

**ARTICLE 1
RECOGNITION**

1.01 Enercare Inc. here in after referred to as the Company recognizes Unifor Local 975, here in after referred to as the Union as the sole bargaining agent for: field technicians performing work on metering equipment, warehouse employees and field scheduling and coordination employees working in and out of the City of Toronto, save and except for Supervisors, persons above the rank of Supervisor, Meter Data management personnel, Project /Program Managers, Analysts and persons covered by a subsisting collective agreement.

**ARTICLE 2
HEALTH & SAFETY**

2.01 First Aid kits shall be supplied by the employer in all vehicles and company offices. All safety equipment shall be properly maintained by the employee.

2.02 Regular health and safety meetings will take place and the minutes of the meetings will be provided to the Union.

2.03 Company/Union Joint Health and Safety meetings will occur every ninety (90) days.

2.04 The Union safety representatives may request meetings with Company safety representatives and, sufficient notice having been given; such meetings shall be held as soon as possible thereafter, either party or both parties may make recommendations to their principals, and pass on information resulting from these meetings.

2.05 The Company and the Union recognize the importance of a strong commitment to the health and safety of its workforce and therefore agree and commit to the following:

- (a) Compliance with a standard that, as a minimum, meets all applicable laws and regulations as of April, 1998 and reflect applicable industry standards.
- (b) That the Company will provide and maintain a safe and healthy work environment, safe equipment and will follow operating practices that will safeguard all employees and the public.
- (c) The elimination of the source of dangers to the health, safety and physical well-being of its employees is of paramount importance.
- (d) That procedures are in place to ensure the efficient delivery of, and accessibility to, health and safety training.
- (e) That the Company and the Union will work together to ensure all employees are aware of their rights and obligations with respect to these commitments.
- (f) That unacceptable performance of health and safety responsibilities will not be tolerated.
- (g) Development and communication of a Safety Management System.

**ARTICLE 2
HEALTH & SAFETY (Continued)**

- 2.06 The Company and the Union also recognize the importance of Joint Health and Safety Committees comprised of knowledgeable employees, to achieve these commitments and agree to ensure that the committees have the necessary support to fulfill their role.
- 2.07 A list of joint health and safety committee members and their respective certifications shall be supplied to the Union and updated as necessary.

**ARTICLE 3
RESERVATIONS TO MANAGEMENT**

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

**ARTICLE 4
STRIKES OR LOCKOUTS**

- 4.01 The Union and the Company recognize their respective responsibilities to the customer constantly being served by the Company and therefore pledge that there shall not be any resort to lockouts, strikes or any other collective action, whether formal or informal, which will interfere in any way with the operations of the Company during the term of this Agreement.

**ARTICLE 5
CHECK-OFF OF UNION DUES**

- 5.01 The Company agrees that a check-off of the Union dues shall be made on a weekly basis from the salary of all Union members and that dues will commence from the first week of employment for all new employees.
- 5.02 The Union dues shall be 2% of an employee's base wages. Such amounts shall be subject to change at the request of the Union once each three (3) month period during the life of this Agreement. Such deductions will be remitted to the Secretary-Treasurer of the Union within one (1) week of the deduction and shall be accompanied by a list of the employees from whom the deductions have been made and their addresses will be forwarded to the treasurer of the Union. Such deductions will be remitted into the Unions account.

- 5.03 Upon not less than thirty (30) days' notice from the Secretary-Treasurer of the Union, the Company shall check off a special assessment of one or more weeks' duration from the salary of all Union members, no more than once in each three (3) month period during the term of this Agreement, provided that a copy of the minutes relating assessment, certified by the Secretary of the Union, is forwarded with the requests. Such deductions will be remitted into the Union's account within one (1) week of the deduction.

ARTICLE 6 UNION SECURITY

- 6.01 Employees covered by the terms of this agreement who enter the Company's service shall, as a condition of continued employment, become members of the Union and remain members in good standing in accordance with the constitution and by-laws of the Union for the duration of this agreement.
- 6.02 An employee elected or appointed to a full-time office in the Union which requires a continuous and extended absence from regular work, shall upon written application therefore, be granted such leave of absence without pay, and without loss of seniority for such time as the office is held, to a maximum leave of two (2) years, after which further leave may be granted at the discretion of the Company. It is the condition of reinstatement to their former position that the employee apply therefore within thirty (30) calendar days after the expiration of this term of office with the Union, and that they are competent to perform the work.
- 6.03 Members of the Union when delegated or elected to transact bona fide business pertaining to the Local Union, shall upon written application therefore made at least forty-eight (48) hours prior, be granted time off with pay and the Union will reimburse the Company.
- 6.04 With respect to business pertaining to the [Unifor] the Union leaves will be granted to a maximum of two (2) Union delegates at a time, provided fourteen (14) days' notice given. If Union membership increases to thirty (30) members, leave will be granted to an additional member. In the event that leaves of absence granted under this clause unduly interfere with the operation of a department, the Company and the Union shall discuss possible alternate arrangements; however, failing to agree on alternate arrangements, said leaves of absence shall not be withheld. If a substitute is agreed upon as an alternate arrangement, the substitute shall receive the same pay as the absent employee would have received. The union commits not to interfere with operations.
- 6.05 The Company agrees that no employee shall suffer loss of normal salary while attending Company - Union meetings.
- 6.06 The Company and the Union agree that there will be no discrimination against employees due to union involvement.
- 6.07 The Company recognizes the Union will elect a unit chair and stewards to represent the members of Local 975 Enercare Connections sub-metering. The unit chair and stewards will be required to continue working in their regular Enercare role and manage bona fide union business on behalf of the members during approved time provided by the company. The unit chair and stewards shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a unit chair. Leave for this purpose shall be with

pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the unit chair shall notify their supervisor.

- 6.08 The Company shall recognize stewards, appointed or elected by the Union. The Union shall provide an up-to-date list.
- 6.09 The Company to provide the Union with a bulletin board to be installed at the warehouse and used solely for Union business. The Local Unit Chair will sign off to ensure there is no false information or derogatory postings.
- 6.10 The Company recognizes the Union's right to operate its affairs and delegate representatives to act on its behalf.
- 6.11 Employees shall have the right to have a steward present at any meetings with management that could result in discipline or discharge. When management requires a formal interview with an employee in order to establish the facts of any given case, which may result in discipline, the employee concerned will have the right to request a union steward, in accordance with Article 6.10 of the collective agreement.

ARTICLE 7 NEGOTIATING COMMITTEE

- 7.01 The Company agrees that a Negotiating Committee not to exceed three (2) in number with one (1) alternate selected by the Union, shall be recognized as the authorized representatives of the employees on any proposed renewal or revision of this Agreement. This committee may be augmented by representatives of Unifor the Union.

ARTICLE 8 DURATION OF AGREEMENT

- 8.01 The agreement shall become effective on April 1, 2019 and shall remain in effect until March 31, 2021 and thereafter shall continue in effect until one (1) party hereto notifies the other party within sixty (60) days of the anniversary date of this agreement or any extension thereof that such party elects to modify or amend this agreement.
- 8.02 Should this agreement be allowed to continue in effect automatically after any or all of its provisions may be terminated at any time thereafter on two (2) month notice by either party thereto, negotiations commencing no sooner than ten (10) days and no later than thirty (30) days from the date of such notice.
- 8.03 All appendices to this agreement shall form part of this agreement.

ARTICLE 9 NEW EMPLOYEES

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

Company and the Union. The Company will notify the Union in writing of any termination of a probationary employee.

9.02 New Employee Orientation

The Employer agrees that the Local Chief Steward or designate shall be given the opportunity to meet new employee(s) prior to the completion of 12 weeks employment. Such a meeting will be held at the new employee's normal work location, and shall not exceed one hour. The Manager will make arrangements for such a meeting at a time mutually agreed upon. The Union Representative shall not be deducted any pay for time so spent. The Company agrees to notify the Local Unit Chair of any new bargaining unit employee(s) hired the previous month.

9.03 The Company will provide a copy of the collective agreement to a new employee at commencement of employment.

**ARTICLE 10
SENIORITY**

10.01 The purpose of rules respecting seniority is to give employees an equitable measure of security based on length of service with the Company.

10.02 Upon completion of the probationary period, seniority shall become effective for new employees from the date of entry into the service of the Company.

10.03 For full time exempt, temporary and part time exempt employees entering the bargaining unit, seniority with respect to job postings and layoff will be calculated from the date of entry into the Bargaining unit unless otherwise negotiated.

10.04 Seniority shall not be broken by leave of absence in writing granted by an official of the Company or by illness attested to by a physician's certificate.

10.05 Seniority shall be lost for any of the following reasons:

- a) The employee voluntarily leaves the employ of the Company;
- b) If the employee is discharged and is not reinstated pursuant to the provisions of the grievance procedure;
- c) In the event of a lay-off for a period of twenty-four (24) consecutive months;
- d) If an employee voluntarily leaves Local 975 for a period of twenty-four (24) consecutive months
- e) Is absent from work for a period of five (5) working days without satisfactory notification to the Company. This shall be deemed a voluntary resignation. Circumstances beyond the control of the employee will be taken into consideration. The Union will be notified after two (2) days of no report.

10.06 Officers and Shop Stewards of the Union, during their terms of Office in the Union, shall head the seniority list. This clause will not apply when considering seniority for promotion or vacation.

10.07 A seniority list shall be posted showing Company service and identifying

seniority on a union dedicated bulletin board in the warehouse and a copy sent to the Union. This list shall be revised every six (6) months.

- 10.08 To the extent by operation of law or otherwise an acquisition by the Company, results in employees being subject to this Agreement, the acquisition date will be their union seniority date. They will be placed in order of their years of service with their former company on the seniority list to create a list with respect to job postings and layoff.

