

COLLECTIVE AGREEMENT

Between

ENBRIDGE GAS INC.

And

UNIFOR



STO

Local 999 – STO (Excluding Dunnville, Chatham)

Dawn

Lobo

Bright

Parkway

Cambridge

January 1, 2018 – December 31, 2020

15218 (01)

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AGREEMENT

THIS AGREEMENT entered into
the 23rd day of May, 2019

BETWEEN:

ENBRIDGE GAS INC.

(hereinafter referred to as the “Company”)

OF THE FIRST PART

and

UNIFOR

STORAGE, TRANSMISSION, AND OPERATION UNITS

Local 999

Dawn, Lobo, Bright, Parkway, Cambridge

Here in after referred to as the “Union”

OF THE SECOND PART

ARTICLE 1

DEFINITIONS

1.01 “Company” shall mean Enbridge Gas Inc.

1.02 “Local” as used hereinafter shall mean the appropriate Local and/or Bargaining Unit of Unifor holding the bargaining rights granted by the Ontario Labour Relations Board to the various unions who were predecessors to Unifor, or which have been or may be modified by agreement of the parties to this collective agreement.

1.03 “Regular Employees” shall include all employees in the Bargaining Unit (who have completed their probationary period), save and except “Utility Labour Pool Employees”, “Temporary Employees” and “Continuous Part-Time Employees”.

1.04

(a) “Utility Labour Pool Employees” shall mean those employees hired to perform the work described in Appendix B, 2A. Employment of such employees shall be limited to the period March 1st to December 15th in any calendar year.

(b) “Temporary Employees” shall mean those employees hired to replace regular employees absent due to illness, accident, vacation, leave of absence, etc., or hired to perform work on projects or assignments of limited duration. The employment of temporary employees hired to perform work on projects or assignments of limited duration shall be limited to a period of ninety (90) days of work in any twelve (12) month period, commencing from the date of hire or commencement of employment in such period.

The period of employment for temporary employees hired for all other purposes shall be limited to twelve (12) months. A project or assignment of limited duration shall not exceed eighteen (18) weeks’ duration in any twelve (12) month period. Any projects or assignments of limited duration in excess of that provided for herein will be posted.

(c) “Continuous Part-Time Employees” shall mean those employees normally working twenty-four (24) hours per week or less except when used as replacements in vacant roles and during emergencies.

1.05 Wherever the terms “employee” or “regular employee” appear in this agreement, the relevant provision shall be deemed to be inapplicable to Utility Labour Pool Employees, Temporary Employees and Continuous Part-Time Employees unless expressly provided to the contrary.

1.06 Wherever the term he, she, his, her, etc. is used throughout this agreement, such term is intended to apply to individuals of either gender.

ARTICLE 2

RECOGNITION

2.01

(a) The Company recognizes the Union as the sole bargaining agent for all regular employees, Utility Labour Pool employees, temporary employees and continuous part-time employees in the areas represented by Unifor in the terms as more specifically set forth in the respective certificates granted by the Ontario Labour Relations Board to the various unions who were predecessors to Unifor, save and except Team Leaders, those above the rank of Team Leaders, and sales and office staff.

(b) The wages, hours of work and working conditions applicable to temporary employees, Utility Labour Pool and Continuous Part-Time Employees shall be those provided for in Appendix “B” to this agreement. None of the provisions of this agreement shall apply to such employees except for those expressly referred to in Appendix “B”.

(c) The Company further recognizes the right of the Union through its elected representatives to bargain collectively for such employees in respect to wages, hours and working conditions subject, however, to legislation in effect from time to time, and to regulations issued from time to time by any governmental authority having jurisdiction on the premises.

2.02 The Union recognizes that the Company is a regulated public utility and therefore the efficient, economical and continuous operation of its plant and services are of prime public interest; that its income is derived principally from gas rates paid by the general public for its product and services, and that the rates for its product are fixed in advance by a regulatory authority.

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

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

The Company and Union are committed to providing a workplace free of harassment, bullying and violence. In accordance with the Company's Respectful Workplace, Harassment and Violence Policy, the Local 999 STO Executive member will be advised of any investigation involving a member of the Bargaining Unit. The Local 999 STO Executive member must be present at an investigation meeting involving a member of the Bargaining Unit. A copy of all investigation notes and report shall be provided to the local 999 STO Executive member involving a member of the Bargaining Unit. The Union will share their investigation meeting(s) notes with the designated Company representative.

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

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

2.07 Orientation Program

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

2.08 Bulletin Boards

The Company agrees to provide a bulletin board for the posting of official Union notices. All notices posted on this bulletin board will have the prior approval and signature of an elected representative of the local or unit.

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

ARTICLE 3

DEDUCTION OF UNION DUES

3.01 The Company agrees to deduct from the wages of all employees covered by this agreement, and during the period of the agreement, the amount of weekly union dues for general union purposes as designated by the President and Financial Secretary of the Local but excluding special assessments which relate to special union benefits, and such monies shall be paid to the Financial Secretary of the Local not later than the 10th day of each month. The Company shall deduct regular weekly dues for each 40 hours worked by Continuous Part-Time Employees.

3.02 The Company agrees to furnish the Local monthly with a list of employees for and on behalf of whom such deductions are being made.

3.03 This provision for Union security shall be enforced by the Company against each employee to whom the agreement applies as a condition of his continuance in or entrance into the Company's service except as provided for in the Ontario Labour Relations Act.

3.04 The Company, the Union, and the Local shall do all such acts and things as may be required or necessary to the observance and carrying out of this provision for Union security according to the true intent and meaning hereof.

ARTICLE 4

NO STRIKES, NO LOCK OUTS

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

ARTICLE 5

RESERVATION TO MANAGEMENT

5.01 The Union recognizes and acknowledges the right of the Company to operate and manage its business in all respects in accordance with its obligations and in accordance with legislation and regulations from time to time in force under governmental authority and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Company to,

(a) hire, promote, demote, transfer, classify, layoff, recall and retire employees, and also the right of the Company to maintain order, discipline and efficiency and in connection therewith to make and alter from time to time Company rules and regulations to be observed by employees; discharge any employee for just cause, subject to the rights of the employee concerned, who has acquired seniority, to lodge a grievance in the manner and to the extent herein provided. The Company agrees that alterations, amendments or additions to rules and regulations will be posted on bulletin boards for the information of all employees and a copy shall be forwarded to the Bargaining Unit concerned.

(b) Determine the work to be performed, the methods and procedures to carry out such work, the job content, the qualifications to perform the work required, and the number of employees required to perform the work of the Company.

5.02 The Company agrees that it will not exercise its function in a manner inconsistent with the provisions of this agreement.

ARTICLE 6

REPRESENTATION

6.01

(a) The Company will recognize a negotiating committee composed of two regular employees elected or duly appointed by each Local or Unit to represent the Union in any negotiations with the Company.

(b) When an employee serves as a negotiating committee person during his/her normally scheduled working hours he/she will not suffer loss of pay at his/her regular rate for all such hours while attending negotiation meetings and the first two scheduled conciliation meetings.

6.02 Each Local or Bargaining Unit shall elect or appoint and the Company shall recognize a committee to be known as the Grievance Committee composed of three (3) stewards who represent at least two (2) departments, the Local President or Bargaining Unit Chairperson and his/her designated alternate. It shall be the duty of each committee to receive all grievances of the members of the Local or Bargaining Unit it represents, and after due investigation and consideration of the pertinent facts, to determine whether the grievances submitted are bona fide and well-founded and are required to be dealt with under the grievance procedure.

6.03 When an employee serves as a grievance committeeman during his normally scheduled working hours he will not suffer loss of pay at his regular rate for all such hours while dealing with the grievance up to and including Step 3 of the grievance procedure.

6.04 An accredited representative of Unifor shall be entitled to participate in meetings between the Company and the Local when so requested by the Local provided at least 48 hours prior notice has been given to senior District Management.

6.05 The Local or Bargaining Unit shall notify the Company in writing, through the Manager, Labour Relations, of the names of those employees who are designated as members of the negotiating and grievance committees, it's Local or Bargaining Unit officers and the employee designated to receive official correspondence relating to the Local or Bargaining Unit, whenever a change takes place.

6.06 Where management requires a formal interview with an employee in order to establish the facts of any given case which may result in discipline to that employee, the employee concerned will be provided with representation of an elected Union official during such interview unless the employee requests otherwise.

ARTICLE 7

GRIEVANCE PROCEDURE

7:01 Step One

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

Step Two

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

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

7:02 A grievance shall be deemed to be waived unless the grievance is referred by the employee or the Union to the Company within thirty (30) calendar days from the date of the occurrence of the grievance.

7:03 A grievance affecting more than one (1) employee may be submitted, in writing, by the employees concerned, or the Union, at Step Two of the grievance procedure.

7:04 A grievance by the Company may be submitted to the Union within thirty (30) calendar days from the date of occurrence together with a written request by the Company for a meeting with the Union's Grievance Committee. The meeting will take place within seven (7) calendar days from the date the request was initiated. The Union Grievance Committee will render their decision in writing within seven (7) calendar days from the date of the meeting. If the decision is not satisfactory to the Company, they may take the grievance to arbitration as herein provided.

7:05 Where a grievance is not settled under the preceding Sections of this Article, including the question of whether or not a grievance is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, within thirty (30) calendar days notify the other party, in writing, of its intention to submit the grievance or allegation to arbitration and the notice shall contain the names of the first party's appointee to the Board. The recipient of the notice shall, within seven (7) calendar days, advise the other party of its appointee to the Board.

7:06 The two (2) appointees so selected shall, within seven (7) calendar days of the appointment of the second of them, appoint a third person who shall be the Chairperson of the Arbitration Board. If the recipient of the notice fails to appoint an Arbitrator or if the two (2) appointees fail to agree upon a Chairperson within the time limits provided, then the appointment shall be made by the Minister of Labour upon request of either party. The decision of the Arbitration Board shall be final and binding upon both parties.

7:07 A grievance by an employee who claims to have been unjustly discharged shall be submitted, in writing, at Step Two of the grievance procedure within fifteen (15) calendar days from the date of discharge.

7:08 Time limits involving the processing of a grievance may be extended by mutual agreement between the Company and the Union.

7:09 Failure by the Company to reply to grievances within the time limits provided in this article or within any agreed upon time extension will result in the grievance being awarded to the grievor or grievors if the company is tardy. If, however, the Union is tardy, the grievance will become null and void. The parties agree that article 7.09 will be in effect on a trial basis until December 31, 2019. At that time the Company may make a decision to revert to the language as follows:

7.09 Failure by the Company to reply to grievances within the time limits provided in this agreement, or any agreed upon extension, will result in the grievance being processed to the next step within the grievance procedure.

The Company will notify the union, in writing, if a decision is made to revert to the above language.

7:10 Each party shall bear the expense of its own nominee to the Board and one-half (½) the expense of the Board Chairman.

7:11 An Arbitration Board that is required to rule upon a grievance of an employee who claims to have been unjustly discharged may rule on such a grievance by:

- (a) Confirming the Company's action;
- (b) Reinstating the employee with full compensation in which event there shall be no loss of seniority;
- (c) Any other arrangement the Board may deem as just and equitable.

7:12 Grievances and reprimands shall be in writing and shall state the nature of the violation and the Article(s) and Section(s) on which the grievance(s) or reprimand(s) are based. When the Company processes a written warning or when any other disciplinary action is recorded against an employee(s) a copy will be given to the Union Secretary.

7:13 The Company or the Union may choose to have a Sole Arbitrator instead of the Board of Arbitration as provided for in this Article. The Company and the Union will endeavour to select an Arbitrator and if they are unable to agree upon such Arbitrator within fifteen (15) days after the notice to submit the grievance or allegation to arbitration, then the appointment shall be made by the Minister of Labour upon the request of either party. All other provisions of this article that apply to the Board of Arbitration will be applicable to the Sole Arbitrator referred to herein.

ARTICLE 8

ARBITRATION

8.01 Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either party may after exhausting any grievance procedure established by this agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the party's appointee to an Arbitration Board and shall be delivered to the other within thirty (30) days of the reply under Step 3 of the Grievance Procedure. The recipient party shall, within ten (10) working days, advise the other of the name of its appointee to the Arbitration Board.

8.02

a) The two appointees so selected shall appoint a third person who shall be the Chairman. If the recipient party fails to appoint its members or if the two appointees fail to agree upon a Chairman, the appointment shall be made by the Minister of Labour upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board.

b) In appropriate cases, the parties agree to provide for the selection of a Board Chairman prior to the naming of each party's nominee to the Board. Each party will then appoint their nominee on the basis of being available to meet the hearing date established by the Board Chairman. Alternatively, the parties may agree to the appointment of a Board Chairman and no appointment of a nominee.

This undertaking will greatly assist the parties in those situations where it is deemed appropriate to proceed as quickly as possible.

8.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

8.04 The Board of Arbitration shall not have power to alter or change any of the provisions of this agreement, nor to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this agreement.

8.05 Where a grievance resulting from a discharge or suspension, which is filed under Article 7, is not settled and duly comes before an arbitration board, the board may make a ruling:

(a) confirming the employer's action; or

(b) reinstating the employee with compensation for regular time lost (except for the amount of any remuneration or compensation the employee has received from any other source pending the disposition of his case); or

(c) disposing of the grievance in any other manner which may be deemed by the Board to be just and equitable.

8.06 The fees and expenses of the Chairman shall be paid half each by the Company and the Union.

ARTICLE 9

DISCIPLINE

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

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

ARTICLE 10

SENIORITY

10.01 New employees will be considered as probationary employees until they have worked a five (5) month probationary period within any twelve (12) month period. Probationary employees shall have no seniority rights but, after completing the probationary period, their seniority shall be dated back to the date of commencement of the probationary period.

10.02 Periods of absence from work during which seniority is not broken in accordance with 10.03 shall not affect an employee's seniority. Seniority shall be applied on a Bargaining Unit basis. Seniority lists showing employees' names, job titles, and where applicable, classifications, shall be posted on bulletin boards and revised every six (6) months. A copy of the seniority list will also be supplied to the Bargaining Unit. Protests in regard to seniority standing must be submitted in writing within sixty (60) days from the date when the seniority lists are posted. When proof of error is presented by an employee or the grievance committee such error will be corrected.

