

AGREEMENT

Between

ENBRIDGE EMPLOYEE SERVICES INC.

And

USW LOCAL #348

September 4, 2017

THROUGH

September 8, 2020

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Article 1

PURPOSE AND AGREEMENT

1.01 The general purpose of this agreement is, in the mutual interest of the Company, the Union and employees, to provide for uninterrupted operation under methods which will further, to the fullest extent possible, the safety, welfare, health of the employees, economy and efficiency of operations, and quality and quantity of work. To that end, it is recognized by all parties to this agreement to be their individual and collective duty and responsibility to fully cooperate.

AGREEMENT

1.02 Articles of Agreement By And Between Enbridge Employee Services Inc. (hereinafter referred to as the “Company”) and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial, and Service Workers International Union AFL-CIO, CLC (USW) on behalf of its Local 348 (hereinafter referred to as the “Union).

Article 2

RECOGNITION

2.01 The Company recognizes the Union as the exclusive bargaining representative with respect to rates of pay, hours of work, and other conditions of employment for all regular full time Control Center Operators, Control Center Relief Operators, Operation Technicians, Relief Operation Technicians, and Right of Way Technicians employed by the employer in its Cushing Operations, excluding office, clerical, managers, guards and supervisors as defined in the Act and all other employees.

2.02 Non-bargaining unit employees will not be used to relieve or replace bargaining unit employees, nor to fill any job now performed by a bargaining unit employee, except for training new employees, and in case of emergency.

Note: Cushing Operations is defined as Cushing terminal, and West Tulsa pipelines.

Article 3

TERM OF AGREEMENT

3.01 This agreement shall become effective as of September 4, 2017 and shall remain in full force and effect through September 8, 2020 inclusive and shall automatically renew itself from year to year thereafter unless either party notifies the other in writing of its desire to amend, modify or terminate the agreement at least sixty (60) days, not to exceed ninety (90) days, prior to the expiration date.

3.02 The giving of notice of proposed amendments as provided above shall constitute an obligation upon both parties to negotiate in good faith all questions at issue with the intent of reaching written agreement prior to the expiration date of this Agreement. If the parties have not reached agreement prior to the expiration date, all provisions of this Agreement shall remain in effect unless specifically terminated in accordance with the following provisions.

3.03 At any time after the expiration date if no agreement on the questions at issue have been reached, either party may given written notice to the other party of intent to terminate the Agreement in thirty (30) days. All provisions of the Agreement shall remain in force and effective until the specified time has elapsed. During this period, attempts to reach an agreement shall be continued. If the parties have failed to resolve their differences by the time specified time has elapsed, all rights and obligations under this Agreement are automatically canceled.

Article 4

MANAGEMENT RIGHTS

4.01 Except as explicitly limited by a specific provision of this agreement, the Company shall reserve the right to take any action it deems appropriate in the management of the Company and direction of the work force in accordance with its judgment.

4.02 The Company reserves the right, among other things, to direct the work force, to hire, to promote, transfer, recall, layoff employees for lack of work, to make reasonable rules and regulations, to reprimand, discipline or discharge employees for cause, to schedule and assign work, to introduce new or improved methods of work, and to otherwise generally manage the operations, subject to the other provisions of this agreement.

4.03 Upon request the Company will provide the Union with any and all Company policies and procedures.

Article 5

NO STRIKE OR LOCKOUT

5.01 The Company agrees that there will be no lockout during the term of this Agreement. The Union agrees that there will not be any complete or partial strikes, sympathy strikes, picketing, refusals to cross picket lines, slowdowns, work stoppages, secondary boycotts or other cessations of work during the term of this Agreement. Concerted participation by any employee in any of the foregoing activities, whether or not sanctioned by the Union shall be grounds for immediate discharge.

Article 6

JOB CLASSIFICATIONS

6.01 Within the Bargaining Unit, there are five (5) job classifications, Control Center Operator, Relief Control Centre Operator, Operations Technician, Relief Operations Technician, and the Right of Way Technician.