**ARTICLE 11
JOB POSTINGS & MOVEMENT OF STAFF**

- 11.01 When a vacancy in a permanent job occurs and the Company determines such vacancy is to be filled, it will be posted for a period of seven (7) days. A copy of this posting will be supplied to the secretary of the Union.

- 11.02 When a permanent vacancy exists in the service classification and the Company determines such vacancy is to be filled, a job posting will be filled as follows:

- 1) When there is a requirement to post for an Installation Meter Technician, Operations Meter Technician, Operations Service Technician, Meter Assembly Technician (warehouse), Logistic Coordinator (warehouse), Installation Coordinator and Document Control Officer and Co-op Operations Support Coordinator.
 - A) Post the Job Vacancy Company wide. Where qualifications are equal, the applicant with the most seniority shall be awarded the position.
 - B) If no appropriate candidate is found, then the Company will hire externally.
- 2) When there is a requirement to post:
 - A) Post the Job Vacancy Company wide. Where qualifications are equal, the applicant with the most seniority shall be awarded the position, the Union and Company agree that there will be one (1) seniority list for both Clerical and Operations unless otherwise agreed to by the parties.
 - B) Any unsuccessful applicant, whose seniority is greater than the successful applicant, has the right to apply for an opportunity to demonstrate their ability, provided the application is made within seven (7) calendar days following written notice that the applicant was not accepted. Such a period of demonstration will be no more than fifteen (15) working days. Any decision made for filling of such vacancies inconsistent with this article would be subject of a grievance and processed under the grievance procedure. Any unsuccessful applicant shall, upon request, have a meeting to provide constructive, verbal feedback, explaining the reasons they were not accepted.
 - C) The Company will determine whether the unsuccessful applicant has demonstrated superior ability, provided that such determination is neither discriminatory nor in bad faith or in violation of the Ontario Human Rights Code.
 - D) If no appropriate candidate is found, then the Company will hire externally.

- 11.03 A Temporary position shall be defined as one which shall not extend beyond a total period of sixty (60) contiguous calendar days, save and except for the following:
- a) Temporary employees hired for a maximum of eighteen (18) months for maternity/parental leave coverage.
 - b) It is the intent of the Company to hire temporary employees for illness, accident; or as otherwise agreed to by the parties.
 - c) A temporary employee hired on contract to fill a temporary position shall be laid off in accordance with the conditions stated above.
 - d) Where work volumes exceed normal course levels, the Company can hire temporary employees for periods up to four (4) months at a time. Provided, however, that except as provided for in (a) to (d) above, any employee that works in the aggregate of 6 (six) months in a calendar year will be hired full time.
- 11.04 A vacancy in a permanent position may be filled for a period of thirty (30) working days. An employee filling such a vacancy so transferred will receive their current rate of pay or the temporarily assigned rate of pay, whichever is higher.
- 11.05 Copies of all postings covered by this agreement and notices of the award shall be posted on the local bulletin board and copies sent to the Local Unit Chair.
- 11.06 In the event that a successful applicant proves unsuitable on a posted job, the Company will attempt to relocate the employee to a suitable position.
- 11.07 Within ten (10) working days of such original posting being filled, the Company will re-post the notice indicating thereon the successful applicant for the position and the Union will be advised of all applicants.
- 11.08 Time periods may be extended by mutual agreement.
- 11.09 It is understood and agreed that the Company will provide the Union with a quarterly workforce report which will include, in respect of positions covered by this agreement, any new positions, positions that were vacated and filled, as well as those positions which were vacated and not filled. The workforce report will be reviewed quarterly with the Union/Management committee.
- 11.10 When a new classification (which is covered by the terms of this agreement) is established by the Company, the Company shall determine the rate of pay for such new classification and notify the Union of the same within seven (7) days. If the Union challenges the rate, it shall have the right to request a meeting with the Company to endeavor to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Company of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Company. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit and industry having regard to the requirements of such classification.

**ARTICLE 11
JOB POSTINGS & MOVEMENT OF STAFF (Continued)**

When the Company makes a substantial change during the term of the Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Company agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit and industry having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Company.

**ARTICLE 12
TEMPORARY EMPLOYEES**

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

**ARTICLE 13
LAYOFF/RECALL**

- 13.01 In the event of a lay-off, the Company will have the right to select an employee for lay-off based on skill, ability and/or qualifications, but where these factors are equal the principal of seniority shall apply.

It is understood that if members in the same classification are to be laid off or recalled, it is based on seniority.

- 13.02 In the event of a lay-off, the Company and the Union will endeavor to place displaced employees in other jobs. The Company shall give the employees who are subject to lay-off and the Union sixty (60) days' notice.

- 13.03 Employees in the job shall be given lay-off notice. An employee with seniority who is laid off can displace an employee with less seniority provided the employee is qualified to perform the job.

