

# Collective Agreement

Between  
Enbridge Gas Inc.  
And  
Unifor Local 975



**UNIFOR**

January 1, 2020  
To  
December 31, 2022

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# Article 1

## Recognition

- 1.01 Enbridge Gas Inc. hereinafter referred to as the Company recognizes UNIFOR Local 975, hereinafter referred to as the Union, as the sole bargaining agent for:
- A) All clerical and laboratory employees, save and except Niagara Region non-operating employees, supervisors, those above the rank, residential/commercial sales associates, energy management consultants, account associates, secretaries to department managers, those above that rank, those employees in the Human Resources, Budget, Regulatory Affairs and Corporate Affairs departments.
  - B) All operations employees save and except supervisors, those above that rank and those working out of the Grimsby office.
  - C) All clerical employees who normally work twenty-four (24) hours per week or less in the Central Region defined as all work locations located in the greater Toronto franchise area including Peterborough and Barrie, of Enbridge Gas Inc., save and except supervisors, those above that rank, residential/commercial sales associates, energy management consultants, account associates, secretaries to department managers, those above that rank, those employees in the Human Resources, Budget, Regulatory Affairs and Corporate Affairs departments.

## Article 2 Union Management Co-Operation

- 2.01 Conferences between the Company representatives and the negotiating committee to discuss matters other than grievances shall be called when mutually agreed upon. Matters to be discussed at any such conference shall be listed in an agenda to be supplied by the party requesting the conference to the other party not less than forty-eight (48) hours before the time for which the conference is arranged.
- 2.02 The Union Safety representatives may request meetings with Company Safety representatives and, sufficient notice having been given, such meetings shall be held as soon as possible thereafter. Either party or both parties may make recommendations to their principals, and pass on information resulting from these meetings.
- 2.03 The parties agree that the "Involvement Philosophy Statement" will be used to strengthen the relationship and reflect the way in which the parties will work together in the future. (See Letter of Understanding)
- 2.04 The Company and the Union recognize the importance of a strong commitment to the Health and Safety of its work force and therefore agree and commit to the following:
- A) Compliance with a standard that, as a minimum, meet all applicable laws and regulations as of April, 1998, and reflect applicable industry standards.
  - B) That the Company will provide and maintain a safe and healthy work environment, safe equipment and will follow operating practices that will safeguard all employees and the public.
  - C) The elimination of the source of dangers to the health, safety and physical well being of its employees is of paramount importance.

## Article 2 Union Management Co-Operation (continued)

- D) That procedures are in place to ensure the efficient delivery of, and accessibility to, Health and Safety Training.
  - E) That the Company and the Union will work together to ensure all employees are aware of their rights and obligations with respect to these commitments.
  - F) That unacceptable performance of health and safety responsibilities will not be tolerated.
  - G) Development and communication of a Safety Management System.
- 2.05 The Company and the Union also recognize the importance of Joint Health and Safety Committees, comprised of knowledgeable employees, to achieving these commitments and agree to ensure that the committees have the necessary support to fulfill their role.
- 2.06 There shall be no discrimination by the Company, the Union or its members against any employee because of age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed, disability, family status, marital status (including single status), gender identity, gender expression, receipt of public assistance (in housing only), record of offences (in employment only), sex (including pregnancy and breastfeeding), and sexual orientation as defined in the Ontario Human Rights Code.
- 2.07 The Company and Union are committed to providing a workplace free of harassment, bullying and violence. In accordance with the Company's Respectful Workplace Policy, the Local 975 Chair will be advised of any investigation involving a member of the Bargaining Unit. The Local 975 Unit Chair or designate, who shall be from the Bargaining Unit, must be present at any investigation meeting involving a member of the Bargaining Unit. A copy of all investigation meeting(s) notes and report shall be provided to the Local 975 Unit Chair involving a member of the Bargaining Unit.

### **Article 3**

#### **Reservations to Management**

- 3.01 The Union recognizes the right of the Company to operate and manage its (the Company's) business in all respects.
- 3.02 The right to hire, manage the working force, and maintain order and efficiency is the exclusive responsibility of Management, provided there is no conflict with the terms of this Agreement.
- 3.03 The right to promote and the right to discipline and discharge for cause are likewise the exclusive responsibility of Management, provided that claims of discriminatory promotions and wrongful or unjust discipline or discharge shall be subject to the grievance procedure herein provided.

### **Article 4**

#### **Strikes or Lockouts**

- 4.01 The Union and the Company recognize their respective and unusual responsibilities to the public constantly being served by the Company and therefore, pledge that there shall not be any resort to lockouts, strikes or any other collective action which will interfere in any way with the gas supply, production distribution or utilization during the term of this Agreement.

## **Article 5**

### **Check-off of Union Dues**

- 5.01 The Company agrees that a check-off of the union dues shall be made on a bi-weekly basis from the salary of all union members and that dues will commence from the first week of employment for all new employees.
- 5.02 The Union shall notify the Company of the amounts of dues on the effective date of this Agreement. Such amounts shall be subject to change at the request of the Union once each three-month period during the life of this Agreement. Such deductions will be remitted to the Secretary-Treasurer of the Union within one week of the deduction and shall be accompanied by a list of the employees from whom the deductions have been made and their addresses will be forwarded to the Treasurer of the Union. Such deductions will be remitted into the Unions account.
- 5.03 Upon not less than 30 days' notice from the Secretary-Treasurer of the Union, the Company shall check off a special assessment of one or more weeks' duration from the salary of all Union members, no more than once in each three month period during the term of this Agreement, provided that a copy of the minutes relating assessment, certified by the Secretary of the Union, is forwarded with the requests. Such deductions will be remitted into the Unions account within one week of the deduction.

## **Article 6**

### **Union Security**

- 6.01 Employees covered by the terms of this Agreement who enter the Company's service shall, as a condition of continued employment, become members of the Union and remain members in good standing in accordance with the constitution and by-laws of the Union for the duration of this Agreement.
- 6.02 An employee elected or appointed to a full-time office in the Union which requires a continuous and extended absence from regular work, shall upon written application therefore, be granted such leave of absence without pay, and without loss of seniority for such time as the office is held, to a maximum leave of two years, after which further leave may be granted at the discretion of the Company. It is the condition of reinstatement to their former position that the employee apply therefore within thirty (30) calendar days after the expiration of this term of office with the Union, and that they are competent to perform the work.
- 6.03 Members of the Union when delegated or elected to transact bonafide business pertaining to the Local Union, shall upon written application therefore made at least forty-eight (48) hours prior, be granted time off without pay.
- 6.04 With respect to business pertaining to Unifor the Union leaves will be granted provided 14 days' notice given. In the event that leaves of absence granted under this clause unduly interfere with the operation of a department, the Company and the Union shall discuss possible alternate arrangements; however, failing to agree on alternate arrangements, said leaves of absence shall not be withheld.

If a substitute is agreed upon as an alternate arrangement the substitute shall receive the same pay as the absent employee would have received. There is commitment not to interfere with operations.

## **Article 6**

### **Union Security (continued)**

- 6.05 The Company agrees that no employee shall suffer loss of normal salary while attending Company - Union meetings.
- 6.06 The Company and the Union agree that there will be no discrimination against employees due to union involvement.
- 6.07 The Company recognizes the Local Union shall require a full-time officer. The terms and conditions are documented in an attached Letter of Understanding #5.
- 6.08 The Company shall recognize Stewards, appointed by the Union. The Union shall provide the Company with an up to date list.
- 6.09 The Company agrees to provide bulletin boards, for the posting of Union notices. It is understood that a copy of these notices shall be submitted to the Human Resources Department prior to posting.
- 6.10 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 Local 975 Unit Chair of such initiatives.

## **Article 7**

### **Negotiating Committee**

- 7.01 The Company agrees that a Negotiating Committee not to exceed ten (10) in number, selected by the Union, shall be recognized as the authorized representatives of the employees on any proposed renewal or revision of this Agreement. This committee may be augmented by representatives of Unifor the Union.



## Article 8 Duration of Agreement

- 8.01 This Agreement shall become effective on January 1, 2020 and shall remain in effect until December 31, 2022, and thereafter shall continue in effect until one party hereto notifies the other party within sixty (60) days of the anniversary date of this Agreement or any extension thereof that such party elects to modify or amend this Agreement.
- 8.02 Notice of termination, addition to, or revision of any or all of this Agreement's provisions require that negotiation on such proposals commence no sooner than ten (10) days after December 1, 2022.
- 8.03 Should this Agreement be allowed to continue in effect automatically after December 1, 2022 any or all of its provisions may be terminated at any time thereafter on two (2) months' notice by either party thereto, negotiations commencing no sooner than ten (10) days and no later than thirty (30) days from date of such notice.
- 8.04 All Appendices to this Agreement shall form part of this Agreement.

## Article 8 Duration of Agreement (continued)

### For The Union

*Dan Valente*

Dan Valente

*Doug Carter*

Doug Carter

*Mark Mullan*

Mark Mullan

*Angelo Cigna*

Angelo Cigna

*Peter Pirillo*

Peter Pirillo

*Lynn Knowlton*

Lynn Knowlton

*Juliana Laforges*

Juliana Laforges

*Marjorie Harling*

Marjorie Harling

### For The Company

*Chris Spence*

Chris Spence

*Annette Carr*

Annette Carr

*Steve McGiverny*

Steve McGiverny

*Tracey Teed-Martin*

Tracey Teed-Martin

*Dean Dalpe*

Dean Dalpe

*Hilary Thompson*

Hilary Thompson

*Debbie Brault*

Debbie Brault

*Ryan Stelmaschuk*

Ryan Stelmaschuk

*Tyler Brady*

Tyler Brady

## **Article 9 New Employees**

- 9.01 New employees shall be considered to be on probation until they have completed three (3) months of continuous service. Probationary employees have no rights under the collective agreement except for hours of work, rates of pay and statutory holidays. This three-month period may be extended by a maximum of three (3) months by agreement between the Company and the Union. The Company will notify the Union in writing of any termination of a probationary employee.

## **Article 10 Seniority**

- 10.01 The purpose of rules respecting seniority is to give employees an equitable measure of security based on length of service with the Company.
- 10.02 Upon completion of the probationary period, seniority shall become effective for new employees from the date of entry into the service of the Company.
- 10.03 For full time exempt, temporary and part time exempt employees entering the bargaining unit, seniority with respect to job postings and layoff will be calculated from the date of entry into the Bargaining Unit, unless otherwise negotiated.
- 10.04 Seniority shall not be broken by leave of absence in writing granted by an official of the Company or by illness attested to by a physician's certificate.
- 10.05 Seniority shall be lost for any of the following reasons:
- A) if the employee voluntarily leaves the employ of the Company;
  - B) if the employee is discharged and is not reinstated pursuant to the provisions of the grievance procedure;
  - C) in the event of a lay-off for a period of twenty-four (24) consecutive months;
  - D) if an employee voluntarily leaves Local 975 for a period of twenty-four (24) consecutive months;
  - E) is absent from work for a period of ten (10) working days without satisfactory notification to the Company. This shall be deemed a voluntary resignation. Circumstances beyond the control of the employee will be taken into consideration. The Union will be notified after five (5) days of no report.
- 10.06 Officers and Shop Stewards of the Union, during their terms of Office in the Union, shall head the seniority list. This clause will not apply when considering seniority for promotion or vacation.

## **Article 10**

### **Seniority (continued)**

10.07 Unit seniority lists showing company seniority, and identifying unit seniority (if applicable) shall be posted on all bulletin boards and a copy sent to the secretary of the units. This list shall be revised every six (6) months.

## **Article 11**

### **Job Postings**

- 11.01 The Company will determine when a vacancy exists. The vacancy will be filled in the following order:
1. Post the job vacancy Company wide, for a period of seven (7) days. Where qualifications are equal, the applicant with the most seniority shall be awarded the position.
  2. The Company will hire externally.
- 11.02 Within ten (10) working days of such original posting, the Company will post the notice indicating the successful applicant for the position. The Union will be advised of all the applicants.
- 11.03 Applicants for positions below Range 7 received from employees who were accepted for their current position within six (6) months prior to the date of any posting for which they may apply, will be accepted at the sole discretion of the Company. Unless such application is accepted, these employees will be ineligible for posting purposes under this article. Acceptance of applications will not be unreasonably denied.
- 11.04 In the event that a successful applicant proves unsuitable on a posted job, the Company will attempt to relocate the employee to a suitable position.
- 11.05 Any unsuccessful applicant, whose seniority is greater than the successful applicant has the right to apply for an opportunity to demonstrate their ability, provided the application is made within seven (7) calendar days following written notice that the applicant was not accepted. Any decision made for filling of such vacancies inconsistent with this article would be subject of a grievance and processed under the grievance procedure. The unsuccessful applicant with seniority may request and will be advised of the reasons they were not accepted.
- 11.06 Gas Technicians filling Labourer vacancies will carry their rate to the new job.

**Article 11**  
**Job Postings (continued)**

- 11.07 A vacancy in a permanent position may be filled for a period of thirty (30) working days. An employee so transferred will receive the higher rate of pay.
- 11.08 A temporary employee hired on contract to fill a temporary position shall be laid off in accordance with the conditions stated above.
- 11.09 Time periods may be extended by mutual agreement.

**Article 12**  
**Temporary Employees**

- 12.01 Temporary employees have no rights under this collective agreement except for hours of work, rates of pay and statutory holidays, and the grievance procedure as it relates to these issues.

## **Article 13**

### **Layoff/Recall**

- 13.01 In the event of a lay-off the principle of seniority shall apply.
- 13.02 In the event of a lay-off the Company and the Union will endeavour to place displaced employees in other jobs. The Company shall give the employees who are subject to lay-off and the Union sixty (60) days notice.
- 13.03 Employees in the job concerned shall be given lay-off notice. An employee with seniority who is laid off in their unit can displace an employee with less seniority provided the employee is qualified to perform the job.
- 13.04 If a change in methods or operations occurs which may result in the lay-off of employees, the Company agrees to, in consultation with the Union, make a reasonable effort to train and adapt such employees in the operation of the new equipment or methods.
- 13.05 Employees who are laid-off will be retained on a recall list, and will maintain and accrue seniority, if not on lay-off for more than twenty four (24) months. When work is available, employees on the recall list will be recalled in order of seniority of their unit, provided that the employee to be recalled is qualified and able to do the work.
- 13.06 Notice of recall to work shall be directed by registered mail to the employee's last known address, unless he/she has received prior notice by telephone which will be confirmed by registered mail. It shall be the employee's responsibility to keep the Company informed of his/her address.
- 13.07 The recalled employee must notify the Company of his/her intention to return to work within five (5) days of the date of recall notice, and must return to work within ten (10) working days of date of recall notice or make alternate arrangements satisfactory to the Company.

## **Article 13**

### **Layoff/Recall (continued)**

- 13.08 An employee who refuses recall to a job will not lose seniority, but will lose future claim to the job which he/she has refused to accept.
- 13.09 Prior to re-employment, employees in order of seniority who have bumped into other positions shall be given the first opportunity to return to their previous position when a vacancy occurs.
- 13.10 An employee impacted by redeployment or displacement that results in a lower rated position, shall maintain their current rate of pay [including any premiums] for the following periods;
- A) A period of three [3] years, or
  - B) Until such time as the actual wage of the position catches up to their wage.
- Employees receiving a maintenance of basic rate of pay will be required to post for all higher rated positions for which they are able and qualified for in their work location. Failure to post for such a position will result in the loss of the maintenance of rate.

## **Article 14**

### **Employees Benefits**

- 14.01 **Benefit Coverage**  
The Company agrees to provide pension and welfare benefits as described in the Company Booklets, benefit plan documents or policies of insurance for the duration of the Agreement.
- 14.02 **Pension Plan**  
The terms of the Pension Plan form part of this Agreement. All employees must enroll in the Pension Plan in accordance with its terms and conditions.
- 14.03 **Hospital, Surgical, and Medical Benefits**  
Employees will be eligible to enroll in the Flexible Health benefits plan for employees and their dependants, effective upon their date of hire.  
  
