

1 **CME INTERROGATORY #1**

2
3 **Reference:**

4 A-02-04-01 p. 3 of 10

5
6 **Interrogatory:**

7 At Exhibit A, Tab 2, Schedule 4, Attachment 1, page 3, Hydro One states that “As Hydro
8 One’s external engineering resources are trained to become more familiar with the
9 company’s approach and processes, internal engineers will transition from reviewing
10 external work for quality control to reviewing work for quality assurance with a view to
11 having them ultimately operate in the role of owner engineer.”

- 12
13 a) In the context of external engineering, what is the difference between reviewing work
14 for quality control, and reviewing work for quality assurance?
15
16 b) What benefits does Hydro One expect to achieve as the result of the creation of the
17 backlog, and the transition of internal resources to owners/managers?
18
19 c) Are the benefits in part (b) above going to manifest during the application term? If so,
20 please quantify them.
21

22 **Response:**

- 23 a) A quality control review is more granular and focuses on a review of the specific
24 engineering designs. A quality assurance review is higher level and focusses on
25 ensuring that the external engineering firms have appropriate processes and
26 procedures in place and that those processes and procedures are being followed.
27
28 b) The benefit of this approach is the ability to build scale and capacity without the need
29 to significantly increase the number of Hydro One staff, resulting in the ability to
30 bring additional project designs into a mature state of completion.
31
32 c) Yes, given that the work program is projected to increase over the next five years,
33 engagements with external engineering firms allow Hydro One to complete the
34 increased work program without significantly increasing the number of Hydro One
35 staff.

Witness: Andrew Spencer

1 **CME INTERROGATORY #2**

2
3 **Reference:**

4 A-02-04-01 p.7 of 10

5
6 **Interrogatory:**

7 At Exhibit A, Tab 2, Schedule 4, Attachment 1, page 7, Hydro One states that “The TCB
8 study combined Hydro One’s planned corrective maintenance and demand corrective
9 maintenance into a single “corrective maintenance” category. The TCB study did not
10 investigate the different definitions of corrective maintenance used by Hydro One and the
11 peer group.”

- 12
13 a) Did Hydro One discuss the TCB study’s approach regarding corrective and
14 preventative maintenance with the authors of the report? If so, please provide their
15 rationale for categorizing the maintenance programs. If not, why not?
16
17 b) Does planned corrective maintenance (Hydro One’s definition) generally cost more
18 than Hydro One’s planned maintenance for the maintenance of comparable
19 units/equipment?
20
21 c) What percentage of Hydro One’s planned corrective maintenance would be
22 considered preventative maintenance under INPO’s definition?
23

24 **Response:**

- 25 a) Navigant was retained to benchmark Hydro One using comparison metrics. The work
26 did not include an investigation into the definitions of corrective versus preventive
27 work done by other utilities.
28
29 b) This response has been prepared assuming CME meant “preventive maintenance” and
30 not “planned maintenance” on line 21 above. The scope and cost of planned
31 corrective maintenance is not comparable to preventive maintenance. Generally, the
32 work is different.
33
34 c) Hydro One cannot provide this percentage across all of its corrective maintenance
35 activities as the necessary information is not readily available and it would be a
36 significant undertaking to ascertain.

Witness: Donna Jablonsky

1 **CME INTERROGATORY #3**

2
3 **Reference:**

4 A-02-04-01 p. 9 of 10

5
6 **Interrogatory:**

7 At Exhibit A, Tab 2, Schedule 4, Attachment 1, page 9, Hydro One states: “The TCB
8 study recommended that Hydro One: (i) develop parameters and business rules for a two-
9 year rolling authorisation process; then (ii) reinstitute its earned value analysis to measure
10 project progress, establish performance metrics that use the forecasted monthly cash flow
11 and earned value analysis.”

12
13 a) When and why did Hydro One remove the earned value analysis in measuring project
14 progress?

15
16 **Response:**

17 a) In the past Hydro One performed earned value analysis only on very large, high
18 profile projects. The cost of implementing earned value analysis across the broader
19 portfolio was neither practical nor prudent. Hydro One is now in the process of
20 examining the level of cost and schedule control rigor to be used across the portfolio
21 and is considering a tiered approach which would involve greater cost and schedule
22 controls being implemented on projects of higher value and complexity and lesser
23 controls being implemented on smaller, simpler projects.

1 **CME INTERROGATORY #4**
2

3 **Reference:**

4 A-04-01 p. 1 of 13
5

6 **Interrogatory:**

7 At Exhibit A, Tab 4, Schedule 1, page 1, Hydro One States: “The RCI also includes a
8 Custom Capital Factor (“C”) that is designed to recover revenue related to new capital
9 investments that are placed in-service in each test year, as further described in this
10 Exhibit.”
11

12 a) Please confirm whether the capital factor will be applied to Hydro One’s working
13 cash amounts.
14

15 **Response:**

16 a) The capital factor has been applied to the revenue requirement components derived
17 from rate base which includes working capital. Please see Exhibit I, Tab 04, Schedule
18 LPMA-2 for a recast of table 2 which excludes working capital from the Capital
19 Factor.

1 **CME INTERROGATORY #5**

2
3 **Reference:**

4 A-03-01 p. 22 of 24

5
6 **Interrogatory:**

7 At Exhibit A, Tab 3, Schedule 1, page 22, Hydro One provided the Evolved Transmission
8 Regulatory Scorecard Results and targets. With regard to the scorecard:

- 9
10 a) Will Hydro One transmission's line clearing cost per kilometer benefit from the
11 adoption of the new vegetation management strategy brought forward by Hydro One
12 distribution? If so, please describe the impact. If not, why not?

13
14 **Response:**

- 15 a) Due to differences in design requirements and vegetation clearance distances, Hydro
16 One's distribution vegetation management strategy will not be adopted for use on
17 Hydro One's transmission right-of-ways. As a result, the transmission line clearing
18 cost will not be affected by the new distribution vegetation management strategy.

1 **CME INTERROGATORY #6**

2
3 **Reference:**

4 A-04-01 p. 9 of 13

5
6 **Interrogatory:**

7 At Exhibit A, Tab 4, Schedule 1, page 9, Hydro One states: "Hydro One proposes to
8 share with customers 50% of any earnings that exceed the OEB allowed regulatory ROE
9 by more than 100 basis points in any year of the Custom IR term."

- 10
11 a) Will the ROE used to calculate the earnings sharing be the 2019 ROE, or will it be the
12 OEB's allowed ROE for the year in question?
- 13
14 b) Is Hydro One proposing to normalize revenues in any way in the calculation of ROE?
15 If so, how?
- 16
17 c) Why is Hydro One not proposing to clear any amounts owed to ratepayers through
18 the ESM as part of the annual update process?
- 19
20 d) What interest rate does Hydro One propose will accrue to amounts owed to ratepayers
21 by virtue of the ESM?

22
23 **Response:**

24 a) The ROE used for 2020-2022 ESM calculation will be the amount that is built in to
25 rates in this proceeding. The current revenue requirement is based on 2019 ROE.
26 Hydro One plans to update the final revenue requirement at draft rate order stage to
27 reflect the OEB approved 2020 ROE.

28
29 b) Hydro One is proposing that revenue impacting items that are recorded in the year
30 which relate to prior years should be adjusted for in order to normalize the in-year net
31 income. Such items may include foregone revenue and CDM revenue.

32
33 For example, if a Decision for a rate application from 2020-2022 is received in 2021
34 and the applicable foregone revenue for 2020 is recorded in 2021, the 2021 ROE
35 calculation should exclude 2020 foregone revenue.

Filed: 2019-08-02

EB-2019-0082

Exhibit I

Tab 05

Schedule 6

Page 2 of 2

- 1 c) Hydro One's approach is consistent with page 28 of the OEB's Handbook for Utility
2 Rate Application which states that the assessment of earnings in an ESM should be
3 based on the overall earnings at the end of the term consistent with the OEB's
4 approach to limiting mid-term updates.
5
- 6 d) Hydro One will record interest on the balance in the sub-account using the interest
7 rates set by the OEB. Please refer to Exhibit H, Tab 01, Schedule 02, Attachment 03
8 for more information.

Witness: Stephen Vetsis, Joel Jodoin, Samir Chhelavda

1 **CME INTERROGATORY #7**

2
3 **Issue from Draft List:**

4 [Issue Group]

5
6 **Reference:**

7 A-04-01 p. 12 of 13

8
9 **Interrogatory:**

10 At Exhibit A, Tab 4, Schedule 1, page 12, Hydro One states: “Hydro One is proposing,
11 consistent with the Handbook, that the OEB’s Z-factor mechanism be available over the
12 term of this Custom IR Application.”

13
14 a) Please confirm the dollar value of Hydro One’s proposed materiality threshold.

15
16 **Response:**

17 a) Hydro One proposes to use a materiality threshold of \$3 million for Z-factor relief,
18 consistent with methodology outlined in sections 2.8.12 (Z-Factor Claims) and 2.1.1
19 (Materiality Thresholds) of Chapter 2 of the OEB’s *Filing Requirements for*
20 *Electricity Transmission Applications*.

1 **CME INTERROGATORY #8**

2
3 **Reference:**

4 TSP-01-01p. 7 of 58

5
6 **Interrogatory:**

7 At Exhibit B, Tab 1, Schedule 1, page 7, Hydro One states that “All original internal
8 audit items are now complete; Follow up internal audit shows lower overall risk level”.

9
10 a) Please provide the original audits and follow up audits to the extent that they are not
11 already part of the evidence.

12
13 **Response:**

14 a) Hydro One has further reviewed the content of the audit reports requested. Hydro
15 One understands that it is the recommendations and the actions described in the
16 requested audit reports that are relevant areas of inquiry in this proceeding. The
17 following two tables describe the recommendations and actions arising from the audit
18 reports.

1

Audit of Investment Planning (Report 2014-29)

Recommendation	Action Plan	Risk	Status
1. Governance and Controls			
Perform a formal risk assessment as per ERM Policy (SP0736) on an annual basis to ensure that business risks facing the planning organization are identified and mitigating actions are developed and tracked.	Planning will work with ERM Group to conduct a risk workshop to identify risks in achieving the planning business objectives.	Medium	Complete
Develop, review and approve sufficiently detailed policies, standards, procedures and guidelines to ensure a consistent risk-based approach to planning and decision making. This would require a review of the existing governance documents and ARIS process models for their accuracy and validity. Management has informed us that a Policy Review project is currently underway to consolidate policy and directive documents.	Conduct a review of processes, procedures, standards and guidelines to determine the need, effectiveness, currency and to ensure they are aligned with and support the Corporate Operational Policies. Establish a review cycle for these documents.	High	Complete
Clarify the timing and level of input to be sought by the planners from the service providers as they develop their plans. Define and communicate the required level of engagement with the service provider when investment plans are being developed to ensure that plans are based on asset needs rather than executability by the service providers.	At the annual LOB kick off, AM Processes and Tools will identify and seek input from the service providers to obtain their feedback on ideal timing and level of input required. Planning will also be in attendance to ensure agreement and consistency in approach.	High	Complete
Implement a formalized Quality Assurance process and related performance measures to assess the effectiveness of the “end-to-end” planning process. This would include: <ul style="list-style-type: none"> • a need identification and tracking process • guidelines on use and validation of AA data to assess needs and risks • QA reviews of Investment Summary Reports and feedback to planners • supporting document availability and review, and • realistic investment release dates. 	Quality expectations and the required metrics for the end-to-end process will be established and communicated by the Planning Organization.	High	Complete

Witness: Bruno Jesus

Recommendation	Action Plan	Risk	Status
<p>Formalize and track all process and tool related training being given to planners in their Learning Management System. Establish refresher training requirements whenever there are significant changes in process and tools.</p>	<p>The Planning Organization will assess all training requirements including the frequency of refresher training and mechanism for tracking training completion. We will develop an implementation plan that defines the accountabilities for creation and delivery of training material.</p>	<p>Medium</p>	<p>Complete</p>
<p>Document and communicate lessons learned after each planning cycle and use them for continuous improvement of the planning process.</p>	<p>AM Processes & Tools will document and communicate lessons learned after the 2016-2020 planning cycle.</p>	<p>Medium</p>	<p>Complete</p>
<p>2. Customer, Asset and System Need Assessment</p>			
<p>Request an audit of Asset Analytics data sources and algorithms to confirm that quality data and appropriate calculation methods are used for calculating the six Asset Risk Indexes for individual assets as well as asset groups.</p>	<p>SAP Data Audit on Asset and Maintenance data is already underway. The results of these audits will be used to address the underlying data issues in AA. Workshops with respective LOBs will be held regarding usability of existing algorithms.</p>	<p>High</p>	<p>Complete</p>
<p>Consider expanding the scope of the Asset Analytics tool to include up-to-date power system historical data such as load flows, connectivity, voltages, statuses, etc.</p>	<p>AM Process and Tools will request ISD to add audit recommendation to corporate application roadmap. Key requirement is to have access to NMS information.</p>	<p>Medium</p>	<p>Complete</p>
<p>Continue to develop sufficiently detailed Asset Strategy Documents for all asset groups and ensure that all future asset needs are assessed against these documented strategies.</p>	<p>We will continue to develop Asset Strategy Documents.</p>	<p>Medium</p>	<p>Complete</p>

Recommendation	Action Plan	Risk	Status
3. Investment Alternatives			
<p>Increase the numbers of investments that are optimizable by requiring the planners to define more than one alternative for non-demand driven programs and time shift-able projects. Management should also ensure that appropriate justification is documented and reviewed for plans having only a single alternative.</p>	<p>We will define the framework for investments including the expectations outlining the definition and governance of programs and projects and requirements for program alternatives and time shift-able projects. Document and communicate these requirements.</p>	High	Complete
<p>Simplify the risk assessment matrix and provide suitable training and guideline to planners to perform an effective risk assessment. Specific focus should be on using quantitative data from AA and other systems to determine/support appropriate probability and consequence on the established risk matrix.</p>	<p>We will improve the guidance on the use of the risk assessment matrix through the provision of practical examples.</p>	Medium	Complete
<p>Review and confirm the Unit Price Catalog with the service providers prior to the start of each planning cycle to ensure that the most current unit prices are being used to determine the funding level for the program work.</p>	<p>We will establish a process to ensure costs included in the investment plans are agreed upon between Planning and Operations (executing LOBs).</p>	Medium	Complete
4. Investment Plan Optimization			
<p>Make the AIP tool available year around to allow the planners to input and update their plans and risk assessments throughout the year. Management has indicated that plans are already underway to upgrade the AIP tool to allow this to occur in 2015.</p>	<p>This recommendation will be addressed upon implementation of AIP tool upgrade.</p>	Medium	Complete
<p>Increase the enterprise engagement period to allow a detailed line by line review of unreleased work in the IPP by the project and program managers who will be executing the plan. This will allow better feedback on cash flows and in-service dates from the service providers based on the established scope.</p>	<p>Enterprise Engagement period will be revised and incorporated into the revised schedule for the 2016-2020 planning cycle.</p>	High	Complete

Recommendation	Action Plan	Risk	Status
Implement a formal change log to document all recommended changes. This should also include appropriate review, approval and incorporation of changes with appropriate communication back to the requestor of the change.	All changes will be recorded in the accomplishment file change log and/or documented in the meeting minutes.	Medium	Complete
Determine and document which types of changes to the individual plans require the IPP to be run through the optimization process again to ensure that the resulting plan remains optimal.	AM Process & Tools will document conditions and requirement for the IPP to be run through the optimization process again into the Investment Optimization Management Procedure.	Medium	Complete
5. Investment Plan Approval and Release			
Clarify the approval requirement and progress monitoring for “projam” investments. Review the project and program approval process with specific focus on shortening the approval timeline. This may include appropriate escalation triggers as well as clarification of requirement for timely review / approval.	This will be incorporated into annual review of OAR.	High	Complete

1 **Investment Plan - Governance - Delivery - Follow-up (Report 2017-14)**

Recommendation	Action Plan	Risk	Status
Develop and implement a process with accountabilities to identify emerging risks and periodically review existing business risks and related mitigating actions originally identified in the 2015 Investment Plan Risk Workshop Report. Incorporate results of other risk workshops into an overall Planning business risk register for appropriate tracking by specifying business objectives, risks, risk owners, mitigating actions, and target completion dates.	The requirement to conduct risk assessments on the annual Investment Plan will be added to the overall Investment Planning deliverables each year. Any recommendations/action items resulting from the risk assessment will be added to the Planning Division's tracker for action items (Internal Audit, AEI, etc.)	Medium	Complete
Review and formalize existing management direction, presently being delivered as part of Investment Planning training, into governance documents (policies, processes, procedures, standards, guidelines, etc.) and decommission out-dated governance documents (including draft policies and process documentation within ARIS).	Appropriate governance documents (policy, process, procedure, standard or guideline) will be established taking the existing Investment Planning training material into account. All other existing draft documentation that no longer applies will be removed (e.g. ARIS).	Medium	Complete
Establish and implement appropriate measures and targets for the Investment Planning Scorecard (specifically for non-accomplishment related measures such as estimate quality, Potential Need (PN) notifications that are actioned/accepted, etc.). Track "go to green" action plans for management to achieve the targets either for the current or future Investment Planning cycles. Document the results of quality assurance reviews performed by management and feedback given to planners.	Key performance indicators (KPI) for the investment planning process will be developed and incorporated into 2018 scorecards for impacted directors as per the recommendation.	Medium	Complete
Continue to identify and correct issues with Asset Analytics input data and risk factor algorithms that will affect the	Plans related to data required for Asset Analytics will be developed	High	Complete

Recommendation	Action Plan	Risk	Status
degree to which the output results can be used to influence investment decisions.	and key steps and milestones to address the recommendation will be tracked in the Divisional Scorecard.		
Review and establish appropriate funding and actual implementation plans for the enhancements identified in the Asset Management Tool Integration Roadmap.	Management will review the tool enhancement roadmap, to determine necessary enhancements taking into account cost/benefit with decisions to keep, defer or discard items.	Medium	Complete
Assess the effectiveness of the recently implemented, simplified risk assessment approach for transmission assets and develop a plan to implement a similar approach suitable for distribution assets.	Management will assess the effectiveness of the current transmission process and develop a plan (relating to risk assessment approach) to improve the distribution process accordingly	Medium	Complete

1 **CME INTERROGATORY #9**

2
3 **Reference:**

4 TSP-01-03p. 29 of 33

5
6 **Interrogatory:**

7 At Exhibit B, Tab 1, Schedule 1, TSP Section 1.3, page 29, Hydro One states: “Hydro
8 One asked LDCs to identify whether their responses to the survey were informed by their
9 own customer engagement activities for the purposes of their own rate applications, or by
10 any other customer research. Of the 28 respondents, 11 answered “yes” to this question.”

- 11
12 a) How does Hydro One define a transmission customer?
- 13
14 b) Please confirm that the quoted paragraph means that a majority of LDCs (17 of 28)
15 did not indicate that their answers were informed by customer engagement activities
16 or by any other customer research.
- 17
18 c) In the same paragraph, Hydro One describes how price is the highest priority among
19 residential customers, small business customers, and mid-market customers. How did
20 this impact Hydro One’s spending proposal? Please be as specific as possible
21 regarding what choices/decisions regarding spending were made or not as the result
22 of LDC end-user preference.
- 23
24 d) Please confirm that Hydro One chose not to directly solicit end-user preferences.

25
26 **Response:**

- 27 a) Transmission customers are considered to be LDCs, End-Use consumers of electricity
28 and generators connected to the transmission system. See paragraph 1 of page 1 of
29 Exhibit B-1-1, Section 1.3
- 30
31 b) Confirmed. The LDC responses are in Exhibit B-1-1, Section 1.3, Attachment 1,
32 pages 53-56.
- 33
34 c) Hydro One developed a proposal that balances customer needs and preferences with
35 rate impacts and asset/system needs. Hydro One has embedded substantial

Witness: Spencer Gill

Filed: 2019-08-02

EB-2019-0082

Exhibit I

Tab 05

Schedule 9

Page 2 of 2

1 productivity savings into its plans, which will enable Hydro One to deliver valued
2 outcomes at a lower cost, as detailed in Exhibit B, Tab 1, Schedule 1, Section 1.6.

3

4 d) Hydro One asked End-Use customers connected to the transmission system to
5 participate in the 2017 Transmission Customer Engagement survey.

Witness: Spencer Gill

1 **CME INTERROGATORY #10**

2
3 **Reference:**

4 TSP-01-03-01p. 9 of 144

5
6 **Interrogatory:**

7 At Exhibit B, Tab 1, Schedule 1, Section 1.3, Attachment 1, page 9, Innovative Research
8 Group shows that 89 respondents are satisfied with Hydro One's overall performance,
9 split into 40 that are very satisfied and 49 that are somewhat satisfied.

- 10
11 a) While respondents could answer differently (very satisfied or somewhat satisfied),
12 Innovative Research Group discusses the results based on the number of respondents
13 who were satisfied. Does the bifurcation of very satisfied and somewhat satisfied
14 have any impact on the results or how they are presented?
15
16 b) In the course of its review of customer needs and preferences, did Hydro One take
17 any different account of whether respondents said very satisfied or somewhat
18 satisfied when making decisions?
19

20 **Response:**

- 21 a) While satisfaction is often a key focus of utility survey, in this case the function of the
22 satisfaction question was to provide an opportunity for customers to reflect on the
23 service they have received before we asked the next question about their needs. As
24 such, the differences between very satisfied and somewhat satisfied customers is not
25 critical. What is critical is what Hydro One can do better for them.
26
27 b) The engagement survey was conducted on a confidential basis. Hydro One was not
28 provided with customer specific responses. As such individual customer satisfaction
29 was not a factor in planning decisions.

1 **CME INTERROGATORY #11**

2
3 **Reference:**

4 TSP-01-03-01p. 46 of 144

5
6 **Interrogatory:**

7 At Exhibit B, Tab 1, Schedule 1, Section 1.3, Attachment 1, page 46, customers were
8 provided will illustrative spending scenarios.

- 9
10 a) Why wasn't a scenario provided that had a net reliability risk of 0%, that is to say,
11 neither increase risk nor decreasing risk?
12
13 b) Page 46 states that participants in the survey were provided with a preamble on the
14 four illustrative investment scenarios. It then states that each scenario was described
15 in detail, and the table at page 46 was provided.

16
17 Please confirm whether any information other than that found at Appendix 1.2 and
18 1.3 were provided to participants. If so, please indicate the material's location in the
19 evidence for EB-2019-0082. To the extent it has not yet been provided, please
20 provide it.

21
22 **Response:**

- 23 a) Although there wasn't a specific scenario provided that had a net reliability risk of
24 0%, various scenarios were placed on a broad spectrum to allow for more optionality.
25 The closest scenario to a net reliability risk of 0% is Scenario A: Limited Investment.
26 Five of the 103 respondents selected Scenario A and two selected points on the
27 spectrum below Scenario A.
28
29 b) No other information was provided to participants other than that found at Appendix
30 1.2 and 1.3.

1 **CME INTERROGATORY #12**

2
3 **Reference:**

4 TSP-01-03-01

5
6 **Interrogatory:**

7 a) Please provide Innovative Research Group's terms of reference or work plan.

8
9 b) Please provide Innovative Research Group's retainer agreement with respect to the
10 scope of work completed in this application.

11
12 **Response:**

13 The requested documents are being provided pursuant to the Board's Practice Direction
14 on Confidential Filings, due to the commercially sensitive nature and third party data
15 being requested. Please refer to Attachment 1 of this interrogatory response.

Prepared for:



TRANSMISSION CUSTOMER ENGAGEMENT

June 1, 2017

Warren Lister

Vice President, Customer Service
Hydro One Networks Inc.
483 Bay Street
Toronto, ON M5G 2P5

Innovative Research Group, Inc. | www.innovativeresearch.ca

Toronto

56 The Esplanade, Suite 310
Toronto ON | M5E 1A7

Vancouver

888 Dunsmuir Street, Suite 350
Vancouver BC | V6C 3K4



Hydro One - Statement of Work for Transmission Customer Engagement

This Statement of Work ("SOW") provides details for the tasks to be completed by Innovative Research Group, Inc. ("INNOVATIVE") for the Transmission Customer Engagement and selected by Hydro One Networks Inc. ("Hydro One"). This SOW is entered into pursuant to the terms and conditions of the Contract Standard - General Services Agreement, Nov. 2016 ("CS-GSA") Master Services Agreement ("MSA") for Project Delivery dated August 19, 2016, by and between Hydro One and Innovative. Any term not defined herein shall have the meaning ascribed in the Agreement.

Innovative Research Group, Inc. ("INNOVATIVE") is pleased to provide Hydro One Networks Inc. ("Hydro One") with its proposed method on how best to engage with Transmission ("Tx") rate class customers. Now that we have had some discussions about this work and time to think about it, we can share with you our revised thoughts on how best to approach this customer group.

One thing we know for sure about these individuals is that they are busy and sophisticated customers, making them poorly suited to Town Halls or focus groups. Our goal will be to attempt a census of your Tx customers by making it as easy as possible for them to participate in the consultation. While we cannot guarantee a census, we will make every attempt to maximize the final number of completed surveys.

To that extent, three (3) options for input will be provided:

- 1) an **online** survey,
- 2) a **telephone** survey, and
- 3) an **in-person** interview.

INNOVATIVE will work closely with Hydro One to determine how best to approach these customers, but at this point we envision the following strategy:

Step 1: Hydro One will develop a complete contact database for all Tx customers and provide an electronic copy to INNOVATIVE. The list will be reviewed internally and each contact will be assigned an account executive or other senior management individual to establish initial contact regarding the customer engagement survey.

This initial contact will take the form of a phone call to inform customers of the purpose of the research and to encourage them to participate. Immediately upon securing an interested participant, the Hydro One representative will send an email notification to INNOVATIVE.

INNOVATIVE will maintain a database in which each customer has been assigned a unique survey URL. Once Hydro One informs INNOVATIVE that a customer is interested in taking part in the engagement, INNOVATIVE will shortly thereafter send out an email invitation including a unique URL directly to the Tx customer contact. Should a customer opt for an in-person or telephone interview, INNOVATIVE will make the necessary arrangements to conduct the interview.

Step 2: After about one (1) week, INNOVATIVE will start to issue reminder emails to all who have received a survey invitation. The Contact List will be reviewed to ensure that all customers who should receive an introductory phone call have received one. Where they haven't, the list will be reviewed to determine if an introductory phone call should be made by Hydro One or by INNOVATIVE.

Step 3: A "cold" invitation email will then be issued by INNOVATIVE to all customers who have not yet been contacted. Reminder emails will continue on a weekly basis until all Hydro One closes the survey on / or before June 9th, 2017.

Fees and Payment

There are several moving parts in this methodology, making it difficult to assign fixed fees to most components. As such, many components will be billed on a "per complete" or "hourly" basis, as outlined below:

TASK	BILLING TYPE	RATE
Research design and workbook development	Hourly	[REDACTED]
Survey invitations / database management and updates to Hydro One	Hourly	[REDACTED]
Follow-up recruitment calls	Hourly	[REDACTED]
Telephone interviews	Per Complete	[REDACTED]
In-person interview	Per Complete	[REDACTED]
Survey programming, hosting	Fixed	[REDACTED]
Coding open-ended responses	Fixed	[REDACTED]
Analysis and reporting	Fixed	[REDACTED]

* Whenever possible, interviews outside the Greater Toronto Area (GTA) will be coordinated in order to reduce travel expenses.

Terms of Payment

Payment of invoices will be made net forty-five (45) days following receipt of an acceptable invoice based on mutually-agreed to deliverables outlined in this SOW.

Invoices must include a breakdown of the service provided by Innovative, including details for each deliverable.

Deliverables

A preliminary report will be provided on May 31st, 2017, with a final report to be provided within one week of closing the survey on June 9th, 2017. All reports will be in PowerPoint format.

Preliminary Final Report is due on June 21st, 2017, with Final Report to follow on / or before within three (3) days of Hydro One's review.

1 **CME INTERROGATORY #13**

2
3 **Reference:**

4 TSP-01-04p. 8 of 32

5
6 **Interrogatory:**

7 At Exhibit B, Tab 1, Schedule 1, TSP Section 1.4, page 8 Hydro One states that: “Hydro
8 One’s transformer condition assessment practices are aligned with industry best practices.
9 More particularly, 80.5% of the asset condition assessments for Hydro One’s
10 transmission transformer fleet aligned with EPRI’s PTX analysis based on dissolved gas
11 in oil content and oil quality data. For the remaining 19.5% of assessments, the results of
12 which were not well aligned, the majority of the differences are attributed to data issues
13 such as oil cross contamination between tap changer and main tank oil. Hydro One
14 depends on the subject matter experts to account for these issues. Therefore, Hydro One
15 will continue its current practices and will track and monitor future test results.”

- 16
17 a) What are the consequences of Hydro One’s analysis not aligning with EPRI’s PTX
18 analysis?
19
20 b) What will the subject matter experts do to ameliorate this non-alignment? Have they
21 done that previously, or will this be a new activity?
22
23 c) How do the 19.5% of assessments that are not aligned interact with the condition data
24 availability found by Metsco in its Review of Hydro One’s Capabilities in
25 Transmission Asset Analytics & Reliability Risk Modelling in Exhibit B, Tab 1,
26 Schedule 1, TSP Section 1.4, Attachment 13, p. 40 of 106? Do the non-alignments
27 overlap with instances where there is no condition data, or are they in addition to
28 those instances?
29

30 **Response:**

- 31 a) Hydro One performed further assessments to evaluate the condition of the unit and
32 took action accordingly. Incorrect data due to data entry or collection error. The
33 incorrect data were corrected manually. Also Hydro One has started a project together
34 with the test laboratories who perform oil analysis to automatically populate
35 transformer oil test results in our data base to enhance the accuracy level of the data.
36 This project is now in test stage and will be completed by the end of 2019. Correct

Witness: Donna Jablonsky

- 1 data that does not reflect the true condition of transformer when considering the
2 historical trend or the design and configuration of the unit. Subject matter experts will
3 interpret the data and decide the appropriate course of action.
4
- 5 b) The SME evaluates the unit based on the testing data, operation history, and
6 maintenance records of the transformer. This is a standard practice in Hydro One.
- 7 c) Misalignment between EPRI and Hydro One asset condition assessment is mainly
8 due to interpretation of raw data provided to EPRI not missing data. METSCO's
9 finding is mainly referring to missing data. Therefore, these two findings do not
10 overlap.

1 **CME INTERROGATORY #14**
2

3 **Reference:**

4 TSP-01-04p. 10 of 32
5

6 **Interrogatory:**

7 At Exhibit B, Tab 1, Schedule 1, TSP Section 1.4, page 10 of 32, Hydro One states that
8 the EPRI report does not include certain replacement criteria, which caused Hydro One's
9 replacement rate to be higher than anticipated by the model.
10

11 a) Does the 'historical removal' methodology used by EPRI not take into account
12 previous periods where circuit breakers had to be removed for obsolescent or
13 regulatory reasons?
14

15 **Response:**

16 a) No, EPRI does not take obsolescence or regulatory reasons into account while using
17 "historical removal" methods. Hydro One's volume of replacement of assets over the
18 plan period is higher primarily due to obsolescence concerns, safety concerns (e.g.
19 insufficient arc resistance), and PCB mitigation.

1 **CME INTERROGATORY #15**

2
3 **Reference:**

4 TSP-01-04p. 14 of 32

5
6 **Interrogatory:**

7 At Exhibit B, Tab 1, Schedule 1, TSP Section 1.4, page 14 of 32, Hydro One discusses
8 the removal from service of the Air Blast Circuit Breakers.

- 9
10 a) What percentage of the respondents indicated that they have already replaced their
11 ABCBs?
12
13 b) How many respondents will not have ABCBs by the end of the plan term?
14
15 c) What are the forecast O&M savings from the removal of the ABCBs?
16

17 **Response:**

- 18 a) As per Exhibit B-1-1 TSP-01-04 Attachment 8 Section 3-1 page 17 of 22, the survey
19 was sent to more than 20 transmission companies. Three companies indicated that
20 they did not have air blast circuit breakers and another five companies responded.
21 Therefore, 37% of the eight respondents no longer have ABCBs.
22
23 b) As per Exhibit B-1-1 TSP-01-04 Attachment 8 Section 4-1 page 21 of 22, all the
24 utilities are planning to replace the ABCB with newer technology.
25
26 c) Please refer to interrogatory response I-01-OEB-090

1 **CME INTERROGATORY #16**
2

3 **Reference:**

4 TSP-01-04p. 15 of 32
5

6 **Interrogatory:**

7 At Exhibit B, Tab 1, Schedule 1, TSP Section 1.4, page 15 of 32, Hydro One states that
8 “OCB technology has generally performed well over decades of service”. Hydro One
9 goes on to state in the next paragraph that “utilities are also replacing their OCBs due to
10 poor performance and associated high costs for any maintenance”.
11

12 a) Please reconcile the statement that OCBs have generally performed well, with the
13 statement that they have poor performance.
14

15 **Response:**

16 a) As per Exhibit B-1-1 TSP-01-04 Attachment 9 page 11, EPRI stated that, “OCB
17 technology has generally performed well over decades of service.” However, in spite
18 of their historical performance, as per Section 3 of the same report page 15-16 of 22,
19 Table 3-4 shows that individual condition/reliability (performance) and excessive
20 costs were the primary reasons for the programmatic replacement of OCBs.

1 **CME INTERROGATORY #17**

2
3 **Reference:**

4 TSP-01-04-13 p. 26 of 106

5
6 **Interrogatory:**

- 7 a) How are the standard default values derived by Hydro One? Please fully describe the
8 process.
- 9
- 10 b) How does the system deal with “missing” flags? For instance, are the remaining
11 criteria that do have values adjusted to make up the whole of the composite risk
12 index? Is there a ‘missing value’ that is applied?
- 13
- 14 c) Please describe the additional judgment that Hydro One staff use when there are gaps
15 in available data.
- 16

17 **Response:**

- 18 a) The values are determined in consultation with the subject matter experts.
- 19
- 20 b) Sub-indices and composite scores are re-normalized to distribute the weighting of the
21 “missing” flag inputs. There is no missing factor applied.
- 22
- 23 c) Hydro One staff will consult with subject matter experts, the manufacturer, field staff,
24 maintenance staff and engineering staff.

1 **CME INTERROGATORY #18**

2
3 **Reference:**

4 TSP-01-04-01p. 37 of 62

5
6 **Interrogatory:**

7 At Exhibit B, Tab 1, Schedule 1, TSP Section 1.4, Attachment 1, page 37, EPRI reports
8 that 16 115 kV transformers are at ‘risk’, and 15 115 kV transformers are at ‘high risk’ in
9 the long term.

- 10
11 a) Please explain Hydro One’s risk taxonomies, and what relationship they have, if any,
12 to EPRI’s ‘abnormal’ markers.
13
14 b) Was does EPRI (and Hydro One) consider to be a long-term risk versus a short term
15 risk?
16

17 **Response:**

- 18 a) For this analysis, Hydro One categorized the risk levels for transformer oil condition
19 into five groups as described in Exhibit B-1-1 TSP 1.4 Attachment 1 page 33. EPRI
20 provides two additional indices: normal degradation and abnormal degradation.
21 Hydro One’s definition for risk taxonomies encapsulates these two additional EPRI
22 indices.
23
24 b) A long-term risk would include degradation of the transformer’s insulation paper
25 from normal operation over an extended time (which is a slow process). Units that
26 have elevated normal degradation indices are not expected to experience a rapid
27 deterioration in condition in the long term. A short-term risk would include units that
28 are experiencing unexpected problems due to manufacturing defects or operating
29 issues (Thermal, Electrical or Magnetic Core). Such abnormal conditions may rapidly
30 evolve to a failure.

1 **CME INTERROGATORY #19**

2
3 **Reference:**

4 TSP-01-04-01p. 51 of 62

5
6 **Interrogatory:**

7 At Exhibit B, Tab 1, Schedule 1, TSP Section 1.4, Attachment 1, page 51 and on, EPRI
8 has a table of transformers, and various scores related to them.

- 9
- 10 a) If it has not done so already as part of the evidence, please provide a table similar to
11 the own shown at Attachment 1, page 51, showing each transformer, its Hydro One
12 risk taxonomy designation (high risk, risk, fair, etc.), and whether Hydro One is
13 planning on refurbishing or replacing any part of the transformer during the plan
14 period.
- 15
- 16 b) To the extent that Hydro One plans to replace or refurbish a transformer with a ‘fair’
17 rating or higher, or does not intend to replace or refurbish a transformer with a ‘risk’
18 or ‘high risk’ rating, please explain why.
- 19
- 20 c) Please describe how the results of EPRI’s PTX Analysis impacted Hydro One’s
21 transformer investment decisions. Please include reference to EPRI’s
22 recommendations found at page 20 of 32 in B-1-1 TSP Section 1.4.

23
24 **Response:**

- 25 a) Please refer to Attachment 1.
- 26
- 27 b) Decisions to repair or replace a transformer are based on the results of the continuous
28 asset risk assessment (“ARA”) process detailed in Exhibit B-1-1 TSP Section 2.1.
29 The ARA process is used to validate and justify the investments included within this
30 Transmission System Plan.
- 31
- 32 c) Hydro One utilizes the Asset Analytics tool to conduct high level asset screening. The
33 results obtained by EPRI using its PTX tool are meant to provide benchmarking
34 information and are considered in conjunction with Hydro One AA output.

Functional Location - Key	DGA Score	Trans - 20-24	ISD
N-TS-BECK2TS -TF-R27	Very High	N-TS-BECK2TS -TF-R27	2022
N-TS-CARLTONTS -TF-T1	Very High	N-TS-CARLTONTS -TF-T1	2022
N-TS-ELGINTS -TF-T2	Very High	N-TS-ELGINTS -TF-T2	2020
N-TS-GLENDALETS-TF-T3	Very High	N-TS-GLENDALETS-TF-T3	2023
N-TS-HANLONTS -TF-T1	Very High	N-TS-HANLONTS -TF-T1	2022
N-TS-HANLONTS -TF-T2	Very High	N-TS-HANLONTS -TF-T2	2022
N-TS-LAUZONTS -TF-T6	Very High	N-TS-LAUZONTS -TF-T6	2024
N-TS-MARTINDLTS-TF-T21	Very High	N-TS-MARTINDLTS-TF-T21	2021
N-TS-SHEPPARDTS-TF-T3	Very High	N-TS-SHEPPARDTS-TF-T3	2020
N-TS-WINGHAMTS -TF-T1	Very High	N-TS-WINGHAMTS -TF-T1	2022
N-TS-ARNPRIORTS-TF-T2	High	N-TS-ARNPRIORTS-TF-T2	2023
N-TS-BELLEVILTS-TF-T2	High	N-TS-BELLEVILTS-TF-T2	2021
N-TS-BRIDGMANTS-TF-T12	High	N-TS-BRIDGMANTS-TF-T12	2023
N-TS-CARLTONTS -TF-T4	High	N-TS-CARLTONTS -TF-T4	2022
N-TS-FAIRBANKTS-TF-T1	High	N-TS-FAIRBANKTS-TF-T1	2023
N-TS-FAIRBANKTS-TF-T2	High	N-TS-FAIRBANKTS-TF-T2	2023
N-TS-FAIRBANKTS-TF-T3	High	N-TS-FAIRBANKTS-TF-T3	2023
N-TS-FAIRBANKTS-TF-T4	High	N-TS-FAIRBANKTS-TF-T4	2023
N-TS-GAGETS -TF-T4	High	N-TS-GAGETS -TF-T4	2021
N-TS-GAGETS -TF-T5	High	N-TS-GAGETS -TF-T5	2021
N-TS-GAGETS -TF-T6	High	N-TS-GAGETS -TF-T6	2021
N-TS-GLENDALETS-TF-T4	High	N-TS-GLENDALETS-TF-T4	2023
N-TS-HANOVERTS -TF-T2	High	N-TS-HANOVERTS -TF-T2	2024
N-TS-KEITHTS -TF-T1	High	N-TS-KEITHTS -TF-T1	2023
N-TS-KEITHTS -TF-T11	High	N-TS-KEITHTS -TF-T11	2023
N-TS-KEITHTS -TF-T12	High	N-TS-KEITHTS -TF-T12	2023
N-TS-KINGSVILTS-TF-T1	High	N-TS-KINGSVILTS-TF-T1	2022
N-TS-LAMBTONTS -TF-T5	High	N-TS-LAMBTONTS -TF-T5	2023
N-TS-LONGUEILTS-TF-T3	High	N-TS-LONGUEILTS-TF-T3	2024
N-TS-LONGUEILTS-TF-T4	High	N-TS-LONGUEILTS-TF-T4	2024
N-TS-ORANGEVLTS-TF-T1	High	N-TS-ORANGEVLTS-TF-T1	2023
N-TS-ORANGEVLTS-TF-T2	High	N-TS-ORANGEVLTS-TF-T2	2023
N-TS-PORTHOPETS-TF-T3	High	N-TS-PORTHOPETS-TF-T3	2024
N-TS-PORTHOPETS-TF-T4	High	N-TS-PORTHOPETS-TF-T4	2024
N-TS-RUNNYMEDTS-TF-T3	High	N-TS-RUNNYMEDTS-TF-T3	2021
N-TS-RUNNYMEDTS-TF-T4	High	N-TS-RUNNYMEDTS-TF-T4	2021
N-TS-SARNSCOTTS-TF-T5	High	N-TS-SARNSCOTTS-TF-T5	2024
N-TS-SHEPPARDTS-TF-T4	High	N-TS-SHEPPARDTS-TF-T4	2020
N-TS-SLATERTS -TF-T2	High	N-TS-SLATERTS -TF-T2	2022
N-TS-SLATERTS -TF-T3	High	N-TS-SLATERTS -TF-T3	2022
N-TS-STANLEYTS -TF-T2	High	N-TS-STANLEYTS -TF-T2	2021
N-TS-STTHOMASTS-TF-T1	High	N-TS-STTHOMASTS-TF-T1	2020
N-TS-STTHOMASTS-TF-T2	High	N-TS-STTHOMASTS-TF-T2	2020
N-TS-WINGHAMTS -TF-T2	High	N-TS-WINGHAMTS -TF-T2	2022
N-TS-ORANGEVLTS-TF-T4	Fair	N-TS-ORANGEVLTS-TF-T4	2023
N-TS-ELGINTS -TF-T1	Fair	N-TS-ELGINTS -TF-T1	2020
N-TS-WONDRINDTS-TF-T5	Fair	N-TS-WONDRINDTS-TF-T5	2023
N-TS-CEDARTS -TF-T7	Fair	N-TS-CEDARTS -TF-T7	2023
N-TS-TILBURYTS -TF-T1	Fair	N-TS-TILBURYTS -TF-T1	2021
N-TS-LAMBTONTS -TF-T6	Fair	N-TS-LAMBTONTS -TF-T6	2023
N-TS-MAINTS -TF-T3	Fair	N-TS-MAINTS -TF-T3	2021

N-TS-MINDENTS -TF-T2	Fair	N-TS-MINDENTS -TF-T2	2021
N-TS-ORANGEVLTS-TF-T3	Fair	N-TS-ORANGEVLTS-TF-T3	2023
N-TS-PARRYSNDTS-TF-T1	Fair	N-TS-PARRYSNDTS-TF-T1	2023
N-TS-STRATFRDTS-TF-T1	Fair	N-TS-STRATFRDTS-TF-T1	2023
N-TS-DETWEILRTS-TF-T4	Fair	N-TS-DETWEILRTS-TF-T4	2021
N-TS-OTTOHLDNTS-TF-T3	Fair	N-TS-OTTOHLDNTS-TF-T3	2024
N-TS-SEAFORTHTS-TF-T2	Low	N-TS-SEAFORTHTS-TF-T2	2023
N-TS-SEAFORTHTS-TF-T5	Low	N-TS-SEAFORTHTS-TF-T5	2023
N-TS-BRIDGMANTS-TF-T13	Low	N-TS-BRIDGMANTS-TF-T13	2023
N-TS-CEDARTS -TF-T8	Low	N-TS-CEDARTS -TF-T8	2023
N-TS-MARTINDLTS-TF-T23	Low	N-TS-MARTINDLTS-TF-T23	2021
N-TS-SEAFORTHTS-TF-T6	Low	N-TS-SEAFORTHTS-TF-T6	2023
N-TS-ARNPRIORTS-TF-T1	Low	N-TS-ARNPRIORTS-TF-T1	2023
N-TS-DETWEILRTS-TF-T2	Low	N-TS-DETWEILRTS-TF-T2	2021
N-TS-FTFRANCSTS-TF-T4	Low	N-TS-FTFRANCSTS-TF-T4	2024
N-TS-GAGETS -TF-T3	Low	N-TS-GAGETS -TF-T3	2021
N-TS-MAINTS -TF-T4	Low	N-TS-MAINTS -TF-T4	2021
N-TS-BRIDGMANTS-TF-T14	Low	N-TS-BRIDGMANTS-TF-T14	2023
N-TS-BRIDGMANTS-TF-T11	Low	N-TS-BRIDGMANTS-TF-T11	2023
N-TS-BECK2TS -TF-T302	Low	N-TS-BECK2TS -TF-T302	2022
N-TS-PORTCOLBTS-TF-T61	Low	N-TS-PORTCOLBTS-TF-T61	2022
N-TS-THOROLDTS -TF-T1	Low	N-TS-THOROLDTS -TF-T1	2022
N-TS-NELSONTS -TF-T3	Low	N-TS-NELSONTS -TF-T3	2021
N-TS-SEAFORTHTS-TF-T1	Low	N-TS-SEAFORTHTS-TF-T1	2023
N-TS-OTTOHLDNTS-TF-T4	Low	N-TS-OTTOHLDNTS-TF-T4	2024
N-TS-MOOSELAKTS-TF-T2	Very Low	N-TS-MOOSELAKTS-TF-T2	2023
N-TS-PORTCOLBTS-TF-T62	Very Low	N-TS-PORTCOLBTS-TF-T62	2022
N-TS-BECK2TS -TF-T301	Very Low	N-TS-BECK2TS -TF-T301	2022
N-TS-KENLWRTHTS-TF-T1	Very Low	N-TS-KENLWRTHTS-TF-T1	2021
N-TS-LAUZONTS -TF-T8	Very Low	N-TS-LAUZONTS -TF-T8	2024
N-TS-PARRYSNDTS-TF-T2	Very Low	N-TS-PARRYSNDTS-TF-T2	2023
N-TS-GLENDALETS-TF-T1	Very Low	N-TS-GLENDALETS-TF-T1	2023
N-TS-MURRAYTS -TF-T14	Very Low	N-TS-MURRAYTS -TF-T14	2023
N-TS-KENLWRTHTS-TF-T4	Very Low	N-TS-KENLWRTHTS-TF-T4	2021
N-TS-KINGEDWDTS-TF-T3	Very Low	N-TS-KINGEDWDTS-TF-T3	2021
N-TS-KINGSVILTS-TF-T3	Very Low	N-TS-KINGSVILTS-TF-T3	2022
N-TS-BECK2TS -TF-R76	Very Low	N-TS-BECK2TS -TF-R76	2022
N-TS-MOOSELAKTS-TF-T3	Very Low	N-TS-MOOSELAKTS-TF-T3	2023
N-TS-NELSONTS -TF-T4	Very Low	N-TS-NELSONTS -TF-T4	2021
N-TS-MINDENTS -TF-T1	Very Low	N-TS-MINDENTS -TF-T1	2021
N-TS-KENLWRTHTS-TF-T3	Very Low	N-TS-KENLWRTHTS-TF-T3	2021
N-TS-MARTINDLTS-TF-T23	Very Low	N-TS-MARTINDLTS-TF-T23	2021

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16

CME INTERROGATORY #20

Reference:

TSP-01-04-09p. 18 of 22

Interrogatory:

At Exhibit B, Tab 1, Schedule 1, TSP Section 1.4, Attachment 9, page 18 EPRI lists a series of questions related to oil circuit breakers that were asked of the survey respondents.

a) If it has not done so already as part of the evidence, please answer the questions posed to the survey respondents in Table 3-10 (for example, does Hydro One have dedicated crews to do internal inspections/refurbishments?).

Response:

a)

Question	Hydro One
Do you have dedicated crews to do internal inspections/refurbishments?	✓
Do you have dedicated shops to maintain/overhaul these breakers?	✓
Do you have dedicated contractors to maintain/overhaul these breakers?	✓
Do you have reliable spare parts availability?	✓
Do you follow vendor recommended PM tasks and frequencies?	✓ (Work Standard documents)
Do you have additional tasks to extend the life of these breakers in addition to scheduled PMs and breaker overhaul?	✓ (breaker refurbishment)

1 **CME INTERROGATORY #21**

2
3 **Reference:**

4 TSP-01-04-13p. 7 of 106

5
6 **Interrogatory:**

7 At Exhibit B, Tab 1, Schedule 1, TSP Section 1.4, Attachment 13, page 7, METSCO
8 states “We opted to rely on two separate evaluation frameworks in light of the relative
9 degree of significance between the AA/ARA and RRM capabilities within HONI’s
10 capital planning process, and certain distinct technical attributes that warrant more
11 focused attention.”

12
13 a) Please explain what is meant by the “relative degree of significance between the
14 AA/ARA and RRM capabilities”.

15
16 b) Please outline what distinct technical attributes warrant more focused attention, and
17 why.

18
19 **Response:**

20 a) The asset risk assessment (“ARA”) process is described in detail within Exhibit B-1-1
21 TSP Section 2.1 and is part of Hydro One’s continuous planning cycle and used to
22 develop specific investments that Hydro One seeks to undertake. The Reliability
23 Risk Model (“RRM”) was used as a simplified method to communicate risk to
24 customers and stakeholders, see Exhibit B-1-1 TSP Section 1.3, Attachment 4 for
25 further details.