10.03 Seniority shall be lost if an employee:

- (a) Voluntarily leaves the employ of the Company;
- (b) Is discharged for just cause and is not reinstated pursuant to the provisions of this agreement;

(c) Is absent for three (3) consecutive working days without notifying the Company of the reason for such absence, and if upon such notice the employee does not have a justifiable reason for his absence;

(d) Fails to return to work after layoff within five (5) working days after notification from the Company by registered mail to his last known address unless it is shown that such failure has been caused by circumstances beyond the employee's control;

(e) Is on layoff in excess of his length of service but in no case will it exceed four (4) years.

10.04

(a) For the purposes of Article 10, Section 10.04, a reduction in the number of employees in a job due to the volume of work or for economic reasons shall be deemed to be a layoff.

(b) For the purposes of Article 10, Section 10.04, "location" shall mean the plant, branch or division office at or out of which the employee works. Specifically, Dawn, Lobo, Bright, Parkway, and Cambridge, in regards to STO employees only. Additional locations may be agreed upon based on future discussions.

(c) Layoffs and recalls shall occur in the manner hereinafter set forth, provided that there are available senior employees who are sufficiently qualified, willing and able to do the work required.

(d) In the event layoffs are required, the following procedure shall be followed:

(i) all Temporary Employees and Utility Labour Pool Employees shall be laid off first;

(ii) all Probationary Employees shall be laid off in the respective departments where the lay offs occur;

(iii) all Probationary Employees throughout the Bargaining Unit shall be laid off;

(iv) thereafter employees shall be laid off in accordance with Article 10, Sections 10.04 (e) and 10.04 (f).

(e)

(i) In the event of a lay off in a job in a location, the most junior employee in the job in the location shall be the first to be laid off and may displace one of the following employees:

- A. the most junior employee employed in the same job within the Bargaining Unit; or
- B. the most junior employee in the Bargaining Unit for which he is qualified and for which his seniority would entitle him; or
- C. he may accept any vacant job within the Bargaining Unit to which his seniority would entitle him.

(ii) If the senior employee displaces the employee described in (A), the employee so displaced shall initially fill any vacancy which there exists for which he is qualified and for which his seniority would entitle him. Where no such vacancy exists, he shall displace the most junior employee in the Bargaining Unit.

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

(f) The following provision applies only in the event of a lay off in excess of thirteen (13) continuous weeks.

In the event of a lay off in a job in a location, the most junior employee in the job in the location shall be the first to be laid off and may displace one of the following employees.

- A. the most junior employee in the same location; or
- B. the most junior employee employed in the same job within the Bargaining Unit; or
- C. the most junior employee in the Bargaining Unit for which he is qualified and for which his seniority would entitle him; or
- D. he may accept any vacant job within the Bargaining Unit to which his seniority would entitle him.

If the senior employee displaces the employee described in (A) or (B), the employee so displaced shall initially fill any vacancy, which there exists, for which he is qualified and for which his seniority would entitle him. Where no such vacancy exists, he shall displace the most junior employee in the Bargaining Unit.

(g) An employee who is laid off or who is displaced by another employee in accordance with Article 10, Section 10.04 (e) and 10.04 (f) will be placed in the new job according to his experience and ability but shall be paid not less than his regular rate of pay for the job which he occupied immediately prior to lay off for a period of three years from the date of his original lay off or displacement, unless such employee successfully bids for another job in which case the provisions of Article 10 of the Collective Agreement shall apply.

Further, an employee receiving such an adjusted rate shall be exempt from any contractual increases until the scheduled job rate exceeds his adjusted rate, at which time he will receive the rate assigned to his then current job or job classification.

(h) Employees who are displaced from their jobs as a result of a lay off, while at work, shall be recalled, in order of seniority, to their original job from which they were laid off or displaced, for a period of one year from the respective dates of the employee's original lay off or displacement except in those cases where such employees have successfully bid for another job pursuant to Article 10.

(i) Effective January 1, 2001, all employee "Choices" Flexible Benefit plan coverage will cease on the first of the month following the month in which an employee is laid off, except in the case of:

- Employee Life Insurance
- Extended Health Care Plan
- Dental Plan

in which case the Company shall continue coverage for three months following the month in which an employee is laid off and not thereafter.

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

(j) An employee who is laid off may displace a Continuous Part-Time Employee, provided that the employee accepts all of the terms and conditions of employment applicable to the Continuous Part-Time position. An employee's recall rights shall not be affected by the fact that he has displaced a Continuous Part-Time employee.

(k) An employee who is laid off and who has not displaced another employee in accordance with the foregoing procedure shall be considered for employment as a Utility Labour Pool Employee, Temporary Employee or a Continuous Part-Time Employee before new employees are hired for such positions provided that the employee accepts all of the terms and conditions applicable to such employment. An employee's recall rights shall not be affected if he accepts employment as a Utility Labour Pool Employee, Temporary Employee or Continuous Part-Time Employee.

However, any period of employment as a Utility Labour Pool Employee, Temporary Employee or Continuous Part-Time Employee shall not affect the period of lay off referred to in Article 10, Section 10.03 (e) and shall not be deemed to be a recall for purposes of that Section.

(l) Notwithstanding Sections 10.04 (e) and 10.04 (f), a laid off employee may, with Company approval, elect to be laid off from the Company rather than exercising his seniority rights to displace a junior employee.

(m) Any period of lay off shall not be included for the following purposes:

(i) in calculating "continuous service" for purposes of entitlement to vacation and vacation pay;

(ii) in calculating time worked during any qualifying period for purposes of job progression as outlined in Appendix "A" and Article 12, Section 12.02;

(iii) in calculating entitlement to Scheduled Flex Days Off pursuant to Article 16, Section 16.06. Entitlement to such days shall be reduced on a pro rated basis by the period of layoff;

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

(n) The Company will be under no obligation to post where a vacancy is filled by operation of Article 10, Section 10.04 (h).

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

10.05 Subject to Article 10, Section 10.04 (h), when there is an increase in the working force after layoff and before any new employees are hired, the employees who have retained seniority will be recalled in the reverse order in which they were laid off, provided that such employees are capable and available to do the work required.

10.06

(a) If an employee is transferred to a position which is excluded from the coverage of the agreement under Article 2, 2.01, such employee shall retain his seniority as of the date of transfer, and, in the event he is subsequently transferred back to a position not so excluded within two years, he shall be credited with the seniority which he had on the date of the transfer. The employee thus being transferred back into the Bargaining Unit may be placed on a job for which he is best suited provided that in so doing he does not displace any present employee within the Bargaining Unit.

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

10.07 In no circumstances shall an employee who has acquired seniority lose his seniority because of absence due to illness provided the employee satisfies the Company of such illness.

10.08 Seniority shall continue to accumulate during an employee's leave of absence granted under Article 17, Section 17.01.

ARTICLE 11

JOB POSTINGS AND FILLING OF VACANCIES

11.01

(a) When an employee leaves the Company or is transferred or promoted to a position either within or outside of the Bargaining Unit, management will determine whether a vacancy exists, or at that time, does not exist. A notice of

such decision will be posted within ten (10) working days. If at a later date a vacancy is deemed to exist, such vacancy will be posted.

(b) All vacancies (other than those due to temporary absence of employees) and newly created jobs coming within the scope of this agreement shall be posted on Company bulletin boards for seven (7) business days. Such notices will show the job title, job grade and salary range and the required qualifications. Copies of such bulletins shall be forwarded to the Bargaining Unit concerned.

(c) Prior to posting a job, the qualifications or requirements for which have been changed, the Company will provide the union one (1) weeks notice.

11.02

(a) Any employee desiring to fill such a vacancy shall, within the seven (7) day posting period, forward his application electronically to designated management on forms provided by the Company.

(b) An employee who bids on a job vacancy and is the successful applicant need not be considered on a subsequent job vacancy for a period of six (6) months from being named as the successful applicant except by mutual consent of the Company and the Local or Bargaining Unit concerned.

(c) Appointments shall be made in accordance with the provisions of 11.03.

(d) An individual accepting a welder role, need not be considered on a subsequent job vacancy for a period of two (2) years from being named as the successful applicant except by mutual consent of the Company and the Local or Bargaining Unit concerned.

11.03 In the filling of vacancies and making of promotions within the Bargaining Unit, an employee with the greatest seniority shall be given preference provided he/she is able to meet the normal requirements and qualifications of the classification of employment. Should the senior applicant not be selected to fill the vacancy, the Company will discuss the reasons with the Bargaining Unit.

11.04 A posted announcement and the results of all job postings will be made as soon as possible and in no case will it exceed thirty (30) days from the date of the posting.

11.05 The successful applicant will be reclassified and his or her progression date will commence within thirty (30) days from the date of the posting of the name of the successful applicant. Wherever practicable the successful applicant will be transferred to his or her new position within this thirty (30) day period having regard to the efficiency of the operation. However, where it is not practical to do so the employee will be transferred within a reasonable period of time thereafter and the Company will follow its past practice of ensuring that, commencing from the date established above as the date of reclassification, the employee will reach the maximum rate for his or her position within the normal progression for that position, notwithstanding any delay in transferring the employee to the new position subject to the employee meeting the necessary qualifications and requirements. The reason for the delay will be explained to the local union. Bulletined vacancies may be filled temporarily not exceeding thirty (30) days from the date of naming the successful applicant.

11.06 An employee being accepted for a job vacancy will be placed in the new job according to their experience and ability, but shall not be required at the time of transfer to take a decrease in pay greater than 5 percent of the rate being received at the time of such transfer. Further, an employee receiving such an adjusted rate shall be exempt from any contractual increases until the scheduled job rate exceeds their adjusted rate, at which time they will receive the rate assigned to their then current job or job classification.

11.07 An employee interested in transferring to a specific job or jobs, vacancies of which might occur during his vacation, illness, or leave of absence, should file with management (also a copy with his Union steward) an application such as is required in 11.02 (a) above indicating that he wishes his application to receive the usual consideration should such a vacancy occur during his absence. Where such an application is on file or is filed with the Company during such absence, management will consider it in the usual manner when filling any such vacancy. Where selection is made in favour of the absent employee the Company will endeavour to defer the appointment until his return providing such delay does not seriously interfere with the progress of the job.

11.08 If, at the specific request of the Company for some reason such as to meet a temporary shortage of staff ("temporary" being defined as not in excess of six weeks, ten months in case of leave of absence), a regular employee is transferred from one job to another, such employee shall be paid not less than the rate he was receiving before the transfer. Should the employee have been previously classified in the job to which he is transferred, he shall be entitled to not less than the last rate of pay which he received while he was so classified, adjusted by any subsequent job or classification increase, or should the

employee be capable and experienced in performing the duties of the job to which he is transferred he shall then be entitled to the top job rate.

11.09 Employees who may be interested in transferring to another location or another bargaining unit within the same Local, and who have the posted qualifications for the position, may submit their interest for the position and will be given consideration for the position before a new employee is hired to fill the vacancy.

Employees selected for appointment as a result of this procedure will be required to relocate, if necessary, at their own expense and provide their own transportation in order to be available for the work assignments in their new area.

ARTICLE 12

WAGES, HOURS OF WORK AND OVERTIME

12.01 Wages

(a) Job titles, classifications and rates of pay shall be as set forth in Appendix "A", attached hereto, which forms part of this agreement.

(b) Should the Company establish any new jobs or significant changes to job classification during the term of this agreement, it will immediately advise the Local thereof and of the rate or rates it proposes therefore; the Local shall forthwith advise the Company of its acceptance or rejection of the proposed rate or rates and in the event of rejection both parties agree to negotiate bona fide rate or rates acceptable to each, and failing agreement the determination of such rate or rates shall be referred to and settled by arbitration in the manner prescribed by Section 8.01 and 8.02 of this agreement.

(c) To the extent that payment of wages is made on a bi-weekly basis, a change in rate of pay due to job or classification progression, transfer or anniversary will become effective on the first date of the pay period nearest the change, and such date of rate change will be the employee's review date upon which subsequent job progression or anniversary will be determined.

(d) The Company agrees to provide the Union, within thirty (30) days of the establishment of a new job, with a job description thereof.

12.02 Job Progression

(a) It is understood that job progression will be limited to and within those classifications indicated in Appendix "A", and under normal circumstances,

progression from one classification to another will follow the appropriate qualifying periods as indicated in Appendix “A”, providing also that the employee meets the qualifications of such classifications in the line of progression. Thirty (30) days before the end of the appropriate period of qualification (excluding the probationary period), the immediate supervisor shall inform the employee that either he qualifies satisfactorily in all aspects of the work situation with progression being subject only to the satisfactory passing of a written and/or practical examination, or he has not qualified, in which case, the reasons will be given to the employee in writing, it being understood that the employee shall have the right of grievance procedure in any such case.

(b) In jobs where there are no classification levels, wage progression will follow the time intervals indicated for such jobs in Appendix “A”, provided the employee’s performance on the job is satisfactory.

12.03 Hours of Work

For the purpose of computing pay only, the workweek is from 12 o’clock Midnight on Saturday to 12 o’clock Midnight the following Saturday. For purposes of determining work schedules, the workweek is defined as any seven (7) consecutive days.

(a) **DAY WORKER** is an employee assigned to work eight (8) hours per day, forty (40) hours per week, normally Monday through Friday, 8:00am to 4:30pm with one-half hour lunch period between the hours of 12:00 noon and 1:00 pm as indicated on the posted work schedule.

(b) **SHIFTWORKER** shall be defined as those employees who normally work rotating shifts

(c) **DEFINED SHIFTS**

SHIFT	HOURS OF WORK
8D	8:00am – 4:30pm
12D	7:00am – 7:00pm
12N	7:00pm – 7:00am

(i) **12 HOUR SHIFT**

1. A 12 hour **DAY SHIFT (12D)** is defined as a shift starting from 07:00 to 19:00. A 12 hour **NIGHT SHIFT (12N)** is defined as a shift starting from 19:00 to 07:00.
- (ii) A **SHIFT CYCLE** consists of 21 days – 12 hour shifts in a six week (Shift Cycle) calendar period. Resulting in 252 hours, a swing day (a day off without pay) is scheduled so that the average is 240 hours actually worked in any shift cycle. (Based on an average of 40 hours per week in every six week shift cycle).
- (iii) The **STANDARD SHIFT CYCLE** will be shown on the schedule as a round of three 12 hour days worked (36 hours), 3 days off, a round of three 12 hour nights worked (36 hours), 3 days off, a round of three 12 hour days worked, 3 days off, a round of three 12 hour nights worked on a continuing basis through the shift cycle. A round of shifts is considered 3 consecutive day shifts (36 hours) or 3 consecutive night shifts (36 hours).
- (iv) An employee who is engaged in shift work and who works a scheduled shift of twelve (12) consecutive hours will be allowed a thirty (30) minute paid meal period during this regular shift, providing such an employee remains on duty during the paid meal period.
- (v) For any change in a regular schedule, a reasonable attempt will be made to contact the affected employee to notify them of the change.
- (vi) Notwithstanding the provisions of this Article, the parties may agree locally to hours of work other than those set out herein.