- 13.04 Notice of recall to work shall be directed by registered mail to the employee's last known address, unless he/she has received prior notice by telephone, which will be confirmed by registered mail. It shall be the employee's responsibility to keep the Company informed of his/her address.

- 13.05 The recalled employee must notify the Company of his/her intention to return to work within five (5) days of the date of recall notice, and must return to work

within ten (10) working days of date of recall notice or make alternate arrangements satisfactory to the Company.

13.06 An employee who refuses recall to a job will not lose seniority, but will lose future claim to the job which he/she has refused to accept.

Prior to re-employment, employees who have bumped into other positions shall be given the first opportunity to return to their previous position when a vacancy occurs, based on the principals set out in article 13.01 above.

**ARTICLE 14
BENEFITS**

14.01 Maintain benefits currently applicable to members as follows:

- Medical/Dental
- STD/LTD
- Para-medicals
- Insurance
- Five (5) paid sick days

Short-term disability insurance

Short-term disability insurance replaces your regular income if you are unable to work due to illness or injury for up to 120 calendar days and is paid through your regular Enercare payroll. The benefit you receive is based on your years of service:

Years of service	Fewer than 3	3 or more but fewer than 8	8 or more
Coverage	100% of earnings for first 10 business days; 75% of earnings thereafter	100% of earnings for first 10 business days; 85% of earnings thereafter	100% of earnings for full 120 days

14.02 **Pension Plan**
The terms of the Pension Plan form part of this Agreement. All employees must enroll in the Pension Plan in accordance with its terms and conditions.

**ARTICLE 15
TEAM REWARD**

15.01 Employee's will be entitled to a five (5) percent yearly bonus to be paid out during the last pay in March of each year of the term of the agreement, which will be interpolated as per the following categories:

- 60% Departmental;
- 30% Business Unit (AIP measure); and
- 10% Corporate (AIP measure).

**ARTICLE 16
VACATION**

16.01 Employees with less than (5) years' service will receive (3) weeks' vacation.

- 16.02 Employees who shall have completed five (5) years or more of service prior to December 31 of the year in which it is to be taken shall receive four (4) weeks' vacation with pay.
- 16.03 Employees who have completed fourteen (14) years or more service to December 31 of the year in which the vacation is to be taken shall receive five (5) weeks' vacation with pay.
- 16.04 Employees who have completed thirty (30) years or more service prior to December 31 in the year in which the vacation is to be taken shall receive six (6) weeks' vacation with pay.
- 16.06 All deductions normally made from an employee's regular pay shall be deducted from the employee's vacation pay.
- 16.07 The holiday schedule shall be arranged by groups, with proper regards for seniority, provided that customer expectations and obligations are fulfilled and continuous and efficient operation of the department can be maintained.

Accrued vacation paid out at 100%.

ARTICLE 17 PUBLIC HOLIDAYS

- 17.01 With respect to the following holidays:

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

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

- 17.02 For time worked on a holiday recognized in this agreement, an employee entitled to holiday pay shall receive double time for all hours worked, plus one days' holiday pay or a day in lieu thereof as determined by mutual agreement with their manager. Lieu days to be taken with one (1) year of the actual holiday. If not taken within one (1) year, the Company will designate a lieu day.
- 17.03 Employees "called out" to work on a holiday recognized in this agreement will be paid a minimum of four (4) hours at double time for the first such "call out" on a holiday. Subsequent "call outs" on a holiday will be paid at double time for all hours worked.
- 17.04 When any of the above listed holidays falls within an employee's vacation period or scheduled day off, such employee shall be granted an alternate day off with pay, within twelve (12) months, at a time mutually agreed upon between the

employee and the supervisor.

- 17.05 Where practical, stat holidays will constitute office closures for the unionized employees.

**ARTICLE 18
PERSONAL AND LIEU DAYS**

- 18.01 The company will recognize three (3) personal days. Such leave may be granted based on operational needs of the Company.
- 18.02 For time worked on a holiday recognized in this agreement, an employee entitled to holiday pay shall receive double time for all hours worked, plus one days' holiday pay or a day in lieu thereof as determined by mutual agreement with their manager. Lieu days to be taken within one (1) year of the actual holiday. If not taken within one (1) year, the Company will designate a lieu day.

**ARTICLE 19
LEAVE OF ABSENCE**

- 19.01 The Company may, at its discretion, grant a leave of absence with pay, to an employee for personal reasons.
- 19.02 Work and other operating conditions permitting, leave of absences not otherwise provided for will be given consideration. Such leave of absences are to be without pay and will be deemed temporary leaves of absence up to twelve (12) months.
- 19.03 An employee when called for jury duty or subpoenaed as a witness shall be paid full salary.
- 19.04 The Company will grant leave of absence with pay to ex-service persons who wish to attend Remembrance Day services or may be participating in Remembrance Day ceremonies.
- 19.05 An Employee shall be granted a day off with pay in order to attend their Canadian citizenship proceeding.
- 19.08 The Company will recognize Canadian Military Leave in accordance with the Enercare Inc. Policy.

