

### **RE: Transfers**

During the negotiations for renewal of the Collective Agreements which expired on December 31, 1999, the Company submitted a proposal to modify the transfer process by which employees express interest in jobs that are posted outside their Union Local's area of jurisdiction or in another bargaining unit within the same Local.

The parties have agreed to implement a process in which "information notices" of job postings for positions outside the Union Local's area of jurisdiction or in another bargaining unit within the same Local, will be posted in each Company location. Employees who may be interested in transferring to another location or another bargaining unit within the same Local, and who have the posted qualifications for the position, may submit their interest for the position and will be given consideration for the position before a new employee is hired to fill the vacancy.

Any employee accepting a new position under this process will be placed in the new job according to their experience and ability, but shall not be required to take a decrease in pay greater than five percent (5%) of the rate being received at the time of transfer. Further, an employee receiving such an adjusted rate shall be exempt from any contractual increases until the scheduled job rate exceeds their adjusted rate, at which time the employee will receive the rate assigned to their then current job or job classification. Employees selected for appointment as a result of this procedure will be required to relocate, if necessary, at their own expense and provide their own transportation in order to be available for the work assignments in their new area.

  
\_\_\_\_\_  
R. Cadieux  
Manager, Labour Relations  
\_\_\_\_\_  
D. Valente  
UNIFOR National Rep

## **Letter of Understanding #5 Disciplinary Records**

February 23, 2015

### **RE: Disciplinary Records**

This letter is to confirm an understanding reached between the Company and the Union during 2014 – 2015 negotiations in respect to the disciplinary record of employees.

The Company gives an undertaking not to use the disciplinary record of an employee which exceeds a two year period, in matters of evidence during grievance or arbitration proceedings, or when assessing current discipline.

Rob Cadieux  
Manager, Labour and Employment Relations  
Enbridge Gas Inc.

Bruce Teran  
Unifor National Representative

# Letter of Understanding #6

## Seniority

June 6, 2003

### **RE: Seniority of Unionized Employees**

As indicated by signature, the following Locals/Units agree to a reciprocal arrangement in the recognition and acceptance of Union seniority where a transfer of an employee between Locals occurs.

### **FOR THE UNION**

#### **Bob McFadden**

Local 999 Chatham  
Operations and Clerical Units

Local 999 Production Unit

#### **John Wilson**

Local 8833 Waterloo  
Operations Unit

#### **Jim Galvin**

Local 8833 Hamilton  
Operations Unit

#### **Cathy Petrucci**

Local 8833 Brantford Call  
Centre Unit

#### **Dante Girardi**

Local 56 Brantford  
Operations Unit

#### **Jack McNeill**

Local 914 Sarnia Operations  
& Clerical Units

#### **George Hewson**

Local 758 Windsor  
Operations Unit

#### **Monique Patry**

Local 758 Windsor  
Clerical Unit

#### **Lillian Laird**

Local 8833 Clerical Units

#### **Dave Carrothers**

Local 938 London  
Operations Unit

#### **Stephanie Haskell**

Local 938 London  
Clerical Unit

#### **Richard Mandryk**

Local 5 Simcoe Operations  
& Clerical Units

#### **Bob Price**

For Local 999 Dunnville  
Operations Unit

## **Letter of Understanding #8**

### **Full-Time to Part-Time**

April 1, 2003

#### **RE: Full-Time to Part-Time**

During the 2003 negotiations for renewal of the existing Collective Agreements, the parties reached an understanding regarding regular full-time roles that may become redundant and subsequently be designated as a Continuous Part-Time role. In this situation, the Company will provide the affected employee with six (6) months prior notice of the change from full-time to part-time status.

Should a vacancy occur in the regular full-time staff within the six (6) month period, and after the posting procedure has been completed, the redundant employee may elect to fill such a vacancy subject to meeting normal qualifications of the role. Such employees shall be paid not less than their regular rate of pay for the job which the employee occupied immediately prior, unless such employee successfully bids for a job of the same or lower grade than the new job in which case the employee's rate of pay will be adjusted to the employee's current step in the grade of the job.

At the end of the notice period the redundant full-time employee may choose to fill any vacant role within the bargaining unit for which they qualify, or the employee may exercise their seniority rights in accordance with the Collective Agreement.

Terry Tippin  
Manager, Labour and Employment Relations  
Union Gas Ltd.

## Letter of Understanding #9

### Change of Shift

June 6, 2003

#### **RE: Change of Shift**

The Company made proposals for language changes during 1970-71 negotiations for renewal of the Collective Agreements to clarify the intent of certain sections of the Hours of Work and Overtime Article. Specifically, these changes dealt with the application and operation of the overtime provisions as well as the change in shift without 48 hours prior notice section. The proposed changes were prompted by the fact that misunderstandings had arisen in the application of the existing contract language.

It was agreed by the Company that withdrawal of their proposals and acceptance of essentially all the contract language dealing with overtime and change in shift as it appears in the agreements expiring December 31, 1970, would be based on the following agreement of intent respecting these items.

1. All shift and work schedules presently in operation will continue without the Company incurring any overtime or change in shift premium as a result of working the scheduled hours regardless of the hours or days worked.
2. The Company and Union agree that the penalty for change in shift and the overtime premiums will, in principle, be applied in accordance with the examples contained in Schedule 1 attached.
3. The daily clock, for purposes of determining the applicable overtime rate for overtime work performed during such daily period, will commence with the starting time indicated on the posted work schedule for that day, or with the starting time for the change in the employees' scheduled hours as a result of a change in such scheduled hours.

Example: Clause 3

(1)	(2)	(3)	(4)	(5)	(6)	(7)
8-4	8-4	8-4	4-12	4-12	1st day of rest	2nd day of rest



## Letter of Understanding #9

### Change of Shift (continued)

Daily clock for overtime purposes commences at 8 a.m. on days 1-2-3 and 4 p.m. on days 4-5. If an employee is required to work overtime commencing at 2 p.m. on day 5, the determination of the applicable overtime rate is based on the 4 p.m. starting time for day 4.