Employees will be eligible to participate in the company Flex benefit plan coverage as described in the Company Booklets and benefit plan documents.
- 14.04 **Group Life Insurance**  
Employees must enroll in the Company's Group Life Insurance Plan, which will provide for the payment as described in the policy, to the beneficiary in case of the death of a participating employee. Employees will eligible effective upon their date of hire.  
  
An employee may elect to apply for Optional Life Insurance coverage in accordance with the terms and conditions of the Life Insurance Plan and the Company Booklets and benefit plan documents. Such optional life insurance will become effective after the carrier receives the evidence of insurability information.  
  
An employee may elect to apply for Optional Dependent Life Insurance to insure a spouse and each dependent child in accordance with the terms and conditions of the Life Insurance Plan and the Company Booklets and benefit plan documents. Such optional insurance shall be effective after the carrier receives the evidence of insurability information.

## **Article 14**

### **Employees Benefits (continued)**

- 14.05 **Dental Plan**  
Employees will be eligible to enroll in the Flexible Dental benefits plan for employees and their dependants, effective upon their date of hire  
  
Employees will be eligible to participate in the company Flexible Dental plan coverage as described in the Company Booklets and benefit plan documents.

**Article 15**  
**Sick Benefits**

- 15.01 Eligible employees will receive Short Term Disability Benefits in accordance with the terms and conditions outlined in the STD Plan Text, a copy of which has been supplied to the Union. The STD plan forms part of this Collective Agreement.
- 15.02 An employee will be eligible for Short Term Disability Benefits effective upon their date of hire.
- 15.03 The Company reserves the right to demand reasonable proof of illness before paying any benefits. The Company will reimburse the cost of any medical certificate requested.
- 15.04 An employee absent on account of illness or accident shall receive basic pay from the first day of absence. Short Term Disability benefits will be paid in accordance with the following schedule for any one illness or accident.

Service	STD Benefit
Less than one (1) year	Full pay for 6 weeks – 60% pay after 20 weeks
1 year to 5 years	Full pay for 6 weeks – 60% pay after 20 weeks
5 years to 10 years	Full pay for 13 weeks – 60% after 13 weeks
10 years and over	Full pay for 26 weeks

- 15.05 An employee who is absent on account of illness or other causes must notify the Company as directed on the inside front cover of this agreement prior to the start of such absence or as soon as physically possible indicating the duration and nature of such absence. In the case of failure to so report, the absence will be considered to commence only from the time that proper notification is received for the purpose of computing sick benefits under Article 15.4. If the original notification reported the absence to be less than one (1) week and subsequently such absence is extended, notification shall be given

**Article 15**  
**Sick Benefits (continued)**

- to the Company of such extension as soon as it is known. Employees must report progression of illness every seven (7) calendar days on an illness or disability extending over a period unless other notification is arranged with the employees' Supervisor.
- 15.06 An employee who is injured at work will receive a full days' pay for the day of the accident.
- 15.07 Employees incapacitated by reason of advanced age or general impairment of health for the efficient performance of their regular duties may be placed in any job they are capable of filling, regardless of seniority, by mutual agreement of the parties to this Agreement. Employees thus re-assigned to a lower classification shall be red-circled.

## Article 16 Annual Vacations

- 16.01 Employees with less than one (1) year's service by December 24 will be entitled to 1.25 days vacation for each complete month of service computed to June 30, to be taken within the calendar year.

New Hire Vacation Chart

Employee Start Date	Hired Year Vacation	Second Year Vacation
January 1	7.5	15
February 1	6.25	15
March 1	5	15
April 1	3.75	15
May 1	2.5	15
June 1	1.25	15
July 1	0	15
August 1	0	15
September 1	0	15
October 1	0	15
November 1	0	15
December 1	0	15
December 24	0	15

- 16.02 An employee will be entitled to three (3) weeks vacation with pay upon completion of one (1) full year of service prior to December 24, and provided such vacation is taken in the year in which it is due less any vacation credits received.

## Article 16 Annual Vacations (continued)

- 16.03 Employees who shall have completed ten (10) years or more of service prior to December 24 of the year in which it is to be taken shall receive four (4) weeks vacation with pay
- 16.04 Employees who have completed eighteen (18) years or more service to December 24 of the year in which the vacation is to be taken shall receive five (5) weeks' vacation with pay.
- 16.05 Employees who have completed thirty (30) years or more service prior to December 24 in the year in which the vacation is to be taken shall receive six (6) weeks' vacation with pay.

### **Vacation Schedule Effective January 1, 2018**

Years of Service	Vacation Days
0-9	15
10-19	20
20-29	25
30+	30

- The impact to note is that previously you would have reached 25 days at 18 years of service but based on the new schedule will reach this milestone at 20 years of service.
- To minimize this impact, all employees who have reached the 18 year milestone, or are within 24 months of reaching this milestone at January 1, 2018, will have their vacation entitlement grandfathered, meaning that they will still receive 25 vacation days starting in their 18th year.
  - Entitlement for these grandfathered employees will automatically be updated – no action by the employee is required.



## Article 16 Annual Vacations (continued)

### Prior Service Recognition

Effective January 1, 2018, we will recognize up to 10 years of relevant industry or discipline related prior work experience for the purposes of vacation eligibility for all employees. If you have prior service to be recognized, this may result in an increase to your current vacation entitlement. Vacation will be increased at the beginning of the calendar year in which the employee earns the higher benefit.

- 16.06 Vacation pay shall be based on the employee's weekly pay, shift premiums being excluded except for those employees on a permanent shift.
- 16.07 All deductions normally made from an employee's regular pay shall be deducted from the employee's vacation pay.
- 16.08 The holiday schedule shall be arranged by groups with proper regard for seniority and providing for the continuous and efficient operation of the department.
- 16.09 For planned vacation requests that occur in Q1 of the following Year (January to March), those requests are to be submitted by November 15th, the Company will respond (approve or decline) by November 30th.
- For those who request and are eligible for, a minimum of two (2) weeks vacation will be granted in any year between May 15th and September 15th. A department may require vacation requests to be completed by March 1st. In these instances, the vacation list will be posted by April 15.
- Such requests may be denied due to approved vacations schedules being posted and the continuous and efficient operation of the department. If an employee does not submit vacation requests during the two periods identified above, subsequent employee requests will be considered on a first come first serve basis. The Company will respond to these requests as soon as possible and no later than seven (7) calendar days of receipt of the request.

## Article 16 Annual Vacations (continued)

- 16.10 Employees who leave the Company's service before having received their annual vacation for the year in which they leave, will be paid vacations credits as follows:
- A) Less than one (1) year's service – four (4) percent of earnings from July 1 in the preceding year.
  - B) More than one (1) year's service but less than three (3) year's service – four (4) percent of earnings from July 1 in the preceding year.
  - C) Three (3) year's service or more – six (6) percent of earnings from July 1 in the preceding year.
  - D) Ten (10) year's service or more – eight (8) percent of earnings from July 1 in the preceding year.
  - E) Eighteen (18) year's service or more – ten (10) percent earnings from July 1 of the preceding year.
- 16.11 **Vacation Carryover**
- A) Each employee must take a minimum of two weeks vacation in each year. This would allow employees with greater than three years service by December 24 to carryover vacation to the next year. The maximum amount of vacation that can be carried over is two weeks.
  - B) All carryover vacation must be used first.
  - C) The carryover vacation must be used in the following year.
  - D) Scheduling of vacation for use of the carryover portion should be requested as early in the year as possible.
  - E) All carryover vacation requested to be taken must be by mutual agreement between the employee and supervisor.

**Article 16**  
**Annual Vacations (continued)**

- F) For the protection of employees who choose not to participate in the carryover process, all primary vacation requests will take precedence before carryover portions.
- G) Increments of weeks only will be normally be permitted to be carried forward.
- H) Vacation carried over cannot be “cashed” in. Only on termination will the outstanding vacation carried over be paid out.

**Article 17**  
**Public Holidays**

17.01 With respect to the following Holidays:

New Year’s Day  
Family Day  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

It is understood that employees, who have been employed for one (1) calendar month or more, shall receive a day off with pay for each of such holidays.

17.02 For time worked on a holiday recognized in this Agreement, an employee entitled to holiday pay shall receive double time for all hours worked, plus one days’ holiday pay or a day in lieu thereof as determined by mutual agreement with their supervisor. Lieu days to be taken within one (1) year of the actual holiday. If not taken within one (1) year, the Company will designate a lieu day.

17.03 Employees “called out” to work on a holiday recognized in this Agreement will be paid a minimum of four (4) hours at double time for the first such “call out” on a holiday. Subsequent “call outs” on a holiday will be paid at double time for hours worked.

17.04 When any of the above listed holidays falls within an employees vacation period or scheduled day off, such employee shall be granted an alternate day off with pay, within twelve (12) months, at a time mutually agreed upon between the employee and the supervisor.

## **Article 18 Floater Days**

- 18.01 The Company will recognize seven (7) days off at straight time in each calendar year (January 1 – December 31). These days will not be taken while on shift or standby. This restriction will not apply to permanent shifts.
- 18.02 Employees hired after January 1 in each year will be granted floater days on a prorated basis.
- 18.03 A) These days are to be arranged by mutual agreement between the employee and the supervisor.
- B) Floater time must be used in the calendar year that they are received, and cannot be carried over into the next calendar year. Employees who leave the Company's service before taking their floater days will not be entitled to have these days liquidated.
- 18.04 The Company agrees to two (2) additional floater days. One (1) effective immediately upon ratification (July 27, 2017), and one (1) effective January 1, 2019.

## **Article 19 Leave of Absence**

- 19.01 The Company may, at its discretion, grant a leave of absence with pay, to an employee for personal reasons.
- 19.02 Work and other operating conditions permitting, leave of absences not otherwise provided for will be given consideration. Such leaves of absence are to be without pay and will be deemed temporary leaves of absence.
- 19.03 An employee when called for jury duty or subpoenaed as a witness shall be paid full salary.
- 19.04 The Company will grant one (1) day leave of absence with pay to current and ex-servicepersons who attend Remembrance Day services or may be participating in Remembrance Day ceremonies.
- 19.05 An employee shall be granted at the time of their marriage three (3) days off with pay, provided the employee has completed three (3) months or more continuous service. If because of legal, landlord or other requirements an employee is required to change residence on a working day, the Company co-operates by providing a day off with pay. One (1) day off with pay in a twelve (12) month period is allowed for this purpose.
- 19.06 An employee shall be granted a day off with pay in order to attend their Canadian citizenship proceedings.

## **Article 20 Bereavement Leave**

- 20.01 An employee shall be allowed three (3) days with pay, if scheduled to work, in the event of death in the immediate family, i.e. brother, sister, spouse, parents, parent-in-law, child, son-in-law, daughter-in-law, grandparent, or grandchild or other relative living in the home of the employee. Time off shall not extend beyond two (2) days of the funeral.
- 20.02 Employees shall be allowed one (1) day off with pay for the purpose of attending the funeral of the employee's aunts, uncles, brother-in-law or sister-in-law.
- 20.03 At the Company's discretion, an employee shall be allowed one (1) day with pay where the deceased is not an immediate member of the family, but the relationship is close enough, and the attending circumstances such as to justify payment.

## **Article 21 General Clauses**

- 21.01 Employees shall be supplied with replacement of necessary tools, worn out, broken or lost doing Company work, subject to the approval of the Department Manager.
- 21.02 Clothing damaged or destroyed by other than normal use in the course of employment shall be replaced or repaired by the Company. For classifications that require a uniform, the Company at its discretion, shall provide one of the following services:
- A) The Company will provide a service for cleaning or repairing uniforms; or
  - B) A clothing cleaning allowance of \$2.50 per week will be given. The company will also make a washer and dryer available at each depot.
- 21.03 Construction employees working beyond the limits ten (10) km from their normal base of operations shall receive a mileage allowance in the amount as specified in the Transportation Policy Manual for all kilometers beyond this range, provided however, that the employee shall have started and/or quit at their regular starting or quitting time at the job location. The allowance will be based on the most direct route. If an employee is requested to work continuous with their regular working day beyond the normal quitting time at a job location, they shall be deemed to have complied with the intent of "regular quitting time" as outlined in this section. Construction employees required to work beyond fifty (50) kilometers from their normal base of operations shall receive a traveling time allowance.
- 21.04 Clerical and other operations employees temporarily transferred from their normal base of operations to another shall receive travelling time allowances for such period. Any additional travel expenses shall be paid as per the Transportation Policy Manual. Employees temporarily transferred from their normal base of operations to another shall receive travelling time allowances for such period. Any additional travel expenses shall be paid as per the Transportation Policy Manual.

## Article 21 General Clauses (continued)

- 21.05 Employees required to report at a regular starting time and place for a day's work, when conditions prevent work from being performed, shall receive a normal day's pay. Nothing in this section shall apply if and when employees are expressly ordered not to report to work. Nothing in this section shall apply under conditions where overtime rates are in effect.
- 21.06 Supervisors shall not perform work normally performed by employees in the bargaining unit unless it is for either of the following reasons:
- A) When instructing, assisting or training employees.
  - B) When an emergency occurs and it is necessary for the supervisor to act for the safety of personnel, safety of equipment, and the continuation or prompt restoration of operation.
- 21.07 Non-consecutive fifteen (15) minute break period(s) shall be allowed to all employees on each shift.
- 21.08 The Company shall reimburse an employee for their payment of licenses or certificates required to complete the normal duties of his job. The employees drivers license (all classifications) will be excluded from this article, however all medical documentation to acquire such licenses shall be reimbursed.
- 21.09 Where specific footwear is required by the Company as part of a uniform, the footwear will be provided by the Company.
- 21.10 The Company agrees to compensate any employee who stays out of town on Company business eighty (\$80) per overnight stay.
- 21.11 The Company agrees to make arrangements for single accommodations for an overnight stay and said accommodations will be billed directly to the Company.
- 21.12 Auto Mechanic/Heavy Equipment Tool Allowance \$600.00 to be paid out in May of each year.

## Article 22 Hours of Work

- 22.01 With the exceptions listed in the shift addendum clerical hours of work shall be a basic thirty five (35) hours per week between Monday and Friday, seven (7) hours per day and one (1) hour for lunch. These hours will be arranged between 7:00AM and 7:00PM. Any changes to hours for incumbents shall only be done by mutual agreement between the Company and the employee. When the change is over thirty (30) days the Union will be notified in writing.

Clerical Classifications that work 40 hours per week

- Dispatcher (WMC)
- Workload Coordinator
- Work Management Clerk
- Business Support Clerk

The Company agrees the following procedure will be put in place for Part-Time, PVH, and Full-Time Dispatch employees. This procedure will be reviewed on an annual basis by management and the union.

Dispatch schedules will be posted on a four (4) week rolling basis and will follow the procedure listed below.

- For vacation requests between May 15th and September 15th article 16.09 of the Collective Agreement will be followed
- Time off requests will be required five (5) weeks in advance on the Monday of that given week (example: Wednesday March 1, 2017 schedule is published, time off requests will be submitted by Monday January 23, 2017)
- To maintain the rolling four (4) weeks, we will publish an additional week every Wednesday
- Last minute requests will be declined unless extenuating circumstances (discretionary)

## **Article 22**

### **Hours of Work (continued)**

- 22.02 With the exceptions listed in the shift addendum operations hours of work shall be a basic forty (40) hours per week between Monday and Friday, eight (8) hours per day and one half (1/2) hour for lunch. These hours will be arranged between 7:00AM and 6:00PM. Any changes to hours for incumbents shall only be done by mutual agreement between the Company and the employee. When the change is over thirty (30) days the Union will be notified in writing.
- 22.03 The Union recognizes the requirement of maintaining quality customer service and will endeavor to cooperate with shift adjustments when required.
- 22.04 Employees for reason of impairment of health may apply to be excused from shift work and/or callouts.
- 22.05 A) For those employees in the Variable Hour Classification(s) within Operations Support, the hours of work (exclusive of meal period) shall be based on a variable workweek over twenty-four (24) hours and up to forty (40). The opportunity to work hours in excess of twenty-four (24) will be distributed as equitably as possible. A maximum of ten percent (10%) of the operations support positions may be in the variable hour classification.
- B) With the exception of the terms and conditions specified in Appendix "C" all other provisions of the Collective Agreement apply.
- 22.06 It is understood that there will be a standby requirement for emergency calls outside of the shift schedule. Volunteers from those qualified to do the work will staff standby. The Union recognizes that standby is required to maintain emergency coverage and will work with the company to ensure the standby needs are met.