**ARTICLE 20
BEREAVEMENT LEAVE**

- 20.01 An employee shall be allowed five (5) days with pay, if scheduled to work, in the event of death in the immediate family, i.e. brother, sister, spouse, parents, parent-in-law, child, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, or grandchild or other relative living in the home of the employee.
- 20.02 In the event of the death of any other relatives, an employee is entitled to and shall be granted a paid bereavement leave of one (1) working day.

- 20.03 At the Company's discretion, an employee shall be allowed one (1) day with pay where the deceased is not an immediate member of the family, but the relationship is close enough and the attending circumstances such as to justify payment.

ARTICLE 21 GENERAL CLAUSES

21.01 Tools

The Company and Union agree that proper maintenance, safe use, care and safekeeping of tools is primarily the responsibility of the employee using those tools.

The Company will supply all tools and equipment as required to perform the work.

All new employees will be supplied with all tools required to perform the work.

Replacement of lost or stolen tools will be at the discretion of the Company.

- 21.02 The Company agrees to provide each employee with five (5) pants, (5) five shirts and one (1) winter jacket. Clothing destroyed or damaged by other than normal use in the course of employment shall be replaced or repaired by the Company, provided such clothing to be replaced is provided to the Company. For those who have Company issued clothing, a cleaning allowance of \$2.00 will be given on each weekly pay cheque.

- 21.04 Supervisors shall not perform work normally performed by employees in the bargaining unit unless it is for either of the following reasons.

- (i) When instructing, assisting or training employees.
- (ii) When an emergency occurs and it is necessary for the supervisor to act for the safety of personnel, safety of equipment, and the continuation or prompt restoration of operation.
- (iii) Equipment delivery to site.
- (iv) An unplanned absence of an employee, provided, however, for greater certainty, it is understood a supervisor can perform Union work up to two (2) business days from the date the unplanned absence commenced and redeployment of resources has been considered.

The company agrees, where an unplanned absence occurs, the immediate supervisor may assign the work to unallocated union resources, reschedule less priority projects to a later date and the worker assigned the priority work, or undertake the work if the aforementioned are not possible.

- 21.05 Non-consecutive fifteen-minute break period(s) shall be allowed to all employees on each shift.

- 21.06 All licenses or certifications required to perform their normal duties shall be

reimbursed by the Company.

21.07 Where safety footwear is required by the Company an annual safety footwear allowance of \$175 will be provided by the Company. Where subsequent pairs of safety footwear are requested as a result of excessive wear and tear within the same allowance year, the Company will approve additional footwear, provided such footwear to be replaced is provided to the Company. The Company will allow extra allowance to cover special circumstances as proven by medical documentation, as per Enercare Home Services practice.

21.08 The contract will be:

- (a) proof read and printed within forty-five (45) days of Ratification,
- (b) printed on a 9.5cm by 16.5 cm format with a minimum font size of ten (10), and be contained in one book.

ARTICLE 22 HOURS OF WORK:

22.01 For those employees in the classification of Installation Meter Technician, Operations Meter Technician, Operations Service Technician, Meter Assembly Technician (warehouse), Logistics Coordinator (warehouse), Installations Coordinator and Co-op Operations Support Coordinator.

The core hours of operation shall be 7 am to 5 pm.
The hours of work shall be 37.5 hours per week, 7.5 hours per day, 5 consecutive days per week from Monday to Friday.

22.02 Hours of work:

on new construction jobs are 7am to 3pm; and

on retro-fit jobs are 7:45am to 3:45pm.

If driving from the office to job site, travel time from the office to site is paid time.

Vehicles will be provided by the company, and parked at the office and paid port to port.

While the company does not agree to flexible hours, notwithstanding the company may consider a flexible arrangement on a case by case basis as a result of extenuating circumstances on a particular day.

22.03 Where a technician travels and stays overnight, a per diem of \$75.00 will be paid per night.

ARTICLE 23 OVERTIME

23.01 All employees whose basic work week is **thirty-seven and 1 half (37.5)** hours shall be paid overtime in excess of the regularly assigned hours in any one (1) day or one week on the basis of the regular rate of pay (straight time)

calculated on an hourly basis up to a maximum of 44 hours per week and a rate of time and one-half pay thereafter.