12.04 SHIFT SCHEDULE CHANGES

- a) Approved schedules will be posted no later than April 30 in each respective calendar year, and management will ensure that employees are granted scheduled days off in accordance with the approved schedule.
- b) A vote can be conducted prior to November 15th of any year to request a change from the current shift schedule. If there is 50% +1 in favour to change from the current shift schedule, management will review the proposal and approve or deny the change.

- c) The new shift schedule once approved will begin at the start of the first full 6 week cycle after the beginning of a calendar year.
- d) When implementing the 12 hour shift period and when reverting to the normal 8 hour shift schedule, change of shift and overtime premiums will not be applied for the weeks involved in order to have employees commence or leave the new shift arrangement.
- e) Change in shift premiums will be applied in a similar manner to the present application. A day operator replacing a day shift operator will receive change in shift premium for hours worked on the first day. A day operator replacing a night shift operator will receive change in shift premium for hours worked between 8 p.m. and 8 a.m. or 7 p.m. and 7 a.m. Change in shift premiums will not apply to subsequent shifts worked in the completion of a 12 hour shift schedule by a day operator.

A day operator replacing a shift operator will receive the applicable overtime rate for hours worked in excess of 40 per week or for working on previously scheduled days off in the course of completing the 12 hour shift schedule.

A day operator substituting on a 12 hour shift schedule which does not consist of a minimum of 40 hours worked in its completion will be given the opportunity to make his normal schedule whole to a maximum of 40 hours per week by either:

- vi.1. Working the difference in hours at a straight time rate in the week in which the difference occurred;
- vi.2. Accumulating the difference in hours to a maximum of 8 hours in order to work one full 8 hour day at subsequent time when two such incidents may occur.

In light of possible extra costs, it will be the company's responsibility to determine whether it is advisable to schedule work for day operators replacing shift operators beyond 40 hours per week.

Day operators, when substituting for absent shift operators, are subject to the conditions as set forth in this collective agreement regarding the operation of the 12 hour shift period.

12.05 Starting times for both Day Workers and Shift Workers in Local 999 may be advanced or retarded by one-half hour or one hour in certain jobs as a result of change in workload and after consultation with the Local.

12.06 Work schedules, which may be determined locally, covering both day work and shifts, including Saturday, Sunday, holiday, and relief shifts, and indicating employees' lunch period and days off, will be kept posted at least two months in advance and every effort shall be made to project such schedules as far in advance as possible.

12.07 Shift Premiums

Effective the date of ratification, Shift Premiums will increase by 2%.

(a) Regularly scheduled Days (12D) - \$1.88/hr from 07:00 to 19:00 (days 12 - hourly day premium - regardless of start time)

(b) Regularly scheduled Evenings (12N) - \$2.03/hr from 19:00 to 07:00 (nights 12 - hourly night premium - regardless of start time)

(c) Regularly scheduled Sundays - \$3.07/hr premium for shifts starting on Sunday (days or nights)

Sunday premiums are in addition to the regular day or night shift premium as stated above.

Shift premium will be paid on all hours worked, subsequent to and in conjunction with the employee's regular schedule, including overtime hours. Shift premium is paid on overtime hours but not at the overtime rate as it is not used in computing vacation pay or pay for holidays not worked

12.08 Employees assigned to shift work as provided in 12.03 above, whose schedule is changed by the Company with less than 48 hours prior notice from the commencement of the changed schedule, will be paid two times their regular rate for the first shift of the changed schedule. This premium shall not apply when change of shift schedule is due to:

- (i) Mutual exchange of shift,
- (ii) Absence as result of union business,
- (iii) An employee reverting to his regular shift schedule

- (iv) An employee working in accordance with the prearranged schedule as defined in 12.03

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

12.10 Overtime

It is understood and agreed that the Company's operations must be maintained and that employees are required, by the Company, to respond to reasonable requests to work overtime for this purpose.

The Company will endeavour firstly, to allocate overtime work equitably among those employees who normally perform such work, provided however, such employees are available and secondly, among other employees who are qualified to perform such work.

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

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

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

Double time for all hours worked beyond the eight (8) defined above in his 24-hour period unless such work is the result of a change in the work schedule in which case the work schedule provisions in Section 12.06 and 12.08 apply.

and

- b) On a weekly scheduled hours basis, when an employee has worked his regular scheduled hours or has received payment from the Company for such scheduled hours, e.g. sick pay, make-up pay, compensation,

bereavement etc., or has received prior authorization to be absent for such scheduled hours;

- (i) Double time for all hours worked on an employee's scheduled day off.
- (ii) Where shift schedules provide four (4) consecutive days off the double time provision will apply to the third (3) and fourth (4) day respectively.

and

c) When the twenty-four (24) hour period of his scheduled days off is extended as a result of changing shift in accordance with the shift schedule, as follows;

- i. Double time for all overtime hours worked within his extended hours when the extension occurs following a scheduled day off.

d) Overtime premiums for employees working the 12 hour shift schedule will be paid only when hours are worked outside of those that are regularly scheduled on a daily and weekly basis

- On a daily basis double time for hours worked after completing the normal 12 hour shift
- On a weekly scheduled basis, double time for hours worked on scheduled days off

12.11 Employees required to work overtime on their scheduled days off will be guaranteed a minimum of two (2) hours' work and will be paid for this minimum period at the applicable overtime rate. Time worked beyond the minimum two (2) hours shall be paid at the applicable overtime rate.

12.12 Call Out

Employees are required to respond to call out to provide and/or maintain service. A call out is defined as an unscheduled authorized return to work during hours outside of an employee's scheduled workday as follows:

- (i) For any call out or combination of call outs commencing within any two (2) hour period outside of an employee's scheduled work day Monday to Saturday an employee will be paid four (4) hours' pay at his straight time rate.

(ii) For each call out occurring outside an employee's scheduled work day during Sunday or a recognized holiday an employee will be paid four (4) hours' pay at his straight time rate.

(iii) Time required for completion of such call out or combination of call outs as defined above beyond the minimum two (2) hours will be paid at the applicable overtime rate.

12.13 Stand By

Standby where required shall be on a voluntary basis and will continue as long as satisfactory coverage is maintained. Should satisfactory coverage not be maintained the Company shall schedule stand by to meet the necessary requirements. Please refer to Letter of Understanding #20 for Tipperary.

A stand by allowance will be paid as follows:

- a) Forty five dollars (\$45.00) for any period up to and including twenty-four (24) hours for each and every day of standby.
- b) Ninety-seven dollars (\$97.00) for any period up to and including twenty-four (24) hours on a recognized holiday.
- c) If illness or authorized absence prevents an employee from standing by for the full requirements of any day and another employee is assigned to standby, payment for the day will be prorated.

12.14 An employee who is required to work overtime and has not had six (6) consecutive hours of rest in the ten (10) hour period preceding their next regular shift shall be provided time off without loss of regular pay for up to six (6) consecutive hours prior to starting their next regularly scheduled shift. Such time off with pay shall be considered as time worked for the purpose of calculating OT.

For the purpose of rest time all licensed fleet vehicles will be treated as CVOR.

ARTICLE 13

BENEFITS AND PENSION

13.01 Benefits

(a) The Company agrees to provide the "Choices" Flexible Benefit Program as described in the Company booklets or other sources, benefit plan documents

and policies of insurance for all regular employees of all Bargaining Units. All of the benefit plans described in the Company booklets or other sources shall be as more particularly described and set forth in the respective benefit plans and policies which plans and policies shall be made available for inspection by the Union.

The Company will bear 100% of the premium costs of any applicable core components of the benefits listed below, as specified in the “Choices Flexible Benefit Program” plan documents, to keep the following policies of insurance in force:

- Extended Health Care Plan
- Dental Plan
- Life Insurance Plan
- Accident Insurance Plan
- Long Term Disability Plan

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

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

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

- Extended Health Care Plan
- Essential Life Insurance Plan
- Business Travel Insurance Plan
- Essential Long Term Disability Plan

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

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

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

The Company and the Union agreed that a cost sharing of 93% employer and 7% employee will be maintained.

The Company agrees that there will be no changes to the "Harmonized" Benefit Program plan content for the duration of the Collective Agreement. The Company reserves the right to make administrative or insurer changes that do not affect the Plan content during the term of the Collective Agreement.

13.01 Pension

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

Effective January 1, 2021, the Company and the Union agreed to implement the harmonized pension plan as described in the Company booklets and pension benefit plan documents for all bargaining unit employees who are currently participating in the choices and legacy pension plans. Employees currently enrolled in DB core or DC core pension plans will be given an opportunity to either remain in their current pension plan or move to the Harmonized pension plan. The harmonized pension plan described in the Company booklets or other sources shall be as more particularly described and set forth in the pension plan documents, which plans and policies shall be made available for inspection by the Union.

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

13.02 Incentive Plan

Effective January 1, 2020, the basis on which the STIP Plan payment is calculated will be modified. The modified plan will provide a payout of 5% - 8% of the employee eligible earnings, provided that the Company and Department

targets are achieved. If the threshold Company and Department targets are not met, a minimum payout of 5% will be paid to employees. In the event the Company is unable to establish the criteria for the department incentive, the incentive compensation payout will default to the Company scorecard targets set at the beginning of the fiscal year. Eligible earnings include straight-time earnings, STD, vacation pay, holiday pay, flex days, overtime pay, and shift premiums. For clarity, any other forms of payment will not be included in the employee's incentive eligible earnings. Unless otherwise specified in this article, the rules and administration of the Company's Short Term Incentive Plan will apply to this Incentive Plan.

13.03 Employee Savings Plan

Effective January 4, 2004, all regular full-time employees and regular Continuous Part-time employees will be eligible to participate in the Employee Savings Plan as presented to the Union Negotiation Committee during discussions for renewal of the Collective Agreements that expired December 31, 2002.

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

13.04 Retiree Benefits

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

For more information, please refer to Retiree Benefits Booklet.

13.05 Wellness Program

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

13.06 Health Benefits

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

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

ARTICLE 14

SICK PAY BENEFITS/INJURY AND ILLNESS

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

Sick Pay In 2018/2019 Company will, in the event of a regular employee’s absence due to a bona fide illness or accident, provide in addition to weekly indemnity provision, sick pay insurance based on a formula of 90% of basic pay as provided herein following. The above provision will apply to all cases of non-occupational accident, and to any illness in excess of five (5) working days’ duration supported by a doctor’s report of illness. In order to qualify for such sick pay insurance, absent employees must notify the Company prior to the commencement of their work schedule. However, if it is not possible to give notification prior to the commencement of the first work schedule, it must in any event be given within the first working day of such absence.

To all regular employees meeting the above requirements the Company will provide sick pay for continuous service on the following basis –

Less than six months service	Nil
After six months continuous service but less than one year	1 week
After one years continuous service but less than five years	2 weeks
After five years and before ten years	5 weeks

After ten years and before fifteen years	7 weeks
After fifteen years and before twenty years	9 weeks
After twenty years and before twenty-five years	10 weeks
After twenty-five years and before thirty years	11 weeks
After thirty years and before thirty-five years	12 weeks
After thirty-five years and before forty years	13 weeks
After forty years	14 weeks

Effective January 1, 2020 the following Short Term Disability will be in effect:

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

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

Employees who are absent due to bona fide illness, which are short-term, will receive the appropriate level of insurance payments as per the current schedules and based on a 12 hour period for compensation purposes. Illnesses

extending longer than 40 hours will continue to require completed Short Term Disability Group Claim Forms. Partial days off due to illness are defined as outlined in the current Collective Agreement.

Employees who may be absent due to long-term illness or other reason for lengthy periods will have their schedules readjusted to a standard 40 hour work week for payment and administrative purposes.

14.02 Injury and Illness accommodation

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

ARTICLE 15

RECOGNIZED HOLIDAYS

15.01

(a) The Company will recognize the holidays listed below. No changes to the list of Recognized Holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Eve
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	New Year's Eve Day

subject to the following provisions:

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

15.02 All regular employees are entitled to eight (8) hours' holiday allowance at their straight time rate for the recognized holiday as provided for in Section 15.01 (a) and (b) subject to the following conditions:

a) When a recognized holiday listed herein falls within a regular employee's vacation period, or on his scheduled day off, such employee shall be granted the option of either the corresponding time off with pay or a day's pay in lieu thereof. Such option shall be made known to the employee's supervisor at least thirty (30) days preceding the recognized holiday.

(b) A regular employee will not be paid for a recognized holiday unless he works his last scheduled day immediately preceding, and the first scheduled day immediately following such holiday except where such absence is due to illness as provided for in Section 14.01, bereavement leave as provided for in Section 17.03, jury duty as provided for in Section 17.02, and a doctor or dentist appointment verified in writing, or written authorization from management.

(c) In the event that a recognized holiday falls during a period of absence from work for which an employee is receiving indemnity under the Sickness and Accident Insurance Plan or is receiving Workplace Safety Insurance Board benefits, insured sick pay will be paid for the holiday as provided for in Letter of Understanding #30.

(d) Payment for a holiday will not be made to a regular employee on leave of absence without pay, unless such regular employee has worked at least twelve (12) days during the thirty (30) calendar days immediately preceding the holiday.

(e) Holiday pay will not be paid to regular employees who are scheduled to work on a recognized holiday and do not report for work or who report for work but fail to complete their schedule, unless such absence or failure is, in the opinion of management, due to a justifiable reason.

15.03

(a) Employees required to work on a corresponding day off with pay scheduled in accordance with Section 15.02 (a) shall be paid at the rate of double time for all hours worked. This payment is in addition to holiday pay as provided for in Section 15.02.

(b) Applies to 12 Hour Shift – Employees working on a recognized holiday will receive 12 hours holiday pay plus double time for hours worked. Employees not scheduled to work on a recognized holiday which falls on a scheduled day off will be paid 12 hours at straight time in lieu of corresponding time off with pay. For payment purposes on recognized holidays for employees scheduled on a 12

hour shift basis, the 24 hour clock shall commence at 7:00 a.m. or 8:00 a.m. on the calendar date of such holiday depending on starting times. For scheduling purposes the recognized holiday will be counted as an 8 hour day, for those working 8 hour days and required to work some shift in the six week cycle.