26
27 b) The comment regarding distinct technical attributes warranting more focused
28 attention was meant to justify the development of two distinct evaluation
29 methodologies within the same report. Given the different technical make-up,
30 methodological underpinnings, data inputs, and utilization of the AA/ARA and RRM
31 tools, using a single evaluation framework would have required METSCO to
32 construct a much higher-level evaluation framework. This would have been necessary
33 to ensure that the framework was consistently applicable to both tools. By using two
34 separate frameworks, METSCO managed to focus on the most significant technical
35 attributes of each solution.

1 **CME INTERROGATORY #22**

2
3 **Reference:**

4 TSP-01-04-13p. 9 of 106

5
6 **Interrogatory:**

7 At Exhibit B, Tab 1, Schedule 1, TSP Section 1.4, Attachment 13, page 9, METSCO
8 states that “This contextual observation suggests that the RRM capability constitutes a
9 bona fide continuous improvement step”.

- 10
11 a) Please explain the statement above in light of the fact that METSCO found that the
12 RRM tool’s analytical underpinnings and functionalities trail advanced industry
13 system reliability practices.
14
15 b) Please explain what METSCO means when it states that the RRM’s observed gaps
16 pose no meaningful risks from the asset planning perspective.

17
18 **Response:**

- 19 a) The context for the passage in question is given by the two sentences immediately
20 preceding the one quoted, refer to TSP-01-04-13 page 9 of 106 last paragraph. These
21 sentences read as follows (along with the sentence quoted appearing in bold for
22 completeness):

23
24 *“With respect to the Reliability Risk Model, METSCO’s*
25 *finding is that the tool’s analytical underpinnings and*
26 *functionalities trail advanced industry system reliability*
27 *practices where these are deployed in the asset*
28 *management. In making this observation, we note that a*
29 *number of utilities do not or have not until recently*
30 *attempted to formally forecast system reliability in a*
31 *comprehensive manner. **This contextual observation***
32 ***suggests that the RRM capability constitutes a bona fide***
33 ***continuous improvement step.**”*

34
35 Accordingly, the statement in question seeks to highlight the fact that the sole
36 presence and deployment of a transmission reliability capability at Hydro One puts it
37 ahead of many of its industry peers that have no such capabilities in place. Given that

1 the model is relatively new, its development constitutes a notable continuous
2 improvement step in Hydro One's asset management journey.

3

4 b) The explanation for the intended meaning of the referenced comment is contained at
5 the beginning of the sentence quoted in the question; refer to TSP-01-04-13 page 9 of
6 106 last paragraph. The entire sentence (including the quoted part produced in bold)
7 reads in the following way:

8

9 *“Given that the RRM tool is currently used primarily as a*
10 *customer communications tool to convey indicative*
11 *changes to reliability risk levels across spend scenarios,*
12 ***the observed gaps in its technical parameters pose no***
13 ***meaningful risks from the asset planning perspective.”***

14

15 When read in its entirety the sentence suggests that given the specific manner of
16 Hydro One's deployment of the RRM model at the time of our study, the
17 methodological gaps relative to the industry-leading practices that we identified do
18 not bring about any risks to the quality or comprehensiveness of Hydro One's system
19 renewal planning activities.

1 **CME INTERROGATORY #23**

2
3 **Reference:**

4 TSP-01-04-13p. 23 of 106

5
6 **Interrogatory:**

7 At Exhibit B, Tab 1, Schedule 1, TSP Section 1.4, Attachment 13, page 23, METSCO
8 outlines that Hydro One's inclusion of customer preferences occurs at the ARA process.
9 On page 28, METSCO states that the RRM is used after the AA and ARA process has
10 occurred.

11
12 a) What does Hydro One use the RRM process for regarding customer information, if
13 customer preferences have already been canvassed as part of the ARA process?

14
15 **Response:**

16 a) Described in TSP Section 2.1 Hydro One undertakes a continuous asset risk
17 assessment ("ARA") to determine asset needs and identify customer needs and
18 preferences. The use of the reliability risk model ("RRM") is documented in TSP
19 Section 1.3, Attachment 4.

1 **CME INTERROGATORY #24**

2
3 **Reference:**

4 TSP-01-04-13p. 40 of 106

5
6 **Interrogatory:**

7 At Exhibit B, Tab 1, Schedule 1, TSP Section 1.4, Attachment 13, pages 40, METSCO
8 reports that for transformers, the average data availability is 65.2% for condition, 46.7%
9 for utilization, and 59.8% for criticality.

10
11 a) Please confirm that certain transformers could have incomplete data across multiple
12 categories, for instance, no data about condition or utilization.

13
14 b) If the answer to (a) above is yes, how does having multiple missing categories impact
15 the generation of default values and the assessment of risk?

16
17 **Response:**

18 a) Data may be incomplete however the subject matter expert evaluates the unit based
19 on the testing data, operation history, and maintenance records of the transformer, and
20 this is a standard practice in Hydro One.

21
22 b) Please refer to Interrogatory I-05-CME-13

1 **CME INTERROGATORY #25**

2
3 **Reference:**

4 TSP-01-04-13p. 44 of 106

5
6 **Interrogatory:**

7 At Exhibit B, Tab 1, Schedule 1, TSP Section 1.4, Attachment 13, page 44, METSCO
8 states that additional information regarding the AA sub-criteria, are reviewed at the ARA
9 stage. The example of additional information given is the oil leakage.

- 10
11 a) Does Hydro One have additional data regarding the sub-criteria for other asset
12 classes, or just power transformers? If so, which asset classes does Hydro One have
13 additional data for?
14
15 b) Does Hydro One use the additional data only to identify further assets to be replaced,
16 or does it use it to defer certain investments as well?
17
18 c) How often does the additional data added at the ARA stage alter Hydro One's
19 investment decision making?
20
21 d) Why isn't the additional data incorporated into the original AA condition data such
22 that a complete score is generated at the outset?
23
24 e) How does Hydro One conduct the incremental ARA analysis in instances where it
25 does not have underlying data for the AA sub-criteria?
26

27 **Response:**

- 28 a) Yes, Hydro One has sub-criteria data for major equipment, such as breakers, etc.
29
30 b) Hydro One uses the information to identify assets to be replaced and establish pacing
31 of investments.
32
33 c) It depends on the asset type and its criticality. For major critical assets, additional data
34 analysis will be considered to supplement AA scores. The ARA process, as described
35 in Exhibit B-1-1 TSP Section 2.1 is a continuous process. Hydro One will use

Witness: Donna Jablonsky

- 1 information to inform the pacing and priority of investments to mitigate system and
2 customer reliability risk.
3
4 d) Most of the additional data requires human review and analysis, e.g. subject matter
5 expert, as this additional data is not incorporated into the original AA.
6
7 e) Consulting with subject matter experts, the manufacturer, field staff, maintenance
8 staff and engineering staff.

1 **CME INTERROGATORY #26**

2
3 **Reference:**

4 TSP-01-05p. 20 of 55

5
6 **Interrogatory:**

7 At Exhibit B, Tab 1, Schedule 1, TSP Section 1.5 page 20, Hydro One states: “Although,
8 satisfaction with outage planning procedures decreased by 9 percentage points in 2018
9 compared to 2017, historical results are not comparable to the 2018 value.”

- 10
11 a) How has Hydro One determined the drivers of the change in historical results?
12
13 b) Why doesn't overall customer satisfaction exhibit the same drastic shift in result if the
14 driver of the change is the survey methodology and publication (online)?

15
16 **Response:**

- 17 a) 2018 drivers of satisfaction were determined based on a regression analysis to
18 identify factors which had the highest correlation to the overall CSAT scores.
19
20 b) Although the methodology changed for the OGCC CSAT Survey, we wanted to
21 ensure as much consistency as possible. The overall satisfaction question was asked
22 in the exact same order as previous years and did not change. This was done to allow
23 us to track results year over year. The survey was sent to the same customer group
24 and key contact as 2017, so regardless of whether customers answered on the phone
25 or online we were speaking with an almost identical group of individuals.

1 **CME INTERROGATORY #27**
2

3 **Reference:**

4 TSP-01-05p. 45 of 55
5

6 **Interrogatory:**

7 a) What are the drivers of line clearing cost per kilometer? Please explain the nature of
8 the variance in year to year costs between 2013 and 2017 as shown in Figure 17.
9

10 **Response:**

11 a) Line clearing costs per kilometer vary each year depending on factors such as
12 corridor accessibility, tree density and condition, local weather patterns and growth
13 rates, and land classification (i.e. farmland or woody vegetation). Unit costs can also
14 increase due to Hydro One's efforts to ensure that corridors are cleared to design
15 width and increased work requirements to maintain urban corridors to Transmission
16 industry and NERC standards.

1 **CME INTERROGATORY #28**

2
3 **Reference:**

4 TSP-01-06p. 4 of 13

5
6 **Interrogatory:**

7 At Exhibit B, Tab 1, Schedule 1, TSP Section 1.6, page 4, Hydro One States: "If Finance
8 approved the initiative and confirmed that it would have the effect of reducing a
9 department or program budget, then the initiative was deemed to qualify for tracking and
10 reporting against the company's Tier 1 Productivity target up to the forecast amount of
11 the spending reduction, with further savings to be tracked as Tier 2 Productivity savings."
12

- 13 a) If the initiative ending up being more successful than forecast, are there any
14 circumstances under which the additional productivity would cause a department not
15 to spend their allotted budget, or would the effect always be to do more with the same
16 amount of money?
17
- 18 b) Is there any process for reforecasting or altering the forecast amount of the spending
19 reduction throughout the plan term?
20
- 21 c) How do tier 2 productivity gains interact with Hydro One's process of redirection? If
22 tier 2 gains are made, does Hydro One redirect the additional money to other
23 departments or projects?
24
- 25 d) How does Hydro One determine how much savings are forecast into tier 1 from any
26 given productivity initiative?
27

28 **Response:**

- 29 a) Yes. This process was intended to encourage departments to complete the work for
30 less and not to 'do more work' in their respective areas. This situation would enable
31 Hydro One to claim incremental savings to forecast, while also passing the benefit on
32 to ratepayers either in the form of lower OM&A at the next rebasing, or through
33 accelerated capital that is released through redirection. Moreover, Hydro One is
34 proposing to share 50% of any earnings that exceed the OEB-allowed regulatory ROE
35 by more than 100 basis points in any year of the custom IR term by establishing the
36 Earning Sharing Mechanism (ESM).

- 1 b) The productivity plan is revisited on an annual basis during the business planning
2 process. This process ensures continuity and consistency between the expected
3 productivity and the associated business plan and any underpinning rate filing
4 applications.
5
- 6 c) There is a link to redirection and productivity. In a situation where an initiative is
7 achieving savings greater than forecast in productivity reporting, the incremental
8 savings would initially be considered Tier 2 until a forecast reduction in the work
9 program can be validated. The expectation is that the program/project will reforecast
10 the program to account for the incremental savings in order to claim these
11 incremental savings as Tier 1. Any large forecast reductions stemming from
12 incremental productivity would flag the redirection process to schedule a discussion
13 and a business decision would need to be made to either reallocate the funds, or to do
14 nothing.
15
- 16 d) The productivity savings forecasts are established in collaboration with initiative
17 owners and are based on an approved calculation methodology, past performance,
18 and validation in the business plan. A more detailed list of productivity initiatives is
19 presented in Exhibit I, Tab 07, Schedule SEC-26.
20
- 21 If an initiative is performing better than the historical targets, past performance is
22 used to estimate incremental targets and include the associated planning assumptions
23 into the development of investments. Hydro One targets continuous improvement in
24 productivity in order to mitigate rate impacts and the effects of inflation.

1 **CME INTERROGATORY #29**

2
3 **Reference:**

4 TSP-01-06 p.12 of 13

5
6 **Interrogatory:**

7 At Exhibit B, Tab 1, Schedule 1, TSP Section 1.6, page 12, Hydro One describes what
8 undefined progressive savings are, and how they were derived.

- 9
- 10 a) What was the basis for determining that 1-3% was the appropriate level of undefined
11 progressive savings?
- 12
- 13 b) Was the 1-3% applied similarly across each component of the work program (at 2%
14 for instance) or was 1-3% different for different departments/lines of business? If they
15 were different, what information did Hydro One use to determine whether 1% or 3%
16 should be levied against any individual department/line of business?
- 17
- 18 c) With regard to the ‘common project-specific areas’, how did Hydro One determine
19 that those areas would be likely places to find undefined productivity increases?
- 20

21 **Response:**

- 22 a) Progressive Productivity targets were established with the goal of achieving a 10%
23 cost reduction to deliver the capital program over a 5-year period. While the
24 progressive targets were not associated with any specific project or program, the
25 escalation of 1-3% annually represents incremental and achievable, annual
26 commitment towards this goal.
- 27
- 28 b) The Progressive Productivity placeholder was applied as a direct reduction to
29 Transmission Capital and was not allocated to specific work programs or projects.
30 Please refer to Exhibit A, Tab 3, Schedule 1 Table 7 for summary of how the
31 Progressive savings impact the Transmission Capital plan.
- 32
- 33 c) Please refer to part b) above. Hydro One intends to define and integrate savings
34 across the transmission business, which includes common project-specific areas.

1 **CME INTERROGATORY #30**

2
3 **Reference:**

4 TSP-01-06p. 11 of 13

5
6 **Interrogatory:**

7 At Exhibit B, Tab 1, Schedule 1, TSP Section 1.6, page 11, Hydro One states: “In 2017,
8 Fleet Services started to leverage telematics data to define baseline metrics with respect
9 to equipment utilization, non-productive idling and fuel efficiency.”

10
11 a) Given that the telematics program was rolled out in 2016, and Fleet services started to
12 leverage telematics data in 2017, have productivity gains been made in 2017 and
13 2018? If so, how much? If not, why not?

14
15 b) If the answer to (a) is yes, what productivity gains are left to realize during the period
16 from 2020-2022?

17
18 **Response:**

19 a) Yes, Productivity gains has been made in 2017 and 2018. Analysis of the telematics
20 data has allowed Hydro One to realize sustainable efficiencies by identifying
21 opportunities to optimize fleet complement through right-sizing under-utilized assets
22 resulting in reduction in long term capital requirement for fleet assets.

- 23
24 • 2017 Tx – \$2.4M
25 • 2018 Tx – \$10.4M

26
27 b) From 2020-2022 we expect productivity gains in the amount of \$33.5M

- 28 • 2020 Tx – \$11.0M
29 • 2021 Tx – \$11.1M
30 • 2022 Tx –\$11.4M

31
32 For More information on expected savings and benefits please see details in Exhibit
33 B, Tab 1, Schedule 1, TSP Section 1.6.

1 **CME INTERROGATORY #31**

2
3 **Reference:**

4 TSP-02-01p. 28 of 54

5
6 **Interrogatory:**

7 At Exhibit B, Tab 1, Schedule 1, TSP Section 2.1, page 28, Hydro One discusses its
8 strategy of grouping together investments to drive efficiencies.

9
10 a) When grouping investments, does Hydro One only group together investments that
11 individually are validated and would be pursued during the plan term, or are
12 investments, which by themselves may not be needed yet or are not cost effective
13 grouped together with investments that would individually qualify?

14
15 b) If the answer to (a) above is yes, how does Hydro One evaluate whether the cost
16 savings generated by grouping investments outweighs the early triggering of
17 investments in assets that otherwise would have remained untouched during the plan
18 term?

19
20 **Response:**

21 a) Please refer to Exhibit B, Tab 1, Section 1, Section 2.1, "Needs Assessment."

22
23 b) Please see a) above.

1 **CME INTERROGATORY #32**

2
3 **Reference:**

4 TSP-02-01p. 31 of 54

5
6 **Interrogatory:**

7 At Exhibit B, Tab 1, Schedule 1, TSP Section 2.1, page 31, Hydro One States: “Hydro
8 One’s risk taxonomies are based on key outcomes (safety, reliability, and environment)
9 that customers and the OEB have identified as high priority. These outcomes are
10 reflective of top customer priorities identified through Hydro One’s customer
11 engagement, detailed in TSP Section 1.3, and align with key regulatory and policy
12 concerns.”

- 13
14 a) Please confirm that cost is not considered one of the key outcomes identified as high
15 priority.
- 16
17 b) If Hydro One’s customer engagement were to list cost as a top customer priority, how
18 would Hydro One’s risk taxonomies and investment prioritization process change?
19

20 **Response:**

- 21 a) As noted in Exhibit B, Tab 1, Schedule 1, Section 1.3, cost is a priority for Hydro
22 One’s customers.
- 23
24 b) As noted in Exhibit I, Tab 1, OEB-039, cost is a certain outcome of any investment so
25 its relative ranking was determined to be less informative as a stand-alone outcome.
26 Rather, customers were provided an opportunity to indicate the importance of cost
27 relative to outcomes through four illustrative scenarios with associated impacts
28 including but not limited to rate and reliability impacts. See Hydro One’s Customer
29 Engagement Survey Report at Exhibit B-1-1, Section 1.3, Attachment 1, pages 44-52.
30

31 Cost is already an important consideration in Hydro One’s investment prioritization
32 process, from the perspectives of both bottom-up, individual candidate investment
33 development and a top-down, portfolio view. Cost considerations are incorporated at
34 the following points in the investment planning and prioritization process:

Filed: 2019-08-02

EB-2019-0082

Exhibit I

Tab 05

Schedule 32

Page 2 of 2

- 1 1. Investment planning context: establishment of high-level investment envelopes
2 tied to key outcomes, based on consideration of customer needs and preferences,
3 asset/system needs, and strategic priorities.
- 4 2. Candidate investment development: Repair vs. replace evaluations and
5 opportunities for equipment replacement bundling to identify cost effective
6 alternatives.
- 7 3. Initial Prioritization, Enterprise Engagement and Final Plan Development:
8 Portfolio level trade-offs that appropriately reflect a balance between customer
9 needs and preferences, system and asset needs, and rate impacts.

Witness: Bruno Jesus

1 **CME INTERROGATORY #33**

2
3 **Reference:**

4 TSP-02-01p. 40 of 54

5
6 **Interrogatory:**

7 At Exhibit B, Tab 1, Schedule 1, TSP Section 2.1, page 40, Hydro One states that
8 challenge session discussion are “guided by the draft investment plan, as well as new
9 analytic tools that enable a more holistic view of the plan’s effectiveness through
10 different lenses (e.g., comparing risk efficiency and absolute risk).”

- 11
12 a) What new analytic tools are enabling Hydro One to gain a more holistic view of the
13 investment plan?
14
15 b) How does Hydro One weigh absolute risk and risk efficiency against one another? Is
16 it a mathematical comparison, are there a set of rules about which investment should
17 be preferred in advance?
18
19 c) How do non-risk related flags interact with absolute risk and risk efficiency? Are
20 there rules set out in advance on how to deal with the different priorities that these
21 represent?
22

23 **Response:**

- 24 a) The following are examples of analytical tools that enable a more holistic view of the
25 investment plan.

26
27 **Spend Curve Chart**

28 The Spend Curve Chart identifies the most efficient investment candidates based on
29 risk mitigated per expenditure; this tool facilitates the initial prioritization of the
30 investment plan by selecting the most efficient investments in each category. The x-
31 axis of the chart represents the cumulative amount of spend and the y-axis the Risk-
32 Spend Efficiency.
33

34 **Risk Efficiency Frontier**

35 The Risk Efficiency Frontier identifies the spending level at which point additional
36 spend results in minimal improvement to overall risk. The x-axis of the chart

1 represents the cumulative amount of spend and the y-axis represents the cumulative
2 Mitigated Risk.

3

4 b) The Spend Curve is used to for the initial prioritization based on risk-spend
5 efficiency. The absolute risk is also assessed during the “Prioritization and
6 Optimization” stage to identify investments which mitigate a significant amount of
7 risk, and is used as a cross-check of investments that were initially prioritized out of
8 the plan. These investments will subsequently be reviewed during the challenge
9 sessions and be the subject of trade-off discussions to determine whether funding
10 should be reallocated. This allows for investments that are less efficient but mitigate
11 large amounts of risk to be sufficiently considered by the relevant stakeholders.

12

13 c) The Spend Curve is used for the initial investment prioritization based on risk-spend
14 efficiency. Investments with high absolute risk and non-risk related flags are
15 identified during the “Prioritization and Optimization” stage and are the subject of
16 trade-off discussions during challenge sessions to determine whether funding should
17 be reallocated. The non-risk related flags provide additional context during trade-off
18 discussions and allow for investments with non-risk merits to be sufficiently
19 considered by the relevant stakeholders.

1 **CME INTERROGATORY #34**

2
3 **Reference:**

4 ISD-SR-19p. 8 of 15

5
6 **Interrogatory:**

7 At ISD SR-19, page 8, Hydro One States: “Each project will entail an assessment of all
8 assets along the line section and the replacement or refurbishment of all components that
9 are deemed at or near EOL.”

- 10
11 a) Is “near EOL” a defined term? If so, please provide the definition as it relates to the
12 different asset classes.
13
14 b) How are near EOL assets incorporated with the risk taxonomies and investment
15 planning process?
16

17 **Response:**

- 18 a) The near EOL condition state is a definition given to transmission lines assets that are
19 in a deteriorated condition and approaching End-Of-Life (“EOL”). Near EOL assets
20 are in a condition that is expected to be in a state requiring removal from service in
21 the near future.
22
23 b) Near EOL assets are assigned a lower probability of failure in comparison to EOL
24 assets, where this relative distinction is incorporated in the Investment Planning
25 process to identify, prioritize and optimize the overall investment portfolio as per
26 Exhibit B-1-1, TSP Section 2.1.

1 **CME INTERROGATORY #35**
2

3 **Reference:**

4 ISD-SR-20 p. 1 of 11
5

6 **Interrogatory:**

- 7 a) Please confirm if CME's understanding of this project's budgeting is correct.
8 i. The estimated project-funding envelope (\$237.3 million) was estimated using
9 EPRI's hazard curve and estimated service life.
10 ii. Replacements will be based on condition assessments demonstrating that the asset
11 is at or near EOL.
12
13 b) Please explain what will occur regarding the project budget if less or more line is
14 confirmed to be at or near EOL during the plan term.
15

16 **Response:**

- 17 a)
18 i. No, this is not how SR-20 has been budgeted for. As per ISD SR-20, Page 4 & 5
19 of 11, the estimated project-funding envelope of \$237.3 million over the 2020-
20 2022 test period is to replace a prioritized set of 812 circuit km of existing
21 confirmed near EOL conductors. These conductors were confirmed to be in near
22 EOL condition through condition assessment.
23 ii. Confirmed.
24
25 b) As per Exhibit B-1-1, TSP Section 2.1, the investment planning process allows
26 candidate investments to be consistently assessed and prioritized based on the level of
27 risk mitigated and the cost and value delivered toward achieving business objectives.

1 **CME INTERROGATORY #36**

2
3 **Reference:**

4 ISD-SR-27p. 1 of 5

5
6 **Interrogatory:**

7 At ISD SR-27, Hydro One states: “Furthermore, there is an industry shift away from the
8 use of oil-filled to cross-linked polyethylene (“XLPE”) cable systems. This means that
9 manufacturers have been reducing production and support for oil-filled cables. A limited
10 number of manufacturers may lead to long delivery times and price increases.”

11
12 a) Has Hydro One actually experienced an increased price, or longer delivery time with
13 regard to purchasing and receiving replacements of these cable systems?

14
15 b) If it has, please provide how large the increase has been in price, and/or how much
16 longer the delivery time has grown.

17
18 **Response:**

19 a) Hydro One has not experienced an increase because we have updated our strategy to
20 only purchase XLPE cables for replacement projects. Since the early 2000s Hydro
21 One has primarily only replaced end-of-life oil-filled cables with XLPE. This practice
22 eliminates the environmental risks associated with oil-filled cables.

23
24 While the replacement of C5E and C7E between Esplanade and Terauley TS will
25 replace oil-filled cables with XLPE, discussed in SR-27, the project is driven by
26 deteriorated condition not cable type.

27
28 b) N/A

1 **CME INTERROGATORY #37**

2
3 **Reference:**

4 ISD Projects

5
6 **Interrogatory:**

7 In the The business cases for the capital expenditure projects, Hydro One provides
8 qualitative alternatives that were considered before selecting the preferred undertaking.
9 For instance, in ISD SR-01, Hydro One provides: reactive component replacement,
10 switchyard rebuild, and planned in-situ replacements as possible alternatives.

11
12 a) Does Hydro One ever consider quantitative different alternatives in the business case
13 process? For instance, comparing planned in-situ replacements but at a different rate
14 of replacement over time?

15
16 b) If so, please explain for each of the ISD projects how the particular investment pacing
17 was determined, and why that pacing is the preferred option.

18
19 c) If not, why not, and how was that specific pacing selected as the only viable pacing
20 for the investment?

21
22 **Response:**

23 a) Please refer to Exhibit B, Tab 1, Schedule 1, Section 2.1 “System Renewal.”

24
25 b) Please refer to “Alternative” section of ISDs for discussion of pacing selections.

26
27 c) N/A.

1 **CME INTERROGATORY #38**

2
3 **Reference:**

4 F-02-02p. 15 of 37

5
6 **Interrogatory:**

7 At Exhibit F, Tab 2, Schedule 2, page 15, Hydro One states: “Cost increases from 2015
8 through to 2017 were primarily due to increased costs for: (a) building and sustaining
9 new compensation structures; (b) a renewed focus on performance management; and (c) a
10 renewed focus on change management initiatives intended to maximize the value of
11 corporate change initiatives.”

12
13 a) Please elaborate on why these increases were necessary, and how they advance the
14 modernization of HR’s core processes.

15
16 b) Please explain what Hydro One means when it says that it has renewed its focus on
17 “change management initiatives intended to maximize the value of corporate change
18 initiatives...”.

19
20 **Response:**

21 a) As outlined in I-10-VECC-40, the Human Resources costs have increased in part to
22 consolidate HR related functions from other teams outside of HR and to provide
23 enhanced programs to support the business.

24
25 Hydro One revised its compensation programs to align with those of similar size
26 organizations. These programs are directly linked to the performance management
27 programs and ultimately the success of Hydro One.

28
29 The change management team has been working on a renewal of Hydro One’s values
30 as outlined on F-04-01 pages 1-3. These programs serve to shape employee behaviour
31 and influence company performance. At Hydro One these strategic programs help to
32 cultivate a high performance culture and enable the achievement of corporate
33 priorities and overall mission. Costs associated with these programs are related to
34 hiring HR resources to build, administer and govern the programs; along with
35 technology enhancements to support simple, user friendly interfaces and improved
36 process execution.

- 1 The addition of these programs ultimately benefits the ratepayer.
2
- 3 b) Hydro One was heading into a period of business and technological transformation
4 and the discipline of change management is an enabler of, and a support to, both the
5 business and the ISD departments. The discipline manages employees through
6 change with the goal of maximizing the expected value of business or technology
7 change projects. Rather than solely leveraging consulting resources on major
8 initiatives, Hydro One renewed the focus on change management capabilities by
9 creating an internal department to assist in corporate change initiatives. As outlined in
10 I-10-VECC-40, the capability was staffed by transferring resources with change
11 management skills from other areas of the company, largely ISD and Operations, and
12 consolidating them within the HR function.

1 **CME INTERROGATORY #39**

2
3 **Reference:**

4 F-04-01-01p. 5 of 18

5
6 **Interrogatory:**

7 At Exhibit F, Tab 4, Schedule 1, Attachment 1, page 5, Willis Towers Watson states that
8 certain segments of the peer group were limited to just utility peers, for example.

9
10 a) With peer group segments that were not limited to utilities, such as core service (no
11 one industry comprises more than 10% of the total sample), did Willis Towers
12 Watson give any preference towards, or make any additional efforts to gain utilities as
13 part of those peer groups?

14
15 **Response:**

16 a) Comparator group selection criteria are an important governance aspect of a rigorous
17 approach to benchmarking. Hydro One follows standard benchmarking methodology
18 in establishing criteria for benchmarking purposes. The criteria are developed based
19 on the nature of the roles and the companies/industries from which this talent is
20 recruited. This includes the importance of industry specific skills and/or working
21 environments. If the range of industries in which roles may be recruited from is
22 large, additional care is taken to ensure the influence of no single industry is over-
23 represented in the sample.

24
25 The selection criteria for the Core Services peer group did not give any unique
26 preference towards adding additional utility peers as part of the peer group, nor did
27 the selection criteria overtly exclude utilities.

28
29 Hydro One has adopted a segmented peer group approach to align jobs with the more
30 direct market for talent in each segment as a way to better align compensation to
31 market and to manage costs. Jobs included in the Core Services segment do not
32 require energy utility experience and the talent market for these roles is broader and
33 reflective of general industry (i.e., diverse mix of industries). Jobs included in the
34 Operations segment require energy utility experience and the peer group for this
35 segment is weighted more heavily towards utility companies.

1 **CME INTERROGATORY #40**

2
3 **Reference:**

4 F-04-01-01p. 13 of 18

5
6 **Interrogatory:**

7 At Exhibit F, Tab 4, Schedule 1, Attachment 1, page 13, Willis Towers Watson shows the
8 market 50th percentile for base salary, target total cash, and target total direct
9 compensation measures.

- 10
11 a) Please explain why the market 50th percentile in base salary, target total cash and
12 target total direct compensation is higher for VP-8 than it is for VP-9. For example,
13 the market 50th target total direct compensation for VP-8 Operations is \$492,000,
14 while the market 50th target total direct compensation for VP-9 is \$466,000.

15
16 **Response:**

- 17 a) This minor variance likely attributable to:
- 18 • Limited number of reference points available when benchmarking at these levels
19 with three matches at VP-8 and three matches at VP-9.
 - 20 • Organizational structures and executive levelling may differ in the external
21 market relative to Hydro One and/or the peer companies in the study may not
22 internally differentiate equivalent VP-level roles. In other words, Hydro One's
23 VP-8 and VP-9 levels may be assessed at the equivalent level among the peer
24 companies while Hydro One differentiates the role based on an underlying job
25 levelling methodology that compares the contribution and impact of the roles
26 within the organization.

1 **CME INTERROGATORY #41**

2
3 **Reference:**

4 F-04-01p. 21 of 46

5
6 **Interrogatory:**

7 At Exhibit F, Tab 4, Schedule 1, page 21, Hydro One indicates that “Performance-based
8 compensation enhances Hydro One’s ability to attract, motivate and retain qualified
9 employees in a competitive labour market”.

10
11 a) Please provide statistical data of management attrition levels before and after the
12 Performance-based compensation rewards program was implemented.

13
14 b) Please provide any studies which Hydro One conducted prior to implementing the
15 performance-based compensation program which indicated that management-level
16 turnover was a concern of the corporation.

17
18 **Response:**

19 a) Hydro One’s primary driver for introducing a performance-based compensation
20 program is to attract, motivate and retain talent, with an emphasis on attracting and
21 motivating. Hydro One has historically had low levels of attrition.

22
23 b) Hydro One did not conduct studies prior to implementation.

1 **CME INTERROGATORY #42**

2
3 **Reference:**

4 F-04-01p. 29 of 46

5
6 **Interrogatory:**

7 At Exhibit F, Tab 4, Schedule 1, page 29, Hydro One attributes “below average base
8 wage increases” in collective bargaining settlements with PWU and the Society to the
9 new benefit provided to these unionized employees of being eligible to receive shares of
10 Hydro One Limited. Hydro One also advises that the first share grant day for eligible
11 PWU represented employees is April 1, 2017. The first share grant for Society
12 represented employees is April 1, 2018.

- 13
- 14 a) Confirm whether the PWU or the Society negotiated any other monetary or benefit
15 increases beyond those that are specifically referenced on pages 28 through to 30. If
16 further monetary or benefit increases were negotiated, provide full particulars.
- 17
- 18 b) Provide a copy of the Collective Bargaining Agreements with the PWU and the
19 Society as negotiated in the most recent round of bargaining referred to on page 28
20 through to 30, as well as the prior two Collective Bargaining Agreements with each
21 union.
- 22
- 23 c) Please advise of the number and value of shares granted to PWU employees on April
24 1, 2017 through to 2019.
- 25
- 26 d) Please advise of the number and value of shares granted to Society employees on
27 April 1, 2018 and 2019.
- 28
- 29 e) Please provide documents which provide details regarding these share plans including
30 any policies developed regarding the share plan or documents signed between Hydro
31 One and the unions regarding these share arrangements.

32
33 **Response:**

- 34 a) In the most recent rounds of collective bargaining with the PWU and Society, there
35 were additional monetary and benefit items that were negotiated as part of the “give

Witness: Sabrin Lila

1 and take” through the collective bargaining process. The following is a summary of
2 additional benefits that were negotiated between the parties:

3
4 PWU:

- 5 ○ Increase to vision and chiropractic care
- 6 ○ Increase to travel allowance for temporary work headquarters
- 7 ○ Increase to payment amount for service duty
- 8 ○ Decreased the hour threshold for triggering overtime pay at 2x
- 9 ○ Increase to shift differential amounts
- 10 ○ Increases to Travel/Room & Board allowance for PWU Hiring Hall
- 11 employees.

12 Society:

- 13 ○ Increase in vision and chiropractic care

14
15 b) Please see attached collective agreements (Attachment 1)

16
17 c) The following table details the number and value of shares granted to PWU
18 employees on April 1, 2017 through to 2019.

19

	April 2017	April 2018	April 2019
Shares Granted (Aggregate)	371,609.8	353,134.2	341,308.2
Value * (Aggregate)	\$7,618,000.90	\$7,239,251.10	\$6,996,818.10

20 **Based on a share price of \$20.50.*

21
22 d) The following table details the number and value of shares granted to Society
23 employees on April 1, 2018 through to 2019.

24

	April 2018	April 2019
Shares Granted (Aggregate)	128,326.8	121,633.4
Value * (Aggregate)	\$2,630,699.40	\$2,493,484.70

25 **Based on a share price of \$20.50.*

Witness: Sabrin Lila

- 1 e) Please see attached Share Grants Plan Texts and Brochures (Attachments 2-5).

COLLECTIVE AGREEMENT

Between

HYDRO ONE INC.

And

**POWER WORKERS' UNION
CANADIAN UNION OF PUBLIC
EMPLOYEES – C.L.C.
LOCAL 1000**

April 1, 2013 – March 31, 2015

COLLECTIVE AGREEMENT

Between

HYDRO ONE INC.

and

POWER WORKERS' UNION

CANADIAN UNION OF PUBLIC EMPLOYEES – C.L.C.

LOCAL 1000

April 1, 2013– March 31, 2015

TABLE OF CONTENTS

Part	Title	Pages
	Articles (Salmon)	1 – 66
A	General Items (Green)	A-1 – A-100
B	Maintenance Trades (Yellow)	B-1 – B-60
C	Controllers/Dispatchers and Trainees (Blue)	C-1 – C-28
D	Weekly Salaried (Pink)	D-1 – D-53
	Appendix “A” for Construction and Supplementary Maintenance (White)	AP-1 – AP-52

NOTE

*In order to readily identify changes in this Agreement from the previous one, new changes are printed bold and in italics. Note that certain foreign words used within the text are, by convention, also printed in italics however these words are easily identifiable and should not cause confusion.

Hydro One Inc.

Power Workers Union

Date

MID-TERM AGREEMENTS

INDEX

Number	Title	Former Number	Status
MT-2	Responsibility for Obtaining Licenses	NPP 2	Active
MT-3	Time Charges and Expenses – Power Workers' Union Representatives	NPP 3	Active
MT-4	Hand Tool Ownership and Trades Occupational Definitions	NPP 4	Active
MT-5	Expense Reports and Transportation Requisitions	NPP 6	Active
MT-6	Special Time Off – Extreme Weather Closures	NPP 15	Active
MT-7	Burial Expenses and Allowance to Estate of a Deceased Employee	NPP 16 NPP 22	Active
MT-8	Employees Participating in Politics	NPP 25	Active
MT-9	Payment of Corporation Employees Utilized for Forest Fire Fighting	NPP 26	Active
MT-10-1	Banked Time Arrangement for Trades and Weekly Salaried Staff	BT 64 BT 42	Active
MT-11	Processing of Waiver Requests	PW 1-1	Active
MT-12	Contracting Out	PW 2	Suspended
MT-13	Late Applications	PW 4	Active
MT-14	Future Agency Employees	PW 12-1	Suspended
MT-15	Provision of French Language Services	PW 32	Active
MT-16-1	Wage Schedule 86	PW 34	Active
MT-17	Benefit Entitlement of Construction Employees Transferring into the Power Workers' Union Bargaining Unit	PW 35	Active
MT-18-1	University Student Co-op Programs	PW 38	Active
MT-19	Secondary School Student Cooperative Education Program	PW 44	Active
MT-20	Pay Equity Plan Supplemental	PW 45-1	Active
MT-21	Purchased Services	PW 46-1	Suspended
MT-22-1	Community College Co-op Student Programs	PW 47-1	Active

MID-TERM AGREEMENTS

INDEX

Number	Title	Former Number	Status
MT-24	Colony Location Allowance	R-33-13	Active
MT-25	Vehicle Services Attendants	R-35	Active
MT-26	Toronto Association of Community Living Reclamation Yard Kipling Avenue Service Centre	R-81-1	Active
MT-28	Remote Community Electricity System Division Work Headquarters	R-145-1	Active
MT-29	Regional Maintainer Classifications	R-147-1	Active
MT-31	Overtime Option of Paid Time Off in Lieu Grid Business Unit	R-190	Active
MT-32	Overtime Option of Paid Time Off in Lieu Distribution Network Services	R-191-3	Active
MT-33	Regional Maintainer – Cable Splicer	R-201	Active
MT-35	On-Call Provisions for Part D Employees, Enterprise Technology Services, ITS Operations Department, Field Support Team	R-224	Active
MT-36	Integration of Grievance Settlement P-12 and Article 11	R-231	Active
MT-38	Customer Service Representative I	OHSC-R-239	Active
MT-40-2	Hydro One Inc. Acquisitions	OHSC-R-242	Active
MT-41	Senior Shift Authority Position and Redeployment of Level 1A Operators and Electrical Area Supervisors to Level 1 Operator Positions		Active
MT-42	Regional Site Maintenance – M.O.E.E. License	OHSC-R-244	Active
MT-45	Suspended Items from April 1, 1996 – March 31, 2000 Collective Agreement		Active
MT-46	Redeployment of Hydro One Networks Staff to the Field Business Centers		Active

MID-TERM AGREEMENTS

INDEX

Number	Title	Former Number	Status
MT-50-2	Provincial Purchased Services Agreements		Active
MT-51	Career Edge		Active
MT-52-1	Customer Service Representative I/ Distribution Technician Consolidation		Active
MT-53-1	Customer Service Rep 1/ADET Consolidation – Hydro One Remote Communities Inc		Active
MT-55	Transfer of those Designated in Scope to CGEY/Newco		Active
MT-56-2	Shift Work – Central Maintenance Shops Regional Maintainer – Mechanical		Active
MT-60	Waste Co-ordinator Classification		Active
MT-61	Flame and Arc Resistent Clothing		Active
MT-62	Meter Reading Supervision and New Organization		Active
MT-63-1	Alternative Hours Provincial Lines Three Day Work Week (Demand Work Crew)		Active
MT-64-1	Area Distribution Engineering Technician Training Program		Active
MT-66	Career Bridge		Active
MT-68	Meter and Relay Services Technician Training Steps		Active
MT-70	Electrical Co-Op Student Program		Active
MT-APPA-2	Appendix “A” – Meter Reader/Data Collector		Active

TABLE OF CONTENTS
ARTICLES

	Page Number
ARTICLE 1	RECOGNITION COLLECTIVE BARGAINING UNIT 5
ARTICLE 2	GRIEVANCE PROCEDURE..... 6
2.3	Grievances 6
2.4	Grievance Review Board..... 7
2.5	Disciplinary Matters 7
2.6	Facilities and Costs 8
2.7	Dispute Resolution – Article 8, Plan B and OGLs..... 8
2.8	Facilities and Costs 9
ARTICLE 2A	DISCIPLINE AND DISCHARGE..... 9
ARTICLE 3	ARBITRATION 10
3.0	The Arbitration Process 10
3.4	Chief Arbitrator and Deputy Chief Arbitrator..... 10
3.5	All Arbitrators 11
3.6	Principles of Single Panel Arbitration 11
3.7	Powers of the Chief Arbitrator in the Single Panel Process 11
3.8	Board of Arbitration 11
3.8.1	Nominees 12
3.8.2	Arbitrator..... 12
3.8.3	Powers of the Chief Arbitrator in the Board of Arbitration Process..... 12
ARTICLE 4	WORKING CONDITIONS..... 12
ARTICLE 5	UNION SECURITY 14
ARTICLE 6	NO DISCRIMINATION 14
ARTICLE 7	MANAGERIAL RIGHTS OF THE COMPANY 15
ARTICLE 8	JOB CLASSIFICATION AND WAGE RATES..... 15
ARTICLE 9	SPECIFIC MATTERS OF AGREEMENT..... 15

ARTICLE 10	SELECTION TO VACANCIES	16
10.1	General	16
10.1.4	Appointments/Notification	16
10.2	Supervisory Positions	19
10.3	Non-Supervisory Positions: Clerical Technical and Controller/Dispatchers.....	20
10.3.2	Transportation and Moving Expenses	20
10.4	Non-Supervisory Positions: Trades	21
10.4.2	Transportation and Moving Expenses	22
10.5	Non-Supervisory Positions: Other Positions	22
10.5.1	Transportation and Moving Expenses	23
10.6	Transition Provisions	23
 ARTICLE 11	 SURPLUS STAFF PROCEDURE – TABLE OF CONTENTS.....	 24
11.0	Worksite Redeployment	25
11.1	Surplus Staff Procedure – Sequence of Events	28
11.2	Application.....	30
11.3	Definitions	32
11.4	Occupational Group Listings (OGLs).....	35
11.4.1	Failure to Demonstrate Qualifications	35
11.4.2	Expedited Grievance and Arbitration Process for Job Classification Grievances and OGL Dispute Resolution	35
11.5	Notice of Termination/Layoff.....	35
11.6	Employee Elections	36
11.7	Failure to Complete the Form	37
11.8	Cash Out During the Notice Period	37
11.9	General	38
11.10	Senior Choice/Junior Force (Province Displacement)..	38
11.11	Displacements	39
11.11.1	Equal Stream	42
11.11.2	Lower Stream	42
11.11.3	Senior Choice/Junior Force (Within Location)	43
11.12	Displacement and Recall Rights	43
11.12.1	Probationary Employees.....	43
11.12.2	Regular Seasonal.....	43
11.13	Permanent Location Closings.....	45
11.14	Severance Pay	45
11.14.1	Reduced Severance Pay on Refusing a Position	45

11.14.2	Benefit Continuance/Tuition/Outplacement Services..	46
11.15	Failure to Report to Assigned Positions.....	46
11.16	Selection to Vacancies	47
11.16.1	Jurisdiction.....	47
11.16.2	Selection Priority.....	47
11.17	Recall	47
11.18	Limitations to Turnover.....	49
11.19	Wage Maintenance	50
11.20	Moving Expenses.....	50

ARTICLE 12 PURCHASED SERVICES AGREEMENT 50

12.0	Scope	50
12.1	Assignment of Work	51
12.1.1	Philosophy	51
12.1.2	Principles	51
12.2	Decision Process	52
12.2.1	Responsibility for Decisions.....	52
12.2.2	Opportunity	52
12.2.3	Definition of Need	52
12.2.4	Alternatives	52
12.2.5	Evaluation	52
12.2.6	Establishment of Thresholds.....	53
12.2.7	Dispute Resolution Process	54
12.3	Joint Resolution Committee	55
12.3.1	Purpose	55
12.3.2	Membership.....	55
12.4	Application of This Article	55

APPENDIX A ARTICLE 12 – APPENDIX A 56

1.0	Joint Employment Security Committee.....	56
2.0	Employment Security	57
2.1	Surplus Identification	57
2.2	Wage and Salary Treatment.....	58
2.2.1	Seniority – Five Years or More	58
2.2.2	Seniority – Two Years – Less than Five Years.....	58
2.3	General Conditions	58
2.4	Moving Expenses.....	58

	Page Number
ARTICLE 13	EMPLOYMENT SECURITY PLAN..... 59
13.0	Purchased Services 59
13.1	Employment Security 59
13.2	Joint Employment Security Committee..... 60
13.3	Application..... 60
13.4	Selection..... 60
13.5	Wage and Salary Treatment..... 61
13.6	Displacement..... 62
13.7	General Conditions 62
ARTICLE 14	EMPLOYMENT SECURITY AND WORK ASSIGNMENT..... 62
14.1	Work Assignment 63
ARTICLE 15	SUCCESSOR RIGHTS..... 63
ARTICLE 16	DURATION OF THE AGREEMENT 63
ARTICLE 17	TRANSFER OF EMPLOYEES ON CHANGE OF EMPLOYER..... 64

COLLECTIVE AGREEMENT

BETWEEN

HYDRO ONE INC. (The Company)

and

POWER WORKERS' UNION (PWU), CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1000 – CLC, hereinafter referred to as the “Union” which executes this Agreement by M. Hyatt, **B. Roberts**, T. Chessell and G. Dawson, who have been duly appointed the purpose, in accordance with the constitution of the Union.

WHEREAS the Union has requested the Company to enter into a Collective Agreement and the Company has consented thereto:

NOW THIS AGREEMENT WITNESSETH

that there shall be four parts, namely, Part ‘A’ – General Items, Part ‘B’ – Maintenance Trades, Part ‘C’ – Controllers/Dispatchers/Trainees, and Part ‘D’ – Weekly-Salaried. It is also witnessed that the Company and the Union agree each with the other as follows:

ARTICLE 1 RECOGNITION COLLECTIVE BARGAINING UNIT

- 1.1** The Company recognizes the Union as the sole bargaining agent for all regular, part-time and temporary employees¹, including technicians of the construction field forces and security employees² but excluding:
- (a) Employees now represented by other bargaining agents.
 - (b) Persons above the rank of working supervisor.
 - (c) Persons who exercise managerial functions in accordance with the *Ontario Labour Relations Act*.
 - (d) Persons employed in a confidential capacity in matters relating to labour relations in accordance with the *Ontario Labour Relations Act*.

1 “Employees” are employees pursuant to the *Labour Relations Act* for Ontario SO, **1995, c.1 Schedule A**, as amended.

2 Security employees at the following locations: (At the time of printing no locations were identified).

- 1.2** When an employee is removed from normal duties to act in a vacated position or relieve for an incumbent to perform a temporary assignment, the following shall apply:
- (a) When the length of time involved is known to be three months or less, the employee will retain his/her present jurisdictional status.
 - (b) When it is expected that the length of time will be longer than three months, the employee will be excluded or included at the commencement of his/her new responsibilities. However, in the event the period is actually less than three months:
 - (1) in exclusion cases, the Union will be reimbursed the dues which would have been paid;
 - (2) in inclusion cases, the Union will reimburse the employee the dues which have been paid.
 - (c) When the length of time is unknown, the employee will retain his/her present jurisdictional status up to the three month period. If the period extends beyond three months, the employee will then be either included or excluded.

ARTICLE 2 GRIEVANCE PROCEDURE

- 2.1** Any allegation that an employee has been subjected to unfair treatment or any dispute arising out of the content of this Agreement shall be understood to be a fit matter for the following grievance procedure. All matters of grievance by any employee or group or class of employees for whom the Union is the bargaining agent and which the Union may desire to present shall be dealt with in accordance with the following procedure.
- 2.2** It is mutually agreed by the parties hereto that it is the spirit and intent of this Agreement to adjust grievances promptly. Therefore, any employee covered by this Agreement having a grievance may present such grievance to the representative of the Union appointed by the Union for that purpose. The Union representative may then proceed to have such grievance adjusted in accordance with the following steps established hereby for the purpose of adjusting grievances.
- 2.3** **Grievances**
- Grievances are to be filed within thirty (30) days from the date that the grievor knew or should have known the facts giving rise to the grievance. The Company is to reply in writing within seven (7) days.

Steps in grievance process: Non-disciplinary matters:

- Step 1 Within seven (7) days of reply or time limited for reply, a meeting with contact supervisor.
- Step 2 If Step 1 meeting not held or if grievance not resolved at Step 1, grievances go to next scheduled meeting of Grievance Review Board.

2.4 Grievance Review Board

The Grievance Review Board shall consist of two Union representatives (at a high level) and two Management representatives (at a high level), who will have the authority to agree unanimously to a final and binding settlement of any grievance or unanimously agree to the scheduling of any grievance.

Grievance Review Board meetings are to be scheduled regularly as agreed to by the parties or ordered by the Chief Arbitrator in all work locations. The purpose of the Grievance Review Board will be to attempt to settle all cases, failing which the Grievance Review Board will agree to facts where possible and ensure that all documentary and other evidence is disclosed by the parties.

If not resolved at the Grievance Review Board, grievances move to arbitration.

2.5 Disciplinary Matters

- 2.5.1** Prior to the imposition of any disciplinary penalty, the Company shall hold a Disciplinary Interview, which shall replace Step 1 of the grievance process.
- 2.5.2** The Company shall provide the Union and any employees who may be disciplined three (3) days' notice of the Interview.
- 2.5.3** The Interview shall take place between the Company, the Union and the accused individual.
- 2.5.4** The Company shall set out its allegations and except where the allegations could constitute a criminal offence, the Union or the individual(s) shall set out their version of the events. Minutes, but not a transcript, of the Interview setting out the substance of the discussion shall be taken.
- 2.5.5** The minutes of the meeting shall be provided to the Union and the accused individual(s) within seven (7) days of the Interview.
- 2.5.6** The Union and the accused individual(s) shall forward a written reply to the minutes, if any, within seven (7) days of receipt of the minutes.