## **Article 22**

### **Hours of Work (continued)**

- 22.07 Standby pay shall be 150% of one hour of the Operations Technician rate for each twenty-four (24) hour period of standby coverage. Standby pay for a public holiday shall be 300% of one hour of the Operations Technician rate for each twenty-four (24) hour period of standby coverage.

## Article 23 Overtime

- 23.01 All employees whose basic work week is thirty-five (35) hours shall be paid overtime in excess of the regularly assigned hours in any one (1) day or one (1) week on the basis of the regular rate of pay (straight time) calculated on an hourly basis, for the first five (5) hours in a week and double time thereafter.
- 23.02 All employees whose basic work week is forty (40) hours or more shall be paid overtime in excess of the regularly assigned hours in any one (1) day or one (1) week at the rate of double time calculated on an hourly basis.
- 23.03 Shift premiums or change of routine premiums will not be applied when calculating overtime.
- 23.04 Employees who work outside their regular assigned hours in any one (1) day or outside their regularly assigned number of days in any one (1) week shall be paid for such time at the rate of double time. An employee working on regular day(s) off may request and be given equivalent time off without pay in lieu thereof.
- 23.05 Employees who are required to work three (3) or more consecutive hours will be paid an amount equal to 35% of the Operations Technician 1 rate for a meal and each successive four (4) hours overtime an amount equal to 35% of the Operations Technician 1 rate for a meal.
- |              |   |         |
|--------------|---|---------|
| Jan. 1, 2020 | - | \$14.19 |
| Jan. 1, 2021 | - | \$14.47 |
| Jan. 1, 2022 | - | \$14.76 |
- 23.06 Employees who work three and one half (3½) or more hours overtime that is not continuous with their regular work period will be allowed an amount equal to 35% of the Operations Technician rate 1 for a meal.

## Article 23 Overtime (continued)

- 23.07 Any employee called out after the regular scheduled day will be guaranteed a minimum of three (3) hours at the applicable rate. Employees called upon to work two (2) shifts in any twenty-four (24) hour period shall be paid at overtime rates for the second shift, unless the second shift is called for by their regular work schedule, in which case it shall be paid for at straight time.
- 23.08 Overtime work shall be evenly distributed among those normally performing the same kind of work as far as possible. Overtime work will be done on a voluntary basis as far as possible.
- 23.09 The Company shall make every effort to ensure that:
- A) An employee shall not be required to work in excess of eight (8) hours overtime continuous with his/her regular shift.
  - B) An employee will have eight (8) hours off between shifts.
- 23.10 Employees "called out" to work will be paid an allowance for travelling time from leaving home to arriving on the job at the applicable overtime rate.
- 23.11 Employees temporarily transferred to another position will be governed by the regularly scheduled hours of work of the new position. Overtime rates will be paid only for those hours worked in excess of aforesaid schedule.
- 23.12 Employees may bank their overtime for future time off rather than receive monetary compensation according to the following guidelines. These are guidelines that may be amended with mutual agreement:
- A) Overtime banks will be calculated to the equivalent time earned for time off.
  - B) Employees can request a minimum of one half (1/2) a day.
  - C) Time off arrangements are by mutual agreement between the employee and the supervisor.

## **Article 23**

### **Overtime (continued)**

- D) Supper money will be paid when entitled at the time the overtime is worked.
- E) Payout of banked overtime will occur when an employee changes jobs, is terminated, or March 31 of the following year.

#### **Effective July 1, 2011**

Payout of banked overtime will occur when an employee changes jobs, is terminated, or at the end of the following quarter year period for banked time earned in the previous quarter (i.e. all unused banked time earned between January 1st and March 31st of each year will be liquidated on June 30th).

## **Article 24**

### **Disciplinary Action**

- 24.01 An employee will not be disciplined in a manner involving a suspension or dismissal without a formal review hearing, which will be conducted by a General Manager or their equivalent, at which time the employee shall have the assistance of up to three (3) Union representatives who shall be allowed to offer such arguments as they desire in defense of such employee. Union representatives will be given a minimum of 48 hours notice of hearing and will be provided with the details/ documents the Company is relying on with respect to the discipline.
- 24.02 In the case where an employee is dismissed or suspended for cause, the Company shall, within two (2) working days notify the Union in writing, giving the reasons for such actions, their extent and intended duration.
- 24.03 An employee with seniority claiming unjust discharge or suspension may submit a grievance within seven (7) calendar days of the imposition of the discipline. Such grievance shall commence at Step 2 of the grievance procedure.
- 24.04 The Company and the Union by mutual agreement may waive the time limits provided in the above section.
- 24.05 If a reprimand or notation is placed on an employee's record the employee shall receive a copy of the reprimand or notation and the Union will be promptly notified.
- 24.06 A notation placed on an employees file shall be removed after two (2) years provided no further notations have been placed on the file.



## **Article 25 Grievance Procedure**

- 25.01 A grievance may arise only from a dispute concerning the interpretation, application or administration of alleged violation of this agreement. An earnest effort will be made on the part of both parties to settle such a grievance promptly through the following steps.
- 25.02 Step 1. If an employee has a grievance, the first step is to advise the appropriate supervisor/ Manager within seven (7) calendar days of the employee being aware of the act originating the grievance and if desired may have the assistance of a Steward. If a settlement is not arrived at within five (5) calendar days the employee may proceed to the next step.
- 25.03 Step 2. If the grievance is not settled in Step 1, the grievance will be submitted in written form to the appropriate Supervisor/Manager and the Labour Relations Specialist by the employee and a Steward within five (5) calendar days. A meeting with Management will take place within seven (7) calendar days from the date of the written grievance was received by Management. 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 Director, 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.
- 25.04 A grievance shall be deemed to be waived unless the grievance is referred by the employee or the Union to the Company within seven (7) calendar days from the date of being aware of the act originating the grievance.
- 25.05 If the Company or the Union has a policy grievance concerning an alleged violation of this Agreement, the complaint shall be lodged in writing starting at Step 2.

## **Article 25 Grievance Procedure (continued)**

- 25.06 Time limits involving the processing of a grievance may be extended by mutual agreement between the Company and the Union.
- 25.07 Failure by the Company or the Union to comply with the time limits outlined in Step 2 of the grievance procedure or within any agreed upon time extension will result in the grievor being awarded the grievance if the Company is tardy. If however the Union is tardy the grievance will become null and void.
- 25.08 All resolutions of grievances shall be implemented or paid within thirty (30) days of the resolution unless otherwise agreed in writing.
- 25.09 The Labour Relations Specialist and the Unit Chair shall meet each month to discuss compliance with the grievance procedure and discuss how to make the grievance procedure more efficient and effective.

## **Article 26**

### **Arbitration**

- 26.01 Failing agreement through the above procedure, either party may then submit the matter to arbitration within a period of twenty (20) days.
- 26.02 A Board of Arbitration shall be composed of one (1) nominee of the Company, one (1) nominee of the Union, and a third person who shall act as Chairperson on the joint recommendation of the two (2) nominees. In the event of failure to agree upon a Chairperson an application shall be made to the Minister of Labour for Ontario. Each party will bear the expense of its own nominee and the parties will jointly share the expenses, if any, of the Chairperson. No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance. It is agreed that the decision of the Board of Arbitration shall be final and binding upon the Company and the Union.
- 26.03 Should the Company and the Union agree, this provision shall not preclude the appointment of a single impartial arbitrator. Such arbitrator to be selected by mutual agreement of the parties.
- 26.04 It is agreed that the Board of Arbitration shall not have any authority or jurisdiction to alter this Agreement or to deal with any matter not covered by this Agreement.

## **Article 27**

### **Rates of Pay**

- 27.01 **Incentive Compensation**
- Recognizing the personal and overall contribution of employees to the success of the business, the parties to this Agreement agree to the Incentive pay program, referred to as the Short Term Incentive Program. The Terms and conditions for the Short Term Incentive Program are contained in Appendix "A".
- 27.02 **Construction and Maintenance Department**
- A) A Labourer shall serve up to two (2) years within which period they shall be given a preliminary test to satisfy the Company of their ability to train as a Gas Technician 2nd class.
- B) A Gas Technician 2nd Class will normally serve no longer than two (2) years in this classification before being given the opportunity to write the 1st class Gas Technician 1st Class examination. If not given the opportunity to write the exam within the 2 year period they shall be paid retroactive to their 2 year anniversary when they passed the test.
- C) If the employee fails the test, they will be eligible for re-examination at the end of a three (3) month period, and if unsuccessful, a re-examination at the end of a further nine (9) month period. If the employee passes the Gas Technician I test after the three (3) or nine (9) months, the employee's rate of pay will be adjusted to Gas Technician I rate on the day they pass the test.
- D) A Union observer may be present during the practical phase of examination from Gas Technician 2nd Class.
- E) A list of the employees ruled unfit for promotion shall be forwarded to the Union.

**Article 27**  
**Rates of Pay (continued)**

27.03 **General**

- A) C&M Gas Technicians holding a no blo ticket shall receive a total premium of “see chart” and “see chart” for both acetylene and no blo tickets.
- B) Anyone using a sandblaster or a torch will be paid at least Gas Technician 2nd Class wages while so employed.
- C) When operating a vehicle equipped with a HIAB, qualified Helpers will be paid a premium of “see chart”, for the complete day.
- D) An employee, while working as a Lead Hand, will be paid a premium of “see chart” for the complete day. Such assignments are at the discretion of the Company. Please refer to Letter of Understanding #26.
- E) Since consolidation of all job categories and job rates, jobs identified may not be utilized in all units.
- F) The parties agree that new job categories created during the term of this Agreement will be discussed as to whether job progression will apply.
- G) The employee, when operating the machine, will receive the Mini Excavator premium for the business day. The Mini Excavator premium does not apply to Gas Technician 1/Machine Operators, Gas Technician 1/Machine Operator in training, and Machine Operators. The supervisor will determine when there is a requirement to train additional employees on the Mini Excavator. An expression of interest will be posted in the depot, and employees will be selected based on seniority.

**Article 27**  
**Rates of Pay (continued)**

<b>Premium</b>	<b>Jan. 1, 2020</b>	<b>Jan. 1, 2021</b>	<b>Jan. 1, 2022</b>
No Blo Ticket	\$0.61	\$0.62	\$0.63
Acetylene and No Blo Ticket	\$0.84	\$0.86	\$0.88
Hiab	\$1.02	\$1.04	\$1.06
Lead Hand	\$2.04	\$2.08	\$2.12
Temporary Supervisor	\$0.61	\$0.62	\$0.63
Mini Excavator	\$1.67	\$1.70	\$1.73

27.04

**Shift Premiums**

a) Local 975 Operations Unit

		<b>Jan. 1, 2020</b>	<b>Jan. 1, 2021</b>	<b>Jan. 1, 2022</b>
<b>Afternoons</b>	5.5% of Utility Fitter I Hourly Rate	\$2.17	\$2.21	\$2.25
	8.0% of Utility Fitter I Hourly Rate	\$3.15	\$3.21	\$3.28
<b>Saturdays</b>	16.5% of Utility Fitter I Hourly Rate	\$6.50	\$6.63	\$6.76
<b>Sundays</b>	Time and one half will be paid at the job rate for all regularly scheduled work with no additional shift premiums paid.			

**Article 27**  
**Rates of Pay (continued)**

b) Local 975 Clerical Unit

		Jan. 1, 2020	Jan. 1, 2021	Jan. 1, 2022
<b>Afternoons</b> Mon. to Fri. after 12:00 noon But before 5:00 p.m.	5.5% of Grade 8 Hourly Rate	\$1.93	\$1.97	\$2.01
<b>Midnights</b> Mon. to Fri. after 5:00 p.m. But before 6:00 a.m.	8% of Grade 8 Hourly Rate	\$2.81	\$2.87	\$2.93
<b>Saturdays</b>	16.5% of Grade 8 Hourly Rate	\$5.80	\$5.91	\$6.03
<b>Sundays</b>	Time and one half will be paid at the job rate for all regularly scheduled work with no additional shift premiums paid.			

c) Shift premiums at the applicable rates will be paid for all hours worked and for vacation, floaters, lieu days and authorized absence days for all permanent shift employees.

**Article 27**  
**Rates of Pay (continued)**

27.05 **Local 975 Operations Unit Salary Schedule**

<b>Construction &amp; Maintenance</b>	Jan. 1, 2020	Jan. 1, 2021	Jan. 1, 2022
Operations Technician I	40.53	41.34	42.17
Operations Technician II	37.52	38.27	39.04
Operations Technician in Training	34.69	35.38	36.09
Gas Tech Welder	41.35	42.18	43.02
Gas Tech I/Machine Operator	40.53	41.34	42.17
Gas Technician - 1st Class	38.35	39.12	39.90
Gas Technician - 2nd Class	34.59	35.28	35.99
Gas Distribution Fitter	34.39	35.08	35.78
Utility Fitter I	39.39	40.18	40.98
Utility Fitter II	37.28	38.03	38.79
Utility Fitter III	34.59	35.28	35.99
Fitter in Training	32.91	33.57	34.24
Fitter in Training to Start	31.45	32.08	32.72
Tractor Tractor Driver	40.21	41.01	41.83
Machine Operator	40.21	41.01	41.83
Truck Driver	33.68	34.35	35.04
Lead Hand	42.03	42.87	43.73
Leak Surveyor	34.59	35.28	35.99
Yard/Stockkeeper	34.59	35.28	35.99
Labourer Entry Level	29.41	30.00	30.60
Labourer After 6 months	29.96	30.56	31.17
Labourer	32.08	32.72	33.37
Temporary Labourer	28.86	29.44	30.03

**Article 27**  
**Rates of Pay (continued)**

<b>Construction &amp; Maintenance</b>	<b>Jan. 1, 2020</b>	<b>Jan. 1, 2021</b>	<b>Jan. 1, 2022</b>
Student	20.68	20.68	20.68
Field Measurement Hand Step 1	30.89	31.51	32.14
Field Measurement Hand Step 2	32.48	33.13	33.79
Field Measurement Hand Step 3	33.92	34.60	35.29
Field Measurement Hand Step 4	35.83	36.55	37.28
Field Measurement Hand Step 5	39.15	39.93	40.73
Pipeline Welder	39.76	40.56	41.37
Welder in Training	34.60	35.29	36.00
Welders Helper	32.08	32.72	33.37

(Step Progression for Field Measurement Hand will be every six months based on ability to perform work.)

An existing bargaining unit employee who has completed their probationary period, who is successful in posting into a Labourer position will start at the rate of "Labourer After 6 months. This is effective upon ratification of the agreement dated January 1, 2020 to December 31, 2022.

