

HYDRO ONE INC. ("HYDRO ONE")

("the Employer")

- and -

Labourers' International Union of North America,

Ontario Provincial District Council ("LIUNA OPDC")

("the Union")

May 1, 2007 – April 30, 2010

Table of Contents

Article 1 - RECOGNITION4
Article 2 - CONTRACTING AND SUBCONTRACTING7
Article 3 - ACCREDITED UNION REPRESENTATIVES7
Article 4 - UNION STEWARDS.....7
Article 5 - ADVANCE NOTICE.....8
Article 6 - WORK ASSIGNMENT9
Article 7 - JURISDICTIONAL DISPUTES10
Article 8 - UNION SECURITY.....10
Article 9 - EMPLOYMENT12
Article 10 - KEY TRADESMEN.....13
Article 11 - HIRING, TRANSFER AND RECALL14
Article 12 - PROJECT LAYOFF PROCEDURE.....19
Article 13 - FOREMEN20
Article 14 - WAGES21
Article 15 - PAY PROCEDURE22
Article 16 - CALL-IN PAY23
Article 17 - REPORTING PAY ON 8 HOUR AND 10 HOUR SHIFTS23
Article 18 - INCLEMENT WEATHER PAY24
Article 19 - DAILY TRAVEL ALLOWANCE.....24
Article 20 - DAILY TRAVEL TIME27
Article 21 - TRAVEL AND TRANSPORTATION.....27
Article 22 - STANDOFF.....29
Article 23 - REST PERIOD30
Article 24 - LUNCHROOM FACILITIES30
Article 25 - MEALS ON OVERTIME30
Article 26 - TOOLS AND CLOTHING31
Article 27 - PROTECTIVE CLOTHING AND EQUIPMENT33
Article 28 - HOURS OF WORK33
Article 29 - SHIFT DIFFERENTIAL RATE36
Article 30 - OVERTIME RATES.....37
Article 31 - STATUTORY HOLIDAYS38
Article 32 - GRIEVANCE PROCEDURE38
Article 33 - ARBITRATION40
Article 34 - NO STRIKE – NO LOCKOUT41
Article 35 - BENEFITS.....41
Article 36 - VACATION PAY42
Article 37 - ABORIGINAL CONTENT COMMITMENT.....43
Article 38 - PREMIUMS43
Article 39 - TERM OF AGREEMENT43
Appendix 'A'.....44

Appendix 'B'	46
LETTER OF UNDERSTANDING no. 1	48
statement OF UNDERSTANDING No.2	49
statement OF UNDERSTANDING No.3	50

ARTICLE 1 - RECOGNITION

1.01 Hydro One recognizes the union as the exclusive bargaining agency for a bargaining unit comprising of all employees and foremen of Hydro One Inc. and Hydro One Networks Inc. as defined below engaged in all construction industry work* performed in the electrical powers systems sector in the Province of Ontario on Ontario Power Generation Inc. (OPGI), Hydro One and Bruce Power LP property for the bulk power system, save and except the building of commercial-type office facilities at urban locations remote from operating facilities.

“*” The work encompasses:

- construction of new facilities
- additions to existing facilities
- major
 - modifications
 - rehabilitation
 - reconstruction of existing facilities

For the purposes of clarity, the bulk power system comprises generating stations, hydraulic works, heavy water facilities, transmission lines (voltages over 50kV), transmission stations, microwave and repeater stations.

The work described above shall include work on property acquired by Ontario Power Generation Inc (OPGI), Hydro One and Bruce Power LP for:

- (a) the supply of aggregate and concrete used in the construction of said facilities; and
- (b) ancillary material yards which are defined as property acquired by Ontario Power Generation Inc (OPGI), Hydro One and Bruce Power LP for the storage of materials to be used on a project by Employers.

The term “employee” shall include all employees of Hydro One in the classifications set out below:

- | | |
|----------|--------------------------|
| Group I | Watchman |
| Group II | Labourer |
| | Heaterman |
| | Power Sweeper Operator |
| | Siamese Blowgun Operator |

- Carpenter Helper
 Flagman
 Signalman
 Spotter
 Janitorial Cleaner (Construction Site)
 Area Captain (BHWP)
- Group III Formworker (Lakeview and Pickering Projects only)
- Group IV Conveyor Belt Attendant
 Scaler
 Wrecker – Demolition of Complete Buildings
 Yardman – Used Building Materials
 Form Stripper
 Powderman Helper
 Air Trac Driller Helper
 Bricklayer Helper / Mason Tender
 Stressing Operating Helper – Post-Tensioning and Prestressing
 Caulker including Tile and Concrete Pipe
 Grouter Operator (not machine)
 Portable Compressor Operator
 Small Pump Operator
 Pipe Layer
 Small Mixer Operator
- Group V Concrete Worker
 Floatman
 Puddler
 Screedman
 Mortarman
- Group VI Air Tool Operator
 Concrete Core Drill Machine Operator
 Jackhammer Operator
 Tamper Operator
 Chainsaw Operator
 Vibrator Operator
 Electrical Tool Operator
 Pressurized Grouterman
 Bomag Operator
 Scootcrete Operator
 Chipping Hammer Operator
 Concrete Breaker
 Jackleg Operator

Rocksplitter Operator
Farm Tracker Operator
Tool Crib Attendant
Building Labourer (Lines and Stations only)
Stump Cutter Operator
Stress Operator Post-Tensioning and Prestressing
Welder – Post-tensioning and Prestressing

Group VII Powderman

Group VIII Air Trac/Hydraulic Drills and Self-Propelled Hydraulic Drills

Group IX Diamond Driller

The term "foreman" shall include all foremen between the ranks of, but not including, working foreman and general foreman, save and except those described hereunder.

1.02 When the crew¹ size is five (5) or less, including the foreman, the foreman may be required to work with the tools of the trade. The foreman, if already eligible to act as a working foreman during the normal scheduled hours of work, will not act as a working foreman on overtime.

The "Wages", "Shift Differential Rate", "Benefits", "Overtime Rates" and "Hours of Work" Articles of this Agreement do not apply for work such as driveway and parking lot construction, railroad construction, landscaping, precast concrete erection, fencing or demolition. When such work is undertaken, the classifications, wages, weekly hours of work, shift differential rate and overtime rates appropriate for the class and character of work shall be as established by the nearest influencing representative agreements between locals of the Union and builders' exchanges, contractors' associations or contractors for the class and character of work.

For tunneling work the wages, classifications, shift differential rates, compressed air premiums, hours of work and other individual employee working conditions shall be as set forth in the Tunnel Schedule of the Collective Agreement between the Heavy Construction Association of Toronto and the Labourers' Union.

1.03 Hydro One and the Union agree the use of nomenclature is meant to refer to both genders.

¹ A crew is defined as the foreman and the total number of tradespersons directly supervised

ARTICLE 2 - CONTRACTING AND SUBCONTRACTING

2.01 Hydro One will maintain its current "labour requirements" practice for the term of this agreement. For clarity purposes, the labour requirements documentation will be modified where necessary to reflect the new collective agreement between Hydro One and LIUNA OPDC in place of EPSCA/LIUNA collective agreement. For further clarity the labour requirements documentation will require contractors/sub-contractors to apply the terms and conditions of this collective agreement if and when the work being performed falls under this agreement. LIUNA OPDC agrees that contractors who are signatory to other LIUNA collective agreements will apply the terms and conditions of the Hydro One LIUNA OPDC collective agreement when performing work on Hydro One property or performing work on Hydro One assets which are located on Bruce Power or OPG property. The parties acknowledge that this collective agreement does not change nor alter the existing practices with respect to contracting out to non-union contractors.

ARTICLE 3 - ACCREDITED UNION REPRESENTATIVES

3.01 The senior representative of the Union will designate local union representatives as Accredited Union Representatives to handle the day-to-day administration of this Agreement on the basis of not more than two representatives from the Union for each Major Project and a suitable number for the Construction and Services Division. The Union will notify Hydro One, in writing, of the names of such Union representatives or alternates in the event of illness or unavailability, so that they may be issued identification cards to permit entry to the site. Such representatives, after identifying themselves to the Employer representative upon entering the job site, will be free to observe the progress and conduct of the work and to conduct normal union business. The Union undertakes that these representatives will not hinder or interfere in any way with the said work.

3.02 An Accredited Union Representative may be appointed by LIUNA OPDC to be his designate in matters requiring the involvement of LIUNA OPDC. The LIUNA OPDC Representative will inform the Employer representative, in writing, of the name, duration of, appointment and function of such designate.

ARTICLE 4 - UNION STEWARDS

4.01 The Accredited Union Representatives shall inform the appropriate Employer Representative of the steward, in writing, of the names of all stewards, one of whom shall be designated Chief Steward, as they are appointed and when they cease to act as stewards, except as noted below. A steward, other than a Chief

Steward, shall exercise his duties only in respect to employees of his Employer. A Chief Steward, in order to carry out his duties in respect to employees of other than his Employer, shall first involve the appropriate Employer Labour Relations Representative. A steward shall obtain permission from his immediate supervisor before leaving his work area for union business. Such permission shall not be unreasonably denied.

4.02 The Union shall receive written notice before the employment of a steward is terminated by his Employer, and provided the steward is able to perform the work required, he will be the last employee to be retained by his Employer in a layoff/standoff situation.

4.03 The chief steward will be informed of all scheduled overtime. Where practical, a steward shall be given the first opportunity to work the overtime providing he is qualified to perform the work.

4.04 No foreman or subforeman shall be permitted to act as a steward.

ARTICLE 5 - ADVANCE NOTICE

5.01 Hydro One will advise the Union of all new construction Projects coming under the provisions of this Agreement for the construction field forces of the Employer.

Upon the request of the Union, Hydro One will convene a pre-job conference before work commences to discuss preliminary details of the proposed work to be performed and to establish conditions in accordance with this Agreement for the project. Hydro One will record the minutes of prejob conferences and forward them within fifteen (15) working days to the Union.