Article 7

PROBATIONARY PERIOD

7.01 All employees hired outside of Enbridge shall serve a six (6) month probationary period, except Control Centre Operators and Relief Control Center Operators who will serve a nine (9) month probationary period unless an extension is requested and mutually agreed on by both the Union and Management. Any period of absence in excess of one (1) calendar week due to illness, injury or other approved reasons, will result in the probationary period being extended for a like period of time. During an employee's probationary period, the Company may discipline or discharge the employee and said discipline or discharge shall not be subject to recourse under the grievance and arbitration procedure.

Article 8

HOURS OF WORK

8.01 8-Hour Workers – The normal workday is from 8:00 a.m. to 4:30 p.m. and shall consist of five (5) eight (8) hour days for a total of forty (40) hours, Monday through Friday. The normal workweek will be the seven (7) consecutive days beginning at 8:00 a.m. Sunday. Right Away Technicians will begin at 7:00 a.m. – 3:30 p.m.

8.02 12-Hour Workers – The following provides the details of each job classification’s schedule:

- A) The normal workweek for Operation Technicians and Relief Operation Technicians will be the seven (7) consecutive days beginning with the Day Shift on Sunday and will consist of an average workweek of forty-two (42) hours. The actual number of hours worked each week will vary between thirty-six (36) and forty-eight (48) hours, based on the employee’s schedule.

8.03 Operation Technicians

- A) Day Shift 5:00 a.m. to 5:00 p.m.
- B) Night Shift 5:00 p.m. to 5:00 a.m.

- C) The Operation’s Technician’s shift will consist of a 4– week cycle / 12 hour shifts where they work four consecutive nights, followed by two days off, works three consecutive days, followed by two days off, works three consecutive nights, followed by two days off, works 4 consecutive days, followed by 8 days off.

Weeks 1 - 3	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S		
Shift	X	X	X	N	N	N	N	X	X	D	D	D	X	X	N	N	N	X	X	D	D		
Week 4	M	T	W	T	F	S	S																
Shift	D	D	X	X	X	X	X																
D – Day Shift N – Night Shift X - Off																							

8.04 Relief Operation Technicians

A) Day Shift 5:00 a.m. to 5:00 p.m.

B) The Relief Operation Technicians shift will consist of a 2 – week cycle / 12 hour days where they work three consecutive days, followed by four days off, works four consecutive days, followed by three days off. The Relief Operation Technician’s regular schedule will consist of a day shift unless they are covering for an Operation Technician. When a Relief employee is required to cover a night shift, they will remain on the nights for the remaining relief shift schedule. Seniority will be used to pick who you relieve. Each Relief Operations Technician will be on call every 4th week.

	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Team 1	D	D	D	X	X	X	X	D	D	D	D	X	X	X
Team 2	X	X	D	D	D	X	X	X	D	D	D	D	X	X
D - Day Shift X - Off														

8.05 Control Center Operator (effective January 1, 2018)

Day Shift 6:00 a.m. to 6:00 p.m.

Night Shift 6:00 p.m. to 6:00 a.m.

The Control Center Operator shift will consist of a 4- week cycle / 12 hour shifts where they work four consecutive nights, followed by two days off, works three consecutive days, followed by two days off, works three consecutive nights, followed by two days off, works 4 consecutive days, followed by 8 days off.

Weeks	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
1 - 3																					
Shift	X	X	X	N	N	N	N	X	X	D	D	D	X	X	N	N	N	X	X	D	D
Week 4																					
Shift	D	D	X	X	X	X	X														
D – Day Shift N – Night Shift X - Off																					

Relief Control Center Operator (effective January 1, 2018)

Day Shift 6:00a.m. to 6:00p.m.

The Relief Control Center Operator shift will consist of a 2-week cycle / 12 hour days where they work two consecutive days, followed by two days off, works three consecutive days, followed by two days off, works two consecutive days, followed by three days off. The Relief Control Center Operator regular schedule will consist of a day shift unless they are covering for a Control Center Operator. When a Relief employee is required to cover a night shift, they will remain on the nights for the remaining relief shift schedule.

	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Relief 1	D	D	X	X	D	D	D	X	X	D	D	X	X	X
Relief 2	X	X	D	D	X	X	X	D	D	X	X	D	D	D
D-Day Shift	X-Off													

8.06 The Company reserves the right to change and/or modify workers scheduled start and finish times based on business requirements. Any work schedule changes will be reviewed with the Union prior to implementation.