**Article 27**  
**Rates of Pay (continued)**

27.05 **Local 975 Operations Unit Salary Schedule**

<b>Material &amp; Logistics</b>	<b>Jan. 1, 2020</b>	<b>Jan. 1, 2021</b>	<b>Jan. 1, 2022</b>
Special Repairer	39.16	39.94	40.74
Special Repairer to Start	37.14	37.88	38.64
1st Class Repairer After 12 Months	35.83	36.55	37.28
2nd Class Repairer After 6 Months	33.94	34.62	35.31
3rd Class Repairer To Start	32.47	33.12	33.78
Special Repairer Reclamation	39.16	39.94	40.74
Stockkeeper	34.56	35.25	35.96
Stockkeepers Helper	32.96	33.62	34.29
Appliance Adjuster & Tester	33.84	34.52	35.21
Appliance Repairer	36.22	36.94	37.68
Control Repairer	37.15	37.89	38.65
Truck Driver	33.68	34.35	35.04
Truck Drivers Helper	32.66	33.31	33.98
Shipper/Receiver to Start	32.96	33.62	34.29
Shipper/Receiver	34.56	35.25	35.96

**Article 27**  
**Rates of Pay (continued)**

27.05 **Local 975 Operations Unit Salary Schedule**

<b>Construction &amp; Maintenance</b>	<b>Jan. 1, 2020</b>	<b>Jan. 1, 2021</b>	<b>Jan. 1, 2022</b>
Yard/Stockkeeper	34.59	35.28	35.99
Warehouse Person/ Truck Driver	34.56	35.25	35.96
Appliance Truck Driver Helper	32.66	33.31	33.98
Storeperson	34.56	35.25	35.96
<b>Facilities Management</b>	<b>Jan. 1, 2020</b>	<b>Jan. 1, 2021</b>	<b>Jan. 1, 2022</b>
Utility Hand	33.84	34.52	35.21
Utility Hand Reclamation	37.15	37.89	38.65
Plant Maintenance Operator	39.38	40.17	40.97
Carpenter	39.38	40.17	40.97
Painter	39.38	40.17	40.97
Plumber	39.38	40.17	40.97
Electrician	39.38	40.17	40.97
Utility Hand Horticulturist	36.49	37.22	37.96
Utility Hand Stations	36.49	37.22	37.96
Building Maintenance Technician	39.38	40.17	40.97
<b>Other</b>	<b>Jan. 1, 2020</b>	<b>Jan. 1, 2021</b>	<b>Jan. 1, 2022</b>
Tracer Fitter	35.77	36.49	37.22

**Article 27**  
**Rates of Pay (continued)**

27.05 **Local 975 Operations Unit Salary Schedule**

<b>Fleet Service</b>	<b>Jan. 1, 2020</b>	<b>Jan. 1, 2021</b>	<b>Jan. 1, 2022</b>
Auto Mechanic	39.39	40.18	40.98
Auto Mechanic Helper	32.73	33.38	34.05
Tire Hand	37.15	37.89	38.65
Garage Attendant	32.73	33.38	34.05
Automotive Stockkeeper	34.56	35.25	35.96
Utility Hand	33.84	34.52	35.21
Heavy Equipment Mechanic	40.21	41.01	41.83

**Article 27**  
**Rates of Pay (continued)**

27.06 **Local 975 Clerical Unit Salary Schedule**

**Weekly Rates of Pay - January 1, 2020**  
**“Legacy” – Any employee hired prior to**  
**May 27, 2014 (ratification date).**

Salary Grade	Start (\$)	Mid (\$)	Top (\$)
001	739.11	748.24	757.39
002	801.04	810.17	819.53
003	864.51	873.68	882.82
004	938.25	947.45	956.58
005	1009.33	1018.49	1027.62
006	1075.56	1084.70	1093.83
007	1145.52	1154.70	1163.84
008	1211.76	1220.91	1230.07
009	1284.39	1293.55	1302.72
010	1353.88	1363.02	1372.14
<b>Training Courses</b>			
Junior Trainees (L)		798.12	1028.08
Advance Trainees (L)		1007.57	1371.56

**Article 27**  
**Rates of Pay (continued)**

**Weekly Rates of Pay - January 1, 2021**  
**“Legacy”– Any employee hired prior to**  
**May 27, 2014 (ratification date).**

Salary Grade	Start (\$)	Mid (\$)	Top (\$)
001	753.89	763.20	772.54
002	817.06	826.37	835.92
003	881.80	891.15	900.48
004	957.02	966.40	975.71
005	1029.52	1038.86	1048.17
006	1097.07	1106.39	1115.71
007	1168.43	1177.79	1187.12
008	1236.00	1245.33	1254.67
009	1310.08	1319.42	1328.77
010	1380.96	1390.28	1399.58
<b>Training Courses</b>			
Junior Trainees (L)		814.08	1048.64
Advance Trainees (L)		1027.72	1398.99

**Article 27**  
**Rates of Pay (continued)**

**Weekly Rates of Pay - January 1, 2022**  
**“Legacy” – Any employee hired prior to**  
**May 27, 2014 (ratification date).**

Salary Grade	Start (\$)	Mid (\$)	Top (\$)
001	768.97	778.46	787.99
002	833.40	842.90	852.64
003	899.44	908.97	918.49
004	976.16	985.73	995.22
005	1050.10	1059.60	1069.10
006	1119.00	1128.50	1138.00
007	1191.80	1201.40	1210.90
008	1260.70	1270.20	1279.80
009	1336.30	1345.80	1355.40
010	1408.60	1418.10	1427.60

**Training Courses**

Junior Trainees (L)	830.36	1069.61
Advanced Trainees (L)	1048.27	1426.97

Step progression (start-stop) for employees in the Clerical Unit Salary Schedule will be every six (6) months.

**Article 27**  
**Rates of Pay (continued)**

27.06 **Local 975 Clerical Unit Salary Schedule**

**Weekly Rates of Pay - January 1, 2020**  
**“New” – Any employee hired after May 27, 2014**  
**(ratification date).**

Salary Grade	0-6 Months	6-12 Months	12-18 Months	Top
001	631.18	668.29	705.42	757.39
002	682.75	722.91	763.07	819.53
003	735.69	778.95	822.22	882.82
004	797.15	844.05	890.94	956.58
005	856.35	906.72	957.11	1027.62
006	911.53	965.14	1018.77	1093.83
007	969.86	1026.93	1083.96	1163.84
008	1025.06	1085.35	1145.64	1230.07
009	1085.61	1149.47	1213.31	1302.72
010	1143.45	1210.71	1277.98	1372.14

**Weekly Rates of Pay - January 1, 2021**  
**“New” – Any employee hired after May 27, 2014**  
**(ratification date).**

Salary Grade	0-6 Months	6-12 Months	12-18 Months	Top
001	643.80	681.66	719.53	772.54
002	696.41	737.37	778.33	835.92
003	750.40	794.53	838.66	900.48
004	813.09	860.93	908.76	975.71
005	873.48	924.85	976.25	1048.17
006	929.76	984.44	1039.15	1115.71
007	989.26	1047.47	1105.64	1187.12
008	1045.56	1107.06	1168.55	1254.67
009	1107.32	1172.46	1237.58	1328.77
010	1166.32	1234.92	1303.54	1399.58



## Article 27 Rates of Pay (continued)

### Weekly Rates of Pay - January 1, 2022 "New" – Any employee hired after May 27, 2014 (ratification date).

Salary Grade	0-6 Months	6-12 Months	12-18 Months	Top
001	656.68	695.29	733.92	787.99
002	710.34	752.12	793.9	852.64
003	765.41	810.42	855.43	918.49
004	829.35	878.15	926.94	995.22
005	890.95	943.35	995.78	1069.13
006	948.36	1004.13	1059.93	1138.02
007	1009.05	1068.42	1127.75	1210.86
008	1066.47	1129.2	1191.92	1279.76
009	1129.47	1195.91	1262.33	1355.35
010	1189.65	1259.62	1329.61	1427.57

Step progression (start-stop) for employees in the Clerical Unit Salary Schedule will be every six (6) months.

Successful applicants to a higher grade position for the "new" clerical weekly rates will receive the next highest weekly rate of the new position.

## Article 28 Categories of Employees

28.01 All Employees covered by this agreement shall fall into the following categories:

### A) Permanent Employees

A permanent employee shall be an employee who has been hired on a permanent basis and who has successfully completed the probationary period, as defined in Article nine (9).

### B) Probationary Employees

A probationary employee is a new employee who is hired by the Company and who has not completed the probationary period defined in Article nine (9).

### C) Temporary Employees

A temporary position shall be defined as one, which shall not extend beyond a total period of sixty (60) working days, save and except for the following:

- 1) Temporary employees hired to replace a permanent employee's absence for maternity/parental, secondments, STD/LTD, leave of absence, for up to twelve (12) months;
- 2) Temporary Labourers hired in the Construction and Maintenance department who may be hired for a period not exceeding six (6) months in any twelve (12) month period;
- 3) It is the intent of the Company to hire temporary Labourers for specific work projects, seasonal new construction and illness, accident or maternity leave coverage;
- 4) Or as otherwise agreed to by the parties;
- 5) The Company will advise the Union in writing of all employees hired for temporary positions, identifying if the temporary employee is replacing a permanent employee or working on a project and expected duration.

## **Appendix “A”**

### **Short Term Incentive Program**

The parties agree to the Short Term Incentive Program. For fiscal 2020 five percent (0-8% payout) of base income will be paid as a lump sum to eligible employees provided the Company and department targets are achieved. If the threshold targets are not met, no payout will be made. In the event that the Company is unable to establish the criteria for the department incentive, the incentive compensation payout will default to the Company scorecard targets set at the beginning of the fiscal year.

The Short Term Incentive Program will pay out as per the following schedule.

- Fiscal 2020 (January 1, 2020 to December 31, 2020)  
Payment payout is subject upon Board approval
- Fiscal 2021 (January 1, 2021 to December 31, 2021)  
Payment payout is subject upon Board approval
- Fiscal 2022 (January 1, 2022 to December 31, 2022)  
Payment payout is subject upon Board approval

The incentive will be paid out to non-temporary employees on payroll as at December 31st, in February of the following year subject to Board approval, based on the achievement of Company and department targets established at the beginning of the fiscal year. The payout will be department targets established at the beginning of the fiscal year. The payout will be based on the employee's rate as of January 1. Employees hired during January 1 to December 31 will have their payout pro-rated for partial and total months' work.

## Appendix “B” Definition of Regions

The parties agree that regions will be defined as follows:

### Niagara Region

All work locations located in the Niagara franchise area.

### Central Region

All work locations located in the Greater Toronto franchise area including Peterborough and Barrie.

### Eastern Region

All work locations located in the Ottawa and surrounding franchise area including Brockville.

## Shift Addendum

(January 1, 2020 – Evening, Mid-Night and Weekend Shifts)

All shift schedules currently in place will remain in affect for the duration of this Agreement.

A shift schedule may be altered to accommodate requirements of the business or personal needs of the employees if changed by mutual agreement.

## Operations

(January 1, 2020 – Evening, Mid-Night and Weekend Shifts)

All shift schedules currently in place will remain in affect for the duration of this Agreement.

A shift schedule may be altered to accommodate requirements of the business or personal needs of the employees if changed by mutual agreement.

Region	Shifts
Kennedy Road/Welders	6:30 am – 3:00 pm
Kennedy Road/Tie-in Crew	6:30 am – 3:00 pm
Kennedy Road – Ops Techs and Gas Techs – Afternoon	Thurs. & Fri. 1:00 pm – 11:00 pm Sat. & Sun. 8:00 am – 8:00 pm Mon. & Tues. 1:00 pm – 11:00 pm 7 days on, 7 days off
Kennedy Road – Ops Techs and Gas Techs – Nights	9:00 pm – 7:00 am Wed., Thurs. & Fri. 8:00 pm – 8:00 am Sat. and Sun. 7 days on, 7 days off

## Appendix “B” Definition of Regions (continued)

### Clerical

Region	Shifts
Dispatch – VPC Weekdays	3:30 pm – 11:30 pm 11:30 pm – 7:30 am
Dispatch – VPC Weekends	3:30 pm – 11:30 pm 11:30 pm – 7:30 am 11:30 am – 7:30 pm (summer months only to handle extra call volume)
Dispatch – Coventry Road – Ottawa Weekdays	3:00 pm – 11:00 pm 11:00 pm – 7:00 am
Dispatch – Coventry Road – Ottawa Weekends	7:00 am – 3:00 pm 3:00 pm – 11:00 pm 11:00 pm – 7:00 am

## Appendix “C” Terms & Conditions for Variable Hour Employees

- An employee may be scheduled to work less than twenty-four (24) hours in a week by mutual agreement between the company and the employee
- In this section (meal allowance), overtime is defined as time worked beyond seven (7) hours in a day or beyond five (5) days in a pay week
- Overtime will be paid at a rate of double time after working forty (40) hours in one week
- Employees will be provided a fifteen (15) minute paid break for every three and one-half (3-1/2) hours worked
- Floater days and vacation days will be in accordance with the Collective Agreement
- Floater, Vacation, STD and Stat Holiday days will be based on a seven (7) hour or eight (8) hour work day (based on the regular work day)
- All benefits will be based on a forty (40) hour work week
- Employees in this classification will accrue seniority on the same basis as full-time employees (i.e., it is not pro-rated to the number of hours or days worked in a given period)
- STIP payment will be based on a thirty-five (35) hour work week
- Vacation weeks will be in accordance with the Collective Agreement

### Article 22.05

The Company and Union agree the current staffing level in the Work Management Centre will maintain a ratio of fourteen point five percent (14.5%). This percentage can be increased by mutual agreement between the Company and the Union.

The Company and the Union agree PVH employees will not work full time hours for more than seventeen (17) weeks out of the previous twenty-six (26) weeks. This period may be extended by mutual agreement between the Company and the Union.

## Appendix “D” Terms and Conditions for Customer Connections Field Representatives

The following represents the agreed upon terms and conditions for the Customer Connections Field Representatives. The provisions of the collective agreement apply unless otherwise specified in this appendix.

	Jan. 1, 2020	Jan. 1, 2021	Jan. 1, 2022
<b>CCFR 1</b>	\$1,505.35	\$1,535.46	\$1,566.17
<b>CCFR 2</b>	\$1,655.48	\$1,688.59	\$1,722.36
<b>CCFR 3</b>	\$1,805.71	\$1,841.82	\$1,878.66
<b>CCFR (External)</b>	\$1,331.62	\$1,358.25	\$1,385.42

The Customer Connections Field Representatives' role will be structured into three level jobs. Progression from one level to the next will be based on an employee demonstrating that they have acquired the necessary skills and competencies through specific training and on the job experience. An employee should be expected to progress from one level to the next within eighteen (18) months, but will be no longer than twenty-four (24) months. The following salary schedule will be in effect. Current representatives who are above the Senior Level per week will be green circled. Automatic progression from CCFR (External) to CCFR 1 shall be six (6) months.”

### Hours of Work

The Hours of Work for the Customer Connections Field Classification will be 40-44 hours per week without the application of overtime premiums. The additional hours of work required for this role from time to time are therefore considered within the weekly salary and should not exceed 44 hours per week when averaged annually.