4. Commencement of days of rest for purposes of determining the applicable overtime rates for overtime work performed on days of rest will be based on the starting time of the last day of work in the work week immediately preceding such day or days of rest.

Example: Clause 4

(1)	(2)	(3)	(4)	(5)	(6)	(7)
8-4	8-4	8-4	4-12	4-12	1st day of rest commences at 4 p.m	2nd day of rest commences at 4 p.m.

The parties agree to continue with the application of the terms and conditions of the Memorandum of Intent for the term of the Collective Agreement.

### FOR THE UNION

#### **J. Galvin**

Local 8833 Hamilton  
Operations Unit

#### **G. Hewson**

Local 758 Windsor  
Operations Unit

#### **J. Wilson**

Local 8833 Waterloo  
Operations Unit

#### **D. Carrothers**

Local 938 London  
Operations Unit

#### **D. Valente**

CEPU National  
Representative

#### **M. Patry**

Local 758 Windsor  
Clerical Unit

#### **L. Laird**

Local 8833  
Clerical Units

#### **S. Haskell**

Local 938 London  
Clerical Unit

## **Letter of Understanding #9 Change of Shift (continued)**

### **FOR THE UNION (continued)**

#### **B. McFadden**

Local 999 Chatham  
Operations and Clerical Units

#### **D. Girardi**

Local 56 Brantford  
Operations Unit

#### **R. Mandryk**

Local 5 Simcoe Operations  
and Clerical Units

#### **J. McNeill**

Local 914 Sarnia Operations  
and Clerical Units

#### **C. Petrucci**

Local 8833 Brantford Call  
Centre Unit

#### **B. Price**

Local 999 Production and  
Dunnville Operations Units

### **FOR THE COMPANY**

#### **T. Tippin**

Manager, Labour and  
Employment Relations

#### **R. Cadieux**

Manager, Employee  
Relations, Waterloo

#### **J. McReynolds**

Manager,  
Labour Relations

#### **J. Caille**

Director,  
Customer Care

#### **M. Shannon**

General Manager, Storage  
and Transmission Operations

# Letter of Understanding #9

## Change of Shift (continued)

### SCHEDULE 1

#### Sample of a Regular Shift Now in Existence

Sat. Mid.		D	D	D	D	D	Sat. Mid.
1 <sup>st</sup> Day Off	2 <sup>nd</sup> Day Off	///	///	///	///	///	

#### Sample Shift with One Day Changed and by Extending Hours

Sat. Mid.		D	D	E	D	D	Sat. Mid.
1 <sup>st</sup> Day Off	2 <sup>nd</sup> Day Off	///	///	///	///	///	

24 hrs.

If this change was accomplished with 48 hours' prior notice the change of shift premium will not apply to "E" shift. However, the overtime premium would have to apply to the "D" shift following "E" shift because the 24 hour clock began with "E" shift.

#### Sample Shift with One Day Changed and by Shortening Hours

Sat. Mid.		D	D	M	D	D	Sat. Mid.
1 <sup>st</sup> Day Off	2 <sup>nd</sup> Day Off	///	///	///	///	///	

24 hrs.

With or without 48 hours' notice the overtime provision has to apply to "M" shift because the 24 hour clock began with the preceding "D" shift.

## Letter of Understanding #9

### Change of Shift (continued)

#### Sample Shift with an Extra Inserted

Sat. Mid.		D	D	E	D	D	D	Sat. Mid.
1 <sup>st</sup> Day Off	2 <sup>nd</sup> Day Off	///	///	///	///	///	///	

This is a straight overtime situation whether scheduled or unscheduled and the change of shift schedule does not apply.

#### Permanent Change of Sample Shift by Extending Time Off

Sat. Mid.		D	D	E	E	E	Sat. Mid.
1 <sup>st</sup> Day Off	2 <sup>nd</sup> Day Off	///	///	///	///	///	

If 48 hours' notice has been given, no premium applies. If 48 hours notice has not been given, change of shift premium applies to first "E" Shift.

#### Permanent Change of Sample Shift by Shortening Time Off

Sat. Mid.		D	D	M	M	M	Sat. Mid.
1 <sup>st</sup> Day Off	2 <sup>nd</sup> Day Off	///	///	///	///	///	

24 hrs.

#### Overtime for "M" Shift

# Letter of Understanding #10

## Like Jobs

June 6, 2003

### **RE: Like Jobs**

During the 1989-90 negotiations for renewal of the existing Collective Agreements, an understanding was reached by the parties regarding the intent of "job" contained in Article IX (Hourly) and (Clerical).

For the purpose of these articles only, the jobs listed below shall be considered to be the same job as those shown, subject to the employee being sufficiently qualified, willing and able to do the work required.

#### **Job**

Special Service  
Representative  
(Grades 101 & 102)

Crew Leader  
(Grade 211)

#### **Considered the Same as Job:**

Service Representative

Maintenance Representative

#### **EXAMPLE:**

In the event a Special Service Representative is to be laid off, such employee would be allowed to displace the most junior Service Representative in the Bargaining Unit. The displaced Service Representative would then exercise their seniority rights in accordance with the provisions of the Collective Agreement.

Terry Tippin  
Manager, Labour and Employment Relations  
Union Gas Ltd.

TT/pk

# **Letter of Understanding #11**

## **Redundancy Job Posting**

June 6, 2003

### **RE: Redundancy Job Posting**

In the 1983-84 negotiations for renewal of the existing Collective Agreements, the Union proposed changes to the provisions regarding the posting and filling of job vacancies.

During the discussion on these proposals, it was suggested and agreed that these Collective Agreement provisions remain unchanged. The Company did, however, agree that prior to transferring a redundant employee to an unposted job vacancy, any such transfer will be discussed with the Bargaining Unit. In addition, the Company will post notice within the Bargaining Unit regarding the transfer.