- 2.5.7** Should the Company choose to impose discipline, the Union has ten (10) days to file a grievance commencing at Step 2.
- 2.5.8** Nothing in the disciplinary interview process is intended to interfere with the Company's right to investigate matters.
- 2.6 Facilities and Costs**
- 2.6.1** The Company shall provide the necessary facilities for all meetings in the grievance process.
- 2.6.2** Maintenance of normal earnings and payment of expenses shall be provided by the Company for all Union representatives on a grievance committee.
- 2.6.3** The fees of all arbitrators and costs associated with arbitration hearings shall be shared equally by the parties, subject to current practices.
- 2.7 Dispute Resolution – Article 8, Plan B and OGLs**
- Any Article 8, Plan B or OGL disputes shall be resolved on an expedited basis as set out below:
- 2.7.1** The Union shall commence this dispute resolution process by filing a grievance with the relevant contact supervisor. The parties shall meet within seven (7) days to attempt to resolve the grievance. Failing a resolution of the matter within fourteen (14) days of filing the grievance, the matter will be referred to the next meeting of the Job Classification Committee (JCC). Failing resolution at that meeting, the grievance shall be referred to the Job Classification Tribunal (JCT).
- 2.7.2** The JCC shall sit monthly or as otherwise agreed to by the parties and consist of two (2) Union and two (2) employer representatives. It shall have the power to resolve any Article 8 and Plan B disputes referred to it by unanimous agreement.
- 2.7.3** The JCT shall consist of a Chair, a Union nominee and a Company Nominee. The parties hereby nominate Chris Paliare and John West as their nominees. Martin Teplitsky shall be the Chair and may, after consultation with the parties, appoint his successor as Chair.
- 2.7.4** The JCT shall hear grievances on an expedited basis and decide at least fifteen (15) grievances per day. No decision of the JCT is precedent setting unless the JCT expressly declares it to be so.
- 2.7.5** Briefs shall be prepared by each party for each grievance including a statement of facts, brief argument and the relevant provisions

of the Collective Agreement. These briefs shall be provided to the Chair of the JCT at least 7 days prior to any hearing date. The Chair of the JCT will advise which grievances will require witnesses for credibility issues. The parties will also exchange these briefs.

2.7.6 The JCT shall determine its own procedure, may admit evidence that would not be admissible in court and may rely on such evidence to render a decision. The JCT shall have the power and authority to determine the real issues in dispute between the parties in any particular case and to relieve against time limits in the grievance process. All decisions will be final and binding. All arbitrators shall have the power to make interim relief orders. The JCT shall take into consideration the relevant terms of the Collective Agreement and its appendices.

2.8 Facilities and Costs

2.8.1 The Company shall provide the necessary facilities for all meetings in the Article 8, Plan B, and OGL grievance process.

2.8.2 Maintenance of normal earnings and the payment of expenses shall be provided by the Company for all Union representatives on a dispute resolution committee as per Article 2.7.

2.8.3 The fees of the JCT Chair and costs associated with JCT hearings shall be shared equally by the parties. Each party will pay its own nominee on the JCT.

2.9 The Company will finalize any formal grievances presently in the process of completion but not finalized before the Agreement is signed.

ARTICLE 2A DISCIPLINE AND DISCHARGE

2A.1 Any allegation that an employee has been demoted, suspended, discharged or otherwise disciplined without just cause shall be a fit matter for the grievance and arbitration procedures as provided for in this Collective Agreement.

2A.2 When disciplining or discharging probationary employees for just cause, it is recognized that the probationary period is an extension of the selection process and that they have short service. Therefore, the threshold for discipline and discharge may be less than that of a regular employee in similar circumstances.

2A.3 Disciplinary penalties resulting in a suspension without pay will not be imposed until a final decision, (agreement between Union and Management, or an arbitrator's judgment) has been reached.

2A.4 A copy of all letters of employee reprimand shall be sent to the chief steward, except in cases where in the Company's opinion the matter involved is of a confidential nature. In the latter instance, the letter will state that the Union has not received a copy of the letter.

This shall not prevent a supervisor from taking on-the-job disciplinary action including immediate suspension subject to later confirmation.

2A.5 Unless otherwise agreed to, after a letter(s) of reprimand has been on an employee's file for a maximum of two years, and there have been no further occurrences, then the letter(s) of reprimand will be removed from all files.

ARTICLE 3 ARBITRATION

3.0 The Arbitration Process

The arbitration process will continue on the basis of the practice currently adhered to by the parties, but any disputes relating to such practice or any requests for changes in the practice may be referred to the Chief Arbitrator, or Deputy Chief Arbitrator as referred to herein, for a ruling.

3.1 This procedure shall not apply to Union allegations of unfair treatment or Union concerns regarding the adequacy of job documents and/or the rating, for jobs covered by the Clerical-Technical Job Evaluation Plan or the Area Clerk Plan, which shall be processed in accordance with the challenge procedures contained in The Union Clerical-Technical Job Evaluation Manual.

3.2 Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

3.3 Unless the parties agree to a Board of Arbitration, or the Chief Arbitrator or the Deputy Chief Arbitrator so order, all grievances shall be submitted to Single Panel Arbitration.

3.4 Chief Arbitrator and Deputy Chief Arbitrator

For the duration of this Collective Agreement, Martin Teplitsky shall serve as the Chief Arbitrator. The Chief Arbitrator will have

exclusive, final and binding authority over all issues relating to the scheduling of cases, including decisions as to who hears which case and when it is heard and shall have the power to relieve against time limits, including those in the grievance process and the referral to arbitration in respect of all cases.

3.5 All Arbitrators

All arbitrators are to determine their own procedure, may admit evidence that would not be admissible in court and may rely on such evidence to render a decision. All arbitrators will have the power and authority to determine the real issues in dispute between the parties in any particular case and to relieve against time limits in the grievance process. All arbitrators' decisions will be final and binding. All arbitrators shall have the power to make interim relief orders.

3.6 Principles of Single Panel Arbitration

- (a) Arbitrators shall decide up to fifteen (15) grievances each day. The cases shall be heard on an expedited basis after the parties have exchanged their written briefs. Oral evidence may be called only where the arbitrator deems necessary and only with leave of the arbitrator.
- (b) The decisions are precedent setting and shall be accompanied by reasons on any non-factual issues.
- (c) The parties may use the services of counsel.

3.7 Powers of the Chief Arbitrator in the Single Panel Process

- (a) The Chief Arbitrator, in consultation with the parties, will have the power to:
 - (i) appoint arbitrators;
 - (ii) assign grievances for resolution;
 - (iii) schedule hearing dates in consultation with the parties.

Any of the Chief Arbitrator's powers may be delegated to the Deputy Chief Arbitrator.

3.8 Board of Arbitration

A Board of Arbitration shall consist of a Company nominee, a PWU nominee, and an Arbitrator. A party requesting that a grievance be heard by a Board of Arbitration shall do so in writing to the other

party within 10 days of the date the GRB referred the grievance to arbitration.

3.8.1 Nominees

Once either party notifies the other party that an unresolved grievance will be referred to arbitration, such notice shall contain the name of the first party's nominee to an arbitration board. The recipient of the notice shall within 10 days, if he/she consents to the grievance being heard by a Board of Arbitration, advise the other party of the name of its appointee to the arbitration board. The parties shall then have 10 days to agree to a Chairperson for the Board of Arbitration.

3.8.2 Arbitrator

If the parties agree that a Board of Arbitration should hear a grievance but fail to agree upon a chairperson within the time limit, an appointment shall be made by the Chief Arbitrator, or, if the Chief Arbitrator is incapable of doing so, through the facilities of the Ontario Labour Management Arbitration Commission or the Minister of Labour, upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Board of Arbitration, but if there is no majority, the decision of the chairperson shall govern. However, in no event shall the Board of Arbitration have the power to change, alter, modify or amend any provision of this Agreement.

3.8.3 Powers of the Chief Arbitrator in the Board of Arbitration Process

- (a) To determine the hours within which arbitrations are conducted.
- (b) To assist in reducing the cost, and reducing the delay and increasing the efficiency of the arbitration process.

ARTICLE 4 WORKING CONDITIONS

- 4.1** Working conditions during the term of this Agreement shall be as outlined in this Agreement and Mid-Term Agreement³ except such Mid-Term Agreements as are agreed obsolete by the parties.

³ A Mid-Term Agreement is a modification of the Collective Agreement executed by the parties on the prescribed form (a specimen of which is shown below) during the term of the Collective Agreement.

In addition, the general environmental privileges surrounding an employee shall also be considered as working conditions. These privileges would include such things as wash-up time, transportation facilities, safety appliances, general safety or health precautions.

- 4.2** Any modification within the confines of this Agreement shall be subject to agreement by the Company and the Union's executive. Changes to the undernoted subjects, however, can be made with the written agreement of the Chief Steward with the exception as noted in 4.2 (e) and may be cancelled by either party upon the giving of 30 days' notice:
- (a) Changes in working hours between the hours of 7:00 am to 6:00 pm for an individual, work group or crew.
 - (b) The extension of acting positions beyond 90 days as outlined in Part B Section 10.0 and Part D Section 8.0.
 - (c) Modifications to hours of work (specific) at all locations for banked time arrangements.
 - (d) Local extensions to a maximum of three months beyond the normal 15 accumulated months (in which there have been no breaks in employment exceeding five months) on the use of temporary employees to meet short term staffing requirements without invoking regular-seasonal status.
 - (e) Arrangements allowing flexibility for employees assigned to temporary work headquarters subject to PWU Sector Vice-President or delegate approval.
- 4.3** Unless specifically referred to in a Mid-Term Agreement the pertinent provisions of the Collective Agreements shall apply.

(SAMPLE)
**MID-TERM AGREEMENT
TITLE**

Number

Date

It is jointly agreed that the following Mid-Term Agreement shall form part of the Collective Agreement between the parties:

THE COMPANY

UNION

- 4.4** Employees shall be allowed access to their own personnel file. Employees should submit the written request to their supervisor. Review of the file shall be carried out in the presence of the supervisor or human resources contact. Additions or deletions to

the file shall be made only with the approval of the supervisor and the human resources contact.

ARTICLE 5 UNION SECURITY

- 5.1** All employees covered by this Agreement who are members of the Union on the date hereof shall, as a condition of employment, maintain such membership.
- 5.2** Employees who are not members on the date hereof but who become members of the Union subsequent to said date shall as a condition of employment, maintain their membership thereafter.
- 5.3** New employees shall, as a condition of employment, be or become members of the Union within 15 days of their engagement and shall, as a condition of employment, maintain their membership thereafter.
- 5.4** Membership as a condition of employment as specified in 5.1, 5.2 and 5.3 shall not apply while membership is withheld or suspended, or where a member is expelled by the Union.
- 5.5** In all cases for employees in the Collective Bargaining Unit as defined in Article 1, the Company shall be responsible for the signing of dues authorizations and shall deduct from the weekly wages of each employee, an amount equal to the weekly Union dues in effect at the time and shall transmit the monies so deducted to the Financial Officer of the Union at the times designated by the Union.
- 5.6** A Union representative will be given an opportunity to conduct an orientation session for new probationary/regular employee(s) or temporary employees with greater than 6 months' service within regular working hours at a time and of a duration that is mutually agreeable between the Company and the Union. The purpose is to acquaint the new employee with the benefits and duties of Union membership.
- 5.7** The Company will not oppose any action by the Union to discipline its members as identified in its constitution.

ARTICLE 6 NO DISCRIMINATION

- 6.1** The Company shall not discriminate against an employee because of membership or activity in the Union or the exercise of his/her lawful rights, and any employee covered by the Agreement who feels that he or she has suffered discrimination shall have the

right to seek redress in accordance with Grievance and Arbitration Procedures.

- 6.2** An employee who has a complaint with respect to discrimination in the employment relationship, as envisioned under the Human Rights Code, will have access to the internal Human Rights resolution process if he/she so desires. The employee, if he/she so desires, may have a Union representative present. The complaint, the Human Rights resolution process and the results of same shall not be subject to the grievance/arbitration process.

ARTICLE 7 MANAGERIAL RIGHTS OF THE COMPANY

The Company has and shall retain the exclusive right and power to manage its business and direct its working forces including, but without restricting the generality of the foregoing, the right to hire, suspend, discharge, promote, demote, and discipline any employee. The Company shall exercise the said functions in accordance with the provisions of this Collective Agreement.

ARTICLE 8 JOB CLASSIFICATION AND WAGE RATES

Job classification and wage rates shall be as they appear in wage schedules constituting part of this Agreement. The Company shall discuss with the Union any changes to existing job classifications and wage rates, or the introduction of new job classifications and new wage rates. Where a difference arises between the parties, the Company may introduce the new or amended job classification or wage rates; but either party may require that the difference between them be submitted directly to the arbitration process as detailed in Article 2.7 and the decision shall be binding on both parties.

ARTICLE 9 SPECIFIC MATTERS OF AGREEMENT

- 9.1** These matters are to be dealt with in accordance with Parts 'A', 'B', 'C', 'D' and the Union Clerical-Technical Job Evaluation Manual.
- 9.2** Where a new field of endeavour is undertaken by the Company and the employees concerned fall within the jurisdiction of the Union by virtue of Article 1, the question of whether such employees will be covered by an existing part of the Collective Agreement, an existing part of the Collective Agreement with special provisions or modifications, or a new part of the Collective Agreement will be one for joint agreement.

ARTICLE 10
SELECTION TO VACANCIES

10.1 General

- 10.1.1** No person shall be appointed to a vacancy in the PWU jurisdiction until all qualified PWU represented applicants have been selected. This restriction is limited to situations involving inter-Union jurisdiction and does not apply to non-Union personnel.
- 10.1.2** If an employee is appointed to a vacancy within the PWU jurisdiction from a bargaining unit which restricts seniority in the Company to its own membership, his/her seniority will be limited to service within the PWU bargaining unit.
- 10.1.3** The Company may request a waiver of Posting and/or Selection from PWU when there are medical reasons related to the employee or his/her immediate family, as verified by the Chief Physician/Manager of the Health Services Department. If the waiver request is agreed to by the Union, the employee will be appointed to the position.

Employees appointed to positions, which are filled due to an agreed to waiver of posting and/or selection, will be entitled to moving expenses in accordance with the provisions of Part 'A', Item 23.0.

10.1.4 Appointments/Notification

- 1.** If the candidate selected has already been appointed to another position, but has not yet reported to the new job, he/she shall be given the opportunity of choosing the one he/she prefers unless it is in the Company's interest that he/she accepts the first appointment.
- 2.** On request, the Company will explain, in writing, to any unsuccessful applicant for an advertised vacancy, the reason why he/she was not selected for the position.
- 3.** All regular full time and regular part time positions within or one level above the Union's jurisdiction will be advertised province-wide when they become vacant. Selection to be made or the vacancy cancelled within four months after the posting date of the advertisement. Transfers of successful applicants to be made or rate for the new position paid in accordance with the Promotion Rule as identified in Part A, Section 24.1, 60 days from the date of selection for the position.
- 4.** Vacancies as set out in Article 10.5 shall not be subject to the provisions contained herein 10.1.4.7 to 10.1.4.9 inclusive.

5. *One electronic copy of all posted vacancies within or one level above the PWU's jurisdiction will be forwarded to the Union as designated by Sector 3 Vice President.*

6. One copy of the compiled list of applicants for all advertised vacancies will be forwarded to the Union office.

7. When a final decision has been made, the supervisor of the vacancy will ensure that:

The unsuccessful applicants who were interviewed are notified of the final decision as soon as possible. The name of the successful applicant should be given.

The successful applicant and his/her supervisor is notified.

Notify Human Resources of the name of the successful applicant for publication in the selection notices. This published list will be considered appropriate notification for those applicants who were not interviewed.

8. Similar Vacancies

When a similar vacancy occurs beyond four months following the posting date of the advertisement, it must be re-posted and considered separately.

9. Instructors and Training Technicians

Advertised vacancies for instructors and training technicians may be filled on a temporary basis. The time period shall not exceed 18 months after which the incumbent will revert to his/her regular classification and location. The position(s) will be advertised each time with the provision that an employee will not be selected for two (2) consecutive terms. The employee shall be compensated as per Part 'A' Item 17.1.1 for the position while he/she is retained in it and his/her progression in his/her original classification will not be delayed because of such temporary assignment. The number of positions in a department filled on a temporary basis will not exceed 50% of the positions filled on a regular basis.

10.1.5 The following definitions shall be used to determine an employee's entitlement to be considered for a non-supervisory vacancy:

(A) Seniority

Except as provided in Section 10.1 of this Article:

1. An employee's seniority, for purposes of selection to vacancies, shall be the service credit as defined in Part 'A', Item 5.0.
2. Service with an acquired company will be added to the employee's seniority.
3. The total service credit with the Company will be used for comparing seniority of applicants rather than service in a position, trade, or occupation.

(B) Base Weekly Income

1. The maximum base rate per classification as shown on wage schedules 20, 21, and 31.
2. The maximum base hourly rate per classification as shown on wage schedules 24, 25, 26, 27, 28, 29, 30 and 32 multiplied by 40 hours.

(C) Promotion Application

1. Where the base weekly income (maximum rate) of the advertised position is higher than the base weekly income (maximum rate) of the applicant's present position.
2. Where an employee submits an application to a position of equal rating (same base weekly income) which requires fewer normal weekly hours of work.
3. Where an employee who presently occupies a position regularly requiring or subject to shift work, applies for a position of equal rating (same base weekly income) but not regularly requiring or subject to shift work.

(D) Lateral Application

Where the maximum rate (base weekly income) of the position applied for is equal to the maximum rate of the applicant's present position and the factors identified in 10.1.5 C (2) and 10.1.5 C (3) do not exist.

(E) Demotion Application

Where the maximum rate (base weekly income) of the position applied for is lower than the maximum rate of the applicant's present position.

10.2 Supervisory Positions

1. In considering applicants for supervisory positions, primary consideration should not be given to seniority but to personal qualities such as leadership, reliability, judgment, ability to organize and instruct and an understanding and a display of the practice of good human relations. For supervisory positions, an endeavour will be made to select the most promising candidate.
2. Only those individuals satisfactorily possessing the above characteristics, as assessed by the Company, should be considered. Where practicable, applicants for supervisory positions should be interviewed by the supervisor responsible for the selection. Seniority will govern only in cases where there does not appear, in the Company's opinion, to be much difference in qualifications.
3. For the purpose of this Article, supervisory positions will include:
 - (a) Union Trades Supervisor – Level 3 and higher positions in the trades
 - (b) Clerical-technical jobs which are credited with degree 3 or higher in the Responsibility for Supervision factor of the Clerical-Technical Job Evaluation Plan.
 - (c) Supervising Meter Reader
4. The provisions of Article 10.2.(3.) above will not affect the status of incumbents for Union representation or the future posting of vacancies as they may occur.
5. Appointments to positions above the jurisdiction of the Union shall not be subject to the Grievance Procedure. However, the Company will give due consideration to representations of the Union where there is evidence of obvious irregularities or discrepancies.
6. Candidates selected to supervisory vacancies which represent a lateral or demotion in accordance with Article 10.1.5 and employed for a minimum of five years in their current work headquarters shall be entitled to moving

expenses in accordance with the provisions of Part 'A', Item 23.0. Candidates selected to promotions shall be entitled to moving expenses in accordance with the provisions of Part 'A', Item 23.0.

10.3 Non-Supervisory Positions: Clerical Technical and Controller/Dispatchers

Exceptions: Positions identified in Section 10.2, 10.4 and 10.5 of this Article.

1. The Company will use all available information and determine those applicants who are qualified to fill the vacancy.

One of the requisites is the minimum years of experience as set out in the job specification. Before any consideration is given to seniority the supervisor responsible for making the selection must determine, from the list of applicants, those employees who have the qualifications to do the job satisfactorily.

A recommendation by the supervisor should then be made from the qualified employees, overall seniority being the governing factor.

An employee's experience with another company will be taken into consideration in determining his/her qualifications for a position.

- 10.3.1** Management reserves the right to restrict the application to a vacancy under Article 10.3 when the selection of candidates, for whom it may result in a lateral or demotion, reduces the capability in a given classification below that considered by Management as required for the effective continued operation of the sending department at a location (eg, P&C Staff at Middleport). In such situations, only those senior qualified candidates will be selected from that department at a location which will not adversely affect its effective continued operation; the remaining senior qualified candidates will be selected from other departments at a location on the same basis. Location is defined in Article 11.3.

Employees will receive written notice from his/her supervisor if their selection may be voided because they cannot be released. A copy of this written notice is to be given to the Chief Steward.

10.3.2 Transportation and Moving Expenses

Candidates selected to non-supervisory vacancies which represent a lateral or demotion in accordance with Article 10.1.5 and

employed for a minimum of five years in their current work headquarters shall be entitled to moving expenses in accordance with the provisions of Part 'A', Item 23.0. Candidates selected to the promotions shall be entitled to moving expenses in accordance with the provisions of Part 'A', Item 23.0.

10.4 Non-Supervisory Positions: Trades

Selection to Trade Classifications on Wage Schedule 25 (Trade Groups 01 and 02), Wage Schedule 28, Wage Schedule 27 (Trade Group 01, 02, 07), Wage Schedule 24 (Trade Group 01, 10).

1. Senior qualified journeyman⁴ from a formally established travelling crew with three (3) or more years continuous service on the travelling crew for whom the vacancy represents an equal classification, provided that not more than 20% of the total classification complement from a travelling crew is transferred in a calendar year. In calculating the 20% attrition ratio, a transfer for purposes of this item will be defined as any employee transfer out of such travelling crew to any position within the Company. Moving expenses as defined in Part 'A', Section 23.5 will apply to such transfers.
2. Senior qualified journeyman applicant for whom the vacancy represents an equal classification.
3. Senior qualified applicant from another classification.
4. The Union will meet with Management twice yearly to participate in the development of selection strategies of the following:
 - (I) Senior qualified journeymen from the PWU Hiring Hall.
 - (II) Senior qualified employees from the PWU Hiring Hall who have successfully completed the Hydro One Inc. apprenticeship or are currently enrolled in the Hydro One Inc. apprenticeship. This group shall comprise 70% of the selections (rounded to the closest number of employees) under this item provided sufficient applicants are available. Selections beyond 70% require joint agreement.
 - (III) All other regular internal applicants.

⁴ Defined as the qualified journeyman who has the longest tenure on their current formally established travelling crew. Tenure flows between travelling crews if employees are transferred as a result of Article 11.

Note: When selecting from (I) or (II) above, Section 18 of Appendix "A" shall apply to each group separately.

5. External applicants

10.4.1 Selection will be subject to:

- (a) The employee must be releasable in accordance with the provisions of Article 10.3.1. This does not apply to 10.4.(1.)
- (b) Employees with documented performance deficiencies or job related health limitations as identified by the Health Services Department may not be eligible for lateral considerations.

10.4.2 Transportation and Moving Expenses

Candidates selected to non-supervisory trades positions will not be automatically entitled to the moving and transportation expenses provided in Part 'A', Item 23.0. Reimbursement of any such expenses incurred by the employee, in whole or in part, shall be at Management's discretion.

10.5 Non-Supervisory Positions: Other Positions

The following classifications will be selected on the following basis:

- Trades positions of journeyman rank and lower covered by Part 'B' with the exception of Wage Schedule 25 (Trade Groups 01 and 02), Wage Schedule 28, Wage Schedule 27 (Trade Group 01, 02, 07), and Wage Schedule 24 (Trade Group 01, 10).
 - Controller/Dispatcher Trainees
 - Other jobs below Grade 55 covered by the Clerical-Technical Job Evaluation Plan.
1. Article 10.5 vacancies will be internally advertised province-wide for the same time period as other vacancies. Similar vacancies that occur within four months of the posting date of the advertisement will not require posting.
 2. All employees are eligible to apply and will be given fair and objective consideration prior to hiring of applicants from outside the Company. When making appointments, seniority will not be the governing factor.
 3. The senior qualified journeyman applicant for whom the vacancy represents an equal classification will be selected subject to the following:

- (I) The employee must be releasable in accordance with the provisions of Article 10.3.1.
- (II) Employees with documented performance deficiencies or job related health limitations as identified by the Health Services Department may not be eligible for lateral considerations.
- (III) When filled by the senior qualified applicant as per the above, the resulting backfill vacancy will be filled in accordance with provisions of paragraph 10.5.(2.)

4. Selection Priority

Selections will be made in the following order:

- (I) Senior qualified journeyperson applicants for whom the vacancy is an equal classification.
- (II) Applicants selected on the basis of fair and objective consideration.

- 5. Article 10.5 vacancies are different from other vacancies, hence there shall be no requirement upon the Company to apply the provisions related to posting of vacancies contained in 10.1.4. The successful applicant will be identified in the Selection Notices.

10.5.1 Transportation and Moving Expenses

Candidates selected to vacancies as per Article 10.5 will not be automatically entitled to the moving and transportation expenses provided in Part 'A', Item 23.0. Reimbursement of any such expenses incurred by the employee, in whole or in part, shall be at Management's discretion.

Candidates selected to controller/dispatcher trainee positions who have two years' service shall be entitled to moving expenses in accordance with the provisions of Part 'A', Item 23.0.

10.6 Transition Provisions

- (a) After March 31, 2002, an employee in a bargaining unit whose collective agreement has a reciprocal clause who is in receipt of a notice of termination/layoff from that bargaining unit or who has been laid off and subject to recall or who has been identified as overcomplement is eligible to apply to posted vacancies and placement opportunities in Hydro One. He/she will be given fair and objective consideration for employment before new hires. A successful applicant will

transfer his/her service credit and seniority credits to the new Company. No employee hired pursuant to this Article will be entitled to any relocation or moving expenses under the provision of any Collective Agreement.

- (b) Employees in a bargaining unit who are not covered by Item 10.6 (a) may apply for posted vacancies and placement opportunities in another bargaining unit. The employer in receipt of the application has no obligation to consider the application of such employee(s) from another bargaining unit. A successful applicant will transfer his/her service and seniority credits to the new employer.
- (c) The provisions of Article 10.6 (a), and (b) have no application to any person who was not an employee of Ontario Hydro on August 31, 1998 or whenever the move to successor Collective Agreements is complete.
- (d) Any service credit restoration, as per Part A, Item 5.0, shall include service earned as an Ontario Hydro employee and service earned as an employee of any Ontario Hydro successor company.

ARTICLE 11 SURPLUS STAFF PROCEDURE

Table of Contents

11.0	Worksite Redeployment
11.1	Surplus Staff Procedure – Sequence of Events
11.2	Application
11.3	Definitions
11.4	Occupational Group Listings (OGLs)
11.4.1	Failure to Demonstrate Qualifications
11.4.2	Expedited Grievance and Arbitration Process for Job Classification Grievances and OGL Dispute Resolution
11.5	Notice Of Termination/Layoff
11.6	Employee Elections
11.7	Failure to Complete The Form
11.8	Cash Out During The Notice Period
11.9	General

- 11.10 Senior Choice/Junior Force (Province Displacement)
- 11.11 Displacements
 - 11.11.1 Equal Stream
 - 11.11.2 Lower Stream
 - 11.11.3 Senior Choice/Junior Force (Within Location)
- 11.12 Displacement and Recall Rights
 - 11.12.1 Probationary Employees
 - 11.12.2 Regular Seasonal
- 11.13 Permanent Location Closings
- 11.14 Severance Pay
 - 11.14.1 Reduced Severance Pay on Refusing a Position
 - 11.14.2 Benefit Continuance/Tuition/Outplacement Services
- 11.15 Failure to Report To Assigned Positions
- 11.16 Selection to Vacancies
 - 11.16.1 Jurisdiction
 - 11.16.2 Selection Priority
- 11.17 Recall
- 11.18 Limitations to Turnover
- 11.19 Wage Maintenance
- 11.20 Moving Expenses

NOTE:

Appendices A & B of Article 11 form part of this Collective Agreement. Any changes to lists, including the addition or deletion of locations, worksites and work centres shall require joint agreement. Such joint agreement will be reached prior to the movement of staff.

11.0 Worksite Redeployment

This provision may be implemented and completed without activating Article 11 in total.

Employees who are over complement and must redeploy will be given the options of available sites along with the option of severance as described in Article 11.14.1 and item 2(a) below.

1. Within a worksite⁵, Management may deploy employees within equal classifications.
2. Where Management has identified an over-complement in a classification at a worksite(s) and an under-complement at another worksite(s) in an equal classification⁶, Management may deploy employees from an over-complement worksite to an under-complement worksite on a senior choice/junior force basis until either the over-complement or under-complement ceases to exist, whichever occurs first.
 - (a) A junior employee who refuses to be transferred will be subject to discipline up to and including termination. All disputes regarding the discipline and termination of an employee who refuses a transfer will be referred to Martin Teplitsky for resolution on an expedited basis. An employee who is terminated for refusing a transfer under the terms of this agreement shall be eligible to receive reduced severance pay pursuant to Article 11.14.1(i) as well as Article 11.14.2 (Benefit Continuance/Tuition/ Outplacement Services), if the proposed transfer is to a worksite that is not within a reasonable commuting distance from his/her residence.

Where an employee is terminated for refusing to transfer to a worksite which is within reasonable commuting distance from his/her residence, there is no severance or other provisions payable to such employees.

- (b) Management has the right to determine the classification(s), number of over-complement positions, number of under-complement positions and the worksite(s) that will be dealt with under each operation of this provision.
- (c) Management will provide at least four (4) weeks' notice to employees in the over-complement classification and worksite of the intended date of transfer by posting in the over-complement worksite(s) a notice which sets out:
 - the affected classifications;
 - number of positions to be filled;
 - under-complement worksite(s); and
 - proposed transfer date.

Subsequent to this four (4) week posting employees designated for transfer will be provided with at least two (2) weeks' notice of their actual transfer date. In determining an employee's transfer date the company will consider the

5 As defined by Article 11, Appendix B

6 As defined by Article 11

personal circumstances of the employee and the business needs of the company. A copy of this notice will be provided to the PWU Sector 3 Vice President.

- (d) Employees transferring will be entitled to moving expenses and housing assistance as set out in Part A, Item 23 except where as a result of the transfer the employee has a different work headquarters that is within a reasonable commuting distance from his/her residence.
3. Under-complement positions that remain vacant after the operation of 1 and 2(a) will be posted in accordance with the Collective Agreement.
4. If the transfer results in a move to a lower-rated equal classification, wage maintenance as per 11.19 will apply.
5. There will be no permanent transfers under this Article into a worksite/centre which has been identified as a worksite/centre to be closed permanently during the 18 month period following intended transfer date.
6. Medically restricted at work (MRAW) employees who have had a special position created for them cannot be terminated for refusing a transfer under 11.0 (2). In the event that there is a closure of a worksite, the MRAW employee will transfer in accordance with this Article and where necessary be accommodated in accordance with applicable legislation.
7. Performance Limitations: When an individual has a verifiable physical or medical limitation and is not required to be accommodated under the Human Rights legislation and which prevents him/her from performing the essential functions of a job in his/her Occupational Group Listing (OGL) into which he/she may be transferred, and which is voluntarily identified in advance of determining those to be transferred, the Company and the Union will meet to discuss this individual. It is understood that if there is no mutual agreement the Company may proceed to implement the layoff. Nothing in this Article is intended to require any employee to self-identify or to modify in any way the rights or obligations of the Company, Union or employee under the Human Rights legislation.
8. Employees on pregnancy/parental leave, or assignment outside Ontario or approved leave of absence, vacation, sick leave will be subject to this process and be required to participate as if they were in their regular position. Such employees will assume their new positions upon return and until such time the positions will be filled on a temporary basis if required by the Company.

The company will make reasonable efforts to contact personally employees on such leave but in any event such employees will be provided with written notification that the Company is initiating a worksite redeployment. The Company can only rely on the last address and telephone number provided by the employee.

9. Employees on LTD including those in a LTD funded Rehabilitation and Re-employment Program may not be subject to the provisions of Article 11.0.
10. Notwithstanding the provisions of this Article an employee who is within five years of normal retirement or within five years of eligibility for undiscounted pension when faced with worksite redeployment, with joint agreement may be given special consideration for worksite protection/preference.
11. Notwithstanding the provisions of this Article, the parties may make special arrangements for employees who are disabled to the extent that alternative employment would be difficult to find.

11.1 Surplus Staff Procedure – Sequence of Events

Prior to/in place of the implementation of the surplus staff procedure outlined below the Company will offer Cash Out to employees in a location in an over complement classification (or equal classification) to eliminate the over complement situation. Employees who elect to accept the Cash Out offer shall be eligible to receive the provisions of Article 11.8.1.

In the event that the number of employees to be issued initial notice of termination/layoff is 40 or less, the process outlined below shall be modified such that only those employees impacted as a result of the layoff or displacement process shall participate. The company will provide the PWU a listing of those employees who will receive initial notice of layoff/termination and those employees potentially impacted by the displacement process two weeks in advance.

Layoffs/Termination(s) of regular employees, as a result of the operation of Article 11.1 will be implemented a maximum of once each calendar year.

1. The Company will notify the PWU and the Job Evaluation Department of the intention to run Article 11 approximately two weeks in advance. Job challenges and Management job reviews will be frozen from the date of this notification until the announcement date of the results of Article 11.
2. All regular employees will have a completed option election form retained on their personnel file (901). Approximately one week prior to notice date, all regular full-time and regular part-time employees shall be provided with a personal information package.

3. The Company will give initial notice of termination/layoff in accordance with Article 11.5.
4. The Company will confirm to employees all information received on revised Option Election Forms.
5. Requests to correct employee base data (in item #2 above) are received by the PWU from the employee and forwarded to the Company.
6. Employees who received initial notice of termination/layoff and employees who are in an equal classification at the location shall receive priority consideration to posted vacancies which represent a lateral or demotion, commencing 8 (eight) days after initial notice has been provided.
7. After all data is collected and the Company is in a position to apply Article 11, there will be a “freeze” period during which vacancies will be held open. This period shall be for a minimum of three weeks before employee displacement rights are determined and announced by the Company. These vacancies may be filled on a temporary basis during this freeze period pending the determination and announcement of the results of the application of Article 11.
8. Employee displacement rights will be determined and those employees who will be displaced, laid off and/or terminated shall be identified. All displacements and the names of employees to be laid off or terminated will be identified “on paper” at the outset prior to implementation of any changes resulting from the announced reduction of complement.
9. The names of the employees who will be displaced, laid off and terminated shall be announced.
10. After the Company announces the results of the application of Article 11, employees displacing into another location will be identified and worksite/centre preference will be determined by seniority on a senior choice/junior force basis.
11. The “freeze” on filling vacancies ends at the time of the announcement. During the period after the announcement and prior to the date of termination set out in the initial notice of termination/layoff, the Company, pursuant to Article 10, will post vacancies which remain unfilled after the displacement process and new vacancies as they arise. Employees faced with layoff shall be given priority consideration to such vacancies which represent a lateral or demotion over other applicants. If vacancies remain unfilled after the Article 10 process, during the period prior to the

layoff fair and objective consideration for such vacancies will be given to applications from employees to be laid off.

12. The implementation of displacements, layoffs and terminations pursuant to the Article 11 process will commence on the date of termination/layoff identified in the initial notices unless extended by the Company in accordance with the *Employment Standards Act* and regulations and subject to any “reversals” which may have occurred as a result of employee terminations.

11.2 Application

- (a) This procedure applies only to the bargaining unit in this Collective Agreement.
- (b) This procedure applies to regular full-time and regular part-time employees. The displacement and recall rights of probationary employees and regular-seasonal employees are limited to those contained in 11.12.
- (c) The Company will supply the PWU Bargaining Resource Department with an accurate computerized seniority list (see note below) separated by Occupational Group Listings (OGL's) and sorted by province and locations on February 1st and August 1st and at the time the Company gives initial notice of termination/layoff under this Article.

The Company will also post a seniority list in each worksite on February 1 and August 1. The seniority list will be a single list of employees, which will include the following information (subject to revision after consultation with the Company and the PWU):

- Name/employee number
- ECD
- Base OGL
- Level
- OCC code
- Title
- Building code
- Geographic location
- Status
- Business

In the absence of a challenge in writing by the Union within thirty (30) calendar days of posting, the seniority list will be deemed to be accurate and the Union will not subsequently be able to challenge the accuracy of the list. In the event of a challenge, the parties will try to resolve any differences. If there is no agreement, either party may refer the challenge to

Arbitrator Teplitsky under the expedited dispute resolution process for deciding OGL disputes.

NOTE

The computerized seniority list provided to the PWU will contain the following data:

Last Name, Initials, ECD, Occupational Code, Job Title, Schedule, Base Occupational Group Number, Grade, Location, Building Code, Payroll Number, Business Unit, Division, Department, Hours of Work, Date of Notice of Termination/Layoff, Date of Expiry of Recall, End Rate of Classification.

- (d) Approximately one week prior to notice date, all regular full-time and regular part-time employees shall be provided with a personal information package containing the following:

- Name
- Employee Number
- Established Commencement Date (ECD)
- Base Building Code
- Geographic Location
- Occupation Code
- Job Title
- OGL number and level
- Current Option/Election form choices
- Blank Option/Election form
- Listing of locations (Appendix A)
- Copy of Hydro One Inc. maps

In the absence of a written challenge by the union prior to freeze date, the employee data will be deemed to be accurate and the union will not subsequently be able to challenge the accuracy of the information.

- (e) Medically Restricted at Work (MRAW) employees who have had a special position created for them cannot be displaced. In the event that there is a closure of a worksite or the special position is redundant, the MRAW employee will displace in accordance with this Article and where necessary be accommodated in accordance with applicable legislation. For purposes of Article 11 the MRAW employee will be deemed to be in the classification held immediately prior to being placed in the special position.
- (f) Performance Limitations: When an individual has a verifiable physical or medical limitation and is not required to be accommodated under the Human Rights legislation

and which prevents him/her from performing the essential functions of a job in his/her Occupational Group Listing (OGL) into which he/she may be displaced, and which is voluntarily identified in advance of determination of displacement rights following notice of layoff, the Company and the Union will meet to discuss this individual. It is understood that if there is no mutual agreement the Company may proceed to implement the layoff. Nothing in this Article is intended to require any employee to self-identify or to modify in any way the rights or obligations of the Company, Union or employee under the Human Rights legislation.

- (g) Employees on pregnancy/parental leave, or assignment outside Ontario or approved leaves of absence, vacation, sick leave will be subject to this process and be required to participate as if they were in their regular position. Such employees will assume their new positions upon return and until such time the positions will be filled on a temporary basis if required by the Company.

The Company will make reasonable efforts to contact personally employees on such leave but in any event such employees will be provided with written notification that the Company has initiated lay-off procedures and that their employment status may be affected. The Company can rely on the last address and telephone number provided by the employee.

- (h) Employees on LTD including those in a LTD funded Rehabilitation and Re-Employment Program may not displace nor are they subject to displacement.
- (i) Notwithstanding the provisions of this Article an employee who is within five years of normal retirement or within five years of eligibility for undiscounted pension when faced with displacement or layoff, with joint agreement may be given special consideration for worksite protection/preference.
- (j) Notwithstanding the provisions of this Article, the parties may make special arrangements for employees who are disabled to the extent that alternative employment would be difficult to find.

11.3 Definitions

1. "Base weekly rate" and "base hourly rate" include pay equity adjustments.
2. "Classification" shall mean an employee's trade or job title.

3. “Equal Classification” or “Equal” is a classification in an employee’s OGL where the base weekly rate or base hourly rate is the same except that:

- (a) Some hourly rated trades have been identified as equals where most of the job duties are the same but the wage rate is different.
- (b) For pay equity adjusted rates, equal will be deemed to be those jobs whose terminal rates meet or exceed the Step 3 rates listed on Salary Schedule 20.

Example 1: Grade 55 + PEA, equivalent to Grade 57, Step 2 = Grade 56 and can displace Grade 56 jobs under Article 11 (Grade 56 (no PEA) can also displace this Grade 55 job).

Example 2: Grade 55 + PEA, equivalent to Grade 58 Step 2 = Grade 57 and can displace Grade 57 jobs under Article 11 (Grade 57 or 56 (no PEA) can also displace this Grade 55 job).

4. Lower: Lower Classification or Lower is a classification in an employee’s OGL where the base weekly rate or base hourly rate is lower.

For pay equity adjusted rates, lower will be deemed to be those jobs whose terminal rates are lower than the Step 3 rates listed on Salary Schedule 20.

Example 1: Grade 56 (no PEA) is lower than a Grade 55 + PEA equivalent to Grade 57 Step 3.

5. “Worksite” is a place of operations as identified by building code(s) and identified in Appendix A. An employee’s worksite will be their regular work headquarters as defined in Part A, Item 18.2.

6. “Work Centre” as identified in Appendix A.

7. “Location” means a geographic area which includes worksite(s) and/or work centres. Locations are identified in Appendix A.

8. “Occupational Group List (OGL)” means a jointly agreed to list of Equal and Lower classifications into which an employee can exercise displacement rights. OGLs are equals and lowers within the appropriate job family which an employee can satisfactorily perform within a reasonable period of familiarization and orientation.

9. "Surplus Employee" is an employee who has been given notice of termination/layoff by the Company or an employee who may be displaced or who is displaced from his/her position.
10. (a) "Seniority" means the service credit as defined in Part A Section 5.0, except for the restrictions contained in Article 10.1.2.

- (b) Where employees have the same seniority the employee with the highest employee number is deemed to be the more senior employee.

For purposes of determining displacements, layoffs and terminations, seniority will be calculated as of the date of the initial notice of termination/layoff. For all other purposes including subsequent layoffs, seniority will continue to accrue.

11. "Job Family" is a collection of jobs or job classifications involved in the same general nature of work.

It is recognized that some jobs straddle two (2) job families, e.g., technical-clerical. For these exceptions, jobs from both families may be included in the OGL.

The family for those jobs which do not neatly fall into one of the below will be jointly determined as required.

There are four families as listed below:

Clerical: Involving gathering, analysing, processing, recording, disseminating information or data, and/or the operation of miscellaneous office machines or equipment.

Technical: Involving the choice, application and/or manipulation of formulae, principles, techniques or natural laws in practical, mechanical or industrial arts or applied sciences.

Drafting: Involving the drawing up or preparation of plans, drawings, bills of materials, etc.

Trades/Controller/Dispatcher:

Involving skilled labour in areas such as electrician, mechanic, Regional Maintainer, labourer, controllers/dispatchers, etc.

12. "Former Classification" is defined as the position/ classification (previous occupation code) last occupied by the employee within five years of the Notice of Termination/Layoff excluding relief,

acting and temporary assignments. If the previous occupation code has been obsoleted and replaced by a new code, the new code and the old code will be deemed to be one and the same code for the purposes of determining former classification.

11.4 Occupational Group Listings (OGLs)

1. For a job to be included in an OGL, it must be a job which can be satisfactorily performed by the average employee in the surplus classification within a reasonable period of familiarization and orientation. This period will vary depending on the complexity of the job.
2. All existing jobs are placed in OGLs. OGLs shall be part of this agreement but shall be published in a separate publication.
3. New OGLs shall be jointly developed for new jobs or for existing jobs which have materially changed or for jobs which have the wage rate adjusted. If the parties cannot agree on an OGL, the dispute will be referred to Arbitrator Teplitsky for resolution in accordance with Article 11.4.2.

11.4.1 Failure to Demonstrate Qualifications

Once an employee displaces into a position in an OGL, the employee must be able to demonstrate an acceptable level of performance within a reasonable period of familiarization and orientation. Failure to achieve an acceptable level of performance in this time will result in layoff with severance as per 11.14 and recall rights to their pre-displacement classification.

11.4.2 Expedited Grievance and Arbitration Process for Job Classification Grievances and OGL Dispute Resolution

If the parties cannot agree on an OGL the disputes will be referred to Arbitrator Teplitsky for resolution as per Article 2.7 Dispute Resolution – Article 8, Plan B and OGL Process.

1. In the event of any lay-off, it is the parties' intention that best efforts will be used to resolve outstanding disputes before the beginning of the "freeze" period which precedes the announcement of displacement rights and the expedited procedure established herein will be used for this purpose. Where possible, priority shall be given to those disputes which could have an influence on classifications which may be affected by the proposed layoff. However, any unresolved disputes will not stop the Company from implementing any terminations/layoffs.

11.5 Notice of Termination/Layoff

1. The Company will give initial notice of termination/layoff to the most junior employees in a classification in a worksite. Employees

who receive initial notice of termination/layoff shall also receive cash-out information, selection priority information, and personal OGL information. Notices listing those employees receiving initial notice of termination will be posted at all Company worksites/centres. Pursuant to the terms of this Article, employees receiving such notice will be permitted to take another position in the Company as a result of which some other person either loses his/her position and is permitted to take another position or loses his/her employment. Such notice shall be deemed to be notice of termination to all affected employees including to those employees who may be displaced and to those employees whose employment is terminated or who are laid off.

2. Employees receiving initial notice of termination/layoff will be provided with two (2) months' notice of termination/layoff. An employee who has been given notice of termination/layoff may be given temporary work following the date of termination in accordance with the *Employment Standards Act* and regulations.
3. When an employee is given notice of termination/layoff the Company will notify the Union office and Chief Stewards within three working days from the date the employee is notified. The Union will be responsible for keeping the Company advised of the names of all Chief Stewards.

11.6 Employee Elections

1. All employees will be required to supply the Company, by a date determined by the Company, with information necessary to enable the Company to make decisions relating to employee displacements in Locations, and the Province. This information will be provided by employees on the Option/Election Form and a Location Preference Ranking Form, both of which are computer readable. The employees will rank all locations outside of their own in order of preference on the Location Preference Ranking form.
2. The information provided by the employee on the forms will amount to a decision by each employee, unless amended as set out in 11.6(4). The Company will be entitled to rely on this information for purposes of applying the provisions of Article 11.
3. In addition to providing other information requested on the Forms provided, employees shall elect to be placed into positions in their OGLs in one of two streams, either the Equal Stream or the Lower Stream. The employee may also elect to displace outside his/her OGL pursuant to 11.11.1(2) by supplying the required information.
4. Each employee will ensure the Company has an updated option election form, to be maintained in his/her personnel file. When

the Company initiates a layoff of employees under this Article, employees will have the opportunity to amend the option election form. Revisions to the option election form must be received prior to freeze date. The employee will be provided with a written confirmation of the information provided (refer to Article 11.1). If there is no request to amend by the employee by freeze date, the information contained in the confirmation shall be deemed accurate for all purposes.

11.7 Failure to Complete the Form

Any employee failing to supply the information requested on the forms, who receives initial notice of termination/layoff or is displaced, will be deemed to have chosen a lower classification in his/her Location and will not be entitled to displace into an equal or lower classification in the Province regardless of seniority. If there is no position in a lower classification in the Location into which he/she can displace, the employee will be laid off with recall or severance rights as per 11.14.

11.8 Cash Out During the Notice Period

1. Where a reduction in complement is to take place in a classification in a Location, all employees in that classification (or in an equal classification) in that Location may notify the Company of their desire to resign from the Company during the notice period. Upon request by an employee, the Company will provide relevant pension and benefit information to enable him/her to make an informed decision prior to being required to give notice of his/her intention to cash out during the notice period. Written notification by the employee of his/her desire to resign must be given within 7 days of receipt of the notice of termination/layoff. From the total number of eligible employees who indicate that they wish to resign, the Company will accept on a seniority basis a number from the classification (or an equal classification) equal to the number of surplus employees in the classification in that Location. Those employees accepted must resign and will receive:

- (i) severance pay as per Article 11.14; and,
- (ii) base pay from the employee's date of resignation to the end of the two (2) month notice period provided in the notice of termination/layoff, plus a lump sum payment (in lieu of notice) equal to three (3) months base pay (total = 21 weeks). (For employees who resign within the seven (7) day period and whose resignation is accepted, the payment will be five (5) months pay.)

The maximum number of weeks payable (i + ii) shall be 104.

2. Where the number of eligible employees who have resigned in the 7 day period is less than the number of surplus employees in a classification in the Location, additional resignations will be accepted on a first come basis from employees in that classification (or in an equal classification) until the freeze period commences or until the resignations from eligible employees equal the number of surplus employees in the classification in the Location. The resignation by the employee must be in writing in order to be accepted by the Company.
3. Employees who resign with cash out may not be from the worksite/centres or the actual classification with the surplus and a temporary deployment of employees to other worksite/centres within the location may be required to balance the complement.

To achieve this balance between worksite/centres the most senior employee who is prepared to accept the transfer and who is in the classification or an equal classification in which there is an overcomplement, and is at the worksite/centre from which an employee is to be transferred will be selected to the position. In the absence of senior volunteers, the most junior employee in the classification or an equal classification will be transferred to the position.

11.9 General

1. All employees work at a worksite or work centre in a Location.
2. Each employee shall have the responsibility to notify the Company of his/her current address and telephone number and any subsequent change. The Company shall be entitled to rely on the last address and telephone number furnished by the employee for all purposes.
3. Grievances under this agreement or a predecessor agreement which have not been resolved before the commencement of the freeze period do not affect the Company's right to layoff pursuant to Article 11.
4. At least two weeks before the determination of employee rights and the announcement of the results of the application of Article 11, a freeze period shall be implemented wherein all vacancies shall be held and filled temporarily where necessary. This freeze on filling vacancies shall end when the results of the application of Article 11 are announced.

11.10 Senior Choice/Junior Force (Province Displacement)

The principle of "senior choice/junior force" is designed to allow senior employees to have Location preference where it is available. Employees

who can be displaced in a Location, in the Province are always the most junior employees in the classification into which the more senior employee can displace.