5.02 Subsequent prejob conferences will be convened by Hydro One before specific portions of work commence to discuss the final details of the work and to establish conditions in accordance with this agreement for that work.

5.03 Hydro One will provide written notice to the Union as far in advance as possible of new work and prejob conferences as noted in Sections 5.01 and 5.02 above. For work of less than one week's duration and requiring five (5) or less employees, prejob meetings must be arranged with as much advance notice as possible by Hydro One, but without formal notice, in writing, unless the prejob meeting has been waived by the parties.

ARTICLE 6 - WORK ASSIGNMENT

6.01 (a) A markup process will be utilized when an Employer intends to perform work on a project site². The purpose of this markup process is to indicate to the Union the work which is planned to be carried out by the Employer in order to minimize the potential for jurisdictional disputes.

(b) When work is to be performed on a project site and it meets the following criteria: same employer, same work, same project site, the markup process will not be required. This procedure shall not preclude a Union's right to contest previously disputed work.

(c) When an Employer has work that is less than 3 weeks duration and there are ten (10) or fewer employees covered by this Collective Agreement and/or applicable BTU agreement employed on this specific work, the Union will be notified of the scope of work and the Employer's proposed work assignments. The Union will have two (2) weeks from the date of notification to submit jurisdictional claims and supporting evidence to the Employer for consideration. The Employer will notify the Union of the final work assignments prior to the commencement of the work.

(d) All work that does not meet the criteria set out in clauses 7.01(b) or 7.01(c) will be reviewed and assigned at a markup meeting.

(e) Hydro One will provide written notice to the Union as far in advance as possible of markup meetings. The Union may attend these markup meetings, and every effort will be made to settle questions of jurisdiction before the work is expected to commence.

(f) The Employer who has the responsibility for the work shall make a proposed assignment of the work involved. The Employer shall be responsible for providing copies of proposed assignments to the Union in attendance at the markup meeting. The Employer will specify a reasonable time limit for the Union involved to submit evidence of their claims. The Employer will evaluate all evidence submitted and make a final assignment of the work involved. The Employer will advise the Union of the final assignments prior to the work commencing.

(g) Hydro One will record the proposed assignments and jurisdictional claims and forward a copy of them within fifteen (15) working days to the Union.

(h) The parties recognize that circumstances may arise, particularly with discovery and emergency work, where the process set out above may not be

² For the purposes of this Article, Lines and Stations is considered one project site

practical or possible, however reasonable effort will be made by the Employer to adhere to the appropriate trade jurisdiction.

ARTICLE 7 - JURISDICTIONAL DISPUTES

7.01 In the event there is a jurisdictional dispute which cannot be settled on a local basis by the Unions involved, it shall be submitted to the Ontario Labour Relations Board without permitting it to interfere in any way with the progress of the work at any time.

7.02 In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the Ontario Labour Relations Board as governed by 7.01 above, the arbitration board panel appointed by the Ontario Labour Relations Board pursuant to the Act is not authorized to award damages in respect of a mis-assignment of work only in the circumstances where the other unions involved in the proceedings is (are) equally restricted in their ability to claim for damages. However this clause 7.02 shall not apply where the Jurisdictional Dispute and the mis-assignment of work involves the same employer and the same work, and on the same job previously the subject of a Jurisdictional Dispute before the Ontario Labour Relations Board.

7.03 The board panel appointed by the Ontario Labour Relations Board will govern its decision pursuant to its normal criteria.

7.04 In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the Ontario Labour Relations Board as governed by 7.01 above, the decision of the panel of the Ontario Labour Relations Board will be final and binding upon the parties to this agreement with no further recourse to the Plan on the issue decided by the Ontario Labour Relations Board.

ARTICLE 8 - UNION SECURITY

8.01 UNION MEMBERSHIP

(a) Employees: As a condition of employment, all employees covered by this Agreement shall either be members of, or will apply for membership in, the Union within seven (7) days of employment. It shall also be a condition of continued employment that employees maintain their union membership in good standing.

(b) Foremen: As a condition of employment, all foremen covered by this Agreement shall either be members of, or will apply for membership in, the Union within seven (7) days of employment. It shall also be a condition of continued employment that foremen maintain their union membership in good standing.



8.02 UNION DUES AND CHECKOFF

(a) The Employer agrees to deduct from each employee covered by the terms of this agreement working dues at the rate provided for in the applicable Local Union Schedule which shall be remitted to the Secretary-Treasurer of the applicable Local Union by the fifteenth (15th) day of the month following the month in which such deduction was made.

(b) Ontario Provincial District Council working dues consisting of twenty-five cents (\$0.25) per hour shall be deducted and remitted by the Employer directly to the Labourers' Pension Fund of Central and Eastern Canada, along with the pension contributions, this amount shall increase to thirty-five cents (\$0.35) May 1, 2008.

(c) The amounts of the Ontario Provincial District Council working dues deductions, as well as the recipient of said deductions, may only be altered by the Secretary-Treasurer of the Ontario Provincial District Council in accordance with Article 8.02 (f) below.

(d) The Employer shall, when remitting such dues, submit a list of names and social insurance numbers (where permissible under applicable legislation) for and on whose behalf such deductions were made, on one (1) Standard Benefits Form showing all applicable deductions and/or contributions.

(e) The aforesaid remittances shall be made directly by the Employer as aforesaid notwithstanding anything contained in any other article, Appendix or Schedule to this Agreement.

(f) Wage Schedule, dues and remittance changes are to be provided in writing to Hydro One and changes shall only take place during the months of April and November of each calendar year. The effective date of such changed wage schedules, dues and remittances shall be within 30 days of receipt of such notice.

The above-noted time frame shall not apply proceeding contract ratification for a period of forty-five days.

8.03 The Union may designate dues from any of the following options:

- (a) a fixed dollar amount per month;
- (b) a fixed percentage of vacationable gross earnings per month;
- (c) a fixed cents per hour worked or paid;

(d) a fixed cents per hour worked or paid plus a fixed dollar amount per week or month;

(e) a fixed dollar amount per month plus a percentage of vacationable gross earnings.

Regardless of the option selected, the Employer will only remit monies to a single location. Any redistribution is the responsibility of the Union. By mutual agreement with the Union, an Employer may elect to continue current administrative practices relative to the deduction of union dues.

ARTICLE 9 - EMPLOYMENT

9.01 (a) For purposes of this Article, a geographic area will be established for each Major Project and geographic areas for Construction and Services Division. The size of these geographic areas will be dependent upon the location of the work and the trade concerned.

(b) The boundaries of the geographic areas will be jointly established at pre-job conferences.

9.02 An office will be established by Hydro One, or the Employer with the approval of Hydro One, for each Major Project. A purpose of this office will be to co-ordinate employment as specified in this Article.

9.03 Hydro One, or the Employer with the approval of Hydro One, and the Union will exchange the names of their representatives in each of the areas described in 9.01 (a), who will be responsible for co-operating in the referral and employment of reliable and competent union members.

9.04 Hydro One or the Employer with the approval of Hydro One, will notify the appropriate Unions of future manpower requirements for all employees coming within the scope of this Agreement.

9.05 Where key tradesmen are required, Employers reserve the right to employ and transfer key tradesmen to effectively utilize their special skills, having regard for the special requirements of thermal, nuclear or hydraulic generation projects and transmission and transformation construction. The employment of key tradesmen and tradesmen employed through the Employment Request Article will be negotiated between Hydro One, and the Union.

9.06 The employment of additional tradesmen, excluding key tradesmen and tradesmen employed through the Employment Request Article, shall be carried out on the following basis and sequence:

(a) The Hydro One office, or the Employer with the approval of Hydro One, will request the local union office for tradesmen as required. The request will include a description of the work, the number of qualified tradesmen required, and the name of the Employer for whom the tradesmen will be working.

(b) The Union members who are resident in the designated geographic area will be referred by the Union for employment through the Hydro One office. As much as their out-of-work lists will permit, the Union will supply members on a fan-out basis from the project or work location. The Employers will either hire such persons or substantiate their reasons, in writing, for not doing so. The union will co-operate with the Employer and advise Hydro One of the name, address and telephone number of members being referred for work with Lines and Stations construction as soon as they are known.

(c) If, after a request has been made, the Union is unable to supply sufficient tradesmen to meet the manpower requirements of the Employers, the Employers may employ tradesmen who are resident within the geographic area. Such tradesmen shall comply with the requirements of Article 8 of this Agreement. Hydro One shall promptly notify the Accredited Union Representative, in writing, of the names, addresses, date of hire, social insurance numbers, telephone numbers, job location and classification of the persons hired.

(d) Once the supply of suitable tradesmen within the geographic area has been exhausted and additional tradesmen are required, Hydro One will contact the LIUNA OPDC Representative, or his designee, in order to determine whether suitable union tradesmen are available outside of the geographic area. Hydro One will co-operate in providing employment to such union tradesmen on the basis that they be supplied from the nearest location where they are available.

9.07 Notwithstanding the provisions of Articles 9.05 and 9.06, re-employment as required by the Workplace Safety and Insurance Board shall not be a violation of this collective agreement nor be subject to the provisions of Articles 32 and 33.

ARTICLE 10 - KEY TRADESMEN

Employers reserve the right to transfer tradesmen from one location to another to effectively utilize their special skills, having regard for the special requirements of thermal, nuclear or hydraulic generation projects and transmission and transformation construction.

10.01 The number of key tradesmen to be transferred will be jointly determined at a pre job conference as provided for in Article 5 - Advance Notice.

10.02 All key tradesmen, requested by the Company and agreed to by the Union, must obtain clearance from the Local Union and the local Hydro One office before commencing work.