# Appendix “E”

## CADD Technician Career Ladder

Job Descriptor	Entry/New Posting	CADD Technician 3	CADD Technician 2	CADD Technician 1
<b>Summary Description</b>	<ul style="list-style-type: none"> <li>The posting for a CADD Technician 3 includes minimum qualifications to meet the requirements to commence training for the entry level.</li> </ul>	<ul style="list-style-type: none"> <li>This is the entry level of the CADD Technician. The primary focus of this role is to complete basic drafting requirement for simple projects.</li> </ul>	<ul style="list-style-type: none"> <li>This is the intermediate level of the CADD Technician. At this level incumbents are expected to work with more complex jobs with expanded demonstrated knowledge of processes and drawing requirements.</li> </ul>	<ul style="list-style-type: none"> <li>This level reflects a fully qualified CADD Technician.</li> <li>The primary intent of this role is to take responsibility for varied assignments requiring a broad understanding of Drafting projects and able to act as a mentor to CADD Technicians at level 2 and 3.</li> </ul>
<b>Pay Range</b>	<ul style="list-style-type: none"> <li>Clerical Range 8</li> </ul>	<ul style="list-style-type: none"> <li>Clerical Range 8</li> </ul>	<ul style="list-style-type: none"> <li>Clerical Range 9</li> </ul>	<ul style="list-style-type: none"> <li>Clerical Range 10</li> </ul>
<b>OC Demonstrated Knowledge</b>	<ul style="list-style-type: none"> <li>Post-secondary education, college diploma in an engineering, geographic information systems or technical discipline</li> <li>Surveying and mapping experience in a planning &amp; technical environment</li> <li>Experience with mapping techniques and GIS software packages (e.g. Smallworld Autodesk)</li> <li>Knowledge of Company Planning, Design and Records manual</li> <li>Ability to interpret Company records; field notes, as-laid, schematics, GIS</li> <li>Knowledge of Company's standard computer software (e.g. Word, Excel, PowerPoint)</li> <li>Field experience as pipeline inspector</li> </ul>	<ul style="list-style-type: none"> <li>A firm understanding of GIS, PMTS, STORMS and SAP</li> <li>Complete and understand Reconnects, SMABN's and related 891's</li> <li>KIP folder and related processes (update to construct)</li> <li>Know how to search for records</li> <li>Knowledge of types of pipes and fittings and understand their functions</li> <li>Ability to complete Mark-ups</li> <li>Ability to interpret field notes, as-laid drawings, service tickets, service sketches and miscellaneous notes</li> <li>Respond to miscellaneous requests from other departments</li> <li>Complete service plotting</li> </ul>	<ul style="list-style-type: none"> <li>A firm understanding of GIS, PMTS, STORMS and SAP</li> <li>Complete and understand Reconnects, SMABN's and related 891's</li> <li>KIP folder and related processes (update to construct)</li> <li>Know how to search for records</li> <li>Knowledge of types of pipes and fittings and understand their functions</li> <li>Ability to complete Mark-ups</li> <li>Ability to interpret field notes, as-laid drawings, service tickets, service sketches and miscellaneous notes</li> <li>Respond to miscellaneous requests from other departments</li> <li>Complete service plotting</li> </ul>	<ul style="list-style-type: none"> <li>A firm understanding of GIS, PMTS, STORMS and SAP</li> <li>Complete and understand Reconnects, SMABN's and related 891's</li> <li>KIP folder and related processes (update to construct)</li> <li>Know how to search for records</li> <li>Knowledge of types of pipes and fittings and understand their functions</li> <li>Ability to complete Mark-ups</li> <li>Ability to interpret field notes, as-laid drawings, service tickets, service sketches and miscellaneous notes</li> <li>Respond to miscellaneous requests from other departments</li> <li>Complete service plotting</li> </ul>
			<ul style="list-style-type: none"> <li>Insert Landbase</li> <li>Complete plotting of cetroids</li> <li>Complete plotting of resurveys</li> <li>Complete QA of RMSI work</li> <li>Respond to RMSI queries</li> <li>Have the ability to identify potential errors in a project (missing information on field notes / as-laid drawings and where / whom to contact from Area to obtain information)</li> <li>Provide guidance to departments in absence of the Department supervisor</li> <li>Identify processes requiring improvement and coordinate implementation of improved techniques / processes</li> </ul>	<ul style="list-style-type: none"> <li>Insert Landbase</li> <li>Complete plotting of cetroids</li> <li>Complete plotting of resurveys</li> <li>Complete QA of RMSI work</li> <li>Respond to RMSI queries</li> <li>Have the ability to identify potential errors in a project (missing information on field notes / as-laid drawings and where / whom to contact from Area to obtain information)</li> <li>Provide guidance to departments in absence of the Department supervisor</li> <li>Identify processes requiring improvement and coordinate implementation of improved techniques / processes</li> <li>Demonstrated ability to participant on special projects or committees regarding system and process improvements</li> <li>Ability to complete all 891 and 391 system errors</li> </ul>
<b>Working Relationships</b>	<ul style="list-style-type: none"> <li>Demonstrate effective working relationships with peers as well as internal and external customers</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrate effective working relationships with peers as well as internal and external customers</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrate effective working relationships with peers as well as internal and external customers</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrate effective working relationships with peers as well as internal and external customers</li> </ul>
<b>Job Types</b>	<ul style="list-style-type: none"> <li>Dependent on background experience</li> </ul>	<ul style="list-style-type: none"> <li>Headers</li> <li>Noded Headers</li> <li>Subdivision</li> <li>Residential Main Extension</li> <li>Commercial Main Extension</li> <li>Repairs / Emergencies</li> </ul>	<ul style="list-style-type: none"> <li>Vertical headers / Roof-top Headers</li> <li>Abandonments</li> <li>Replacements</li> <li>Reinforcements</li> <li>Alterations</li> <li>Main Lowering</li> <li>Station Installs / Removals</li> </ul>	<ul style="list-style-type: none"> <li>Headers</li> <li>Noded Headers</li> <li>Subdivision</li> <li>Residential Main Extension</li> <li>Commercial Main Extension</li> <li>Repairs / Emergencies</li> <li>Vertical headers / Roof-top Headers</li> <li>Abandonments</li> </ul>

# Appendix “E”

## CADD Technician Career Ladder (continued)

Job Descriptor	Entry/New Posting	CADD Technician 3	CADD Technician 2	CADD Technician 1
<b>Job Types (continued)</b>				<ul style="list-style-type: none"> <li>• Replacements</li> <li>• Reinforcements</li> <li>• Alterations</li> <li>• Main Lowering</li> </ul>
<b>Quality Assurance</b>	<ul style="list-style-type: none"> <li>• Not applicable</li> </ul>	<ul style="list-style-type: none"> <li>• Achieve a minimum 5% error rate and demonstrated proficiency in any 3 of the Job Types using the QA Form</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrated proficiency using QA Checklists in all CADD Technician 3 job types</li> <li>• Achieve a minimum 5% error rate and demonstrated proficiency in any 4 of the CADD Technician level 2 Job Types using the QA Form</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrated proficiency using QA Checklists in all job types listed for CADD Technician 3 and 2</li> <li>• Be able to act as a mentor to CADD Technicians 3 and 2</li> </ul>
<b>Year End Review</b>	<ul style="list-style-type: none"> <li>• Not applicable</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrated fully competent performance on year end review</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrated fully competent performance on year end review</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrated fully competent performance on year end review</li> </ul>
<b>Drafting, Plotting, QA and Queries</b>	<ul style="list-style-type: none"> <li>• Dependent on background experience</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Drafting:</b> Subdivisions within 5.5 business days</li> <li>• <b>Drafting:</b> Headers within 1.5 business days</li> <li>• <b>Drafting:</b> Residential / Commercial Main Extensions withing 2.5 business days</li> <li>• <b>Drafting:</b> Normal Revisions within 1 business day</li> <li>• <b>Drafting:</b> Rush Revisions within 2 hrs.</li> <li>• <b>Plotting:</b> Sales / Subdivision Plotting 250 m/hour within 15 business days</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Drafting:</b> Subdivisions within 5.5 business days</li> <li>• <b>Drafting:</b> Headers within 1.5 business days</li> <li>• <b>Drafting:</b> Residential / Commercial Main Extensions withing 2.5 business days</li> <li>• <b>Drafting:</b> Normal Revisions within 1 business day</li> <li>• <b>Drafting:</b> Rush Revisions within 2 hrs.</li> <li>• <b>Drafting:</b> Main Relocations, Replacements, Reinforcements and Replacements within 12 business days</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Drafting:</b> Subdivisions within 5.5 business days</li> <li>• <b>Drafting:</b> Headers within 1.5 business days</li> <li>• <b>Drafting:</b> Residential / Commercial Main Extensions withing 2.5 business days</li> <li>• <b>Drafting:</b> Normal Revisions within 1 business day</li> <li>• <b>Drafting:</b> Rush Revisions within 2 hrs.</li> <li>• <b>Drafting:</b> Main Relocations, Replacements, Reinforcements and Replacements within 12 business days</li> </ul>
			<ul style="list-style-type: none"> <li>• <b>Plotting:</b> Sales / Subdivision Plotting 250 m/hour within 15 business days</li> <li>• <b>Plotting:</b> Replacement Plotting 115 m/hour within 20 business days</li> <li>• <b>Plotting:</b> Participate in at least 1 special project (e.g. Process improvement, system improvement)</li> <li>• <b>QA and Queries:</b> Headers, Subdivision Residential / Commercial Main Extension</li> <li>• <b>QA and Queries:</b> Repairs / Emergencies – 15 mins. within 1 day</li> <li>• <b>QA and Queries:</b> Service Plotting – 9 mins within 1 day</li> <li>• <b>QA and Queries:</b> Centroids – 5 mins within 1 day</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Drafting:</b> Completion of Vertical Subdivisions</li> <li>• <b>Plotting:</b> Sales / Subdivision Plotting 250 m/hour within 15 business days</li> <li>• <b>Plotting:</b> Replacement Plotting 115 m/hour within 20 business days</li> <li>• <b>Plotting:</b> Participate in at least 1 special project (e.g. Process improvement, system improvement)</li> <li>• <b>QA and Queries:</b> Headers, Subdivision Residential / Commercial Main Extension, Replacements, Reinforcements – 1 hour within 1 day</li> <li>• <b>QA and Queries:</b> Abandonments – 3 days (1 day if an area project, net metro)</li> <li>• <b>QA and Queries:</b> Alterations, Main Lowering, Repairs / Emergencies – 15 mins within 1 day</li> <li>• <b>QA and Queries:</b> Service Plotting – 9 mins within 1 day</li> <li>• <b>QA and Queries:</b> Centroids – 5 mins within 1 day</li> </ul>
<b>Progression from this level</b>	<ul style="list-style-type: none"> <li>• Successful applicant to CADD Technician 3 posting</li> </ul>	<ul style="list-style-type: none"> <li>• Incumbents may remain at this level, or continue to take on assignments of increasing complexity resulting in promotion to the next level.</li> <li>• An assessment and agreement of readiness for the incumbent to be consider by Supervisor / Manager.</li> </ul>	<ul style="list-style-type: none"> <li>• Incumbents may remain at this level, or continue to take on assignments of increasing complexity resulting in promotion to the next level.</li> <li>• An assessment and agreement of readiness for the incumbent to be consider by Supervisor / Manager.</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrate mastery of Level 1 work</li> </ul>

Level Progression – Maximum time in each level to be no longer than fifteen months  
Rate Progression – Will be every six months  
Based on skill and ability, employee's rate may be progressed earlier than every six months

## **Letter of Understanding #1**

### **Re: Recognition Clause**

Enbridge Gas Inc. hereinafter referred to as the Company recognizes UNIFOR Local 975, hereinafter referred to as the Union, as the sole bargaining agent in the current franchise area covered by Enbridge Gas Inc. In the event of these boundaries being extended this Agreement will apply only if there is no existing collective agreement. The following groups of employees are covered by the terms of the collective agreement.

All clerical and laboratory employees save and except Niagara Region non-operating employees, supervisors, those above the rank, residential/commercial sales associates, energy management consultants, account associates, secretaries to department managers, those above that rank, those employees in the Human Resources, Budget, Regulatory Affairs and Corporate Affairs departments.

All operations employees save and except supervisors, those above that rank and those working out of the Grimsby office.

All clerical employees who normally work twenty-four (24) hours per week or less in the Central Region defined as all work locations located in the greater Toronto franchise area including Peterborough and Barrie, of Enbridge Gas Inc., save and except supervisors, those above that rank, residential/commercial sales associates, energy management consultants, account associates, secretaries to department managers, those above that rank, those employees in the Human Resources, Budget, Regulatory Affairs and Corporate Affairs departments.

**Letter of Understanding #2**  
**Re: Pilots**

It is understood and agreed that during the term of the collective agreement, the parties agree to the use of pilots to assist in the ongoing transformation of the business.

**Letter of Understanding #3**  
**Re: Transforming The Business**

Due to significant changes in the business environment in which the Company operates, transformation of the company's organization, processes and support systems will be required to ensure continued success. The Company is committed to involving the Union and employees in this process. Inherent in this commitment is the belief that employees at all levels of the organization have valuable insights to contribute to our change efforts. Therefore, employee and union involvement in the Company's change process will result in an increased level of commitment, higher quality recommendations, and will ensure a higher rate of success.



**Letter of Understanding #4**  
**Re: Employee Security**

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 (Employee Workshop on Organizational Change) and in career planning (Navigating Your Future); redeployment processes to ensure best efforts are made to move employees whose positions have been eliminated into new roles; severance for employees whose jobs have been eliminated and for whom no redeployment option is available, and access to training to assist in future job search if required.

**Letter of Understanding #5**  
**Re: Full Time Officer(s)**

The Company recognizes the Local Union shall require a full-time officer paid for by the Company. The salary of which will be paid for at the rate of 90% by the Company and 10% by the Local Union. The rate of pay for the Unit Chair position shall be equal to that of the Customer Connections Field Representative 3 covered by the Collective Agreement.

## **Letter of Understanding #6**

### **Re: Philosophy Statements**

#### **Performance Management**

One of managements' major responsibilities is to create a high performing organization that maximizes the potential and contribution of every employee. Achieving this will require an effective Performance Management system for employee selection, ongoing feedback and evaluation, and development that is seen by employees as fair and unbiased.

The objective of the selection process will be to ensure that people with the necessary skills and competencies are selected from the outset. The job expectations, skills and competencies including 'soft skills' required for each job will be described in job profiles.

The objective of the ongoing feedback and evaluation process will be to ensure that employees understand job expectations and receive coaching feed-back on their performance. Job expectations will be linked to Business Unit objectives and ultimately to customer expectations. The process will include agreed upon measures of employee performance. Appropriate coaching and training will also be part of the process to help employees be successful and to identify problems early. There will be a clear process for resolving situations where an employee is not able to meet job expectations.

The objective of the development process will be to ensure that there will be ongoing training and development to help employees expand their skills and competencies to excel in current jobs and progress to fill new opportunities as they arise.

#### **Business Imperative For Involvement**

We, the Union and Management, jointly recognize that the future success of our business is tied directly to the individual and collective actions of our employees. To be successful in a rapidly changing environment, we will need all employees to take personal accountability for helping us identify how we need to change and for implementing the changes that need to be made. If we are successful in focusing the knowledge, commitment and contribution of all employees to making changes we will succeed against the competition.

## **Letter of Understanding #6**

### **Re: Philosophy Statements (continued)**

#### **Beliefs About Involvement**

We believe that employees at all levels of our company have valuable insights to contribute to our change efforts and that through involving them and their union in the Company's change process we will make better decisions and achieve a higher rate of implementation success. We further believe that employees want to contribute to making our company successful.

We recognize that employees who understand the rationale for change, the vision for the future, and who are involved in defining the path to get there are more likely to support the changes, than those who were not involved. We further believe that investing in involvement at the beginning of the change process will result in less investment at the end of the process in overcoming resistance to the changes.

We recognize that in the current business environment we must have the organization capability to make sound change decisions quickly and then execute them quickly. Our involvement processes must facilitate the achievement of both of these objectives. This will require us to design and implement a variety of involvement approaches that reflect the scope and impact of the changes that need to be made.

#### **Beliefs About Work Environment That Facilitate Involvement**

We recognize that to maximize employee involvement and contribution we must be relentless in creating a work environment where:

- Business information is shared with employees at all levels
- The potential of all employees is recognized, stimulated and developed
- Ideas are valued
- Collaboration, trust and mutual respect are fostered
- Individual and group successes are celebrated

#### **Results Of An Involvement Strategy**

Involvement processes create opportunities for employees to take personal accountability for contributing to the success of the organization.

## **Letter of Understanding #6**

### **Re: Philosophy Statements (continued)**

By involving all employees and their union in our change processes we will increase employee resilience to change and their confidence that all future changes can be successfully navigated. We will also allow opportunities for employees to create a better work experience for themselves. This, in turn, will create a workforce that is energized, personally committed to contributing to our collective success and fulfilled by their contribution to this success.

#### **Learning and Development**

The parties have identified a common interest in developing a learning strategy that will ensure the economic viability of both employees and the Company by working in a co-operative manner while taking into account the interests of all stakeholders.