Therefore, the Locations in which the most junior employees in a classification are employed are the Locations which are available to more senior employees who may wish to exercise displacement rights out of one Location and into another in the Province. Where there are junior employees in Locations who may be displaced, senior employees will be given Location preference to the extent possible. However, the Company will assign an employee to an available position to a location in the Province where the employee's preference is not accommodated (i.e., he/she can be forced to accept a particular Location).

11.11 Displacements

- (a) Subject only to the provisions of paragraph 11.11.1 (2), an employee can only displace another employee of less seniority in classifications within his/her occupational group list.

Regular-Seasonal and Temporary positions and Agency employees are also displacement opportunities for regular employees in the absence of any regular positions.

- (b) A regular full time employee may elect, in advance on the Option/Election Form, to decline all available regular part time positions. A regular part time employee may elect in advance, on the Option/Election Form to decline all available full time regular positions. The employee must indicate his/her choice on the election option form failing which the employee will be deemed to have chosen to displace into both regular full time or regular part time positions.

Each employee must indicate his/her status (i.e., regular full-time or regular part-time) on the Option/Election Form. The employee's designation must be accurate. The employer will confirm the designation.

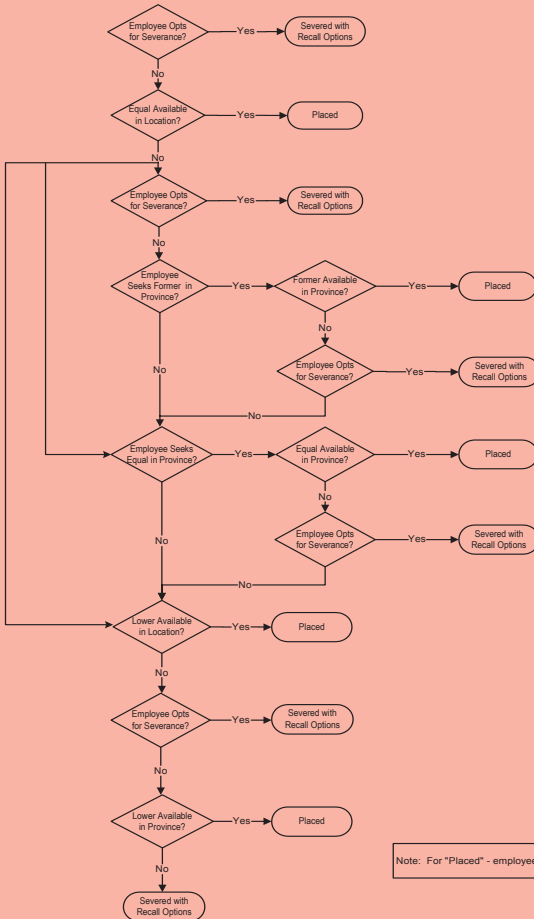
- (c) When an occupational group has more than one classification at the same level, the least senior employee shall be the most junior among all of the classifications at that level.
- (d) A vacancy within an employee's OGL is deemed to be the junior equal (see process in 11.11.1 below) or lower, (see process in 11.11.2 below) in all applications of the displacement process.
- (e) Displacements shall be on a senior choice, junior force basis.
- (f) Apprentices or Trainees are granted displacement rights into the classifications listed in the OGL of his/her terminal rated

classification. An Apprentice or Trainee can displace a junior employee within his/her OGL including a Journeyperson. If an Apprentice or Trainee displaces a Journeyperson in an equal classification, the apprentice or Trainee will continue in the apprenticeship program and will be paid as per their progression schedule.

- (g) Seniority rights outside the Location are only exercisable in the Province by employees with seniority of two (2) years or more.

Article 11 Displacement Flowchart

(This chart shall be read in conjunction with the text of the Collective Agreement)



Note: For "Placed" - employee must take if available.

11.11.1 Equal Stream

1. At the location an employee must displace the least senior employee in an equal classification. Refusal to accept results in termination of employment. If no position is available, then;
2. Where an employee has so elected on the Option/Election Form, he/she must displace the most junior employee with less seniority in the Province in the employee's former classification provided the employee was in the classification within five years of the date the notice of termination/layoff was issued pursuant to 11.5. Failure to accept results in termination of employment. If no position is available, then;
3. The employee will move to the "Lower Stream", or, if eligible, the surplus employee who has elected to displace in an equal classification in the Province must displace the most junior employee with less seniority in the Province. Refusal to accept results in termination of employment. If no position is available, then;
4. The employee will move to the "Lower Stream".

11.11.2 Lower Stream

1. An employee who has elected to displace in the Lower Stream must displace the least senior employee in an equal classification in the Location. Refusal to accept results in termination of employment. If no position is available, then;
2. An employee who has elected to displace into a lower classification and an employee not placed in the Equal Stream must displace the most junior employee with less seniority in next lower classification in his/her Location. If no position is available, then the employee will go to lower classifications in descending order in his/her Location until placed. Refusal to accept results in termination of employment. If no position is available, then;
3. An employee who has elected to displace into a lower classification must displace the most junior employee with less seniority in next lower classification in the Province. If no position available then the employee will go to lower classifications in the Province in descending order until placed. Refusal to accept results in termination of employment. If no position is available, then;
4. The employee is laid-off with recall rights.

11.11.3 Senior Choice/Junior Force (Within Location)

After the Company announces the results of the application of Article 11, employees displacing into another location will be identified and worksite/centre preference will be determined by seniority on a senior choice/junior force basis.

Employees displacing into a location will be given worksite/centre preference within the location to the extent possible on a seniority basis. Where there is more than one (1) employee displacing into a classification in a location, the principle of senior choice junior force will be applied to displace the most junior employees in the classification in the worksites/centres. In the absence of senior volunteers, the most junior employee in the classification will be transferred to the position.

11.12 Displacement and Recall Rights

The following sets out in full, the displacement, recall and severance rights, if any, for Probationary and Regular-Seasonal.

11.12.1 Probationary Employees

1. A probationary employee will displace the junior employee of lesser seniority in the next lower classifications in their OGL in descending order within his/her worksite/centre.
2. If 1. is not available, a probationary employee can displace a temporary employee in an equal or lower classification in his/her occupational group within his/her worksite/centre.
3. If 2. is not available, a probationary employee can displace an agency employee in an equal or lower classification in his/her occupational group within his/her line of business in head office or within his/her worksite/centre outside of head office.
4. If 3. is not possible, employment is terminated.
5. Probationary employees shall not be entitled to recall rights or severance pay.

11.12.2 Regular Seasonal

1. A Regular Seasonal employee can displace a temporary employee in an equal or lower classification in his/her occupational group within his/her worksite/centre.
2. If 1. above is not available, a regular seasonal employee can displace an agency employee in an equal or lower classification in his/her occupational group within his/her worksite/centre.

3. If 2. above is not available, employment is terminated.
4. Regular seasonal employees shall be entitled to recall to temporary positions for a period of three years from the date of last termination.
5. A regular seasonal employee shall be entitled to recall to their Location, provided they have at least 24 months accumulated service.
6. To be recalled the employee must have filed a written request with the Company prior to March 1 of each year.
7. A person who is recalled by the Company shall be personally contacted when possible. Failing this contact a recall notice shall be forwarded by registered mail addressed to the last known address that he/she has recorded with his/her human resources manager. They shall be obliged to advise his/her supervisor of his/her intention to return to work within three working days and shall be available for work within five working days after receipt of recall notice.
 - (a) Except in case of sickness, failure to be available for work within five days of issuance of the recall notice shall make him/her ineligible for any further recall.
 - (b) It shall be the person's sole responsibility to inform the Union and the personnel manager in writing of any change of address. The Union will be notified in writing when persons are recalled to vacancies.
8. The Company shall notify the employee in writing at time of termination of the recall procedure. If the employee is not considered suitable for recall they shall be notified in writing and a copy of this letter shall be given to the employee's Chief Steward. Upon request the Company will provide the employee with the reasons why they are not considered suitable for recall.
9. The Company may hire a temporary employee for a period not exceeding one month without using this recall procedure.
10. Summer students both secondary and post secondary levels have no rights to this recall procedure.
11. A Recall List from each work Location for regular-seasonal employees shall be provided to the Chief Steward concerned.
12. Regular seasonal employees shall not be entitled to severance pay except in the case of permanent layoff. When permanently laid off severance pay will be calculated on actual time worked.

11.13 Permanent Location Closings

There will be no permanent displacements or moves into a worksite/centre which has been identified as a worksite/centre to be closed permanently during the 18 month period following notice of layoff/termination.

11.14 Severance Pay

Except as set out in 11.14.1, employees eligible for severance under Article 11 will receive the following:

- (a) An employee receiving severance pay waives any other rights under Article 11.
- (b) An employee may direct all or a portion of his/her payment into an RRSP up to the amount permitted by law. The employee shall provide the Company with the TD2 Form directing the payment into his/her RRSP.
- (c) An employee entitled to severance pay under 11.14 may elect to take a lump sum severance payment, or severance may be divided into two (2) equal instalments, the first on the date of termination and the second on or about January 15 of the following year, subject to statutory deductions, as follows:
 - (i) 4 weeks' base pay per year of service up to a maximum of 104 weeks' base pay (payments for incomplete years of service will be pro-rated).
- (d) For purposes of clarification at any time during the three (3) year recall period, a laid off employee may opt for his/her full severance entitlement, once this election is made all recall rights will cease.
- (e) For regular part-time employees severance payments shall be pro-rated.

11.14.1 Reduced Severance Pay on Refusing a Position

1. An employee who refuses to accept a position under Article 11.11.1 or 11.11.2 (except in 2. below) will be terminated and is disqualified from receiving severance pay under Article 11.14 and shall have no recall rights under Article 11.17. Such employees may elect to take a lump sum severance payment, or severance may be divided into two (2) equal instalments, the first on the date of termination and the second on or about January 15 of the following year, subject to statutory deductions as follows:
 - (i) two weeks' base pay per year of service up to a maximum of 52 weeks' base pay (payments for incomplete years of service will be pro-rated).

2. In cases where an employee refuses to accept a position where the new classification provides either a reduction of base wages of two (2) or more salary grades for job evaluated positions or in excess of 10% for others, the employee will receive severance pay pursuant to 11.14.
3. An employee may direct all or a portion of his/her payment into an RRSP up to the amount permitted by law. The employee shall provide the Company with the TD2 Form directing the payment into his/her RRSP.
4. For regular part time employees severance payments shall be prorated.

11.14.2 Benefit Continuance/Tuition/Outplacement Services

A surplus employee who takes severance pay and terminates his/her employment is entitled to:

- i) coverage under the Company's Health and Dental Plan for a period of six (6) months from the date of termination of employment or until the commencement of alternate employment whichever occurs first;
- ii) reimbursement for tuition fees and other associated expenses up to a maximum of \$5000.00 upon production of receipts from an approved educational program within 12 months of his/her termination;
- iii) outplacement services; the Company will determine the level of service and the service provider.

11.15 Failure to Report to Assigned Positions

In the event that an employee declines an assigned position and is terminated, or does not displace into a job occupied by another employee, or terminates after displacing another employee, the Company may reverse the displacement and leave the employee who would have been displaced in his/her job or return the displaced employee to his/her job. In all instances as described above the terminating employee will be entitled to severance pay in accordance with the appropriate sections of this Article.

Any vacancy which results from such a reversal will be filled by moving the previous incumbent back to his/her job. In other words, the chain of bumps (i.e., the displacement thread) caused by the initial reversal will be reversed except in circumstances set out below.

Where an employee has relied to his/her detriment on the announced relocation, and would be prejudiced by revocation of the displacement, the employee will not revert to his/her original position. Where the Company

would be prejudiced, the employee will not revert to his/her original position even if the employee does not object.

The declining of an assignment will not require the Company to re-do the Article 11 process.

11.16 Selection to Vacancies

Between the end of the 7 day cash out window and freeze date and after the end of the freeze period all positions which remain unfilled and any new vacancies which arise shall be posted under Article 10. During the period after the end of the 7 day cash out window and before freeze date and after freeze date but before announcement of results, priority consideration for vacancies which represent a lateral or demotion will be given to surplus employees and to those employees who are in an equal classification (to the over-complement employee) in the location. After announcement of results and before layoff occurs applications from employees who are to be laid off shall be given fair and objective consideration for vacancies. Employees who, prior to being laid off, applied for vacancies continue to be entitled to fair and objective consideration for those vacancies after lay-off. If selected to a vacancy posted prior to the date of layoff, the employee is eligible for moving expenses under Article 11. Among successful applicants seniority shall govern selection where all other factors are relatively equal.

11.16.1 Jurisdiction

No person outside the Union's jurisdiction will be selected to a vacancy commencing with the issuance of the notice of termination/layoff pursuant to 11.5 until:

- (i) All qualified PWU members are selected, including persons on the recall list, and,
- (ii) All PWU applicants entitled to fair and objective consideration are selected pursuant to 11.16.

11.16.2 Selection Priority

The following applies for equal and lower-rated vacancies.

Each category will be considered independently and in the order indicated:

- (i) Surplus employees and those employees in an equal classification to the surplus employee at the location where the surplus exists.
- (ii) As per Article 10.

11.17 Recall

1. Laid off employees who do not receive severance payments shall have recall rights.

2. Employees who are laid off will be entitled to recall to classifications in their OGL for a period of three (3) years from the date of his/her layoff. Recall lists will be maintained province wide.

If a person is recalled within one year of the date he/she was laid off, entitlement to vacation credit, seniority, and sick leave credits shall be the same entitlement as on the day of termination less any vacation allowance received at termination.

If a person is recalled during the second or third year after layoff, he/she shall be treated as a new employee for all purposes. Service credit will be restored in accordance with Part A, Item 5.3.

Reinstatement in the pension plan shall be in accordance with the pension regulations.

3. A person who is recalled shall be personally contacted by the Company where possible. Failing this contact, a recall notice shall be forwarded by registered mail addressed to the last known address that he/she has recorded with his/her Human Resources Manager. They shall be obliged to advise his/her supervisor of the intention to return to work within five (5) working days and shall be available for work within ten (10) working days after receipt of the recall notice.

NOTE

- (i) It shall be the employee's sole responsibility to inform the Union and the Human Resources Manager in writing of any change of address. The Union will be notified in writing when employees are recalled to vacancies.
 - (ii) Except in the case of sickness, failure to be available for work within ten (10) days after the receipt of recall notice shall make him/her ineligible for any further recall.
4. Except as noted later in this paragraph, if an employee refuses recall to a regular full time equal position or lower position at the location level he/she will be removed from the recall list and be entitled to reduced severance pay in accordance with 11.14.1. In cases where an employee refuses to accept recall to a position where the new classification provides either a reduction of base wages of two (2) or more salary grades for job evaluated positions or in excess of 10% for others, the employee will remain on the recall list. Refusal to accept recall to any position outside the Location will not result in loss of recall rights.
 5. At any time during the three (3) year recall period, a laid off employee may opt for his/her full severance pay entitlement. Once this election is made all recall rights will cease.

6. If at the end of the three (3) year recall period an employee has not been recalled or has not elected to receive severance pay, he/she will automatically receive the full severance pay entitlement.
7. An employee who is laid off and does not elect to accept severance payment shall be entitled to receive:
 - i) coverage under the Company's Health and Dental Plan for a period of six (6) months from the date of commencement of layoff or until the commencement of alternate employment whichever occurs first; and
 - ii) reimbursement for tuition fees and other associated expenses up to a maximum of \$5000.00 upon production of receipts from an approved educational programme within 12 months of his/her layoff; and
 - iii) outplacement services; the Company will determine the level of service and the service provider.
8. Persons on the recall list will be recalled for vacancies contained in their OGL's which are posted as per Article 10 and 11.16 prior to the selection of candidates to whom they are senior.
9. People on recall will have the first priority on a seniority basis for temporary positions in their OGL arising at their location which were not filled by any displacements. Where such a temporary position also represents a recall opportunity for a regular seasonal, the position will be offered on seniority.

11.18 Limitations to Turnover

- (a) A maximum of 51 percent (51%) of employees in a classification in a worksite/centre may be displaced during one single application of Article 11. Where there is only one employee in the classification in the site/centre he/she may be displaced.

Subject to operating exigencies for the purposes of this item, all classifications of controller/dispatcher/trainees at a worksite/ workcentre will be deemed to be in equal classification.

- (b) The limitation to turnover (51%) will apply to all personnel within a classification within a worksite/centre regardless of assignment to day work or shift work.
- (c) Where employees displace to vacant positions such vacancies will not be counted as part of the percentages applied to limitation to turnover.

11.19 Wage Maintenance

When an employee displaces another employee and is reclassified to a lower-rated position, or when an employee is selected to a lower rated vacancy pursuant to 11.16 they will receive wage maintenance. His/her wage rate will be adjusted downward in accordance with the following:

- (i) Employees with two or more years' service will have their rate frozen for a period of three months at which time a two percent (2%) reduction in rate will take place. Subsequent reductions of two percent will take place annually thereafter until the maximum rate for the lower rated job is reached.
- (ii) Employees with less than two years' service will have their rate frozen for a period of three months, after which time their rate will be adjusted to the maximum rate for the new job.

11.20 Moving Expenses

Notwithstanding Part A, Item 23 the Company will not be required to pay the moving expenses of an employee householder who displaces another employee or is selected to a vacancy and as a result has a different regular work headquarters which is within reasonable commuting distance from his/her residence. Where an employee is entitled to receive moving expenses, the amount of expenses will be in accordance with Part A, Item 23. Such moves will be treated as Company-initiated moves.

Except as is provided for in 11.16, the Company will not be required to pay moving costs of an employee who is recalled from layoff.

ARTICLE 12 PURCHASED SERVICES AGREEMENT

12.0 Scope

This Article has been developed jointly in a spirit of co-operation and trust. It is intended to provide a joint approach to making good business decisions which involve the use of purchased services. Its application calls for these decisions to be made in the same spirit of co-operation and trust.

What follows is based upon the belief that there is a value and benefit to the employee, the co-operation and the customer if:

- There is a greater involvement by employees in the decision-making process.
- There is an improved understanding as to why purchased services are used.
- Employment security is enhanced by a productive, healthy, and cost effective organization.

- Union and Management work together and act responsibly, balancing the interests of the customer, the Company and the employee in decisions relating to the use of purchased services.

This is a way of deciding how work gets done. It is not intended to hinder getting work done.

12.1 Assignment Of Work

12.1.1 Philosophy

It is the Company's intent to use regular staff to perform most of its work of a continuing nature. Furthermore, the Company will strive to provide regular staff with stability of employment.

The parties agree that a consistent, managed and joint approach to the assignment of work within the Company is necessary to provide security for employees, a more effective, productive organization and an excellent product for the customer.

12.1.2 Principles

The following principles apply to the relationship between the Company and the Union and the work performed by Union members.

- (a) We will within the Company have all work conducted as effectively as possible.
- (b) We will measure the effectiveness of all work by its impact on staff, on the business and by its ultimate impact on our customers.
- (c) We will do most work of a continuing nature with Company employees.
- (d) We will determine when work is to be done by non-PWU members through a joint decision making process and the results of these decisions will be a joint responsibility.
- (e) We will ensure that the impact of these decisions on continuous employment is minimized.
- (f) We will use a team and consensus approach when making decisions and any issues arising will be resolved internally where possible.
- (g) We will consult and make timely decisions consistent with the need to get work done.
- (h) We will develop, implement and continue a joint process of communications and education.

- (i) We will achieve consistency through the use of these principles versus policy and procedure.

12.2 Decision Process (See Mid-Term Agreement MT-50-2 also)

12.2.1 Responsibility for Decisions

The persons who are responsible for applying the decision process are the Company representative with the appropriate decision authority and the Union representative designated by the Sector Vice President. It is recognized that a given decision may require the involvement of more than these two persons.

Subject to 12.2.6 and 12.3.2(c) below, decisions to use purchased services will be made on a consensus basis. Both parties must consider all relevant criteria with the mutual goal of selecting the most effective option.

The decision makers are responsible for making timely decisions and for the decision itself.

12.2.2 Opportunity

The parties recognize that work may be done more effectively internally or externally. Opportunities for the application of this Article to new or existing work can be initiated by Management and/or the Union. It is intended that joint discussion should commence as soon as possible and before detailed definition of the need to have new or existing work done by purchased services.

12.2.3 Definition of Need

The parties will consider what work must be done and why and include such dimensions as when it must commence and the duration of the work; the quantity of resources required; the quality of the results; the skills required and their availability internally and externally; and safety requirements.

12.2.4 Alternatives

The parties will consider such alternatives as, do the work internally; do part of the work internally and part externally; do the work externally and agree to acquire capability to do the work internally in future; or do the work externally.

12.2.5 Evaluation

The parties will evaluate the alternatives considering the impact on the customer, employees and the business. Such criteria as reliability of service to the customer, customer responsiveness, community impact, Company relations impact, job continuity, ability to perform work, degree of overtime required for the work, availability of resources, cost, timeliness, quality,

need for control over results, safety and impact on environment will be assessed.

The total effectiveness of the alternatives will be evaluated considering both the short and long-term impacts. In given situations, certain criteria may be given a greater or lesser degree of importance.

12.2.6 Establishment of Thresholds

The establishment of the threshold is designed to remove from the process on a case by case basis certain issues relating to purchased services. The threshold will operate in such a way as to allow flexibility in local decision making. Any decisions regarding what is below the threshold will be non-precedent setting.

If there is a dispute with the union on whether the proposed purchased service is permitted by the threshold and there is no consensus, and if it makes sense in the circumstances the dispute will be resolved before the purchased service occurs. Lack of agreement on obtaining an advance resolution will not preclude the work from being performed, neither will it preclude the matter from being resolved under the 12.2.7 process.

The guidelines to determine whether a purchased service is below the threshold are as follows:

- subject matter lacking in substance; or
- any consequences are relatively insignificant; or
- where the nature or consequences of the work which represents a purchased service is remote from work currently performed by the PWU on a continuing basis. For purposes of clarity, this does not mean geographically remote; or
- emergencies; or
- any work performed under a manufacturer's warranty, except where the manufacturer authorized the Company to do the work.

Except in the case of an emergency, failure by the Company to supply the Union with the following information by fax or as otherwise agreed will result in the work in question being deemed to be above threshold. (In the case of emergency such decisions to use purchased services will be subject to the same information requirements, review and dispute resolution as non-emergency cases).

The Company will notify the Union of the:

- Value of Work as reflected in Tender/Contract/Bid or Estimate Documents
- Scope of the Work
- Location of Work
- Estimated Date of Commencement and Duration of the Work

Except in the case of emergency, after receipt of the above information regarding the work the union shall have three (3) working days to request an opportunity to discuss the proposed purchased service, failing which the proposed purchased service will be deemed to be below threshold.

The parties will make themselves available for discussion within three (3) working days of the request for a discussion.

Upon request, once the work has been performed the Company will provide the Union with the details of the final contract costs.

- (a) Threshold grievances will be completed by the Chief Steward responsible for the PSA and presented to the line Management person responsible for the work in question.
- (b) Line Management must respond in writing to the grievance citing its position within 48 hours (as is required with all other grievances). Both parties should endeavour locally to complete a Record of Discussion form or an agreed statement of fact sheet.
- (c) The PWU office will assign a grievance number. Copies of the completed grievance and associated fact sheets or Records of Discussion forms should be sent to the PWU office and Labour Relations – Corporate Human Resources.
- (d) Grievances will be referred to Arbitration and scheduled through joint agreement between Labour Relations – Corporate Human Resources and the PWU office.
- (e) If it makes sense to do so, local discussions may take place with a view to resolving the threshold grievance up to the arbitration date.

12.2.7 Dispute Resolution Process

- (a) Mr. Teplitsky shall be appointed as Facilitator to assist the parties to resolve all issues of application and interpretation of this Article with the power and authority of an arbitrator under the *Ontario Labour Relations Act* but not subject to the Arbitrators' Act.
- (b) Any dispute between the parties relating to whether this Article applies to any decision to use purchased services or if a purchased service falls within the categories set out in 12.2.6 will be determined in an expedited manner by the facilitator whose decision shall be final and binding.
- (c) The Union will not be prejudiced in any subsequent case by a particular purchase of services. Similarly, the Company will not be prejudiced by any decision not to purchase services. This applies to all cases including threshold cases.

12.3 Joint Resolution Committee

12.3.1 Purpose

The purpose of this Joint Committee is to resolve disagreements, on a consensus basis in a timely and expeditious manner, as to whether proposed purchased services which are above threshold above may proceed. In its deliberations, the committee will consider the factors in items 12.0, 12.1 and 12.2.

Prior to a meeting of the Joint Committee, the Company will provide the Union with the following information related to the proposed PSA:

- copies of the Tender or Request for Proposal documents, if there are any;
- an accurate description of the work which is the subject of the proposed PSA;
- accurate details on bids e.g., price, scope of the work as set forth in the bid;
- a full cost benefit analysis including incremental costs but excluding overhead costs which would be incurred.

12.3.2 Membership

The membership of the Joint Committee shall be as follows:

- (a) The facilitator Mr. Teplitsky who shall act as Chairperson;
- (b) One Management and one union representative plus additional resources as required.
- (c) In the event of the parties not being able to reach a consensus decision the facilitator will have the power to make decisions. Mr. Teplitsky will have the authority to make such orders as he deems appropriate to give full affect to his decision(s) and to deal with any consequences his decision(s) might have in the workplace.
- (d) Where either party wishes to proceed with a Purchased Services discussion which is above threshold, the parties will endeavour to complete discussion within 10 days of notice to the union in the prescribed form and that full resolution, including review by the JRC, will occur within 30 days of notification.

12.4 Application of This Article

12.4.1 The parties will jointly develop and maintain an operating plan consistent with the provisions of this Article. Such plans will be approved by the appropriate Company official and the Power Workers' Union Vice President. Failure to jointly develop an

operating plan will not adversely affect either party's rights under the provisions of this Article.

These operational plans will include:

- An approach for the development and delivery of joint training of decision makers
- An identification of the type of contracts that are not subject to an in-depth review.
- A guideline for a time table on how often contracts of a recurring nature must be reviewed under this Article.
- A process for joint review of potential contracts which involve work normally performed by PWU represented employees and other stakeholders.
- A process and a time frame for decision making.
- An internal process for dispute resolution.

12.4.2 Management and Union representatives may choose to jointly review the application of their operating plan and determine the need for changes at any time over the life of this agreement.

12.4.3 Until March 31, **2015**, Article 13, Article 14, Mid-Term Agreement MT-12 Contracting Out, MT-21, MT-21 Appendix A, and Mid-Term Agreement MT-14 Future Agency Employees are suspended. Item 12.1 of this Article will apply to decisions regarding the use of agency employees.

ARTICLE 12 – APPENDIX A

The provisions in this Appendix and Article 12.3.2 (c) are to be applied to those situations where employees are given surplus status as a result of a joint or arbitrated decision to use purchased services to do the work normally performed by the affected employees. The definitions contained in Articles 10 and 11 will also apply to this Appendix.

1.0 Joint Employment Security Committee

The function of the Joint Employment Security Committee is to resolve disputes regarding the appropriate application of this Appendix.

The committee will consist of six regular members, three representing the Union and three representing the Company. Two additional members from each party may be added from a work unit affected by the surplus situation under consideration. Meetings may be called by either party.

In all disputes referred to the committee for settlement, the committee's decision will be final and binding on both parties.

In the event that the Joint Employment Security Committee is unable to resolve a dispute, it will be referred to Mr. Teplitsky. The intention of both

parties is to have a speedy resolution of the dispute. Verbal decisions which will be confirmed by a written decision will be acceptable and all decisions are final and binding on both parties.

2.0 Employment Security

The provisions of this Appendix will apply to a regular employee with two (2) or more years' seniority who becomes surplus from his/her position as a result of contracting out the work normally performed by that employee. The effect of decisions to use purchased services on PWU members will be minimized by accommodating required staff reductions wherever possible by attrition, transfer to other jobs or retraining. Redeployment/career counselling will be made available to affected staff when they are notified of their surplus status. Training and career options will be discussed and incorporated into the redeployment plan. Reasonable training and educational leave will be applied as appropriate. The provisions of this Article will not apply to regular-seasonal employees. The definitions contained in Articles 10 and 11 will also apply to this Appendix.

For the purposes of determining if the employee has sufficient seniority to qualify for this Appendix, his/her seniority will be counted up to the surplus date.

2.1 Surplus Identification

When a decision to contract out results in a surplus in a classification in any work site the least senior employee in that classification in the work site shall be identified as surplus. Such employees will be able to apply for vacancies as per Article 10.

2.1.2 If an employee with five (5) or more years seniority has not been selected to a vacancy within one (1) year after the surplus date, or an employee with two (2) years but less than five (5) years' seniority has not been selected to a vacancy within sixteen (16) weeks after the surplus date, he/she will be given displacement rights as contained in Article 11 and all other terms and conditions of Article 11 will apply. At this time all other provisions of Appendix A will cease to apply.

2.1.3 The one (1) year period for employees with five or more years' seniority and the sixteen week period for employees with two or more but less than five years' seniority is designed to allow employees not selected to vacancies to avail themselves of the retraining and reskilling opportunities outlined in 2.0 prior to any displacement as per Article 11.

2.2 Wage and Salary Treatment

2.2.1 Seniority – Five Years or More

The employee's grade and progression step shall be maintained and negotiated increases shall apply for one (1) year from the surplus date regardless of placement. If the employee accepts a vacancy in a lower-rated classification his/her dollar rate shall be frozen at the end of the one (1) year until the rate for the classification equals the employee's dollar rate, at which time the normal wage and salary treatment shall apply.

2.2.2 Seniority – Two Years – Less than Five Years

The employee's grade and progression step shall be maintained and negotiated increases shall apply for sixteen (16) weeks from the surplus date regardless of placement. If the employee accepts a vacancy in a lower-rated classification his/her dollar rate shall be frozen at the end of sixteen (16) weeks for a period of three (3) months at which time a four percent (4%) reduction in rate will take place. Subsequent reductions of four percent (4%) will take place annually thereafter until the maximum rate for the lower-rated job is reached.

2.3 General Conditions

2.3.1 Notwithstanding the provisions of this Article an employee who is within five years of normal retirement or within five years of eligibility for undiscounted pension when faced with displacement or layoff, with joint agreement may be given special consideration for work site protection/preference.

Notwithstanding the provisions of this Article, the parties may make special arrangements for employees who are disabled to the extent that alternative employment would be difficult to find.

2.4 Moving Expenses

Prior to Article 11 applying, an employee who is identified as surplus as per this Appendix and is required to relocate his/her residence shall receive moving expenses in accordance with the provisions of Part A, Item 23. Such moves will be treated as Company-initiated moves.

ARTICLE 13
EMPLOYMENT SECURITY PLAN⁷

Table of Contents

- 13.0 – Purchased Services
- 13.1 – Employment Security
- 13.2 – Joint Employment Security Committee
- 13.3 – Application
- 13.4 – Selection
- 13.5 – Wage and Salary Treatment
- 13.6 – Displacements
- 13.7 – General Conditions

13.0 Purchased Services

During the term of this Collective Agreement, no regular employee will be declared surplus in his/her position as a result of the use of purchased services to perform the work normally performed by that employee.

13.1 Employment Security

Numerous factors may affect the nature and methods of accomplishing work. Changes in work patterns cannot be prevented but the effect of such changes on regular employees should be minimized as much as possible. The effect of such changes on PWU members will be minimized by accommodating required staff reductions wherever possible by attrition, transfer to other jobs or retraining rather than layoff.

The provisions of this Article will apply to a regular employee with five or more years' seniority who becomes surplus from his/her position as a result of contracting out the work normally performed by that employee. The provisions of this Article will not apply to regular-seasonal employees.

Employees who become surplus for reasons other than contracting out will be entitled to Article 11 as applicable.

The definitions contained in Articles 10 and 11 will also apply to this Article.

For the purpose of determining if the employee has sufficient seniority to qualify for Article 13, his/her seniority will be counted up to the surplus date.

⁷ This Article is suspended for the term of this agreement.

13.2 Joint Employment Security Committee

The function of the Joint Employment Security Committee is to resolve disputes regarding the appropriate application of Article 13 versus Article 11.

The committee will consist of six regular members, three representing the Union and three representing the Company. Two additional members from each party may be added from a work unit affected by the surplus situation under consideration. Meetings may be called by either party.

In all disputes referred to the committee for settlement, the committee's decision will be final and binding on both parties.

In the event that the Joint Employment Security Committee is unable to resolve a dispute, it will be referred to an expedited arbitration process. The intention of both parties is to have a speedy resolution of the dispute. A list of arbitrators will be agreed upon who are prepared to meet on short notice (within seven days) and to render a decision within 14 days. Verbal decisions will be acceptable and all decisions are final and binding on both parties.

13.3 Application

When a surplus is identified in a classification in any location, the least senior employee in the surplus classification in the location shall be declared surplus.

Employees will be notified, in writing, a minimum of three months in advance of their surplus date. A copy of the notice shall be sent to the PWU office and the Divisional Chairperson.

13.4 Selection

The following selection criteria apply to vacancies and placement opportunities in equal- and lower-rated classifications:

1. For non-supervisory vacancies, the senior qualified surplus regular employee applicant will be selected.
2. Placement opportunities will be filled from among the qualified surplus applicants so long as there are qualified surplus applicants. For selection to a placement opportunity in an equal classification (if the equal classifications have been determined at the time the application is made), the senior qualified surplus regular employee applicant will be selected.
3. Selections to supervisory positions will continue to be governed by Article 10.1.3A except when the vacancy is in the same

classification as the surplus employee in which case the senior surplus applicant shall be selected.

4. If a surplus applicant is selected to a vacancy he/she must render his/her decision within three working days of the offer being made. Failure to do so will be considered a rejection of the offer and will not affect his/her further treatment under this Article.

When there are no qualified surplus applicants, Management will assess the capability of the surplus applicants to become qualified in a reasonable period of time. Management will select from among those assessed to be qualifiable in a reasonable period of time.

Employees covered by this plan will be given surplus priority consideration from the date of notification until eleven months after the surplus date. The selection priority will be the same as detailed in Article 11.4.3 which are repeated here for ease of application.

The following applies for equal and lower rated vacancies.

Each category will be considered independently and in the order indicated.

1. Surplus employees represented by the PWU and surplus managerial services employees⁸.
2. Employees who were required to displace someone in a lower classification as a result of being surplus and who were previously in the classification that is now vacant.
3. Persons on the recall list whose occupational group contains the vacant classification.
4. As per Article 10.

13.5 Wage and Salary Treatment

The employee's grade and progression step shall be maintained and negotiated increases shall apply for one year from the surplus date or until the date the employee accepts a vacancy whichever comes first.

If the employee accepts a vacancy in a lower-rated classification, his/her dollar rate shall be frozen until the rate for the classification equals the employee's dollar rate, at which time the normal wage and salary treatment shall apply.

⁸ Managerial services employees in this context means employees paid from salary schedule 16 with the following exceptions: security guards, fire and safety inspectors, first aid attendants, and project medical attendants.

13.6 Displacement

If the employee has not been selected to a vacancy within one year after the surplus date he/she will be given displacement opportunities available in Article 11 and all other terms and conditions of Article 11 will apply, except for Article 11.4.

All other provisions of Article 13 will cease to apply.

NOTE

Employees of the construction field forces will not be entitled to the displacement opportunities of Article 11.

13.7 General Conditions

An employee who is within five years of normal retirement or within five years of eligibility for undiscounted pension or an employee who is disabled to the extent that alternate employment will be difficult to obtain, may by agreement between the Company and the Union, be given special consideration when faced with displacement.

One year's additional seniority shall be allowed stewards and chief stewards for the determination of which employees are surplus within the electoral unit of the chief steward.

An employee who is assigned temporary duties or who accepts a vacancy will assume the working conditions of the position.

A surplus employee who is required to relocate his residence, shall receive moving expenses in accordance with the provisions of Part 'A', Section 23.0. Such moves will be treated as the Company initiated moves.

ARTICLE 14 EMPLOYMENT SECURITY AND WORK ASSIGNMENT⁹

14.0 It is the Company's intent to use regular staff to perform most of its work of a continuing nature. Furthermore, the Company will strive to provide regular staff with stability of employment.

The Working Paper on Staffing and Employment dated March 15, 1985 states Management's intentions with regard to continuity of employment for regular staff and proportions of work expected to be undertaken by regular staff. For at least the term of this Collective Agreement, the Company will not reduce the stated proportions of work to be done by regular staff.

⁹ This Article is suspended for the term of this agreement.

At the end of each six-month period commencing January 1987, the Company will prepare a statement showing the proportions of work done by regular staff and make this information available to the PWU.

It is understood that the Working Paper on Staffing and Employment, as distinct from the terms of the above provisions, does not form part of the Collective Agreement and is not subject to the grievance and arbitration process.

14.1 Work Assignment

1. It is understood that the assignment of work to purchased services does not convey a right to such work in the future, nor does it create any precedent with respect to future assignment of such work to purchased service employees by the employer.
2. It is agreed between the parties that no more than 450 of the Company tradespersons will be assigned by the Company at any one time under the EPSCA Maintenance Assist agreement to perform work for the Company. The Company agrees to inform the Union of the number of Company tradespersons assigned under the EPSCA Maintenance Assist agreement on a monthly basis.

ARTICLE 15 SUCCESSOR RIGHTS

The employer agrees that it will not directly or indirectly request government to exempt the Company or the Union from the successor rights provisions of the applicable labour relations legislation.

The successor rights provisions of the applicable labour relations statute shall be incorporated by reference into this Collective Agreement. No board of arbitration established pursuant to the grievance and arbitration provisions of this contract has jurisdiction to make any decision within the jurisdiction of the Labour Relations Board and nothing herein is intended to affect the jurisdiction of the Labour Board to resolve disputes related to the application of the provisions of the statute. For purposes of s.48 of the *Ontario Labour Relations Act* and s.57 of the *Canada Labour Code*, the Ontario Labour Relations Board or the Canada Labour Relations Board shall be deemed to be a Board of Arbitration for the resolution of disputes related to the interpretation, application, administration or alleged violation of this provision of the Collective Agreement. The remedial powers of the Labour Board shall be as set out in the relevant statutory provisions governing successor rights.

ARTICLE 16 DURATION OF THE AGREEMENT

This agreement shall come into effect as of the 1st day of April **2013**, and shall remain in effect until the 31st day of March **2015**, and thereafter from

year to year unless terminated by written notice given by one of the parties to the other within a period of not more than two months, but not less than one month prior to the anniversary date.

In the event that either party desires to amend the Agreement but not to terminate the same, either party may, by notice in writing not more than 90 days and not less than 30 days before the anniversary date, serve notice of the proposed amendments and both parties shall thereupon commence to negotiate in good faith with a view to arriving at an agreement on the proposed amendments and all provisions of the Agreement, other than those proposed to be amended, shall continue in full force and effect.

ARTICLE 17

TRANSFER OF EMPLOYEES ON CHANGE OF EMPLOYER

1. In this Article, transfer shall mean any sale, lease, transfer or any other transaction between Hydro One and the new employer, by virtue of which the control over any part of Hydro One's business or assets becomes held by the new employer and Hydro One employees become employees of the new employer.

Hydro One recognizes the importance of, securing for employees, opportunity for continuing employment with the new employer and will make all reasonable efforts to secure such opportunity for employees with the new employer.

2. Hydro One will provide the Power Workers' Union (PWU) with a listing of the positions and number to be transferred to the new employer 60 days prior to the new employer commencing operations (the "Affected Employees"). This listing will specifically identify any employees to be transferred who have previously transferred from an acquired municipal electric utility (MEU) to Hydro One and who have been provided with a period of employment protection, that is still active, as a result of such transfer. At the same time employees who are eligible to retire on or before the transfer date will be notified of their proposed transfer.

Prior to the new employer commencing operations as a result of the Agreement referred to in paragraph 1 herein, Hydro One will advise the Affected Employees of their transfer to the new employer. Any Affected Employees seeking to remain at Hydro One instead of transferring to the new employer shall be dealt with under paragraph 6 herein. Such Affected Employees must notify in writing the PWU and Hydro One within seven days of their notification of impending transfer.

3. Effective on the date Hydro One officially provides the PWU with the listing and number of affected positions referred to in 2 above:

- (a) Subject to paragraph 3(b) herein, an employee who successfully applies for a vacancy in the affected business shall thereafter exercise seniority rights within the affected business and will have no seniority rights enforceable outside the affected business notwithstanding any other provision of the Collective Agreement.
 - (b) Subject to paragraph 2 herein, employees in the affected business may apply for vacancies outside the affected business in accordance with the applicable provisions of the Collective Agreement up to 30 days prior to the scheduled date for closing of the Agreement referred to in paragraph 1 herein, but not thereafter, subject to paragraph 6 herein.
4. PWU represented employees transferred to the new employer who had applied to vacancies in Hydro One prior to the new employer commencing operations as a result of the Agreement referred to in paragraph 1 herein may exercise their rights to file failure to select grievances to those vacancies.
5. All PWU represented employees transferred to the new employer who are currently on rotation to a position within Hydro One will be allowed to complete the rotation subject to the agreement of Hydro One, the new employer and the employee. Such rotations shall be treated as secondments by Hydro One. All PWU Hydro One employees on a rotation in a position that is transferred to the new employer will be allowed to complete the rotation subject to the agreement of Hydro One, the new employer and the employee. Such rotations shall be treated as secondments by Hydro One. While on such rotations, all service credit, vacation, pension (employee to pay employee contribution), sick leave and seniority credits will continue to accrue within Hydro One.
6. If there is no agreement between Hydro One and the PWU on issues relating to employees who wish to decline continuing employment with the new employer, the issues will be submitted to an expedited mediation/arbitration process. Martin Teplitsky Q.C. will be the mediator/arbitrator for such purpose and any other matter relating to the interpretation or application of this agreement. The mediator/arbitrator will have complete and unfettered discretion to make any award which he considers fair and reasonable in all of the circumstances and his award shall be final and binding.
7. If Hydro One hires employees doing the same work in the same classification or a classification performing substantially the same duties as transferred employees within 24 months of their transfer then such transferred employees will be offered positions in the classification being hired by Hydro One (subject to the agreement

of their current employer) on a basis of seniority and without loss of seniority for their period of employment outside Hydro One.

8. An employee who is not afforded the opportunity for continuing employment by the new employer shall have full rights under Article 11.
9. The PWU agrees that no proceedings will be brought against Hydro One claiming Hydro One is a related or common employer with the new employer or any of the new employers related or subsidiary businesses so long as the relationship in the Agreement contemplated in paragraph 1 does not materially change.

Signed
Hydro One Inc.

Vice-President, Labour Relations

Signed
Power Workers' Union
Canadian Union of Public Employees – Local 1000

Witness as to signatures above written on this paper:

Sector Vice-President

duly appointed to execute this Agreement on behalf of the Union.