- 23.02 All employees whose basic work week is **thirty seven and 1 half (37.5)** hours or more shall be paid overtime in excess of the regularly assigned hours in any one day or one week at the rate of **time and one-half** calculated on an hourly basis **after forty-four (44) hours.**
- 23.03 Employees who are required to work three (3) or more consecutive hours of overtime will be paid \$15.00 for a meal.
- 23.04 Any employee called out after the regular scheduled day will be guaranteed a minimum of three (3) hours at the applicable rate.
- 23.05 Overtime work shall be evenly distributed among those normally performing the same kind of work as far as possible. Overtime work will be done on a voluntary basis as far as possible to the extent practical with a view to the efficient and proper function of the department and customer needs.
- 23.07 Employees "called out" to work will be paid an allowance for travelling time from leaving home to arriving on the job at the overtime rate of double time.
- 23.08 Employees may bank their overtime for future time off rather than receive monetary compensation according to the following guidelines: These are guidelines that may be amended with mutual agreement.
- a) Overtime banks will be calculated to the equivalent time earned for time off. An employee's overtime bank will not exceed the equivalent of 13 days based on job classification per 12 month period from September 1 to August 31.
 - b) Employees can request a maximum of one working day off or a minimum of half a day.
 - c) Time off arrangements are by mutual agreement between the employee and the supervisor.
 - d) Payout of banked overtime will occur when an employee changes jobs, is terminated or up to September 1 of each calendar year (to be paid no later than the second pay period after September 1).

ARTICLE 24 DISCIPLINARY ACTION

- 24.01 An employee will not be disciplined in a manner involving a suspension or dismissal without a formal review hearing, which will be conducted by a General Manager or their equivalent or above, at which time the employee shall be entitled to the assistance of up to two (2) union representatives and one (1) National Representative and/or Unit Chair, who shall be allowed to offer such arguments as they desire in defense of such employee. Union representatives will be given as much notice as possible under the

circumstances. It is understood and agreed that disciplinary notations or disciplinary memos may be grieved as a normal grievance pursuant to Article 25.

- 24.02 In the case where an employee is dismissed or suspended for cause, the Company shall, within two (2) working days notify the Union in writing, giving the reasons for such actions, their extent and intended duration.
- 24.03 An employee with seniority claiming unjust discharge or suspension may submit a grievance within seven (7) calendar days of the imposition of the discipline. Such grievance shall commence at step 2 of the grievance procedure.
- 24.04 The Company and the Union by mutual agreement may waive the time limits provided in the above section.
- 24.05 If a reprimand or notation is placed on an employee's record the employee shall receive a copy of the reprimand or notation and the Union will be promptly notified.
- 24.06 A notation placed on an employee's file shall be removed after two (2) years provided no further notations have been placed on the file.
- 24.07 Employees may request of their manager, an opportunity to review their personnel file. Such request will be in writing and contain the employee's home address.

The Human Resources office may arrange a time during normal business hours to allow for such a review. Employees may request copies of the documents.

**ARTICLE 24
DISCIPLINARY ACTION (Continued)**

The Human Resources office will be deemed to have complied with this article by mailing, by registered mail, a copy of an employee's personnel file to their home address.

Unless circumstances warrant otherwise, employees shall not make such requests more frequently than once a year.

**ARTICLE 25
GRIEVANCE PROCEDURE**

- 25.01 A grievance may arise only from a dispute concerning the interpretation, application, and administration of alleged violation of this agreement. An earnest effort will be made on the part of both parties to settle such a grievance promptly through the following steps.
- 25.02 Step 1.
If an employee has a grievance, the first step is to advise the appropriate Supervisor/Manager within seven (7) calendar days of the employee being aware of the act originating the grievance and if desired may have the assistance of a steward. If a settlement is not arrived at within five (5) calendar days the employee may proceed to the next step.

- 25.03 Step 2.
If the grievance is not settled in Step One, the grievance will be submitted in written form to the appropriate Supervisor/Manager and the Director, Labour Relations by the employee and a Steward within five (5) calendar days from the day the Union stated in writing that they do not agree with the resolution. A meeting with Management will take place within seven (7) calendar days from the date the written grievance was submitted. The Union's National Representative (providing such an Officer is available) may be at this meeting upon request of either party. The Company may require the Director, Labour Relations to participate. Management will render a decision, in writing, within seven (7) calendar days from the date of the meeting. If the Union is not satisfied with this decision the grievance may be referred to arbitration.
- 25.04 A grievance shall be deemed to be waived unless the grievance is referred by the employee or the Union to the Company within seven (7) calendar days from the date of being aware of the act originating the grievance.
- 25.05 A grievance affecting more than one (1) employee or if the Company or the Union has a policy grievance concerning an alleged violation of this Agreement, the complaint shall be lodged in writing starting at Step 2.
- 25.06 A grievance by an employee who claims to have been unjustly discharged or suspended shall be submitted, in writing, at Step Two of the grievance procedure within seven (7) calendar days from the imposition of the discipline.
- 25.07 Time limits involving the processing of a grievance may be extended by mutual agreement between the Company and the Union. Such a request is made in writing, with reasons explaining the request, and an agreeable timeline established.
- 25.08 Failure by the Company or the Union to comply with the time limits outlined in Step Two of the grievance procedure or within any agreed upon time extension will result in the grievor or grievors being awarded the grievance if the company is tardy. If however the union is tardy the grievance will become null and void.
- 25.09 Should a grievance be resolved, a monetary adjustment shall be paid to the grievor as a separate payment (if practical), or identified separately on his/her pay cheque. All resolutions of grievances shall be implemented or paid within thirty (30) days of the resolution unless otherwise agreed in writing.
- 25.10 A steward may seek permission from his/her supervisor to take a short period of time to address grievances. Such permission shall not be unreasonably denied with an understanding that the steward will not exceed the expected period of time requested for this purpose.
- 25.11 The Director, Labour Relations and the Unit chair shall meet each month to discuss compliance with the grievance procedure and discuss how to make the grievance procedure more efficient and effective.