Terry Tippin  
Manager, Labour and Employment Relations

TT/pk

# Letter of Understanding #12


## Medical Appointments

February 7, 2019

### **RE: Medical and Dental Appointments**

During the negotiations for renewal of the Collective Agreements that expired December 31, 2018, the parties discussed this Letter of Understanding that was originally developed during the 1989-90 negotiations. It was agreed that the Letter would be modified to provide greater clarification of its intent.

- Full-time employees will be granted paid time off for up to three appointments per calendar year, and Continuous Part-time employees will be granted paid time off for up to two appointments per calendar year.
- Paid time off for “local” appointments will be up to a maximum of 2 hours. A local appointment is considered to be a distance up to 30 kilometres from the location (home, work site or report base) the employee leaves to attend the appointment.
- Paid time off for “out of town” appointments will be up to a maximum of 4 hours. An out of town appointment is considered to be a distance greater than 30 kilometres from the location (home, work site or report base) the employee leaves to attend the appointment.
- Paid time off applies only to physician and dentist appointments.
- Employees will schedule such appointments outside of normal working hours whenever possible or otherwise minimize the amount of time off work required.
- Employees may be required to support such absences in order to qualify for payment of time off during normal working hours.



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R. Cadieux  
Manager, Labour Relations



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D. Valente  
UNIFOR National Rep

## **Letter of Understanding #13 Technological Change**

June 6, 2003

### **RE: Technological Change**

This letter will serve to confirm our agreement with the proposal to form a committee comprised of representatives of the Gas Workers' Council and representatives of Management to meet as necessary from time to time and to discuss matters related to technological change.

This Committee will be made aware of the Company's plans in these areas as provided for in Section 14.13 of the Collective Agreement and, as well, this Committee will be advised of any concerns or recommendations that the Union or unionized employees may have in relation to such changes.

This Committee shall consist of not more than four (4) representatives from the Gas Workers' Council and an equal number from Management.

Terry Tippin  
Manager, Labour and Employment Relations  
Union Gas Ltd.

TT/pk



# **Letter of Understanding #14**

## **Change of Report Base**

February 10, 2009

### **CHANGE IN REPORT BASE/TRANSFER OF WORK**

During the negotiations for renewal of the Collective Agreements that expired December 31, 2002, Unifor Locals and Enbridge Gas Inc. have agreed to the following terms and conditions to be used in the handling of future situations involving a change in report base initiated by the Company or a transfer of work initiated by the Company.

1. Unless otherwise expressed in this document, all terms and conditions set out herein apply to both Company initiated inter-local/unit (between one local/unit and another) and company initiated intra-local/unit (within a local/unit) changes in report base/transfer of work. These provisions also apply to redundant employees who may transfer to a new work location.
2. Situations qualifying for consideration are those which have been initiated by the Company and in which the employee's current report base is changed resulting in a new report base for the employee that is 40 or more kilometres from the current report base. The above arrangements are subject to prior Management approval.
3. Any employee accepting a new position under this process will be placed in the new job according to their experience and ability, but shall not be required to take a decrease in pay greater than five percent (5%) of the rate being received at the time of transfer. Further, an employee receiving such an adjusted rate shall be exempt from any contractual increases until the scheduled job rate exceeds their adjusted rate, at which time the employee will receive the rate assigned to their then current job or job classification. Employees selected for appointment as a result of this procedure will be required to relocate, if necessary, at their own expense and provide their own transportation in order to be available for the work assignments in their new area.

## **Letter of Understanding #14**

### **Change of Report Base (continued)**

- i. Cost of moving the employee's household and personal goods. Such assistance will be in accordance with Company policy and practice. In the event the employee requires a mover, arrangements must be confirmed through the Company before being committed to.
- ii. The cost of a licensed real estate agent's commission resulting from the sale of the employee's principal residence. Such commission will not exceed 6% of the sale price of the house.
- iii. In the case of a renter, reimbursement for the net expense of obtaining a release of a lease at the former location, providing the expense does not exceed two months rent.
- iv. Legal fees and disbursements incurred through the use of a lawyer resulting from the sale of the employee's principal residence, and or the purchase of a home in the new location.
- v. Moving allowance (to a maximum of \$2,000.) to cover legitimate costs associated with the employee's relocation.
- vi. The Company will reimburse employees for commuting expenses for the difference between their current commuting distance to work and the commuting distance to their new work location at a rate of \$0.30 per kilometre. This commuting assistance will be provided for up to one year from the effective date of transfer to the new report base. Any commuting expenses paid to the employee will be deducted from the maximum amount of \$15,000 eligible under this Letter of Understanding, and any mileage claims must be processed on Company provided forms.
- vii. An employee has one year from the effective date of transfer to the new report base in which to exercise the option to relocate their principle residence in order to qualify for the relocation assistance provided.

**NOTE:** The above payments are subject to prior Management approval and are subject to the terms and

## **Letter of Understanding #14**

### **Change of Report Base (continued)**

conditions governing relocation expense in effect at the Company and must be supported by appropriate receipts. All distances are assumed to be via the most direct route.

4. Where the change in report base or transfer of work is inter-local / unit, an employee affected by the change may choose to accept the transfer under the appropriate conditions or such employee may elect to exercise their seniority rights within their local / unit as provided for under Article IX of the Collective Agreement.
5. When the change in report base or transfer of work is inter-local /unit and the employee affected by the change chooses not to accept the transfer to the new report base, the Company will consult with the appropriate Union representatives for the purpose of developing temporary arrangements for a period of up to six months in order to effectively carry out the work in the new location. Further consultation will be held with the Union prior to extending such temporary arrangements beyond the six-month period.
6. Employees affected by a change in report base or transferring with their work in situations involving inter-local / unit transfer will be placed in the new local / unit in the appropriate job classification with all their existing Union seniority and Company service.
7. Employees accepting an inter-local/unit transfer will retain bidding rights within their old local/unit for a period of three years from the effective date of the transfer. This bidding privilege will be retained, providing the employee does not receive any of the relocation assistance set out in this document or such employee does not bid and become the successful applicant for any posted vacancy within the new local/unit to which the employee has been transferred.