NOTES

NOTES

NOTES

NOTES

NOTES

NOTES

PART A
GENERAL ITEMS

TABLE OF CONTENTS
PART A

**Page
Number**

1.0	EMPLOYEE CATEGORIES	A-10
1.1	Probationary	A-10
1.2	Regular	A-10
1.2.1	Regular Full-Time	A-10
1.2.2	Regular Part-Time.....	A-10
1.2.3	Regular – Job Share	A-11
1.3	Regular-Seasonal.....	A-11
1.4	Temporary.....	A-11
1.4.1	Temporary Full-Time	A-12
1.4.2	Temporary Part-Time.....	A-12
1.4.3	Benefits	A-13
1.4.3.1	Vacations.....	A-13
1.4.3.2	Statutory Holidays	A-13
1.4.3.3	Floating Holidays	A-13
1.4.3.4	Sick Leave Entitlement	A-14
1.4.3.5	Health Insurance Plan (Excluding Summer Students Regardless of Wage Schedule Paid From).....	A-14
1.4.4	Notice of Termination.....	A-15
2.0	REGULAR STATUS	A-15
3.0	ANNIVERSARY PROGRESSION	A-15
3.1	Withholding Progression (Unsatisfactory Performance).....	A-16
3.2	Deferral of Progression (Absences from Work)	A-16
3.3	Progressions for Part C (Controller/Dispatcher-Trainees).....	A-17
4.0	RETROGRESSION POLICY.....	A-17
4.1	Where Applicable.....	A-17
4.2	How Applied.....	A-18
4.3	Special Provisions	A-19

	Page Number
5.0 SERVICE CREDIT.....	A-19
5.1 Introduction.....	A-19
5.2 Service Credit Calculation.....	A-20
5.2.1 Regular Employees.....	A-20
5.2.2 Temporary Full-Time and Part-Time Employees When Granted Regular Status.....	A-20
5.3 Restoration of Service Credit.....	A-20
5.4 Restoration of Previous Service for Pregnancy Leave...	A-21
6.0 VACATIONS.....	A-21
6.1 General Policy.....	A-21
6.2 Relationship between Vacation Year and Calendar Year.....	A-21
6.3 Vacation Entitlement.....	A-21
6.4 Special Provisions and Allowances.....	A-24
6.4.1 Deferment or Interruption of Vacations.....	A-24
6.4.2 Statutory Holidays and Vacations.....	A-24
6.4.3 New Employees.....	A-24
6.4.4 Re-engaged Employees.....	A-25
6.5 Postponed Vacations.....	A-25
6.6 Vacation Payment on Termination.....	A-26
6.7 Part C (Controller/Dispatcher and Trainee) Vacations.....	A-27
7.0 STATUTORY HOLIDAYS.....	A-28
7.1 Recognized.....	A-28
7.2 Sick Leave Credits.....	A-29
8.0 FLOATING HOLIDAYS.....	A-29
9.0 SPECIAL TIME OFF.....	A30-
9.1 Additional Time Off at Christmas and New Year's Holidays.....	A-30
9.2 Payment for Time in 9.1.....	A-30
9.3 Treatment for Vacation.....	A-31
9.4 Remembrance Day.....	A-31
9.5 Sick Leave Credit.....	A-31

10.0 LEAVE OF ABSENCE A-31

10.1	With Pay	A-31
10.1.1	General	A-31
10.1.2	Funerals.....	A-32
10.1.3	Annual Training for Reserve Forces	A-32
10.1.4	Legal Hearings	A-32
10.2	Equivalent Time Off Without Pay	A-33
10.3	Family Leave	A-33

11.0 PREGNANCY/ADOPTION/PARENTAL LEAVES A-33

11.1	General Provisions	A-33
11.2	Pregnancy Leave – General.....	A-34
11.2.1	Duration of Leave.....	A-35
11.2.2	Physician’s Certificate.....	A-35
11.2.3	Pregnancy and the Sick Leave Plan.....	A-36
11.3	Legal Adoptions – Primary Care-Giver.....	A-36
11.4	Benefits Under the Supplementary Unemployment Benefit Plan for Regular Employees	A-36
11.5	Parental Leave	A-37
11.5.1	General	A-37
11.5.2	Duration of Leave.....	A-37
11.6	Service Credit	A-38

12.0 DISABILITY BENEFITS AND INCOME PROTECTION A-38

12.1	Sick Leave Plan	A-38
12.1.1	Medical Leave with Pay	A-39
12.2	Long Term Disability	A-39
12.2.1	General Provisions of LTD Plan	A-39
12.2.2	Benefits While on LTD.....	A-41
12.2.3	Recurring Disability after Return to Regular Work.....	A-42
12.2.4	Individual Returns to Regular Employment	A-42
12.2.5	Termination of LTD Benefits	A-43
12.2.6	Indexation	A-44
12.3	Rehabilitation and Re-employment.....	A-44
12.4	Workplace Safety and Insurance Board Payments	A-44
12.5	Supplementary Grant	A-45
12.5.1	Definition of Supplementary Grant	A-45
12.5.2	Who Receives the Supplementary Grant.....	A-45
12.5.3	Responsibility for Payment.....	A-45

	Page Number
12.5.4	Withholding the Grant.....A-46
12.5.5	Payment While in Receipt of WSIB AwardA-46
12.6	Waiver of Posting or SelectionA-46
13.0	HEALTH INSURANCE PLANS A-47
13.1	Regular Employees, Pensioners and Regular Employees Receiving Workplace Safety and Insurance Board PaymentsA-47
13.2	Probationary EmployeesA-47
14.0	PENSION AND INSURANCE A-48
14.1	Changes to the Pension PlanA-49
14.2	Pension PlanA-50
14.2.4	Early Retirement – Without DiscountA-50
14.2.5	Early Retirement – With Discount.....A-51
14.2.6	Transfer of Pension Credits Between Reciprocal Employers and Hydro One Inc.A-52
14.3	Group Life InsuranceA-52
14.3.3	Additional Employee, Spousal and Dependent Life Insurance.....A-52
15.0	RETIREMENT A-53
15.1	Bonus and Outstanding Vacation Payments on Retirement.....A-53
15.2	Retirement While IllA-53
15.2.1	Sick Leave Grant Extends to or Beyond Retirement DateA-53
15.2.2	Vacation Credit and Bonus Extends to or Beyond Retirement DateA-53
15.2.3	Sick Leave Grant, Vacation Credit and Bonus Expires before Retirement Date.....A-54
15.2.4	Unused Vacation Credit for Preceding YearA-54
16.0	REDUCED HOURS OF WORK FOR EMPLOYEES WHOSE NORMAL HOURS OF WORK ARE 40 PER WEEK A-54
16.1	Alternate Hours of Work ArrangementsA-55

17.0 PAYMENT FOR ALLOWANCES..... A-57

17.1	Temporary Instruction	A-57
17.1.1	Daily Allowance	A-57
17.1.2	Weekly Allowance	A-58
17.2	Part B Employees (Maintenance Trades)	A-58
17.2.1	Apprentices Attending School.....	A-58
17.2.2	Field Allowance	A-58
17.3	Part D Employees (Weekly Salaried)	A-58
17.3.1	Frontier Allowance	A-58
17.3.2	Remote Northern Communities	A-58

18.0 HEADQUARTERS A-59

18.1	General	A-59
18.2	Definitions	A-59
18.3	Establishment of Headquarters	A-59
18.3.1	Work Headquarters.....	A-59
18.3.2	Residence Headquarters	A-60
18.4	Change of Headquarters Upon Transfer	A-60
18.4.1	Advice of Headquarters.....	A-60
18.4.2	Notice of Transfer	A-60
18.4.3	Duration of Stay in New Residence Headquarters	A-60

**19.0 TRAVELLING TIME
OUTSIDE NORMAL WORKING HOURS..... A-61**

20.0 COMPENSATION AT TEMPORARY HEADQUARTERS..... A-62

20.1	Travel Outside of Residence Headquarters	A-62
20.2	Travel – Compensation When Assigned to Temporary Work Headquarters – Outside Residence Headquarters	A-64
20.3	Return to Residence Headquarters When Transferred to a Temporary Work Headquarters.....	A-64
20.4	Assignments to Training Courses	A-64
20.5	Expenses – Outside Residence Headquarters	A-64
20.6	Qualifications to Above Policy	A-65
20.6.1	Scheduling of Trips.....	A-65
20.6.2	Postponement of Return to Residence Headquarters ..	A-65
20.6.3	Use of Company Vehicles	A-65
20.6.4	Alternate Working Arrangements	A-66

	Page Number
20.7	Alternative to Return to Residence HeadquartersA-66
20.8	Travel Inside Residence HeadquartersA-66
21.0	METROPOLITAN TORONTO BOUNDARIES A-67
22.0	KILOMETRE RATES A-67
23.0	TRANSPORTATION AND MOVING EXPENSES A-68
23.1	GeneralA-68
23.2	Notice of TransferA-68
23.3	Transfer of Temporary Employees.....A-68
23.4	Appointment of New Probationary Employees.....A-68
23.5	Transfer of Regular EmployeesA-69
23.6	Housing Assistance Plan.....A-72
23.6.1	Application.....A-72
23.6.2	Purchase Guarantee.....A-72
23.6.3	Listing of PropertyA-73
23.6.4	Sale of Property by the CompanyA-73
23.6.5	Advance of EquityA-74
23.6.6	House Evaluation and Guarantee PlanA-74
23.7	Transfer of Regular Employees – Staff Reduction and Recall Procedure – PWU Agreement – Article 11A-75
23.8	Use of TrailersA-75
23.9	Transfer to Non-Supervisory Vacancies: Other Positions.....A-77
23.10	On Retirement.....A-78
23.11	Allocation of Moving Expenses.....A-78
23.12	Return to Residence Headquarters on Permanent TransferA-78
23.13	Conditions of Return TripA-78
23.13.1	Scheduling of Trips.....A-78
23.13.2	Use of Company VehiclesA-79
23.14	Alternative to Return to Residence HeadquartersA-79
23.15	Board and LodgingA-79
23.15.1	GeneralA-79
23.15.2	Rate of AllowanceA-80
23.15.3	Absence from Residence Headquarters.....A-80
23.16	Change of HeadquartersA-80
23.16.1	Regular Employees – HouseholdersA-80
23.16.2	Non-householders.....A-81
23.17	ApprenticesA-81

24.0 PROMOTIONS.....	A-81
24.1 Part D (Weekly Salaried).....	A-81
24.1.1 Promotion Rule.....	A-81
24.1.2 Payment of the Salary Grade for the Job.....	A-82
24.1.3 Promotion from Hourly-Paid to Weekly-Salaried Jobs.....	A-82
24.1.4 Payroll Rates in Excess of Approved Job Grades	A-82
24.1.5 Previous Experience.....	A-82
24.1.6 Relief Situations.....	A-83
24.1.7 Progression Following Promotion.....	A-83
25.0 JOINT COMMITTEES	A-83
25.1 Joint Pension Committee.....	A-83
25.2 Joint Health and Safety Consultation	A-84
25.2.1 Joint Health and Safety Policy Committee.....	A-84
25.2.2 Joint Health and Safety Working Committee	A-85
25.3 Joint Trades Classification Committee.....	A-86
25.4 Joint Diversity Committee.....	A-87
25.5 EHB/WSIB/LTD Committee.....	A-88
25.6 Joint Employee and Family Assistance Committee	A-89
25.7 Controller/Dispatcher Consultative Committee.....	A-89
26.0 DISTRIBUTION OF AGREEMENT AND WAGE SCHEDULES	A-90
27.0 TIME CHARGES - UNION ACTIVITIES	A-90
27.1 Time Charges and Expenses – Union Representatives.....	A-90
27.2 Time Charges for Employees on Union Business.....	A-90
27.3 Roles and Responsibilities of Chief Stewards.....	A-91
28.0 EYE PROTECTION	A-92
29.0 PERSONAL TOOLS.....	A-92
29.1 General	A-92
29.2 Tool Replacement/Upgrading.....	A-92
29.3 Loss by Fire or Theft.....	A-92

	Page Number
30.0 SPECIAL CLOTHING FOR EMPLOYEES	A-93
30.1 General Policy Regarding Work Clothing	A-93
30.2 Special Clothing that May be Provided at Company Expense.....	A-93
30.2.1 Where Uniform Appearance is Required	A-93
30.2.2 For Work Outside of the Employee's Regular Routine Duties	A-93
30.2.3 For Normal Work Which Must be Performed Occasionally Under Extreme Conditions ...	A-93
30.2.4 For Work Involving Exposure to Materials that are Injurious to Health and Particularly Destructive of Clothing.....	A-94
30.2.5 To Promote Safety	A-94
30.2.6 Special Conditions.....	A-95
30.3 Issuance, Care of, and Responsibility for Clothing Provided by the Company.....	A-95
30.4 Part B Employees (Maintenance Trades)	A-96
30.4.1 Issue of Gloves to Tradespersons.....	A-96
30.4.2 Uniforms	A-96
30.4.3 Stocking of Overalls and Associated Smocks.....	A-96
30.4.4 Work Clothing.....	A-96
30.4.4.1 Laundering and/or Supplying Clothing	A-97
30.4.4.2 Coveralls – Central Services Division.....	A-07
31.0 PURCHASING PRIVILEGES – SURPLUS EQUIPMENT STORES	A-97
32.0 RETURN OF COMPANY PROPERTY	A-97
33.0 TIME CHANGE – SHIFT WORKERS.....	A-98
34.0 REST PERIODS	A-98
35.0 BI-WEEKLY PAY DAYS.....	A-98
36.0 BANKING OF REDUCED HOURS OF WORK DAYS AND VACATION DAYS TO BE UTILIZED IMMEDIATELY PRIOR TO RETIREMENT	A-99
37.0 SELF FUNDED SABBATICALS.....	A-99

PART A GENERAL ITEMS

1.0 EMPLOYEE CATEGORIES

All employees fall into one or the other of four principal categories as outlined below. For PWU 'hiring hall' categories refer to Appendix A.

1.1 Probationary

This category describes persons taken on strength on a probationary basis with the prospect, if their services are found satisfactory, of a change of category to Regular full-time or Regular part-time (Section 1.2, following).

1.2 Regular

Regular employees are those employees who, having satisfactorily met the job requirements, are judged medically fit by the Health and Safety Division for positions which are part of the continuing organization of the Company. They must have served the required time in a probationary category which is part of the Company's continuing organization, or in a temporary category which becomes part of the Company's continuing organization.

1.2.1 Regular Full-Time

Regular full-time employees work the regular hours of the classification into which they are hired.

1.2.2 Regular Part-Time

The establishment of a regular part-time position is a joint decision of local management and the chief steward made in a spirit of trust and cooperation. The parties will ensure that regular part-time positions are appropriately used to maintain corporate effectiveness, not to split a regular full-time position.

Regular part-time employees are regularly employed on an average of 24 hours or less per week calculated on a monthly basis. They are employed for a minimum of 16 hours per month. Regular part-time employees are treated as regular employees except where noted otherwise.

Pro-Ration Formula: The regular part-time employee benefit pro-ration formula is calculated based on the hours worked by the regular part-time employee expressed as a percentage of the normal scheduled number of hours for the classification. Where the number of regular part-time hours vary in a week it will be necessary to calculate this percentage over a jointly agreed upon extended period to get an accurate figure.

1.2.3 Regular – Job Share

Regular full time employees interested in job sharing arrangements shall find an appropriate partner from the same work location with similar skills and the same or lower terminal rates. These employees must establish an acceptable arrangement between themselves before approaching Management with the request.

Upon attaining agreement between Management and the employees, the job share arrangement will operate for a trial 6-month period. Following the 6-month trial period, the arrangement will:

(a) be considered a temporary arrangement and be extended by a maximum of six (6) months at which time the arrangement will end,

OR

(b) be considered a permanent job share arrangement. At this time the vacated position will be posted and filled in accordance with Article 10. In the case of the permanent job share arrangement, the incumbents are required to remain in their arrangement until one partner permanently leaves the job share. At that time, the other partner is required to assume responsibility for the full-time position on 30 days' notice.

Employees engaged in a job share work arrangement are regular part-time employees for the purposes of benefits administration. Employees in job share arrangements will revert to regular full-time status for the purposes of application of Article 10 and Article 11.

Service credit for time spent in job sharing arrangements will be calculated on a pro-rata basis.

1.3 Regular-Seasonal

Regular-seasonal employees are those judged medically fit by the Health and Safety Division for the position involved, who have attained one year's accumulative service, and who are steadily employed through the year, except for short-term layoffs.

1.4 Temporary

Temporary employees are hired to perform work that is expected to last for a short period of time or to perform work in place of a regular employee who is absent from his/her position.

For temporary full-time and temporary part-time employees, accumulated service shall mean the period of employment during which there has been no break in employment exceeding five months.

1.4.1 Temporary Full-Time

Temporary full-time employees work the regular hours of the classification into which they are hired and may be engaged for up to 12 months of accumulated service.

1.4.2 Temporary Part-Time

Temporary part-time employees are employed for a period of up to 12 accumulated months on an average of 24 hours or less per week (calculated on a monthly basis). Temporary part-time employees are treated as temporary employees except where noted otherwise. Benefits are pro-rated the same as regular part-time employees.

To ensure that temporary part-time employees are properly classified as temporary, an assessment is to be made as to the regular or temporary status of the position whenever the temporary part-time employee is employed for twelve continuous¹ calendar months. This assessment is subject to the grievance procedure.

This assessment is made based on the definition of a regular part-time position, i.e. the work is of a continuing nature with a minimum of 16 hours in a calendar month. If the position is determined to be temporary this will be conveyed to the Chief Steward (the employee should be given an end date and will remain temporary).

If the position is determined to be regular part-time, a joint discussion must take place as per the Regular Part-time provisions in the agreement prior to the position being posted. If the incumbent's employment exceeds 12 continuous months the incumbent will be given regular part-time status and the incumbent's seniority will be calculated on a pro-rated basis.

If as a result of the assessment above, the position is still temporary part-time at the 12 month accumulated service mark one of the following options must be selected:

- 1) the job is posted as a regular part-time. This decision is a joint decision as per regular part-time provisions in the agreement.
- 2) The Steward agrees to an extension of the temporary part-timer's service for a specific period and the employee retains temporary status.
- 3) The temporary part-timer is terminated.

Accumulated service applies to temporary employees. Such employees do not have either seniority or service credit.

¹ If an employee commences on January 20th and works any portion of a calendar month for 12 continuous months, they will have 12 continuous calendar months service on January 20th of the following year.

1.4.3 Benefits

The following are the benefit provisions that apply to temporary employees.

1.4.3.1 Vacations

Entitled to a cash vacation allowance of four percent (4%) of accumulated wages.

1.4.3.2 Statutory Holidays

Temporary employees will be entitled to statutory holiday pay provided that they have more than three months' accumulated service.

Temporary part-time employees will be entitled to statutory holiday pay provided that they:

1. Have more than three months' calendar service;
2. Have worked on at least 12 days during the four weeks immediately preceding the holiday;
3. Have worked on their scheduled regular day of work preceding and following the holiday.

Payment for such statutory holidays will be the amount the employee would normally earn on a scheduled day of work.

1.4.3.3 Floating Holidays

Temporary employees who have accumulated 20 weeks' service in a calendar year will be entitled to three floating holidays subject to the following:

1. Floating holidays may be taken on such days as the employee and his/her supervisor mutually agree upon, following reasonable advance notice on the part of the employee.
2. Floating holidays shall not be carried over into the following year unless work considerations prevent the employee from taking the floater(s) in the year of entitlement.
3. Where the employee is unable to reach mutual agreement with his/her supervisor to take his/her floating holiday(s) before year-end because of absence due to illness, unused floating holidays will be assigned on the last working day(s) of the year.
4. Where an employee falls sick on his/her scheduled floating holiday, that day will not be charged against his/her sick leave credits, but shall be treated as a floating holiday for pay purposes.

5. Entitlement on Termination: If the employee terminates after having accumulated 20 weeks' service in the calendar year, the Company will make a cash payment in lieu of any unused floating holiday credit.

If the employee terminates prior to accumulating 20 weeks' service in the calendar year, entitlement will be as follows:

- (a) If the employee has not qualified for entitlement in the previous year, he/she will have no entitlement in the current year. If he/she was granted a floating holiday under 4. above, the Company will recover one day's pay for each floating holiday taken.
- (b) If the employee has qualified for entitlement in the previous year, his/her entitlement will be prorated based on the number of weeks' accumulated service in the year of termination. For example, an employee who terminates after accumulating five weeks' service in the year would be entitled to 5/20ths of three days.

The Company will either make a cash payment in lieu of any unused floating holiday credit or recover the value of the unearned portion of floating holidays taken under 4. above.

In no case will an employee be entitled to more than three floating holidays or floating holiday credit in a calendar year.

6. Temporary part-time employees shall receive pro-rated payment. (Ref. Part A, Item 1.4.2)

1.4.3.4 Sick Leave Entitlement

Temporary employees shall earn sick leave credit of one-half day at 100 percent (100%) pay for each month of accumulated service to a maximum of six days².

1.4.3.5 Health Insurance Plan (Excluding Summer Students Regardless of Wage Schedule Paid From)

These employees shall be considered as a group in order that they may apply to participate in the Supplementary Plan and the Extended Health Benefit Plan at group rates. One hundred percent (100%) of all premiums will be paid by the employees. These employees will be required to make election on benefit coverage at the time of hire for the duration of employment.

² Day, in this instance, is the number of hours normally worked by a regular employee in a classification and/or the work group of which the temporary part-time employee is a member (seven or eight hours). Sick leave is used on the basis of payment for the number of hours the employee was off work.

The Company will pay one hundred percent (100%) of the Ontario Health Insurance Plan premium for temporary employees who have four months' accumulated service.

1.4.4 Notice of Termination

When the employment of a temporary employee is terminated for other than cause, he/she is entitled to one week's notice in writing if his/her period of employment is three months or more.

2.0 REGULAR STATUS

Appointments to regular status are contingent on satisfactorily meeting the Company's medical requirements.

1. Probationary employees must serve a minimum of three months on probation. If service is satisfactory, they may be accorded regular status at that time. A period of not more than three more months can be used as a further period of probation if it is needed. At the end of this further period, employees must either be made regular, transferred to another position or dismissed. Regular part-time probationary employees must serve up to six calendar months on probation.
2. Temporary employees engaged in work of a continuing nature, shall be afforded regular status upon attaining 12 months accumulated service. In such circumstances the employee's position will be considered to be a vacancy. If the former temporary employee is not selected to this vacancy he/she will be declared surplus in accordance with Article 11.
3. Temporary employees engaged in work which is not of a continuing nature, shall be afforded regular-seasonal status upon attaining 15 months' accumulated service.

3.0 ANNIVERSARY PROGRESSION

Progression dates shall be calculated from the date of appointment or promotion to the position. Subsequent salary adjustments shall be on anniversary dates except as otherwise specified on the appropriate wage schedule.

NOTE

- (a) The progression date for a regular part-time employee who works on average 50% or more of the base hours of the full time classification for the year will be at the completion of one and one third years of service.

- (b) The progression date for a regular part-time employee who works on average less than 50% of the base hours of the full time classification for the year will be at the completion of two years service.

As a regular practice employees shall automatically progress from minimum to maximum as indicated in the respective wage schedules subject to the following:

3.1 Withholding Progression (Unsatisfactory Performance)

If an employee fails to make satisfactory progress his/her progression may be withheld for a period of six months. (8 months for a regular part-time employee working 50% or more of the base hours; 12 months for regular part-time employee working less than 50% of the base hours.)

In taking this action the Company shall provide the employee with one month's notice and the reason for the withholding.

The performance of an employee whose progression has been withheld as above will be reviewed within seven months (nine months for a regular part-time employee working 50% or more of the base hours of the classification and fourteen months for regular part-time employee working less than 50% of the base hours of the classification). If progress and general performance are found to be satisfactory, progression shall be granted. If not, the employee shall be either transferred or dismissed.

If at the time of this review the employee's progress and general performance were found satisfactory and if six months after the review his/her performance has continued to be satisfactory, he/she may be granted the next step in his/her progression.

This will then re-establish his/her original progression status.

If an employee in a recognized hourly-rated training program has not reached the acceptable level of performance his/her progression may again be withheld in accordance with the above. Progression to the journey person or job rate will not be delayed by more than six months.

3.2 Deferral of Progression (Absences from Work)

When an employee has been absent from work for a period in excess of three months, excluding approved vacation, his/her progression may be deferred without prior notice for a period of time not to exceed the length of the absence. Subsequent progression dates may be adjusted accordingly.

3.3 Progressions for Part C Controller-Trainees and Dispatcher-Trainees

Advancement as a controller-trainee and dispatcher-trainee will be by controlled progression, based on satisfactory progress in training and study courses. On successful completion of training at the end of 36 months, controller-trainees will become Controller, Step 1. On successful completion of training at the end of 24 months, dispatcher-trainees will become Dispatcher Step 1.

4.0 RETROGRESSION POLICY

The term 'retrogression' is used to indicate a gradual reduction in pay to predetermined adjusted rate.

4.1 Where Applicable

1. Retrogression shall apply where a regular employee becomes unable to perform the duties of a job for which he/she is receiving the standard rate and is transferred to a lower-rated job because of:

- (a) A disability caused by accident or illness.
- (b) Inability to cope with increased responsibility due to change in job content.
- (c) Where the unsatisfactory performance is due to faulty selection and the employee has served in the position for a period of at least one year.

Any retrogression for medical reasons is subject to ratification by the Chief Physician/Manager Health Services.

2. Retrogression shall not apply where:

- (a) An employee has less than ten years' established service credit.
- (b) The change to the lower-rated job is made at the request of the employee to escape heavy work or responsibility or for personal reasons.
- (c) The change to the lower-rated job is made necessary for unsatisfactory job performance due to causes other than in Section 4.1(1).

NOTE

Where retrogression does not apply, the employee will receive the job rate for the new job effective at the time of transfer to the new job.

4.2 How Applied

The Company will endeavour to provide an employee to whom Section 4.1 (1) applies with work he/she is capable of performing. His/her rate of pay shall be calculated as follows:

1. A new rate for the employee will be calculated at the time the employee is retrogressed. This is calculated by adding to the base rate of the new classification an additional two and one-half percent (2.5%) (except as specified below) of the differential between the base for the new job and the base rate for the employee's former job for each year by which his/her continuous service exceeds ten years at the time of transfer. For regular part-time employees, the new rate is calculated on an hourly basis. For employees with 25 or more years of service, where the reason for retrogression is one of 4.1(1)(a) or (b), five percent (5%) is used in the calculation instead of two and one-half percent (2.5%).

The calculation determines the rate to which the employee's pay will be reduced.

2. The reduction in rate will take place in steps each amounting to but not exceeding approximately four percent (4%) of his/her former base rate. (Hourly rate for regular part-time employees.) The first step shall occur three months after he/she has been transferred to the new job. The subsequent steps shall occur at six-month intervals until the rate determined in 4.2(1.) has been reached.
3. Where the retrogressed employee is unable to do the job to which he/she has been retrogressed and demotion to another job is necessary, the rate for this new job shall be based on the differential between the base rate of the original job from which he/she has been retrogressed and the base rate of his/her new job.
4. While retrogression is in progress and after retrogression is completed, increases in pay that occur will be applied only to the base rate for the new job and the retrogressed employee will only receive a benefit when the base rate for the new job exceeds his/her adjusted rate.
5. It shall be the responsibility of each Human Resources Manager/ Officer to advise the Union in writing when any employees are placed on retrogression. This information will be provided to the

Union as soon as possible but in any case before the reduction in rate specified in 4.2(2.) takes place.

4.3 Special Provisions

1. Retrogressed employees who are within 10 years of being eligible to retire without discount or who are within 15 years of normal retirement, shall have their rate frozen until the rate for the job being performed catches up to the frozen rate.
2. An employee with 20 years' service who is retrogressed for medical reasons related to the working conditions and job environment during a significant portion of his/her employment with the Company, will have his/her wages maintained until he/she is eligible for an undiscounted pension. The wage rate will be frozen thereafter.

The medical reasons will be reviewed and assessed by the LTD Review Committee.

3. If, in the opinion of the LTD Review Committee, an employee is retrogressed because of a serious injury that resulted from an on-the-job accident with the Company, he/she will have his/her wages maintained until he/she is eligible for an undiscounted pension. This provision will apply to all regular employees regardless of service.
4. An employee with ten years' service who is retrogressed because of a muscular-skeletal repetitive strain injury or injury arising therefrom, which is deemed compensable by the WSIB and relates to his/her working conditions with the Company will have his/her wages maintained until eligible for an undiscounted pension. The wage rate will be frozen thereafter.

The medical reasons will be reviewed and assessed by the LTD Review Committee.

4.4 Nothing in this regulation will override special commitments that have been made by the Company that in certain instances rates of pay will be maintained.

5.0 SERVICE CREDIT

5.1 Introduction

This item defines service credit and describes the basis for calculating service credit for all purposes except those of the Pension Plan which are covered in the Hydro One Inc. Pension Plan Rules.

The application of such service credit to vacations, LTD, sick leave and other benefits will continue to be governed by the appropriate instructions.

5.2 Service Credit Calculation

In most cases the service credit of a regular employee is that employee's seniority. The exception to this can be found in Article 10.1.2 where an employee who is appointed to a position within the PWU jurisdiction from a bargaining unit which restricts seniority to its own membership, has his/her seniority limited to service within the PWU bargaining unit.

Seniority applies to regular, regular-seasonal, and probationary employees only.

Temporary employees have accumulated service only.

Service credit will not be granted for absences without pay of greater than 15 days with the exception of:

1. Normal and Extended Pregnancy/Parental/Adoptive leave.
2. Elected Union officials absent on Union business.
3. Medical leave of absence.
4. Time off in lieu of overtime worked.

5.2.1 Regular Employees

Service credit shall be the period of employment with the Company and any service restored as per Part A, Item 5.3.

5.2.2 Temporary Full-Time and Part-Time Employees When Granted Regular Status

When temporary employees are granted regular or regular-seasonal status, service credit shall be granted for all previous full-time service and on a pro-rata basis for all part-time service.

5.3 Restoration of Service Credit

Regular employees who terminate and are re-employed to a continuing position shall have their service credit restored. Proof of past service must be provided by the employee in the first 60 days of re-employment unless the Company is capable of providing the proof within the first 60 days of re-employment. They shall not be required to serve a further probationary period. No service credit will be allowed for the period between termination and re-employment. Regular employees who were formerly employees of Ontario Hydro shall have their service credit restored as per Article 10.6.

Former regular employees who are rehired for temporary full-time or temporary part-time assignments will not be granted regular status upon rehire. Former regular-seasonal employees will retain regular-seasonal

status when rehired for a temporary assignment, within one year of their last termination date.

5.4 Restoration of Previous Service for Pregnancy Leave

Female employees of the Company or its predecessor, Ontario Hydro, who were granted pregnancy leave will be eligible for service credit as follows:

- (a) those employees who took normal pregnancy leaves will be eligible for service credit up to a maximum of 17 weeks.
- (b) those employees who took extended pregnancy leaves on or after April 1, 1977 will be eligible for service credit for the full duration.

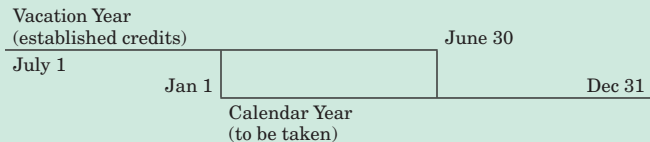
6.0 VACATIONS

6.1 General Policy

Whenever possible, vacations will be granted at dates requested by the employees, but in view of the Company's role in providing a vital service at all times, the Company reserves the right to determine the dates when vacations may be taken.

6.2 Relationship between Vacation Year and Calendar Year

For the purpose of calculating vacation allowances, the vacation year commences July 1 of the previous year and ends June 30 of the calendar year in which the vacation is to be taken.



6.3 Vacation Entitlement

Definition: The *Employment Standards Act* states that every employer shall give to each employee a vacation with pay of at least two weeks upon the completion of each 12 months of employment. The amount of pay for such vacation shall not be less than an amount equal to four percent (4%) of the wages of the employee in the 12 months of employment for which the vacation is given.

Wages are defined as any monetary remuneration payable by an employer to an employee under the terms of a contract of employment as well as any payment under the *Employment Standards Act* except vacation pay. Included in wages are termination pay, overtime pay, holiday pay, sick

pay, equal pay adjustments, shift differentials, premiums for weekend or holidays, on-call and standby.

Wages do not include vacation pay previously paid in the 12-month period, supplementary unemployment benefits, tips or other gratuities, gifts and bonuses that are dependent on the discretion of the employer and are not related to hours, production or efficiency. Also excluded are travelling allowances or expenses, contributions made by an employer to pension funds, unemployment insurance, death grants, disability plans, accident plans, sickness plans, medical plans, nursing plans or dental plans.

Where an employee receives a greater benefit for vacation or vacation pay, that benefit will prevail over the conditions set out in the *Employment Standards Act*.

The amount of pay for a vacation shall be not less than an amount equal to four percent (4%) of the accumulated wages of the employee in the 12 months of employment for which the vacation is given and in calculating wages no account shall be taken of any vacation pay previously paid.

Regular Employees

A regular employee shall be eligible for a vacation of:

Less than One Year's Service by June 30: One working day for each full month of service completed between June 30 of the previous year and July 1 of the current year up to a maximum of two weeks (10 working days).

The employee shall be paid four percent (4%) of the accumulated wages in the year for which the vacation is given.

For One Year and Less Than Three Years' Service: 10 working days (two weeks) annually. Vacation pay shall equal 10 days' base earnings or four percent (4%) of accumulated wages, whichever is greater.

For Three to Seven Years of Service: 15 working days (three weeks) annually when an employee has completed from three to seven years of service by the end of any calendar year. Vacation pay shall equal 15 days' base earnings or four percent (4%) of accumulated wages whichever is greater.

For Eight to Fifteen Years of Service: 20 working days (four weeks) annually when an employee has completed 8 to 15 years of service by the end of any calendar year. Vacation pay shall equal 20 days' base earnings.

For Sixteen to Twenty-Four Years of Service: 25 working days annually when an employee has completed 16 to 24 years of service by the end of a calendar year.

Vacation pay shall equal 25 days' base earnings.

In the year in which the employee is first eligible for 25 working days' vacation, he/she shall be granted it in one continuous period if he/she so requests.

NOTE

Employees hired on the first working day of January shall be deemed to have completed a calendar year on December 31 of the same year.

For Twenty-Five or More Years of Service: 30 working days' vacation in the calendar year in which he/she completes 25 years of service, and in each succeeding year.

Vacation Bonus

In the calendar year in which a regular employee completes:

26 years' service –	1 day's base pay
27 years' service –	2 days' base pay
28 years' service –	3 days' base pay
29 years' service –	4 days' base pay
30 years' service –	5 days' base pay
31 years' service –	6 days' base pay
32 years' service –	7 days' base pay
33 years' service –	8 days' base pay
34 years' service –	9 days' base pay
35 years' service –	10 days' base pay and beyond

The vacation bonus shall be calculated on the employee's base rate of pay as of July 1st of the year in which the bonus is payable. These bonuses are payable on the closest payday to July 1st of each year.

Regular Part-Time Employees

Regular part-time employees are eligible for paid vacation time off. The entitlement is based on calendar years of service and payment for time off is calculated on a pro-rata basis. (Ref. Part A, Item 1.2.2).

Probationary Employees

A probationary employee shall be entitled to a vacation of one working day for each full month of service completed between June 30 of the previous year and July 1 of the current year up to maximum of two weeks (10 working days).

Four percent (4%) of the total pay of the employee shall be paid in the year for which the vacation is given – whichever is greater.

Temporary Employees Made Regular

On attaining regular status, temporary employees will receive vacation entitlement for all service as defined in Part 'A', Item 5.2.2.

Temporary Employees

For less than one year's accumulated service: Entitled to a cash vacation allowance of four percent (4%) of all accumulated wages.

6.4 Special Provisions and Allowances

6.4.1 Deferment or Interruptions of Vacations

Reimbursement will be made for out-of-pocket expenses incurred by an employee who, at the request of the Company, either defers an approved vacation or returns before the vacation has expired.

When an employee is called back from vacation or when an employee's vacation is cancelled at the request of the Company, the employee shall receive premium rates of pay for all normal hours worked on cancelled vacation days for which seven calendar days' notice has not been given up to a maximum of seven calendar days.

NOTE

In the above cases, the deferred or interrupted vacation days are to be rescheduled at a later date subject to Sections 6.1 and 6.5.

6.4.2 Statutory Holidays and Vacations

If statutory holidays, to which an employee is entitled with pay, occur within his or her vacation period, the employee shall be granted an additional day's vacation for each in lieu thereof.

6.4.3 New Employees

An employee joining the staff between January 1 and June 30 and taking a vacation before July 1, shall receive only the days allowed for service to the date of commencing the vacation. Any remaining days credited for service between the vacation commencement date and June 30 shall be taken between July 1 and December 31.

An employee joining the staff between January 1 and June 30 and taking his vacation after July 1, shall receive only the days allowed for service to June 30.

If an employee joins the staff between July 1 and December 31, no vacation allowance can be used until after December 31.

6.4.4 Re-engaged Employees

An employee whose employment is terminated and who is re-engaged within 12 months of termination shall be granted a vacation allowance based on the employee's re-established service credit (see Part 'A', Section 5.0). However, the initial vacation allowance, while prorated on the same basis as above, must be taken as outlined in Section 6.4.3.

6.5 Postponed Vacations

6.5.1 With the exception of new employees as outlined in Section 6.4.3, vacations appropriate to the particular calendar year may be granted at any time but normally must be completed by the end of that year. Carry-over or postponement of vacations beyond the end of that year shall be in accordance with the following:

1. Where it is mutually agreeable, the employee may carry-over a maximum of one week's vacation to the following year (to be taken by April 30 of that following year). Request for carry-over must be made prior to September 1.
2. Under special extenuating circumstances (as identified in Subsections 6.4.1, 6.5.2 and 6.5.4), application for postponement or carry-over of more than one week's vacation may be made to the respective director, or official of equivalent rank, but the vacation must be completed by April 30 of the next year.

6.5.2 An employee who is on sick leave shall not be granted a vacation until judged fit to return to work. If still disabled when sick leave credits expire, however, the employee may be placed on earned vacation. With Directors approval an employee whose 100% sick leave credits have expired and who is unable to return to work on modified duties, may be paid vacation in full day increments (5 days maximum) to offset loss of income once per calendar year.

6.5.3 An employee who becomes ill while on vacation shall not be placed on sick leave until after termination of the vacation. Under exceptional circumstances in case of very serious illness, sick leave may be granted at the discretion of the Chief Physician/Manager Health Services. The employee would then be entitled to the unused portion of his/her vacation after recovery from the illness.

Minor illnesses and injuries may cause some degree of discomfort or disability to an employee while on vacation. Yet for the most part, these do not necessitate complete removal from the vacation setting or loss of the beneficial effects of the holiday. However, when an employee on vacation becomes seriously ill or injured and as a result must be removed from vacation setting entirely, he or she should be entitled to sick leave.

The decision as to when an illness or non-occupational injury is sufficiently severe to justify transfer from vacation to sick leave should be made on medical grounds and rests with the **Chief Physician/Manager Health Services**. Normally hospitalization or complete confinement to bed in the home under regular physician's care have been the criteria used to judge severity, often after consultation with the attending doctor. "Exceptional circumstances" may include a number of things such as hospitalization, the need to be flown home from a trip abroad, becoming seriously ill on the first day of vacation, etc.

The decision to transfer from vacation to sick leave must be based on reliable medical evidence and made by **the Chief Physician/Manager Health Services**. All cases of requests for such consideration should be referred to the **Chief Physician/Manager Health Services** without exception.

- 6.5.4** Where an employee is on sick leave or workers' compensation and thereby is unable to use his or her vacation credit during the current year such vacations may be carried over to the following year in accordance with Sections 6.1 and 6.5.1. Any outstanding vacation credit that has not been approved for carry over into the next year shall be paid out by Dec. 31 of the current year.

6.6 Vacation Payment on Termination

An employee whose service is terminated by the Company or by resignation shall be entitled to a cash payment in lieu of an outstanding vacation allowance, calculated proportionately from July 1 marking the beginning of the 12-month period in which the vacation entitlement applies. Upon the death of an employee, his or her estate shall be entitled to the same payment.

The payment will be based on:

1. Four percent (4%) of accumulated wages for an employee entitled to the prorated amount of 10 working days annually.

NOTE

In each of the following subsections, the minimum amount to be paid must be at least four percent (4%) of accumulated wages (see Definition, Subsection 6.3) of the employee in the year for which the vacation is earned.

2. Six percent (6%) of base earnings to date for an employee entitled to 15 working days annually.
3. Eight percent (8%) of base earnings to date for an employee entitled to 20 working days annually.

4. Ten percent (10%) of base earnings to date for an employee entitled to 25 working days annually.
5. Twelve percent (12%) of base earnings to date for an employee entitled to 30 working days annually.

The value of the vacation bonus will be based on the employee's base rate at the time of termination. The vacation bonus for the incomplete year of service is pro-rated for the number of completed months from the employee's ECD to the date the employee terminates.

Vacation allowance regulations for employees whose service is terminated owing to retirement on early, normal, disability or postponed pension are in accordance with the above.

6.7 Part C (Controller/Dispatcher and Trainee) Vacations

Vacations for controller/dispatchers will be governed by the following:

1. Subject to exceptions resulting from unforeseen or emergent conditions, arrangements will be made to provide vacations as under-noted:
 - (a) Fourteen consecutive days³ off within the period July 1 to December 31 (summer schedule) to all regular controller/dispatchers.
 - (b) If desired by the controller/dispatcher and he/she makes this known to the Company prior to the preparation of the master work schedule, 21 consecutive days³ off including three weekends within the period July 1 to December 31 (summer schedule) to all regular controllers/dispatchers who qualify for three or more weeks' vacation.
 - (c) Where mutually convenient to the Company and the employees, if individual controller/dispatchers so request, all or part of the vacation allowance may be taken outside the period July 1 to December 31.
 - (d) A request by an individual controller/dispatcher for an extension of his/her vacation period may be granted at the Company's discretion by interchanging his/her scheduled vacation days or unused vacation entitlement with days of work, providing qualified staff (controller/dispatcher/trainee) is available.
2. If it becomes necessary to cancel the additional extension as outlined in this item, the controller/dispatcher granted the

3 The consecutive days referred to would normally include other than vacation entitlement.

extension will be required to return to his/her original schedule without penalty to the Company.

3. If, in any instance and due to unforeseen circumstances, vacation schedules are adversely affected, the Company will use available relief so as to reduce the abnormal period to a minimum.

7.0 STATUTORY HOLIDAYS

7.1 Recognized

The days listed below will be recognized by the Company as statutory holidays, regardless of any conflict between these holidays and those declared as statutory holidays by municipal, provincial or federal statutes.

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

When Canada Day falls on a Saturday or Sunday it shall be observed on the following Monday.

In the event that Boxing Day or New Year's Day falls on a Sunday, it shall be observed on Monday. Similarly, if Christmas Day falls on a Sunday, it shall be observed on Monday and Boxing Day on Tuesday.

When Christmas falls on Tuesday, Boxing Day shall be observed on Monday.

All regular and probationary employees shall be paid for statutory holidays.

A statutory holiday falling within an employee's vacation period shall not be counted as part of his/her vacation but shall be taken as an extra day of holiday.

Regular part-time employees will be entitled to statutory holiday pay provided that they:

1. Have more than three months' accumulated service;
2. Have worked on at least 12 days during the four weeks immediately preceding the holiday;
3. Have worked on their scheduled regular day of work preceding and following the holiday.

Payment for such statutory holidays will be the amount the employee would normally earn on a scheduled day of work.

7.2 Sick Leave Credits

If an employee is not scheduled to work on a statutory holiday and falls sick, his/her pay for that day will not be charged against his/her sick leave credits and he/she will receive payment at 100 percent (100%) of his/her normal daily base earnings.

If an employee is scheduled to work on a statutory holiday and falls sick, that day is treated as a normal sick day and the employee would receive a lieu day at a later date.

8.0 FLOATING HOLIDAYS

Regular, regular-seasonal and probationary employees who have accumulated 20 weeks' continuous service in any calendar year will be entitled to three floating holidays subject to the following:

1. Floating holidays may be taken on such days as the employee and his/her supervisor mutually agree upon, following reasonable advance notice on the part of the employee.
2. Floating holidays shall not be carried over into the following year unless work considerations prevent the employee from taking the floater(s) in the year of entitlement.
3. Where the employee is unable to reach mutual agreement with his/her supervisor to take his/her floating holiday(s) before year-end because of absence due to illness (except when exhausting sick leave prior to LTD) unused floating holidays will be assigned on the last working day(s) of the year.
4. Where an employee falls sick on his/her scheduled floating holiday, that day will not be charged against his/her sick leave credits, but shall be treated as a floating holiday for pay purposes.
5. Regular and probationary employees may take their floating holiday(s) before accumulating 20 weeks' service in a calendar year.
6. Regular part-time employees are entitled to three (3) floating holidays upon completing 20 weeks of service. Pay treatment for the three (3) days is on a pro-rata basis. (Ref. Part A, Item 1.2.2)
7. Entitlement on Termination: If the employee terminates after having accumulated 20 weeks' service in the calendar year, the Company will make a cash payment in lieu of any unused floating holiday credit.

If the employee terminates prior to accumulating 20 weeks' service in the calendar year, entitlement will be as follows:

- (a) If the employee has not qualified for entitlement in the previous year, he/she will have no entitlement in the current year. If he/she was granted a floating holiday under 5. above, the Company will recover one day's pay for each floating holiday taken.
- (b) If the employee has qualified for entitlement in the previous year, his/her entitlement will be prorated based on the number of weeks' accumulated service in the year of termination. For example, an employee who terminates after accumulating five weeks' service in the year would be entitled to 5/20ths of three days.

The Company will either make a cash payment in lieu of any unused floating holiday credit or recover the value of the unearned portion of floating holidays taken under 5. above.

In no case will an employee be entitled to more than three floating holidays or floating holiday credit in a calendar year.

9.0 SPECIAL TIME OFF

9.1 Additional Time Off at Christmas and New Year's Holidays

When Christmas falls on Friday and Boxing Day on Saturday, an additional half holiday will be granted employees on the preceding Thursday.

When Christmas falls on Saturday and Boxing Day on Monday, an additional half holiday will be granted employees on the preceding Friday.

When Christmas falls on Wednesday, the Friday following Boxing Day shall be granted as an additional holiday.

When New Year's Day falls on a Saturday, an additional holiday shall be granted on either the preceding Friday or the following Monday.

Those regular part-time employees whose regular scheduled day of work falls on the holidays referenced above shall be granted the time off and compensated at a rate equal to their normal daily earnings.

9.2 Payment for Time in 9.1

Eligible employees required to work during the days in 9.1 shall be paid as follows:

1. If employees are normally scheduled to work and are required to work on such a day, they shall be paid straight time for such work within normal scheduled hours and given equivalent time off with pay, up to a maximum of normal scheduled hours, within the following six months.

2. If employees are not normally scheduled to work on such a day and are required to work, they shall be paid at the rate normally paid for overtime work.
3. Eligible shift employees on a seven-day coverage basis whose normal scheduled day off falls at such designated time, shall be allowed equivalent time off with pay, within the following six months.

9.3 Treatment for Vacation

Special time off, as noted in 9.1, falling within eligible employees' vacation period shall not be counted as part of their vacation but shall be taken as additional time off.

9.4 Remembrance Day

This section was originally created to allow employees paid time off on Remembrance Day for those who served in the armed forces of Canada, Great Britain or their allies during World War II, the armed forces of the United Nations in Korea from 1950 to 1953, and the Allied Merchant Marine from 1939 to 1945.

Employees who can verify they have served in the Canadian Armed Forces, and those in the Reserve components of the Canadian Armed Forces, who have served in a foreign country, will be eligible for time off or payment if required to work.

9.5 Sick Leave Credit

When special time off, as noted in 9.1 occurs while eligible employees are on sick leave credit, their pay will not be charged against sick leave credits and they will receive 100% payment at their base rate for normal scheduled hours.

10.0 LEAVE OF ABSENCE

10.1 With Pay

Occasionally, an employee will be in a situation where there is no reasonable alternative to being absent from work for personal reasons. Sometimes the employee will, at the same time, be committed to considerable additional expense. Provision is made so that the Company may ameliorate the hardship to the employee which may result.

10.1.1 General

When in the Company's judgment the circumstances warrant such action, leave of absence with pay may be granted.

This leave is based upon reasons of personal emergency, such as severe illness in the immediate family which would necessitate remaining home until adequate arrangements could be made for outside help, or being in close attendance at a hospital. Also, in cases where an employee is faced with the effects of a severe storm, fire or flood.

10.1.2 Funerals

A regular employee may be released from duty for a period up to three days without reducing base earnings in the event of the death of a member of the immediate family including parent, parent-in-law, step-parent, brother, brother-in-law, step-brother, sister, sister-in-law, step-sister, husband, wife, son, son-in-law, step-son, daughter, daughter-in-law, step-daughter, grandparents, grandparents-in-law and grandchildren. In the event a regular employee is on approved vacation, the employee's vacation day may be transferred to funeral leave.

In the event of the death of a fellow employee, a regular employee may be allowed time off with pay to attend the funeral. Usually the time required is less than one-half day. Regular part-time employees shall be granted the time off with pay if scheduled to work.

NOTE

Section 10.1.2 is a guide applicable under ordinary circumstances, on the distinct understanding that it does not set rigid limits either maximum or minimum.

10.1.3 Annual Training for Reserve Forces

A regular employee who serves with the Reserve Force of the Canadian Armed Forces and can be spared from work may be granted leave of absence in order to attend annual training.

The employee will be paid the difference between the gross amount received from the Department of National Defence for the full training period and base earnings for the period of absence. The employee will be required to furnish his/her supervisor with a statement from the commanding officer of the reserve unit, showing the amount received from the Department of National Defence for the training period.

10.1.4 Legal Hearings

Base earnings will be maintained when an employee is called for jury duty or is subpoenaed to appear in court as a witness except in cases involving inter-union jurisdictional disputes.

10.2 Equivalent Time Off Without Pay

Employees who have worked overtime may be granted one hour off for each hour worked, without pay, in increments of not less than one-half day, provided the employee requests the time off and the workload permits.

10.3 Family Leave

Family leave of up to 5 unpaid days per year shall be granted when requested by the employee. This benefit will not be pyramided with any legislated benefits under the Employment Standards Act or other legislation.

11.0 PREGNANCY/ADOPTION/PARENTAL LEAVES

11.1 General Provisions

To be eligible, the employee must have worked for the Company for a period of at least 13 weeks preceding the estimated delivery date or have been employed by the Company for 13 weeks by the date on which the child comes into the custody, care and control of the parent for the first time.

These leave provisions are available to all categories of employees. In addition, regular employees including regular part-time employees eligible for pregnancy leave or adoption leave are entitled to supplementary unemployment benefits (Ref. 11.4).

Pregnant employees are entitled to pregnancy leave including those women whose pregnancies are terminated by still-birth or miscarriage within 17 weeks of the expected birth date (Ref. 11.2). Following the birth of the child, the employee is also eligible for parental leave. (Ref. 11.5).

Adoption leave is available to the parent who is designated as the primary caregiver (Ref. 11.3). Parental leave is also available to such an employee (Ref. 11.5).

Parental leave is also available to employees not eligible for pregnancy or adoption leave but who have become the parent of a child (e.g. an employee whose spouse has given birth to a child or the adoptive parent who is not the primary caregiver. Ref. 11.5).

Service credit will be granted for the full duration of such leaves.

Two weeks' notice is required for such a leave, except as noted in 11.2.2. The commencement date can be advanced or delayed upon the giving of a further two weeks notice. Similarly, the termination date can be advanced or delayed upon giving four weeks notice.

Eligibility for such leave does not necessarily mean the employee is entitled to EI benefits. However, EI benefits may be available in the case of such

a leave and employees should be referred to the nearest EI office to check their entitlement.

The Company will continue for the duration of any such leave to pay the same share of the premiums for OHIP, EHB, Dental Plan, Life Insurance and Pension Plan that it would normally pay for the employee. This will not apply with respect to any benefit plan where the employee is normally required to make an employee contribution and he/she has given the Company written notice that he/she does not intend to pay such contributions.

An employee going on such a leave may prepay his/her pension contributions prior to taking the leave or make up contributions on return to work to establish pensionable service for the period of absence. Prior to the leave, he/she must sign the appropriate forms indicating whether or not he/she wishes to prepay the pension plan contributions.

Positions temporarily vacated as a result of a pregnancy/adoption or parental leave will be filled on a temporary basis only until the employee on leave returns.

Provided the employee returns to work no later than the expiration of his/her leave entitlement, he/she will be offered:

- (a) The position most recently held if it still exists at a rate of pay not less than his/her wages at the commencement of the leave or if greater the wages that the employee would be earning had the employee worked throughout the leave.
- (b) Should the position most recently held not exist as a result of a surplus in the unit in accordance with Article 11 he/she will be offered a comparable position at the location he/she was previously working at a rate of pay not less than his/her wages at the commencement of the leave or if greater the wages that the employee would be earning had the employee worked throughout the leave.
- (c) Should (a) or (b) not exist he/she will be treated in accordance with Article 11.

The granting of extensions to the normal 90-day acting period for positions vacated by an employee on pregnancy/adoption/parental leave shall be automatic. The Union chief steward shall be advised of all cases where this subsection applies.

11.2 Pregnancy Leave – General

Prior to commencing pregnancy leave, the female employee must indicate in writing her desire to return to work following her pregnancy.

The *Ontario Human Rights Code* requires the employer to accommodate the needs of pregnant employees in the workplace, unless to do so would cause undue hardship to the business. If a pregnant employee is unable to work in her regular work location because of the possible radioactivity level, her normal base rate of pay will be maintained during the period of relocation.

11.2.1 Duration of Leave

An eligible female employee may apply for pregnancy leave, to commence after the 22nd week of pregnancy for a duration of up to 17 weeks.

The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is six weeks after the birth, still-birth or miscarriage.

NOTE

Female employees who are the parent of a child are entitled to parental leave in addition to pregnancy leave. Parental leave is described in 11.5. Unless otherwise mutually agreed, parental leave must immediately follow the pregnancy leave unless the child has not come into the custody, care and control of the parent for the first time.

11.2.2 Physician's Certificate

When a female employee applies for pregnancy leave she must provide her supervisor with a certificate from her physician stating that she is pregnant and giving the estimated date of delivery at least two weeks prior to the date she plans to commence the leave.

In the case of a female employee who stops working prior to the commencement of her scheduled leave because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth, that employee must, within two weeks of stopping work, give her supervisor:

- (a) written notice of the date the pregnancy leave began or is to begin, and
- (b) a certificate from a legally qualified medical practitioner that states the date of the birth, still-birth or miscarriage and the date the employee was expected to give birth.

When a female employee resigns without notifying her supervisor that she is pregnant and she has not applied for pregnancy leave, but within two weeks following her resignation, provides her supervisor with a certificate from her physician stating she was unable to perform her job duties because

of a medical condition arising from her pregnancy and giving the estimated or actual delivery date, she shall be entitled to pregnancy leave if it is requested.

NOTE

The supervisor should obtain the advice and assistance of the Health and Safety Division if clarification is required.

11.2.3 Pregnancy and the Sick Leave Plan

Normal pregnancy leading to confinement is not an illness under the terms of the Sick Leave Plan. However, absences due to pregnancy-related illnesses or complications shall be considered as sick leave under the terms of the Sick Leave Plan.

11.3 Legal Adoptions – Primary Care-Giver

In cases of legal adoption where the child is raised in the home the following will apply after receipt of the child.

1. Where the child is less than elementary school age, the primary caregiver will be granted leave of up to 17 weeks.
2. Where the child is elementary school age or older and the primary caregiver requests leave, the duration will be based on the recommendation of the adoption agency with the final decision being made by the Company's Chief Physician.
3. The primary caregiver is also entitled to parental leave (Ref 11.5).