ARTICLE 26 ARBITRATION

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

**ARTICLE 27
WAGE RATES AND SCHEDULES**

	Wage Rate		
	April 1, 2019	April 1, 2020	April 1, 2021
Meter Assembly Technician			
Range 1-1	14.28	14.57	14.86
Range 1-2	15.16	15.46	15.77
Range 1-3	16.03	16.35	16.68
Range 1-4	16.91	17.25	17.60
Range 1-5	17.79	18.15	18.51
Installations Meter Technician I			
Range 1-1	20.92	21.34	21.77
Range 1-2	21.60	22.03	22.47
Range 1-3	22.29	22.74	23.19
Range 1-4	22.97	23.43	23.90
Range 1-5	23.65	24.12	24.60
Installations Meter Technician II			
Range 1-1	23.54	24.01	24.49
Range 1-2	24.69	25.18	25.68
Range 1-3	25.85	26.37	26.90
Range 1-4	27.00	27.54	28.09
Range 1-5	28.15	28.71	29.28

	Wage Rate		
	April 1, 2019	April 1, 2020	April 1, 2021
Installations Meter Technician III			
Range 1-1	26.15	26.67	27.20
Range 1-2	27.77	28.33	28.90
Range 1-3	29.40	29.99	30.59
Range 1-4	31.02	31.64	32.27
Range 1-5	32.64	33.29	33.96
Installations Coordinator			
Range 1-1	23.55	24.02	24.50
Range 1-2	24.18	24.66	25.15
Range 1-3	24.82	25.32	25.83
Range 1-4	25.45	25.96	26.48
Range 1-5	26.08	26.60	27.13
Operations Service Technician			
Range 1-1	15.69	16.00	16.32
Range 1-2	16.31	16.64	16.97
Range 1-3	16.93	17.27	17.62
Range 1-4	17.55	17.90	18.26
Range 1-5	18.18	18.54	18.91
Operations Meter Technician I			
Range 1-1	20.92	21.34	21.77
Range 1-2	21.60	22.03	22.47
Range 1-3	22.29	22.74	23.19
Range 1-4	22.97	23.43	23.90
Range 1-5	23.65	24.12	24.61
Operations Meter Technician II			
Range 1-1	23.54	24.01	24.49
Range 1-2	24.69	25.18	25.68
Range 1-3	25.85	26.37	26.90
Range 1-4	27.00	27.54	28.09
Range 1-5	28.15	28.71	29.28
Operations Meter Technician III			
Range 1-1	26.16	26.68	27.21
Range 1-2	27.18	27.72	28.27
Range 1-3	28.20	28.76	29.34
Range 1-4	29.22	29.80	30.40
Range 1-5	30.24	30.84	31.46

	Wage Rate		
	April 1, 2019	April 1, 2020	April 1, 2021
Co-op Operations Support Coordinator			
Range 1-1	16.30	16.63	16.96
Range 1-2	16.69	17.02	17.36
Range 1-3	17.07	17.41	17.76
Range 1-4	17.46	17.81	18.17
Range 1-5	17.85	18.21	18.57
Logistics Coordinator			
Range 1-1	20.90	21.32	21.75
Range 1-2	21.39	21.82	22.26
Range 1-3	21.88	22.32	22.77
Range 1-4	22.37	22.82	23.28
Range 1-5	22.86	23.32	23.79

**ARTICLE 28
TSSA REIMBURSEMENT**

28.01 The Company shall reimburse TSSA fees arising from a TSSA investigation relating to a claim of inappropriate action, if the event occurred while the employee was working for the Company. Fines will be paid by the employee.

28.02 The Company will inform the Union of any investigation of an employee by the TSSA. The Company will also inform the Union of any related meetings involving the TSSA and the employee.

While the Company cannot dictate to the TSSA any rules or procedures relating to such investigations, it will not oppose the Union's participation in any TSSA meeting involving an employee.

The Company will endeavor to provide the Union with such information as soon as is practical.

**ARTICLE 29
NO DISCRIMINATION**

29.01 There shall be no discrimination by the Company, the Union or its members against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, marital status, sexual orientation, record of offenses, family status, same sex partnership status, or handicap, as defined in the Ontario Human Rights Code.

**ARTICLE 30
SURVEILLANCE**

30.01 The company shall not place an employee under surveillance without reasonable suspicion of wrongdoing. This shall not preclude coincidental observation, which occurs during the normal course of events.

