

COLLECTIVE AGREEMENT

BETWEEN

May



and

UNIFOR



April 1, 2022 to March 31, 2025

TABLE OF CONTENTS

Article 1 - RECOGNITION	3
Article 2 - HEALTH & SAFETY	3
Article 3 - RESERVATIONS TO MANAGEMENT	5
Article 4 - STRIKES OR LOCKOUTS	5
Article 5 - CHECK-OFF OF UNION DUES	5
Article 6 - UNION SECURITY	6
Article 7 - NEGOTIATING COMMITTEE	9
Article 8 - DURATION OF AGREEMENT	9
Article 9 - NEW EMPLOYEES	10
Article 10 - SENIORITY	11
Article 11 - JOB POSTINGS & MOVEMENT OF STAFF	12
Article 12 - TEMPORARY EMPLOYEES	17
Article 13 - LAYOFF/RECALL.....	17
Article 14 - BENEFITS.....	18
Article 15 - TEAM REWARD.....	19
Article 16 - VACATION	20
Article 17 - PUBLIC HOLIDAYS	20
Article 18 - PERSONAL AND LIEU DAYS	22
Article 19 - LEAVE OF ABSENCE	22
Article 20 - BEREAVEMENT LEAVE	23
Article 21 - GENERAL CLAUSES.....	24
Article 22 - HOURS OF WORK:	26
Article 23 - OVERTIME.....	31
Article 24 - DISCIPLINARY ACTION	33
Article 25 - GRIEVANCE PROCEDURE.....	34
Article 26 - ARBITRATION	37
Article 27 - WAGE RATES AND SCHEDULES	37
Article 28 - NO DISCRIMINATION.....	40
Article 29 - SURVEILLANCE	40
Article 30 - UNION MANAGEMENT CO-OPERATION	40
Letters of Understanding:	
#1 - Employee Security.....	42
#2 - Involvement Philosophy	43
#3 - Mutual Respect.....	44
#4 - Technological Change.....	45
#5 - Maternity and Parental Leave.....	46
#6 - Excess Hours of Work.....	48

ARTICLE 1 RECOGNITION

- 1.01 Metergy Solutions Inc., here in after referred to as the Company or Metergy, 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 wellbeing 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.
- 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 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 Metergy. The unit chair and stewards will be required to continue working in their regular Metergy 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 (3) 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, 2022 and shall remain in effect until March 31, 2025 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 March 31, 2025 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:
- (a) When there is a requirement to post for a Meter Technician, Operations Service

Technician, Meter Assembly Technician (warehouse), Logistic Coordinator (warehouse), Installation Coordinator and Co-op Operations Support Coordinator.

- (i) Post the Job Vacancy Company wide. Where qualifications are equal, the applicant with the most seniority shall be awarded the position.
 - (ii) If no appropriate candidate is found, then the Company will hire externally.
- (b) When there is a requirement to post:
- (i) 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.
 - (ii) 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.

- (iii) 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.
- (iv) 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.
- (e) 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.

11.05 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.

- 11.06 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.
- 11.07 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.
- 11.08 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.
- 11.09 Time periods may be extended by mutual agreement.
- 11.10 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.
- 11.11 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.

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

Where an applicant is hired externally in accordance with Article 11.02 1) B), or 11.02 2) D), Metergy may give consideration to external education and/or experience such that the successful applicant may be placed above Range 1-1 at any step in the relevant wage schedule within Article 27.

ARTICLE 12 TEMPORARY EMPLOYEES

- 12.01 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 for more than five (5) consecutive work days due to illness or injury for up to 120 calendar days and is paid through your regular Company 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 10 business days following absence of five (5) consecutive work days; 75% of earnings thereafter	100% of earnings for first 10 business days following absence of five (5) consecutive work days; 85% of earnings thereafter	100% of earnings for full 120 business days following absence of five (5) consecutive work days

14.02 Retirement Savings Plan

The terms of the Retirement Savings Plan form part of this Agreement. All employees must enroll in the Retirement Savings 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; and
- 40% 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.
- 16.05 All deductions normally made from an employee's regular pay shall be deducted from the employee's vacation pay.
- 16.06 The vacation 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.