If an employee still qualifies for this bidding privilege at the expiry of this three-year period, the employee will be given one final opportunity to do so on the first vacancy occurring in the old local/unit after the termination of this three year period.

## **Letter of Understanding #14**

### **Change of Report Base (continued)**

8. Where the change in report base or transfer of work is intra-local, a volunteer from the classification / job, or failing a volunteer, the most junior employee in the classification/job in the report base from which the transfer is being made must accept the transfer to the new report base.
9. In all situations of change in report base or transfer of work, there will be prior consultation with the appropriate representatives of the Union. The Company acknowledges that failure to reach agreement with the Union regarding the change in report base or transfer of work could result in a grievance being filed by the appropriate local/unit.
10. It is acknowledged by the Union that the Memorandum of Agreement between the parties regarding the assignment of work across Union local jurisdictional boundary lines, as it exists from time to time shall have no application whatsoever to the subject matter of this arrangement and in the event of any conflict between this arrangement and the Memorandum of Agreement regarding jurisdictional boundary lines, this Agreement regarding change in Report Base/Transfer of work shall prevail.

#### **FOR THE UNION**

**D. Valente**

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CEPU National  
Representative

**J. Wilson**

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Local 8833 Waterloo  
Operations Unit

**F. Unternahrer**

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Local 914 Sarnia Operations  
and Clerical Units

**J. Galvin**

---

Local 8833 Hamilton  
Operations Unit

**L. Laird**

---

Local 8833 Clerical Units

**C. Petrucci**

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Local 8833 Brantford Call  
Centre Unit

## Letter of Understanding #14

### Change of Report Base (continued)

#### FOR THE UNION (continued)

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**G. Mahas**

Local 938 London  
Operations Unit

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**R. Mandryk**

Local 5 Simcoe Operations  
and Clerical Units

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**B. Price**

Local 999  
Production Unit

---

**G. Hewson**

Local 758 Windsor  
Operations Unit

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**D. Girardi**

Local 56 Brantford  
Operations Unit

---

**S. Haskell**

Local 938 London  
Clerical Unit

---

**B. McFadden**

Local 999 Chatham  
Operations and Clerical Units

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**B. Price**

For Local 999 Dunnville  
Operations Unit

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**M. Patry**

Local 758 Windsor  
Clerical Unit

#### FOR THE COMPANY

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**R. Cadieux**

Manager, Labour and  
Employment Relations

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**J. Green**

Director,  
Customer Care

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**J. McReynolds**

Manager,  
Labour Relations

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**P. Greco**

Dir, Dist. Const/Mtnce  
Process Improvement

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**D. Simpson**

General Manager, Storage  
and Transmission Operations

## **Letter of Understanding #15**

### **Contracting Out**

June 6, 2003

#### **RE: Contracting Out**

This letter is a follow-up to our discussions during the 1994 negotiations on the issue of contracting out of work presently being performed by bargaining unit employees. We recognize the current requirements on this issue under section 14.05 and this letter does not in any way alter any of those collective agreement requirements. It is understood that there is a value and benefit to the employee, the Company and the customer when:

- Employment security is enhanced by means of a productive, healthy and cost effective organization, and
- There is an improved understanding as to why contractors are utilized and how these actions can support employment security, and
- The Union and the Company work together to balance the interests of the customer, the employee and the Company regarding the issue of utilizing contractors

In accordance with the principles outlined above, the Company and the Union have agreed to exchange information and formally discuss issues related to the contracting out of work which is presently being performed by bargaining unit employees.

Terry Tippin  
Manager, Labour and Employment Relations  
Union Gas Ltd.

TT/pk

## **Letter of Understanding #16 Alternative Work Schedules**

June 6, 2003

### **RE: Alternate Work Schedules**

During the 1996 negotiations for the renewal of the existing Collective Agreements, the Union put forward a proposal on “standards for alternate work schedules”. Both the Union and the Company expressed interest in developing alternate work schedules that would better serve the needs and interests of our customers. In the negotiations for renewal of the Collective Agreements that expired December 31, 1999, “alternate work schedules” were again discussed and it was agreed by the parties to expand the hours of work that would be eligible for a shift premium.

In response to the Union’s proposal and their concern regarding obstacles to implementation of alternate work schedules, the Company agrees to the following:

- (i) The “hours of work” section in the Collective Agreements will remain unchanged.
- (ii) Alternate work schedules will be jointly developed and agreed to locally.
- (iii) Employees working on an alternate work schedule (e.g. 10 or 12 hours) will be paid for recognized holidays, bereavement and jury duty according to the regularly scheduled hours of the alternate work schedule (e.g. 10 or 12 hours).
- (iv) Shift premiums for alternate work schedules will apply to all hours worked on a regularly scheduled alternate shift (i.e. a shift other than those specified in the Collective Agreement) that ends after 6:00 p.m., at the appropriate E or M shift premium.

T. Tippin  
Manager, Labour and Employment Relations  
Union Gas Ltd.  
TT/pk

## **Letter of Understanding #17 Workforce Adjustments**

June 6, 2003

### **RE: Workforce Adjustments**

During the negotiations conducted in 1996 to renew the Collective Agreements, as a result of the Union proposal on job and bargaining unit security, the parties reviewed the then current provisions of the agreements and Letters of Intent, designed to protect the rights of employees in the event of a workforce adjustment. The Company indicated that although there are no plans to alter the workforce, it is acknowledged that it is not possible to predict the future.