11.4 Benefits Under the Supplementary Unemployment Benefit Plan for Regular Employees

Provided they qualify for EI payments regular female employees who are eligible for pregnancy leave or the regular employee who is the parent designated as the primary caregiver in a legal adoption proceeding shall be paid a benefit in accordance with the Supplementary Unemployment Benefit Plan. In order to receive this benefit, the employee must provide the Company with proof that he/she has applied for and is eligible to receive unemployment insurance benefits pursuant to the *Employment Insurance Act*. The grant payment may only be paid upon receipt of proof that the employee is eligible for EI benefits. The simplest "proof of eligibility" is the counterfoil from the employee's first EI cheque.

According to the Supplementary Unemployment Benefit Plan payment will consist of:

1. Two weeks at 93 percent (93%) of the employee's base pay.

2. Up to fifteen additional weekly payments dependent on the length of his/her EI entitlement, equivalent to the difference between the unemployment insurance benefits the employee is eligible to receive and 93 percent (93%) of the employee's base pay.
3. In the case of a legal adoption, in addition to the Supplementary Unemployment Benefit Plan payments, the primary caregiver shall receive the equivalent of 93% of two weeks base salary in the thirteenth and fourteenth weeks of the leave.
4. Other earnings received by the employee will be considered so that the total combination of SUB, EI benefit and other earnings will not exceed 93 percent of the employee's base pay.

These payments will only be made if the employee signs an agreement with the Company, providing:

- (a) that he/she will return to work and remain in the Company's employ for a period of six months from the date of return to work;
- (b) that he/she will return to work on the date of the expiry of her pregnancy leave or his/her adoption leave, unless the employee is entitled to another leave provided for in this agreement;
- (c) that the employee recognizes that he/she is indebted to the Company for the payments received if he/she fails to return to work as per the provisions of subsections (a) and (b).

11.5 Parental Leave

11.5.1 General

Employees who have been employed by the Company (including service with Ontario Hydro) for a period of at least 13 weeks by the date on which the child is born or comes into the custody, care and control of the parent for the first time are eligible for an unpaid parental leave. A parent includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

11.5.2 Duration of Leave

Employees eligible for parental leave may take this leave beginning not later than 52 weeks of the child being born or coming into care. Unless otherwise mutually agreed females on pregnancy leave wishing to take a parental leave must commence parental leave immediately following the end of the pregnancy leave unless the child has not come into custody, care and control of the parent for the first time. The duration of this leave is up to 35 weeks.

Employees who wish to take this leave must give the Company two weeks' notice in writing prior to the date the leave would begin and four weeks' notice of the date the leave will end if they wish to terminate the leave prior to 35 weeks following the date the leave commenced.

11.6 Service Credit

Employees who were granted pregnancy/adoption/parental leave from the Company or its predecessor, Ontario Hydro, on or after November 18, 1990 will be eligible for service credit for the full duration.

12.0 DISABILITY BENEFITS AND INCOME PROTECTION

12.1 Sick Leave Plan

The benefits of the Company's Sick Leave Plan shall be considered as part of this Agreement. However, it is recognized that its provisions are not an automatic right of an employee and the administration of this plan and all decisions regarding the appropriateness or degree of its application shall be vested solely in the Company.

When required by the employer, Major Medical Absence Reports and associated follow up reports shall be paid for by the employer up to \$40.00.

The Company's Sick Leave Plan will provide that probationary and regular employees will commence with a credit of eight days at 100 percent (100%) and 15 days at 75 percent (75%) pay, payable from the first day of sickness. This credit will continue to be available until the employee attains his/her first annual accumulation date as a regular employee. At the time of this accumulation date and each subsequent accumulation date he/she will acquire additional credits of eight days at 100 percent (100%) pay and 15 days at 75 percent (75%) pay. The accumulation of credits will be subject to the provisions of the Company's Sick Leave Plan.

Regular part-time employees shall receive a pro-rated number of sick days. When a regular part-time employee is absent due to illness on a scheduled day of work, they shall be paid for the hours of work scheduled for that day provided sick leave credits are available.

Normally employees will be expected to arrange routine medical or dental appointments during non-working hours. Where such appointments cannot be arranged during non-working hours and the employee can be released from his/her duties, then the time shall be charged against an employee's sick leave time.

Employees who are on sick leave for 30 days or more may be eligible to participate in a vocational rehabilitation programme in accordance with the Company's policy.

12.1.1 Medical Leave with Pay

Employees who are injured while commuting under Part A Item 20 to a temporary work headquarters which is 50 kilometers or less from their regular work headquarters, will be eligible for a Medical Leave of Absence with Pay provided they are deemed unable to work by the Chief Physician. The employee must apply for WSIB. This leave shall be paid at 75 percent (75%) of the employee's base rate once sick leave credits are exhausted. Sick leave plan rules apply. The medical leave shall be for a maximum of six months or when the employee is placed on LTD, whichever occurs first.

12.2 Long Term Disability

12.2.1 General Provisions of LTD Plan

The Long Term Disability (LTD) Plan provides financial security and rehabilitative employment features to regular employees during their absence from work due to extended sickness or injury. LTD benefits commence upon completion of the qualifying period which is defined below. Regular employees who are approved for the provisions of the LTD Plan will be subject to the following contractual provisions.

All employees who are in receipt of LTD benefits will be eligible to participate in the Rehabilitation and Re-employment Programme dependent upon their medical suitability and procedural requirements.

DEFINITIONS:

LTD Qualifying Period – The qualifying period is defined as the period six calendar months from the starting date of the employee's continuous absence due to disability; or a total of six months in accumulative authorized medical absences in the year prior to the date sick leave expires due to the same progressively deteriorating disability; or the expiration of sick leave whichever is longer.

Disability Period – The period in which an employee cannot continuously perform the essential duties of any position available in accordance with the priority placement criteria of the Rehabilitation and Re-Employment Procedure.

Benefit Level – The Company agrees to assume the full cost of an LTD Plan for all regular employees. The Plan would provide for a monthly income during the disability period equal to the lesser of:

1. Sixty-five percent (65%) of base earnings at the end of the qualifying period for LTD benefits, or
2. Seventy-five percent (75%) of base earnings at the end of the qualifying period for LTD benefits less any compensation awards from the Workplace Safety and Insurance Board (WSIB) (excluding

the Non-Economic Loss award) and/or the Canada Pension Plan, excluding benefits for dependents.

NOTE

Regular part-time employees shall be eligible for pro-rated income benefits.

Miscellaneous Provisions – A person who runs out of sick leave credits will be granted a leave of absence without pay until such time as the LTD qualifying period elapses. The employee will continue to receive service credit during this period and have coverage maintained in but will not be required to contribute to the Company’s Pension Plan, Health and Dental benefits, and the Company’s Group Life Insurance Plan.

Where an employee has been retrogressed to a lower-rated job for medical reasons and within two years (not including the LTD qualifying period) begins receiving a monthly income under the LTD Plan for reasons directly related to the original medical condition, the base earnings used to compute the LTD monthly income payment shall be the current rate of the employee’s original classification.

Exceptions and Limitations to the LTD Plan

LTD benefits will not be made available for claims resulting from:

1. A disability for which the person is not under continuing medical supervision and treatment considered satisfactory by the Insurance Carrier and the Company.
2. A disability caused by intentional self-inflicted injuries or illness while sane.
3. A disability from bodily injury resulting directly or indirectly from insurrection, war, service in the armed forces of any country, or participation in a riot.
4. Normal pregnancy leading to confinement.
5. Disability from occupational injuries for which the employee is receiving Loss of Earning (“LOE”) award from the Workplace Safety & Insurance Board for the first 24 months of payment due to total disability.

No amount of LTD benefit will be payable with respect to the disability of an employee during any of the following periods:

1. If the disability is due to mental disorder, any period while the employee is not under the continuing care of a certified psychiatrist or other care authorized by the employee’s psychiatrist.

2. If the disability is due to substance abuse, alcoholism and/or drug addiction any period in which the employee is not certified as being actively supervised by and receiving continuing treatment from a rehabilitation centre or a provincially designated institution.
3. The period during which the employee is on leave of absence, including Pregnancy Leave of Absence. The LTD qualify period begins on the date the employee is expected to return to work from that leave of absence.

12.2.2 Benefits While on LTD

1. **Service Credit:** Service credit shall not continue while the employee is in receipt of LTD benefits. Upon return to work, service credit shall be applied as per Item 12.2.4.
2. **Vacation Credit:** Any outstanding vacation entitlement for a person going on LTD will be paid in cash upon expiry of sick leave. The cash payment will be calculated on the base earnings at the expiration of sick leave for the prorated days of vacation entitlement, any outstanding lieu days, any outstanding floating statutory holidays, and banked time for 40-hour per week employees. No vacation entitlement, floating holidays, or banked time for 40-hour per week employees accrues while a member is in receipt of LTD benefits.
3. **Vacation Credit During Rehabilitation Employment:** Vacation credits will be earned based on the hours worked and the employee's vacation entitlement multiplied by the corresponding percentage listed below. These credits will be paid in cash in the last pay period of the year if not used by December 31, or upon return to regular employment, or upon termination.

Vacation Entitlement (Based on Service Credit)	Percentage of Accumulated Earnings/Hours Worked
10 working days or less annually	4%
15 working days annually	6%
20 working days annually	8%
25 working days annually	10%
30 working days annually	12%

4. The Company health and dental coverage premiums continue to be maintained by the Company.

5. **The Company Pension Plan:** The employee's membership in the plan continues. Upon expiry of sick leave, the requirement for employee contributions is waived. An employee is not required to make contributions to the plan while he/she is receiving LTD benefits. The retirement pension continues to accumulate. Years of service continue to accumulate for entitlement to rights and benefits under the Pension Plan.
6. **The Company Group Life Insurance Plan:** Commencing the first day of the month following the end of the qualifying period for LTD benefits, an employee will continue receiving the same insurance option during receipt of LTD benefits as that in force prior to such receipt. An employee who is in receipt of LTD benefits is not required to make contributions to the Group Life Insurance plan.
7. **Sick Leave Entitlement:** Upon receipt of the memorandum from the Chief Physician recommending that the employee should make application for LTD benefits, entitlement to accumulate or restore sick leave credits shall cease on the day following the next accumulation date provided that it falls within the qualifying period.
8. **Union Dues:** Upon expiry of sick leave an employee's Union dues shall cease.
9. Employee status will continue with respect to maintaining redress rights to contractual provisions.

12.2.3 Recurring Disability After Return to Regular Work

If, on return to regular employment after receiving disability benefits, a subsequent period of disability recurs within six months and is related to the cause of the previous disability, the following shall apply:

Entitlement to existing sick leave credits shall cease, the qualifying period shall be waived, and the employee shall immediately receive LTD benefits as if there had been no return to work.

12.2.4 Individual Returns to Regular Employment

1. **Service Credit:** Continuous service recommences upon return to work and service credit accumulated prior to the date of receipt of LTD benefits will be added to it. In addition, for employees returning to regular employment within the first two years in receipt of LTD benefits, full service credit will be granted for that period as well. It should be noted that seniority for all employees in receipt of LTD benefits continues to accrue during the period they are in receipt of LTD benefits.

2. **Vacation Credit:** The employee will start earning vacation credit based on total service credit.
3. **The Company Health and Dental Coverage:** Premiums continue to be maintained by the Company.
4. **The Company Pension Plan:** Employee contributions recommence.
5. **The Company Group Life Insurance Plan:** Employee contributions recommence.
6. **Sick Leave Entitlement:** Eight days at 100 percent (100%) and 15 days at 75 percent (75%) pay shall be immediately credited. On the first accumulation date, restoration of sick leave credits will take place based on the total service credit. It is recognized that this provision is subject to the provisions of recurring disability as defined in Section 12.2.3.
7. **Union Dues:** Union dues recommence.

12.2.5 Termination of LTD Benefits

The LTD benefit ceases when any of the following events occur:

1. The date the individual ceases to be totally disabled or engages in any occupation for wage or profit except as permitted by the Rehabilitative Employment Clause.
2. The date the individual reaches age 65.
3. The date the individual fails unreasonably to furnish proof of the continuance of such total disability, or fails to submit to an examination requested by the Plan's medical advisors. At that point all LTD benefits will cease and the employee will be terminated.

When an employee does not comply with the above requirements the Union will be informed and act as the employee's advocate prior to such termination.

4. The date the individual dies.
5. The date the individual receives pension under the Company Pension Plan.

12.2.6 Indexation

1. **LTD Benefits:** Individuals who are in receipt of LTD benefits will have their LTD benefit level indexed by the same amount that pensions are indexed.
2. **Pension Calculation – Base Earnings:** For the purposes of calculating the pension benefit for LTD recipients the base earnings at the end of the qualifying period will be increased by the amount of the indexation increase granted in 1. above.
3. **Insurance Benefit – Base Earnings:** It is agreed that for purposes of calculating the group life insurance benefit for LTD recipients, the base earnings at the end of the qualifying period will be increased by the amount of the indexation increase granted in 1. above.

12.3 Rehabilitation and Re-employment

Rehabilitative employment is an important feature of the Plan which provides an employee with additional financial incentive and assistance to re-enter the work force. It is defined as any employment within the Company and remains in effect until the employee is offered regular employment.

If during the disability period, an employee becomes capable of working, the Company shall endeavour to provide an (disabled) employee with work he/she is capable of performing. It is recognized that an employee must be prepared to attempt rehabilitative employment. In the event the employee refuses reasonable rehabilitative or regular employment, he/she shall be terminated and forfeit all rights to LTD benefits.

During rehabilitative employment, remuneration will be prorated based on the hours worked and the hourly rate of the current base rate of the rehabilitative position. Employees will continue to receive approved LTD/Sick Leave benefits, however, the benefit level will be adjusted so that the total of the rehabilitative earnings and these benefits shall not exceed the current base rate of the position occupied prior to disablement.

After the employee has successfully completed his/her rehabilitative employment and has been placed in a regular job on a continuing capacity, he/she will be paid at the normal rate of the job in which he/she has been placed, subject to any applicable retrogression policy.

12.4 Workplace Safety and Insurance Board Payments

The *Workplace Safety and Insurance Board* (WSIB) is responsible for administering the Workplace Safety and Insurance Act, and payments will be made according to the provisions set out within that Act. Any future legislative or regulatory changes may necessitate further discussion on the part of both parties.

Pending the decision of the WSIB regarding entitlement to awards, an employee's normal earnings will be maintained at his/her current level of sick leave (i.e. 100%, 75%, 0%).

12.5 Supplementary Grant

12.5.1 Definition of Supplementary Grant

The supplementary grant is an amount equal to the difference between the WSIB award and the employee's normal earnings after income tax deductions.

NOTE

WSIB award for this section excludes permanent impairment awards granted for accident dates prior to January 1, 1990, Non-Economic Loss Awards or Older Worker Supplements.

The employee's earnings for the purpose of calculating the supplementary grant will include only regular scheduled hours for a normal week.

The supplementary grant will be such an amount as to maintain the employee's normal net pay.

NOTE

Such a grant will not include payments for shift bonus, relief pay, overtime or premium hours or other payments which are not applicable when the employee is absent from and not available for work.

12.5.2 Who Receives the Supplementary Grant

The supplementary grant will be made only to probationary and regular employees.

Employees who are receiving *Workplace Safety and Insurance Board* benefits for claims or injuries suffered while in the employ of an employer other than the Company are required to notify the Company of being in receipt of those benefits in order to qualify for the supplementary grant. These employees will not be eligible for sick leave while receiving *Workplace Safety and Insurance Board* benefits that qualify for the supplementary grant.

12.5.3 Responsibility for Payment

The responsibility for payment will be in accordance with The Standard Authorities – Payroll Documents.

12.5.4 Withholding the Grant

The award of the supplementary grant should not be withheld unless there is strong evidence of gross negligence or obvious misconduct on the part of the injured employee. The supplementary grant will be withheld if the employee is not co-operating in the Early and Safe Return to Work Process or a WSIB Work Reintegration Plan or refuses a medically suitable position.

Authority for withholding the grant is vested in Vice President(s), Directors, Superintendents, in consultation with Human Resources, Labour Relations and the Manager of Health Services & Rehabilitation.

12.5.5 Payment While in Receipt of WSIB Award

An employee in receipt of Total Temporary Disability (TTD) benefits will receive the supplementary grant for the entire period. Upon notification of the amount of the FEL award and/or LOE award the Company agrees to pay supplementary grant monthly on the FEL award and/or Loss of Earning (LOE) award for a maximum of 24 months. Any workers' compensation payments in excess of the FEL award and/or LOE award, excluding the Non-Economic Loss (NEL) award, shall be considered part of the FEL award and/or LOE award for purposes of calculating the supplementary grant. Upon request, the employee shall be paid out any outstanding vacation entitlement while payments are being processed.

For employees on rehabilitative employment the total compensation of FEL and/or WSIB Award plus rehabilitative earnings plus the Company supplementary grant shall not exceed 100% of the current rate of the pre-disability job.

If after 24 months in receipt of supplementary grant and a FEL award and/or LOE award the employee is still unable to return to work, he/she shall be placed on sick leave. The employee will continue to draw from his/her sick leave bank on a daily basis at the rate of half a day if the amount equal to the supplementary grant is equal to, or less than 4 hours, and a full day if the amount equal to the supplementary grant is greater than 4 hours per day. While on approved sick leave, however, the benefit level will be adjusted so that the total of any WSIB award and the sick leave benefit shall not exceed the employee's current base rate. Upon expiry of sick leave, if the employee is still unable to return to work, he/she shall qualify for LTD less any award, pension entitlement and/or any supplement from the Workplace Safety and Insurance Board (excluding NEL award) and/or the Canada Pension Plan.

12.6 Waiver of Posting or Selection

If at any time an individual who is in receipt of LTD or *Workplace Safety and Insurance Board* benefits is capable of returning to any further service with the Company or if a medically suitable position becomes available for an employee who is medically restricted while at work or on sick leave,

the Company will request, and the Union shall normally grant a waiver of posting or selection after considering all medically restricted employees eligible under the Rehabilitation and Re-Employment Policy.

13.0 HEALTH INSURANCE PLANS

13.1 Regular Employees, Pensioners and Regular Employees Receiving Workplace Safety and Insurance Board Payments

Subject to the condition that employees enroll their spouse and dependent children, the Company agrees to pay 100 percent (100%) of the premiums for:

Exception: Regular part-time employees shall be eligible for Health Insurance Plan coverage. Such employees will be required to pay costs of premiums (except OHIP) based on hours not worked divided by the regular hours of the classification. If he/she elects not to pay, coverage will not be provided.

1. OHIP – Covers medical and standard ward hospital services.
2. Supplementary Plan – Covers semi-private hospital services.
3. Extended Health Benefit Plan – Coverage details are contained in the current brochure entitled “Extended Health Benefits for Hydro One Inc.”
4. Group Dental Insurance Plan – Coverage details are contained in the current brochure entitled “Supplemental Group Dental Benefits for Hydro One Inc. “

An employee may voluntarily discontinue coverage in plans 2., 3. and 4. Upon reentry, and depending upon the terms of each plan, a waiting period must be satisfied before services will be covered. This would not apply to changes relating to marital/dependents status.

Effective January 1 of each year of the collective agreement, dentist fees will be paid up to the amounts shown in the current ODA Fee Guide.

13.2 Probationary Employees

The Company will pay 100 percent (100%) of all claims and fees for all probationary and regular employees who are covered by the Semi-Private Hospital Accommodation Plan, Extended Health Benefits Plan and Dental Plan. Coverage will commence on the employee’s Established Commencement Date and will cease on the employee’s termination date.

The Company will pay 100 percent (100%) of OHIP premiums commencing the second month of employment.

14.0 PENSION AND INSURANCE

NOTE:

As a result of Re-Opener Negotiations and the subsequent Teplitsky Award dated June 15, 1998 and 2000 Negotiations, several revisions were made to the Ontario Hydro Pension Plan which were incorporated in the Hydro One Inc. Pension Plan.

The changes include:

Notional Account

In consideration for the Rule of 82, changes to indexing, and changes to survivor benefits each as described below, the Notional Account will be eliminated in respect of all members, former members and beneficiaries of the plan and the elimination shall be confirmed by the obtaining of all necessary orders (including an order varying the order of Mr. Justice Trainor dated November 4, 1991).

The union will take, on an expeditious basis, all steps as may be required in order to obtain the necessary orders and will support Hydro in any steps Hydro may be required to take. Each party shall bear its own costs.

Rule of 82

Effective July 1, 2000, any member who on the date of retirement is represented by the Power Workers Union may, on or after the first day of the month in which the sum of the member's age in years and years of continuous employment is equal to or greater than eighty two, receive a pension that is 100 percent of the member's earned pension computed in accordance with the rules of the pension plan, in particular, rule 6.

Indexing

Effective on the date the Notional Account is eliminated, the plan shall be amended, in respect of members and former members who immediately prior to termination of employment were members of the union, to increase pension benefits on January 1 of each year by 100 percent of the increase in the Consumer Price Index, up to a maximum of 8 percent per year. In the event that the increase in the CPI exceeds 8 percent, the increase shall be carried forward to future years. In the event that the CPI decreases, the percentage decrease shall be applied in determining subsequent increases in pension benefits. A decrease in the CPI shall not reduce pension benefits in payment.

Changes to indexing as described in this section are subject to the condition precedent that the Notional Account will be eliminated for all members and former members and confirmation thereof by order as set out above.

In the absence of such an amendment and elimination of the Notional Account, the pensions of members and former members who immediately prior to termination of employment were members of the union will be increased by 100 percent of the increase in the CPI effective January 1, 1999 and January 1, 2000 and the cost of such indexing shall be charged to the Notional Account in the same way as was done in respect of the increase on January 1, 1998.

Survivor Benefits

Effective July 1, 2000, pensions of survivors of members or former members who on the date their employment ceased were members of the union shall be based on 66 and 2/3 percent of the member's pension rather than 64 percent of the member's pension.

Contribution Holidays

The parties agree that they will jointly approach the Government of Ontario to amend the *Power Corporation Act* to permit the Corporation to take contribution holidays from April 1, 1998 to the earlier of the date the collective agreement expires or the date subsection 22(4) of the *Power Corporation Act* is repealed.

14.1 Changes to the Pension Plan

14.1.1 The present Hydro One Inc. Plan forms part of this Collective Agreement. The pension portion of the Plan is generally described in the current brochure "Your Hydro Pension Plan". Changes to the plan affecting employees within the jurisdiction of the Union shall be subject to the following:

1. Subject to 2, Hydro One Inc. shall not make rules which would change employee benefits unless upon mutual consent.
2. In the event of the enactment of any general pension legislation applicable to the employees of Hydro One Inc., amongst others, Hydro One Inc. may, after notification to the Union, effect amendment of the Hydro One Inc. Plan provided that the combination of benefits resulting from the Hydro One Inc. Plan as so amended and such legislation will not be less in the aggregate than the benefits now provided.

14.1.2 Pension items will be submitted at the time that regular amendments to the Collective Agreement are submitted and will be negotiated at the time of regular bargaining.

14.2 Pension Plan

14.2.1 The interest rate on contributions returned to terminated employees will be calculated as set out in the Hydro One Inc. Pension Plan.

14.2.2 Integration with Other Benefits: Pension disability to be discontinued upon implementation of LTD Plan. Those presently on pension disability to continue under the existing provisions.

14.2.3 In recognition of proposed benefit improvements the Union agrees that the value of any EI rebate shall accrue to Hydro One Inc.

14.2.4 Early Retirement – Without Discount

1. Effective January 1, 1981 employees with the following age/service combinations may retire early with no loss of accrued benefits:
 - Age 60 or over with 25 years’ service.
 - Age 59 or over with 26 years’ service.
 - Age 58 or over with 27 years’ service.
 - Age 57 or over with 28 years’ service.
2. Employees may retire without discount when their age and years of continuous service equals 82 or more.
3. Employees who do not qualify for an unreduced early retirement pension under 14.2.4(1.) or 14.2.4(2.) may retire without discount after completing 35 years of continuous service.

Early Retirement Discounts

Table 1		Table 2		Table 3	
All employees with 25 or more years' continuous service (except females hired prior to 1976)		All employees with 15 or more but less than 25 years' continuous service (except females hired prior to 1976)		Female employees hired prior to 1976 with 15 or more years' continuous service	
Age	Percent Discount	Age	Percent Discount	Age	Percent Discount
55	15	55	25	50	25
56	12	56	22	51	22
57	9	57	19	52	19
58	6	58	16	53	16
59	3	59	13	54	13
60	0	60	10	55	10
61	0	61	8	56	8
62	0	62	6	57	6
63	0	63	4	58	4
64	0	64	2	59	2
65	Normal Retirement	65	Normal Retirement	60-65	Normal Retirement

NOTE

The above factors apply to employees who do not otherwise qualify for undiscounted early retirement pension.

14.2.5 Early Retirement - With Discount

1. The early retirement discount factors shown in Table 1 are for employees with 25 or more years' continuous service (except females hired before 1976) who do not qualify for undiscounted early retirement pension.
2. All employees who terminate and vest their pension will be entitled to the same early retirement discount as set out under 1.

above provided they had completed 25 years' continuous service by the date of their termination.

3. The early retirement discount factors shown in Table 2 apply to all employees who have 15 or more but less than 25 years' continuous service, except females hired before 1976.
4. The early retirement discount factors shown in Table 3 apply to all female employees hired before 1976 who have 15 or more years' continuous service and do not qualify for an undiscounted pension.

14.2.6 Transfer of Pension Credits Between Reciprocal Employers and Hydro One Inc.

Providing the reciprocal employers agree, the pension credits may be transferred to and from the reciprocal employer and Hydro One Inc. if the affected employees have fully vested their pension credits with the former employer and were hired by Hydro One Inc./reciprocal employer within three months of the termination date. This provision allows retroactive application.

14.3 Group Life Insurance

The present Life Insurance Plan of Hydro One Inc. forms part of this Collective Agreement.

14.3.1 At the time permanent wage adjustments to base annual earnings (as defined in the insurance plan) are implemented, adjustments will also be made in insurance coverage as follows:

1. If the change is effective on or between the first calendar and the first fiscal day of the month, eligibility is established for the given month.
2. If the change is effective on any other day of the month, eligibility is established for the next month.

14.3.2 Life insurance coverage of \$20,000.00 will be provided for employees who are required to work or travel in helicopters or aircraft. This coverage shall be in addition to the Group Life Insurance Plan.

14.3.3 Additional Employee, Spousal and Dependent Life Insurance

Effective July 1, 1994, eligibility under the Spousal Life Insurance Program in place as of April 1, 1994 will be extended to PWU represented employees. Effective July 1, 2001, eligible dependents will be eligible for life insurance coverage on the same basis as the Spousal Life Insurance Program at no cost to the Company.

At no cost to the employer, effective July 1, 2002, employees will have the option of purchasing additional term insurance in blocks of \$10,000 to a maximum of \$150,000 at rates established and with the conditions defined by the insurance company.

15.0 RETIREMENT

15.1 Bonus and Outstanding Vacation Payments on Retirement

1. An employee who has completed 10 years of continuous employment, shall be given, on retirement, a cash bonus equal to one month's pay. (In the case of a regular part-time employee, the one month's pay will be pro-rated as per Part A, Item 1.2.2.)
2. The employee on retirement shall also be given a cash payment for any outstanding vacation credits. The cash payment will be on the same basis as outlined in Part 'A', Section 6.6 – Vacation Payment on Termination.
3. If required by the Company to postpone his/her vacation for the year immediately prior to retirement, he/she shall receive a cash payment for that period. No payment shall be made for unused vacation for any other years.

15.2 Retirement While Ill

An employee who falls ill and is not able to return to work prior to the approved normal or early retirement date, shall, subject to approval by the Chief Physician, continue to be carried on the payroll as follows:

15.2.1 Sick Leave Grant Extends to or Beyond Retirement Date

If the sick leave grant carries the employee to or beyond the approved retirement date, the employee shall be retired upon being declared fit to return to work, or upon expiration of the sick leave grant, whichever comes first. The employee shall be given a cash payment in lieu of any outstanding vacation entitlement up to normal retirement date [see Subsection 15.1(2.) preceding], plus a bonus of one month's pay [if applicable, see Subsection 15.1(1.)].

15.2.2 Vacation Credit and Bonus Extends to or Beyond Retirement Date

If the sick leave grant expires prior to the approved retirement date, but part or all of the outstanding vacation credit (Part 'A', Section 6.6 – Vacation Payment on Termination) and bonus of one month's pay [if applicable, see Subsection 15.1(1.) preceding] carries to or beyond the approved retirement date, the employee shall be given a cash payment in lieu of any unused portion of:

1. The vacation credit accumulated up to the expiry of the sick leave; and/or
2. The month's bonus.

15.2.3 Sick Leave Grant, Vacation Credit and Bonus Expires Before Retirement Date

If the sick leave grant together with any outstanding vacation credit and month's bonus [where applicable, see the preceding Subsection 15.1(1.)] does not carry to the approved date, the case shall be referred to the Director of Health and Safety for a determination of the employee's eligibility for LTD.

15.2.4 Unused Vacation Credit for Preceding Year

An employee on sick leave grant which extends over the beginning of a calendar year may be allowed credit for any unused vacation for the preceding year, subject to the approval of the director, or official of equivalent or higher status with the concurrence of the Director of Health and Safety.

16.0 REDUCED HOURS OF WORK FOR EMPLOYEES WHOSE NORMAL HOURS OF WORK ARE 40 PER WEEK

Effective April 1, 1994, the base work week for 39.5 hour per week employees was reduced to 39.0 hours per week.

1. The normal scheduled and paid hours of work will remain at 40 per week.
2. Overtime rates will be paid for all hours in excess of normal scheduled hours.
3. This banked time may be taken on such days as the employee and his/her supervisor mutually agree upon following reasonable advance notice on the part of the employee.
4. Banked time may be taken off in a minimum of half-day (i.e., four-hour) increments.
5. Banked time accumulated in a calendar year must be taken by April 30 of the following year.
6. Where the employee is unable to reach mutual agreement with his/her supervisor to take his/her banked time entitlement (except when exhausting sick leave prior to LTD as noted in Part 'A', Item 12.2.1), unused banked time entitlement will be assigned on the last working day(s) prior to April 30.

7. Where an employee falls sick on his/her scheduled banked time off, that day will not be charged against his/her sick leave credits, but shall be treated as banked time off for pay purposes.
8. Banked time will not accumulate for any period of unpaid leave exceeding 40 consecutive scheduled hours. Scheduled days off will not be considered as breaking the consecutive nature of scheduled hours. Banked time will accumulate during a paid leave of absence and Pregnancy / Adoptive / Parental Leave.
9. When an employee terminates or when an employee is reclassified to a job where the normal hours of work are less than 40 hours per week, unused banked time will be paid off at straight time rates.

16.1 Alternate Hours of Work Arrangements

In the interests of promoting organization effectiveness whilst meeting the needs of employees, the local chief steward and the appropriate management designate may agree to Hours of Work Arrangements for a work group or crew other than the normal scheduled hours/days for purposes of using up banked hours only. Either party with reasonable notice may cancel or request a change to the hours of work arrangement. Where banking of time is the agreed upon arrangement, the provisions of 16.2 will apply.

The following organization effectiveness criteria will be considered to determine which hours of work arrangement including banking time is appropriate.

- (i) Where possible, hours should be arranged to allow more flexibility for employees
- (ii) Productivity levels overall will be maintained
- (iii) Cost effectiveness e.g. impact on overtime, staff levels
- (iv) Requirement for job coverage
- (v) Effective work flow and interface among work units
- (vi) Level of service to external and internal customers

16.2 Where an alternate hours of work arrangement has not been agreed to in 16.1, the employees will continue to work 40 hours per week, banking one hour per week at straight time subject to the following:

1. The normal scheduled and paid hours of work will remain at 40 per week.

2. Overtime rates will be paid for all hours in excess of normal scheduled hours.
3. Bearing in mind organization effectiveness and with reasonable advance notice on the part of the employee, this banked time may be taken on such days as the employee and his/her supervisor mutually agree. Banked time must be taken by April 30th of the following year.
4. Banked time for shift workers shall be rescheduled as part of the time balanced schedule. Should the parties affected by a particular schedule mutually agree otherwise, the banked days may be scheduled outside the shift schedule.
5. Banked time may be taken off in a minimum of half day (i.e. four hour) increments. By mutual agreement fewer hours may be taken off to accommodate abnormal situations.
6. Banked time will be calculated on a calendar basis. At that time bank time credits will be calculated and adjusted accordingly. Note: This represents a change in the period used for calculating banked time (i.e. from April 1 – Mar 31). Employees will not earn more or lose time as a result of this transition.
7. Where the employee is unable to reach mutual agreement with his/her supervisor to take his/her banked time entitlement (except when exhausting sick leave prior to LTD as noted in Part 'A', Item 12.2.1), unused banked time entitlement will be assigned on the last working day(s) prior to April 30.
8. Where an employee falls sick on his/her scheduled banked time off, that day will not be charged against his/her sick leave credits, but shall be treated as banked time off for pay purposes.
9. Banked time will not accumulate for any period of unpaid leave exceeding 40 consecutive scheduled hours. Scheduled days off will not be considered as breaking the consecutive nature of scheduled hours. Banked time will accumulate during a paid leave of absence, and pregnancy leave and parental leave.
10. When an employee terminates or when an employee is reclassified to a job where the normal hours of work are less than 40 hours per week, unused banked time will be paid off at straight time rates.
11. Within the calendar year, banked time may be taken off prior to it being earned. If an employee leaves a banked time arrangement having taken more time than time earned, the employee will pay back the unearned amount by one of the following methods:

- i) vacation or floating holidays, and where applicable statutory holiday credit;
- ii) payroll deduction – the employee may be required to provide written authorization for payroll deduction.

17.0 PAYMENT FOR ALLOWANCES

17.1 Temporary Instruction

17.1.1 Daily Allowance

An allowance of \$30.00 per day or part of a day will be paid to an employee withdrawn from his/her normal duties for up to a maximum of thirty consecutive working days, to prepare for and/or to deliver classroom instruction or group demonstration.

Instructors assigned beyond thirty consecutive working days will be compensated at the regular Training Technician rate (Grade 65, Step 3), or 6% more than the individual's normal base rate whichever is greater.

Temporary Instructor requirements anticipated to exceed five months in duration but not greater than eighteen months shall be posted as Temporary Instructor vacancies (as per Article 10). Compensation will be at the regular Training Technician rate (Grade 65, Step 3), or 6% more than the individual's normal base rate whichever is greater.

These training delivery opportunities will be distributed as equitably as possible based on the skills necessary to carry out the training.

Employees so appointed who are required to give instruction outside of normal working hours shall be paid for this time at the appropriate premium rate in addition to the allowance/rate.

This allowance would not apply to:

- preparing and/or presenting a segment of his/her routine safety meeting
- on the job training given by an employee
- those employees whose normal duties include instruction
- any supervisor who is not removed from his/her normal duties and who receives greater than 5 percent more than those he/she supervises
- normal journeyperson to apprentice relationships
- the evaluation of performance on a specific training project as in the Electrical Maintenance Training Program.

17.1.2 Weekly Allowance

Those employees who are appointed to instruct Controller/Dispatcher Trainee along with their regular duties shall receive \$50.00 per week bonus which is in compensation for the instruction and preparation of instruction material and for evaluating the performance and progress of the Controller/Dispatcher Trainee on a continuing basis of at least one week's duration.

Employees so appointed who are required to give instruction outside of normal working hours shall be paid for this time at the appropriate premium rate in addition to the allowance specified above.

This allowance does not apply to:

- on the job training given by an employee
- employees whose normal duties include instruction.

17.2 Part B Employees (Maintenance Trades)

17.2.1 Apprentices Attending School

Where an apprentice is required to attend a trades school in order to qualify as a tradesperson, or where it is clearly in the Company's interest to have the apprentice attend such a school, the apprentice will be granted a living allowance equivalent to 75 percent (75%) of his/her normal earnings in addition to any government grant, while attending a vocational or trades school under the Apprenticeship Act.

17.2.2 Field Allowance

A field allowance of \$25.00 per overnight stay will apply to all employees when working from bush camps or in northern communities in the Northeast and Northwest served by local diesel generation.

17.3 Part D Employees (Weekly Salaried)

17.3.1 Frontier Allowance

Regular weekly-salaried employees involved in construction who are absent from their headquarters for a period in excess of three consecutive weeks performing engineering and survey work in isolated locations in the Northeast and Northwest shall be entitled to a special 'Frontier' Allowance of \$5.00 per week for the full period worked.

17.3.2 Remote Northern Communities

An allowance of \$25.00 per overnight stay will apply to all regular employees in 'Protection and Control' when working in northern communities in the Northeast and Northwest served by local diesel generation.

18.0 HEADQUARTERS

18.1 General

Two classes of headquarters are established by the Company: work headquarters and residence headquarters.

18.2 Definitions

Work Headquarters – Regular: That location to which the employee normally reports in order to receive his/her daily work assignment or to perform his/her regular duties.

Work Headquarters – Temporary: The centre from which an employee is directed to work when carrying out all or part of his/her duties away from his/her regular work headquarters.

Residence Headquarters: The residence headquarters is that location within which or adjacent to which he/she is expected to reside or is assumed by the Company to reside for purposes of payment of allowances.

NOTE

The residence headquarters may or may not be the same location as the work headquarters.

Householder: Householder is defined as a person who maintains a complete dwelling.

18.3 Establishment of Headquarters

18.3.1 Work Headquarters

The Company may, at its discretion, establish work headquarters in any location for effective administration.

Notice Period – Overnight Absence at Temporary Work Headquarters: In the event an employee is assigned to temporary work headquarters and overnight absence is required, three working days' notice will be given. Notice will not be required where emergent conditions exist.

Penalty: Failure to provide notice as above will require payment of premium⁴ rates for work performed from the temporary work headquarters until the notice period has expired. This provision does not apply to travelling crews.

⁴ Time and one-half for two hours, double time for next four hours.

18.3.2 Residence Headquarters

The establishment of residence headquarters will be dependent upon the presence of adequate living facilities at that location.

Residence headquarters for employees with no spouse or dependents may be any location where there are boarding facilities either Company or privately owned.

Residence headquarters for employees with a spouse and/or dependents may be any location where there is housing accommodation whether it be Company or privately owned.

NOTE

Such accommodation must be one at which it is reasonable for the employee to reside.

Establishment of New Residence Headquarters: When a residence headquarters is established in a location which was not previously so designated, the human resources manager shall advise Labour Relations who, in turn, shall advise the Union.

NOTE

The Union need not be advised on individual moves from one established residence headquarters to another.

18.4 Change of Headquarters Upon Transfer

18.4.1 Advice of Headquarters

An employee shall be advised, when employed or transferred, of the location of his/her residence and work headquarters.

18.4.2 Notice of Transfer

When employees with more than one month's service are transferred and a change of residence headquarters is involved, a minimum of one month's written notice shall be given. This shall not apply in the case of an employee being transferred as a result of an advertised vacancy or as a result of the Worksite Redeployment clause of Article 11.0.

18.4.3 Duration of Stay in New Residence Headquarters

Householder: A change in residence headquarters will not be made for a householder unless it would appear that he/she will be located at the new residence headquarters for a period of at least six months.

Living in Trailers: For those employees living in household trailers, moves for lesser periods than six months may be authorized at the discretion of the division or region concerned, bearing in mind the distance and economics involved.

19.0 TRAVELLING TIME OUTSIDE NORMAL WORKING HOURS

When a supervisor directs employees to travel between one work centre and another work centre, they shall be entitled in any calendar day to payment for travelling at the appropriate premium rate in accordance with conditions governing overtime up to a maximum of the number of hours which constitute a normal work day subject to the following:

1. Overtime will be paid when employees are required to drive a Company vehicle outside normal working hours unless being used exclusively for their own personal transportation.
2. When travelling by public transportation, travelling time shall be considered to include waiting periods beyond the employee's control up to a maximum of five hours; both preceding, during and subsequent to the travelling period, but excluding meal periods (one hour each) occurring during the waiting period.
3. When a berth or overnight accommodation is allowed and available, compensation shall not be made between 2300 hours and 0800 hours, nor shall the time spent for noon and evening meals (one hour each) be subject to compensation.
4. Normally selection interviews are conducted during employee's normal working hours. However, where it is unavoidable, and an interview is scheduled outside an employee's normal working hours, additional payment will be made at straight time for each hour spent in interviewing or travelling up to a maximum of a normal day's basic pay for each day involved.
5. No compensation for travelling time outside the normal working hours shall be made in the following circumstances:
 - (a) For the first three hours travelling time each way when directed by his/her supervisor to attend a training course away from his/her normal work headquarters for five days or more. Payment for periods beyond the first three hours will be at straight time rates up to maximum of a normal day's basic pay.
 - (b) For attendance at conventions (except where it is part of the employee's normal function).
 - (c) When a change of residence headquarters and related transfer is involved, the employee will normally travel

during normal working hours without any loss of base pay. If the employee is required to travel on a regular day off, payment for travelling time will be made at straight time up to a maximum of the number of hours which constitute a normal work day.

- (d) On periodic return to residence headquarters resulting from a permanent transfer, as outlined in Section 23.12.
- (e) For a new employee reporting to some administrative centre or station for instruction or training before reporting for work at his/her new location.

6. Where the Company normally provides transportation facilities between residence headquarters and work headquarters for normal daily hours an employee required to work extension overtime will be provided free transportation to the residence headquarters.

NOTE

Equivalent time off without pay may be granted on the basis of an hour off for each hour spent travelling provided the workload permits.

20.0 COMPENSATION AT TEMPORARY HEADQUARTERS

During the term of this Collective Agreement, Management agrees it will not establish TWHQs that are less than 25 km from the regular work headquarters, with the following exceptions:

- 1. Within the Greater Toronto Area.
- 2. By mutual agreement between the Supervisor (FLM or Manager) and the PWU Chief Steward

It is understood that Management retains the right to deny employees the opportunity to commute to and/or from a TWHQ if there is a bona fide health and safety concern. Examples of such concerns are:

- 1. When the combination of work hours and commuting time would exceed 14 hours.
- 2. When there is extreme weather conditions.

20.1 Travel Outside of Residence Headquarters

When employees are directed to work at a temporary work headquarters which is outside of their residence headquarters, and when such headquarters is 50 kilometers or less from their residence headquarters, the

employee will be eligible to receive the commuting expense outlined below. When the distance is greater than 50 kilometers the employee may wish to commute daily rather than remain at the temporary work headquarters. When commuting, the employee may claim a daily travel expense on the following basis:

1. Where the temporary work headquarters is 50 road kilometres or less from the regular work headquarters: – \$35.00.
2. Where the temporary work headquarters is greater than 50 road kilometres but less than 101 road kilometres from the regular work headquarters: – \$55.00.
3. Where the temporary work headquarters is 101 road kilometres or more from the regular work headquarters: – \$85.00.

Employees are required to be at their temporary work headquarters at normal starting time and remain until normal quitting time. Employees will normally arrange for their own transportation, however, employees being paid a daily commuting expense may be required to drive a Hydro One vehicle to the Temporary Work Headquarters rather than their own personal vehicle. In these situations, the employee is still entitled to claim the full daily commuting expense and transportation arrangements will be made to return them to their regular work headquarters. Any passengers are also entitled to claim the full daily commuting expense. The driver is not entitled to overtime payments.

Employees must inform their supervisor, prior to commencing the TWHQ assignment, whether they elect the daily travel expense or remaining at the temporary headquarters for TWHQ greater than 50 kilometers. Such elections are for a one week period or the duration of the TWHQ assignment if it is less than a full week. On an exception basis, and only due to extenuating circumstances, the employee can change his/her election. When this occurs, all that is changed is the daily travel expense (that is, one return trip) is exchanged for motel and meals (or vice versa) for each affected day. As well, on an exception basis, and only due to extenuating circumstances, the supervisor can change the employee's election to take the daily travel expense. When this occurs, all that is changed is the daily travel expense (that is, one return trip) is exchanged for motel and meals for each affected day.

When employees elect to stay at the temporary headquarters as outlined above they shall be:

1. Paid for time spent travelling on the first trip when the work headquarters is changed and the last trip when he/she returns to his/her regular work headquarters.

While an employee is in receipt of benefits under Section 20.1, he/she will not be entitled to any of the provisions as set forth in 20.3.

20.2 Travel – Compensation When Assigned to Temporary Work Headquarters – Outside Residence Headquarters

It is often necessary for Company employees including those on transfer to work at temporary work headquarters which are at points distant from their residence headquarters.

Having due regard to the nature, importance, and length of the job and when practicable, the Company shall, within reasonable limits, reimburse the employee for expenses incurred in returning to his/her residence headquarters once each week. If an employee chooses to remain at the temporary work headquarters, the Company will pay the lesser of the cost of meals and accommodation or the cost of the return trip to his/her regular work headquarters.

This item does not apply to an employee in receipt of a daily commuting expense outlined in item 20.1.

20.3 Return to Residence Headquarters When Transferred to a Temporary Work Headquarters

Entitlement will be for the duration of the transfer (subject to postponement as per 20.6.2 below).

All travel time associated with return to regular headquarters will be outside the employee's scheduled hours of work. The employee will be entitled to payment for actual time spent travelling at straight time to a maximum of eight hours each way.

This item does not apply to an employee in receipt of a daily commuting expense outlined in item 20.1.

20.4 Assignments to Training Courses

Employees assigned to temporary work headquarters for training courses of five days or more will be compensated for expenses incurred in returning to his/her residence headquarters once each week.

No compensation shall be made for the first three hours of travelling time each way. Payment for periods beyond the first three hours will be at straight time rates up to a maximum of a normal day's basic pay.

This item does not apply to an employee in receipt of a daily commuting expense outlined in item 20.1.

20.5 Expenses – Outside Residence Headquarters

The Company shall assume, within reasonable limits, the cost associated with meals, travel and lodging while an employee is assigned to a temporary headquarters. Where possible, single room accommodation will be provided.

Board and lodging shall be supplied without charge if the employee is living in Company-operated quarters.

When employees are required to work away from their normal headquarters for three consecutive days or more in a week, they shall be entitled to claim \$20.00 in compensation for laundry and long distance telephone calls home.

This item does not apply to an employee in receipt of a daily commuting expense outlined in item 20.1.

20.6 Qualifications to Above Policy

The return trips mentioned in Section 20.3, will be granted subject to the following conditions:

20.6.1 Scheduling of Trips

Return trips to residence headquarters shall be made at times when service or apparatus will not be jeopardized thereby except in case of emergency such as illness in the family or other matters highly important to an employee.

The Company will schedule the trip to meet the needs of the majority concerned or by mutual agreement where the work of some employees is dependent on the assistance or presence of other employees.

20.6.2 Postponement of Return to Residence Headquarters

If, at the end of a week, when a return to residence headquarters would normally take place, it appears that the job will be completed on or before Wednesday of the following week, the return trip may be postponed until the job has been completed. If work is not planned on the weekend, the employee will have the option of remaining at the temporary headquarters or claiming the equivalent cost of staying at the temporary work headquarters and make his/her own arrangements.

20.6.3 Use of Company Vehicles

The round trip to residence headquarters must be made within the scheduled non-working period. It must be made in a Company vehicle whenever the services of a suitable vehicle are available.

When a suitable Company vehicle is available, employees who do not avail themselves of these facilities will not be reimbursed for transportation expenses. Those who remain at the temporary work headquarters will be treated as if they were at residence headquarters.

When transportation by Company vehicle is not provided, the equivalent of public transportation costs or the standard kilometre allowance, whichever is lesser, will be authorized by his/her supervisor for an employee who

chooses to use his/her own car instead of public transportation for himself/herself alone or for carrying other employees as passengers.

This item does not apply to an employee in receipt of a daily commuting expense outlined in item 20.1.

20.6.4 Alternate Working Arrangements

In special cases when a temporary work headquarters is remote from public transportation, employees will be allowed to accumulate or “bank” overtime at straight time rates to a maximum of 40 hours in order to have extra time away from the job. Such permission shall only be granted when the majority of the affected employees agree. Each special case is subject to agreement between the PWU Executive Committee and Labour Relations.

When mutually agreed to by management and the local chief steward alternate hours of work (e.g. 7 days on 7 days off) may be established to allow employees to have extra time away from the job.

20.7 Alternative to Return to Residence Headquarters

The Company will consider paying travelling costs up to a maximum of the costs to residence headquarters when an employee wishes to go to some other location for personal reasons such as to join his/her family who are vacationing.

This item does not apply to an employee in receipt of a daily commuting expense outlined in item 20.1.

20.8 Travel Inside Residence Headquarters

When employees are directed to report for work at normal starting time at a temporary work headquarters which is within their residence headquarters, they will be paid a daily travel expense equivalent to the return road kilometres between the temporary work headquarters and the regular work headquarters, computed at the current standard kilometre rate. This travel expense will be paid each day the employee works at the temporary work headquarters. In addition to this daily travel expense, the employee shall be paid for time spent travelling on the first trip when the work headquarters is changed and the last trip when he/she returns to his/her regular work headquarters. Trades and Protection and Control staff, whose regular work headquarters is within the city of Toronto, shall be eligible for the commuting expense outlined in Part A Item 20.1 when assigned to a temporary work headquarters within residence headquarters.

20.9 When employees are directed to work at a temporary work headquarters as in Section 20.8 and the Company provides a vehicle for daily transportation, the above daily travel expenses shall be reduced by 50 percent (50%).

21.0 METROPOLITAN TORONTO BOUNDARIES

For purposes of payment of travelling allowances the boundaries of Metropolitan Toronto, for Company purposes, shall conform to the Toronto metropolitan area boundaries as recognized by the municipalities constituting Metropolitan Toronto.

NOTE

This does not affect other special settlements relative to moving allowance, meals, etc., presently in effect within the metropolitan area of Toronto.