8.07 Should any employee lose time and pay as a result of a change in hours at the Company's request, additional hours of work will be made available to compensate such employees for the net amount of pay lost. Outside of the following roles: Relief Operations Technician, Relief Control Center Operator the company shall not modify or attempt to modify contract schedule to avoid paying overtime. The only way these schedules can be modified is for relief purposes only, unless mutually agreed upon by employee and management. The schedule shall be posted by the first of each month and any changes after schedule is posted will result in the first day worked of a modified schedule to be paid at the overtime rate.

Article 9

SHIFT TRADES

9.01 Shift trades will be allowed under the following conditions:

- A) A “shift trade” form must be mutually agreed upon by both employees and approved in writing by their immediate supervisor prior to the trade.
- B) The shift trade will be made in a manner that results in no increased cost to the company, including but not limited to overtime pay.
- C) Trades will generally be limited to one (1) day in duration. However, shift trades affecting two (2) or more consecutive days may be permissible with supervisor’s approval.

Article 10

RATES OF PAY

10.01 New employees hired by the company will be hired in at a rate that is \$1.00 less than the position's full rate for a 6 month period. After successful completion of the 6 month period, their rate will be increased by \$1.00. The wage rates to be paid during the term of this Agreement are set forth in Appendix A.

10.02 An employee assigned to work in a classification with a higher rate of pay, will be paid the higher rate of pay for all hours worked in that classification.

10.03 An employee assigned to work as a mentor will be paid a recognition award through the Stellar program or through payroll to a maximum of \$500, which will be paid out in four (4) phases.

Article 11

OVERTIME

11.01 8-Hour Workers – The Company will pay time and one-half (1.5) times the regular straight time hourly rate for all hours worked in excess of eight (8) in any workday or for all hours worked in excess of forty (40) in any workweek.

11.02 12-Hour Workers – The Company will pay at time and one-half (1.5) times the regular straight time hourly rate for hours in excess of twelve (12) in a given workday, any hours in excess of forty (40) in a workweek that is part of the twelve-hour shift schedule, or any hours worked in excess of what is part of the twelve-hour shift schedule. Overtime (taken and refused) will be tracked separately for each job classification. Management will make every effort to distribute overtime as equitably as possible within each job classification.

11.03 Any time an employee is required to work more than sixteen (16) consecutive hours, Management approval is required.

Article 12

CALL-OUT PAY

- 12.01 When an employee is requested to report for work or when an employee reports for work as scheduled without being previously told not to report for work, he will receive a minimum of four (4) hours pay at straight time at the applicable rate. The minimum of four hours pay at straight time applies when an employee is called in to work and then returns home without following through with his regular shift or day. If an employee is called in to work two or fewer hours before the start of his shift or the start of his workday and continues to work after the start of his shift or workday, the call-out provision will not apply. He will be compensated by the resulting overtime pay. Call-out pay is applicable to all employees covered by the Agreement.
- 12.02 Employees standing by at home in case they are needed, after an alert has been given and while the situation is being checked, will not receive compensation for standing by. Such alerts, which are usually of short duration, are necessary to ensure personnel are ready to proceed with minimum delay if required to deal with an emergency situation.

Article 13

SHIFT DIFFERENTIAL

- 13.01 In addition to their regular wages, terminal employees will be paid a differential of \$2.00 per hour for work performed on second shift.
- 13.02 Differentials are established to compensate terminal employees for the inconvenience of working shifts and do not apply to day employees whose normal schedule calls for working the same hours each day.
- 13.03 Shift differential at one and one-half times the normal rate will be included in computing overtime pay for any unscheduled overtime work performed on second shift by terminal employees.
- 13.04 Shift differential at one and one-half times the normal rate will be included in computing pay for holiday work performed on the second shift in accordance with a terminal employee's regular schedule.
- 13.05 Shift differential will not be included in computing vacation pay, temporary disability, pay for holidays not worked or any other paid time off.

Article 14

INCENTIVE COMPENSATION PLAN

14.01 **Individual**

A) \$500 bonus contingent on employee not having any reportable safety incidents (excluding first aid). A reportable incident would be any medical aid injury, days away injury or motor vehicle incident.

14.02 **Company**

A) \$400 bonus contingent on achievement of at least 95% of the Business Unit Earnings goal, as defined in the non-union Incentive Compensation Plan, which is established at the start of each year and approved by the Board of Directors.