19.06 Domestic Violence

The Company agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company and the Union agree, when there is adequate verification from a recognized professional (i.e. doctor, lawyer, registered counselor), an employee who is in an abusive or violent situation will not be subjected to discipline if the absence can be linked to the abusive or violent situation. Absences which are not covered by sick leave or disability insurance will be granted as an approved paid leave not to exceed ten (10) workdays.

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.

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

(a) When instructing, assisting or training employees.

(b) When an emergency occurs and it is necessary for the supervisor to act for the

safety of personnel, safety of equipment, and the continuation or prompt restoration of operation.

- (c) Equipment delivery to site.
- (d) 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.

- 21.04 Two non-consecutive fifteen-minute break period(s) shall be allowed to all employees on each shift.
- 21.05 All licenses or certifications required to perform their normal duties shall be reimbursed by the Company.
- 21.06 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 Metergy practice.

- 21.07 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.
- 21.08 Employees will be allowed to use Highway 407, for travel from job site to job site, conditional upon the employee obtaining advance approval from their Field Manager or Project Manager. The employee shall be responsible for paying their Highway 407 bill, but will be reimbursed by the Company for the portion of the bill that relates to the approved work-related travel.

ARTICLE 22

HOURS OF WORK:

- 22.01 Metergy's core hours of operation shall be 7:00 AM to 5:00 PM, Monday to Friday. Except as otherwise provided for in this Agreement, the normal work day shall be 8 hours inclusive of a 30-minute daily unpaid lunch, and the normal work week shall be 40 hours inclusive of five (5) daily unpaid lunches.
- 22.02 Hours of work:
- (a) Field Technicians
Field Technicians' (including Meter Technicians, and Operations Service Technicians) normal work day shall depend on the nature of the jobs on which they will work, and shall be as follows:
 - (i) 7:00 AM to 3:00 PM on new construction jobs; or

(ii) 8:00 AM to 4:00 PM on retro-fit jobs.

(b) Logistics Coordinators

Logistics Coordinators' normal work day shall be in two shifts, filled by mutual agreement between the Union and the Company:

(i) 7:00 AM to 3:00 PM; or

(ii) 9:00AM to 5:00 PM.

(c) Installation Coordinators

Installation Coordinators' normal work day shall be 7:00 AM to 3:00 PM.

(d) Warehouse Assistants and Meter Assembly Technicians

Warehouse Assistants' normal work day shall be 8:00 AM to 4:00 PM.

22.03 Field Technicians – Commute Time

(a) Field Technicians shall commute to their first scheduled appointment from their home, and shall commute from their last scheduled appointment to their home. Subject to Article 22.04, commute time spent travelling outside of the normal work day to and from appointments is an inherent part of the job and shall not be deemed to be hours of work nor shall any compensation be provided for such commute time. All time spent travelling between arriving at the first scheduled appointment and leaving the last scheduled appointment shall be paid and deemed to be hours of work.

(b) Subject to Article 22.04, Field Technicians' normal work day shall begin once they arrive at the location of their first scheduled appointment, whether that be 8133 Warden Avenue (the "Office") or a job site, and Field

Technicians' normal work day shall end once they leave the location of their last scheduled appointment, whether that be the Office or a job site.

- (c) Subject to Article 22.04, if a Field Technician has completed their assigned work at the last scheduled appointment prior to the end of the normal work day, the Field Technician shall call, by telephone, their Field Manager (FM) or the Project Manager (PM) to advise of their completion of their assigned work and to discuss other work that may be required at the location of the last scheduled appointment.

If the FM or PM, confirms there are no other tasks required at the location of the last scheduled appointment, and it is less than one (1) hour from the end of their normal work day, the Field Technician will be allowed to commute home. If the FM or the PM confirms there are no other tasks required at the location of the last scheduled appointment, and it is greater than or equal to one (1) hour from the end of their normal work day, the Field Technician shall report back to the Office or to another site, as directed by the FM or PM.