22.0 KILOMETRE RATES

Kilometre rates paid to employees using their automobiles on Company business shall be as follows:

1. The rate paid per kilometre is related to changes in the Private Transportation Index component of the Consumer Price Index of Canada.
2. The rate of .40 cents per kilometre will take effect on June 1, 2000.
3. Future increases of one cent per kilometre will occur with each additional ten percent (10%) point increase from the base figure of 31.5 (1992 CPI = 100) in accordance with the formula described in a letter of agreement between The Company and the Union dated May 25, 1983.
4. Conversion factor is 1 mile = 1.6 km.
5. A decline in the index below the level of a previously surpassed trigger point for two or more consecutive months will result in a reduction in the paid rate to the appropriate amount.
6. The effective date for any new kilometre rate triggered by this indexing formula will be the first of the month following the month in which the index is published.
7. The additional payment for hauling household trailers will be nine cents per kilometre. The payment for hauling smaller trailers (camper, ski-doo, boat, etc.) will be three cents per kilometre.
8. The above rates will apply on a province-wide basis.

As a condition of employment, the Company does not require anyone to own a car. When transportation is required, the employee may, with the Company's approval elect to use his/her own car at the approved kilometre rate but if he/she does not elect to use his/her own car or if he/she does not

own a car, the Company will, if necessary, provide alternative transportation appropriate to the occasion. However, ownership of an appropriate driver's license may be a condition of employment in some situations.

23.0 TRANSPORTATION AND MOVING EXPENSES

23.1 General

Method of Transportation: The method of transportation and all expenses chargeable to the Company in moves of employees are subject to the control and approval of the Company.

Packing and Shipping Furniture: In view of the Company's willingness to pay for packing furniture, as well as transportation, employees usually will not be allowed time or travelling expenses to return from point of work in order to look after packing and shipping of furniture, subject to Subsection 23.5, Time Off For Move.

23.2 Notice of Transfer

Refer to Section 18.4.2.

23.3 Transfer of Temporary Employees

The Company will only pay necessary travelling expenses of temporary employees when they are moved from one location to another at the Company's request.

NOTE

The transportation of families and/or furniture of such employees will not be paid.

23.4 Appointment of New Probationary Employees

A new employee hired for a regular position in a location other than the point of hire will not ordinarily be recompensed for moving expenses.

NOTE

In exceptional cases, as part of the employment agreement, a director may pay all or part of the moving expenses of the employee and household to the location where the employee will be employed.

This rule applies to a new controller/dispatcher-trainee or a new apprentice who is being assigned to the first location.

NOTE

Costs of transporting the family of a controller/dispatcher trainee or of an apprentice to a new location during the training period will be paid, but costs of moving the household effects of a controller/dispatcher trainee or of an apprentice who is a householder will only be paid when they have attained two years' service or on the final move to a regular position.

23.5 Transfer of Regular Employees

The following instructions will apply to all regular employees subject to the following limitations: A controller/dispatcher trainee will be eligible when progressing satisfactorily with the training course, after the attainment of two years' service. Apprentices will be eligible upon successful completion of the learner stage of their development, i.e., when they become improvers. In the case of regular part-time positions, expenses for employees will be pro-rated based on the hours of the position into which they are moving except for moves governed by Article 11.20 in which case Part A, Item 23.0 applies in whole.

Householders: When the residence headquarters of a regular employee, who is a householder, is changed and the employee's work headquarters is moved 15 km further from his/her home and such employee has moved his/her household at least 15 km closer to his/her new work headquarters, the Company will pay the cost of:

NOTE

A householder is defined as a person who maintains a complete dwelling.

1. Transporting the employee and family.
2. The packing, freight or truck charges on household effects, among which will be included boats and second automobiles which are part of the personal effects of the employee.

NOTE

Items of this kind which are used for business farming or commercial purposes, as well as large boats such as houseboats which would require special transportation would not be included in moving expenses paid by the Company.

3. The cost of board and lodging for the employee's family while furniture is in transit.

Board and Lodging: The Company will also pay the expenses or board and lodging allowance for the employee as applicable under Part 'A', Section 23.15.

Part 'D', Job/Field Clerks: Moving expenses will only be paid when there is a minimum of six months' work available at an established work headquarters or on a special project for these employees who are householders.

NOTE

For regular employees living in household trailers, moves for lesser periods of time than six months may be authorized by the department head or construction manager concerned. In this connection the distances and economics must be carefully considered.

Incidental Out-of-Pocket Moving Expenses: Employees may claim a \$4,500 allowance for miscellaneous out-of-pocket expenses required by the move. The requirement for supporting receipts and taxability of the allowance will be governed by Accounting Service Procedures.

Lease Termination: The Company will pay up to the maximum of two months rent towards the actual cost in terminating a lease.

Time off for Move: If regular employees who are householders are required to move their household to new residence headquarters on a regular scheduled day of work, they shall be granted one day off with pay to assist in the move.

NOTE

Extension of this time off with pay will be at the discretion of the director concerned.

Non-householders: When the residence headquarters of a regular employee who is a non-householder is changed, the cost of transporting the employee will be paid. A director, at his/her discretion, may authorize actual moving expenses to a maximum of \$750.00 or a lump sum payment of \$750.00 towards the cost of moving personal effects, including furniture. No reimbursement will be made for incidental out-of-pocket expenses.

NOTE

This section does not apply to controller/dispatcher-trainees nor to indentured apprentices with less than two years' service.

Kilometre: All employees described under the Householders and Non-householders sections may be allowed the regular kilometre rate for driving

the employee's car to the new location provided that such cost is not more than it would otherwise cost for transportation of the employee's family and for freight on shipment of the automobile.

NOTE

When the Company considers a preliminary trip to the new location is necessary for interview or for the employee to seek a house, the time, board and lodging and travelling expenses of the employee may be paid.

Legal and Real Estate Brokerage Fees: In addition to the provisions of the Household and Kilometre sections, with the exception of employees and circumstances listed in Exceptions subsection below, regular employees who are householders, required by the Company to move their principal residence, shall be entitled to the following:

1. The Company will reimburse the employee up to \$3,500.00 for legal fees and disbursements actually incurred in selling the old residence and/or buying the new principal residence, (legal fees will be in accordance with a standard recognized scale and could include such items as land transfer tax, survey and legal fees associated with arranging or discharging a first mortgage and mortgage appraisal fees).
2. The Company will reimburse the employee for standard brokerage fees up to \$11,500.00 related to the sale of the old principal residence.
3. To qualify for payment of expenses involved in purchasing a new residence, the employee must give written notice at the time of his/her transfer that he/she intends to buy a residence.
4. If an employee sells a mobile home [i.e., a trailer designed and used exclusively as a residence which exceeds 2.6 metres (8.5 feet) in width or 10.67 metres (35 feet) in length], he/she is considered to have sold his/her residence.
5. When an employee's actual cost exceeds the maximum allowed in either 1 or 2 above the employee may utilize any surplus in the other item up to the maximum of \$15,000.

Exceptions: Any transaction which is not commenced within one year of the date of the employee's transfer. Extension of this time period shall be at the discretion of a director.

Moves resulting from a demotion for cause.

23.6 Housing Assistance Plan

Eligibility for the Housing Assistance Plan is conditional on the employee abiding by all the requirements of the Housing Assistance Plan as listed below:

23.6.1 Application

23.6.1.1 The housing assistance plan applies to regular employees eligible under Item 23.5 who are subject to a forced transfer or who have received a written declaration that they are surplus.

23.6.1.2 The provisions of this policy are only applicable to the principal residence of the employee, but do not cover other commercial (income producing) properties, cottages which are not the principal residence, farms, commercial real estate holdings, tenanted properties (e.g. duplex or triplex), mobile homes on leased land, or residences with urea formaldehyde foam insulation (UFFI) or properties as defined in Item 23.6.1.3.

23.6.1.3 It will be the prerogative of the Company to reject an employee's application for Housing Assistance if the property is not an acceptable risk, with free and clear title.

23.6.2 Purchase Guarantee

23.6.2.1 The Company will provide a purchase guarantee based on an appraisal of the property's current worth by a group of up to three appraisers, to be selected by mutual agreement between Corporate Real Estate and the employee. The appraisals will be done at a time that is convenient to the employee and his/her family. Individual appraisals provided to the Company by the realtors/appraisers will not be disclosed to ensure objectivity for current and future appraisals.

23.6.2.2 The Company will not request appraisals until the employee is ready to list his or her house in the marketplace, providing this is within one year of the employee's transfer to the new work location, and the employee is prepared to abide by Subsection 23.6.2.4 and Subsection 23.6.3.1.

23.6.2.3 The employee must accept or reject the Company's Purchase Guarantee within five working days of its receipt. If the employee rejects the Purchase Guarantee, the Company has no further responsibility with regard to Housing Assistance or the Purchase Guarantee, however, the employee will still be entitled to the other relocation assistance benefits including 23.6.5.3.

23.6.2.4 If the employee wishes to participate in the Housing Assistance Plan, the employee must not list the property for sale until the Purchase Guarantee has been accepted.

23.6.3 Listing of Property

23.6.3.1 If an employee chooses to participate in the Housing Assistance Plan, by accepting the Purchase Guarantee, the employee will immediately list the property for 90 days on MLS (where such service is available) at a price not exceeding 107% of the guaranteed price.

23.6.3.2 Under the Housing Assistance Plan, the Company purchases an employee's principal residence in the former location at market value, if the employee is unable to sell it within 90 days. The house may be purchased by or turned over to the Company after 30 days if the house is vacant and the employee agrees with this action. The employee must put in writing that no real estate fees will be paid if the property is purchased by the Company.

23.6.3.3 The employee will retain the right to sell to a third party until such time as the property is purchased by or turned over to the Company for resale.

23.6.3.4 In order to assist the employee to dispose of the property expeditiously and at a fair market value, the employee must notify the Employee Relocation Administrator of all offers to purchase during the listing period. The Company may ask the employee to accept an offer which is lower than the Purchase Guarantee, whereupon the employee will be compensated for the difference between the Company's Purchase Guarantee and the amount of the offer. The employee's acceptance of any offer less than the Company's Purchase Guarantee is not mandatory and the employee will retain control of the sale of the residence throughout the listing period. All offers to purchase will be held in confidence by the Employee Relocation Administrator.

23.6.4 Sale of Property by the Company

23.6.4.1 The employee must be prepared to sign power of attorney authorizing the Company to sell property on the employee's behalf on the first day following the 90 day listing period. If the employee will be unable to vacate the premises at that time, the Employee Relocation Administrator must be notified.

23.6.4.2 The Company will pay to the employee the difference between the value of the property to the Company (Purchase Guarantee) and all existing encumbrances, including the advance of equity when the house is turned over to the Company or at the end of the 90 day listing period, whichever comes first.

23.6.4.3 When an employee applies for assistance under this procedure, he or she must declare under oath, if required by the Company, all encumbrances of any nature or kind whatsoever, including executions, chattel mortgages, and notices of conditional sales contracts which the employee is obliged to pay.

23.6.4.4 In consideration of the payment to the employee of the amount established in Subsection 23.6.4.2, the employee will complete a deed of sale of the property, conveying the same by good and marketable title, but subject to all existing encumbrances, to the Company or its nominee.

23.6.5 Advance of Equity

23.6.5.1 In order to provide the employee with funds for a deposit or down payment on a residence at the new location, an advance of up to 100% of the employee's equity (Purchase Guarantee minus encumbrances) in the employee's principal residence at the former location may be loaned to the employee by the Company.

23.6.5.2 If the employee accepts the Company purchase guarantee and sells his/her principal residence during the 90 day listing period, he/she is responsible for repaying the Advance of Equity to the Company within five working days of the closing date of the sale of the former residence. Failure to do so will activate the appropriate interest charges to the employee based on the Treasury Division's Published Interest Rate Schedule (employee housing loan five-year term) in effect on the closing date of sale. It is the employee's responsibility to repay the Advance of Equity to the Company within five days of the sale of the former residence, or within 90 days from the date of issue of the Advance, whichever comes first.

23.6.5.3 An employee who rejects the Company's Purchase Guarantee, may take advantage of the Advance of Equity option. If the former principal residence is not sold within 90 days of the date of issue, the employee must pay interest to the Company at his/her own expense commencing on the 91st day. The interest rate will be based on the Treasury Division's Published Interest Rate Schedule (employee housing loan five-year term) upon the expiration of the 90-day period. It is the employee's responsibility to repay the Advance of Equity to the Company when the former residence is sold, or within 180 days (six months) from date of issue of the Advance, whichever comes first.

23.6.6 House Evaluation and Guarantee Plan

Upon subsequent transfer within the Company, an employee will be guaranteed his/her purchase price up to a maximum of four times his/her base salary at the time of the transfer (plus or minus \$3,000 for improvements or damages to the property). This guarantee will be for

a period of ten years from the date of purchase. Improvements must be verified by receipts and do not include normal painting, decorating and maintenance costs. An employee may not sell his/her house for less than the guaranteed amount without the consent of the Company.

If an employee contracts to have a house built in the new location, the Employee Relocation Administrator, Corporate Real Estate, must arrange for an appraisal of the new principal residence upon completion to establish the “guarantee amount”.

If an employee who is eligible for the House Evaluation and Guarantee Plan rejects, or does not qualify for, the Company’s Housing Assistance Plan, the following stipulation will apply. The employee must not sell to a third party for a price less than the employee’s original purchase price, unless the sale price is approved by the Employee Relocation Administrator, Corporate Real Estate.

The price level guaranteed by the House Evaluation and Guarantee Plan will be modified downwards in the event of a significant reduction in the level of real estate prices throughout Ontario.

23.7 Transfer of Regular Employees – Staff Reduction and Recall Procedure – PWU Agreement – Article 11

No moving expenses will be paid for an employee being recalled to a vacancy.

Recall shall include employees who are reclassified from a lower classification to their original classification as well as employees who have terminated employment and are recalled.

When regular employees who, with the approval of the region or division are occupying a house or a trailer on Company property or a site under control of the Company, become surplus and are unable to transfer under Article 11 but are laid off, they shall, if required by the Company to move, be reimbursed under Section 23.5 or 23.7, whichever is applicable, in an amount equal to the cost of a move back to the regional office or to the actual location to which the employee desires to move, whichever is the lesser.

23.8 Use of Trailers

Special Trailer Allowance: Regular employees entitled to moving expenses who are moving to sites that do not have convenient facilities for parking household trailers will be entitled to a special trailer allowance of \$150.00. Such facilities include blocking up of trailers, hook-up of water, sewage, electricity and the like.

NOTE

Employees moving to established trailer parks, either privately owned or on Company property, will not be entitled to this special allowance.

At Temporary Headquarters: Regular employees who desire to live in a trailer while working away from their residence headquarters may do so with the approval of the department head.

When moving the trailer from one temporary location to another temporary location, the employee will be allowed the cost of only public transportation unless the employee is using his/her car for Company purposes, in which case the standard kilometre rate will be allowed.

At Residence Headquarters:

1. When a regular employee lives in a trailer and moves it to the new residence headquarters by car, payment shall be:
 - (a) In addition to the authorized car kilometre rate, a sum equal to nine cents per kilometre for moving by the shortest practical route between the two residence headquarters.
 - (b) Normal living expense en route for the employee and immediate family.
 - (c) The special trailer allowance of \$150.00 will be paid.

NOTE

Incidental out-of-pocket moving expenses will not be paid.

2. When an employee lives in a trailer but does not own a car or feels that the car is not suitable to pull the trailer:
 - (a) The Company will arrange for the moving of the trailer by the most economical method.
 - (b) The employee will be responsible for arranging a new location for the trailer.
 - (c) The employee and/or family will not occupy the trailer while in transit.
 - (d) Transportation expense will be supplied in the same manner as if the employee were moving from one house to another except that incidental out-of-pocket moving expenses will not be paid.

- (e) The special trailer allowance of \$150.00 will be paid where applicable.
3. When an employee who lives in a trailer, decides to live in a house at the new location:
- (a) Personal effects and furniture excluding the trailer will be moved.
 - (b) The employee and family will be supplied transportation in the usual manner.
 - (c) The employee may claim a \$4,500 allowance for miscellaneous out-of-pocket expenses required by the move. The requirement for supporting receipts and taxability of the allowance will be governed by Accounting Service Procedures.
4. When an employee who lives in a house decides to live in a trailer at the new location, payment shall be either:
- (a) Moving expenses for furniture and family, but not trailer, if the employee desires the furniture shipped, or
 - (b) Expenses as outlined in residence headquarters Subsections 1. and 2., if furniture is moved in the trailer.
 - (c) The special trailer allowance of \$150.00 will be paid where applicable, but the disturbance allowance will not be paid.

NOTE

The Company will not accept responsibility for any damage to an employee's trailer and/or contents while in transit under any of the circumstances mentioned in Subsection 1.5.

23.9 Transfer to Non-Supervisory Vacancies: Other Positions

Where management requests an individual employee to submit his/her application to a "Non-Supervisory Vacancy: Other Positions" to a particular location, moving expenses as outlined in Subsections 23.5 and 23.7 will be paid.

The payment of moving expenses to employees who are being transferred at their request and entirely for their own accommodation will be at management's discretion.

23.10 On Retirement

A regular employee on retirement shall be reimbursed under Subsection 23.5 or 23.7, whichever is applicable, in an amount equivalent to the cost of the move to any location in Ontario in which the employee desires to settle if:

1. A house or trailer is occupied on Company property or a site under the Company's control; and
2. The Company requires the move.

23.11 Allocation of Moving Expenses

When an employee is moved from one location to another, the expenses involved shall be charged to the location to which the employee is moved except in the case of a move of a retiring employee occupying a Company-owned house. In this instance the expenses shall be charged to the residence headquarters at the time of retirement.

23.12 Return to Residence Headquarters on Permanent Transfer

An employee permanently transferred to a new residence headquarters will be reimbursed for expenses incurred in returning to his/her old residence headquarters once each week until he/she moves his/her family to the new location. The maximum period of entitlement will be four months from the date of transfer to the new residence headquarters unless extension is authorized by the appropriate director.

Entitlement shall cease when the employee moves his/her family to the new location.

All travel time associated with the return to residence headquarters will be outside the employee's scheduled hours of work.

The employee will not be entitled to claim payment for travel time.

23.13 Conditions of Return Trip

The return trips mentioned in Section 23.12, will be granted subject to the following conditions:

23.13.1 Scheduling of Trips

Return trips to residence headquarters shall be made at times when service or apparatus will not be jeopardized thereby except in case of emergency such as illness in the family or other matters highly important to an employee.

The Company will schedule the trip to meet the needs of the majority concerned or by mutual agreement where the work of some employees is dependent on the assistance or presence of other employees.

23.13.2 Use of Company Vehicles

The round trip to residence headquarters must be made within the scheduled non-working period. It must be made in a Company vehicle whenever the services of a suitable vehicle are available.

When a suitable Company vehicle is available, employees who do not avail themselves of these facilities will not be reimbursed for transportation expenses. Those who remain at the temporary work headquarters will be treated as if they were at residence headquarters.

When transportation by Company vehicle is not provided, the equivalent of public transportation costs or the standard kilometre allowance, whichever is lesser, will be authorized by his/her supervisor for an employee who chooses to use his/her own car instead of public transportation for himself/herself alone or for carrying other employees as passengers.

23.14 Alternative to Return to Residence Headquarters

The Company will consider paying travelling costs up to a maximum of the costs to residence headquarters when an employee wishes to go to some other location for personal reasons such as to join his/her family who are vacationing.

23.15 Board and Lodging

23.15.1 General

The payment or nonpayment of board and lodging (or living-out allowance in lieu thereof) shall be predicated on separation or non-separation from the employee's Residence Headquarters as defined in Part 'A' Item 18.0.

NOTE

No free board and lodging shall be given to employees while they are located in their residence headquarters except where camp facilities are provided.

When Applicable: Board and lodging allowance is only applicable when the employee is absent from residence headquarters for more than one month.

For periods of time up to one month, the employee is entitled to submit an expense report for actual expense incurred.

23.15.2 Rate of Allowance

The board and lodging allowance shall be \$45.00 per day.

Statutory Holidays and Vacation: Board and lodging will be allowed for statutory holidays.

During annual vacation period, lodging expenses only will be allowed, whenever it is necessary for the employee to retain this lodging for use after vacation, and approval has been obtained from the department head.

NOTE

If, under certain circumstances and local conditions, the standard rate is considered inadequate, and it would result in undue hardship to the employee, a higher weekly limit, commensurate with existing conditions, may be set with the approval of the vice-president or the general manager concerned. In this case, the request must be supported by vouchers.

23.15.3 Absence from Residence Headquarters

Board and lodging shall be supplied without charge if the employee is living in Company-operated quarters.

Employees are eligible to claim \$20.00 in compensation for laundry and long distance telephone calls home when away from their normal headquarters for three consecutive days or more in a week, in addition to actual expenses claimed or any board and lodging allowance received due to a change in residence headquarters in accordance with 23.16.

23.16 Change of Headquarters

23.16.1 Regular Employees – Householders

A regular employee shall be paid expenses up to a maximum period of four months as follows:

Actual expenses for up to one month from the date of actual transfer to the new location, and thereafter the standard board and lodging allowance until the time the household is moved to the new location.

NOTE

Such an employee must be a householder and entitled to the payment of expenses as outlined in Part 'A' Item 23.0.

Extension of Allowance: Payment of any allowance beyond the period of four months must be authorized by the appropriate director.

Eligible Employees: Payment of this allowance will be made only to an employee who indicates an intention to move to the new location.

If the employee fails to move within the time limit, any cash allowance paid in lieu of board allowance shall be recovered by the Company unless the reasons for not moving were beyond the control of the employee and/or the employee actually did board in the new location during this period.

23.16.2 Non-householders

An employee who is a non-householder shall be permitted actual expenses to a maximum of up to one month, after which no allowance will be made.

23.17 Apprentices

If transferred to a new headquarters upon completion of the training course, the apprentice shall receive allowances as provided for a non-householder in Section 23.16.2.

24.0 PROMOTIONS

Promotion means a change to a new job which carries a higher maximum salary schedule rate (base rate) or a higher salary grade resulting from an increase in job demands and responsibilities within a job. (See also definition in Article 10.1.5 (C))

24.1 Part D (Weekly Salaried)

24.1.1 Promotion Rule

Object: The object of the rule is to ensure, on promotion, an increase in salary to compensate for an increase in job demands and responsibilities.

1. On promotion, the employee's rate is to be set at the lowest progression step (in the salary grade for the job) which will give a minimum increase of three percent (3%) above the employee's existing basic rate.
2. In the case of single grade promotions (or the equivalent under Pay Equity) the following will apply:
 - If at step 1 of the current grade, go to step 1 of the next grade.
 - If at step 2 of the current grade, go to step 1 of the next grade.
 - If at step 3 of the current grade, go to step 2 of the next grade.
3. In cases where 24.1.1(2) does not result in at least a three percent (3%) increase, a rate that reflects not less than a three percent (3%) increase from their current rate will be paid. This interim

rate will continue in effect until the next anniversary date at which time the employee will resume his/her place on the current salary schedule. This rate will be the next step in the salary grade which guarantees an increase of at least one and one half percent (1.5%) from the interim rate.

NOTE

An employee who is affected by such an “off-schedule” rate will be affected only once during his/her progression to the top step of his/her job. In no case will the rate be more than the maximum rate for the job grade.

24.1.2 Payment of the Salary Grade for the Job

On promotion, the employee will be placed directly in the salary grade for the job, except in training situations under the Clerical-Technical Plan (where an employee may be advanced gradually through the appropriate training job levels to the terminal job grade). He/she will be granted the progression step required by the promotion rule, except where a higher progression step is being granted for previous experience (Subsection 24.1.5).

24.1.3 Promotion from Hourly-Paid to Weekly-Salaried Jobs

The promotion rule applies in the case of an hourly-paid employee being promoted to a weekly-salaried job.

The rule does not apply in the case of a weekly-salaried employee being promoted to an hourly job.

24.1.4 Payroll Rates in Excess of Approved Job Grades

When an employee is being paid a special rate (such as results from restructuring of jobs, retrogression, implementation of new salary plan, or salary guarantee) which exceeds the appropriate rate for the job he/she holds, he/she should on promotion:

1. Continue to be paid the special rate, or
2. Be paid the progression step resulting from application of the promotion rule to the appropriate progression step in the approved grade of his/her former job, whichever is higher.

24.1.5 Previous Experience

Where an employee being promoted has had previous applicable experience in a higher level job but was demoted for reasons other than cause or inability, a higher progression step than is indicated by the promotion rule may be chosen by the Company.

24.1.6 Relief Situations

In relief situations where less than the normal duties are being performed and a lower salary grade has been established for the relief period, the promotion rule will be used to establish the appropriate progression step or off-schedule rate in the lower salary grade.

24.1.7 Progression Following Promotion

Progression dates shall be calculated from the date of appointment or promotion date to the position. Subsequent salary adjustments shall occur at 12-month intervals from the appointment or promotion date.

25.0 JOINT COMMITTEES

25.1 Joint Pension Committee

1. **Scope:** To monitor the administration and the financial status of the Pension Plan covering all plan members and to recommend changes as set out below:
2. **Personnel:** The “Joint Pension Committee” shall meet at least twice a year or as requested by either party and shall consist of the following members:
 - three PWU members
 - three Company management members

Each party will have the right to have a reasonable number of resource personnel attend the meeting.

The chair will rotate between Hydro One Inc. and PWU, one meeting each.

Every effort will be made to reach unanimous decisions. In the event that a unanimous decision cannot be reached, decisions will be by a vote of a majority of members representing both PWU and the Company.

3. **Function:** In an advisory capacity with access to the necessary information: (This is limited in that it does not apply in respect of information as to the service, salary, pension benefits or other personal information related to any specific person without that person’s prior consent.)

Pensions

- (a) Monitor Hydro One Inc.’s administration of the Pension Plan as established under associated regulations and rules, and applicable legislation.

- (b) Make recommendations respecting the administration of the Pension Plan.
- (c) Promote awareness and understanding of the Pension Plan on the part of Plan members.
- (d) Review the Company's approved annual financial statements and investment performance.
- (e) Review the Company's approved Actuarial Valuations of the Pension Plan and discuss the need for assumption changes.
- (f) Identify potential benefit changes and discuss cost and other implications. Committee recommendations for benefit level changes will be subject to ratification of the respective parent bodies.

Life Insurance

- (a) Review the financial position, premiums and taxable benefits of the life insurance provisions of the Plan.
- (b) Identify potential benefit changes and discuss cost and other implications. Committee recommendations for benefit level changes will be subject to ratification of the respective parent bodies.

25.2 Joint Health and Safety Consultation

The parties will consult regularly on corporate level employee health and safety matters. The following two joint committees will be established to facilitate this consultation.

25.2.1 Joint Health and Safety Policy Committee

The Joint Health and Safety Policy Committee provides a forum for the parties to consult regularly on corporate level employee health and safety matters.

1. Goal

To participate in the formation of health and safety strategy and policy by providing information and opinion from the Union to the Company's executive on employee health and safety.

2. Personnel

Two Management Representatives
Two Power Workers' Union Representatives
Two Society Representatives

The Chair will rotate between Management, Society and Power Workers' Union

3. Function

- (a) Identify problems and issues of Company significance which have not been resolved in the Joint Health and Safety Working Committee.
- (b) Review proposed initiatives and advise the corporate executive.
- (c) Provide direction/assignment/scope of project initiatives to the working committee or adhoc committees for execution.
- (d) Evaluate existing policy and advise the corporate executive on recommended changes. This function applies particularly to safety rules and work protection code.
- (e) Develop Joint Policies on Health and Safety
 - i) Authority to Stop Work
- (f) The committee will meet two times per year or as mutually agreed.

25.2.2 Joint Health and Safety Working Committee

The Joint Health and Safety Working Committee represent Management, Society and PWU members within Hydro One.

1. Goal

- (a) Provide recommendations to assist the Health and Safety Division in the development, promotion, implementation and evaluation of Hydro One employee health and safety policy and programs.

2. Personnel

Three Management Representatives
Three Power Worker Representatives
Three Society Representatives
The Chair will rotate between Management, Society and Power Workers Union.

3. Function

- (a) Participate in the identification of problems and issues of Company significance in employee health and safety policy and practice.

- (b) Participate in the development, promotion and implementation of Company health and safety programs.
- (c) Study, develop and make recommendations for changes to the corporate safety rules and work protection code. This function can be delegated to an ad hoc group.
- (d) The committee will normally attempt to resolve issues of mutual interest before seeking intervention by senior management or the Joint Committee on Health and Safety.
- (e) The committee will meet quarterly or as mutually agreed.

25.3 Joint Trades Classification Committee

A joint committee shall be established on the following basis:

1. **Name:** Joint Trades Classification Committee.
2. **Personnel:** Maximum of three appointees from each party.
3. **Function:** To study and formulate descriptions and duties of all hourly-rated and weekly-rated trade classifications on wage schedules 24, 25, 27, 31, and 32, presently not included in Mid-Term Agreement MT-4, but not to produce a job evaluation or ranking system.

The committee will commence its work within one month after the settling of the 1972 Collective Agreement and shall meet regularly until the task is completed.

4. **Limits of Authority:** The committee shall work within the recommendations, preamble and occupational format agreed to previously.

The results of this committee's activity shall be subject to acceptance and ratification by the Union and the Company at the negotiating level.

5. A copy of all occupational definitions will be made available to each employee through his/her contact supervisor.
6. The Joint Trades Classification Committee shall ensure that duties for trades jobs are defined. Their focus will be on the development of documents describing job duties, and will not consider or establish compensation for these jobs. There is a need for direct line management involvement to determine current and future duties. The Committee should also work towards developing a system which will allow definitions/documents to be produced quickly and easily to facilitate responsiveness to changing needs.

25.4 Joint Diversity Committee

1. **Objectives:** (a) To provide a joint forum for work on Corporate Employment Equity, Human Rights and Diversity policies, and/or associated Corporate issues. (b) To participate in making and bringing forward recommendations and providing advice to the Vice-President, Corporate Human Resources on Corporate policies and plans impacting on equity in the workplace and Corporate issues arising from the Employment Systems Review. (c) To participate in making and bringing forward recommendations to the PWU Executive on equity issues in the workplace which fall within their jurisdiction.
2. **Personnel:** The committee will be structured to provide two Company representatives and two Union representatives. Each party is entitled to one alternate.
3. **Function:**
 - 3.1 Meet and exchange information regularly to ensure that the committee is informed of progress on initiatives undertaken by the Corporation and the Union. Each party will identify and bring forward emerging Corporate issues for discussion.
 - 3.2 The committee will work together to formulate recommendations by:
 - (a) Working to meet the work program deliverables as identified below within required timelines.
 - (b) Discussing options and their impacts in meeting the work program deliverables (including obtaining input through consultative forums – see below).
 - (c) Attempting to agree on recommendations acceptable to all parties and for delivery to the Vice-President, Human Resources and/or the PWU Executive where appropriate.
 - 3.3 Where agreement cannot be achieved, each party will communicate expeditiously their position to the Vice-President, Human Resources before Corporate decisions are made.
4. **Work Program** – to be established annually.
5. **Responsibilities:**
 - 5.1 **Consultative Forum** – To provide input to the committee on work program deliverables as follows:

- (a) Management members will ensure input is received from line management and non-represented staff members.
 - (b) The Union members will ensure input is received from their constituencies.
 - (c) The committee will also seek input from advocacy groups and designated group members on issues as required.
- 5.2 **Support Resources** – Committee to determine needs (administrative, research, preparation, etc.) and arrange as required. Treatment will be as per the collective agreement.
- 5.3 Management is responsible for time and expenses, except for union staff time, associated with the work program of this team.
- 5.4 At the end of each year, the parties will review the Terms of Reference and make recommendations for the coming year.

25.5 EHB/WSIB/LTD Committee

The Committee would be comprised of:

Power Workers' Union
Health Services & Rehabilitation
Compensation and Benefits Department

- A. To review existing and future LTD applications to ensure they are receiving the required medical attention and the possibility of returning them to the workforce.

Terms of Reference:

- 1.0 Develop a questionnaire for employees not in receipt of CPP disability.
- 2.0 Review returned questionnaires to determine if any employees can be placed on immediate vocational rehabilitation.
- 3.0 Determine if an independent medical evaluation is required before attempting vocational rehabilitation.
- 4.0 Review existing procedure for LTD applications.
- 5.0 Develop a roster of physicians to use in the process.
- 6.0 Forward recommendations for process improvements to Director, Compensation and Benefits/Chief Physician.

- B. Review/Update – To meet, on a regular basis (e.g. semi-annually), to discuss and/or resolve issues associated with the following processes:
- (a) Long Term Disability
 - (b) WSIB
 - (c) Sick Leave
 - (d) Drug Formulary

25.6 Joint Employee and Family Assistance Committee

1. **Goal:** Provide recommendations to assist the Company and the Union in the development, implementation and evaluation of employee and family assistance policy and programs.
2. **Personnel:**
 - (a) Chair: The Chair shall rotate on a yearly basis.
 - (b) Members:
 - Representative from the Company
 - Two (2) PWU representatives and one staff advisor.
 - (c) Secretary: The secretary shall be supplied by the Company.
3. **Function:**
 - 3.1 Participate in the identification of problems and issues of significance in employee and family assistance policy and practices.
 - 3.2 Participate in the development, promotion and implementation of employee and family assistance programs throughout the province.
 - 3.3 On an ongoing basis study, develop and make recommendations for change to the Company employee and family assistance program. This function can be delegated to the sub-committee by mutual agreement.
 - 3.4 The committee will normally attempt to resolve issues of mutual interest before seeking intervention by the Senior Joint Union/Management Committee.

25.7 Controller/Dispatcher Consultative Committee

The Controller/Dispatcher Consultative Committee, established in 1954, shall continue to act under the following terms:

1. Personnel:

Maximum of three appointees from each party.

2. Function:

To act as a liaison between the Company and the employees in the field for the purpose of exchanging information relating to changing conditions as they affect controller/dispatchers.

To discuss mutual operating problems of a general nature which arise from time to time.

Any program developed by the Company to establish standards of qualifications for operating positions will be a matter of Union advisement as to progress and discussion.

The committee may be convened at approximately three-month intervals to deal with agenda submitted by either the Union or the Company and acceptable to both parties as being within the scope of the committee's function.

3. Limits of Authority:

It is understood that this committee will meet to discuss general operating problems of common interest to the Union and the Company and shall not have bargaining power or authority to amend existing policy, or interpret collective agreements. Any recommendations which arise as a result of discussions shall be presented separately to the Union and to the Company by their respective members.

26.0 DISTRIBUTION OF AGREEMENT AND WAGE SCHEDULES

This Agreement shall be printed as soon as practicable after the date of signing and made available by the Company to the Union in sufficient quantities for distribution to its membership.

27.0 TIME CHARGES – UNION ACTIVITIES

27.1 Time Charges and Expenses – Union Representatives

Time off and expenses for Union officers will be granted in accordance with Mid-Term Agreement MT-3.

27.2 Time Charges for Employees On Union Business

When the time of employees on Union business is payable by the Union, such time shall be charged at normal rates of pay. The normal payroll burden without the administration charge of ten percent (10%) will be applicable only for Union releases in excess of five consecutive days.

27.3 Roles and Responsibilities of Chief Stewards

As Hydro One Inc. evolves into the new regulated and competitive marketplaces, it is important that the Company leverages its position by defining as clearly as possible Principles to anchor the relationship between the elected PWU representatives and Management.

(i.) Mutual Recognition of Respective Roles and Responsibilities

- A recognition that the Chief Stewards provide an important role in the success of the Company.
- A recognition that Chief Stewards are Hydro One employees as well as PWU representatives.
- As time away from the job increases, loss of skills may be an issue. As such, the Company will provide reasonable re-training to replenish these skills.
- It is recognized that there will be differences between the Parties. In these cases, respective opinions can be expressed, however, they should be communicated in a professional manner.

(ii.) Chief Stewards are accountable for their time.

- It is understood that Chief Stewards will be required to be away from their Company job.
- Time away from the job will be dependent upon the Chief Stewards' specific issues, number of committees, size of membership, geographical factors, etc.
- Chief Stewards have an identified supervisor. As in any employee-supervisory relationships, the Chief Steward will advise their supervisor as to what activities they will be involved in, in generic terms (some issues are confidential). They will have vacation days approved and sick days reported.
- Chief Stewards should schedule their PWU activities with consideration for their Company job. Any unallocated time will be spent performing their Company job.

(iii.) Chief Stewards play an important role in Communication.

- Where feasible, joint communications are encouraged for initiatives that affect PWU employees.
- Joint training is encouraged in roll-out initiatives that impact PWU employees (e.g. Gainsharing, collective bargaining roll-out).
- Consistent messages are important.
- There will be a need to review these principles.

28.0 EYE PROTECTION

Approved eye protection shall be supplied to individual prescription to all employees who normally wear glasses and are required to wear eye protection for an appreciable amount of time in the performance of their duties.

29.0 PERSONAL TOOLS

29.1 General

Employees in trade categories and designated weekly-salaried categories will provide at their own expense, the ordinary hand tools of the trade. These tools are listed in the appropriate occupational definition/job document and must be of at least industrial quality, which permits employees to perform their work safely, efficiently and to the standard ordinarily demanded in any given trade. (Owing to the marked differences in the nature of work performed by employees who are classified in the same trade category, it is unreasonable to expect a tradesperson to possess or have on the job, every tool listed for his/her trade. Learners and Improvers must acquire any of the tools listed as and when his/her work demands their use. Employees are encouraged to buy tools which carry a lifetime guarantee.) Tools which are required for equipment of special types, which are peculiar to certain locations as well as tools that fall in the class of shop equipment, will be supplied and maintained by the Company. These, and similar types of tools, have been purposely omitted from the lists.

29.2 Tool Replacement/Upgrading

Each employee, as described in, 29.1 will be allowed 8% of the personal tool list retail price calculation per calendar year for tool replacement or upgrading (metric tools included as upgrades) based on his own tool list as defined in the Occupational Definition. A minimum allowance of \$50.00 per year for each employee in each classification is available. For those entitled to the minimum allowance of \$50.00, the unused portion for one year may be carried forward to the following year to a maximum of \$50.00.

To qualify for any reimbursement receipts must be accumulated and submitted for amounts in excess of \$50.00. For amounts of less than \$50.00 these receipts should be submitted at the end of the year.

29.3 Loss by Fire or Theft

Personal tools which are stolen, are destroyed or damaged by fire to an extent which renders them unusable, will be replaced by the Company. These losses must be incurred in the exercise of Company business and on Company property, except where they occur on or at non-Company locations in the exercise of Company business. Small or inconsequential losses would be recovered through 29.2.

30.0 SPECIAL CLOTHING FOR EMPLOYEES

30.1 General Policy Regarding Work Clothing

Except where provided by the Company in accordance with this Collective Agreement, employees must provide at their own expense suitable clothing for the performance of their regular duties. In general, clothing must be suitable for the safe and efficient performance of the work but need not be uniform in appearance.

So far as is consistent with standard stores' policy, the Company will purchase certain types of work clothing in bulk for resale on the most favourable terms possible to employees requiring them in connection with Company work.

30.2 Special Clothing That May Be Provided at Company Expense

Subject to certain conditions outlined herein, special clothing may be obtained at the expense of the Company for issuance to employees under the following conditions:

30.2.1 Where Uniform Appearance is Required

Where uniform appearance is required by the Company as in the case of certain receptionists, guides, messengers, drivers, and security guards uniforms will be provided.

30.2.2 For Work Outside of the Employee's Regular Routine Duties

A limited number of rainproof coats and hats may be obtained and kept available at construction headquarters, attended stations, etc., for persons who normally work indoors but who are occasionally required to work out of doors under adverse weather conditions, as for example when working during emergencies, operating switches, cleaning racks, etc.

Clothing supplied at stations should be limited to one or two coats and hats, depending upon the number of employees.

30.2.3 For Normal Work Which Must be Performed Occasionally, Under Extreme Conditions

Hip or knee length rubber boots and weatherproof coats and hats may be obtained and issued temporarily to construction workers, maintenance workers, and labourers when required to work in extremely wet locations or under adverse weather conditions.

One or two rainproof coats and hats, depending upon the number of employees involved, may be provided for each line, forestry and maintenance

truck or gang for use in emergencies when workers could not be reasonably expected to have protective clothing available at all times.

30.2.4 For Work Involving Exposure to Materials that are Injurious to Health and Particularly Destructive of Clothing

Rubber boots, aprons and gloves of an approved material may be provided for employees when handling acids for batteries, cleaning transformer coils or for other work which is similarly destructive of clothing.

Aprons, gloves and sleeves made of plastic, plastic-coated or other approved material may be provided for employees who are required to handle creosote, creosoted poles or timber as a protection against burns or damage to clothing.

Protective clothing such as coveralls, gloves and rubber boots may be provided for temporary issuance to employees for use when applying herbicides.

Because of the fire hazard in welding and the destructive nature of the work, welders' aprons, armllets and gauntlets may be provided.

30.2.5 To Promote Safety

Safety headgear, eye protection, rubber gloves (electrical), and similar items which are designed exclusively for the safety of employees and the wearing of which is made obligatory on certain types of work, will be provided by the Company.

Special footwear will be provided for the safety of workers when required to work near forebays, sluices, etc., under icy, slippery or otherwise hazardous conditions.

Safety Footwear and Clothing:

- I Effective January 1, **2014**, employees who are required by the Company to wear safety footwear (CSA Approved ESR)/ clothing will be reimbursed **for actual expenses** as follows:
- (A) For those employees required to regularly wear climbing spurs or who are regularly required to climb steel structures as part of their normal duties – **up to a maximum of \$400.00** per year.
 - (B) For those employees who choose or are required to wear CSA approved ESR protective footwear – **up to a maximum of \$275.00** per year.

- (C) For those employees who choose not to wear approved ESR protective footwear – \$150.00 per year.
- (D) ***In order to be eligible for reimbursement employees who qualify must submit appropriate supporting documentation/receipts.***

II Employees who are not required to wear protective footwear:

Employees who purchase safety footwear will be reimbursed thirty-three and one-third percent (33-1/3%) of the actual cost up to a maximum reimbursement of \$20.00 per pair subject to the approval of the appropriate manager or supervisor.

NOTE

Temporary employees will be reimbursed for a maximum of one pair in each six-month period.

A limit of two pairs of safety shoes or boots per person will be subsidized in a calendar year.

These actual cost maximums include applicable taxes.

III Refer to Mid-Term Agreement MT-61 for payments associated with Flame and Arc Resistant Clothing.

30.2.6 Special Conditions

Requests for items of clothing not mentioned but which might be reasonably supplied under the conditions set forth herein will be considered, each case on its own merits.

30.3 Issuance, Care of, and Responsibility for Clothing Provided by the Company

In order that the use obtained from clothing purchased by the Company may justify the expenditure, the following shall be carefully observed:

1. Except in isolated cases, special clothing must not be issued to any one employee for exclusive use but must be kept available for any employee who may require it for Company purposes mentioned herein.
2. When no longer required on the job, clothing must be promptly returned to local headquarters, station or truck where it will be readily available when required.
3. All clothing furnished by the Company will remain the property of the Company and must be clearly and prominently marked for easy identification.

4. Where loss or destruction of Company clothing issued to an employee occurs as a result of carelessness on the part of the employee, the employee will be required to make good such loss.

30.4 Part B Employees (Maintenance Trades)

30.4.1 Issue of Gloves to Tradespersons

The Company will issue gloves to regional maintainer – lines, regional maintainer – forestry, SMD riggers, mechanical maintenance and building maintenance crews and all associated personnel regularly working with these crews, subject to the following:

1. The employee will be required to purchase the first pair of gloves, whether summer or winter type, providing he/she has not already been participating.
2. The issue of new gloves will be controlled by the supervisor.
3. A pair of worn-out gloves may be exchanged for a new pair.
4. The Union will exercise its influence to promote economy in the operation of this plan.

30.4.2 Uniforms

The Company shall supply uniforms, where they are required to be worn, at no cost to the employee.

30.4.3 Stocking of Overalls and Associated Smocks

The Company will stock bib-type overalls, coveralls and associated smocks in Central Stores which will be available for purchase by employees on the basis of a cash sale.

30.4.4 Work Clothing

Automotive Trades and Painters: The Company will pay for laundry service to clean coveralls. Responsibility for ensuring proper use of the privilege will rest with the Union.

The plan is as follows:

1. Coveralls will be provided by the tradespersons.
2. One pair of coveralls per employee per week will be laundered.
3. The trades covered by this service are:
 - (a) Automotive Trades – auto, truck diesel or industrial equipment mechanics, body and metal mechanics, tire serviceworkers, painters, radiator repairworkers, battery

rebuilders, lubricators, undercoaters, steam cleaners, washers.

- (b) Trade Group III – painters.

Forestry Spray Crews: Forestry spray crews shall, during the period of spraying operations, be with supplied laundered coveralls or other suitable clothing on a weekly basis or more frequently as may be required. Arrangements shall also be made to provide adequate washing facilities.

30.4.4.1 Laundering and/or Supplying Clothing

In situations other than those covered in the preceding subsections, when the supervisor in charge of a work crew deems a specific job dirty for the particular trade function, he/she shall either:

1. Authorize laundering of the employee's work clothing, or
2. Issue coveralls or other suitable clothing during the period in which this job is being performed.

30.4.4.2 Coveralls – Central Services Division

The provisions of this item supersede the conditions as noted in Item 30.4.4.1 and applies only to employees, paid from Wage Schedules 25 and 27, who form part of the Central Services Division and are located at the Hydro One Inc. Kipling Complex.

The Company agrees to supply and launder two (2) pairs of coveralls per week for each of the above-noted employees. The employee must exercise reasonable care in the use of clothing so supplied.

It is recognized that reasonable but limited quantity and size range of spare coveralls will be kept available for emergencies.

31.0 PURCHASING PRIVILEGES – SURPLUS EQUIPMENT STORES

Employees shall have purchasing privileges at Surplus Equipment and Material Stores to the same limit as extended to the general public.

32.0 RETURN OF COMPANY PROPERTY

It is agreed that employees whose employment terminates with the Company shall be responsible for the return of any Company property issued to them during the term of their employment. Failure to return such property shall result in the Company deducting its current value from any monies owing to the employees.

33.0 TIME CHANGE – SHIFT WORKERS

When the clocks are changed due to daylight saving time, the following principles will apply:

1. Employees who are scheduled to work during the affected hours will work a shift which is either shortened or extended by one hour.
2. Payment for the shortened or extended shift will not be calculated on the basis of actual hours worked, rather will be based on the number of hours normally worked (eight or twelve).

34.0 REST PERIODS

Each employee shall be entitled to a 10 minute rest period in the first half and second half of each scheduled work day at a time designated by the Company.

35.0 BI-WEEKLY PAY DAYS

1. Salaries and wages of all employees throughout the Company covered by this Agreement shall be once every week on the third Thursday following completion of the pay period, effective with the implementation of bi-weekly pay, once every two weeks. This payment will be by direct deposit to one account designated by the employee in a Canadian financial institution with a Canadian Payment Association (CPA) serviceability code of 1 or 2. (CPA serviceability code definitions in effect June 5, 1991 or subsequent code numbers providing equivalent accessibility). The Company is responsible for the cost of depositing these funds to the employee's account.

The implementation of direct deposit pay will be phased in for PWU members. It is the responsibility of the employee to inform the Company of any changes to the designated account 14 days in advance of the payment date. Any errors in employee payment that result from employee provision of incorrect account information or the late provision of changed account information are solely the responsibility of the employee.

2. Existing employees who were paid the equivalent of one week's base pay during the transition from weekly pay to weekly direct deposit pay will have the amount of this one week payment deducted from their final payment of salaries and wages from the Company (i.e., termination, retirement, etc.)

36.0 BANKING OF REDUCED HOURS OF WORK DAYS AND VACATION DAYS TO BE UTILIZED IMMEDIATELY PRIOR TO RETIREMENT

1. Employees who have earned time off under Part A Item 16.0 (Reduced Hours of Work for Employees Whose Normal Hours of Work are 40 Per Week) shall be eligible to bank up to 6.5 days per year to be utilized immediately prior to retirement.
2. Employees who are eligible for 25 days or greater vacation shall be eligible to bank up to 6.5 days per year to be utilized immediately prior to retirement.
3. The sum of days banked under items 1 and 2 above shall not exceed 6.5 days per year. Employees are eligible to bank a maximum of 30 weeks (150 days).
4. Employees must provide a minimum four months notice to schedule these dates. The employee will retire once these days have been utilized.
5. These days are not eligible for cash payout except in circumstances beyond the employee's control (e.g. LTD, Death, W.S.I.B.).

37.0 SELF-FUNDED SABBATICALS

Definition

“Self-funded sabbaticals” means an approved arrangement where an employee works regularly scheduled hours while receiving eighty percent (80%) of his/her base salary for each of four years. In the fifth year, the employee is granted a leave of absence for one year, funded by the accumulated deferred pay.

Approvals

Hydro One will approve an employee's application for a self funded sabbatical where it determines that this arrangement will benefit the business and can be accommodated without adversely impacting the viability of his/her work unit.

Terms and Conditions of Self-funded Sabbaticals

The Salary holdback (i.e. twenty percent for four years) will be kept in a special account and interest will be paid annually at an appropriate rate fixed by Hydro One.

During the leave of absence (i.e. the fifth year):

- The employee may not be declared surplus.

- The employee is responsible for his/her health and dental benefits and shall be given the option of continuing coverage under the Hydro One plan through pre-payment.
- The employee's entitlement to group life, living benefit and spousal life insurance benefits shall continue pursuant to Part A, Item 14.0.
- Hydro One shall pay the sum accumulated in the trust to the participating employee in a lump sum or in regular installments.