B) Business Unit may be defined as Liquids Division, U.S. Liquids or some combination thereof, by this, together with the target amount, will be specified at the start of each year following board approval.

14.03 **Maximum of \$900/Yr. If Targets Achieved**

Article 15

SENIORITY

- 15.01 Seniority shall include all time in the bargaining unit, and shall accrue from the day the employee enters the bargaining unit. Seniority shall continue to accrue when on approved leave of absence or temporary assignment outside the bargaining unit if less than one year.
- 15.02 An employee's seniority shall be terminated for any of the following reasons:
- b) If the employee resigns or is discharged.
 - c) If the employee is laid-off in excess of two (2) years.
 - d) If the employee accepts a permanent position outside the bargaining unit.
- 15.03 When two or more employees have the same seniority date, preference shall be given in accordance with the employee having the most points as determined by adding seniority, as defined above, plus age.

Article 16

JOB POSTINGS AND LAYOFFS

16.01 **Job Postings** – Prior to a vacancy being posted throughout the bargaining unit, existing qualified employees, in the classification of the vacancy, at the work location of the vacancy, will be given preference for the shift of the vacancy in accordance with seniority. Once the job is posted, employees within the classification at the work location are not eligible bidders.

16.02 When a vacancy occurs in any job covered by this Agreement, a notice will be sent out for a period of ten (10) days, to all Bargaining Unit employees stating the location where the vacancy exists and the date the bidding will be closed.

16.03 Any employee covered by this Agreement may bid for assignment to any posted job. The job will be awarded on the following basis:

- a) The employee having the most seniority in the bargaining unit and qualifications.
- b) The employee having the most points determined by adding seniority plus age.
- c) The company reserves the right to delay a bid on a job posting if any two (2) Control Centre Operators have less than 12 months experience (individually).

16.04 The change in rate of pay related to a move in job classification will take place on the day of the transition into the new job. However, should Management need to hold an employee from transitioning to a job classification at a higher rate of pay, the higher pay rate will begin at the start of the following pay period.

16.05 Employees will not be allowed to bid to a job classification at a lower pay rate within one year of being awarded their current; unless otherwise approved by Management.

16.06 If there are no eligible bidders, Management has the discretion to fill the vacancy.

16.07 **Layoffs** – In the event of a layoff, the Company will advise the appropriate union representatives. Where there is a reduction in workforce, demotions, transfers and layoffs will be made on the basis of seniority, provided the employees are qualified to displace into that job. For the purpose of layoff qualified is defined as employees previously holding the qualifications of that position.

Article 17

VACATION

17.01 Employees will be entitled to vacation each calendar year depending on their service attained in the calendar year. Vacation will accrue on a daily basis; however, employees will be eligible to take their annual vacation entitlement prior to earning it. However, if an employee has taken more vacation than accrued when they terminate employment, the vacation not earned will be deducted from the employee's final pay.

17.02 Vacation schedules will be arranged and coordinated by the supervisor. The vacation preferences of individual employees will be given consideration provided that it does not conflict with the vacation schedules of other employees and the efficient operations of the facility.

17.03 Annual Vacation Entitlement is as follows:

Years of Service	Annual Entitlement
0-9	120 hours
10-19	160 hours
20-29	200 hours
30 +	240 hours

17.04 8-Hour Workers – vacations are to be taken in whole eight (8) hour days.

17.05 12-Hour Workers – vacations are to be taken in whole twelve (12) hour days. Vacations will be scheduled in work period increments rather than by calendar weeks. If you have eight or more hours left in our vacation entitlement, the employee has the option to take a full twelve (12) hour day of vacation but will be paid only for hours left in vacation entitlement, or the employee can receive vacation pay for the remaining hours. Employees with four (4) hours remaining will not be allowed another day of vacation, but will receive vacation pay for these hours.

17.06 A vacation schedule shall be posted by January 15 each year.

17.07 Employees will select their vacation periods in order of seniority at each location. The employee with the most seniority shall select a vacation period within three (3) working days after the schedule has been posted. The employee next in order of seniority shall select a vacation period within three (3) working days after the employee immediately before has made a

selection. If an employee does not make a selection within the allotted time, the employee forfeits the right to selection until all other employees at the location have made their choice.