(c) Employees who have elected a corresponding day off with pay for a recognized holiday in accordance with Section 15.02 (a) and who are subsequently required to work on the observed calendar date for such recognized holiday, shall be paid at the applicable overtime rate as provided for in Section 12.10.

15.04 Employees required to work on a recognized holiday as provided for in Section 15.02 (a) and (b), except as provided for in 15.02 (a) and (b), shall be paid at the rate of double time for all hours worked. This payment will be in addition to either the holiday pay provided for in Section 15.02 or the corresponding time off with pay providing the employee receives approval from his/her supervisor prior to working the recognized holiday. If prior approval is not given for the taking of corresponding time off with pay, the employee will be granted the appropriate holiday pay as provided for in Section 15.02.

ARTICLE 16

VACATION AND FLEX DAYS (TIME OFF)

16.01 Harmonized Time Off:

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

Grandfathered Vacation Schedule: Vacation entitlement will be allotted on an hourly basis to allow for full days off. (Example – 3 weeks’ vacation entitlement = 120 hours = 10 scheduled 12 hour days).

Years of Service	Base Entitlement	Automatically defaults to flex credits	Option to convert back to vacation
1 – 9	2 weeks (hours)	5 days	1-5 days
10 – 17	3 weeks (hours)	5 days	1-5 days
18 – 24	4 weeks (hours)	5 days	1-5 days

25	5 weeks (hours)	5 days	1-5 days
* 1 day = 8 hours, 1 week = 40 hours			

A. Employees hired prior to 1991 shall be entitled to annual vacations with pay as follows, and it will be computed on the basis of 40 hours per week times the employee's straight time rate:

(a) Two (2) weeks' vacation after completion of one (1) or more years' continuous service.

(b) Two (2) weeks' vacation after completion of three (3) or more years continuous service.

(c) Three (3) weeks' vacation after completion of ten (10) or more years' continuous service.

(d) Four (4) weeks' vacation after completion of eighteen (18) or more years' continuous service, up to and including the calendar year in which twenty-four (24) years of continuous service are completed.

(e) Five (5) weeks' vacation after completion of twenty-five (25) years' continuous service and during each succeeding year of continuous service.

B. Employees hired in 1991 and in subsequent years shall be entitled to annual vacation with pay as follows, and it will be computed on the basis of 40 hours per week times the employee's straight time rate:

(a) Upon satisfactory completion of three (3) months of probation, new employees shall be entitled to vacation with pay on the basis of one (1) day for each twenty-four (24) calendar days of employment completed during the calendar year in which they were hired.

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

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

(b) During the calendar year in which one (1) year of continuous service is completed and up to and including the calendar year in which nine (9) years of continuous service are completed, each employee will be entitled to two (2) weeks' vacation subject to employment continuing throughout the calendar year.

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

(d) During the calendar year in which eighteen (18) years of continuous service are completed and up to and including the calendar year in which twenty-four (24) years of continuous service are completed, each employee will be entitled to four (4) weeks' vacation subject to employment continuing throughout the calendar year.

(e) During the calendar year in which twenty-five (25) years of continuous service are completed and during each succeeding year of continuous service, employees will be entitled to five (5) weeks' vacation subject to employment continuing throughout the calendar year.

C. For employees eligible for vacation under Section 16.01 A (b), (c), (d), (e), and 16.01 B (b), (c), (d), (e), two percent (2.0%) of the employee's base annual pay (the value of one week's vacation) will be added to their Flex Benefit Credit Formula and the employee may elect to convert their Flex Credits into one (1) to five (5) additional vacation days.

16.02 Vacation Scheduling

The vacation schedule shall be arranged by the supervisor of each department but shall be subject to the approval of his manager and shall be arranged with due regard first, to the general operating requirements, second, to departmental operating requirements, and third, to the employees' preference in order of seniority.

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

16.03 If an employee leaves the service of the Company at a time when an unused period of his vacation stands to his credit, he shall receive an amount of vacation pay calculated as follows:

(a) With less than ten (10) years continuous service - 4% of gross earnings for that period of employment for which vacation pay has not already been received;

(b) With less than eighteen (18) years but more than ten (10) year's continuous service - 6% of gross earnings for that period of employment for which vacation pay has not already been received;

(c) With eighteen (18) years or more of continuous service, up to and including the calendar year in which twenty-four (24) years continuous service are completed - 8% gross earnings for that period of employment for which vacation pay has not already been received;

(d) With twenty-five (25) years or more of continuous service - 10% of gross earnings for that period of employment for which vacation pay has not already been received.

(e) If an employee, who is participating in Flex Benefits, has converted part of his/her Flex Credits into additional vacation in accordance with Article 16.01, the % amounts in (a) through (d) preceding will be increased to reflect the amount of vacation the employee has purchased.

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

16.05 During the calendar year in which the employee's second and subsequent anniversary of employment falls, he may be scheduled for vacation any time during that calendar year without regard to his employment date.

16.06 Scheduled Flex Days Off Plan

(a) It is the purpose of this plan to provide eligible full time employees with five (5) flex days off each year and eligible part time employees with 32 flex hours to be taken off over no more than 5 days each year as scheduled in advance by management in accordance with the provisions contained herein.

(b) In the calendar year in which an eligible employee reaches the age of 62 and for each subsequent year up to and including the year in which such

employee reaches the age of 65, he or she is entitled to two (2) additional scheduled flex days off per year (Part time employees will be entitled to thirteen (13) additional hours off per year). Eligible employees may accumulate such time off to a maximum of five (5) additional days (32 hours for part time employees) to be taken in the calendar year in which they reach their 65th birthday in lieu of taking the two additional days per year of entitlement.

(c) All regular employees are entitled to eight (8) hours' pay at their straight time rate for the scheduled flex days off as provided for in 16.06 (a) and 16.06 (b) subject to the following conditions:

(i) A regular employee will not be paid for a scheduled flex day off unless he works his last scheduled day immediately preceding, and the first scheduled day immediately following such scheduled flex day off, except where such absence is due to illness as provided for in Section 14.01, bereavement leave as provided for in Section 17.03, jury duty as provided for in Section 17.02, and a doctor or dentist appointment verified in writing, or written authorization from management.

(ii) In the event that a scheduled flex day off falls during a period of absence from work for which a regular employee is receiving indemnity under the Sickness and Accident Insurance Plan, or is receiving Workplace Safety & Insurance Board benefits, insured sick pay will be paid for the scheduled flex day off to the extent appropriate under the sick pay provisions. The flex day may be rescheduled provided the employee meets all the requirements as set out under Letter of Understanding # 30.

(iii) Pay for scheduled flex days off will not be paid to regular employees who are subsequently scheduled to work on a scheduled flex day off and do not report for work, or who report for work but fail to complete their schedule unless such absence or failure is in the opinion of management due to a justifiable reason.

(iv) Employees required to work on a scheduled flex day off as provided for in Section 16.06 (a) and shall be paid at the rate of double time for the first eight (8) hours worked and double time for all hours worked in excess of the first eight (8). This payment is in addition to scheduled flex days off with pay as provided for in Section 16.06 (c).

(d) The scheduled flex days off schedule shall be arranged by the supervisor of each department but shall be subject to the approval of his manager, and shall be arranged with due regard first to the general operating requirements, second

to departmental operating requirements, and third to the employee's preference in order of seniority. Every reasonable effort will be made in preparing these schedules to provide that scheduled flex days off coincide with an individual's normal days off work. Approved schedules will be posted no later than April 30 in each respective calendar year, and management will ensure that employees are granted scheduled days off in accordance with the approved schedule.

(d) Regular employees who are employed less than a full year in any of the calendar years mentioned in 16.06 (a) shall be granted the appropriate flex days off for that calendar year on a prorated basis.

16.07 **Vacation (Harmonized Plan)**

Current employees, as of the ratification date, of this Collective Agreement, may submit for prior service recognition. The Company will recognize up to 10 years of relevant industry or discipline related prior work experience for the purposes of the vacation eligibility. Based on the result of this request current employees will be given a one-time option of transitioning to the new vacation plan, or to retain (remain grandfathered) in the previous vacation plan.

All new employees hired after the date of ratification will use the new vacation plan and terms as per the attached document outlined in the pension and benefits harmonization presentation.

Pro-rating of the vacation will continue to occur for new hires based on their date of hire that year.

ARTICLE 17

ABSENCE FROM WORK

17.01 **Leave of Absence**

(a) Union Business Employees elected as officers of the Local or designated by the President of the Local to attend to authorized Union business will be granted leave of absence without pay provided that, in the opinion of Management, Company operating conditions permit.

All such leaves of absence shall be requested by written notice to the Company at least three (3) days prior to the commencement of the period of leave. With respect to the granting of leave of absence attention is directed to the possible effect on Group Life Insurance, hospitalization and sickness benefits as set forth in the booklet describing the conditions pertaining to these insurance coverages.

(b) Other Than Union Business

If in the opinion of management Company operating conditions permit, the Company may grant leave of absence without pay for a period not exceeding two months to an employee for legitimate personal reasons. Legitimate and reasonable requests for leave of absence beyond two months will be given due consideration by the Company and, as a matter of policy, permission will not be withheld, provided such absence will not seriously interfere with the efficient continuation of satisfactory gas service. All leaves of absence shall be requested by written notice to the Company at least ten (10) days prior to the commencement of the period of leave. With respect to the granting of leave of absence attention is directed to the possible effect on Group Life Insurance, hospitalization and sickness benefits as set forth in the booklet describing the conditions pertaining to these insurance coverages.

17.02 Jury Duty

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

17.03 Bereavement Leave

The Company will grant a paid leave of absence to an employee in the event of a death occurring in the employee's immediate family. Employees will be granted bereavement leave with pay, on the following basis:

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

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

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

The maximum number of work days commences with the date of death and up to and including the first working day following the day of the funeral.

Time off with pay would be based upon the employee's scheduled hours of work during the applicable period.

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

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

17.04 Maternity/Adoption Leave

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

(a) An application for such leave will be submitted on forms supplied by the Company and will include a certificate signed by the employee's doctor specifying the estimated date of delivery. The application will normally be submitted to the employee's immediate supervisor three (3) months in advance of the specified date of delivery.

(b) In the case of illness supported by a certificate from the employee's doctor, the prenatal period may be extended up to four (4) additional weeks and the post-natal period may be extended up to an additional five (5) weeks.

(c) The Company will continue benefit coverage in accordance with the provisions of the Employment Standards Act, Ontario.

(d) An employee on maternity leave in accordance with the provisions of this agreement, and the Employment Standards Act, Ontario shall continue to accumulate seniority, and accrue Company service for the purpose of vacation entitlement, job progression, and sick pay entitlement, but shall not be entitled to receive payment or benefits for or during the period of such leave.

(e) An employee who is entitled to pregnancy leave, meets the employment criteria and who is the birth mother of a child is entitled to a Supplementary Employment Benefit as per the current company policy.

(f) Employees are eligible for an adoption leave as set forth in the Company's Adoption Leave Policy.

(g) If at any time during the term of the Collective Agreement the company modifies the Pregnancy, Parental leave of Absence, or Adoption Leave Policies, these modifications will apply to employees covered by this Collective Agreement.

17.05 Medical Appointments

Full-time employees will be granted paid time off for up to three appointments per calendar year.

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

17.06 Domestic Violence Leave

Enbridge Gas Inc. and Unifor recognize that violence, or the threat of violence, resulting from a domestic dispute can impact the health and safety of employees. To minimize this risk, and to ensure the safety of yourself and others, Union Gas 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 manager, Employee Relations or your Health and Safety Representative.
- 2) The employer will approve reasonable requests for accommodation from the employee experiencing domestic and or family violence which may include but not limited to the following;

- a) Changes to their working hours, shift patterns, duties or reduced work load;
- b) Accommodating the employee in another Job or department (or location);
- c) A change to their telephone number and email address.
- d) Safety planning at work, i.e. escort to their vehicle, parking close to main entrance, restricting access of the alleged perpetrator etc.
- e) Counselling and referral to appropriate support services for the employee.
- f) Leave under Article 14:01 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.

Eligibility:

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

- a) seek medical attention in respect of physical or psychological injuries sustained as a result of the domestic violence;
- b) obtain victim services
- c) obtain counselling;
- d) relocate (temporarily or permanently); or
- e) seek legal or law enforcement assistance.
- f) obtain any of the above for their eligible child(ren)

3) Union Gas 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, experience 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.

17.07 Women's Advocate

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

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

ARTICLE 18

SAFETY AND HEALTH

18.01

- a) The Company will institute and maintain reasonable precautions for the health and safety of all employees. All employees covered by this agreement shall co-operate in the implementation of such health and safety precautions. The Company and the Union shall co-operate fully in the elimination and prevention of unhealthy and unsafe working conditions and practices and assist in the prevention of accidents.
- b) The Company is bound by the provisions of the Ontario Occupational Health and Safety Act including future amendments which may occur from time to time. This includes a requirement that there shall be joint health and safety committees established and operated, as required, consisting of members representing the Company and of members representing the employees in accordance with such legislation.
- c) All matters considered and handled by the health and safety committee shall be recorded and minutes maintained.

18.02 Inclement Weather

When moving employees from one job to another in Company vehicles suitable covering shall be supplied during inclement weather. All efforts shall be made to secure inside work for outside employees during inclement weather, but it is understood that gas service must be maintained regardless of the conditions.

ARTICLE 19

CLOTHING AND FOOTWEAR

19.01 Special articles of working apparel worn by the employees and normally furnished by the Company, such as rubber boots, gloves, raincoats, meter repair aprons and gas masks, shall be cleaned and kept in good repair at the Company's expense. In those instances where it is necessary to issue such

articles as gloves for regular use and they have become worn-out, they shall be replaced by the Stock keeper on turning in the worn-out article.

19.02 Prescription Safety Eyewear

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

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

Note:

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

19.03 Safety Footwear

Upon completion of their probationary period, employees required by the Company to wear safety footwear will be reimbursed up to a maximum of \$220 per calendar year, toward the purchase of Canadian Standards Association approved safety footwear which meets Company standards.

Employees must provide the Company with a paid receipt to support the purchase of approved safety footwear in order to obtain reimbursement.

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

ARTICLE 20

GENERAL

20.01 Contracting Out

It is agreed that during the lifetime of this Agreement, the Company shall not sub-contract work that is presently being performed by employees covered by this agreement that by so doing will result in lay off of regular Bargaining Unit employees, or that by so doing will result in a reduction in the wage rate of regular Bargaining Unit employees who are transferred or selected for other jobs thereby. It is further agreed that in the latter case, such an employee shall be exempt from any contractual increase until the scheduled rate for the new job exceeds the rate received by the employee at the time of his transfer or job change, at which time he will receive the rate assigned to his then current job or classification.