22.04 Field Technician – Excess Travel

- (a) If a Field Technician's first scheduled appointment is between 40 km to 110 km straight line radius from the Office, the Field Technician is required to arrive at their first scheduled appointment by 7:30 AM (New Construction) or 8:30 AM (Retrofit), but shall be paid for their normal work day in accordance with Article 22.02(a).
- (b) If a Field Technician's last scheduled appointment is between 40 km to 110 km

straight line radius from the Office, they are required to leave the last scheduled appointment by 2:30 PM (New Construction) or 3:30 PM (Retrofit) (subject to overtime requirements), but shall be paid for their normal work day in accordance with Article 22.02(a).

- (c) If a Field Technician's first scheduled appointment is over 110 km straight line radius from the Office, the Field Technicians are required to report to the Office at 7:00 AM, and all travel time to that first scheduled appointment shall be deemed to be hours of work. In such circumstances, Field Technicians must carpool together using a Metergy vehicle, if available, or a personal vehicle.
- (d) If a Field Technician's last scheduled appointment is over 110 km straight line radius from the Office, they will either be required to stay overnight (when scheduled for work in the same area for the following day), or travel back to the Office. If travelling back to the Office, all travel time shall be deemed to be hours of work.
- (e) If a Field Technician is required to stay overnight, the normal hours of work for the next day shall be in accordance with Article 22.02(a).

22.05 Where a Field Technician travels and stays overnight, a per diem of \$75.00 will be paid per night.

Effective April 1, 2023 – per diem will increase to \$80.00.

Effective April 1, 2024 – per diem will increase to

\$85.00.

22.06 All employees shall be required to clock in and out at the times required under Article 22.02, 22.03, and 22.04. Field Technicians shall clock in upon arriving at their first scheduled appointment, and shall clock out upon leaving their last scheduled appointment. All other employees shall clock in when arriving at the Office and clock out upon exiting the Office.

22.07 Metergy Vehicles

- (a) All Metergy Field Technicians shall be provided with Metergy vehicles which shall be used for all Metergy-related driving, including commuting and driving between scheduled appointments. Employees shall have gas expenses reimbursed by Metergy for all Metergy-related driving, including commuting and driving between scheduled appointments.
- (b) Field Technicians shall park the Metergy vehicle under their control at their home each night, at their sole expense.
- (c) A Metergy vehicle, its contents, and all such other equipment or services provided by Metergy are to be used for Metergy business-related purposes only.
- (d) Rather than a Metergy vehicle, Field Technicians may elect to use their personal vehicle for all Metergy-related driving, including commuting and driving between scheduled appointments.
- (e) The election referred to under Article 22.07(d) shall be irrevocable, subject to Metergy's sole discretion to approve a Field Technician's requests to change their election.

- (f) Field Technicians who use their personal vehicle shall be reimbursed for travel at \$0.50/km. Eligible mileage for reimbursement includes:
- (i) For the first appointment: calculated based on the lesser of the distance between home to site or office (8133 Warden) to site.
 - (ii) For the last appointment: calculated based on the lesser of the distance between home to site or office (8133 Warden) to site.
 - (iii) All site to site travel between the first appointment and the last appointment.

Article 22.03 shall continue to apply regardless of the personal vehicle reimbursement outlined above.

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 \$25.00 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.
- 23.06 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.
- 23.07 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.
- 24.08 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.
- 24.09 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.
- 24.10 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, Human Resources 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, Human Resources 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 griever 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, Human Resources 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 Rates- Effective April 1, 2022- 4.7% to the following classifications- Meter Technician I, Meter Technician II, Meter Technician III, Installations/Operations Coordinator

and Logistics Coordinator, applicable to all hours paid. Union agrees to April 1, 2022 Wage Rates tabled by the Company for the following classifications- Meter Assembly Technician/Warehouse Assistant, Operations Service Technician and Co-op Operations Service Coordinator, applicable to all hours paid.

- * Employees who are at an hourly rate and start at the lowest step within a range, will progress every six (6) months to the next step in their range.