In this context, and in recognition of the concerns expressed by the Union, the Company agrees that should a condition develop whereby it is determined by management that within a 30 day period, a significant work-force reduction is required, the Company will review the situation with the Union with a view to discussing the alternatives and reaching agreement on how the reduction can best be implemented to ensure a minimum impact on the employees involved.

Should there be no agreement within 30 days of the commencement of these discussions, the Company will utilize layoff or other procedures as provided in the Collective Agreement.

Terry Tippin  
Manager, Labour and Employment Relations  
Union Gas Ltd.

TT/pk



# **Letter of Understanding #18**

## **Banking of Overtime Hours**

June 6, 2003

### **RE: Banking of Overtime Hours**

During the 1996 negotiations, the Union submitted a proposal for “banking overtime”.

It was agreed as part of these negotiations that “banking overtime” as a concept could be implemented on a trial basis in all areas of the company under the following terms and conditions.

- (i) Employees will have the option of being paid for overtime hours worked at the applicable overtime rate or being paid for overtime hours worked at their regular rate of pay and “banking” an equivalent number of hours.
- (ii) The number of “banked” hours must not exceed twenty-four (24) hours at any time.
- (iii) The unused “banked” hours will be paid out at periods during the calendar year agreed to by both parties (e.g. six month period). Employees will be paid at their regular rate of pay for these hours.
- (iv) Employees must receive prior management approval to take time off using “banked” overtime hours. When approval is given, the employee will be paid for the scheduled time off at their regular rate of pay.
- (v) Management and Local Unit representatives will meet to discuss and mutually agree on the administration of the “banked overtime” process. It is agreed the trial period will be the term of the agreement.

Terry Tippin  
Manager, Labour and Employment Relations  
Union Gas Ltd.

TT/pk

## **Letter of Understanding #19**

### **Paid Education Leave**

March 11, 2021

#### **RE: Paid Education Leave**

During the negotiations for renewal of the Collective Agreement that expired December 31, 2017, the union requested and the Company agreed that effective upon ratification the Company discontinues its remittance of the below financial support towards the Unifor Health, Safety & Industrial Relations Training Fund and instead, effective upon ratification, the Company directs its financial support to the Unifor Paid Education Leave Fund for the term of the collective agreement.

The Company has agreed to continue its financial support to this fund for the term of the renewed Collective Agreement. This financial support will be \$15.00 per quarter for each active employee of Enbridge Gas Inc. who is represented by Unifor.



Chris Spence  
Labour Relations Manager



Dan Valente  
Unifor National Representative

## **Letter of Understanding #20**

### **Employment Security**

June 6, 2003

#### **RE: Employment Security**

During negotiations for renewal of the Collective Agreements that expired December 31, 1999, the parties discussed the Company's intention to implement a "work management" system. During these discussions, the Union raised employment security issues.

The Union and the Company have historically demonstrated the ability to jointly develop processes that address employment security issues within the workplace. As result of these negotiations, the Company, in conjunction with the Union, reaffirms its commitment to mitigate employee disruption or dislocation in the workplace by considering any or a combination of the following:

- Job sharing opportunities
- Employee retraining
- Unpaid leaves of absence
- Voluntary layoff with recall rights
- Reduced hours per week
- Employment Counselling
- Relocation Assistance
- Commuting Assistance
- Recall rights to former location
- Temporary assignments or project work
- Voluntary severance
- Enhanced layoff notification

Further, the Company and the Union may explore other opportunities that are appropriate to mitigate employee disruption or dislocation.

Terry Tippin,  
Manager, Labour and Employment Relations  
Union Gas Ltd.

# **Letter of Understanding #21**

## **Local 8833 Recognition**

May 23, 2003

### **RE: Recognition of Local 8833**

During the negotiations for the renewal of the Collective Agreements that expired December 31, 2002, the Union proposed the merger of Locals 236, 633-0 and 888. The Company has agreed to recognize the preceding Locals and Bargaining Units as Local 8833 and to acknowledge the following administrative changes for the term of the renewed Collective Agreements, at which time this agreement will be reviewed.

In regard to this administrative merger of Locals, the following principles are agreed to:

- Each existing Bargaining Unit will continue to have a separate seniority list. There is no merger of seniority or Bargaining Units.
- This action will not serve to increase the number of Unifor representatives that participate in various meetings and committees, whether prescribed by the collective agreement or otherwise.
- This recognition of Local 8833 does not change, alter or affect the terms and conditions contained in the existing collective agreements between Unifor and Enbridge Gas Inc. except as noted below.
- The Company agrees that the Local 8833 Chief Steward may participate in Step 2 grievance meetings. It is also understood that meetings will be scheduled to minimize the amount of Company paid time required to attend these meetings.
- The Company agrees to recognize the President of Local 8833, and that this recognition will not generally affect the day to day communications between local management and local Bargaining Unit representatives.

## **Letter of Understanding #21**

### **Local 8833 Recognition (continued)**

- It is agreed that Local 8833 will be represented by four (4) representatives at the next negotiations for renewal of the Collective Agreements.

**T. Tippin**

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Manager, Labour and  
Employment Relations  
Union Gas Ltd.

**D. Valente**

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CEPU National  
Representative

## **Letter of Understanding #22**

### **Benefit Plan – Annual Review Meeting**

April 5, 2019

#### **RE: Benefit Plan – Annual Review Meeting**

The Company and the Union agree that the current employer/employee cost sharing percentage of 93% employer and 7% employee will be maintained during the life of the collective agreement. A review of the actual costs of the plan will be conducted on an annual basis and any adjustments will be effective at the time of the annual enrolment of the benefits program. A meeting will be held during the second quarter of the year to review the actual costs of the program.