Please refer to Letter of Understanding #18.

20.02 Technological Change

- a) As necessary, from time to time, the Company will discuss with the Union, matters relating to technological change in order to make the union aware of the Company's plans in these areas one month in advance, where practical, of implementing such plans. The Company will also grant the union the opportunity to make management aware of any concerns that the union or the unionized employees may have in relation to such changes.
- b) A Committee comprised of representatives from STO and Management will meet as necessary from time to time to discuss matters related to the changes. The committee will not consist of more than two (2) representatives from STO and an equal number from management.

20.03 Summer Students

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

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

Students required by the Company to wear safety footwear will be reimbursed up to a maximum of \$220.00 per calendar year, toward the purchase of Canadian Standards Association approved safety footwear that meets Company standards. Students must provide the Company with a paid receipt to support the purchase of approved safety footwear in order to obtain reimbursement.

20.04 Cost of Living Allowance

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

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

- (a) The C.P.I. published for March 1993 shall be compared with the C.P.I. published for December 1992 and effective the pay period immediately following the publication of the March 1993 C.P.I., the allowance, if triggered, shall be one (1) one cent per hour worked for each zero point two six five (0.265) increase in excess of 4% by which the March 1993 C.P.I. exceeds the December 1992 C.P.I.
- (b) Such allowance, if any, shall continue until the publication of the C.P.I. for June 1993. If the June 1993 C.P.I. exceeds by more than 4% the figure published for December 1992, effective the pay period immediately following the publication of the June 1993 C.P.I., the allowance, if triggered, shall be one (1) cent per hour worked for each zero point two six five (0.265) increase in excess of 4% by which the June 1993 C.P.I. exceeds the December 1992 C.P.I.
- (c) A similar comparison shall be made thereafter on the basis of the C.P.I. published every three months apart during the remainder of the term of this agreement concluding with the C.P.I. published for the month of December 1993.
- (d) If there is a decrease in the C.P.I. on the basis of the comparison the allowance shall be adjusted downward by using the formula mentioned above, but an employee's applicable hourly rate shall not be affected by any downward adjustment. At the time of any quarterly review of the C.P.I.

pursuant hereto, should the C.P.I. fall below 4% in excess of the C.P.I. published for December 1992, the Cost of Living Allowance shall cease.

- (e) In the event that Statistics Canada does not issue the appropriate C.P.I. on or before the beginning of one of the pay periods referred to in (a), (b) and (c) above, any adjustment in the cost of living allowance required by such appropriate Index shall be effective at the beginning of the first pay period after the Index has been officially published.
- (f) No adjustments, retroactive or otherwise, shall be made in the amount of the cost of living allowance due to any revision which may later be made in the published figures for the Index for any month on the basis of which the allowance shall have been determined.
- (g) The continuance of the cost of living allowance in its present form shall be contingent upon the availability of the official monthly Statistics Canada C.P.I. in its present form and calculated on the same basis as the Index published in April 1984. In the event the C.P.I. is not available in its present form the parties shall negotiate the appropriate revisions there to, or some other equitable arrangement.
- (h) The cost of living allowance provided for herein shall be paid only for actual hours worked and shall not be included in computing payment for work on a recognized holiday, for work on a scheduled flex day off, overtime premium, shift premium, call out pay, or any other premium, but shall be included in computing vacation pay, pay for recognized holidays, and pay for scheduled flex days off.
- (i) The cost of living allowance in effect at any time shall not form part of an employee's applicable hourly rate.
- (j) Upon renewal of the Collective Agreement expiring December 31, 1993, any cost of living allowance then in effect shall be added to the existing base rates prior to calculating the new base rates and further, any cost of living allowance then in effect will not be considered as any part of any negotiated increase.

20.05 Certificates and Permits

For employees who have established seniority and are chosen by the Company to perform work which requires certificates or permits by Governmental regulations, the Company agrees, during the term of this Agreement, to pay for

the initial issue and annual renewal of those certificates or permits upon receiving documentation from the employee that he/she has successfully obtained the initial certificate.

It is agreed that employees required by the Company to obtain a driver's licence of a higher category than "G" would be allowed reasonable time off, with pay, and the required equipment to complete the applicable Government examination.

Furthermore, the Company will pay the examination and medical fees, if any, associated with the obtainment and annual renewal of these licences for the designated employees.

The foregoing payments are based on documented successful completion and obtainment of the required licence.

ARTICLE 21

DURATION OF AGREEMENT

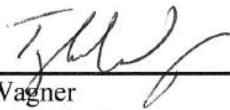
21.01 This agreement shall become effective on January 1, 2018 and shall continue in full force and effect until December 31, 2020 and thereafter from year to year unless, within 60 days prior to the expiration date of the agreement, notice is given by either party to the other party of their intention to revise, amend or terminate this agreement. The said notice may be given to the Company by registered mail addressed to Enbridge Gas Inc., Chatham, Ontario, or to the Union by registered mail addressed to the appropriate Local or Locals of Unifor.

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

For the Union



D. Valente
UNIFOR National Rep

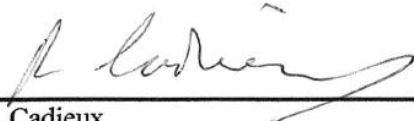


T. Wagner
Plant Mechanic



J. Gray
Plant Operator

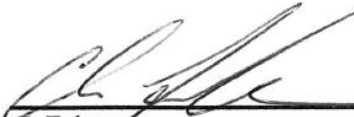
For the Company



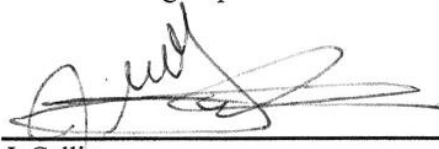
R. Cadieux
Manager, Labour Relations



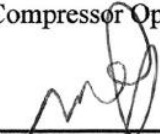
W. Armstrong
Director Storage Operations



C. Falconer
Manager Compressor Operations East



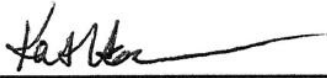
J. Gallie
Manager System Ops & Compression Dawn



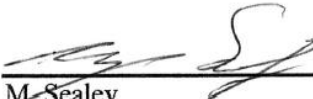
T. Fares
Labour Relations Specialist II



R. DeBoer
Tech Manager Benefits & Pension



K. Hooper
Director, Trans & Compression Operations



M. Sealey
Administrative Assistant III, Distribution
Operations

APPENDIX "A"
STORAGE AND TRANSMISSION OPERATIONS DEPARTMENT

GRADE NO.	JOB TITLE	CLASSIFI-CATION	PROGRESSION	WAGE RATES		
				Jan. 1 2018	Jan. 1 2019	Jan. 1 2020
601	Welder Prod. & Trans. Dept. W1			39.26	40.05	40.85
	Welder W2	In Training	Next 6 months	34.95	35.65	36.36
	Welder W3	In Training	Next 6 months	32.00	32.64	33.29
	Welder W4	In Training	6 months	30.78	31.40	32.03
	Heavy Equipment Operator (when so engaged)			38.23	38.99	39.77
621	Crew Leader			39.26	40.05	40.85
631	Field Rep	*Class 1	Over 1 year	37.45	38.20	38.96
632	Field Rep	*Class 1	1st year	35.19	35.89	36.61
641	Field Rep	Class 2	Over 3 years	35.19	35.89	36.61
642	Field Rep	*Class 2	2nd year	33.80	34.48	35.17
643	Field Rep	*Class 2	1st year	32.19	32.83	33.49
658	Field Rep	*Class 3	Next 6 months	31.10	31.72	32.35
668	Field Rep	*Helper	Next 3 months	30.15	30.75	31.37
669	Field Rep	*Helper	3 months	29.25	29.84	30.44
281	Utility Labour Pool		Over 6 months	25.21	25.71	26.22
			First 6 months	23.80	24.28	24.77
671	Vehicle Mechanic		Over 1 year	37.45	38.20	38.96
672	Vehicle Mechanic		Next 9 months	35.10	35.80	36.52
679	Vehicle Mechanic		3 months	33.34	34.01	34.69
701	Stockkeeper		Over 3 years	36.25	36.98	37.72
702	Stockkeeper		3rd year	34.29	34.98	35.68
703	Stockkeeper		2nd year	32.86	33.52	34.19
705	Stockkeeper		Next 9 months	31.60	32.23	32.87
709	Stockkeeper		3 months	30.08	30.68	31.29
731	Warehouse Attendant		2nd year & over	33.29	33.96	34.64
732	Warehouse Attendant		Next 9 months	30.57	31.18	31.80
739	Warehouse Attendant		3 months	29.13	29.71	30.30
101	Summer Student			15.00	15.30	15.61

* Normal progression within these classifications only. All other jobs filled to establishment only. Progression from one classification to another is subject to passing qualifying examination. Individuals selected for the Welder position - refer to Letter of Understanding #29

APPENDIX “A”
STORAGE AND TRANSMISSION OPERATIONS DEPARTMENT
(Continued)

GRADE NO.	JOB TITLE	CLASSIFI- CATION	PROGRESSION	WAGE RATES		
				Jan. 1 2018	Jan. 1 2019	Jan. 1 2020
501	System Operator	*Class 1		42.00	42.84	43.70
502	System Operator	*Class 2	12 months	40.21	41.01	41.83
561	System Operator	*Class 3	18 months	35.49	36.20	36.92
562	System Operator	*Class 3	9 months	32.64	33.29	33.96
563	System Operator	*Class 3	12 months	31.27	31.90	32.54
569	System Operator	*Class 4	3 months	29.64	30.23	30.83
579	Crew Leader Plant Operator			41.24	42.06	42.90
511	Plant Operator	*Class 1		39.41	40.20	41.00
512	Plant Operator	*Class 2	12 months	37.37	38.12	38.88
551	Plant Operator	*Class 2	12 months	34.68	35.37	36.08
552	Plant Operator	*Class 3	6 months	32.64	33.29	33.96
553	Plant Operator	*Class 4	9 months	31.27	31.90	32.54
559	Plant Operator	*Class 4	3 months	29.64	30.23	30.83
811	Compressor Op.	*Class 1		39.41	40.20	41.00
812	Compressor Op.	*Class 2	12 months	37.37	38.12	38.88
851	Compressor Op.	*Class 2	12 months	34.68	35.37	36.08
852	Compressor Op.	*Class 3(1)	9 months	32.64	33.29	33.96
853	Compressor Op.	*Class 3	12 months	31.27	31.90	32.54
859	Compressor Op.	*Class 3	3 months	29.64	30.23	30.83

* Normal progression within these classifications only.

Progression from one classification to another is subject to passing qualifying examination.

(1) Progression to Grade 852 is subject to successfully obtaining a “Compressor Operator” licence issued by TSSA. If an employee has not acquired sufficient operating hours to be eligible to attempt to qualify for a “Compressor Operator” licence the employee will continue to progress through the grades. Upon obtaining sufficient operating hours to be eligible to qualify for a “Compressor Operator” licence the employee will not progress further until successfully obtaining the “Compressor Operator” certification.

APPENDIX "A"
STORAGE AND TRANSMISSION OPERATIONS DEPARTMENT
(Continued)

WAGE RATES

GRADE NO.	JOB TITLE	CLASSIFICATION	PROGRESSION	Jan. 1 2018	Jan. 1 2019	Jan. 1 2020
571	Grounds Attendant		Over 1 Year	32.19	32.83	33.49
572	Grounds Attendant		Next 9 months	30.11	30.71	31.32
579	Grounds Attendant		3 months	29.18	29.76	30.36
941	Building Attendant		Over 2 Years	34.68	35.37	36.08
942	Building Attendant		2nd Year	33.22	33.88	34.56
943	Building Attendant		Next 9 months	31.86	32.50	33.15
949	Building Attendant		3 months	30.29	30.90	31.52
591	Crew Leader Turbine Plant			41.24	42.06	42.90
581	Turbine Operator	*Class 1	Over 1 Year	39.41	40.20	41.00
582	Turbine Operator	*Class 1	1st Year	37.37	38.12	38.88
583	Turbine Operator	*Class 2	2nd Year	34.68	35.37	36.08
584	Turbine Operator	*Class 2	1st Year	32.64	33.29	33.96
588	Turbine Operator	*Class 3	Next 9 months	31.27	31.90	32.54
589	Turbine Operator	*Class 3	3 months	29.64	30.23	30.83
681	Plant Mechanic	*Class 1		39.41	40.20	41.00
682	Plant Mechanic	*Class 2	12 months	37.37	38.12	38.88
683	Plant Mechanic	*Class 2	12 months	34.68	35.37	36.08
687	Plant Mechanic	*Class 3	9 months	32.64	33.29	33.96
688	Plant Mechanic	*Class 3	12 months	31.27	31.90	32.54
689	Plant Mechanic	*Class 3	3 months	29.64	30.23	30.83
281	Utility Labour Pool		Over 6 months	25.21	25.71	26.22
285	Utility Labour Pool		First 6 months	23.80	24.28	24.77
101	Summer Student			15.00	15.30	15.61

* Normal progression within these classifications only.

Progression from one classification to another is subject to passing qualifying examination.

APPENDIX “B”

UTILITY LABOUR POOL EMPLOYEES, TEMPORARY EMPLOYEES AND CONTINUOUS PART-TIME EMPLOYEES

WAGES, HOURS OF WORK AND WORKING CONDITIONS

Please see Letter of Understanding #25

1. The following provisions of this agreement apply to Utility Labour Pool Employees and Temporary Employees.
 - A. Deduction of Union Dues
Article 3, Section 3.01
 - B. Reservation to Management
Article 5, All Sections
 - C. Special Articles of Working Apparel
Article 14, Section 14.17
2. Additional provisions that apply to Utility Labour Pool Employees.
 - A. Utility Labour Pool Employees will be responsible for performing utility locate work (e.g. gas, Bell, hydro, etc.); third party inspection work related to locates; and other utility work not requiring certifications / licences. Utility Labour Pool employees may however assist regular employees who have the following certifications / licences:
 - AZ or DZ driver’s licence
 - Fork Lift Truck Certification
 - Backhoe Operation
 - HIAB and Pitman Crane Certification
 - TSSA IMT, Gas Technician 1 or 2 to complete meter work, activate new appliances and inspect as per the Ontario regulations

APPENDIX “B”

continued

- TSSA Gas Technician 1 or IMT to service large gas fired equipment
- TSSA GPI Gas Pipeline Inspection to inspect pipeline installations and complete pipeline repairs
- TDG Transportation of Dangerous Goods required to receive / handle / transport dangerous goods including odorant
- TSSA Boilers and Pressure Vessels High Pressure Welder
- TSSA Compressor Operator to operate pipeline reciprocating and rotary compressors at Storage & Transmission Operations
- Company internal certifications including Fusion of PE Pipe, Odorant Handling, clock spring training
- Application of herbicides
- Pipeline purging and blow down
- Millwright activity

Note – Company training will be provided as necessary to perform work or duties not defined above. In the event that a certificate or licence is required to perform duties related to utility locate work, Utility Labour Pool Employees would be certified / licenced and be eligible to continue performing this work.