Whereas employees respond differently to certain situations, the broadest possible platform for learning must be established so that they can feel the highest degree of security as they undergo training for the jobs of the future. At the same time and not exclusively, the Company must be able to maximize the return on their investment in training that is tied to solving business issues.

Continuous learning can be viewed as a requirement under two distinct situations. Firstly, ongoing enhancement of skills and competencies that are directly required to perform the tasks associated with current jobs and recognizing that tasks and skills continuously evolve. Secondly and whereas it is agreed that learning is a life long experience, there is the development of skills that enhance and employee's future employability and their personal need for growth. The employee and the Company have a shared accountability for achieving success in both areas.

In the first scenario, each business unit will create an atmosphere for learning through a strategic training plan and will ensure that quality training is made available to all employees on company time and at company expense. Further, this training will be viewed as part of a development process and as such, measures will be put in place to gauge its effectiveness. Employees caught up in the changing nature of the workplace will, whenever possible, receive retraining as part of an overall redeployment strategy.

## **Letter of Understanding #6**

### **Re: Philosophy Statements (continued)**

In the second scenario, it is expected that employees will upgrade work-related skills and personal development at their own pace. This may include courses, seminars or other learning methods for which they receive financial support only. It is recognized that in not all cases will the new skills enhance an employee's progression in the company, but where relevant, they will be given consideration through in-house recruiting opportunities.

This philosophy statement is designed to set guidelines for the timely and effective delivery of training. When formally agreed to, each business unit should communicate this philosophy to all employees and take steps to ensure equitable access. Its application must be taken in context with the dialogue and agreed to points of interest as expressed by the parties at their meetings on October 23rd & 24th, 1997.

#### **Health & Safety**

The Company and the Union understand that it is imperative to resolve issues regarding Health and Safety so that all relevant factors may be considered with as little time delay as possible.

The parties therefore agree that during the term of this Agreement they will jointly develop a procedure to achieve this goal and that the agreed to procedure will form part of the collective agreement and will be included in future renewals.

#### **Climate Change**

Concerns about climate change are legitimate, and both the Company and 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.

**Letter of Understanding #7**  
**Re: Work Outside of Province of Ontario**

The Union and the Company agree to continue to discuss and attempt to resolve the problems that may be involved when Union members located in eastern region do work outside the province of Ontario, but still within the gas distribution system.

In addition, the following conditions are agreed to:

1. Such work will be kept to a minimum.
2. Any employee conducting such work still has all rights to the Union agreement.
3. The Company assumes liability for safety infractions where the employee is following the Company and/or Ontario safety regulations.
4. The Company assumes the liability for any fines and/or penalties incurred by an employee while following the instruction of the supervisor of the work.
5. Individual preference will be considered and wherever possible respected in assigning work outside the Province of Ontario.

**Letter of Understanding #8**  
**Re: Testing**

The parties agree to work cooperatively to develop testing criteria that are consistent, relevant, and valid and form part of a comprehensive job selection process.

## **Letter of Understanding #9**

### **Re: Religious Holidays**

The Company and the Union recognize and value the diversity of our workforce. In order to accommodate an employee's personal religious beliefs, the employee should make their wishes known to their supervisor, with as much notice as possible, so that they can review all available options (i.e. Floater days / Vacation / Alternate work times etc.) so as they meet the employee's needs.

## **Letter of Understanding #10**

### **Re: Overtime and Supervisors Doing Bargaining Unit Work**

- A) Employees should be asked or requested to work overtime hours before a decision is made to make requests mandatory
- B) The Company agrees to accommodate those individuals, whenever possible, who request to work designated company holidays
- C) As bargaining unit work is not included in supervisory job descriptions, supervisors must use discretion and good judgement wherever circumstances require them to perform such functions

## **Letter of Understanding #11**

### **Re: Temporary Supervisor**

A Temporary Supervisor is an employee who temporarily assumes the duties of a supervisor. The Temporary Supervisor rate also applies to members assigned to specific training positions. It is further agreed that such assignments will not include training contractor personnel or supervisory dispatchers or quality control functions. Temporary Supervisors may be required to distribute work and answer questions. They will not be asked to conduct performance appraisals or handle disciplinary matters.

Only an employee who desires a Temporary Supervisor opportunity will be considered for the position. The opportunity will be posted in all offices and stations to ensure Local 975 memberships are aware of the volunteer concept. The Company will review the capabilities of those who express an interest.

Employees agreeing to take a Temporary Supervisor assignment will not be required to change shifts, and other Local 975 employees will not experience shift changes due to someone else being made a Temporary Supervisor.

The Company will notify the Union of all Temporary Supervisor assignments exceeding one-month (1) duration. For assignments expected to exceed three (3) months in a twelve-month (12) period, the Company and the Union must be in mutual agreement. Training positions will not exceed six months without mutual agreement.

## **Letter of Understanding #12**

### **Re: Temporary Re-Assignment of C&M Employees**

From time to time the Company is required to perform C&M work outside the hours of the regular day shift. Because it is not practicable at this time to set up new shifts to do this work, the Company requires that employees temporarily change their hours of work so that the work can be completed on a timely and cost effective basis. The Union recognizes the need of its C&M day shift crews on an "as needed" basis, and that for the first eight (8) hours per day of these rearranged hours, employees agreeing to change hours will be paid at straight time.

- The Union executive and the involved employee will be given as much notice as possible of the impending schedule change.
- For the purpose of Article twenty three (23) the re-assigned hours will be considered "regular hours" for the duration of the reassignment. Overtime clauses will apply accordingly.

## **Letter of Understanding #13**

### **Re: Operations Technician Position**

The Company is committed to maintaining any existing employees in the classification of Operations Technician. Current employees in the Operations Technician classification will perform Gas Technician and/or Utility Fitter Work.

With respect to the Operations Technician classification, the Company commits to the following:

- A) It is understood and agreed that an employee currently occupying the position of Operations Technician at any level may revert to their previous classifications with the appropriate rate of pay after providing sixty (60) days written notice;
- B) An Operations Technician who bids a Labourer or Gas Technician vacancy will carry their rate to the new job.

If an existing Operations Technician elects to post into other vacancies and are successful their rate of pay will reflect that of the position applied.

## **Letter of Understanding #14**

### **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 base 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

#### **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.

**Letter of Understanding #15**  
**Re: Union/Management Committee**

The Company and the Union have a mutual desire to ensure business success now and in the future through the utilization of our employees. It is understood and agreed that during the term of the collective agreement, the Company and the Union will use a Union/Management Committee, which will meet on a regular basis to discuss issues and concerns of mutual interest. It is further agreed that without precedent or prejudice the Union/Management Committee may be used to review and proactively resolve issues and grievances, if mutually agreed upon by the parties. The use of the Union/Management Committee for this purpose does not prevent either party from using the provisions of the grievance (Article 25) and/or arbitration (Article 26) procedures contained in the collective agreement.

**Letter of Understanding #16**  
**Re: Earned Days Off (EDO's)**

- A) Employees shall be allowed to accumulate time at a rate of one half hour per day at straight time and be permitted to take one full day off in lieu of these accumulated hours. The hours shall be accumulated at the start of a shift, the end of a shift or during a one hour lunch period. Participation in this program shall be voluntary.
- B) Effective January 1, 2004 a maximum of five (5) earned days off will be permitted per calendar year.
- C) These days are to be arranged by mutual agreement between the employee and the supervisor.
- D) EDO's must be used in the calendar year that they are received. They cannot be carried over into the next calendar year or paid out. Employees who leave the Company before taking their EDO's will not be entitled to have these days liquidated.
- E) This program does not prohibit the development of alternate compressed work schedules.
- F) The Company agrees that where employees request the ability to earn EDO's, the Manager will assess the potential use of EDO's and provide members with the details of the applicability of EDO's in their areas, including: timing, job functions, level of employee cooperation required and scheduling logistics including safety.



**Letter of Understanding #17**  
**Re: Flexible Health Benefits Plan**

It is understood and agreed that;

- A) During the term of the collective agreement, the level and coverage of the benefits contained in the Flexible Health Benefits Plan will not change.
- B) The Joint Benefits Committee will review the previous year's actual costs, prices, credits and choices of the Flexible Health Benefits Plan on an annual basis (October). The Committee will make recommendations to the appropriate Union and Company representatives with respect to benefits cost containment issues and benefit plan improvements. The committee will review pension plan issues and status during the October meeting.
- C) The Joint Benefits Committee will discuss the content of the employee education sessions. Prior to re-enrolment in each year of the Collective Agreement, the Company will provide Flexible Health Benefits Plan "Education Seminars" for employees. The purpose of these seminars will be to ensure that employees are making informed decisions with respect to their annual benefit enrolment. A pension education component will be added to the benefits re-enrolment seminars.
- D) Effective January of each year of the collective agreement, there will be an increase to the prices and the credits of the Flexible Health Benefits Plan.
- E) The Company and Union agree to provide the Harmonized Benefits Plan as presented to the Union Negotiation Committee during discussions for renewal of the Collective Agreement that expired on December 31, 2019. 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, upon request.

The effective date for the Harmonized Benefit Plan will be January 1, 2022.

The Company and Union agree that an overall cost sharing of 93% employer and 7% employee will be maintained. The Company agrees that there will be no

**Letter of Understanding #17**  
**Re: Flexible Health Benefits Plan (continued)**

changes to the Harmonized Benefit Plan for the duration of the Collective Agreement. The Company reserves the right to make administrative or insurer changes during the term of the Collective Agreement.

**Savings Plan**

The Company agrees to provide the Harmonized Savings Plan, which will be effective on January 1, 2022, presented to the Union Negotiation Committee during discussions for renewal of the Collective Agreement that expired on December 31, 2019.

**Retiree Medical**

The Company agrees to provide the Harmonized retiree benefits plan, which will be effective for employees whose last day worked is on or after December 31, 2021, as presented to the Union Negotiation Committee during discussions for renewal of the Collective Agreement that expired on December 31, 2019.

2018

Option	Single	Couple	Family
(Opt Out)	54	89	134
#1 (50%)	106	212	318
#2 (80%)	136	272	408
#3 (90%)	157	313	470

2019

Option	Single	Couple	Family
(Opt Out)	61	102	153
#1 (50%)	121	242	363
#2 (80%)	155	311	466
#3 (90%)	179	358	537

## **Letter of Understanding #17**

### **Re: Flexible Health Benefits Plan (continued)**

- Opt-out Price Tags & Credits (If an employee Opt-out of benefits money can be put into a Health Spending Account.
- \$1000.00 per person annual maximum for vaccines.
- Replace Fitness Subsidy with Wellness Program (Biometric screening is optional and will continue to be optional in the future.) This program is effective January 1, 2018.
- Lifetime Drug Maximum (\$2,000,000 per person).

## **Letter of Understanding #18**

### **Re: Part Time Employees**

It is understood and agreed that all terms and conditions of the Collective Agreement apply, except for the following provisions:

#### **Article 10 Seniority**

Establishment of seniority on inclusion in the bargaining unit

- Same date of entry into the bargaining unit
- Ranking based on company service date

Establishment of seniority for permanent part time employees hired after ratification will be based on Article 10 of the Collective Agreement.

#### **Article 13 Layoff/Recall**

Company service date will be used for the purposes of layoff.

#### **Article 14 Employee Benefits**

Flex credits are based on fifty percent (50%) of single, couple or family status.

#### **Article 22 Hours of Work**

- 0 – 24 hours per week
- Shifts are established based on business requirements and mutual agreement. The Company may make changes to the shift schedule. Schedules will be posted monthly.

#### **Article 23 Overtime**

- Overtime will be paid at a rate of double time after working forty (40) hours in one (1) week
- Overtime will only be offered in accordance with the Part Time Employee Overtime Procedure

## **Letter of Understanding #18**

### **Re: Part Time Employees (continued)**

#### **Part Time Employees Overtime Procedure**

- 1) Same day, unscheduled overtime will not be offered to Part Time employees on site until:
  - a) All qualified Full Time Employees, on site, have been asked. If no Full Time employees agree to the overtime request;
  - b) All qualified Variable Hour employees, on site, have been asked. If no Variable Hour employees agree to the overtime request;
  - c) The unscheduled overtime will then be offered to qualified Part Time employees on site.
- 2) If the above is not followed, the qualified Full Time or Variable Hour employee on site, who should have been offered the overtime request, will receive Overtime pay, at their applicable rate. These hours will be worked at a mutually agreeable time, within the calendar year.
- 3) No scheduled overtime will be worked by Part Time employees. Unless mutually agreed to by the Company and the Union.

#### **Statutory Holiday for Part Time Employees**

- Statutory Holiday's will not count towards the 0-24 hour per week a part time employee could work. Statutory Holidays are paid out.
- Part time employee could be paid for 32 hours in a work week where a Statutory Holiday occurs (24 hours worked, 8 hours Statutory Holiday). The week of Christmas would be the exception, since two (2) Statutory Holidays are paid (Christmas/Boxing Day)(24 hours worked, 16 hours Statutory Holiday).
- Part time employee cannot chose to bank statutory holiday as a lieu day as it is paid to the employee.

## **Letter of Understanding #19**

### **Re: Work Management Centre Staff**

It is understood and agreed that effective upon ratification, the Collective Agreement will be modified for employees in the Work Management Centre (excluding Dispatch).

The Company commits to maintain twenty-four (24) forty (40) hour work week Work Management Clerical positions.

The process for backfilling forty (40) hour work week positions will follow these guidelines.

1. Management will determine where the 40 hour position will be located.
2. Either an Expression of Interest will be posted for the 5 additional hours (40 hour position) in a location, or a posting for 40 hours will be posted companywide for a specific location.
3. Any Work Management Clerk range seven (7) who is a forty (40) hour employee will carry their forty (40) hour to an existing Work Management Clerk range seven (7) position or vacancy within Work Management Centre.
4. When the Company determines there is a requirement for a Work Management Clerical position(s), at a location, Article 11.01 will be followed.

Example: John Smith is located in Ottawa, and is one of the twenty-four (40) hour work week positions. John moves to another position outside of the Work Management Centre. Management determines that the additional five (5) hours (40 hour position) should be located in Toronto. An Expression of Interest is posted in Toronto for the additional 5 hours (40 hour position), and the company will determine if a posting is required for 35 hours in Ottawa.

## **Letter of Understanding #20**

### **Re: Pension**

The company understands the Union's imperative regarding Pensions and commits to the following:

1. The Union Executive, including a consultant, shall be provided access to meet with the Enbridge Gas Inc. Executive Management team to discuss the current plans and potential enhancements.
2. A Pension education component will be added to the Benefits re-enrollment voluntary sessions facilitated by Human Resources Consultants for all company employees.

If during the term of the Collective Agreement, the Company makes an amendment to increase STIP pensionable earnings from 50% to non-bargaining unit employees, the Company agrees to apply such amendments to those employees covered by this agreement.

The Company agrees to provide the Harmonized Pension Plan presented to the Union Negotiation Committee during discussions for renewal of the Collective Agreement that expired on December 31, 2019. The detailed provisions of the pension plan are set forth in the plan document which shall be made available for inspection by the Union, upon request.

Employees enrolled in the defined contribution (DC) or defined benefit (DB) provisions of the Enbridge Gas Inc. pension plan (current plan) on the date of ratification of this collective agreement will be given a one-time, irrevocable opportunity to elect to either remain in their current pension provision or move to the Harmonized Pension Plan. The effective date for the Harmonized Pension Plan will be January 1, 2022.

Employees who are hired after the ratification of this agreement but before January 1, 2022, will be given a choice to join the DB provision or the DC provision of the current plan and will join the Harmonized Pension Plan on January 1, 2022.