Wage Rates	
	April 1, 2022
Meter Assembly Technician / Warehouse Assistant	
Range 1-1	19.00
Range 1-2	19.50
Range 1-3	20.00
Range 1-4	20.50
Range 1-5	21.00
Meter Technician I	
Range 1-1	22.79
Range 1-2	23.53
Range 1-3	24.28
Range 1-4	25.02
Range 1-5	25.76
Meter Technician II	
Range 1-1	25.64
Range 1-2	26.89
Range 1-3	28.16
Range 1-4	29.41
Range 1-5	30.66
Meter Technician III	
Range 1-1	28.48
Range 1-2	30.26
Range 1-3	32.03
Range 1-4	33.79
Range 1-5	35.56
Installations/Operations Coordinator	
Range 1-1	25.65
Range 1-2	26.33
Range 1-3	27.04
Range 1-4	27.72
Range 1-5	28.41

Wage Rates	
	April 1, 2022
Operations Service Technician	
Range 1-1	19.00
Range 1-2	19.50
Range 1-3	20.00
Range 1-4	20.50
Range 1-5	21.00
Co-op Operations Service Coordinator	
Range 1-1	19.00
Range 1-2	19.50
Range 1-3	20.00
Range 1-4	20.50
Range 1-5	21.00
Logistics Coordinator	
Range 1-1	23.84
Range 1-2	24.42
Range 1-3	25.01
Range 1-4	25.59
Range 1-5	26.18

Effective April 1, 2023- the Company agrees to increase each step's hourly rate of pay by the annual percentage change in the Consumer Price Index ("CPI") for October, 2021 to October, 2022 for Canada, as published in Statistics Canada Table 18-10-0004-02 - Consumer Price Index by geography, all-items, monthly, percentage change, not seasonally adjusted, Canada, provinces, Whitehorse, Yellowknife and Iqaluit.

Effective April 1, 2024- the Company agrees to increase each step's hourly rate of pay by the annual percentage change in the Consumer Price Index ("CPI") for October, 2022 to October, 2023 for Canada, as published in Statistics Canada Table 18-10-0004-02 - Consumer Price Index by geography, all-items, monthly, percentage change, not seasonally adjusted, Canada, provinces, Whitehorse, Yellowknife and Iqaluit.

The parties agree that the annual increase outlined above shall be a minimum of a 2.0% and a maximum of 6.5% increase, as noted for April 1, 2023 and April 1, 2024.

ARTICLE 28 NO DISCRIMINATION

28.01 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 29 SURVEILLANCE

29.01 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 30 UNION MANAGEMENT CO-OPERATION

30.01 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.

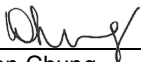
30.02 The parties agree that the "Involvement Philosophy Statement" will be used to strengthen the relationship and reflect the way in which the parties will work together in the future. (See Letter of Understanding # 2)

30.03 Unifor Paid Education Leave

The Company agrees to participate in the Unifor Paid Education Leave at the rate of \$0.03 per hour per employee for all Regular Hours worked, paid monthly.

Signed this 8th day of May, 2023

METERGY SOLUTIONS INC. UNIFOR AND ITS 975



Wilson Chung
Vice President, Field
Operations



Rob Roca
National Representative



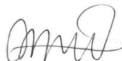
Michael Mohamed
Director, Installation
Services



Peter Marinovic
Chairperson



Erica Myers
Director, Human
Resources



Salvin Nand
Chief Steward

Vendors such as Genex and Manulife are not items for negotiations as the company retains sole discretion to utilize any vendor it deems suitable. References to Manulife and Genex are made only for descriptive purposes in the CBA and may change at any time throughout the course of the current collective agreement and thereafter – at the time appropriate notice will be provided to the union. *(The employer further commits, if a new vendor is negotiated the benefits would remain the same and will not be reduced.) LTD as discussed is employee paid.*

LETTER OF UNDERSTANDING # 1 EMPLOYEE SECURITY

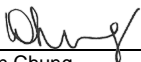
The Company will continually need to change in order to pro-actively respond to changes in our business environment. The Company recognizes that these changes impact employees and are committed to working with the Union to assist employees to adapt to these changes and to provide them with enhanced personal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

Signed this 8th day of May, 2023

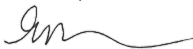
METERGY SOLUTIONS INC.