17.08 As the vacation scheduling commences, an employee may take a vacation selection during any cycle. A vacation selection shall be defined as follows:

- A) Any consecutive days or single day. For those employees requesting a single day vacation, mutual agreement with Management is required.
- B) No single day vacation will be taken on a holiday.

17.09 When a recognized holiday falls during the vacation period of a 12-Hour worker, employee will receive holiday pay for the recognized holiday, and the holiday will not be counted as a vacation day.

17.10 Generally, up to two shift workers will be allowed to take vacation at the same time provided adequate relief coverage is available. Unscheduled vacation days that overlap may be taken provided appropriate relief is available. These occurrences, however, shall be authorized on a case by case basis and be at the discretion of the Company.

17.11 Contingent upon the above, an employee may take vacation at any time in the calendar year provided.

17.12 When an employee becomes disabled as a result of sickness or accident prior to the commencement of his or her scheduled vacation period, the employee must return to work for at least one day prior to commencing the vacation. If the disability extends into the scheduled vacation period, the vacation may be rescheduled, provided the employee returns to work for at least one day prior to commencing the vacation.

17.13 Any accrued vacation hours that are unused at termination will be paid to the employee at their regular rate.

17.14 When an office/area is closed due to inclement weather, by Management, the essential bargaining unit staff who are onsite will be eligible for recognition time off. The amount of recognized time will be calculated by the following:

- A) Predictive Closure (closure is announced prior to onset of inclement weather, outside of normal office hours) – from onset of inclement weather to end of inclement weather and associated hazardous driving conditions.
- B) Just-in-Time Closure (closure is announced as inclement weather sets in) – from time of announcement to end of the inclement weather and associated hazardous driving conditions.

17.15 As a general rule, employees are strongly encouraged to take their entire vacation entitlement each year. However, Enbridge recognizes there may be legitimate reasons why employees are unable to use all of their annual vacation. Therefore, the following will apply to unused vacation at the end of a calendar year.

- Employees can carryover a maximum of 80 hours from one year to the next, and use anytime during that next calendar year with leader notification. No form is required.
- Vacation time is treated on a first-in, first-out basis. Accordingly, hours carried over will be used before hours earned in the current year.
- Any unused vacation above the 80 hours at the end of a calendar year will be forfeited.
- There will be no payout for forfeited hours.

Article 18

HOLIDAYS

18.01 Employees will be eligible for the following ten (10) holidays. If an employee is hired after July 1, the employee is not entitled to the floating holiday in their first year of hire.

HOLIDAY	DATE
New Year's Day	January 1
Good Friday	Date on which it falls
Memorial Day	Last Monday in May
Independence Day	July 4
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Add'Day at Christmas	December 24
Christmas Day	December 25
Floating Holiday	Employee Discretion with Supervisor Approval

18.02 8-Hour Workers – Employees will not normally be required to work on a recognized holiday which falls on a schedule work day, but will receive his regular eight (8) hours pay for that day. For a holiday that falls on a Saturday, the employee will not normally be required to work on the preceding Friday, whereas a holiday that falls on a Sunday, the employee will not normally be required to work on the following Monday.

- A) If an employee is absent from work due to illness or injury on the day prior to or following a holiday, compensation will be considered temporary disability and not holiday pay.
- B) If an employee is required to work on a recognized holiday as mentioned above, the employee will receive pay at one and a half (1.5) times their regular rate for all hours worked, plus their holiday pay.

18.03 12-Hour Workers – Holidays for shift workers will be the actual calendar day of the holiday. Employees not required to work on a recognized holiday which falls on one of his scheduled days off will receive twelve (12) hours pay for that day. Holiday pay starts the beginning of the day shift of the actual holiday and continues through the night shift.

- A) Employees required to work his regular schedule on a recognized holiday will receive pay at one and a half (1.5) times their regular rate for all hours worked in addition to their regular rate.
- B) If an employee is absent from work due to illness or injury on the day prior to or following a holiday, compensation will be considered temporary disability and not holiday pay.

Article 19

LEAVE OF ABSENCE

The Company may grant a personal leave of absence to its employees pursuant to the Personal Leave (non-FMLA) Policy dated June 1, 2003.