ARTICLE 11 - HIRING, TRANSFER AND RECALL

TRANSFER PROVISIONS - ALL LOCALS

The parties agree an employer is allowed to transfer employees within the geographic area of the Local Union for projects covered by this collective agreement.

HIRING AND RECALL - LOCAL UNION PROVISIONS

Hiring and recall shall be as set out in the ICI collective agreement and as amended from time to time (excluding foremen -- see Article 13). As amendments take place, they will be incorporated in this Article.

Local 625 – Windsor

The employer shall have the prerogative, when adding to his workforce, to first re-hire any employees who are unemployed and have been in his employ during the preceding twelve (12) months, provided that they are in good standing.

Local 625 – Chatham

The employer shall have the prerogative, when adding to his workforce, to first re-hire any employees who are unemployed and have been in his employ during the, preceding twelve (12) months, provided that they are in good standing.

Local 1089 – Sarnia

The employer shall be permitted to recall former employees who are unemployed and registered at the local union office, provided he does so within a twelve (12) month period from date of layoff and said employees are in good standing with the union.

Local 1059 – London

No appendix provisions.

Local 1081 - Brantford (Cambridge)

The employer, when adding to his workforce, shall have the prerogative of first recalling any unemployed member in good standing with Local 1081, as long as the member has worked for ten (10) consecutive days previous to being recalled.

The member has to have been in his/her employ during the twelve (12) months of the date of rehire, and such employees shall retain a referral slip from the union within two (2) working days of the date of rehire.

Members of other local unions who have transferred into Local 1081 will not be eligible for recall unless the member has transferred into Local 1081 at least twelve (12) months prior to the date of recall,

Members that transfer out of Local 1081 with a company and back, will have the right to be recalled within twelve (12) months of his return to membership in Local 1081.

Local 837 - Hamilton

The employer agrees to employ only members of the union in good standing during the term of this agreement and will call the union for its needed supply of men. The union, upon request, will supply the employer with two (2) former employees and for additional men thereafter, on the basis of twenty-five per cent (25%) ratio of former employees who were employed by the contractor in the past six (6) months prior to the job award.

Local 837 - St. Catharines (Niagara)

No appendix provisions.

Local 506 - Toronto

The employer may name hire up to fifty per cent (50%) of the total crew within each project, provided that:

- (a) The person is a member in good standing of Local 506.
- (b) The member is registered on a Local 506 work referral list and is currently unemployed as a result of layoff or if for any other reason has been registered for two (2) weeks or more.
- (c) The employer notified the union hall directly with the request to name hire any individual member and at the same time provide the request

for hall referrals to comply with above requirements. The employer may hire the odd-numbered member only with consent of the union. Such consent will not be unreasonably denied.

Local 506 – Barrie

(Simcoe County Schedule)

The employer may name hire up to fifty per cent (50%) of the total crew within each project, provided that:

- (a) The person is a member in good standing of Local 506.
- (b) The member is registered on a Local 506 work referral list and is currently unemployed as a result of layoff or if for any other reason has been registered for two (2) weeks or more,
- (c) The employer notified the union hall directly with the request to name hire any individual member and at the same time provide the request for hall referrals to comply with above requirements. The employer may hire the odd-numbered member only with consent of the union. Such consent will not be unreasonably denied.

Local 183 – Toronto and Simcoe County

The Employer shall, when adding to his workforce, rehire any employee who is unemployed and has been in its employ during the preceding twelve months, provided that he/she is in good standing with Local 183 and has not worked elsewhere since his last by off. Such employees shall obtain a referral slip prior to the commencement of employment. Lay off shall be by seniority and it is agreed that seniority shall be recognized throughout OLRB Area Nos. 8 and 18 (Simcoe County).

Local 183 (East) – Oshawa

The employer shall have prerogative, when adding to his workforce, to first rehire any employees who are unemployed and have been in his employ during the preceding six (6) months, provided that they are in good standing with Local 183. Such employees shall obtain a referral slip prior to commencing employment.



Local 183 (East) – Peterborough/Huntsville

The union agrees the employer may recall former employees for a period of up to six (6) months from date of layoff. The employer shall have the prerogative, when adding to his workforce, to first rehire any employees who are unemployed and have been in his employ during the preceding six (6) months, provided that they are in good standing with Local 183 (Such employees shall obtain a referral slip prior to commencing employment.

Local 247 – Kingston

The employer may name hire one (1) employee for each one (1) employee referred by the union.

Upon request, the union will supply the employer with the first employee name by the employer, the second employee will be referred by the union, and so on, alternately, until all labour requirements are filled. To be eligible for name hire, an employee must be a member in good standing of Local 247 and must have been registered on the union unemployment list for a period of not less than forty-five (45) days. The forty-five (45) day provision will not apply to Local 247 members who are re-name hired to the same employer.

Local 527 – Ottawa

When hiring, a request by the employer for a named individual who is a member in good standing of the union, registered on the out of work list, shall not be reasonably denied by the union. When hiring, the employer shall have the prerogative of first rehiring any employee who has been in his employ during the preceding twelve (12) months of the date of rehire and such employee shall first obtain a referral slip from the union.

Local 527 – Cornwall, Smith Falls, Arnprior

When hiring, a request by the employer for a named individual who is a member in good standing of the union, registered on the out of work list, shall not being reasonably denied by the union. When hiring, the employer shall have the prerogative of first rehiring any employee who has been in his employ during the preceding twelve (12) months of the date of rehire and such employee shall first obtain a referral slip from the union.

Local 527 – Hawkesbury/Pembroke

When hiring, a request by the employer for a named individual who is a member in good standing of the union, registered on the out of work list, shall not be reasonably denied by the union. When hiring, the employer shall have the

prerogative of first rehiring any employee who has been in his employ during the preceding twelve (12) months of the date of rehire and such employee shall first obtain a referral slip from the union.

Local 493 – Sudbury

The employer shall have the prerogative, when adding to his workforce, to first rehire any employees who are unemployed and who have been in his employ during the preceding twelve (12) months, provided they are in good standing with the union.

Local 493 – N.E. Miscellaneous

The employer shall have the prerogative, when adding to his workforce, to first rehire any employees who are unemployed and who have been in his employ during the preceding twelve (12) months, provided they are in good standing with the union.

Local 493 – Timmins

The employer may rehire former employees who have been in his employ during the preceding twelve (12) months who have remained in good standing with the union and are registered as out of work, to be eligible for rehire.

The employee must not have worked in the E.P.S. sector for any other contractor during that period. Subject to availability to perform the work, employees will be recalled in inverse order of layoff.

Hiring will be on the following basis:

- (a) 1st employee selected by the employer;
- (b) 2nd employee selected by the union;
- (c) 3rd employee selected by the employer; and
- (d) 4th employee selected by the union and this sequence to continue in this method for each employee.

Local 1036 – Sault Ste. Marie

The employer shall have the prerogative, when adding to his workforce, to first rehire any employees who are unemployed and who have been in his employ during the preceding twelve (12) months, provided they are in good standing with the union. The parties agree that after the fifth employee recalled as

above, the union shall have the right to include one (1) employee of its choice who may be designated as Steward for the project.

Local 607 – Thunder Bay

The employer may rehire former employees who have been in his employ during the preceding twelve (12) months, who have remained in good standing with the union and are registered as out of work provided that the employee(s) have not worked for another employer during that period.

Hiring will be on the following basis:

- (a) 1st employee selected by the employer;
- (b) 2nd employee selected by the union;
- (c) 3rd employee selected by the employer; and
- (d) 4th employee selected by the union and this sequence to continue in this method for each employee.

Should an employer elect to recall employees as above, then before the employer can utilize the hiring clause above, an equal number of employees as were recalled will be provided by the union.

ARTICLE 12 - PROJECT LAYOFF PROCEDURE

12.01 During staff reduction the Employer shall layoff the last employee hired, provided the remaining employees are able to perform the work currently underway.

12.02 Subject to Article 13.10, the employer shall have the right to move foremen from construction site to construction site.

When a requirement for foremen no longer exists, the treatment of foremen shall be as follows:

(a) Foremen who are transferred into, or hired as a Foreman at, a Hydro One construction site as a foreman shall be laid off as a foreman or transferred out to another Hydro One construction site as a foreman.

(b) An employee who has been promoted to the foreman level by the Employer during the course of his employment on a Hydro One construction site, shall not be subject to (i) above and will be reduced to a working position at such site. For layoff purposes, the employee will then be subject to Article 12.01.

ARTICLE 13 - FOREMEN

13.01 It is understood that foremen hold a key position in the relationship between the Employer and the Union. Both parties agree that every effort should be made to recruit and retain foremen who have a high degree of efficiency in the performance of their jobs and in the handling of their men. Recognizing the responsibilities involved in being a supervisor and a member of a Union, the Employer and the Union will make every effort to minimize problems that may arise which concern the relationship between the foremen, the Employer and the Union.

13.02 Foremen are the first level of management supervision and, as such, are management representatives. In this capacity, they will exercise duties and responsibilities, as established by their Employer, and will not work with the tools of the trade, except as specified elsewhere in this agreement. The parties recognize the responsibility of foremen to discharge their managerial duties. If the Union feels that a foreman is not discharging his managerial duties in a manner that is fair, equitable and without bias, or if an Employer feels that the Union is interfering with a foreman in the performance of his managerial duties, the Employer or the Union may refer the problem for resolution. If the matter cannot be resolved, the grievance procedure may be invoked by either party.

13.03 The selection and retention of foremen will be the responsibility of the Employer. When making appointments to the foreman level, the Employer will give consideration to those journeymen they presently employ. The appointment of foremen in charge of composite or mixed crews will take into account the nature of the work to be done.

13.04 In accordance with Article 8 Union Security and Article 13.03 above, the appropriate Union affiliation for foremen shall be determined, as follows:

- (a) Prior to Appointment:
 - i. Foremen appointed by internal promotion shall retain the Union membership held.
- (b) Foremen recruited externally shall:
 - (i) If a Union member, continue that Union membership; or
 - (ii) If not a Union member, join the Union in keeping with the nature of the work to be done.