- B. A separate seniority list shall be maintained which shall apply to those employees classified as “Utility Labour Pool”, and such seniority shall be computed from the date of hiring following a probationary period of five (5) calendar months of work in this classification.

Subject to the following, employees on the separate seniority list shall not be considered to have seniority for the purposes of promotion to or replacement of employees in other jobs in the Bargaining Unit.

- C. In the event of a lay off in the Utility Labour Pool classification, employees shall be laid off in the reverse order of seniority, providing the employees retained are willing and able to do the work available. Laid off Utility Labour Pool Employees will have recall rights to this classification for six months after layoff, after which recall rights and employment will be terminated.

APPENDIX "B"

continued

- D. In the event of a recall after lay off in the Utility Labour Pool classification, the reverse of the layoff procedure shall be followed providing the employees are willing and able to perform the work available and have retained recall rights under C. preceding.

- E. Utility Labour Pool Employees may be employed during the period from March 1 to December 15 in the calendar year. An employee in the Utility Labour Pool classification who has been on the payroll between the 1st day of March and the 15th day of December in any calendar year, if retained in the Company's employment after the 15th day of December, shall be transferred to the regular seniority list and appointed to the regular staff, and the seniority of such employee shall be dated back to the date he/she first commenced to work for the Company in the year in which he/she qualifies.

- F. After completion of three (3) months of the probationary period, Utility Labour Pool Employees will be entitled to pay for recognized holidays. During the first three (3) months of the probationary period, a Utility Labour Pool Employee will be entitled to holidays and payment in accordance with the provisions of the Employment Standards Act, Ontario. For those holidays occurring after three-months of the probationary period and within their work term, holiday payment shall be computed in accordance with and subject to the provisions of Article 12 of the Operations Collective Agreement. An employee will not be required to re-qualify under this provision if recalled from layoff under the preceding term D.

- G. After completion of three (3) months of the probationary period, Utility Labour Pool Employees will be entitled to the Bereavement Pay provisions of Section 14.04 of the Collective Agreement in case of death in the immediate family of a Utility Labour Pool Employee within their work term. An employee will not be required to re-qualify under this provision if recalled from layoff under the preceding term D.

APPENDIX "B"

continued

- H. Utility Labour Pool Employees who are subsequently hired within a 6-month period following termination, to fill a vacancy in the regular staff, shall serve a probationary period of five (5) months reduced by the equivalent amount of service completed as a Utility Labour Pool Employee. Upon completion of the probationary period, the employee's seniority date shall be established giving credit for a maximum of five (5) months equivalent credit for service as a Utility Labour Pool Employee.
 - I. After completion of three (3) months of the probationary period, Utility Labour Pool Employees will be entitled to a safety shoe allowance in accordance with the provisions of Article 14, Section 14.15. An employee will not be required to re-qualify under this provision if recalled from layoff under the preceding term D.
 - J. **BENEFITS:** Utility Labour Pool Employees will be eligible to participate in the Company's flexible benefits program, "Choices", under the terms and conditions of the program and the policies of insurance. The flexible credit formula for these employees will be 0.55% of base annual wages plus \$925.00. Benefits will cease upon layoff from employment.
 - K. Utility Labour Pool Employees will not be the first or second responder under the Company's Emergency Response Matrix.
 - L. Utility Labour Pool Employees will not independently perform work requiring certification / licences on either a straight-time or overtime basis.
3. Additional provisions applying to Temporary Employees
- A. The Company will notify the Bargaining Unit in writing when a Temporary Employee is to be employed, together with the expected duration of the assignment.

APPENDIX "B"

Continued

- B. Temporary Employees working on projects or assignments of limited duration shall be terminated at the conclusion of ninety (90) days of work in any twelve (12) month period, commencing from the date of hire or commencement of employment in such period. Should a Temporary Employee not be terminated as provided above, he shall become a regular employee and the seniority date shall be dated back to the most recent date of hire.

Employees, who were employed as Temporary Employees, who are subsequently hired within a six (6) month period following termination, to fill a vacancy in the regular staff, will have the normal five (5) month probationary period reduced by the amount of service completed as a Temporary. Upon completion of the Probationary period the employee's Company service date shall be dated back to the date of commencement of the Probationary period or the date of hiring to the vacancy in regular staff, whichever is applicable. For the purpose of establishing the individual's Union seniority date and Company service date, such employees will be granted a maximum of five (5) months' credit for service as a temporary employee. Credit for previous company service will be applicable to vacation entitlement, Company service awards, ESP contribution eligibility date and disability pay only.

- C. Temporary employees will be paid at the lowest rate of pay for the classification for which they are employed as provided in Appendix "A" of the collective agreement.
- D. Performance – Management will conduct annual performance appraisals on all temporary employees. The timing of the appraisals will coincide with the annual two week break provided to all temporary employees. Ongoing feedback and coaching will take place during the work term. If the individual is not meeting expectations for becoming a regular employee they will not be offered an additional temporary assignment.
4. Additional provisions applying to Utility Labour Pool Employees and Temporary Employees.
- A. **HOURS OF WORK**
Utility Labour Pool Employees will work eight hours per day between the hours of 8:00 a.m. and 9:00 p.m., five consecutive days between Monday and Saturday. Utility Labour Pool Employees will not be scheduled for standby and related call-out duties. Temporary Employees will work as either Day Workers or Shift Workers in accordance with the hours specified for Regular Employees.

APPENDIX “B”

Continued

Work schedules, for Utility Labour Pool Employees, showing days and hours of work will be posted two weeks in advance.

B. OVERTIME

The Company will pay overtime rates for Utility Labour Pool Employees and Temporary Employees at the applicable overtime rate specified in Section 11.10 of the collective agreement. In regard to planned overtime for utility locate work, the Company will first offer these overtime opportunities to regular Operations employees who normally perform the work, then to Locate Clerks (Office Bargaining Unit where applicable), and then to qualified Utility Labour Pool Employees, except in London where existing practices will continue. In regard to planned overtime for other types of utility work, the Company will follow the provisions of Article 11.10. Thereafter the overtime opportunities will be offered to Utility Labour Pool Employees or Temporary Employees who normally perform the work.

C. SHIFT PREMIUM

When Utility Labour Pool Employees and Temporary Employees are required to work regularly scheduled shift hours for which a shift premium is payable under the Collective Agreement they will be paid shift premium in accordance with the provisions of Article 11, Section 11.07 of the Collective Agreement.

D. GRIEVANCE PROCEDURE

Utility Labour Pool Employees and Temporary Employees will be entitled to the provisions of Articles 7 and 8 of the Collective Agreement providing a grievance and arbitration procedure only in respect to a difference relating to the interpretation, application or administration of the provisions of this Appendix.

5. Additional provisions applying only to Continuous Part-Time Employees.

APPENDIX "B"

Continued

A. A separate seniority list shall be maintained and posted for those employees classified as "Continuous Part-Time", whose seniority shall be computed from the date of hiring after having completed a probationary period of five hundred and twenty (520) hours worked. Subject to the following, employees on such separate seniority list shall not be considered to have seniority for the purposes of promotion to or replacement of employees in other jobs in the Bargaining Unit.

B. In the event of a lay off of Continuous Part-Time Employees, such employees shall be laid off in reverse order of seniority, providing there are available Continuous Part-Time Employees with greater seniority who are sufficiently qualified, willing and able to do the work required.

C. In the event of a recall after lay off of Continuous Part-Time Employees, the reverse of the lay off procedure shall be followed providing such employees are sufficiently qualified, willing and able to do the work required.

D. Continuous Part-Time Employees will be paid the rate of pay for the classification in which they are employed as provided in Appendix "A" of the Collective Agreement. Progression will be limited to and within those classifications listed in Appendix "A", and under normal circumstances, progression within the classification and from one classification to another will be in accordance with such progression based on actual hours worked providing also that the employee meets the qualifications of such classifications in the line of progression.

E. Scheduling of daily starting times, the minimum or maximum daily hours of work, and the scheduling of such days of work for Continuous Part-Time Employees shall be at the discretion of management. Work schedules for Continuous Part-Time Employees will be posted at least two (2) weeks in advance and if such schedules are changed by the Company with less than forty-eight (48) hours notice, the change of schedule provisions of this collective agreement will apply.

F. **OVERTIME**

Overtime rates shall be paid for all hours worked in excess of eight (8) hours per day and twenty-four (24) hours per week, except in the latter case where a Continuous Part-Time Employee is acting as a replacement in which case he shall receive overtime after forty (40) hours per week.

APPENDIX "B"

Continued

G. GRIEVANCE PROCEDURE

Continuous Part-Time Employees will be entitled to the provisions of Article 7 and 8 of the Collective Agreement providing a grievance and arbitration procedure only in respect to a difference relating to the interpretation, application or administration of the provisions of this Appendix.

H. a) All Continuous Part-Time vacancies and newly created Continuous Part-Time jobs coming within the scope of this agreement will be posted on Company bulletin boards. If no regular full-time employee is named as the successful applicant to such posted vacancy, the Continuous Part-Time Employee with the greatest seniority who has made application for the vacancy shall be given preference provided he/she is able to meet the normal requirements and qualifications for the job.

b) Continuous Part-Time Employees interested in employment as a Regular Employee may make application for such employment in accordance with the provisions of Article 10, Section 10.02 (a), when a vacancy occurs. Applications from Continuous Part-Time Employees will only be considered for posted vacancies if there is no successful applicant from Regular Employees as provided for in Article 10. In situations where it is appropriate to consider the applications for a posted vacancy from Continuous Part-Time Employees, the individual with the greatest seniority as a Continuous Part-Time Employee shall be given preference provided he/she is able to meet the normal requirements and qualifications of the job.

I. Continuous Part-Time Employees hired to fill a regular full-time vacancy shall serve a probationary period of five (5) months reduced by the equivalent amount of cumulative full-time service completed as a Continuous Part-Time Employee. Upon completion of the probationary period, the employee's seniority shall be established giving credit for a maximum of five (5) months equivalent credit for service as a Continuous Part-Time Employee.

J. Continuous Part-Time Employees will be eligible for participation in the Unifor Union new Members' Orientation Program as set out in Article 2, Section 2.06.

K. Continuous Part-Time Employees will be provided with a safety footwear allowance in accordance with Section 14.15.

APPENDIX "B"

Continued

L. 1. Continuous Part-Time Employees hired prior to 1991 will be entitled to annual vacations with pay as follows; and it will be computed on the CPT employee schedule not to exceed twenty-four (24) hours per week times the employee's straight time rate.

- (i) Two (2) weeks vacation after completion of one (1) or more years' continuous part-time service.
- (ii) Three (3) weeks vacation after completion of three (3) or more years of continuous part-time service
- (iii) Four (4) weeks vacation after completion of ten (10) or more years of continuous part-time service.
- (iv) Five (5) weeks vacation after completion of eighteen (18) or more years of continuous part-time service, up to and including the calendar year in which twenty-four (24) years of continuous part-time service is completed.
- (v) Six (6) weeks vacation after twenty-five (25) years of continuous part-time service and during each succeeding year of continuous part-time service.

L. 2. Continuous Part-Time Employees hired in 1991 and in subsequent years will receive vacation with pay on the basis of a Continuous Part-Time Employee's normal scheduled weekly hours times his/her straight time rate and shall be granted subject to the following:

a. Upon satisfactory completion of three (3) months of the probation period new Continuous Part-Time Employees shall be entitled to vacation with pay on the basis of one (1) part-time day for every twenty-four (24) calendar days of Continuous Part-Time employment completed during the calendar year in which they were hired. For Continuous Part-Time Employees who completed three (3) months of their probation in the second calendar year of employment, earned vacation entitlements will be taken at that time or shortly following the time after completion of three (3) months of their probation. Such vacation entitlements may not be added to, and taken with, future vacation entitlements.

b. During the second calendar year and up to and including the calendar year in which nine (9) years of Continuous Part-Time service are completed, each Continuous Part-Time Employee will be entitled to three (3) weeks Continuous Part-Time vacation subject to employment continuing throughout the year.

APPENDIX “B”

Continued

- c. During the calendar year in which ten (10) years of Continuous Part-Time Service are completed and up to and including the calendar year in which seventeen (17) years of Continuous Part-Time Service are completed, each Continuous Part-Time Employee will be entitled to four (4) weeks vacation subject to employment continuing throughout the year.
 - d. During the calendar year in which eighteen (18) years of Continuous Part-Time Service are completed and up to and including the calendar year in which twenty-four (24) years of Continuous Part-Time Service are completed, each Continuous Part-Time Employee will be entitled to five (5) weeks vacation subject to employment continuing throughout the year.
 - e. During the calendar year in which twenty-five (25) years of Continuous Part-Time Service are completed, and during each succeeding year of Continuous Part-Time Service, each Continuous Part-Time Employee will be entitled to six (6) weeks vacation subject to employment continuing throughout the year.
- M. Continuous Part-Time Employees will be eligible to receive two (2) scheduled flex days off in accordance with Section 14:14 (Section 14.14 (b) shall not be applicable) with pay prorated on the basis of the employee’s daily regular hours of work.

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Letter No. 9.....	Contracting Out
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LETTER OF UNDERSTANDING #1

June 6, 2003

Re: Continuous Part-Time Employees

During the 1983-84 negotiations for renewal of the existing Collective Agreements, the manner of the use of Continuous Part-Time Employees and the inclusion of such employees in the bargaining units was discussed at length. The purpose of this letter is to indicate the manner in which Continuous Part-Time Employees would be utilized.

Continuous Part-Time Employees will normally be used during peak periods and to meet the Company's requirements in order to provide a more efficient operation. Continuous Part-Time Employees will normally work twenty-four (24) hours per week or less except when used as replacement and during emergencies. Should a C.P.T. be required beyond 24 hours as a replacement or for an emergency, the local Union will be consulted regarding the facts of the situation including the hours worked.