The parties agree there is a shared responsibility to manage the significant increases being experienced in the Benefit Plan costs. To this end the parties have agreed to meet annually during the term of the Collective Agreement (2018 to 2020) for the purpose of:

- Reviewing the previous year's – actual benefit costs, employer / employee cost sharing, employee flex credits totals, benefit price tag selections, and enrolment statistics under the Benefit Plan;
- Discussing cost management opportunities;
- Discussing the content of employee education / information sessions that will be delivered by management, during the term of the Collective Agreement, prior to each annual Benefit Plan enrolment;
- Reporting to Benefits Management possible changes, cost management opportunities, and education / communication matters related to the Benefit Plan.

The parties agree that during the annual financial review of each previous year (comparing projected costs to actual cost), if the actual overall employee costs incurred exceeds 7% of the total benefit costs, the company will refund the excess costs to employees in the next annual re-enrolment. The details of how the excess employee costs are refunded will be determined and agreed to during the annual review meeting.

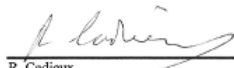
## **Letter of Understanding #22**

### **Benefit Plan – Annual Review Meeting**

#### **(continued)**

Union sign-off by Memorandum of Agreement will be required to implement any changes to the Benefit Plan content, not including administrative changes and procedures.

The annual meeting will be arranged by the Benefits Department and the participants will include up to three (3) active employees, and one (1) retiree representing Unifor, the Union's National Representative, and representatives of management.



R. Cadieux  
Manager, Labour Relations



D. Valente  
UNIFOR National Rep

# Letter of Understanding #23

## Meal Allowance

May 24, 2024

### **RE: Meal Allowance**

This letter was reviewed and adjusted during 2024 collective bargaining, to reflect payment of per diem in place of the former process for expensing meals.

1. Employees who are required to work unplanned overtime are eligible for a meal per diem of \$22.00. A meal allowance will be granted:
  - (i) After more than 2 hours beyond their scheduled hours of work; or 10 consecutive hours of work;
  - (ii) After more than 4 hours on a Company recognized holiday;
  - (iii) After more than 4 hours if called in on a scheduled day off;
  - (iv) Every 4 hours worked after scenario i, ii, or iii.
2. Employees who are required to travel for business are eligible for a per diem of \$22.00 per meal.
3. Employees who are provided a meal by the Company (or any other party) for any of the aforementioned criteria are not eligible for a meal per diem.



Rob Roca

Unifor National Representative



Chris Spence

Labour Relations Manager



# **Letter of Understanding #24**

## **Sick Pay / Vacation, Flex Days and Banked Time**

September, 2012

### **LETTER OF UNDERSTANDING**

**FOR ENBRIDGE GAS INC.**  
**("The Company")**

**AND**

**UNIFOR LOCAL 5, 56, 758, 914, 938, 999, 8833**  
**("The Union")**

1. A scheduled vacation day with pay, a scheduled flex day, or a scheduled lieu day shall be rescheduled with pay and the employee shall be paid sick pay benefits pursuant to Article 15 of the collective agreement subject to the following:
  - (a) The employee is ill on the vacation day(s), the flex day, or a scheduled lieu day;
  - (b) The employee would otherwise be entitled to sick benefits under Article 15 of the collective agreement if the vacation days, the flex day, or the lieu day had been treated as work days;
  - (c) The period of illness is three (3) or more consecutive working days and includes each vacation day, the flex day, or the lieu to be rescheduled;
  - (d) The employee provides satisfactory proof of illness for the period of illness claimed pursuant to 1(c) above;
  - (e) The employee attended a medical doctors office to be seen by the family physician or a physician in the Family Health Team, Nurse Practitioner or hospital emergency department the day of the commencement of the sickness or prior to the commencement of the schedule vacation, flex day or the lieu day;

## **Letter of Understanding #24**

### **Sick Pay / Vacation, Flex Days and Banked Time**

**(continued)**

- (f) The STD Group Claim Form was completed by a Qualified Health Practitioner which supports the disability and the claim is approved;
  - (g) The employee directly contacted their manager within one (1) working day of the initial visit to the Qualified Health Practitioner; and
  - (h) The flex day is rescheduled in the calendar year earned and local management may reasonably reschedule based on operational requirements. There is no carryover of flex days, in respect to sick leave.
  - (i) An employee's vacation entitlement is determined by service. The employee's service is not interrupted by a period of STD. In other words, the employee is treated as an active employee during all periods on STD for vacation entitlement purposes.
  - (j) In the event that an employee moves from STD to LTD after the date hereof, the period on LTD is considered as inactive and the employee's vacation entitlement in any calendar year in which the employee is not at work and on LTD is nil unless the employee was on STD during any part of the calendar year.
  - (k) After the date hereof, when an employee returns to active employment from LTD and has successfully completed any applicable work hardening program, they shall receive their full vacation entitlement for that calendar year.
2. Scheduled time off (banked time), will be returned to the employee's time bank and the employee shall be paid sick pay benefits pursuant to Article 15 of the collective agreement subject to the following:
- (a) The employee is ill during the scheduled time off;
  - (b) The employee would otherwise be entitled to sick pay benefits under Article 15 of the collective agreement if the time off had been treated as time scheduled to work;

## **Letter of Understanding #24**

### **Sick Pay / Vacation, Flex Days and Banked Time**

#### **(continued)**

- (c) The period of illness is three (3) or more consecutive days and includes the schedule time off to be returned to the employee's time bank;
  - (d) The employee provides satisfactory proof of illness for the period of illness claimed pursuant to 2(c) above;
  - (e) The employee attended a medical doctor's office to be seen by the family physician or a physician in the Family Health Team, Nurse Practitioner or hospital emergency department the day of the commencement of the sickness or prior to the commencement of the scheduled time off;
  - (f) The STD Group Claim Form was completed by a Qualified Health Practitioner which supports the disability and the claim is approved;
  - (g) The employee directly contacted their manager within one (1) working day of the initial visit to the Qualified Health Practitioner; and
3. In the event that a recognized holiday falls during a period of absence from work for which an employee is receiving indemnity under the Sickness and Accident Insurance Plan the following shall apply:
- (a) The employee shall be paid the greater of sick pay or the holiday allowance set out in the collective agreement provided the employee otherwise satisfies the qualifications for the payment of the allowance;
  - (b) An employee paid the holiday allowance pursuant to (a) above shall not be paid insured sick pay for the recognized holiday;
  - (c) If the employee does not otherwise satisfy the qualifications for payment of the holiday allowance, and accordingly, is not entitled to the allowance pursuant to (a) above, the employee shall be paid insured sick pay for the holiday.