ARTICLE 31
UNION MANAGEMENT CO-OPERATION

- 31.01 Conferences between the Company representatives and the negotiating committee to discuss matters other than grievances shall be called when mutually agreed upon. Matters to be discussed at any such conference shall be listed in an agenda to be supplied by the party requesting the conference to the other party not less than forty-eight (48) hours before the time for which the conference is arranged.
- 31.02 The parties agree that the "Involvement Philosophy Statement" will be used to strengthen the relationship and reflect the way in which the parties will work together in the future. (See Letter of Understanding # 2)

**LETTER OF UNDERSTANDING # 1
EMPLOYEE SECURITY**

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

This commitment includes but is not limited to: providing timely and full information on anticipated and planned changes; providing access for all employees to training which assists them in dealing with change and in career planning, redeployment processes to ensure best efforts are made to move employees whose positions have been eliminated into new roles; severance for employees whose jobs have been eliminated and for whom no redeployment option is available, and access to training to assist in future job search if required.

The Company agrees that they shall not sub-contract work that is presently being performed by employees covered by this agreement that would by so doing result in lay off of regular Bargaining Unit employees, by patch or job classification. Also that by doing will result in a reduction in the wage rate of regular Bargaining Unit employees.

LETTER OF UNDERSTANDING # 2 INVOLVEMENT PHILOSOPHY

We, the Union and Management, jointly recognize that the future success of our Company is tied directly to the individual and collective actions of our employees. To continue to be successful in a competitive market we need all employees to take personal accountability to positively engage with, and commit to, the achievement of our business strategy. To remain a profitable and successful Company we recognize that we must meet the needs and requirements of all our stakeholders: our employees, our customers and our investors. Achievement of this goal is only possible with the involvement and commitment of our employees. We believe that employees in all roles across the Company have valuable skills, experience and knowledge that will support the business strategy. We also recognize that employees, who understand the direction of the Company and the business results, will be better able to apply their knowledge, skills and experience in a way that is beneficial to all. By involving employees and their Union in discussions on process and operational efficiencies, customer satisfaction and business generation, we will enable opportunities for employees to take personal accountability for contributing to the success of the Company, and for creating a better work experience for themselves.

LETTER OF UNDERSTANDING # 3
MUTUAL RESPECT

While recognizing the management right to manage its business and direct the workforce as set out in Article 3, the employer, Union and employees agree that there is a reasonable expectation of mutual respect in the context of relationships between:

- a. employee to employee
- b. employee to customer: customer to employee
- c. manager to union representative: union representative to manager
- d. manager to employee: employee to manager
- e. employee to supplier: supplier to employee

**LETTER OF UNDERSTANDING #4
TECHNOLOGICAL CHANGE**

This letter will serve to confirm our agreement with the proposal to form a committee comprised of representatives of the Sub Metering unionized group and representatives of Management to meet as necessary from time to time and to discuss matters related to technological change.

This Committee will be made aware of the Company's plans to introduce technological change as well, this Committee will be advised of any concerns or recommendations that the Union or unionized employees may have in relation to such changes.

This Committee shall consist of not more than two (2) representatives from the Union and an equal number from Management.

LETTER OF UNDERSTANDING #5 MATERNITY AND PARENTAL LEAVE

Purpose

The purpose of this policy is to provide additional support to employees when taking Maternity or Parental Leave.

Scope

This policy applies to all full-time and part-time employees that:

- Have completed at least 12 months of employment with Enercare before taking leave; and
- Are eligible to receive Employment Insurance benefits.

Policy

Employees eligible for maternity and/or parental leave can choose from the following two leave options:

1. Standard leave benefits – parents can receive EI benefits for up to 15 weeks maternity leave and 35 weeks parental leave (for a total leave period of 12 months) at 55% of their individual average weekly earnings to a defined maximum based on the Employment Insurance Act.
2. Extended leave benefits – parents can receive EI benefits for up to 15 weeks maternity leave at 55% of their individual average weekly earnings of their individual average weekly earnings and up to 61 weeks parental leave at 33% (for a total leave period of 18 months) of their individual average weekly earnings to a defined maximum based on the Employment Insurance Act.

Enercare will provide those eligible employees with a supplemental benefit (i.e. a top-up) to the Employment Insurance (“EI”) payments received by an employee on Maternity and/or Parental Leave.

Regardless of the leave option chosen, Enercare’s top-up payment amount to employees will be the same. Enercare will provide eligible employees with a top-up for a 17 week period, starting at the commencement of the employee’s leave. Enercare’s payment will top up an employee’s EI benefits to 80% of base salary assuming that the employee is receiving EI benefits at the rate of 55% of their individual average weekly earnings.

If an employee resigns from Enercare within six months of their return or expected return from maternity or parental leave, the employee will be required to remit to Enercare 100% of the supplemental benefit (i.e. top-up) payments received from Enercare during their leave of absence.

Procedure

Upon giving their current manager a minimum of two (2) weeks of written notice of their intention to take Maternity or Parental leave and any required medical confirmation, employees shall be granted the requested leave based on Provincial requirements.