## **Letter of Understanding #20**

### **Re: Pension (continued)**

New hires on or after January 1, 2022 will join the DC provisions of the Harmonized Plan for a period of five years before joining the DB provisions of the Harmonized Plan. Employees who join the Harmonized Pension Plan on January 1, 2022, will be transitioned based on their years of service at December 31, 2021, as follows:

- Employees participating in the DC provisions of the current plan who have less than 5 years of service from hire will transition to the DC provisions of the Harmonized Plan for the balance of 5 years of service, before joining the DB provisions of the Harmonized Plan.
- Employees participating in the DC provisions of the current plan who have 5 or more years of service from hire will transition to the DB provisions of the Harmonized Plan.
- Employees participating in the DB provisions of the current plan, regardless of their years of service from hire, will transition to the DB provisions of the Harmonized Plan.

Employees who elect to remain in their current pension provision will not be given an opportunity to elect to switch between the DB and DC pension provision upon reaching 40 or 60 points.

Employees on long term disability participating in the current plan on December 31, 2021 will automatically join the Harmonized Plan on January 1, 2022. There are no required employee contributions and no pension credits paid while on long term disability and while participating in the Harmonized Pension Plan.

### **Additional Voluntary Contributions**

Effective January 1, 2022, all members in the DB provisions of the Harmonized Pension Plan can participate in the Additional Voluntary Contributions (AVC) feature of the Harmonized Plan and have the option to contribute up to 3% of their base pay as AVCs into the Harmonized DB Pension Plan.

## **Letter of Understanding #21**

### **Re: Quarterly Workforce Report**

It is understood and agreed that the Company will provide the Union with the following reports on a quarterly basis.

1. Quarterly Workforce Report
2. WMC/40 Hour Staff/PVH Report
3. Temporary Workforce Report

## **Letter of Understanding #22**

### **Re: Gas Technician I / Machine Operator Classification**

The Company and Union recognize the value of Gas Technician 1 employees becoming Gas Tech 1/Machine Operator. This approach provides a benefit to both the worker and the Company. It allows the worker to expand on their skill set and have further opportunity and security in the evolving workplace. It allows the Company to gain efficiencies and be more productive in completing work and assures competency. This program only applies to employees in the Gas Technician 1 classification.

- A) This Letter of Understanding applies to the operation of Backhoes (Case 580 or larger), or Direction Drill only.
- B) When the Company determines there is a requirement for a Gas Technician 1/Machine Operator at a depot, the following process will occur.
  1. If this is a non-incremental position at the depot a Gas Technician 1/Machine Operator in Training bulletin will be posted at the depot.
  2. If this is an incremental position at the depot a Gas Technician 1/Machine Operator bulletin will be posted companywide. If there are no qualified candidates for a Gas Technician 1/ Machine Operator bulletin a Gas Technician 1/ Machine Operator in Training bulletin will be posted companywide.
- C) The most senior Gas Technician 1 employee who is interested in the training bulletin must demonstrate a basic proficiency in Machine Operation. This will be determined by management review with input from Fleming College or equivalent 3rd party.
- D) Employees selected for the training opportunity will be required to attend and successfully complete Fleming College or equivalent 3rd party training program and meet the minimum qualifications to be considered a candidate for the training program.

**Letter of Understanding #22**  
**Re: Gas Technician I / Machine Operator**  
**Classification (continued)**

- E) Following successful completion from Fleming College training program or 3rd party program, the employee will embark upon a four stage practical training program as follows:

**Stage 1 – 100 hours of practical machine time**

Specific training to include Health and Safety knowledge including OHSA Act, Highway Traffic Act, Construction Regulations, TSSA/ESA excavation requirements, legal responsibilities, due diligence, securing equipment and basic set-up, pre-start inspection procedures, documentation and record keeping, basic concepts of equipment design as well as operation and maintenance, and equipment controls and specifications.

**Stage 2 – 100 hours of practical machine time**

Specific training to include troubleshooting, minor repairs, daily maintenance of machine, transporting machine to the work site, basic theory of hydraulics, Rigging and Rigging hardware, figuring loads - capacity and configuration. At the successful completion of this stage the employee must possess an AZ license.

**Stage 3 – 100 hours of practical machine time**

Specific training to include ongoing theory, and practical training.

**Stage 4 – 100 hours of practical machine time**

NOTE: In order to provide the required training hours and experience it may be necessary for the employee to be deployed to different work locations during the training period.

Rate of Pay: Employee to receive the Gas Technician 1/Machine Operator rate of pay while operating the machine during the four stage practical training program. At the successful completion of the program the employee will receive the Gas Technician 1/Machine Operator rate of pay.

**Letter of Understanding #22**  
**Re: Gas Technician I / Machine Operator**  
**Classification (continued)**

- F) Upon the completion of each stage, management review with input from Fleming College or equivalent 3rd party will occur to determine if the candidate is eligible to progress to the next stage. A Union observer may be present during the assessment of the employee. After successful completion of Stage 4 the employee will be considered a Gas Technician 1/Machine Operator. If at any assessment stage it is determined by management that the employee is deemed ineligible to continue, or the employee chooses to abandon the program, the Company will consider moving them to their former classification and rate of pay at their current work depot. If a position is not available they will be moved in accordance with Article 11.04.
- G) It is understood that in order to meet the business needs during the training period which is required to nurture and develop the Gas Technician 1/Machine Operator, that the Company will employ contract Machine Operators.
- H) The employee must complete all stages of the program within a two (2) year period, commencing from the start date of Stage 1.

**Letter of Understanding #23**  
**Re: Gas Distribution Fitter**

Upon contract ratification the company will be introducing a new classification of Gas Distribution Fitter.

The requirement/qualification for this position will be G1.

The rate of pay is outlined in Article 27, Rates of Pay Table 27.05 Local Operations Unit Salary Schedule.

All existing Utility Fitter I, II, III will remain in their existing roles and be grandfathered at a personal rate of pay (green circled).

If an existing Utility Fitter I, II, III bids into the new position of Gas Distribution Fitter they will remain grandfathered at their personal rate of pay.

If an existing Utility Fitter I, II, III elects to post into other vacancies and are successful their rate of pay will reflect that of the position applied.

The implementation of the Gas Distribution Fitter classification will not affect the incumbent Utility Fitters.

**Letter of Understanding #24**  
**Re: Hours of Work**

It is understood and agreed that the following documents make up the understanding and agreement of the Hours of Work.

1. Minutes of Agreement between Enbridge Gas Inc. and UNIFOR Local 975
2. Travel Time Requirements
3. General Guidelines
4. Hours of Work: Quick Reference

**Letter of Understanding #24  
Re: Hours of Work (continued)**

**Minutes of Agreement**

Between

**Enbridge Gas Inc.**

(The "Company")

And

**Unifor Local 975**

(The "Union")

**Excess Hours Agreement for Employment Standards Act Permit**

(The "Agreement")

**Letter of Understanding #24  
Re: Hours of Work (continued)**

The Company and Union Agree:

1. Hours of work and application of overtime will be administered in accordance with the Collective Agreement.
2. The purpose of the Agreement is to satisfy the requirements of the Employment Standards Act and is not intended to alter or amend the terms and conditions of the existing Collective Agreement (Article 23.08, or Forcing of Work Beyond 48hrs.). In addition, the Agreement is not intended to change any existing "hours of work" practices currently in place, except as may be required under any applicable legislation.
3. The Company will submit the attached Application to the Ministry of Labour for an "Excess Hours" permit for all applicable locations and employee groups to:
  - A. Work in excess of forty-eight (48) hours in a week to a maximum of sixty (60) hours.
4. This Agreement commences on January 1, 2019 and ends on December 31, 2019. This Agreement will be automatically renewed for a further one (1) year period January 1 to December 31 in the following years unless the Union gives the Company at least one (1) month notice to the expiry of the Agreement in effect at that time.



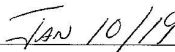
For the Union

(Doug Carter)

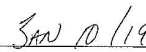


For the Company

(Chris Spence)



Date



Date

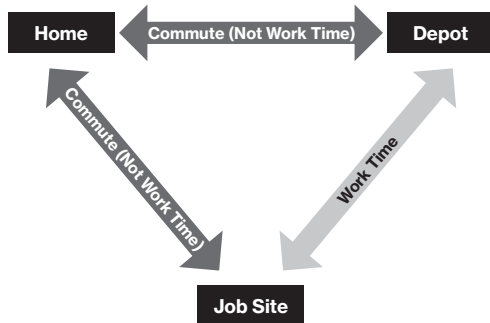


## Letter of Understanding #24 Re: Hours of Work (continued)

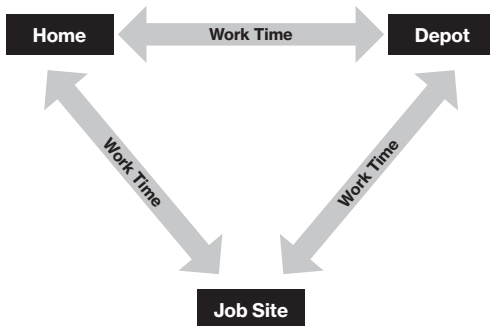
### Travel Time Requirements

- Travel time requirements represent limitations as to how long staff can remain on the job site and must be considered in the preceding guidelines.
- Supervisors will need to plan work appropriately to allow for travel time.

For staff working their regular shift as well as those working continuously afterward



For staff responding to afterhours emergencies



ENB LL 24057848

## Letter of Understanding #24 Re: Hours of Work (continued)

### General Guidelines Have Been Developed:

- The sum of a regularly scheduled shift and subsequent continuous non emergency work can total no greater than 13 hours. For example, continuous non emergency overtime (Planned or Scheduled work) may run from either
  - 7:30am to 8:30pm OR
  - 3:00am to 5:00pm
- The sum of a regularly scheduled shift and subsequent continuous emergency work can be no greater than 16 hours. Incident commanders and depot supervisors must assess and document the need for the replacement of resources at the twelfth hour of an emergency. Incident commanders will normalize hours for longer term emergency responses such that they do not exceed the limitations of the hours of work guidelines.
- Emergency overtime completed on or before 11:30pm has no impact on the regular start time of 7:30am the following day.
- Emergency overtime occurring between the hours of 11:30pm and 4:30am results in an employee being granted 8 hours off before returning to work.
- Should an employee receive his/her first call out for emergency work after 4:30am they will be expected to continue working until the 4:00pm. The employee can not work later than 6:30pm on non emergency continuous overtime.
- Planned weekend work may take place on either the Saturday or Sunday but not on both days.
- A driver shall not drive a CVOR vehicle unless there is an emergency or the driver has taken 24 consecutive hours of off-duty time in the preceding 14 days
- To adhere to the guidelines, travel time along the various routes of home, depot and jobsite must be taken into consideration. Driving time may be tabulated as work hours should it be due to completing emergency work.

**Letter of Understanding #24**  
**Re: Hours of Work (continued)**

**Hours of Work: Quick Reference**

Type of Work	Start Time	End Time	Start Time on the Next Day
Regular Work Day	7:30 am	4:00 pm	7:30 am
Continuous Non-Emergency Overtime	4:00 pm	Prior to 8:30 pm <sup>1</sup>	7:30 am
Continuous Emergency Overtime	4:00 pm	Prior to 11:30 pm	7:30 am
		Between 11:30 pm and 1:00 am <sup>2</sup>	Must ensure 8 hours between shifts <sup>3</sup>
Non-Continuous Emergency Overtime	Between 4:00 pm and 11:30 pm	Prior to 11:30 pm	7:30 am
	Between 4:00 pm and 4:30 am	Between 11:30 pm and 7:30 am	Must ensure 8 hours between shifts
	After 4:30 am	Prior to 7:30 am	7:30 am

1: Maximum end time. Employee must be home or at the depot at this time (ESA requirement)

2: Maximum end time. Employee must be home or at the depot at this time (CBA requirement)

3: Shift: Paid on-duty hours

**Other guidelines:**

- A driver shall not drive a CVOR vehicle unless there is an emergency, or the driver has taken 24 consecutive hours off-duty time in the preceding 14 days (HTA Requirement)
- Planned weekend work may take place on either the Saturday or Sunday but not on both days (ESA requirement)
- Efforts will be taken to keep Non-Continuous emergency overtime under eight hours. However, this may not always be possible due to regional resources availability emergency response, capabilities, etc.

**Letter of Understanding #25**  
**Re: Company Statement on Business Conduct**

The right to require all employees to complete annual training and upon request to provide written acknowledgement of compliance with the Company's Statement on Business Conduct, as amended from time to time. Any action taken by the Company for non-compliance with the Company's Code of Business Conduct, as amended from time to time shall be subject to the collective agreement including but not limited to the discipline, discharge, grievance, arbitration and just cause provisions. For the sake of great certainty, it is agreed and understood that the collective agreement supersedes the Company's Statement of Business Conduct, as amended from time to time.

## **Letter of Understanding #26**

### **Re: Lead Hand**

A Lead Hand is a temporary designated employee who will fulfill MOL requirements of a Health & Safety representative at a worksite where there are 5 or more workers, including the Lead Hand.

A Lead Hand will:

- Coordinate activities for the day as assigned by the supervisor
- Continue to perform Bargaining Unit work
- Continue to be an active member of the crew
- Address safety issues at the worksite

A Lead Hand will not conduct performance appraisals or handle disciplinary matters.

Only an employee who desires to be a Lead Hand will be considered for the position. An expression of interest will be posted at each depot to create a pool of qualified Lead Hands. The Company will review the capabilities and qualifications, and provide required training to the selected designated employee.

Employees agreeing to take a Lead Hand assignment will not be required to change shifts, and other Local 975 employees will not experience shift changes due to someone else being made a Lead Hand.

Current employees who were qualified as a Lead Hand will continue to be eligible for a premium on the applicable rates of pay per Article 27 (d) for the business day when designated by management.

## **Letter of Understanding #27**

### **Re: Paid Education Leave**

#### **Cents Per Hour**

The Employer agrees to pay into a special fund an amount of three cents (\$.03) per hour for all compensated hours to provide for a UNIFOR Paid Education Leave (PEL) program. Such payment will be remitted on a quarterly basis into a trust fund established by the UNIFOR National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

UNIFOR Paid Education Leave Program  
115 Gordon Baker Rd.  
Toronto, ON M2H 0A8

The Employer shall approve Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

**Letter of Understanding #28**  
**Re: Unifor Justice Fund**

The Company agrees to contribute an annual lump sum which will total \$27,040.00 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.

**Letter of Understanding #29**  
**Re: Staffing Levels**

It is understood and agreed that within ninety (90) days of contract ratification, the Company will post twenty (20) permanent full-time positions. Job classifications and locations to be determined by the Company.

## **Letter of Understanding #30**

### **Re: Contracting**

It is not the intent of the Company to layoff permanent employees for the sole purpose of replacing those employees with contract firms, and the Company will make every effort to minimize the contracting out of work, subject to operational and cost concerns. The Company will meet at the Union's request to discuss contracting out. This Letter of Understanding is for the term of the Collective Agreement.

## **Letter of Understanding #31**

### **Re: 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 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, 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 her 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.

**Letter of Understanding #32**  
**Re: Drafting CADD Tech**

For the 2018 calendar year (January 1, 2018 to December 31, 2018) eight (8) Drafting CADD Techs will move to forty (40) hours per week.

The parties have agreed that during that the drafting CADD Techs will remain at the forty (40) hours per week.

Effective January 1, 2022 nine (9) Records CADD Techs will move to forty (40) hours per week.

**Letter of Understanding #33**  
**Re: Lead Hand Position(s)**

It is understood and agreed that within ninety (90) days of contract ratification, the Company will post (3) three expressions of interest positions for Lead Hand at locations determined by the Company. Employees can only bid on the expression of interest at their given location. The new rate of pay for this position will be \$40.00 per hour. The first general wage increase for this position will be applied effective January 1, 2018. The selection of an employee will be based on mutual agreement between the Union and Company. The Company will provide a job description to the Union prior to posting the expression of interests.

Lead Hand filling Labourer vacancies will carry their Gas Technician 1 rate of pay to the new job.

## **Letter of Understanding #34**

### **Re: Joint Health & Safety Representative**

It is understood and agreed that the Company and the Union have a Joint Health and Safety Representative based on the following terms and conditions.