13.05 The rate of pay for Foremen working in Lines and Stations shall be three dollars (\$3.00) per hour above the journeyman rate.

13.06 When the normal weekly hours of work are amended by the "exceptions" recognized under this Agreement, the weekly hours of work for foremen shall be the same as for the tradesmen represented by the Union with which the foreman is affiliated.

13.07 Foremen required to work shift work other than the regular day shift shall receive the same shift differential rate as the tradesmen represented by the Union.

13.08 Overtime rates for Foremen for work performed outside normal hours as defined in Article 28 - Hours of Work and outside hours of work amended by the "exceptions" recognized under this Agreement, shall be the same as for tradesmen represented by the Union.

13.09 The Employer agrees to pay into operative welfare, pension, and supplementary unemployment benefit plans on behalf of foremen. Payments will be made on the same basis and in the same amounts as are paid on behalf of tradesmen represented by the Union.

13.10 To maintain efficiency and productivity, an Employer shall have the right to move foremen from construction site to construction site, as determined at the pre job conference.

13.11 The Employer agrees to pay into operative apprenticeship and training funds on behalf of foremen. Payments will be made on the same basis and in the same amounts as are paid on behalf of tradesmen represented by the Union.

13.12 On a charge-out basis, the Employer shall supply foremen with protective clothing appropriate for the conditions under which the work is being done.

13.13 Foremen shall be accountable, but not liable, for gang tools used by their crew.

ARTICLE 14 - WAGES

14.01 Effective May 1, 2007 and until April 30, 2010, the rates of pay for employees in the classifications listed in Article 2 of this agreement shall be as set forth in the wage schedules attached hereto.

14.02 Hydro One shall provide the Union with current wage schedules.

14.03 The rate of the subforeman classification listed in Article 1.1 shall be the appropriate hourly rates for his classification plus \$1.75 per hour and shall be as set forth in the wage schedules attached hereto.

ARTICLE 15 - PAY PROCEDURE

15.01 NORMAL

(a) Employees shall be paid weekly and payment for any given week will be made not later than the sixth working day after the close of the payroll period, but in any event not later than Thursday of the following week. Except as provided for in 15.01(c) employees who are at work on Thursday and are not paid will be paid on Friday. Such employees will be released one (1) hour, with pay, prior to normal quitting time on Friday to enable them to cash their cheque.

(b) Wages shall be paid by the Employer on the job site, before quitting time, in cash or by cheque, payable at par in the locality of the job site. Accompanying each payment of wages shall be a statement, in writing, which can be retained by the employee, setting forth.

- (i) The period of time or the work for which the wages are being paid;
- (ii) The rate of wages to which the employee is entitled;
- (iii) The amount of wages to which the employee is entitled;
- (iv) The amount of each deduction from the wages of the employee and the purpose for which each deduction is made;
- (v) Any allowance or other payment to which the employee is entitled;
- (vi) The amount of vacation pay for which the employee is being credited;
- (vii) The amount of statutory holiday pay for which the employee is being credited; and
- (viii) The net amount of money being paid to the employee.

(c) In cases of inclement weather being declared on payday, employees will receive their pay before leaving the site provided it is available on the site.

15.02 ON TERMINATION

(a) An employee who voluntarily terminates his employment will be provided his final pay on the next regular payday.

(b) An employee who is laid off from a Lines and Stations construction site will have his final pay and termination documents mailed to his last known address on file with the Employer within eight (8) working days of termination. This does not preclude an employee being issued his final pay and termination

documents on the job prior to the five period. After 48 hours of notifying the Employer, the Employee will be entitled to four (4) hours at straight time for each normal workday for which there is non-compliance thereafter.

(c) An employee who is discharged shall be provided with his final pay immediately if the Employer's pay facilities are on site or as per 15.2(b) if the Employer's pay facilities are not on site.

(d) Employers will provide one hour's notice of layoff or one hour's pay in lieu of notice to employees who are to be laid off. When possible, the Employer shall notify the Local Union three (3) days prior to layoff.

(e) When an employee is laid off, he will be paid for a reasonable amount of time by the Employer if he is required to travel or wait unduly before he receives his final pay.

(f) In established cases of long-term sickness, compensable accident or jury duty, an employee will be maintained on the Employer's payroll until his normal date of layoff.

15.03 The parties agree to direct deposit for direct hire employees of Hydro One. An employer will provide assistance to employees who require assistance obtaining a bank account. Employers other than Hydro One may implement direct deposit with employee consent.

ARTICLE 16 - CALL-IN PAY

16.01 When an employee is called in to work outside of his normal hours of work, he shall receive a minimum of four (4) hours' work at the appropriate premium rate plus travel allowance where applicable. If the employee's normal hours of work commence within this four (4) hour period, the employee will be paid premium time from the time he commences work until the start of his normal hours and will revert to his normal hourly rate at the commencement of his normal hours of work.

ARTICLE 17 - REPORTING PAY ON 8 HOUR AND 10 HOUR SHIFTS

17.01 An employee who reports for work, unless directed not to report the previous day by his Employer, shall receive a minimum of a half shift's pay (4 hours or 5 hours) at the applicable rate when he reports for work, but is given no opportunity to work because none is available. This allowance will be paid to an employee if he is requested to report for any part of the first half of a shift and an additional half shift's pay (4 hours or 5 hours) will also be paid if he is requested to report for work for any part of the second half of the same shift. It is not intended

by this Section that an employee receive a reporting pay allowance greater than his pay for normal daily hours.

17.02 An employee in receipt of reporting pay shall also receive travel or board allowance, if applicable.

17.03 Notwithstanding that work is available and an employee is able to commence or continue work, the Employer may shut down a job to avoid the possible loss of human life because of an emergency situation such as H2S leaks, bomb threats, fire, etc., that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked.

ARTICLE 18 - INCLEMENT WEATHER PAY

18.01 An employee, who reports for work at the beginning of a shift and is unable to commence work due to inclement weather, will receive two (2) hours' pay at the applicable rate. To qualify, the employee must remain on the job site for two (2) hours, unless excused by an authorized representative of the Employer.

18.02 An employee who reports for and commences work, but is unable to continue work due to inclement weather, shall receive two (2) hours' pay at the applicable rate or pay for the actual time worked for that shift, whichever is greater.

18.03 An employee who qualifies for inclement weather pay shall also receive travel or board allowance, if applicable.

ARTICLE 19 - DAILY TRAVEL ALLOWANCE

DAILY TRAVEL ALLOWANCE

19.01 The daily travel allowance will be paid by the Employers to their employees who are not living in camp or receiving a subsistence allowance as referred to in Section 19.03 (ii) on the following basis:

(a) If an employee lives within forty (40) radius kilometres of the work location or declared assembly point, no travel allowance will be paid.

(b) If an employee lives within 40 to 56 radius kilometres of the work location or declared assembly point, he shall receive \$22.10 per day travel allowance, (\$22.60 effective May 1, 2008 and \$23.10 effective May 1, 2009,) for each day worked or reported for.

(c) If an employee lives within 56 to 80 radius kilometres of the work location or declared assembly point, he shall receive \$25.60 per day travel

allowance, (\$26.10 effective May 1, 2008 and \$26.60 effective May 1, 2009,) for each day worked or reported for.

(d) If an employee lives within 80 to 97 radius kilometres of the work location or declared assembly point, he shall receive \$29.10 per day travel allowance, (\$29.60 effective May 1, 2008 and \$30.10 effective May 1, 2009,) for each day worked or reported.

(e) If an employee lives greater than 97 radius kilometres from the work location or declared assembly point, and does not qualify for subsistence allowance under Section 19.03 below, he shall receive \$32.35 per day travel allowance, (\$32.85 effective May 1, 2008, \$33.35 effective May 1, 2009) provided he continues to travel greater than 97 radius kilometres daily for each day worked or reported for.

When an employee is directed to report to a location that involves travelling around a natural barrier, the distance around the natural barrier shall be the shortest distance measured by a series of straight lines. The sum of the distances of these straight lines shall be applied to the ring concept to establish the employee's travel allowance entitlement. A natural barrier is defined as any obstruction or impediment which creates an unreasonable relationship between radius kilometres and actual kilometres traveled.

19.02 The Employer reserves the right to base daily travel allowance on the distance in radius kilometres from where an employee lives to either the work location or declared assembly point, depending on where the employee is directed to report.

ROOM AND BOARD

19.03 The following conditions will apply for employees whose regular residence³ is more than 97 radius kilometres from the work location:

(a) An employer may supply either:

³ An employee's 'regular residence' is:

1. The place where the employee maintains a self-contained, domestic establishment (a dwelling house, apartment or similar place of residence where a person generally eats and sleeps and for which he can show proof of financial commitment). This is in contrast to a boarding house facility which is not self contained; and
2. The employee normally resides in the residence except for those periods of time when, because of the location of the work, the employee is forced to obtain temporary accommodation at that work location;
3. For metro areas (Toronto and Hamilton) the calculation of distance shall be from the employee's regular residence;
4. For all other areas, the calculation of distance shall be based on the location of the city or town hall of the municipality where an employee maintains a self-contained domestic establishment described above. In those municipalities where a city or town hall does not exist, then the post office serving his regular residence will apply

- (i) Room and board in camp or a good standard of board and lodging; or
- (ii) A subsistence allowance;

Subject to Sections 19.03(b) and (c) below.

(b) An employee may exercise his option not to stay in a camp or accept room and board. An employee who exercises this option and qualifies for subsistence allowance shall receive a subsistence allowance of \$79.00 per day, (\$80.00 effective May 1, 2008 and \$81.00 effective May 1, 2009) for each day worked or reported for subject to Section 19.03(c) below.