The Company will grant a FMLA leave of absence to its employees pursuant to the Family & Medical Leave Policy dated May 1, 2002. FMLA is for leave of absence involving a serious health condition of the employee or the employee's parent, child or spouse, as well as leaves attendant to the birth, adoption or foster care placement of a child, shall be granted consistent with the applicable provisions of state and federal family and medical leave laws for employees who qualify for coverage under such law.

DEATH IN EMPLOYEE'S FAMILY

A regular full-time employee will be allowed a leave of absence to attend the funeral of the employee's immediate family per the Company Bereavement Policy.

Article 21

JURY DUTY

Employees called to jury duty will be paid in accordance with the Company Jury Duty policy.

Article 22

COMPANY BENEFIT PLANS

- 22.01 **Employees' Savings Plan.** The Company agrees to maintain the current or a substantially equivalent savings plan which satisfies the requirements of Sections 401(a) and 401(k) of the Internal Revenue Code. The Company shall contribute a matching contribution of up to 6%, depending on the employee's years of service and the percentage of compensation contributed by the employee in one or more salary deferral elections during the year, in accordance with the terms of the plan.
- 22.02 **Employees' Annuity Plan.** The Company agrees to maintain the current or a substantially equivalent annuity plan which satisfies the requirements of Section 401(a) of the Internal Revenue Code. The Company shall make contributions to the plan as required to keep the plan fully funded in accordance with Section 412 of the Internal Revenue Code. The employees are not required to make contributions to the plan.
- 22.03 **Hospital Medical Plan.** The Company agrees to maintain the current or a substantially equivalent group health insurance plan(s) for regular full-time employees. The Company shall pay an amount equal to eighty percent (80%) of the lowest cost plan offered, single or family, for employees electing coverage under a Company sponsored plan. The employee shall pay the remaining premium by payroll deduction. An employee on an unpaid leave of absence or layoff may maintain his coverage during the leave or layoff in accordance with the plan.
- 22.04 **Temporary Disability Benefits Plan.** The Company agrees to maintain the current or a substantially equivalent temporary disability benefits plan, to which the employees are not required to contribute.
- 22.05 **Accidental Death and Dismemberment and Supplemental Accidental Death and Dismemberment Plans.** The Company agrees to maintain the current or substantially equivalent accidental death and dismemberment and supplemental accidental death and dismemberment plans, to which the employees may be required to contribute in accordance with the terms of such plans.
- 22.06 **Group Life Insurance Plan.** The Company agrees to maintain the current or a substantially equivalent group life insurance plan, to which the employees may be required to contribute in accordance with the terms of the plan. An employee on an unpaid leave of absence or layoff may maintain his coverage during the leave or layoff in accordance with the plan.
- 22.07 **Long Term Disability Benefits Plan.** The Company agrees to maintain the current or a substantially equivalent long term disability benefits plan, to which the employees may be required to contribute in accordance with the terms of the plan.

22.08 **Higher Education Awards Plan.** The Company agrees to maintain the current or a substantially equivalent higher education awards plan, to which the employees are not required to contribute in accordance with the terms of the plan.

22.09 **Dental Plan.** The Company agrees to maintain the current or a substantially equivalent dental plan, to which the employees may be required to contribute in accordance with the terms of the plan.

22.10 The Company reserves the right to change carriers for any plan under which benefits are provided through insurance. In addition, the Company reserves the right to amend any of the plans described in Article 22 at any time, provided that any such amendment will be made only if and to the extent necessary to maintain benefits for the employees covered by this Agreement at a level that is substantially similar to the level of benefits provided to the Company's employees who are not covered by this Agreement.

22.11 In June of each year, the Company will meet with the appropriate representatives of the Union to review and discuss potential changes to the benefit plans. The Union may provide suggestions, alternatives or recommendations with respect to the benefit plans at any time.

22.12 It is understood and agreed that in October of each year of the Collective Agreement, or such other time as both parties agree upon, the Company will schedule a meeting with the appropriate union representatives to review and discuss benefit costs, usage and education/communication issues.

22.13 Post Retirement Benefits will be provided in accordance with the Plan documents for benefits provided under Article 22.

Article 23

VEHICLE MILEAGE

Authorized use of personal vehicles for Company business shall be reimbursed at the prevailing rate set by the Internal Revenue Service.