Continuous Part-Time Employees will be provided with vacation and public holidays in accordance with the regulations of the Employment Standards Act, Ontario.

During the term of the negotiated agreements, the parties agree to meet and discuss any concerns that may arise with respect to Continuous Part-Time Employees.

T. Tippin,
Manager, Labour & Employment Relations
Union Gas Limited

TT/pk

LETTER OF UNDERSTANDING #2

June 6, 2003

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

Re: Jurisdictional Lines

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

This Agreement has no application whatsoever to the change in Report Base/Transfer of Work situations which are dealt with in a separate arrangement under Letter of Understanding #17.

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

1. Employees on call will not be required to cross the jurisdictional boundary of their bargaining unit.

LETTER OF UNDERSTANDING #2

- 2 -

2. Employees working on the night shift will not be required to cross the jurisdictional boundary of their bargaining unit.

3. The crossing of bargaining unit lines of jurisdiction will not interfere with the promotional opportunities of bargaining unit employees.

4. The Company will supply transportation to employees directed to cross their bargaining unit lines of jurisdiction.

5. Time taken travelling to/from a location outside the normal areas of jurisdiction will be paid at the appropriate rate from his/her normal reporting base.

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

FOR THE UNION

B. Price

Local 999 Production Unit
& Dunnville Units

J. Galvin

Local 8833 Hamilton Operations
Unit

G. Hewson

Local 758 Windsor Operations Unit

B. McFadden

Local 999 Chatham Operations &
Clerical Units

C. Petrucci

Local 8833 Brantford Call Centre
Unit

M. Patry

Local 758 Windsor Clerical Unit

LETTER OF UNDERSTANDING #2

- 3 -

J. Wilson

Local 8833 Waterloo Operations Unit

D. Carrothers

Local 938 London Operations Unit

D. Girardi

Local 56 Brantford Operations Unit

D. Valente

CEPU National Representative

J. Galvin

Chairperson, Gas Workers Council

L. Laird

Local 8833 Clerical Units

S. Haskell

Local 938 London Clerical Unit

J. McNeill

Local 914 Sarnia Operations & Clerical Unit

R. Mandryk

Local 5 Simcoe Operations & Clerical Units

FOR THE COMPANY

T. Tippin

Manager, Labour & Employment Relations

R. Cadieux

Manager, Employee Relations Waterloo

J. McReynolds

Manager, Labour Relations

J. Caille

Director, Customer Care

M. Shannon

General Mgr., Storage and Transmission Operations

LETTER OF UNDERSTANDING #3

June 6, 2003

RE: Loss of Driver's Licence

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

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

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

TT/pk

LETTER OF UNDERSTANDING #4

June 6, 2003

Re: Full-Time to Part-Time

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

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

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

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

LETTER OF UNDERSTANDING #5

April 20, 2006

Re: Letter of Understanding – Examinations

During the 1989-90 negotiations, the Union and the Company discussed principles governing progression examinations. As a result of these examinations, the following was agreed to:

1. Examinations for progression will be based on the subject matter that is relevant to the duties performed by the classification.
2. Employees required to write progression examinations will be provided training and/or field exposure on the subject matter covered by the examinations. This preparation will be to a minimum standard established for the classification.
3. Employees required to write progression examinations will be given at least 30 days prior notice.

This schedule of examinations does not alter the requirements as described under the appropriate section of the Collective Agreement but rather is an expression of the practice in effect as it relates to examinations. Should this schedule be changed, management representatives will meet with local Union prior to implementation for the purpose of reviewing the change and the details of the revised requirements.

Progression examinations shall be scheduled on a twice-annual basis, with the exception of Utility Service Representatives who will be once a year. Upon successful completion of the progression examination, increases will become effective on the employee's normal progression date.

Should an employee be unsuccessful in passing a progression examination, the employee's progression date will be retarded by six months and progression will be subject to passing the appropriate progression examination.

Terry Tippin
Manager, Labour & Employment Relations
Union Gas Limited

TT/pk

LETTER OF UNDERSTANDING #6

April 11, 2018

Re: Like Jobs

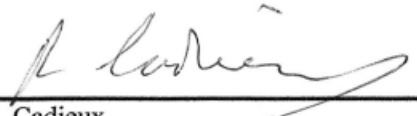
During the 2018 negotiations for renewal of the existing Collective Agreements, an understanding was reached by the parties regarding the intent of "job" contained in Article 10.04 and Appendix A.

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

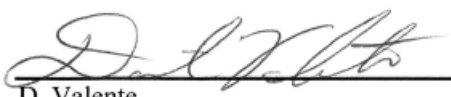
<u>Job</u>	<u>Considered the Same as Job:</u>
Crew Leader Field	Field Representative
Crew Leader Plant Operator	Plant Operator
Crew Leader Plant Mechanic	Plant Mechanic
Welder	Field Representative

EXAMPLE:

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



R. Cadieux
Manager, Labour Relations



D. Valente
UNIFOR National Rep

LETTER OF UNDERSTANDING #7

June 6, 2003

Re: Redundancy Job Posting

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

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

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

TT/pk

LETTER OF UNDERSTANDING #8

Feb.12, 2009

CHANGE IN REPORT BASE/TRANSFER OF WORK

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

1. Unless otherwise expressed in this document, all terms and conditions set out herein apply to both Company initiated inter-local/unit (between one local/unit and another) and company initiated intra-local/unit (within a local/unit) changes in report base/transfer of work. These provisions also apply to redundant employees who may transfer to a new work location.
2. Situations qualifying for consideration are those which have been initiated by the Company and in which the employee's current report base is changed resulting in a new report base for the employee that is 40 or more kilometres from the current report base. The above arrangements are subject to prior Management approval.
3. An individual involved in a situation as set out in 2 above, who relocates his place of residence a distance which is at least 40 kilometres closer to the new report base, is entitled to receive the following relocation assistance. Relocation assistance is subject to meeting Canada Customs and Revenue Agency requirements for moving expenses. The maximum total expenses, including mileage allowance, may not exceed \$15,000.00
 - i. Cost of moving the employee's household and personal goods. Such assistance will be in accordance with Company policy and practice. In the event the employee requires a mover, arrangements must be confirmed through the Company before being committed to.

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

NOTE:

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

4. Where the change in report base or transfer of work is inter-local / unit, an employee affected by the change may choose to accept the transfer under the appropriate conditions or such employee may elect to exercise his/her seniority rights within their local / unit as provided for under Article IX of the Collective Agreement.

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

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

8. Where the change in report base or transfer of work is intra-local, a volunteer from the classification / job, or failing a volunteer, the most junior employee in the classification/job in the report base from which the transfer is being made must accept the transfer to the new report base.
9. In all situations of change in report base or transfer of work, there will be prior consultation with the appropriate representatives of the Union. The Company acknowledges that failure to reach agreement with the Union regarding the change in report base or transfer of work could result in a grievance being filed by the appropriate local/unit.

10. It is acknowledged by the Union that the Memorandum of Agreement between the parties regarding the assignment of work across Union local jurisdictional boundary lines, as it exists from time to time shall have no application whatsoever to the subject matter of this arrangement and in the event of any conflict between this arrangement and the Memorandum of Agreement regarding jurisdictional boundary lines, this Agreement regarding change in Report Base/Transfer of work shall prevail.

For the Union

<u>D. Valente</u> CEPU National Representative	<u>J. Galvin</u> Local 8833 Hamilton Operations Unit
<u>J. Wilson</u> Local 8833 Waterloo Operations Unit	<u>L. Laird</u> Local 8833 Clerical Units
<u>F. Unternahrer</u> Local 914 Sarnia Operations & Clerical Units	<u>C. Petrucci</u> Local 8833 Brantford Call Centre Unit
<u>G. Mahas</u> Local 938 London Operations Unit	<u>S. Haskell</u> Local 938 London Clerical Unit
<u>R. Mandryk</u> Local 5 Simcoe Operations & Clerical Units	<u>B. McFadden</u> Local 999 Chatham Operations and Clerical Units

B. Price
Local 999 Production Unit

B. Price
For Local 999 Dunnville Operations Unit

G. Hewson
Local 758 Windsor Operations Unit

M. Patry
Local 758 Windsor Clerical Unit

D. Girardi
Local 56 Brantford Operations Unit

For the Company

R. Cadieux
Manager, Labour & Employment Relations

P. Greco
Dir, Dist Const/Mtnce Process
Improvement

J. Green
Director, Customer Care

D. Simpson
General Manager, Storage and
Transmission Operations

J. McReynolds
Manager, Labour Relations

LETTER OF UNDERSTANDING #9

June 6, 2003

RE: Contracting Out

This letter is a follow-up to our discussions during the 1994 negotiations on the issue of contracting out of work presently being performed by bargaining unit employees. We recognize the current requirements on this issue under section 20.01 and this letter does not in any way alter any of those collective agreement requirements. It is understood that there is a value and benefit to the employee, the Company and the customer when:

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

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

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

TT/pk

LETTER OF UNDERSTANDING #10

June 6, 2003

RE: Alternate Work Schedules

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

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

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

T. Tippin
Manager, Labour & Employment Relations
Union Gas Ltd

TT/pk

LETTER OF UNDERSTANDING #11

June 6, 2003

RE: Workforce Adjustments

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

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

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

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

LETTER OF UNDERSTANDING #12

June 6, 2003

RE: Banking of Overtime Hours

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

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

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

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

LETTER OF UNDERSTANDING #13

March 8, 2018

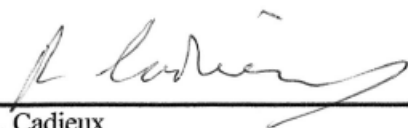
Re: Unifor Health, Safety & Industrial Relations Training Fund

During the negotiations for renewal of the Collective Agreements that expired December 31, 1999, the Union submitted a proposal to include provision in the Collective Agreement for Company financial support to the Unifor Health, Safety & Industrial Relations Training Fund. This fund provides training and seminars for union members, and, in addition, Company management is invited to participate in some of the programs offered under this fund.


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

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

Rob Cadieux
Manager, Labour & Employment Relations
Union Gas Limited



R. Cadieux
Manager, Labour Relations



D. Valente
UNIFOR National Rep

LETTER OF UNDERSTANDING #14

June 6, 2003

Re: Employment Security

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

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

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

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

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

LETTER OF UNDERSTANDING #15

May 23, 2003

Re: Utility Labour Pool Employees

During the negotiations for renewal of the collective agreements that expired December 31, 2002, the Company and Union agreed to the establishment of a new job classification, "Utility Labour Pool".

The Company has indicated to the Union that this new classification is intended to be complementary to the existing workforce and that this classification provides management with an additional option when considering if work can be performed by Company employees, as opposed to contracting out work.

During the discussions the Union expressed concern about the impact this change may have on employees. The Company confirms to the Union that the creation of the Utility Labour Pool classification in and of itself will not create job redundancies. However, the parties also discussed that the Company cannot guarantee job levels for its employees and that job levels within the Company are based upon the workload and operating requirements of the company.

T. Tippin

Manager, Labour & Employment
Relations,

D. Valente

CEPU National Representative

LETTER OF UNDERSTANDING #16

April 4, 2019

RE: Benefit Plan – Annual Review Meeting

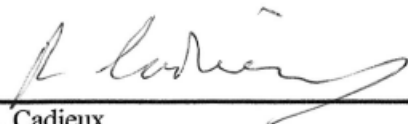
The Company and the Union agree that the current employer/employee cost sharing percentage of 93% employer and 7% employee will be maintained during the life of the collective agreement. A review of the actual costs of the plan will be conducted on an annual basis and any adjustments will be effective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

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


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

The parties agree that during the annual financial review of each previous year (comparing projected costs to actual cost), if the actual overall employee costs incurred exceeds 7% of the total benefit costs, the company will refund the excess costs to employees in the next annual re-enrolment. The details of how the excess employee costs are refunded will be determined and agreed to during the annual review meeting. Union sign-off by Memorandum of Agreement will be required to implement any changes to the Benefit Plan content, not including administrative changes and procedures.

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



R. Cadieux
Manager, Labour Relations



D. Valente
UNIFOR National Rep


LETTER OF UNDERSTANDING #17

April 10, 2018


RE: Meal Allowance

This letters clarifies requirements for meal allowance outside of employee's regular hours.

- 1) Employees assigned to work **planned or unplanned** overtime are eligible for a reasonable meal allowance upon submission of detailed receipts after working more than 2 hours beyond their scheduled shift.
- 2) If called out under 12.12:
 - i) After more than 4 hours on a Company recognized holiday;
 - ii) After more than 4 hours on a scheduled day off.
- 3) If no business establishments are open or no business establishments are located within a reasonable distance from the employees home, the employee will be permitted a \$15.00 meal allowance.
- 4) Where possible, all meals must be purchased on the Company credit card.



R. Cadieux
Manager, Labour Relations



D. Valente
UNIFOR National Rep

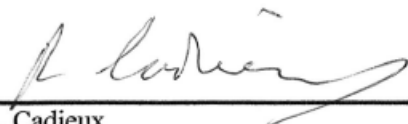
LETTER OF UNDERSTANDING #17A

April 10, 2018


RE: Meal allowance for normal work duties outside of report base

This LOU clarifies when meal allowances will apply for employees required to travel outside of their reporting base to perform their assigned work duties on a day to day basis.

- 1) Employees who are assigned to work at a location in excess of 15 km from their normal reporting base, upon submission of reasonable receipts will be eligible for a meal allowance.
- 2) If no business establishments are open or no business establishments are located within a reasonable distance from the employees home, the employee will be permitted a \$15.00 meal allowance.
- 3) Employees who are required to travel for business are eligible for a reasonable meal allowance upon submission of detailed receipts.
- 4) Where possible, all meals must be purchased on the Company credit card.



R. Cadieux
Manager, Labour Relations



D. Valente
UNIFOR National Rep

LETTER OF UNDERSTANDING #18

February 10, 2012

Letter of Understanding
Between
Unifor (South)
(hereinafter the "Union")
- And -
Enbridge Gas Inc.
(hereinafter the "Company")

The following applies to newly hired individuals into a Welder-Fitter position after the date hereof.