(c) To qualify for subsistence allowance an employee must maintain temporary accommodation at or near the work location. Employees who travel daily to locations beyond 97 radius kilometres from the project will be entitled to \$37.85 per day, (\$38.35 effective May 1, 2008 and \$38.85 effective May 1, 2009) for each day worked or reported for.

(d) When an employee's regular residence is more than five hundred (500) radius kilometres from the project, and the job or project is worked on a four ten (4x 10) hour work week, the employee shall receive room and board allowance on a five day basis for a regular work week. If the employee is required to work an additional ten (10) hour shift beyond the normal four ten (4x10) hour shift, the employee will be entitled to room and board allowance for an additional ten (10) hour shift worked to a maximum of seven (7) days room and board in a week.

19.04 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 19.01 and 19.03 above, when such employee reports for work but does not remain at work for his scheduled daily hours unless excused by an authorized representative of his Employer. Such permission shall not be unreasonably denied.

19.05 An employee who maintained a regular residence within the geographic area for the purposes of employment and who relocates outside the geographic area will not be entitled to an increase in travel or room and board allowance entitlement as a result of this relocation.

19.06 The Union recognizes the Employer's right to charge for board and other existing services. The Employer fixes the charge for board and other existing services in camps at \$25.00 per day. This will be applied on the following basis:

(a) An employee who remains in camp on a normally scheduled workday on which he does not work will be charged \$25.00 per day unless he is excused from work by an authorized representative of his Employer.

(b) An employee who is absent from work on Friday without approval and who remains in camp and who is still absent from work on the following Monday without approval will be charged for room and board for Friday, Saturday, Sunday and Monday.

(c) An employee who is absent from work without approval on Friday but who works the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.

(d) An employee who works the Friday and is absent from work without approval on the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.

ARTICLE 20 - DAILY TRAVEL TIME

20.01 All travel time will be outside of normal working hours.

20.02 (a) An employee will be paid his straight-time rate for all time spent travelling from his assembly point to his work location on normal working days.

An employee will be paid premium time for all time spent travelling from his assembly point to his work location on days other than normal working days.

(b) An employee will travel up to a maximum of one hour on his own time when returning from his work location to his assembly point. An employee will be paid his straight-time rate for all time spent travelling in excess of one hour.

20.03 All time in excess of one hour spent travelling from the work location to the assembly point on non-working days shall be compensated for at the appropriate premium rates of pay.

20.04 The Employer will supply transportation between the assembly points and work locations.

ARTICLE 21 - TRAVEL AND TRANSPORTATION

21.01 INITIAL EMPLOYMENT

On recruitment of tradesmen who live between 80 to 161 radius kilometres from the project, the Employer shall pay \$25.00 for the initial trip to the project.

21.02 ONTARIO RESIDENTS

On recruitment of tradesmen who live in Ontario but beyond 161 radius kilometres from the project, the Employer shall pay as an allowance 25 cents per radius kilometre, plus travel time based on one (1) hour's pay for each 80 radius kilometres of travel to a maximum of eight (8) hours' pay, for the initial trip to the project from where the tradesman lives or place of recruitment, whichever is closer to the project.

21.03 NON-ONTARIO RESIDENTS

On recruitment of tradesmen who live outside Ontario and beyond 161 radius kilometres from the project, the Employer shall pay as an allowance the equivalent of the cost of public transportation plus travel time based on one (1) hour's pay for each 80 radius kilometres of travel to a maximum of eight (8) hours' pay, for the initial trip to the project from where the tradesman lives or place of recruitment, whichever is closer to the project.

21.04 To qualify for payment in 21.01, 21.02 or 21.03, the employee must remain at the project for a minimum of fifteen (15) working days or the duration of the job, whichever is lesser.

21.05 On termination of employment due to a reduction of staff, an employee entitled to payment under 21.01, 21.02 or 21.03 shall be entitled to return expenses calculated in the same manner as in 21.01, 21.02 or 21.03 above for the return trip from the project to the tradesman's regular residence or place of recruitment, whichever is closer to the project. An employee whose employment terminates for any reason other than reduction of staff shall not be eligible for return payment.

21.06 TRANSFER

When transferring employees, the Employer shall pay the equivalent of the cost of public transportation for the initial trip to the project from the employee's most recent work location. In addition, the Employer shall pay travelling time equivalent at straight-time rates up to a maximum of eight (8) hours.

ARTICLE 22 - STANDOFF

22.01 When unable to proceed with his work, an Employer may elect to Standoff part or all of his crew. The parties agree Standoff is not intended to circumvent the layoff procedure.

The Employer reserves the right to Standoff its employees without pay up to a maximum of ten (10) consecutive working days. Notification of Standoff will be made by the Employer during normal working hours. A Record of Employment will be issued upon the commencement of the Standoff. No travel allowance will be paid to an employee for the Standoff period. Subsistence allowance will only be paid when proof that temporary residence is being maintained is provided. Proof of residency will be in a form acceptable to Management such as a Landlord receipt, hotel/motel receipt, etc.

22.02 An employee who qualifies for subsistence allowance and who is placed on Standoff will be paid subsistence allowance up to a maximum of ten (10) consecutive working days.

22.03 If Standoff continues beyond ten (10) consecutive working days, an employee, at his option, may elect to remain on Standoff for an additional twenty (20) consecutive working days or be removed from Standoff. The Employer retains recall rights on employees electing to continue on Standoff. Subsistence allowance will cease after ten (10) consecutive working days on Standoff.

22.04 If an employee elects layoff beyond the tenth (10th) consecutive working day, it shall be carried out in accordance with the terms of the Layoff/Seniority provisions of this Collective Agreement. An employee laid off will be issued a Record of Employment form on his date of layoff indicating "Layoff - Shortage of Work". The Employer does not retain recall rights if the employee elects Layoff.

22.05 Standoff shall only continue beyond thirty (30) consecutive working days with the mutual consent of the Employer and the Union, in writing.

For the purpose of this Article, when working on a 4 x 10 hour shift arrangement, the following will apply:

- (a) Eight (8) scheduled working days will be considered the equivalent of ten (10) consecutive working days.
- (b) Sixteen (16) scheduled working days will be considered the equivalent of twenty (20) consecutive working days.

- (c) Twenty-four (24) scheduled working days will be considered the equivalent of thirty (30) consecutive working days.

ARTICLE 23 - REST PERIOD

23.01 For employees working normal hours, a fifteen (15) minute rest period will be allotted, at the time and in a reasonable location as directed by the Employer, for each half shift worked. Where a half shift is less than four (4) hours, there shall be no rest period.

23.02 For employees required to work overtime, a ten (10) minute rest period will be allotted prior to the end of the normal shift before commencing overtime work.

23.03 For employees working overtime, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, after each two hours of overtime worked.

ARTICLE 24 - LUNCHROOM FACILITIES

24.01 Adequately heated accommodation separate from change rooms and washrooms shall be provided by the Employer on each project when necessary and where such accommodation can be reasonably provided for. Such accommodation shall be weatherproof and shall be kept reasonably clean. A table and sufficient benches or seats for the employees on the job shall be provided in the accommodation. Trailerized or portable accommodation shall include tables, benches, light, heat maintained at a minimum of sixty-eight (68) degrees Fahrenheit, proper access and egress, and shall not be used for material storage.

ARTICLE 25 - MEALS ON OVERTIME

25.01 SCHEDULED EIGHT (8) HOUR SHIFTS

When an employee has not been notified the previous day that he will be required to work for more than two (2) hours beyond the normal quitting time of the first or second shifts or for more than three and one half (3 1/2) hours beyond the normal quitting time of the third shift, he shall be provided with a meal and be allowed thirty (30) minutes to consume same and the employee shall be paid at the base hourly rate of pay. This meal break will be taken following the first two (2) hours of overtime worked. After each additional four (4) is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and he shall be provided with a meal. The Employer will supply a hot meal when possible. Where an employee has been notified the previous day, no meal will be provided after the first two (2) hours of overtime worked, but the employee will be allowed

thirty (30) minutes to eat and be paid at the base hourly rate of pay. After each additional four (4) hours is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and he shall be provided with a meal.

When a paid meal period overlaps a rest period, the paid meal period will supplant the rest period.

The above-noted is not applicable to the first eight (8) hours worked on Saturdays, Sundays or Recognized Holidays for employees who normally work the first or second shifts.

The above-noted is not applicable to the first six and one half (6 1/2) hours worked on Saturdays, Sundays or Recognized Holidays for employees who normally work the third shift.

25.02 SCHEDULED TEN (10) HOUR SHIFTS

When an employee has not been notified the previous day that he will be required to work beyond his normal quitting time, prior to commencing the overtime work, he shall be provided with a meal and be allowed thirty (30) minutes to consume same and the employee shall be paid at the base hourly rate of pay. After each additional four (4) hours is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and he shall be provided with a meal. The Employer will supply a hot meal when possible. Where an employee has been notified the previous day, no meal will be provided prior to commencement of overtime work, but the employee will be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay. After each additional four (4) hours is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and he shall be provided with a meal.

The above-noted is not applicable to the first ten (10) hours worked on Saturdays, Sundays or Recognized Holidays for employees who normally work the first and second shifts.

When a paid meal period overlaps a rest period, the paid meal period will supplant the rest period.

ARTICLE 26 - TOOLS AND CLOTHING

26.01 An employee shall be required to provide himself with the ordinary hand tools of his trade, based on established trade union practices at the time of signing of this Agreement. Hydro One and the Union shall establish an appropriate

tool list for the trade. Employers may supply tools and equipment to employees. Employees receiving such tools and equipment shall be responsible for them in accordance with this Article.

The Employer will provide, insofar as is practical, separate facilities for storing tools but shall not be held responsible for losses, except as noted hereunder:

(a) When personal tools valued in excess of \$15.00 are lost due to fire, the Employer will consider the full estimated value on the merit of each case in determining replacement or payment. This will include only personal tools that a tradesman is required to have to perform his normal duties with his Employer.