Article 24

MEAL AND LODGING EXPENSE

An employee required to remain away from home overnight shall be reimbursed for normal and reasonable meal and lodging expenses per the Company policy.

An employee required to work two or more consecutive hours in excess of a regular daily schedule shall be furnished a meal or reimbursed a meal allowance of \$15.00. Additional meals or meal allowances will be furnished at five (5) hour intervals as long as the employee works continuously.

Article 25

REQUIRED PERSONAL PROTECTION EQUIPMENT

The Company will provide the necessary required personal protection equipment in accordance with Company policies and procedures.

Article 26

PHYSICAL EXAMINATIONS

Physical examinations will be paid in accordance with Company practices and policies.

Article 27

RELOCATION EXPENSES

- 27.01 An employee who is the successful applicant to a posting that is in a location that requires the employee to move, will be granted: mutually agreeable period of time to reach his new location, Company paid moving of household effects in accordance with Company's contracted moving company provisions, and reimbursement of actual traveling expenses for himself and family en route.
- 27.02 He will also be entitled to a \$2,000 resettlement allowance. Said resettlement allowance is intended to cover house hunting costs at the new location, temporary living expenses until a new primary residence is established and other resettlement costs that the employee may incur. The resettlement allowance will be paid after the employee has verified to the Company that he has established permanent primary residency at the new location and will be subject to all taxes and deductions required by law. The employee may request up to 50 percent of the resettlement allowance in the form of a temporary advance to cover interim costs.
- 27.03 An employee transferred from one location to another will be required to conform to the moving instructions and work schedules designated by the Company without loss of pay during transit.

Article 28

UNION DUES CHECK-OFF

- 28.01 The Company agrees to deduct each month from the wages of each employee in the Local Union, on the basis of an individually signed authorization to do so, the established monthly dues levied by the Union.
- 28.02 The Union agrees that it will furnish the company, in writing, the amount of the current monthly dues and will advise the company, in writing, of any changes in said dues at least thirty (30) days in advance of the effective date.
- 28.03 The Union shall indemnify and save the Company harmless from any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the company for the purpose of complying with any of the provisions of this Article.

Article 29

GRIEVANCE AND ARBITRATION PROCEDURES

29.01 A grievance is defined as a complaint by an employee that an expressed provision of this Agreement was violated by the Company. It is understood and agreed that every effort will be made by the employee, the employee's supervisor and the union representative to resolve an issue prior to the filing of any grievance.

29.02 A grievance shall be processed as follows:

Step I:

A grievance shall be filed by an employee, within ten (10) calendar days of the alleged violation by submitting such grievance in writing to the employee's immediate supervisor. All grievances submitted must contain a full and detailed statement of all facts giving rise to the grievance, including names and dates, together with the expressed provisions alleged to have been violated. The supervisor shall give a written answer to the grievance within ten (10) calendar days to the grievor and if denying the grievance resolution sought, shall state in writing such reasons for denial.

Step II:

If the grievance is not satisfactorily adjusted or otherwise settled as provided in Step I, the Union shall have ten (10) calendar days following receipt of the Supervisor's written answer to submit the grievance to the General Manager. The General Manager or his designee shall meet, upon request, with the Union representative to discuss the grievance. The Company shall give a written answer to the Union representative within ten (10) calendar days of the meeting, and if denying the grievance resolution sought, shall state in writing such reasons for denial. If no meeting is requested, the General Manager shall give a written answer to the Union within ten (10) calendar days after receiving the grievance under this step.

Step III:

If the grievance is not satisfactorily adjusted or otherwise resolved as provided in Step II, the Union shall make a written request within ten (10) calendar days from the date of receipt of the General Manager or his designee's second step response (a copy of which will be simultaneously sent to the General Manager) to the Federal Mediation and Conciliation Service for the names of seven (7) arbitrators. The parties shall alternately strike names until one (1) remains. This arbitrator will be appointed to hear the grievance.

29.03 It is agreed that the decision or award of any arbitrator shall be final and binding upon the parties. The authority of the arbitrator shall be limited to determining grievances arising under and during the term of Agreement. The arbitrator shall not legislate and shall have no authority to modify, alter or change any of the terms of this Agreement.