Wilson Chung
Vice President, Field
Operations

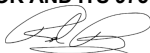


Michael Mohamed
Director, Installation Services



Erica Myers
Director, Human Resources

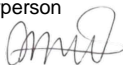
UNIFOR AND ITS 975



Rob Roca
National Representative



Peter Marinovic
Chairperson



Salvin Nand
Chief Steward

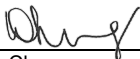
LETTER OF UNDERSTANDING # 2 INVOLVEMENT PHILOSOPHY

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.

Signed this 8th day of May, 2023

METERGY SOLUTIONS INC.



Wilson Chung
Vice President, Field
Operations

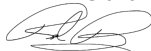


Michael Mohamed
Director, Installation Services



Erica Myers
Director, Human Resources

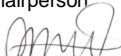
UNIFOR AND ITS 975



Rob Roca
National Representative



Peter Marinovic
Chairperson



Salvin Nand
Chief Steward

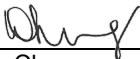
LETTER OF UNDERSTANDING # 3 MUTUAL RESPECT

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: May

- (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

Signed this 8th day of May, 2023

METERGY SOLUTIONS INC. UNIFOR AND ITS 975



Wilson Chung
Vice President, Field
Operations



Michael Mohamed
Director, Installation
Services



Erica Myers
Director, Human
Resources



Rob Roca
National Representative



Peter Marinovic
Chairperson



Salvin Nand
Chief Steward

LETTER OF UNDERSTANDING #4 TECHNOLOGICAL CHANGE

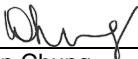
This letter will serve to confirm our agreement with the proposal to form a committee comprised of representatives of the Sub Metering unionized group and representatives of Management to meet as necessary from time to time and to discuss matters related to technological change.

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.

Signed this 8th day of May, 2023

METERGY SOLUTIONS INC.



Wilson Chung
Vice President, Field
Operations



Michael Mohamed
Director, Installation
Services



Erica Myers
Director, Human
Resources

UNIFOR AND ITS 975



Rob Roca
National Representative



Peter Marinovic
Chairperson



Salvin Nand
Chief Steward

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 Metergy 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:

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.

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.

Metergy 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, Metergy’s top-up payment amount to employees will be the same. Metergy will provide eligible employees with a top-up for a 17 week period, starting at the commencement of the employee’s leave. Metergy 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.

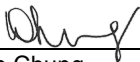
If an employee resigns from Metergy within six months of their return or expected return from maternity or parental leave, the employee will be required to remit to Metergy 100% of the supplemental benefit (i.e. top-up) payments received from Metergy during their leave of absence.

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.

Signed this 8th day of May, 2023

METERGY SOLUTIONS INC.



Wilson Chung
Vice President, Field
Operations



Michael Mohamed
Director, Installation
Services



Erica Myers
Director, Human
Resources

UNIFOR AND ITS 975



Rob Roca
National Representative



Peter Marinovic
Chairperson



Salvin Nand
Chief Steward

LETTER OF UNDERSTANDING #6 EXCESS HOURS OF WORK

This letter is to confirm an understanding reached between the Company and the Union with respect to working beyond 48 hours in a week.

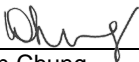
During the 2022 ^{May} negotiations ^{May} to renew the existing collective agreement the Company and the Union expressed a desire to continue their practice of allowing employees to work beyond 48 hours in a week on a voluntary basis beyond the expiry of the approval provided by the Director of Employment Standards.

The parties agreed that employees may work in excess of 8 hours in one day and 48 hours in a week, but hours of work shall not exceed thirteen (13) hours per day or sixty (60) hours in a week. The Letter shall not be interpreted as a guarantee of any hours of work.

This letter can be revoked by either party by giving two (2) weeks written notice.

Signed this 8th day of May, 2023

METERGY SOLUTIONS INC. UNIFOR AND ITS 975



Wilson Chung
Vice President, Field
Operations



Rob Roca
National Representative



Michael Mohamed
Director, Installation
Services



Peter Marinovic
Chairperson



Erica Myers
Director, Human
Resources



Salvin Nand
Chief Steward