(b) The Employer will compensate his employees for ordinary hand tools and clothing lost by theft from locked storage provided by him for his employees. Claims must be submitted, in writing, and must provide substantiating evidence of forcible entry to locked storage. Payment or replacement for personal clothing lost by theft on the work site shall be limited to clothing that a tradesman is required to have to perform his normal duties with his Employer.

In the event of loss by fire at an Employer's camp or on the work site in an Employer designated storage area, replacement or payment of the full estimated value in excess of \$15.00 but not exceeding \$500.00 for the loss of personal clothing will be made by the Employer. Payment or replacement for personal clothing lost by fire on the work site shall be limited to clothing that a tradesman is required to have to perform his normal duties with his Employer.

26.02 An employee who has obtained tools from his Employer shall be allowed sufficient time, in the opinion of Management, to return such tools to his Employer during working hours. An employee receiving tools from his Employer shall be held responsible for the return of such tools in good condition, subject to normal wear and tear. On layoff, an employee will be allowed reasonable time to return tools to his Employer.

26.03 Gang tools are tools which are issued to a foreman and are used by one or more members of the crew. Gang tools shall be the responsibility of the Employer

26.04 Employers may supply additional tools and equipment to employees. Employees receiving such tools or equipment shall be responsible for them in accordance with this Article. Employees will immediately report the loss of any Employer supplied tools or equipment.

26.05 Power tools, torque wrenches and other gang tools are tools which are issued to a foreman and are used by one or more members of the crew. Such tools are not identified on trades' tool lists, nor are they the tools and equipment identified in 28.1 of this article.

ARTICLE 27 - PROTECTIVE CLOTHING AND EQUIPMENT

27.01 Employees must, at their own expense, provide suitable clothing for the performance of their regular duties. Employees are required to wear protective clothing and use protective equipment, as determined by the Employer, for the work being done, subject to sections 27.02 and 27.03 below.

27.02 The Employer shall provide suitable rainwear, when required.

27.03 The protective clothing and equipment covered in sections 27.01 and 27.02 of this Article that is provided by the Employer shall be charged out to the employee and the employee shall be responsible for the return of such clothing and equipment to his Employer.

No charge will be made against an employee for protective clothing which may be substantiated as having been lost or stolen due to circumstances beyond the employee's control. Any lost or stolen articles are to be reported to the supervisor immediately.

27.04 On abnormally dirty and /or corrosive work in which employees' clothes may permanently damaged, the Employer shall supply and maintain the appropriate protective clothing at no cost to the employee. Such protective clothing will remain the property of the Employer and will be returned by employee upon completion of the work involved.

ARTICLE 28 - HOURS OF WORK

28.01 One (1) or Two (2) Shift Operation

The weekly hours of work Monday to Friday inclusive shall consist of forty (40) hours for all employees of Employers covered by this agreement and working on a one (1) or two (2) shift operation except as described in Sections 28.02, 28.03, 28.04, 28.05, 28.06 and 28.07.

The weekly hours of work may be arrived at by having the employees work either:

- (a) Four (4) consecutive ten-hour shifts, Monday to Thursday or;
- (b) Four (4) consecutive ten-hour shifts, Tuesday to Friday;

(c) Five (5) consecutive eight-hour shifts but not concurrently on the same work program⁴.

(d) Employees will not be moved from work program to work program to circumvent overtime. Disputes arising from this Article are subject to the grievance procedure.

Each Employer will notify the Local Union of the weekly hours of work for each work program* at the site.

Weekly hours of work will be established for a minimum period of two (2) weeks.

If an Employer, with the approval of the owner, intends to change the weekly hours of work, a minimum of seven (7) days written notice shall be sent to the Local Union.

The start time for the day shift shall be 7:00 a.m. with a possible one (1) hour variance either way. The start time for the afternoon shift shall be immediately following the day shift or within two (2) hours either way to coincide with the end of the day shift.

The shift differential for those employees working the afternoon shift when a two shift operation has been established by the Employer will be one-seventh (1/7) for scheduled hours worked on that shift.

Three (3) Shift Operations

When a three (3) shift operation is established by the Employer, the following conditions will apply:

Those employees working on the day shift shall work eight (8) hours per shift at the straight time rate.

Those employees working on the afternoon shift shall work seven and one-half (7 1/2) hours per shift at the straight time plus the appropriate shift differential as set out in the Shift Differential Article of this agreement.

⁴ For the purposes of this section, a work program may be defined as work taking place on a site that could include the following:

- Outages
- Specific contracted scopes of work
- Various and different modifications in an operating plant where the owner dictates the hours of work or
- Subcontracts for a prime contractor where the prime contractor dictates the hours of work

Those employees working on the night shift shall work seven (7) hours per shift plus the appropriate shift differential as set out in the Shift Differential Article of this agreement.

28.02 The hours of work for such work as driveway and parking lot construction, railroad construction, landscaping, tunnelling, precast concrete erection, fencing or demolition, shall be as established in applicable local agreements for the class and character of work.

An applicable local agreement shall be an agreement between a local of the Union and a builders' exchange, contractors' association or contractor applicable in the locality of the project for the class and character of the work.

28.03 The weekly hours of work for structural steel erection shall be forty (40) hours made up of five (5) days of eight (8) hours each, Monday to Friday inclusive.

28.04 The weekly hours of work for site preparation and earth dams shall be 45 hours made up of five (5) days of nine (9) hours each, Monday to Friday inclusive.

28.05 The weekly hours of work for Watchmen shall be forty-eight (48) hours per week. Watchmen may be required to work up to twelve (12) hours per day.

28.06 The weekly hours for tunneling shall be forty (40) per week.

28.07 The weekly hours of work for mason tenders shall be forty (40) comprised of eight hour and one-half hours Monday through Thursday and six hours on Friday. All work in excess of the daily hours shall be overtime.

28.08 Shift Change

A shift will be deemed to be established providing at least four (4) consecutive days of a shift are to be worked excluding Saturdays, Sundays and recognized holidays. If an employee is removed from their scheduled shift prior to completing four (4) consecutive shifts, the employee will be paid shift differential for the balance of the four (4) consecutive shifts that would have been worked had the employee not been reassigned.

28.09 It may be necessary from time to time to vary the hours of work established in this Article. Any amendments to the hours of work will be established by mutual agreement between Hydro One and the Union.

28.10 LUNCH PERIODS FOR MAJOR PROJECTS AND HYDRO ONE CONSTRUCTION.

A lunch period will be given no earlier than four (4) hours and no more than five (5) hours after the start of the shift and will be one-half (1/2) hour in duration. A lunch period will be given no earlier than three and one-half (3 1/2) hours and no more than five (5) hours after the start of the third shift and will be one-half (1/2) hour in duration.

28.11 When an employee is required to return to work without an eight (8) hour break, all work performed shall be at the premium rate until such time as the employee receives an eight (8) hour break. This provision does not apply when a change in an employee's normal shift (as defined in this Article) occurs or to call-in situations.

ARTICLE 29 - SHIFT DIFFERENTIAL RATE

29.01 Employees required to work shift work, other than the regular day shift, shall receive a shift differential rate of one-seventh (1/7) for normal scheduled shift hours worked. Employees required to work shift work on the third shift of a three-shift operation shall receive a shift differential of one-fifth (1/5) for normal scheduled shift hours worked.

29.02 For employees required to work shift work on tunnelling, the following conditions will apply: Where three shifts are worked, the shift times shall be as follows, subject to variation by agreement of the Union and an employer:

- (a) 1st Shift: 7:00 am - 3:00 pm
- (b) 2nd Shift: 3:00 pm - 11:00 pm
- (c) 3rd Shift: 11:00 pm - 7:00 am

On such three shift tunnelling operations, it is agreed the meal break will be paid. Where three shifts are working involving payment of Saturday or Sunday overtime under the provisions of this agreement, it is agreed that shift premium, where applicable, will be paid in addition to the overtime. All second shift work to be paid at time and one-eighth the regular day shift rate, and all third shift work to be paid at time and one-seventh the regular day shift rate. On tunnel work, all hours worked on a second shift after 11:00 pm will be paid at third shift premium rate (time and one-seventh), but this does not apply when the regular quitting time for the second shift is 12:00 midnight.

29.03 Shift differential will not be paid on overtime hours.

ARTICLE 30 - OVERTIME RATES

30.01 Overtime rates are paid for work performed outside of normal hours as defined in the Article 28 - "Hours of Work"- of this Agreement and for work performed on Saturday, Sunday and the Statutory Holidays listed in Article 31 and shall be as set forth in the wage schedules subject to 32.02 below.

When an employee is required to return to work without an eight-hour (8-hour) break, all work performed shall be paid for at the applicable overtime rate until such time as the employee receives an eight-hour (8-hour) break. This provision does not apply to a shift change.

30.02 Effective May 1, 2007 until April 30, 2010 Hydro One shall amend wage schedules with respect to overtime to conform to the overtime rates of pay for the classifications listed in Article 1 of this Agreement paid in the locality by Employers under agreement with the Union for construction work of a related nature.

30.03 When overtime work is required, a minimum of one-half (1/2) hour's work will be provided.

30.04 WATCHMEN

Overtime rates for Watchmen (excluding tunnelling) shall be one and one-half times the basic rate for all hours worked outside of twelve (12) hours per day or in excess of forty-eight (48) hours per week.

Two times the basic rate shall be paid for all hours worked on the Statutory Holidays listed in Article 31 of this Agreement.