## **Letter of Understanding #24**

### **Sick Pay / Vacation, Flex Days and Banked Time**

**(continued)**

4. Where a holiday falls on a Saturday or Sunday and an office closure date is declared, an employee who is scheduled to work on the office closure date but who is ill, will receive sick pay at the appropriate level and holiday pay entitlement (i.e. previously elected holiday pay or a future paid lieu day). An employee who is not scheduled to work on the office closure date but is ill that day, shall not receive sick pay but will receive holiday pay entitlement only.

# **Letter of Understanding #25**

## **Travel Time for Training and Meetings**

### **Travel Time for Training and Meetings**

#### **With Respect to Enbridge Gas Inc. and Unifor South and North Collective Agreements**

#### **Effective April 17, 2014**

April 17, 2014

Employees will be paid for travel time to attend training sessions and company meetings on the basis below. This letter applies to job related training and to other matters such as Company meetings and safety meetings/training.

Time spent travelling to attend Company mandated training and mandated company meetings shall be considered hours worked on the understanding that where travel time hours cause an employee to incur overtime, the premium pay will be double time. Overtime is defined in the applicable collective agreements.

Travel time outside of regularly scheduled hours to training or company meetings will be paid by accessing Google Maps and inputting the report base of the employee and the ending location of the company training or meeting. The shortest time will be the approved travel time. An additional 10% (in minutes) will be added to the approved travel time to determine the applicable time to cover the distance between both locations and will be paid at double time where applicable as indicated above.

In calculating hours worked, the actual time spent in training or company meeting and the above standard travel times will apply.

**Robert Cadieux**  
\_\_\_\_\_  
Manager, Labour and  
Employment Relations

**B. Teran**  
\_\_\_\_\_  
Unifor National  
Representative

# **Letter of Understanding #26**

## **Leave of Absence to Work for Unifor National**

### **Leave of Absence to Work for Unifor National**

#### **With Respect to Enbridge Gas Inc. and Unifor South**

#### **Effective April 17, 2014**

April 17, 2014

Employees who request time off to work for Unifor National Office will be granted a leave of absence, provided in the opinion of management, company operating conditions permit. The leave of absence will be governed by the following terms:

- The leave will be related to a Unifor assignment;
- The employee will be maintained on their current payroll and benefits that are applicable;
- The benefits and pension during the leave period will be governed by the plan document;
- The leave will not exceed 6 months in duration and;
- The union will reimburse the company within 30 days of the billing date for all costs associated with maintaining the employee's pay and benefits.

**Robert Cadieux**  
\_\_\_\_\_  
Manager, Labour and  
Employment Relations

**B. Teran**  
\_\_\_\_\_  
Unifor National  
Representative

## **Letter of Understanding #27**

### **Pension & Benefit Harmonized Plan**

April 5, 2019

#### **RE: Pension & Benefits Harmonization Plan**

The Company and Union agree that members who participate in the Choices DB Buy-up pension plan as of the date of notice of ratification will be granted 5 (five) additional flex days each year commencing in 2021, which will be converted into a 2% pension credit which will offset the 5% required pension contribution in the harmonized DB pension plan. Additionally, these members who participate in the Choices DB Buy-up pension plan will have the opportunity commencing in 2021, to contribute up to 3% of optional Additional Voluntary Contributions (AVC) into the new harmonized DB pension plan.

- Effective Jan 1, 2021, these Choices DB Buy –Up pension plan participants will transition to the Harmonized Pension Plan.
- These Choices DB Buy-Up pension plan participants will contribute 2% of their base wage to the Harmonized Pension Plan.
- These Choices DB Buy-Up pension participants will be granted 5 (five) additional flex days each year which will be converted into a 2% contribution to the Harmonized Pension Plan.
- These Choices DB Buy-Up pension participants will receive pension credit of 1% of base earnings that shall be contributed to the Harmonized Pension Plan.
- These Choices DB Buy-Up pension participants will have the opportunity to contribute up to 3% of their base annual earnings as optional additional voluntary contributions (AVC) into the Harmonized DB Pension Plan.
- Existing Choices DC Core and DB Core pension plan participants who elect to transition will participate in the Harmonized Pension Plan on Jan 1, 2021.
- Existing legacy pension plan participants shall transition to the Harmonized Pension Plan as of Jan 1, 2021.

## **Letter of Understanding #27**

### **Pension & Benefit Harmonized Plan (continued)**

- Employees hired before Jan 1, 2021 shall select a pension from the Choices pension plan. These employees shall transition to the Harmonized Pension Plan as of Jan 1, 2021.
- Reference the attached South Additional Voluntary Contributions (AVC) Summary.

The Company and Union agreed that ratification by bargaining unit employees will take place after a decision of the AVC is made by the Enbridge Board of Directors, which is scheduled on May 7, 2019.

#### **SOUTH Additional Voluntary Contributions (AVC) Summary**

##### ***Additional Voluntary Contributions***

*Previously available to DB Buy Up Members Only*

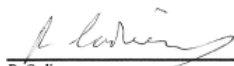
Effective August 1, 2022. Employees participating in the harmonized pension plan will be eligible to contribute to the additional voluntary contribution account. Participation in the additional voluntary contribution option will be governed by the terms and conditions set forth in the respective plan documents/texts. Plans and policies will be made available for inspection by the union.