Under Appendix "A" (Gas Supply (ie. STO) and Maintenance) of the Unifor South Collective Agreement and subject to any increases negotiated for 2012 and beyond, individuals who are hired as a Welder-Fitter will start at Grade W4 (currently \$25.81) and must successfully complete tests prior to progressing to the next higher Grade No. W3, (currently \$26.83), then Grade No. W2 (currently \$29.32) and ultimately to the highest

Grade No. W1 (currently \$32.97). Normally, there will be a maximum of six (6) months between date of hire at Grade No. W4 and progression Grade No. W3 assuming the successful completion of the required test(s), and similarly a maximum of six (6) months between Grade No. W3 and Grade No. W2, and finally a maximum of six (6) months between Grade No. W2 and Grade No. W1, again assuming successful completion of the relevant tests.

The foregoing supersedes the Gas Supply Welder Classification and Progression under the current Collective Agreement Appendix "A", and likewise the Maintenance and Construction Department Classification in the current Collective Appendix "A", for those newly hired into a Welder-Fitter position after the date hereof. Existing Unifor South employees that transfer into the Welder-Fitter position will be maintained at their current rate of pay (not to exceed the W1 rate).

LETTER OF UNDERSTANDING #18 (Cont'd)

- 2 -

Upon entry into a Welder-Fitter Classification, an employee may receive credit for their prior internal and external welding experience, training and qualifications and be placed at a higher Grade No. than Grade No. W4, if the employee successfully completes the tests that would normally be required for the higher Grade placement.

For those who transfer, or are hired into a Welder-Fitter Classification after the date hereof, and who fail a welding test, they shall have one further opportunity to pass that test within thirty (30) calendar days, and if they still fail, they shall be deemed terminated if they were a new hire to Enbridge Gas Inc. or had transferred from a non-Unifor role. If they had bid or transferred from another Unifor position, they may exercise seniority if applicable, to bump back into their most current position prior to the Welder-Fitter position.

An employee moves to the next higher rate at the commencement of the second pay period after passing the applicable tests.

Dated at London on February 10, 2012.

Jim Galvin

Chairperson, Gas Workers Council

Wes Armstrong

Dir. Distribution Operations

LETTER OF UNDERSTANDING #19

September, 2012

**LETTER OF UNDERSTANDING
FOR ENBRIDGE GAS INC. (“The Company”)
AND
UNIFOR LOCAL 5, 56, 758, 914, 938, 999, 8833 (“The Union”)**

1. A scheduled vacation day with pay, a scheduled flex day, or a scheduled lieu day shall be rescheduled with pay and the employee shall be paid sick pay benefits pursuant to Article 14 of the collective agreement subject to the following:
 - (a) The employee is ill on the vacation day(s) or the flex day;
 - (b) The employee would otherwise be entitled to sick benefits under Article 15 of the collective agreement if the vacation days, the flex day, or a scheduled lieu day had been treated as work days;
 - (c) The period of illness is three (3) or more consecutive working days and includes each vacation day, the flex day, or the lieu day to be rescheduled;
 - (d) The employee provides satisfactory proof of illness for the period of illness claimed pursuant to 1(c) above;
 - (e) The employee attended a medical doctors office to be seen by the family physician or a physician in the Family Health Team, Nurse Practitioner or hospital emergency department the day of the commencement of the sickness or prior to the commencement of the schedule vacation, flex day, or the lieu day;
 - (f) The STD Group Claim Form was completed by a Qualified Health Practitioner which supports the disability and the claim is approved;
 - (g) The employee directly contacted his/her manager within one (1) working day of the initial visit to the Qualified Health Practitioner; and
 - (h) The flex day is rescheduled in the calendar year earned and local management may reasonably reschedule based on operational requirements. There is no carryover of flex days, in respect to sick leave.
 - (i) An employee’s vacation entitlement is determined by service. The employee’s service is not interrupted by a period of STD. In other words, the employee is treated as an active employee during all periods on STD for vacation entitlement purposes.

- (j) In the event that an employee moves from STD to LTD after the date hereof, the period on LTD is considered as inactive and the employee's vacation entitlement in any calendar year in which the employee is not at work and on LTD is nil unless the employee was on STD during any part of the calendar year.
 - (k) After the date hereof, when an employee returns to active employment from LTD and has successfully completed any applicable work hardening program, they shall receive their full vacation entitlement for that calendar year.
2. Scheduled time off (banked time), will be returned to the employee's time bank and the employee shall be paid sick pay benefits pursuant to Article 15 of the collective agreement subject to the following:
- (a) The employee is ill during the scheduled time off;
 - (b) The employee would otherwise be entitled to sick pay benefits under Article 14 of the collective agreement if the time off had been treated as time scheduled to work;
 - (c) The period of illness is three (3) or more consecutive days and includes the scheduled time off to be returned to the employee's time bank;
 - (d) The employee provides satisfactory proof of illness for the period of illness claimed pursuant to 2(c) above;
 - (e) The employee attended a medical doctor's office to be seen by the family physician or a physician in the Family Health Team, Nurse Practitioner or hospital emergency department the day of the commencement of the sickness or prior to the commencement of the scheduled time off;
 - (f) The STD Group Claim Form was completed by a Qualified Health Practitioner which supports the disability and the claim is approved;
 - (g) The employee directly contacted his/her manager within one (1) working day of the initial visit to the Qualified Health Practitioner; and
3. In the event that a recognized holiday falls during a period of absence from work for which an employee is receiving indemnity under the Sickness and Accident Insurance Plan the following shall apply:
- (a) The employee shall be paid the greater of sick pay or the holiday allowance set out in the collective agreement provided the employee otherwise satisfies the qualifications for the payment of the allowance;
 - (b) An employee paid the holiday allowance pursuant to (a) above shall not be paid insured sick pay for the recognized holiday;

(c) If the employee does not otherwise satisfy the qualifications for payment of the holiday allowance, and accordingly, is not entitled to the allowance pursuant to (a) above, the employee shall be paid insured sick pay for the holiday.

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


LETTER OF UNDERSTANDING #20

December 11th, 2014

RE: Tipperary Standby Agreement

As part of discussions between the company and the union on December 11th, 2014, an agreed resolution was formed regarding Tipperary Standby. The following will form the basis of the settlement:

- a. Primary and Backup will be scheduled
- b. Where operational requirements as determined by management deem a 3rd person necessary for Standby, management will ensure that two of the three are qualified to respond to any remote station.
- c. The order of callouts shall be in the following order: Primary Standby, Backup/Secondary Standby, 3rd Standby person, unless operations and/or qualifications demands otherwise.
- d. If a 3rd person is necessary to be on standby, selection will be based on those with low overtime, provided that condition b) above is satisfied.
- e. Management will make every reasonable effort to train all Plant Mechanics in all operational aspects of Tipperary.
- f. Those on Standby wanting to change their assigned standby shall follow a 'mutual standby change' process. Requests must be approved by Management by the Wednesday prior to starting Standby. On an exception basis only, if changes need to occur due to a last minute personal/emergency situation occurring (e.g. one day coverage on Monday due to sickness), then notification to Management must occur as soon as feasible.



R. Cadieux
Manager, Labour Relations

LETTER OF UNDERSTANDING #21

December 11th, 2014

RE: Shift Change Agreement – Storage and Transmission Project Work

During discussions on December 11th, 2014, the group discussed issues on emergency and non-emergency situations.

The group has agreed that specific to the following situations where employees who normally work days would have to assume temporary shift work,

- Plant outages
- Compressor station maintenance projects
- Transmission integrity work

And any pressing work which will be put forward to discussion and agreement by the group,

Employees who normally work days will be moved to shift work given the following conditions:

- 1) Rest time to be respected as per the collective agreement (Clause 12.14)
- 2) Shift premiums identified in 12.07 do not apply.
- 3) The following illustrates an example of how this proposal will work in a scenario with and without 48 hour's notice:

Hours	Temporary Schedule Change Scenario <48hrs notice	Temporary Schedule Change Scenario >48hrs notice
Monday 8am-4:30pm 7pm-7am	3 hrs @ 1x 5 hrs @ 1x 12 hrs @ 2x	No 8am-4:30pm shift 7 pm – 7 am 12 hrs @ 2x
Tuesday 7pm-7:30am	12 hrs @ 2x	Same as above
Wednesday 7pm-7:30am	12 hrs @ 2x	Same as above
Thursday No Hours worked	5 hrs @ 1x rest pay 3 hrs @ 1x misc pay (at discretion of manager)	5hrs @1x rest pay 3hrs@1x misc pay (at discretion of manager)
Friday 8am-4:30pm	8 hrs @ 1x	8hrs @ 1x
TOTAL HRS PAID	96 hrs	88 hrs
ACTUAL HRS WORKED	47 hrs	44 hrs

LETTER OF UNDERSTANDING #22

Re: Travel Time for Training and Meetings With Respect to Enbridge Gas Inc. and Unifor South and North Collective Agreements

Effective April 17, 2014

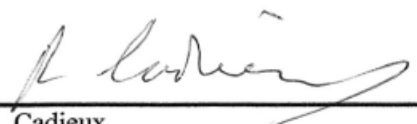
April 17, 2014

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

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

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

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



R. Cadieux
Manager, Labour Relations

LETTER OF UNDERSTANDING #23

Re: Leave of Absence to Work for Unifor National With Respect to Enbridge Gas Inc. and Unifor South

Effective April 17, 2014

April 17, 2014

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

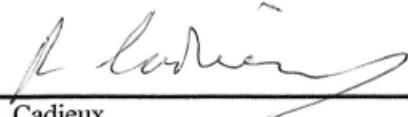
- The leave will be related to a Unifor assignment;
- The employee will be maintained on their current payroll and benefits that are applicable;
- The benefits and pension during the leave period will be governed by the plan document;
- The leave will not exceed 6 months in duration and;
- The union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

LETTER OF UNDERSTANDING #24

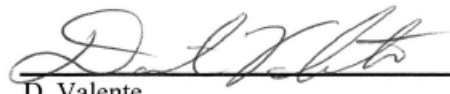
March 7, 2018

RE: Welders (STO & Back Up)

- a) Welder - The Company and the Union agree that a lump sum payment of one thousand dollars (\$1,000.00) will be provided to STO Welders and designated back-up STO Welders once annually upon successful completion of the required STO welder testing. The above applies to the term of this Agreement.



R. Cadieux
Manager, Labour Relations



D. Valente
UNIFOR National Rep

LETTER OF UNDERSTANDING #26

March 8, 2018

RE: Plant Operator and System Operator posting

STO Collective Agreement

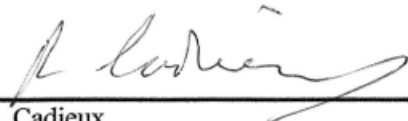
Based on our agreement, the two plant operator and one system operator postings being posted November 2nd, 2016 will be posted with specific swing shifts.

Plant operator: During the months of November-March, plus or minus a few weeks, the swing shift will consist of a normal Standard Shift Cycle (12.03 (c) iii) (3D, 3OFF, 3ON, 3OFF, etc.). For the remainder of the year, these positions will consist of 12D M-F consecutive shifts which will ensure the 240 hours in a 6 week cycle is met.

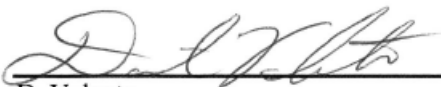
System Operator: This will consist of a year round M-F 12 D consecutive shift relief position which will ensure the 240 hours in a 6 week cycle is met.

Once an employee posts to one of the above roles, the specific role may only be filled again once it becomes vacant, as management determines the need.

This agreement is without precedent and prejudice. It will be reviewed from time to time between Union and Management for continued validity.



R. Cadieux
Manager, Labour Relations

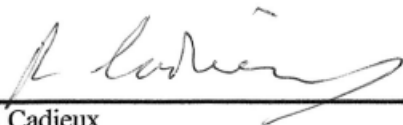


D. Valente
UNIFOR National Rep


RE: LETTER OF UNDERSTANDING #26

April 11, 2018

The Company recognizes the Union's right to operate its affairs and delegate representatives to act on its behalf. The Union recognizes the Company's right to engage bargaining unit employees in Company initiatives. The Company will notify the Local 999 STO Executive member of these initiatives.



R. Cadieux
Manager, Labour Relations



D. Valente
UNIFOR National Rep

RE: LETTER OF UNDERSTANDING #27

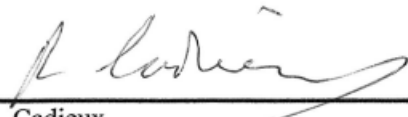
April 4, 2019

RE: Pension & Benefits Harmonization Plan


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

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

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



R. Cadieux
Manager, Labour Relations



D. Valente
UNIFOR National Rep

LOU #27 Cont'

STO Additional Voluntary Contributions (AVC) Summary

Additional Voluntary Contributions

Current DB Buy Up Members Only

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

LETTER OF UNDERSTANDING #28

RE: Severance

February 4, 2019

1. Severance

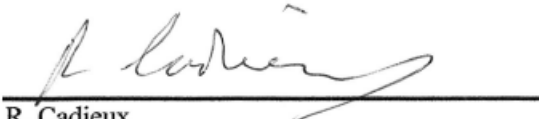
It is understood and agreed that an employee in a job identified as redundant, and where no redeployment option is available will be eligible for severance pay of two (2) weeks based on regular pay per year of completed continuous service to a maximum of fifty-two (52) weeks and a minimum of six (6)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

2. Voluntary Severance


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

3. Terms & Conditions

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



R. Cadieux
Manager, Labour Relations



D. Valente
UNIFOR National Rep

LETTER OF UNDERSTANDING #29

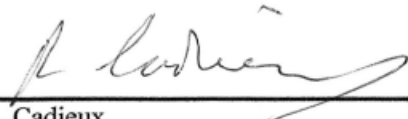
February 4, 2019

RE: Unifor Social Justice Fund


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

Unifor Social Justice Fund
205 Placer Court
Toronto, ON M2H 3H9

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



R. Cadieux
Manager, Labour Relations



D. Valente
UNIFOR National Rep

LETTER OF UNDERSTANDING #30

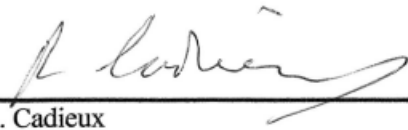
April 11, 2018

RE: Article 7.09 Grievance Procedure


The parties agree that article 7.09 will be in effect on a trial basis until December 31, 2019. At that time the Company may make a decision to revert to the language as follows:

7.09 Failure by the Company to reply to grievances within the time limits provided in this agreement, or any agreed upon extension, will result in the grievance being processed to the next Step within the grievance procedure.

The Company will notify the union, in writing, if a decision is made to revert to the above language.



R. Cadieux
Manager, Labour Relations



D. Valente
UNIFOR National Rep