30.05 TUNNELLING

All work performed in excess of the regular working day of eight (8) hours from Monday to Friday inclusive, shall be deemed overtime work. The rate of wages shall be time and one-half the regular day shift rate. All work on Saturday, Sunday and recognized holidays shall be paid for at double the regular day shift rate, except where shift work is in operation. Time worked after midnight Friday night shall be paid for at the rate of time and one-half in respect of a shift commencing Friday evening and terminating not later than 7:00 am on Saturday morning.

30.06 Projects and Stations Only

The Chief Steward will be informed of all overtime and shall be given the opportunity to work providing he is capable to perform the available work. In

the event he declines the work, he shall be responsible to designate a steward to work the overtime who is qualified to perform the available work.

ARTICLE 31 - STATUTORY HOLIDAYS

31.01 Statutory Holiday pay rate shall be six (6) percent of vacationable gross earnings. Payment shall be made weekly on the employee's regular pay cheque.

The Statutory Holidays recognized under this Agreement are:

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

Recognized holidays falling on a Saturday or Sunday shall be observed on the following Monday. When Christmas Day falls on a Saturday or Sunday, it shall be observed on the following Monday and Boxing Day on the following Tuesday. When New Year's Day falls on a Saturday or Sunday, it shall be observed on either the preceding Friday or the following Monday.

Hydro One reserves the right to change the day of observance of a Statutory Holiday when such a holiday falls on a Tuesday or Thursday.

ARTICLE 32 - GRIEVANCE PROCEDURE

32.01 Grievances within the meaning of the grievance and arbitration procedure shall consist only of disputes about the interpretation or application of particular clauses of this Agreement and about alleged violations of this Agreement. In the event of any dispute concerning the meaning or application of any provision of this Agreement or a dispute concerning an alleged violation of this Agreement, there shall be no suspension or disruption of work, but such dispute shall be treated as a grievance and shall be settled, if possible, by Hydro One and the Union. In the interests of expediting the procedure, the parties shall process grievances in the following manner: The grievance procedure and arbitration procedure in Article 33 do not apply to jurisdictional disputes.

32.02 PRELIMINARY DISCUSSION

Disputes arising out of the interpretation or alleged violation of this Agreement should, if possible, be settled by discussion between the employee and/or his steward and the employee's supervisor. If the employee affected is a foreman, the

preliminary discussion will be between the Accredited Union Representative and the foreman's supervisor.

32.03 FIRST STEP

If a dispute cannot be resolved by this method, the Accredited Union Representative may file a formal grievance on the prescribed form with the Manager of Construction within fifteen (15) working days of the alleged grievous act. Within ten (10) working days of the filing of the grievance, the Manager of Construction shall investigate the grievance and convene a First Step meeting which he or the Accredited Union Representative considers necessary to resolve it.

The Management Committee shall be comprised of the Manager or their designate plus at least one representative of the Employer named in the grievance. The Union Committee shall include at least two persons, one of whom shall be the Accredited Union Representative for the grievor.

The Manager of Construction shall give his reply on the prescribed form to the Accredited Union Representative within five (5) working days from the date of the First Step meeting.

Copies of completed grievance forms signed by the appropriate parties shall be filed by the Manager of Construction with Hydro One Labour Relations. The Accredited Union Representative for the grievor will file a copy with the Union.

The Hydro One Representative will send a copy of any signed first step grievance settlement between the Accredited Union Representative and the Manager of Construction to the Union and Hydro One Labour Relations.

32.04 SECOND STEP

Within ten (10) working days after the disposition has been issued under the First Step of this procedure, the Accredited Union Representative may refer the grievance on the prescribed form to Hydro One Grievance Officer. A copy of the grievance form shall be forwarded by the Accredited Union Representative to the Representative of the Union.

The Hydro One Grievance Officer shall investigate the grievance and convene a meeting which he or the Representative considers necessary to resolve it and give his reply on the prescribed form to the LIUNA OPDC Representative of the Union within five (5) working days from the receipt of the grievance form which was completed at First Step.

The Management Committee shall comprise the Hydro One Grievance Officer plus two other Management Representatives, one of whom shall be a representative of the Employer named in the grievance. The Union Committee shall be comprised of at least the LIUNA OPDC Representative or his designate for the grievor. If the LIUNA OPDC Representative elects to appoint a designate, he shall inform Hydro One, in writing, of the name of the designate and the duration of appointment.

32.05 EMPLOYER OR UNION GRIEVANCES

The processing of Employer or Union grievances will begin at the Second Step Hydro One or the Union may submit either policy or specific grievances. Such policy or specific grievances shall be submitted within thirty (30) days of the alleged grievous act.

32.06 TIME LIMITS

The time limits as to both documents and procedures set out in the above sections shall be complied with by the parties to this Agreement provided, however, that the parties may mutually agree, in writing, in respect to an extension or waiver of any of the time limits imposed. Where no answer is given within the time limits specified in the grievance procedure, the employee concerned, the Union, or Hydro One shall be entitled to submit the grievance to the next step of the grievance procedure. Any grievance not processed within the time limits specified in the grievance procedure shall be deemed to have been settled and ineligible for arbitration.

32.07 Alleged unjustified termination, discharge, suspension or disciplinary action may be grieved beginning at First Step.

32.08 GRIEVANCE FACILITIES

Hydro One shall provide the necessary facilities for all grievance meetings.

ARTICLE 33 - ARBITRATION

33.01 If any dispute about the interpretation or application of particular clauses of this Agreement or about an alleged violation of this Agreement cannot be settled through the grievance procedure outlined in Article 32, the matter may be submitted within thirty (30) days of its failure of settlement by grievance procedure by either Hydro One or the Union to a Board of Arbitration for adjudication. The party desiring to submit the dispute to arbitration shall notify the other party, in writing, of its desire and the notice shall contain the name of the first party's nominee to an arbitration board. The recipient of the notice shall, within five (5)

working days, inform the other party of the name of its nominee to the arbitration board. The two nominees so selected shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint a nominee, or if the nominees fail to agree upon a Chairman, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The arbitration board, when selected or appointed, will proceed as soon as practicable to hear and determine the dispute and it shall issue a decision which is final and binding upon the parties and upon their respective members. The decision of a majority is the decision of the arbitration board, but if there is no majority, the decision of the Chairman governs.

33.02 The arbitration board shall have no power to add to or subtract from or modify any of the terms of this Agreement. The arbitration board shall not substitute its discretion for that of the parties except where the board determines that an employee has been discharged or otherwise disciplined for cause when this Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration. In such cases, the arbitration board may substitute such other penalty for the discharge or discipline as to the arbitration board seems just and reasonable in all circumstances. The arbitration board shall not exercise any responsibility or function of the parties. The arbitration board shall not deal with any matter not contained in the original statement of grievance filed by the party referring the matter to arbitration.

33.03 In arbitration proceedings, each party shall pay the fees and expenses of its nominee, whether appointed by the party or by the Minister of Labour for Ontario, and the fees and expenses of the Chairman shall be shared equally by the parties.

33.04 The time limits as to both documents and procedure set out in the above sections shall be observed by the parties to this Agreement provided, however, that the parties may mutually agree, in writing, in respect to an extension or waiver of any of the time limits imposed.

ARTICLE 34 - NO STRIKE – NO LOCKOUT

34.01 There shall be no strikes or lockouts so long as this Agreement continues to operate.

ARTICLE 35 - BENEFITS

35.01 The Employer agrees to pay into operative welfare, pension, prepaid legal and supplementary unemployment benefit plans, whether in addition to the

wage rates or deducted from the wage rates, for employees covered by this agreement. The amounts shall be as set out in the wage schedules attached hereto.

35.02 The Union agrees to supply the Employer with all information regarding the welfare, pension and supplementary unemployment benefit plans and also all administrative material that is required for the implementation of them. Should the welfare, pension or SUB plan contributions recognized under this Agreement change during the term of this Agreement then an adjustment may be made to the base rate. The total wage package will not be changed. Within three (3) weeks of receipt of an acceptable written notice from the Union, any changes to such contributions will be implemented. The effective date will be the date of implementation.

35.03 In the event an Employer is more than fifteen (15) days in arrears of the requirement to forward contributions and/or deductions to the Trustees by the fifteenth of the month following, the Employer shall pay as liquidated damages and not as a penalty an amount equal to two (2%) percent (equivalent to 24% per annum) for each month or part thereof that the contributions and/or deductions are in default for greater than fifteen (15) days provided the Employer has received five (5) days' written notice to correct such default. The trustees may require a delinquent Employer to pay for the costs, legal or otherwise, of collecting the amount owing, as outlined in the operative benefit plan trust documents.

35.04 The Trustees of the Employee Benefit Plans referred to in this Collective Agreement shall promptly notify the Union of the failure by any Employer to pay any employee benefit contributions required to be made under this Collective Agreement and which are owed under the said plans in order that the program administrator of the Employee Wage Protection Plan may deem that there has been an assignment of compensation under that said program in compliance with the regulation to the *Employment Standards Amendment Act, 1991* in relation to the Employee Wage Protection Program.

ARTICLE 36 - VACATION PAY

36.01 The Vacation Pay rate shall be four (4) percent of vacationable gross earnings*. Payment shall be made weekly on the employee's regular pay cheque.

A three (3) week leave of absence for the purpose of taking an annual vacation will be granted in the calendar year in which the employee completes one year of continuous service** with the Employer. In special circumstances, where the work schedule permits, additional time off may be granted an employee. The additional time off will not be unreasonably denied.

*"Vacationable gross earnings" means pay for regular hours, overtime, premium pay, shift differential, lines and stations daily travel time, retroactive pay adjustments, reporting pay, inclement weather pay, call-in pay, Saturday and Sunday premiums and trade training, but does not include payment for initial and return travel.

**Service will be calculated based on an employee's length of continuous service with his Employer.

ARTICLE 37 - ABORIGINAL CONTENT COMMITMENT

37.01 Where an aboriginal commitment has been established on a project, the Employer shall meet with Union and the parties will co-operate in meeting the content commitments.