- A) The mandate, role and responsibilities of this position have been clearly defined and agreed to by the Company and the Union.
- B) The selection of an employee will be based on mutual agreement. The employee will be paid an Lead Hand rate of pay. The Company will pay 100% of this rate.
- C) The appointment of the employee will be reviewed on an annual basis. Continuation of the role will be based on mutual agreement.

## **Letter of Understanding #35**

### **Re: Travel Guidelines to Attend Training at the New Technical Training Centre and other locations as required for Bargaining Unit Employees**

It is understood and agreed that all terms and conditions of the Collective Agreement apply.

Central Region & Bargaining Unit Employees working at VPC

Employees must seek their supervisor's approval regarding travelling arrangements prior to the scheduled training.

- The Company agrees to pay for mileage from the employee's normal base of operations to the Technical Training Facility or other locations. This is in accordance with the Transportation manual.

Or

- The Company agrees that an employee may use a company vehicle for the purposes of travel to the Technical Training Facility or other locations. (Subject to vehicle availability at the employee's normal base of operations and attaining their supervisor's approval).

Training schedules will attempt to allow for travel time from the employee's normal base of Operations to/from the Technical Training Facility or other location.

If over-time does occur during scheduled training the Company in accordance with the collective agreement will follow Article 23 as it relates to over-time, specifically article 23.02 and 23.04.

Ottawa/Niagara Region

Employees must seek their supervisor's approval regarding travelling arrangements prior to the scheduled training.

- The Company agrees to pay for mileage from the employee's normal base of operations to the Technical Training Facility or other locations. This is in accordance with the Transportation manual.

Or

## **Letter of Understanding #35**

### **Re: Travel Guidelines to Attend Training at the New Technical Training Centre and other locations as required for Bargaining Unit Employees (continued)**

- The Company agrees that an employee may use a company vehicle for the purposes of travel to the Technical Training Facility or other locations. (Subject to vehicle availability at the employee's normal base of operations and attaining their supervisor's approval).

If training is scheduled to commence on a Monday, the employee can choose to travel on the Sunday. In accordance with article 21.10 the Company agrees to compensate any employee who stays out of town on Company business eighty (\$80) per overnight stay. Also, in accordance with article 21.11 the Company agrees to make arrangements for single accommodations for an overnight stay and said accommodations will be billed directly to the Company.

If over-time does occur during scheduled training the company in accordance with the collective agreement will follow Article 23 as it relates to over-time, specifically article 23.02 and 23.04.

The sum of regularly scheduled training and travel time can total no greater than 13 hours. It is recommended that in advance of training courses at TOC or other locations that supervisors and employees mutually agree upon travelling arrangements. If arrangements change throughout the course of training, the employee should discuss with their supervisor alternative arrangements.

#### **Examples of Travel Guidelines**

1. Employee takes a Company vehicle from their normal base of operation.
  - Training commences at 08:30 a.m. – training schedules will attempt to allow for 1 hour for travel time from the employee's normal base of operation to Technical Training Centre

## **Letter of Understanding #35**

### **Re: Travel Guidelines to Attend Training at the New Technical Training Centre and other locations as required for Bargaining Unit Employees (continued)**

- Training ends at 3:00 pm- this allows for 1 hour of travel time from the Technical Training Centre to the employee's normal base of operation OK
  - If the employee does not return to the yard until 4:30 due to traffic the employee is paid ½ hour of OT
2. Employee takes their own vehicle to training and is paid mileage from normal base of operation to Technical Training Centre. If over-time does occur during scheduled training the company in accordance with the collective agreement will follow Article 23 as it relates to over-time, specifically article 23.02 and 23.04. It is expected that both the employee and management discuss the reasonableness of the over-time incurred prior to being approved.



## **Letter of Understanding #36**

### **Re: Ottawa WMC Closure**

During the negotiations for renewal of the Collective Agreement that expired December 31, 2019, Unifor Local 975 and Enbridge Gas Inc. have agreed to the following terms and conditions to be used in the handling of the closure of the Ottawa Work Management Centre (WMC).

The expected closure of the Ottawa WMC will occur in 2022 and will adhere to the following language within the Collective Agreement.

- Article 13 Layoff/Recall
- Letter of Understanding #14 Re: Severance

### **Relocation**

A bargaining unit employee who accepts a position outside the Eastern Region, including bumping within the current franchise area covered between Local 975 and Enbridge Gas Inc. will be entitled to the following relocation assistance.

Relocation assistance is subject to meeting Canada Custom and Revenue Agency requirements for moving expenses. The maximum total expenses may not exceed \$15,000.00. Expenses eligible for reimbursement are limited to:

- i. Cost of moving the employee's household and personal goods. Such assistance will be in accordance with Company relocation 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 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.

## **Letter of Understanding #36**

### **Re: Ottawa WMC Closure (continued)**

- v. Costs associated with the employee's home finding trip and final move trip to the new location.
- vi. Any commuting expenses (mileage) paid to the employee for relocation purposes will be paid in addition to the above amount and shall be paid as per the company mileage policy at the time.
- vii. An employee has one year from the effective date of accepting a new position, including bumping outside of the Eastern Region to exercise the option to relocate his/her principal residence in order to qualify for the relocation assistance provided.

The above payments are subject to prior Management approval and are subject to the term and conditions governing relocation expenses in effect at the Company and must be supported by appropriate receipts. All distances are assumed to be via the most direct route.

Any eligible relocation expenses deemed taxable by Canada Custom and Revenue Agency will be grossed up for taxes by Company.

### **Tuition Reimbursement**

If the bargaining unit employee is returning to school for educational purposes at an accredited college, university or skilled trade facility the employee will be entitled to up to \$5,000.00 in tuition reimbursement with the appropriate acceptance letter and receipts.

### **Career Transition**

A bargaining unit employee accepting severance will also be entitled to professional career management assistance made available through the company's 3rd party contract firm. The bargaining unit employee is encouraged to use these services in order to assist in identifying career options and making a successful transition. The bargaining unit employee will be entitled to up to one (1) month of professional career management assistance.

## **Letter of Understanding #37**

### **Re: Domestic Leave Violence**

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 workload;
  - 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 Sick Benefits 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.

#### **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

## **Letter of Understanding #37**

### **Re: Domestic Leave Violence (continued)**

- 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)
- g) 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 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.

## **Letter of Intent #1**

### **Re: Vacation**

If during the term of the Collective Agreement, the company makes an amendment to the service eligibility requirement for six (6) weeks vacation applicable to non-bargaining unit employees, the Company agrees to apply such amendments to those employees covered by this agreement.

## **Letter of Intent #2**

### **Re: Contractors**

It is understood and agreed that during the term of the collective agreement, the Company will not give exclusive rights to a contractor for a specific district (contractor only district) without mutual agreement with the Union.

## **Letter of Intent #3**

### **Re: Changes to Shifts, Hours of Work and Work Location**

It is understood and agreed that when the Company intends to make a change to an employee's shift, hours of work or work location, the following process will be utilized.

1. A notice of change will be presented to the Union (written or verbal) which will contain;
  - Proposed change, employees affected
  - Timing of change
  - Business rationale or case which would contain objective measures and costs
  - Recommendations/solutions to deal with the change
2. The manager will meet with the Union to seek mutual agreement. If mutual agreement is reached, the details of the agreement will be signed off by the manager and the appropriate Union representative.
3. Where no mutual agreement is reached between the manager and the Union, the matter will be submitted to the Union/Management Committee for review with the intent to reach mutual agreement.
4. It is understood that if mutual agreement is reached, it is without precedent or prejudice to either party.
5. If no mutual agreement can be reached, the matter will be subject to the grievance/arbitration process.

## Letter of Intent #4 Re: Retention Strategy STN.B & Kelfield

It is understood and agreed that the Company and the Union will establish a committee consisting of two (2) management, two (2) bargaining unit members and a Human Resource representative to establish strategies surrounding the retention of Gas Technicians within the Toronto Metro Region, specifically Stn. B and Kelfield depots.

The Committee will present these strategies to a Steering Committee consisting of a Director of Operations, Labour Relations, the Unit Chair of Local 975 and the Unifor National Representative. Specific strategies will be considered and a potential for a pilot project will be implemented during the duration of the current Collective Agreement when mutually agreed by the Union and the Company.

## Memorandum of Agreement

### MEMORANDUM OF AGREEMENT

BETWEEN:

UNIFOR, LOCAL 975

(the "Union")

-and-

ENBRIDGE GAS DISTRIBUTION

(the "Employer")

### BACKGROUND

- A. The Employer and the Union (collectively referred to as the "Parties") were parties to a collective agreement that was in effect from January 1, 2011 through to December 31, 2013.
- B. The Parties are now parties to a collective agreement dated January 1, 2014 (the "Collective Agreement").
- C. On July 7, 2011, the Union filed a grievance alleging that several job classifications and the employees in the job classifications at issue were improperly excluded from the bargaining unit of the collective agreement (the "Scope Grievance").
- D. On March 24, 2014, the Union filed a grievance alleging that the Accreditation Verifier job classification was improperly excluded from the bargaining unit of the Collective Agreement (the "Accreditation Verifier Grievance").
- E. The Scope Grievance and the Accreditation Verifier Grievance shall be collectively referred to herein as the "Grievances".
- G. The Parties have agreed to settle the Grievances in their entirety on the terms and conditions set out in this Memorandum of Agreement (the "Agreement");
- H. The Parties wish to reduce the possibility of future grievances regarding the recognition clause of the Collective Agreement and to provide a mechanism for disposing of such grievances expeditiously.

## Memorandum of Agreement (continued)

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### THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. The Union hereby withdraws the Grievances.

#### All Existing Non-Union Positions Excluded

2. Effective date of execution of this Memorandum of Agreement, all existing non-union positions will be excluded from the bargaining unit and such non-union positions will remain non-union on a go-forward basis, subject to Paragraph 9. The Union shall not file any grievance or initiate any dispute challenging the exclusion from the bargaining unit of any of these non-union positions, subject to Paragraph 9.

#### New Positions

3. When the Employer creates a "new position" in the franchise area covered by Enbridge Gas Distribution (defined in Letter of Understanding #1 RE: Recognition Clause) the Unit Chair will be provided with a copy of the position description prior to the posting of the position. Information contained in the position description shall include the following:
  - The Location
  - The Department
  - Job Duties and Qualifications
  - Rate of pay
  - Inclusion in or exclusion from the bargaining unit
4. The following criteria will be used to determine if the new position should be included in or excluded from the bargaining unit.
  - (a) A new position shall be excluded from the Bargaining Unit provided the new position would be excluded from a bargaining unit by the Labour Relations Board pursuant to the application of Sec. 1 (3) (b) of the Ontario Labour Relations Act, 1995.
  - (b) A new position shall also be excluded from the Bargaining Unit provided the new position falls within one of the identified exclusions set out in Article 1 "Recognition" and Letter of Understanding #1 Re Recognition Clause of the Collective Agreement. It is understood and agreed that the term "supervisor/supervisors" as used in Article 1.01 Recognition and Letter of Understanding #1 Re Recognition Clause, shall be defined in accordance with Sec. 1 (3) (b) of the Ontario Labour Relations Act 1995 as applied by the Labour Relations Board.
  - (c) A new position not excluded pursuant to 4 (a) or 4 (b) above will be included in the bargaining unit.

## Memorandum of Agreement (continued)

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5. Where the Union disagrees with the Employer's determination to exclude a new position from the bargaining unit, the Union must notify the Employer within ten (10) calendar days of receipt of the position description. The Employer and the Union shall meet within ten (10) calendar days thereafter in an effort to resolve the dispute. At the meeting the employer and the Union shall produce all information relevant to the position's inclusion or exclusion from the bargaining unit. Failing agreement at the meeting, the Union may within ten (10) calendar days thereafter by notice in writing to the Employer invoke the mediation/arbitration resolution process set out below (paragraph 7).

#### Rates of Pay

6. Where the Union disagrees with the proposed rate of pay for a new position that is to be included in the bargaining unit, the Union must notify the Employer within ten (10) calendar days of receipt of the position description. The Employer and the Union shall meet within ten (10) calendar days thereafter in an effort to resolve the dispute. At the meeting the Employer and the Union shall produce all information relevant to the position's rate of pay. Failing agreement at the meeting the Union may within ten (10) calendar days thereafter by notice in writing to the Employer invoke the Mediation/Arbitration process set out below in (paragraph 7). An arbitrator disposing of a rate of pay dispute shall not render a decision inconsistent with the Parties' job evaluation plan or the Ontario *Pay Equity Act*.

#### Mediation/Arbitration Resolution Process

7. Where the Union disagrees with the Company's determination to exclude a new position from the bargaining unit and/or the rate of pay for a new bargaining unit position, the following mediation/arbitration resolution process shall apply:
  - The Parties shall make every effort to agree upon an available Arbitrator, to arrange a hearing within sixty (60) calendar days of the dispute.
  - The Parties will provide their written submissions to the Arbitrator at least fifteen (15) calendar days prior to the hearing.
  - The hearing shall be limited to a single day. In ensuring that the dispute is disposed of in a single day, the Arbitrator shall have the jurisdiction of an Arbitrator under the LRA, including the jurisdiction to establish time limits on examination, cross examination and oral submissions.
  - The Arbitrator shall issue a decision in writing disposing of the dispute within ten (10) calendar days of completion of the hearing, with reasons to follow.
8. For greater clarity, all disputes relating to or arising from Article 1: Recognition and Letter of Understanding #1 Re Recognition Clause in the Collective Agreement (together, the "Scope Clause") will henceforth be dealt with through this mediation/arbitration

# Memorandum of Agreement (continued)

- 4 -

process and not through the grievance and arbitration procedures set out in Articles 25 and 26 of the Collective Agreement.

## Existing Position Substantially Changed (40%)

9. An existing position substantially changed is a position that was in existence prior to the execution of this Memorandum of Agreement where the position duties have been changed to the extent (i.e. by 40% or more) such that the following is now arguable:
- The position should now be included in the bargaining unit.
  - The position should now be excluded from the bargaining unit.
  - A new rate of pay should be assigned to the current position.
10. Commencing on Aug 1/2017 and each three (3) months thereafter the Company shall supply a list, to the Unit Chair, of all Non-Union and Union jobs posted and filled in the three (3) months period ending one (1) month immediately prior to the date the list is supplied.
11. This Memorandum of Agreement, effective the date of execution, shall form part of the Collective Agreement.

## IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT:

July 13, 2017  
Date

ENBRIDGE GAS DISTRIBUTION  
Per: Chris Spence  
Chris Spence

July 13/2017  
Date

UNIFOR, LOCAL 975  
Per: Doug Carter  
Doug Carter

# Memorandum of Agreement (continued)

## MEMORANDUM OF AGREEMENT

BETWEEN:

UNIFOR, LOCAL 975

(the "Union")

-and-

ENBRIDGE GAS DISTRIBUTION

(the "Employer")

## BACKGROUND

- A. The Employer and the Union (collectively referred to as the "Parties") were parties to a collective agreement that was in effect from January 1, 2011 through to December 31, 2013.
- B. The Parties are now parties to a collective agreement dated January 1, 2014 (the "Collective Agreement").
- C. On October 28, 2013, the Union filed a grievance alleging that the Company's Drug and Alcohol Policy is contrary to the collective agreement and the Ontario Human Rights Code (the "Drug & Alcohol Policy Grievance").
- D. The Parties have agreed to settle the Grievances in their entirety on the terms and conditions set out in this Memorandum of Agreement (the "Agreement");

## THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. The Company agrees the Union is withdrawing the grievance without precedence and reserves the right of an individual employee to file a grievance challenging the Company's Drug & Alcohol Policy.

## IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT:

July 13, 2017  
Date

ENBRIDGE GAS DISTRIBUTION  
Per: Chris Spence  
Chris Spence

July 13/2017  
Date

UNIFOR, LOCAL 975  
Per: Doug Carter  
Doug Carter