- 29.04 The fees and expenses for the arbitrator and the transcript of the arbitration hearing, if any, shall be borne equally by the parties. Each party shall bear the cost of its own exhibits, own transcript, witnesses and counsel.
- 29.05 Grievances not timely filed or submitted for arbitration as provided above shall be barred even though the parties continue to discuss said grievances. There will be no waiver of this provision unless it is mutually agreed to in writing by the Union and the Company.
- 29.06 The grievance procedure set forth herein shall be the remedy for any complaint of an employee or the Union as to any matter arising during the term of this Agreement and involving the interpretation or application of this Agreement.

Article 30

CHANGES REQUIRED BY LAW

30.01 To the extent the Company is required to adopt and implement any program or policy because of requirements imposed by any state or federal law, the Company reserves the right to adopt and implement such a program or policy.

Article 31

NON-DISCRIMINATION

31.01 The Company and the Union agree that there shall be no unlawful discrimination on the basis of race, creed, color, sex, national origin, religion, age, disability, union activity, or other basis prohibited by applicable state or federal laws or regulations. Because of the availability of state and federal forums for the resolution of such complaints of discrimination, it is agreed and understood that the provisions of this Article shall not be subject to the arbitration provisions of this Agreement.

Article 32

UNION BUSINESS

32.01 Members of the Union when delegated or elected to transact bonafide business pertaining to the Local Union, shall upon written application therefore made at least fifteen (15) days prior, be granted time off without pay.

Article 33

HEALTH AND SAFETY

33.01 The Company will provide sufficient opportunities for the employees to attend the required number of monthly safety meetings per year during their normal shift schedule.

33.02 The Union shall appoint a Health and Safety member from the Bargaining Unit to act as a representative on the Regional Health and Safety committee. The Company will pay for reasonable travel, meal, and accommodation costs associated for this Committee member to attend the five day USW Annual Health and Safety Conference. Enbridge Expense policies shall apply. The Bargaining unit member attending this conference shall be compensated as per their regular working schedule.

Article 34

DISCIPLINE

34.01 The Company shall have the right to discipline employees for conduct that violates the Company's policies, procedures and rules. All discipline is subject to just cause. All disciplinary actions initiated by the Company are subject to the grievance and arbitration process. A grievance contesting a suspension or termination shall be filed in accordance with the arbitration process, commencing with Step 2. The Company shall provide the Union with a copy of all disciplinary letters.

34.02 The Company will follow progressive discipline principles. A disciplinary letter placed in an employee's file shall be removed after 2 years, provided no further disciplinary letters are placed in the file during that 2 year period.

APPENDIX A

FIXED HOURLY WAGE CHART

Effective Date	Operations Technician & Relief Operations Technician	Right of Way Technician	Control Center Operator & Relief Center Operator
Sept. 4, 2017	\$36.19	\$37.44	\$40.25
Sept. 4, 2018	\$36.73	\$38.00	\$40.85
Sept. 4, 2019	\$37.28	\$38.57	\$41.46

Note: Also see article 10 – Rates of Pay, with regards to new employees with less than 6 months of service.

Letter of Understanding # 1
RE: Dustin Hodge

Dustin Hodge has first right of recall/refusal of Relief Operations Technician position, upon opening becoming available.

Letter of Understanding # 2
RE: Wellness Program/Stellar

The Union will participate in the Wellness Program, and the Stellar recognition program and will receive pay outs accordingly based on the program policy.

Memorandum of Understanding
RE: Wood River/Patoka – Family Sickness

The parties of this Collective Agreement agree to settle the Wood River/Patoka matter by removing reference to these regions in article 2.02, and the Note: section of the recognition clause. For clarity article 2.02 and the NOTE: section will now read as follows.

2.02 Non-bargaining unit employees will not be used to relieve or replace bargaining unit employees, nor to fill any job now performed by a bargaining unit employee, except for training new employees, and in case of emergency.

NOTE: Cushing Operations is defined as Cushing, and West Tulsa pipelines.

The Company will recognize one (1) day off at straight time in each calendar year (January 1-December 31). The time must be used in the calendar year that they are received, and cannot be carried over into the next calendar year. Employees who leave the Company's service before taking this day will not be entitled to have this day liquidated. The day is intended to be used exclusively for family sickness for immediate family members. These days will commence effective January 1, 2018.