37.02 For a project, or jobs within a project, that are less than \$100,000 field labour, and have aboriginal content commitments, the terms of the collective agreement will not apply to those aboriginal content commitments


ARTICLE 38 - PREMIUMS

38.01 When an employee covered by this Agreement is required to work from a bosun chair, swing stage, he/she will receive an additional forty-five cents (\$0.45) per hour for each hour worked.

ARTICLE 39 - TERM OF AGREEMENT

39.01 This Agreement shall continue in full force and effect from May 1, 2007 until April 30, 2010 inclusive, and thereafter it shall be considered automatically renewed for successive periods of two (2) years unless at least sixty (60) days prior to the end of any two (2) year period, either party serves written notice upon the other that it desires termination, revision or modification of any provision or provisions of this Agreement.

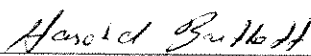
Witness Whereof, Hydro One and the Union have caused this Agreement to be executed in their names by duly authorized representatives at Toronto, this 13 day of DECEMBER, 2007.




For the Union



For Hydro One



Print Name



Print Name

APPENDIX 'A'

MOOSE RIVER BASIN: NORTHERN ONTARIO

Where the Employer elects to establish a camp, the following conditions will apply for employees working in the Moose River Basin:

CAMP CONDITIONS

- (a) An Employer may elect to provide free room and board in camp at no cost to the employee. Where the Employer elects to provide a camp such employees will not be entitled to receive a daily travel or room and board allowance.
- (b) When an Employer does not elect to provide free room and board in camp, the employee will be entitled to receive a daily travel or room and board allowance as set out in Articles 19.01 and 20.02.
- (c) An employee who remains in camp on a normally scheduled work day on which he does not work will be charged \$25.00 per day unless he is excused from work for a legitimate reason by the project medical attendant or an authorized representative of his Employer.
- (d) An employee who is absent from work without approval and who (1) remains in camp and is still absent from work the following day without approval will be charged \$25.00 for the day of absence and each successive day of unapproved absence.

HOURS OF WORK

The hours of work will consist of a 21 day cycle of fourteen (14) consecutive work days followed by seven (7) consecutive days off.

- (2) Regularly scheduled hours of work of ten (10) hours per day shall be paid at straight time hourly rates.
- (3) Regularly scheduled hours of work on Saturday, Sunday, Recognized Holidays, and the fifth (5th) consecutive weekday shall be paid at two times the straight time hourly rate.

WRAP AROUND

An employee shall qualify for a return trip from the project every second twenty-one (21) day cycle he is on the project on the following basis:

- (a) If an employee lives within 161 radius kilometres from the project, the Employer shall pay forty dollars (\$40.00).
- (b) If an employee lives greater than 161 radius kilometres from the project, the Employer shall pay as an allowance, forty dollars (\$40.00) plus travel time based on the equivalent of one (1) hour's base rate of pay for each eighty (80) kilometres from where the employee lives or place of recruitment, whichever is closer to the project.

APPENDIX 'B'

7-DAY COVERAGE (LINES AND STATIONS)

This shift schedule is intended for work greater than two (2) weeks in duration; however, it is recognized that unforeseen circumstances may require the cancellation of this schedule.

These provisions will only apply to work performed on Lines and Stations as follows:

- “for emergency work until the system is restored to the pre-emergent state”

If in the transition onto or off this 7-day shift schedule an employee would receive less than 40 paid hours in a pay period, the employee shall receive the difference between the total paid hours for that pay period and 40 hours' pay. This does not apply to those employees who are laid off during or at the end of the schedule.

The employee(s) shift schedule consists of four consecutive shifts (day, afternoon, or night) followed by four scheduled days off. Shift overlap may be required.

Shift work may be established by the Employer to provide seven days per week work coverage, on a one, two, or three shift per day basis. When this occurs, a specific shift arrangement will be established by the Employer detailing the shift schedule to be worked. The Employer will provide the Union with 48 hours' notice prior to the implementation of these shift provisions.

First Shift

Regularly scheduled hours of work, Monday to Friday inclusive, shall be paid at straight time hourly rates.

Second Shift

Regularly scheduled hours of work, Monday to Friday inclusive, shall be paid at straight time hourly rates, plus a shift differential which shall be equal to the Shift Differential as found in the collective agreement for this shift.

Third Shift

Regularly scheduled hours of work, Monday to Friday inclusive, shall be paid at straight time hourly rates, plus a shift differential which shall be equal to the Shift Differential as found in the collective agreement for this shift.

All Shifts

Regularly scheduled hours of work on Saturday, Sunday, Statutory and Recognized Holidays shall be paid the appropriate overtime rate for that trade. Recognized Holidays will be observed on the actual day on which the holiday occurs or as declared by legislation.

The rate for the shift will be based on the day in which the shift begins.

An unpaid lunch period of one-half hour shall be allowed to be taken no later than five hours after the commencement of a shift.

For employees working regularly scheduled hours, two fifteen (15) minute rest periods will be allotted at a time and location directed by the Employer for employees to rest.

It may be necessary, from time to time, to vary the established shift arrangements. When this occurs, a revised shift arrangement will be established.

LETTER OF UNDERSTANDING NO. 1

Between

HYRRO ONE

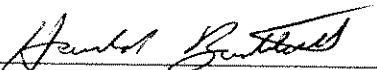
and

LIUNA OPDC

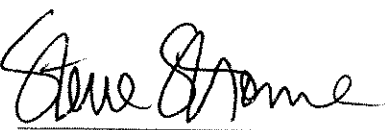
LINES AND STATIONS SENIOR FOREPERSON

If Hydro One should implement the classification of Lines and Stations (Transmission) Senior Foreperson, the rate will be established at three dollars and seventy-five cents (\$3.75) per hour above the local area journeyman rate.

Dated at Toronto, this 13th day of Dec, 2007



For the Union



For Hydro One

STATEMENT OF UNDERSTANDING No.2

BETWEEN:

HYDRO ONE

- and -


**LABOURERS INTERNATIONAL UNION
OF NORTH AMERICA**

ONTARIO PROVINCIAL DISTRICT COUNCIL

ROOM AND BOARD ALLOWANCE NORTH OF THE FRENCH RIVER

The Parties agree that individuals in the 80-97 kilometre radius ring working North of the French River will be eligible for room and board allowance if their actual road kilometres travelled exceeds 120 kilometres.

Dated at Toronto this 13th day of Dec, 2007.



For the Union



For Hydro One

STATEMENT OF UNDERSTANDING No.3



BETWEEN:

HYDRO ONE

- and -

**LABOURERS INTERNATIONAL UNION
OF NORTH AMERICA**

ONTARIO PROVINCIAL DISTRICT COUNCIL

MOOSE RIVER BASIN

Moose river Basin shall be defined as that part of the District of Cochrane, North of the fiftieth (50th) parallel of latitude which drains into the Moose River. Hydro One will meet with the Union to discuss and update this portion of the agreement when work is scheduled for that geographic location.

Dated at Toronto this 13th day of Dec, 2007.

Harold Bennett
For the Union

Steve Stone
For Hydro One

LETTER OF UNDERSTANDING

Between

HYDRO ONE INC.

-and-


LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA
ONTARIO PROVINCIAL DISTRICT COUNCIL ("LIUNA OPDC")

RE: The Family Day Public Holiday

In October 2007 the Ontario Government introduced a new public holiday, Family Day, to be celebrated on the third Monday of February. This Letter of Understanding will outline how this holiday will be recognized under the Collective Agreement.

1. Family Day will be added to the Holidays listed in Article 32.01.
2. The following language in Article 32.01 will be deleted from the Collective Agreement:

*"Hydro One agrees to recognize Heritage Day
when proclaimed by legislation"*



HYDRO ONE



LIUNA OPDC



May 2, 2007

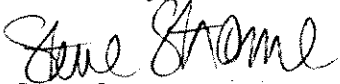
Mr. Harold Bartlett
Business Representative
LIUNA Ontario Provincial District Council
555 Burnhamthorpe Road, Suite 700
Toronto, Ontario M9C 2Y3

Dear Harold,

RE: IOPAA LETTER

Hydro One will sign the attached IOPAA letter that LIUNA OPDC proposed, subject to two conditions. First, signing it is contingent upon the parties successfully completing a two party settlement for the "on property" collective agreement. Second, the proposed letter, with no substantive changes, must be signed by all of the other affected parties prior to Hydro One signing.

Yours truly,



Steve Strome
Vice President
Labour Relations
Hydro One

INN ON THE PARK ACCORD ADDENDUM (attachment)

The signing Parties agree that the Inn On The Park Accord Addendum ("IOPAA") dated February 6, 1996 is revised to implement the following changes:

1. The Parties recognize that all references to Ontario Hydro are replaced with Hydro One Inc.
2. The Parties recognize that Hydro One Inc. replaces Ontario Hydro for all purposes of the IOPAA.
3. The Parties recognize that all references to Labourers' International Union of North America ("LIUNA") are replaced with the Labourers' International Union of North America, Ontario Provincial District Council ("LIUNA OPDC").
4. The Parties recognize LIUNA OPDC as the BTU signatory party to this agreement that replaces LIUNA for all purposes of the IOPAA.
5. The Parties recognize that "Building Trade Union" as defined in Article 4.01(14) are the "BTU" Unions signatory to the IOPAA.
6. The IOPAA does not apply to joint ventures as per Article 12 and only applies to trades work where Hydro One Inc. acts as a contractor as per Article 4.01(1)a. In Article 4.01(1)a the word "Contractor" refers to having direct responsibility for the performance of the trades work versus the design or project management components of a job.

Signed this 2nd day of May, 2007.

On behalf of

Steve Strome

Hydro One Inc.

[Signature]

Power Workers Union

Howard Bostick

Labourers' International Union of North
America, Ontario Provincial District Council

Larry Carr

BTU Chair