## Letter of Understanding #27

### Pension & Benefit Harmonized Plan (continued)

AVC Contributions	<ul style="list-style-type: none"> <li>• Employees contribute annually up to 3% of base pay</li> <li>• AVC contribution is reported as a Pension Adjustment each year</li> <li>• Enbridge to establish administrative requirements for timing and frequency of elections as well as increments permitted (ex. 1%, 2%, or 3%)</li> </ul>
During Working Years	<ul style="list-style-type: none"> <li>• AVC contributions deposited to pension plan and invested in the same manner as DB plan</li> <li>• AVC contributions accumulate with the return on DB investments, net of expenses (recordkeeping consistent with employee required contributions)</li> </ul>
Leave Before Age 55	<ul style="list-style-type: none"> <li>• Refund of accumulated balance in AVC account, payable to an RRSP (or taxable cash)</li> </ul>
Leave after Age 55	<p>Employee choice:</p> <ul style="list-style-type: none"> <li>• Refund of accumulated balance in AVC account, payable to an RRSP (or taxable cash);</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• Use AVC balance to purchase additional lifetime DB pension using a going-concern basis               <ul style="list-style-type: none"> <li>– Additional lifetime pension paid in same form as the DB pension</li> </ul> </li> </ul>

  
 R. Cadieux  
 Manager, Labour Relations

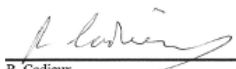
  
 D. Valente  
 UNIFOR National Rep

## **Letter of Understanding #28**

### **Union's Right to Operate its Affairs & Delegate Representatives**

April 17, 2018

The Company recognizes the Union's right to operate its affairs and delegate representatives to act on its behalf. The Union recognizes the Company's right to engage bargaining unit employees in Company initiatives. The Company will notify the Local(s) President of these initiatives.



R. Cadieux  
Manager, Labour Relations



D. Valente  
UNIFOR National Rep

## Letter of Understanding #29

### Unifor Social Justice Fund

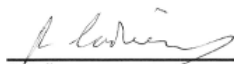
February 7, 2019

#### **RE: Unifor Social Justice Fund**

The Company agrees to an annual lump sum contribution which will total \$15,000 to the Unifor Social Justice Fund. It is understood this Fund is a registered non-profit charity which contributes to the Canadian and international non-partisan, non-governmental relief and development organizations.

Unifor Social Justice Fund  
115 Gordon Baker Rd  
Toronto, ON M2H 0A8

The Union will provide the Company with a charitable receipt on an annual basis for the lump sum contribution.



R. Cadieux  
Manager, Labour Relations



D. Valente  
UNIFOR National Rep

# **Letter of Understanding #30**

## **Severance**

February 6, 2019

### **RE: Severance**

#### **1. Severance**

It is understood and agreed that an employee in a job identified as redundant, and where no redeployment option is available will be eligible for severance pay of two (2) weeks based on regular pay per year of completed continuous service to a maximum of fifty-two (52) weeks and a minimum of six (6) weeks. In addition, employees who are fifty (50) years of age or more at the time of the layoff, will be entitled to an additional eight (8) weeks of pay. Severance pay will be paid as a lump sum. An employee who is fifty-three (53) years of age or more at the time of layoff will have the option to take the severance pay as salary continuance. Eligible employees who elect this option will be paid an amount equal to their base rate of pay, for the approximate number of weeks based on the severance formula. As a condition of accepting this severance pay, the employee will resign from the Company and waive any seniority or recall rights.

#### **2. Voluntary Severance**

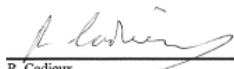
It is understood and agreed that within the job classification of an employee whose position has been declared redundant, and is about to be laid off, that employee and others in their job classification may offer to take severance and resign from the Company based on the terms and conditions of #1 above. The Company may accept a resignation but only if the affected employee is qualified and willing to take the opening created by the employee resigning. If more resignations are offered than required, seniority governs subject to the foregoing. The Company will co-operate with requests to assist employees in maximizing RRSP retiring allowance provisions with respect to the final payment of severance. The Company will give consideration to providing severance to non-affected employees on a case by case basis.

## Letter of Understanding #30

### Severance (continued)

#### 3. Terms & Conditions

The terms and conditions of this letter of understanding will remain in force from the date of ratification to the expiry date of the collective agreement.



R. Cadieux  
Manager, Labour Relations



D. Valente  
UNIFOR National Rep

# Letter of Understanding #31

## Climate Change


September 21, 2021

### **RE: Climate Change**

Concerns about climate change are legitimate, and both the Company and the Union share those concerns. As the world transitions to lower-carbon energy sources, we're leveraging our assets to play a leadership role in climate change issues, while also satisfying the worlds growing energy demands. Sustainability is an important concept at Enbridge. Our environmental, social and governance (ESG) goals represent the next stage of our evolution as an ESG leader and help ensure we're positioned to grow sustainably for decades to come.

The Company will continually need to change in order to pro-actively respond to changes in our business environment. The Company recognizes that these changes impact employees and are committed to working with the Union to assist employees to adapt to these changes and to provide them with enhanced personal security. The Company recognizes that enhancing personal security facilitates enhanced employee contribution and satisfaction.

This commitment includes but is not limited to: providing timely and full information on anticipated and planned changes; providing access for all employees to training which assists them in dealing with change(s).



Chris Spence  
Labour Relations Manager



Dan Valente  
Unifor National Representative

## **Letter of Understanding #32**

### **Job Posting and Filling of Vacancies**

April 4, 2022

#### **RE: Job Posting and Filling of Vacancies**

Members of Local 8833 Office will be entitled to post on vacancies within the applicable Local 8833 BCC as per article 10.03 in the office Collective Agreement. This right will be granted only if there has been no successful applicant for the vacancy within Local 8833 BCC unit. An employee will be excluded from this language if management has initiated or is currently managing a performance improvement concern.



Chris Spence  
Labour Relations Manager



Dan Valente  
Unifor National Representative

[illegible]



## Notes

[illegible]

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## Notes

[illegible]