As a condition of approving a self-funded sabbatical arrangement, Hydro One may require the participating employee to sign a written commitment to return to Hydro One following the expiry of the leave for a period not to exceed the length of the leave (i.e. maximum one year).

Treatment of Employee Upon Return from Leave

Upon completion of the leave the employee shall have the right to contribute to the pension plan the amount that would have been contributed if he/she had remained on payroll at full (i.e. 100%) base earnings during the leave and if such contribution is made the period of time on leave shall be included in calculating his/her continuous employment or established service, as the case may be.

Upon completion of the leave, where the employee's pre-leave position continues to exist and has not been filled or has been filled temporarily, the employee shall return to that position.

Upon completion of the leave, if the employee's pre-leave position no longer exists or has been filled by an ongoing appointment, the employee will be placed in a position at the same salary grade and same location as the pre-leave position.

In the event Article 11 is triggered during or upon completion of the leave, subject to the other provisions in this Article, the participating employee will be redeployed in accordance with that Article.

NOTES

NOTES

NOTES

NOTES

PART B
MAINTENANCE TRADES

TABLE OF CONTENTS

PART B

**Page
Number**

1.0	WAGES	B-5
2.0	STANDBY, SERVICE DUTY AND ON CALL	B-5
2.1	Standby.....	B-5
2.2	Service Duty	B-5
2.3	On Call.....	B-7
3.0	TRAVELLING TIME TO AND FROM THE JOB.....	B-7
4.0	HEADQUARTERS	B-7
5.0	WELDERS	B-8
6.0	MARINE VESSELS.....	B-8
7.0	CARPENTER SPECIAL.....	B-8
8.0	TRUCK DRIVERS' CLASSIFICATION.....	B-8
8.1	Truck Driver Classification Vacancies	B-9
9.0	JOURNEYPERSON "AA"	B-9
10.0	APPRENTICES	B-9
11.0	CONTRACT MONITORING.....	B-10
12.0	SUPERVISORY RESPONSIBILITIES.....	B-10
12.1	Tradesperson Responsibilities	B-10
12.2	Supervisory Responsibilities of a Union Trades Supervisor – Level 3	B-10
12.3	Supervisory Responsibilities of a Union Trade Supervisor – Level 2.....	B-11
12.4	Supervisory Responsibilities of a Union Trades Supervisor – Level 1	B-11
12.5	Supervisory Responsibilities of a Management Supervisor.....	B-11

	Page Number
13.0 PAYMENT FOR TEMPORARY SUPERVISION.....	B-11
13.1 Schedule of Payment for Relief Supervision in an Established Position.....	B-12
13.2 Payment for Supervision – Motorized Forestry Spray Operation	B-13
13.3 Service Truck Supervision	B-13
14.0 ADVERSE WEATHER.....	B-13
14.1 Regular Employees.....	B-13
14.2 Regular-Seasonal Employees.....	B-13
14.3 Temporary Employees.....	B-14
15.0 POWERLINE GROUND ASSISTANTS, HANDYPERSONS AND LABOURERS PROHIBITED FROM CLIMBING	B-14
16.0 MOBILE EQUIPMENT	B-14
17.0 REGIONAL MAINTAINER – ELECTRICAL TRAINING COURSE.....	B-14
18.0 MEAL PROVISIONS	B-14
18.1 Conditions Governing Allowance for Meals	B-14
18.2 Winter Meal Provisions.....	B-15
18.3 Extension of Lunch Periods	B-16
19.0 RELIEF WORK, ACTING IN VACANCIES & TEMPORARY AND ROTATIONAL ASSIGNMENTS.....	B-16
19.1 Acting in Vacancies	B-16
19.2 Assignment to a Higher-rated Classification.....	B-17
20.0 HOURS OF WORK.....	B-17
20.1 Hourly-Rated Employees	B-17
20.2 Weekly-Rated Employees.....	B-18
21.0 SHIFT WORK.....	B-18
21.1 Shift Work Central Maintenance Shop Pickering	B-19
21.2 Ten-Hour Shift Provisions Maintenance Trades Staff ...	B-21
21.3 Differential for Shift Work Tradespersons and Stationary Engineers	B-23

22.0	OVERTIME PROVISIONS	B-23
22.1	Overtime Definitions.....	B-23
22.2	Minimum Payments.....	B-24
22.3	Premium Payments.....	B-24
22.3.1	Overtime Cancellation Payments.....	B-24
22.4	Special Provisions Concerning Overtime.....	B-25
22.5	Overtime – Regular Part-Time and Temporary Part-Time Employees.....	B-26
22.6	Equivalent Time Off Without Pay	B-27

**PART B
MAINTENANCE TRADES**

Specific Matters of Agreement

1.0 WAGES

Wage rates shall be in accordance with the wage schedules which are part of this Agreement.

2.0 STANDBY, SERVICE DUTY AND ON CALL

Employees may be placed, as required, outside of their regular working hours on any one of three types of special duty, depending on the nature of the anticipated work and the extent to which their freedom must be restricted, as follows:

2.1 Standby

Employees on standby shall remain at a specified point from which they shall be ready to proceed to their work location immediately upon receipt of instructions. Their freedom is restricted to the same degree as if they were being held at their regular work headquarters pending issuance of work instructions, and they are considered for all intents and purposes to be already on the job.

Any employee of the Company may be required to perform this type of service, for which payment will be made at the rate appropriate to the particular situation.

2.2 Service Duty

The work of employees on service duty is generally but not necessarily always confined to that of maintaining service to customers of areas, maintaining transmission circuits.

There are two types of service duty, namely, telephone answering service and trouble call service.

Telephone Answering Service: Telephone answering service applies to an employee who is required to remain available outside of normal office hours for the specific purpose of answering telephone calls in connection with customer service trouble, and to report this trouble to the appropriately delegated person(s). Where this type of service is required, it is allocated on a weekly basis and for each particular location must be equitably rotated among all suitably qualified members of the line staff, exclusive of non-working supervisors, except in cases when such personnel are not available. Under these circumstances, it shall be the Company's prerogative to detail any employees for service as required. Except in cases

of emergency an employee on telephone answering service duty shall not leave his/her telephone to perform other work.

Trouble Call Service: Trouble call service is that performed by an employee who is required to hold himself/herself readily available within a reasonable length of time outside of normally scheduled hours for dispatch to trouble clearing work generally. When required, one or more employees shall be delegated per area to trouble call service, on a weekly or weekend basis. Work so delegated in areas will be equitably rotated among all suitably qualified members of the line staff, exclusive of non-working supervisors. In addition to those delegated to trouble call service duty on a weekly basis, it may be found desirable from time to time to augment the number on trouble call service by additional delegation for periods of one day or more. When such action is necessary, employees will only be required to accept such duty against their wishes if sufficient volunteers cannot be obtained.

Special Hours of Work Provision (Lines):

Between May 1st and October 31st the employees referred to above in the Trouble Call Service provision may, with seven (7) days notice, have their hours of work established as follows:

- I. 12:00 hours to 20:00 hours Monday to Friday or,
- II. by mutual local agreement, 10:00 hours to 20:00 hours Monday to Thursday.

Such hours will be equitably rotated among all qualified employees, as per their on-call schedule.

These employees will not be required to work more than one (1) rotation of these hours in a four (4) week period.

These employees will eat on the job in the minimum amount of time. Such time will not be deducted from the employees' pay.

These employees will receive two (2) times the payment for service duty as described in Part 'B', Item 2.2.

These employees may be assigned work other than the trouble clearing work they normally perform. All hours worked outside of the 12:00 hours to 20:00 hours or the 10:00 hours to 20:00 hours will be compensated at two (2) times their base hourly rate.

Payment for Service Duty: The rate of pay for service duty of both types to be computed one half (1/2) hour at the employee's basic hourly rate per day, except for Saturdays, Sundays and statutory holidays when the rate will be one (1) hour at the employee's basic hourly rate per day. This rate includes payment for the use of the employee's telephone. An employee required to report for work while on trouble call, service duty shall be paid for his/

her working time in accordance with the standard regulations governing overtime work, including the regulation governing work performed on a “short-call” basis.

2.3 On Call

On call is the term used to cover trouble call service performed by station maintenance personnel, Customer Service Representatives I, Customer Service Representatives, Cable Crew Trades Staff, and hourly rated mechanics and electricians in the Operation and Maintenance Section of the Workplace Services Division who, because of their limited numbers and the resultant increased frequency with which they are required to perform service duty, are allowed up to a maximum of two hours between the time they are called and the time when they report for work. In all other respects, including rates of payment, on-call and trouble call service are identical.

Subject to safe application, volunteers from Station Maintenance will be requested prior to the mandatory assignment of on call. Hourly rated mechanics and electricians in the Operation and Maintenance Section of the Workplace Services Division and Cable Crew Trades Staff will be assigned to on-call duty only if sufficient volunteers cannot be obtained. On-call duty by Customer Service Representatives I and Customer Service Representatives will be on a purely voluntary, individual basis.

2.4 When an employee is on service duty or on call a paging device will be supplied where such service is available and experience in that area has proven it will provide a reliable service.

3.0 TRAVELLING TIME TO AND FROM THE JOB

Hourly-rated employees shall travel from their headquarters to and from the job on Company time. The word “headquarters” shall be for the purpose of this item “where the employee normally reports for work”.

4.0 HEADQUARTERS

Headquarters, as referred to herein, means the building or point designated by the Company at which the employees are expected to report for work or to assemble for preparation for leaving for work at outside points. Employees moving from point to point, as in the case of regional maintainers – lines and forestry, may have temporary headquarters established at some hotel or boarding place or some garage at which the truck is kept and at which the employees are to assemble.

5.0 WELDERS

Welders who hold welder "A" certificates issued by the Company and who hold an identification card issued by the Ontario Ministry of Consumer and Commercial Relations and who are required to perform first class work shall be classified as welder "A" in group 01 of wage schedule for tradespersons. Welders who do not meet the requirements of welder "A" shall be classified as welder "B" in group 02 of wage schedule for tradespersons.

6.0 MARINE VESSELS

During normal scheduled hours, if an employee is called upon to operate a boat 7.92 m (26 feet) in length or more, he/she shall be paid the Boat Operator rate for 8 hours.

7.0 CARPENTER SPECIAL

Carpenters performing duties requiring a higher skill than those normally required of a journeyman carpenter such as cabinet making, model making, or the fabrication of scroll cases, will be classified as journeyman "AA" of trade group 02.

8.0 TRUCK DRIVERS' CLASSIFICATION

- Class I – Operates any vehicle or combination of vehicle and trailer with a Gross Vehicle Weight (GVW) of greater than 28,000 pounds (12,700 kg)
- Class II – Operates any vehicle or combination of vehicle and trailer with a GVW of greater than 9,000 pounds (4,082 kg) but not greater than 28,000 pounds (12,700 kg)

NOTE

Any Class II vehicle equipped with a hydraulic radial boom derrick or hydraulically operated articulated or telescopic aerial devices will be classified as Class I.

- Class III – Operates any vehicle or combination of vehicle and trailer with a GVW of greater than 5,000 pounds (2,268 kg) but not greater than 9,000 pounds (4,082 kg).

NOTE

Any Class III vehicle with a snowplow installed on it will be classified as Class II.

8.1 Truck Driver Classification Vacancies

In filling class I truck driver vacancies, the most senior class II truck driver in that region will be given the first opportunity.

In filling class II truck driver vacancies, the most senior class III truck driver in that area will be given the first opportunity.

Replacement of a vehicle by one of a different class or modifications due to the addition or removal of equipment which affects the truck classification shall not be deemed to create a vacancy or a surplus. When such replacement requires a change in the classification of the driver, the driver position shall be filled as follows:

1. When the position is upgraded, the most senior truck driver in the next lower classification in the area will be given the first opportunity, on a probationary basis, to reach an acceptable level of performance.
2. When the position is downgraded, the most junior truck driver in the classification affected, in the area, will be downgraded.

9.0 JOURNEYPERSON "AA"

A journeyperson tradesperson who is required to work at another trade requiring skills of a level equal to or greater than his/her own trade shall be entitled to journeyperson 'AA' rating for a minimum of eight hours.

If a journeyperson tradesperson receives the journeyperson 'AA' rate for any part of a day during 40 days or more in any calendar year, he/she will be appointed and paid as a journeyperson 'AA' for that entire calendar year.

If the journeyperson 'AA' rate is paid for more than 50% of a calendar year to the members of a crew, for a specific trade, one of the members of the crew will be appointed and paid as a journeyperson 'AA' for that entire calendar year.

Journeyperson "AA" will not be applicable to Regional Maintainer classifications.

10.0 APPRENTICES

Upon completion of their learner apprenticeship training, apprentices shall be entitled to all the benefits afforded a regular employee as outlined in Part 'A', Section 23.0.

11.0 CONTRACT MONITORING

Employees required to monitor the quantity, quality and/or safety of contractors work shall be paid five percent (5%) above the journeyperson rate of his/her trade. This rate will not be applicable to Regional Maintainer classifications.

12.0 SUPERVISORY RESPONSIBILITIES

Many factors are involved in trades supervision. The depth of involvement in these factors defines the level of supervision required. There are three levels of regular supervision within union jurisdiction. These are: union trades supervisor – level 3, union trades supervisor – level 2 and union trades supervisor – level 1. The responsibilities associated with each of these levels are set out in the “Trades Responsibilities and Supervisory Criteria” dated July 15, 1968, which is an appendix to this Agreement.

12.1 Tradesperson Responsibilities

A tradesperson is required to exercise judgment and control over his/her own actions so that the assigned work may be performed safely, efficiently, and effectively, and with consideration of its effect on others.

In a work situation, a journeyperson will be responsible only for his/her own work and the work and training of one apprentice or helper. However, for the purposes of training, a journeyperson may be required to teach trade skills of a specific task to more than one apprentice or journeyperson at one time. During such a teaching situation, the journeyperson is responsible, only, for the demonstration of trade skills and not for the work of the apprentices or journeyperson involved.

Related to the above, a “helper” is a person of lower classification than the tradesperson he/she is assisting; and “apprentice” is a person of lower classification than journeyperson progression in a trade.

12.2 Supervisory Responsibilities of a Union Trades Supervisor – Level 3

A union trades supervisor – level 3 supervises an assigned crew on specific jobs and does so for periods up to five days without face-to-face contact with his/her supervisor who will carry out the higher responsibilities of the job. Less frequent contact requires that the union trades supervisor – level 3 be paid at the appropriate supervisor rate. He/she performs physical work activities. This classification is paid at a rate which is eight percent (8%) above the journeyperson rate of his/her trade or eight percent (8%) above the journeyperson rate of the highest trade supervised, whichever is the greater.

For the purposes of this item, if either the supervisor or the employees being supervised are receiving a Journeyperson “AA” rate, this rate will be used in determining the appropriate Union Trades Supervisor rate.

12.3 Supervisory Responsibilities of a Union Trades Supervisor – Level 2

A union trades supervisor – level 2 supervises staff on a continuing basis to carry out a given work program. He/she performs physical work activities. This classification is paid at a rate which is 17 percent (17%) above the journeyperson rate of his/her trade or 17 percent (17%) above the journeyperson rate of the highest trade supervised, whichever is the greater.

For the purposes of this item, if either the supervisor or the employees being supervised are receiving a Journeyperson “AA” rate, this rate will be used in determining the appropriate Union Trades Supervisor rate.

12.4 Supervisory Responsibilities of a Union Trades Supervisor – Level 1

A union trades supervisor – level 1 performs the complete supervisory responsibilities over a trade staff. He/she performs physical work activities. This classification is paid at a rate which is 22 percent (22%) above the journeyperson rate of his/her trade or 22 percent (22%) above the journeyperson rate of the highest trade supervised, whichever is the greater.

For the purposes of this item, if either the supervisor or the employees being supervised are receiving a Journeyperson “AA” rate, this rate will be used in determining the appropriate Union Trades Supervisor rate.

12.5 Supervisory Responsibilities of a Management Supervisor

A management supervisor’s responsibilities are of a supervisory nature as described in the Trades Responsibilities and Supervisory Criteria. Normally, they must not take the place of skilled workers. In the event that an emergency work condition arises, skilled help should be called in. However, where suitable skilled help is not available at the required time, supervisors are expected to perform whatever duties are necessary. The foregoing is not intended to prohibit the supervisor from using the tools of the trade for training purposes.

13.0 PAYMENT FOR TEMPORARY SUPERVISION

Overall supervision of a crew is provided by a supervisor and/or union trades supervisor – level 3 carrying out the appropriate responsibilities set out in 12.2 to 12.5. However, a crew may be assigned a task without a regular supervisor in attendance, in which case a temporary supervisor may be appointed. In such instances, any responsibility for supervision must be assigned, it cannot be assumed. When so assigned, the level of supervision to be performed and paid must be designated in accordance with Section 12.0, above.

Employees shall not be held accountable for more than journeyperson responsibilities that have not been assigned.

Where no regular supervisor is on a job the following shall apply:

1. Where a journeyperson is responsible for one helper or one apprentice, there shall be no payment for supervision.
2. Where two journeymen are working together and each is responsible for his/her own work, there shall be no payment for supervision. However, where a journeyman is held responsible for the work of another tradesperson, other than a helper, he/she shall be appointed and paid as a lead hand or union trades supervisor – level 3. A lead hand shall be paid for assigned responsibilities in excess of two hours per day, in which case he/she shall be paid five percent (5%) above the journeyman rate of his/her trade, or five percent (5%) above the journeyman rate of the highest trade supervised, whichever is greater, for a minimum of four hours, or the actual hours worked as a lead hand, whichever is greater. Lead hand responsibilities are as appended to the “Trades Responsibilities and Supervisory Criteria” document. Lead Hand rate will not be applicable to Regional Maintainer classifications.
3. Where a group of employees are working at a location on jobs which are independent of one another and planned by a supervisor so that no coordination of their activities is required, additional supervision will not be required.

Where the job is being performed by three or more employees, one of them shall be appointed and paid as a union trades supervisor – level 3 or level 2. In such cases if he/she supervises for more than two hours in a day he/she shall be paid the supervisor rate for a minimum of four hours or the actual hours he/she supervises, whichever is greater.

13.1 Schedule of Payment for Relief Supervision in an Established Position

The following schedule shows the rate to be paid for employees relieving a supervisor. The column figures represent the percentage to be paid above the basic journeyman rate.

Classification Performed			
Regular Classification	Level 3 Supervisor	Level 2 Union or Management Supervisor	Level 1 Union or Management Supervisor
Journeyman	8	17	22
Level 3 Supervisor		17	22
Level 2 Supervisor		17	22
Level 1 Supervisor			22

13.2 Payment for Supervision – Motorized Forestry Spray Operation

In the Company's motorized spraying operations, each work group, clearly separated, will be supervised by a qualified forestry tradesperson.

In all cases of such supervision, the concerned qualified forestry tradesperson shall be paid at least eight percent (8%) more than his/her existing rate, or of the rate of the highest tradesperson supervised, whichever is the greater.

13.3 Service Truck Supervision

1. When more than two employees constitute the work crew on a service truck, the person in charge shall be deemed to be providing supervision and shall be temporarily reclassified to the appropriate supervisory rate (union trades supervisor – level 3 or working supervisor).
2. Payment of a supervisory rate (union trades supervisor – level 3 or working supervisor) while in charge of a service truck will be based on the following:

If the total daily hours where supervision is provided are:

- (a) Less than one hour – no payment at supervisory rate.
- (b) One hour to four hours – four hours at the appropriate rate.
- (c) More than four hours – eight hours at the appropriate supervisory rate.

14.0 ADVERSE WEATHER

When in the Company's opinion the weather is unduly adverse, employees shall not normally be required to work outside and the following shall apply:

14.1 Regular Employees

Regular employees shall within normal scheduled hours be provided with inside work.

14.2 Regular-Seasonal Employees

Employees who have attained regular-seasonal status in accordance with Part 'A', Item 2.0, and continue to be employed on a seasonal basis shall be entitled to a half day's pay per day or pay for actual hours worked or held whichever is the greater, providing the employee reports for work.

14.3 Temporary Employees

Two hours' pay will be allowed when a temporary employee reports and is prepared to remain for two hours at his/her place of work and is prevented from working due to unduly adverse weather.

If a temporary employee is required to remain at his/her place of work longer than two hours, he/she shall be paid for all the time he/she is required to stay on the job.

15.0 POWERLINE GROUND ASSISTANTS, HANDYPERSONS AND LABOURERS PROHIBITED FROM CLIMBING

Powerline Ground Assistants, handypersons and labourers are prohibited from climbing poles, towers or structures used for transmitting electrical energy for the purpose of doing work which is properly the work of tradespersons.

This will not prohibit numbering poles or painting structures, which does not involve exposure to live equipment hazard.

16.0 MOBILE EQUIPMENT

The Company undertakes to continue the investigation of the problems connected with suitable mobile equipment for the transportation of employees and undertakes to get employees from headquarters to work and back without exposing them to undue physical danger and with reasonable protection from the weather.

17.0 REGIONAL MAINTAINER – ELECTRICAL TRAINING COURSE

Electrical tradespersons who are not specifically required to take the Regional Maintainer – Electrical Training Course may make application to attend and participate in the Conference and Training Facility portion of this course.

18.0 MEAL PROVISIONS

18.1 Conditions Governing Allowance for Meals

Recognizing the fact that employees are required to provide their own meals (except as in 18.2) the following conditions will apply:

1. The Company shall not require an employee to carry or provide more than one meal on a day when work is performed.
2. Wherever possible, supervisors shall notify employees who do not normally carry a lunch of the necessity to carry a lunch the following day.

3. If an employee is sent away from headquarters in an emergency without sufficient notice for him/her to provide and take his/her own lunch, the Company will pay the cost of the employee's noon day meal.
4. If an employee is required to continue working beyond a normal day, the Company will provide the employee's meal after two hours or more and every four hours thereafter while the employee continues working.
5. If an employee is required to work extended periods of overtime, Monday to Friday inclusive, the Company shall pay the cost of the employee's meal on approximately a four-hour interval basis.
6. If an employee is called out to work extended periods of overtime on Saturday, Sunday or statutory holidays without forewarning, the Company shall pay the cost of the employee's meal on approximately a four-hour interval basis. If forewarned, the employee shall carry or provide the first meal and the Company shall pay the cost of any further meals on approximately a four-hour interval basis.
7. When overtime has been scheduled in advance, a meal period will be allowed and no time will be paid for this period. When the overtime is not scheduled in advance, no time will be deducted if employees eat at the job site in a minimum of time.
8. In the conditions outlined in 3, 4, 5. and 6, the Company will either bring the meal to the employee or release him/her from duty long enough to secure and eat it. Where necessary, the Company will provide transportation for this purpose.
9. It is recognized that between the hours of midnight and normal starting time, it may not be feasible for the Company to provide a hot meal and the employee may not feel the need for one. In such cases, sandwiches and hot soup or a hot beverage shall be considered as fulfilling the requirement of a meal.

18.2 Winter Meal Provisions

In general, the winter months, for the purpose of this clause, shall cover the period of December 1st to March 31st for the areas south of the French River and the period November 1st to April 30th for areas north of the French River. However, if unseasonable weather is experienced any day during the two-week period immediately prior to the opening dates or subsequent to the closing dates, the supervisor in charge may, at his/her discretion, treat such days in the same manner as though they were included in the prescribed period.

During the winter months, if employees are required to work outdoors or in unheated buildings, subject to 3. hereunder, the Company will:

1. Provide means for carrying or storing the employee's lunches in some warm place and also provide where necessary, transportation for reaching some warm and suitable place for eating lunch. Such time involved in transportation both ways to be absorbed by the Company, thereby allowing the full meal period upon arrival, or
2. Supply or pay for a hot meal and provide transportation. The meal period's duration will be between the times of departure and re-arrival at the point of work and thus any time involved in transportation, both ways, is absorbed by the employee. Should the meal period be extended beyond its normal duration, any such excess will be absorbed by the employee by working equivalent overtime at straight time rates which will result in a total of normal daily hours of work and pay. This shall not preclude the providing of a meal when time involved is in excess of the normal meal period.
3. In some thinly-settled localities, there may be no warm place for storing or eating lunches, and no place where hot meals may be prepared within a reasonable distance from the point of work. Such conditions are beyond the Company's control and necessarily form part of the working conditions in that locality. In such cases, lunches must be carried but employees will eat on the job in a minimum period of time. Such time shall not be deducted and the conditions listed above do not apply.
4. Where it is mutually agreeable, employees will carry their lunch and will eat on the job in a minimum period of time. Where employees work in a group, the views of a minimum of 50% of the work group shall prevail and trigger this provision.

18.3 Extension of Lunch Periods

Where lunch periods are restricted to half an hour and when it has been demonstrated that it has been difficult for employees to get their lunch and return to the job within one-half hour, the Company may exercise its prerogative in extending the lunch period to a maximum of one hour, with the necessary adjustments to the working hours of the day.

19.0 RELIEF WORK, ACTING IN VACANCIES & TEMPORARY AND ROTATIONAL ASSIGNMENTS

19.1 Acting in Vacancies

All acting positions are to be limited to 90 days unless extensions are agreed to by the Company and the Chief Steward of the Union. Pending the arrival of the successful applicant and his/her assuming of the normal duties, the

acting incumbent who is performing the normal duties and responsibilities of an “acting” position shall receive the rate for the position.

19.2 Assignment to a Higher-rated Classification

An employee who is presently in the top step of his/her job when temporarily stepped up to work in a higher-rated classification, shall receive the top rate of that classification.

20.0 HOURS OF WORK

20.1 Hourly-Rated Employees

1. The normal work week for the Company’s hourly-rated trades employees shall be 40 hours per week consisting of five (5) days of eight (8) hours (not before 6:00 a.m. and not later than 6:00 p.m.), Monday to Friday inclusive.
2. A change to established hours of work within the core hours (6:00 a.m. to 6:00 p.m) shall be a matter for discussion between the Union (Chief Steward) and the Company. When changes in hours of work are contemplated the preference of 70% of affected staff in the classification(s) will be considered to be the preference of that classification(s). Where the work of classifications is interdependent (e.g., rehabilitation work, electrical, mechanical, civil), the preference of 70% of the employees in the interdependent classifications will be deemed to be the preference.

However, if in the Company’s opinion the desired hours of work of the affected classifications cannot be accommodated then the Company will provide the Union (Chief Steward) with written rationale for such a decision.

3. The normal work week for T&W-Field Mechanics shall be 40 hours per week consisting of five (5) days of eight (8) hours (not before 6:00 a.m. and no later than 8:00 p.m.), Monday to Friday inclusive. The start times for these employees may be adjusted within the window by Management with seven (7) days’ notice to the affected individuals. Such adjusted start times will be equitably rotated among all employees in the classification at the work site.

The Company may assign employees on a voluntary basis to work five (5) eight (8) hour days Monday to Friday ending no later than 12:00 a.m. These employees will be eligible for shift differential (Item 21.3 afternoon shift). An employee who is selected to an advertised vacancy for these hours will be deemed to have volunteered.

4. Excepting for shift work, all other work outside of the normally scheduled hours shall be considered overtime and paid for at the appropriate premium rates.

5. Switching Agents shall work between the hours of 0:00 and 8:00 Monday to Friday. Employees shall be eligible for shift differential (Item 21.3 night shift).

20.2 Weekly-Rated Employees

The normal work week for janitors and vehicle services attendants shall be 40 hours.

21.0 SHIFT WORK

Shift work may be established under the following conditions:

1. **Rehabilitation work:** Shift work for normal day workers may be established for major rehabilitation work (minimum of 10 working days confined to one unit) on frequency changers with rate capacity of 10,000 kV.A or more.
2. During abnormal or emergency conditions.
3. Conditions other than in 1 and 2 above require agreement by the appropriate Chief Steward.
4. The procedures for establishing shift work in accordance with 1, 2, and 3 above are as follows:
 - (a) Staff shall be assigned to the work for which the shift was established. Staff assigned to other work for a period of greater than one hour per shift shall be paid at two times the employee's normal base rate for the period worked in excess of one hour in that shift.
 - (b) Such rescheduling is not to be considered for the performing of ordinary routine maintenance except as described in Part 'B' Item 21.0 (3).
 - (c) In the case of abnormal or emergency conditions, three days' advance notice and, in the case of major rehabilitation work and other conditions as agreed to in Part 'B' Item 21.0 (3), seven days' advance notice of the commencement date shall be given to the employee by his/her supervisor. Shift shall commence on the day specified or within the following two days.

In the case of illness, which would result in a staff shortage, four (4) days' advance notice will be given when placing an employee on shift.

If the appropriate advance notice of the commencement date has not been given, premium time shall be paid for all work

outside the normal scheduled hours until three or seven days have elapsed after notice has been given. If shifts do not commence on the specified days, nor within the following two days, actual commencement shall be considered a change in normal scheduled hours and subject to all the principles of establishing shift work.

- (d) Three-shift work for normal day workers shall be established for a minimum period of three days or more on an eight-hour shift basis commencing on any day in the week.
- (e) The appropriate premium rates shall be paid for work in excess of eight hours on a daily shift basis, Monday to Friday, inclusive.

The appropriate premium rates shall be paid for all scheduled work on Saturdays, Sundays and statutory holidays.

- (f) Subject to the same notice and conditions for three-shift work, two-shift work may be introduced on either an eight hour or ten hour basis.

Shift work on a ten hour basis shall be established in accordance with Part 'B' Item 21.2.

- (g) Change in shift conforming with the preceding regulations shall be deemed to be a change in normal scheduled hours.
- (h) Shift work will be equitably rotated amongst qualified staff with each shift being rotated on a weekly or bi-weekly basis.
- (i) Prior to implementation of shift work, a schedule shall be posted and a copy shall be given to the appropriate steward stating the group, the reason for shift work and the estimated length of the work period involved.
- (j) Employees on shift work shall have a paid meal period and shall eat their meal during the shift hours as conditions permit.

21.1 Shift Work Central Maintenance Shop Pickering

Shift work may be established under the following conditions:

1.
 - (a) For short duration shifts (maximum three (3) consecutive weeks). No more than four (4) rotations onto these shifts may be worked by any individual in one (1) calendar year.
 - (b) During abnormal or emergency conditions.

- (c) Shift work for normal day workers may be established (minimum of 15 working days) confined to major project type work.
- (d) For other work as agreed to by the appropriate Union Chief Steward.

2. The procedures for establishing shift work in accordance with the above are as follows:

- (a) Staff shall be assigned to the work for which the shift was established. Staff assigned to other work for a period of greater than one hour per shift shall be paid at two times the employee's normal base rate for the period worked in excess of one hour in that shift. Premium pay shall not apply where such assigned other work is as a result of equipment breakdown, inspection delays, customer delays or material delays. Premium pay does not apply to situations where the work that was established for shift comes to a completion within the shift.
- (b) Such rescheduling is not to be considered for the performing of ordinary routine maintenance except as described in Part 'B', Item 21.1.1 (d).
- (c) In the case of conditions as described in Part 'B' – Item 21.1.1 (a and b), three (3) days' advance notice will be given. In all other conditions seven days' advance notice of the commencement date shall be given to the employees by his/her supervisor. Shifts shall commence on the day specified or within the following two days. In the case of illness which would result in a staff shortage, three (3) days' advance notice will be given when placing an employee on shift. If the appropriate advance notice of the commencement date has not been given, premium time shall be paid for all work outside the normal scheduled hours until seven days have elapsed after notice has been given. If shifts do not commence on the specified days nor within the following two days, actual commencement shall be considered a change in normal scheduled hours and subject to all the principles of establishing shift work.
- (d) Three-shift work for normal day workers shall be established for a minimum period of three days or more on an eight-hour shift basis commencing on any day in the week.
- (e) The appropriate premium rates shall be paid for work in excess of eight hours on a daily shift basis, Monday to Friday, inclusive.

- (f) The appropriate premium rates shall be paid for all scheduled work on Saturdays, Sundays and statutory holidays.
- (g) Management will determine the number of hours to be covered by shift work.

Subject to the same notice and conditions for three-shift work, two-shift work may be introduced on either an eight hour basis. The preference of 70% of the affected staff for a particular shift schedule in the classification(s) will be considered to be the preference of the classification(s). The vote will be administered by the local Chief Steward.

Shift work on a ten hour basis shall be established in accordance with Part 'B' Item 21.2.

- (h) Change in shift conforming with the preceding regulations shall be deemed to be a change in normal scheduled hours.
- (i) Shift work will be equitably rotated amongst qualified staff with each shift being rotated on a weekly or bi-weekly basis.
- (j) Prior to implementation of shift work, a schedule shall be posted and a copy shall be given to the appropriate steward stating the group, the reason for shift work and the estimated length of the work period involved.
- (k) Employees on shift work shall have a paid meal period and shall eat their meal during the shift hours as conditions permit.

21.2 Ten-Hour Shift Provisions Maintenance Trades Staff

1. Applies to Maintenance Trades Staff assigned to shift work under Part 'B' Items 21.0 (1), 21.0 (2), 21.0 (3) and 21.1 of the Collective Agreement.
2. Ten hour shifts shall be implemented when it is mutually agreeable to Hydro One and 70% of affected staff. Where Hydro One deems there are reasons not to implement ten hour shifts, these reasons will be provided to the Union (Chief Steward).
3. The normal hours of work for non-time balanced ten hour shifts are 40 per pay week. Staff involved shall work ten hours per shift Monday, Tuesday, Wednesday and Thursday at straight time (banked two hours per day for total eight hours) which may be performed within the following shift windows:

1st shift – 06:00 hrs to 18:00 hrs

2nd shift – 14:00 hrs to 02:00 hrs

Shift Differential

1st shift – no shift differential

2nd shift – 64 cents per hour

Part 'B' Item 21.3 shall not apply to ten hour shifts.

4. The appropriate premium rates shall be paid for work in excess of ten hours per shift on a daily basis Monday to Thursday inclusive.

If it is necessary for employees to work on the Friday, it will be paid at one and one-half times the employee's basic rate for the first two hours worked and two times the employee's basic rate for all additional hours worked.

The appropriate premium rates shall be paid for all scheduled work on Saturdays, Sundays and statutory holidays.

5. Ten hour shift provisions shall not apply to work weeks containing one or more statutory holidays.
6. For staff assigned to shift work under Part 'B' Item 21.0 (1), 21.0 (2) and 21.0 (3) all other provisions Part 'B' Item 21.0 except Part B, Item 21.0(1), 21.0(2) and 21.0(3) all other provisions of Part B, Item 21.0 except 21.0(4)(d), and 21.0(4)(e) shall apply to ten hour shifts.
7. For staff assigned to shift work under Part B, Item 21.1 all other provisions of Part B, Item 21.1 except 21.1(2)(d), 21.1(2)(e) and 21.1(2)(f) shall apply to ten hour shifts.
8. (a) The following items will be credited for pay purposes on an hour-for-hour basis. In the application of undernoted items – 1, 2, 3 and 4, a reference under the appropriate contract provision to "days" entitlement will mean eight (8) hours. Therefore a ten (10) hour shift will constitute one and a quarter (1.25) days deducted from credits.
 - (1) Vacation
 - (2) Floating Holiday
 - (3) Sick Leave
 - (4) Leave of Absence
 - (5) Travelling Time Outside Normal Working Hours
 - (6) Payment for Temporary Supervision
 - (7) Time Charges and Expenses for employee Union Representatives

- (b) When an employee is scheduled to work a ten (10) hour shift and one of the undernoted conditions occurs, a “day” will be considered to be 10 hours:

- (1) Jury Duty
- (2) Funerals
- (3) Moving Day

21.3 Differential for Shift Work Tradespersons and Stationary Engineers

Shift differentials shall apply to employees required to work on a three-shift schedule or a two-shift schedule. The first part of a three-shift or a two-shift schedule shall begin at normal starting time.

A shift differential of 70 cents per hour shall be paid to employees who are scheduled to work between the hours of 1600 and 2400.

A shift differential of 1 dollar per hour shall be paid to employees who are scheduled to work between the hours of 0000 to 0800.

For Regular part-time and Temporary part-time employees, shift differential is not applicable when the shift starts and ends between the hours of 0700 and 1800.

The wage schedule rates for the following classifications are deemed to include full payment for the normal hours and days of work as shown in their schedule and shift differentials shall not apply:

Janitor ‘AA’

Janitor ‘A’

The appropriate shift differential shall be paid for the first eight hours of each scheduled shift on any regular scheduled day of work and shall not apply for any overtime hours. When premium time is involved for payment of shift work, the premium rate shall be computed on the standard basic rate, excluding shift differential [see Subsection 21.0(4)(e)].

22.0 OVERTIME PROVISIONS

Due to the nature of the Company operations, some employees will be required to work overtime. Overtime will be minimized and managed within the limits of corporate effectiveness and customer impact. In recognition of employee well-being and inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees.

22.1 Overtime Definitions

Overtime: Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours and is therefore, subject to compensation at premium rates.

22.2 Minimum Payments

All overtime performed, or reported for due to lack of notice of cancellation, shall result in a minimum payment of the greater of four hours at straight time pay or the actual time worked at the appropriate premium rate, except in the following circumstances:

1. Overtime arranged during normal working hours and worked as an extension before and/or after the employee's normal hours of work requires no minimum payment.
2. When short call-outs are repeated within one hour of the completion of a previous call-out for which the minimum was paid, no additional minimum payment is required.
3. For overtime call-outs occurring less than two hours before the commencement of normal starting time, the minimum will not apply and the appropriate premium rate will be paid continuously from call-out time until normal starting time.

22.3 Premium Payments

Premium payment for overtime which does not include shift work shall be as follows:

1. One and one-half times the employee's basic rate shall be paid for all work performed during the first two clock hours after normal quitting time, Monday to Friday inclusive.
2. Two times the employee's basic rate shall be paid for:

All work performed outside of the first two clock hours after normal quitting time, Monday to Friday inclusive.

All work performed on Saturday, Sunday and statutory holidays.
3. When less than 48 hours' notice has been provided and an extra trip to the work location has been made to work overtime, time shall be counted from the time the employee leaves his/her home until he/she returns.

22.3.1 Overtime Cancellation Payments

All overtime cancelled within 48 hours of its scheduled commencement shall result in a cancellation payment of two hours at straight time rate except in the following circumstances:

1. Overtime arranged during normal scheduled hours as an extension to those normal scheduled hours requires no cancellation payments.

2. Overtime arranged as an extension before the normal hours of work requires no cancellation payment if cancelled with more than 16 hours' notice prior to its commencement.

22.4 Special Provisions Concerning Overtime

1. Because an employee was required to work overtime or because he/she lost time in changing shifts, he/she shall not be prevented from working his/her total number of normal daily hours in any normal scheduled day of work. If the employee cannot be supplied with the work required to make up the eight hours' work in that day, his/her pay shall be adjusted to provide a minimum of eight hours' work.
2. If an employee who has worked overtime is physically capable and the gang of which he/she is ordinarily a member is at work, he/she shall not be deprived of the opportunity of working his/her normal scheduled hours in addition to the overtime he/she may have worked.
3. An employee who has accumulated overtime hours shall receive this, in earnings, calculated at the appropriate premium rate and cannot be required to take time off in lieu of payment.
4. Employees who have worked overtime qualify for a rest period based on the following:
 1. An employee who is required to work continuously for more than 16 hours, or an employee who accumulates 16 hours of working time in any 24-hour period, shall be entitled to an eight-hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the overtime worked.

Should the employee be required to continue working beyond the above 16-hour work periods, the employee shall be paid two times his/her normal basic rate until an eight-hour rest period is granted.

Should an employee be released before 16 hours have elapsed, he/she will not be entitled to an eight-hour rest period, and his/her right to continue work at straight time will be governed by Section 22.4(2), above.

2. An employee on day work who is required to work 4 but less than 6 accumulative overtime hours between the hours of 2300 and 0700 shall be entitled to a 4 hour rest period.
3. An employee on day work who is required to work 6 or greater accumulative overtime hours between the hours of 2300 and 0700 shall be entitled to an 8 hour rest period.
4. If the rest period in 2 and 3 above extends into the employee's normal scheduled hours of work, he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. Should the employee be required to continue working during normal scheduled hours, the employee shall be paid at two times his/her normal basic rate until the rest period is granted.
5. In computing overtime for hourly-rated employees on shift work, excluding stationary engineers, 4th class, one and one-half times the employee's basic rate shall be paid for all work performed during the two-hour period following the scheduled shift and two times the employee's basic rate shall be paid for all work performed during the 14-hour period prior to the start of the scheduled shift, Monday to Friday inclusive. All work performed on Saturday, Sunday and statutory holidays shall be paid at two times the employee's basic rate.
6. Overtime Weekly-Rated: The following trades weekly-rated classifications shall receive overtime in accordance with the "premium payments" section of Part B Item 22.3 for all work in excess of the indicated hours:
 - (a) In excess of eight hours in a day; janitorial staff and vehicle services attendants.

22.5 Overtime – Regular Part-Time and Temporary Part-Time Employees

Overtime is defined as:

- (a) Hours worked which are in excess of the normal daily hours of the classification. The premium payment for such work is one and one-half times the employee's basic rate for all work performed during the first two clock hours after the normal quitting time of the classification, and two times the employee's basic rate for all work performed outside of the first two clock hours after the classification's normal quitting time.

and/or

(b) Hours worked in excess of 24 in a week. The premium payment for such work is one and one-half times the employee's basic rate for the first two hours worked in a day. Two times the employee's basic rate for all work performed in excess of two hours in a day.

and/or

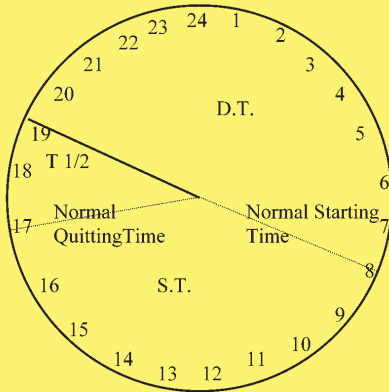
(c) Unscheduled hours worked on Saturday and Sunday. The premium payment for unscheduled hours worked on Saturday and Sunday is two times the employee's basic rate.

22.6 Equivalent Time Off Without Pay

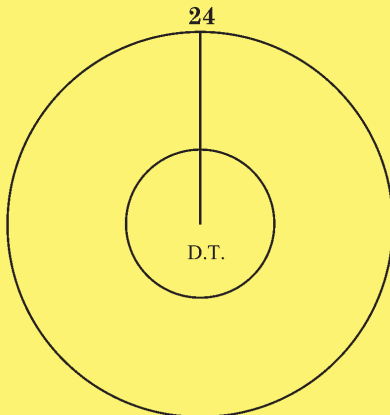
See Part 'A' Section 10.2

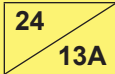
OVERTIME TABLE - HOURLY RATED EMPLOYEES

Monday to Friday



Saturday, Sunday, & Statutory Holiday





HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 24 - REPRODUCTION & GRAPHIC SERVICES
 - Dollars per Hour

GRADE	TRADE	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	UTS	SUPV
							<u>LVL 3</u>	<u>LEVEL 2</u>
							<u>STEP 7</u>	<u>STEP 8</u>
01	Cameraperson, Litho Press Operator I		39.80	40.84	41.89		45.24	
04	Micrographic Worker II, Film Quality Inspector, Photocompositor I, Press Operator			33.74	35.86		38.73	41.96

Advancement through trade groups is not automatic.

All progressions shall be in accordance with Item 3 of Part A.

RULES OF APPLICATION

- (1) All jobs on Wage Schedule 24 will be advertised within the Reproduction and Graphics Services Department when they become vacant
- (2) Step 1 does not apply to the classification of Camerapersons.

Labour Relations
Effective: April 1, 2013

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 25 - TRADES
 - Dollars per Hour

<u>GRADE</u> <u>(GROUP)</u>	<u>TRADE</u>	<u>LEARNER</u>		<u>IMPROVER</u>		<u>JPER</u>		<u>JPER</u>	<u>UTS</u>	<u>UTS</u>	
		<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>
01	Customer Service Representative 'A'; Electrician; Fitter Mechanic; Instrument Mechanic; Powerline Maintainer; Machinist; Mechanic 'A'; P.M. Electrician 'A'; Welder 'A' Cable Splicer. (2), Switching Agent	23.60	25.56	27.53	29.50	31.46	35.40	39.33	41.30	42.48	
02	Building Mechanic; Carpenter; Crane Operator (Licensed) 20 tons and over; Forester; Mechanic; Mechanic B (1); Meter Mechanic; P.M. Electrician B Pipefitter; Tinsmith; Rigger; Welder B; Underground Cable Stakeout Person; Power Equipment Component Refinisher. (2)	22.82	24.73	26.63	28.53	31.19	34.46	38.04	39.94	41.08	
03	Asst Mechanic; Crane Operator (licensed) 8 tons and under 20 tons; Customer Service Representative; Mechanic C (1); Meter Repairer; Painter; Tool & Equipment Repair Person. (3) Regional Site Maintenance Person (3A) Assistant Power Maintenance Electrician I	<u>LEARNER</u> 22.27	24.64	<u>IMPROVER</u> 27.00	31.37	<u>JPER</u> 36.39	<u>(3A)</u> 36.80	<u>JPER</u> 38.21	<u>AA</u> 39.30	<u>UTS</u> 39.74	<u>UTS</u> 39.74
04	Assistant Power Maintenance Electrician Crane Operator (Licensed) under 8 tons; Maintenance Worker; Meter Reader, Asst Cable Splicer. (3) Station Maintenance & Inspection; Meter Reader/Data Collector	<u>LEARNER</u> 22.30	24.67	<u>IMPR</u> 27.03	<u>JPER</u> 34.74	<u>(4A)</u> 35.83		<u>JPER</u> 36.48	<u>AA</u> 37.52	<u>UTS</u> 37.52	
05	Handyperson (4)		22.31	28.58	31.51	33.09				34.03	
06	Powerline Ground Assistant		28.60	30.22	31.78	33.37				34.32	
07	Powerline Maintainer Special (5)		36.39								
08	Labourer (6)	<u>STEP 0</u>	22.31	25.77	28.63			30.92	33.50		
09	Summer Student (7)		17.01	18.43							
10	Meter Reader B		21.64	24.79							
11	Supervising Meter Reader; Supervising Meter Reader/Data Collector		39.95								

See Page 2 for Explanatory Notes

NOTES:

- (1) Advancement from Mechanic C to B or A is not automatic.
- (2) For all Trade Group 1 and 2 jobs, progressions are on 6-month intervals until step 4 is reached and are then on an anniversary basis until Journeyperson level is reached.
- (3) For all Trade Group 3 and 4 jobs, first increase six months after start, second increase twelve months after starting date. All other progressions are on an anniversary basis until Journeyperson level is reached.
- (3A) Step 5 is used for Regional Site Maintenance employees who are required to hold a valid MOEE Herbicide Land Exterminator Class 01 licence. The base rate for Step 5 will be 41 cents per hour above Step 4, retroactive to January 1, 1999.
- (4) First increase six months after starting date.
- (4A) Step 5 is used as a step-up rate for Meter Reader/Data Collector employees required to perform Cable Locates.
- (5) Not a hiring classification. Restricted for use of retrogressed Powerline Maintainers or former Rural Linepersons who are not fully qualified to perform the duties of their present positions.
- (6) Progressions are on six (6) month intervals until Step 2 is reached.
- (7) Step 0 paid for first year of employment, Step 1 paid for second year of employment.

NOTE: In the Trades' schedule, when an employee not at the maximum rate for his/her group is regraded, he/she will receive the rate of the corresponding year in the higher group and retain the same progression date.

All progressions shall be in accordance with Item 3 of Part A.

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 26 - WORKING SUPERVISORS
 - Dollars per Hour

SCHEDULE 25

<u>TRADE GROUP</u>	<u>GRADE</u>	<u>GROUP 1</u>	<u>GROUP 2</u>
		<u>STEP 1</u>	<u>STEP 2</u>
01	01	46.02	47.98
02	02	44.51	46.41
03	03	42.58	44.40
03	3A	43.06	44.90
04	04	40.65	42.38
05	05	36.87	38.44

SCHEDULE 27

<u>TRADE GROUP</u>	<u>GRADE</u>	<u>GROUP 1</u>	<u>GROUP 2</u>
		<u>STEP 1</u>	<u>STEP 2</u>
01	11	48.57	50.64
02	12	44.52	46.42
03	13	42.58	44.40
04	14	40.62	42.36
05	15	34.67	36.15

SCHEDULE 28

<u>TRADE GROUP</u>	<u>GRADE</u>	<u>GROUP 1</u>	<u>GROUP 2</u>
		<u>STEP 1</u>	<u>STEP 2</u>
01	21	49.70	51.83
02	22	46.73	48.73

NOTES:

These grades are applicable to PWU Supervisors who supervise employees paid from Schedules 25, 27 and 28 and for union members who relieve in Trades Supervisory positions.

Group 1 is the hourly rate for union Supervisors Level 2. It is also applicable to union members relieving in union Supervisors Level 2 positions or union members relieving in Level 2 Trades Supervisory Positions. Rate is based on PWU Journeyman Rate, Regional Maintainer 1 Rate or WSD Civil Maintainer 1 Rate x 1.17.

Group 2 is the hourly rate for union Supervisors Level 1. It is also applicable to union members relieving in union Supervisors Level 1 positions or union members relieving in Level 1 Trades Supervisory Positions. Rate is based on PWU Journeyman Rate, Regional Maintainer 1 Rate or WSD Civil Maintainer 1 Rate x 1.22.

Trade Group 3, Grade 3A applicable to Schedule 25 (Group 03, Step 5).

Labour Relations
 Effective: April 1, 2013

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 27 - MOTIVE POWER TRADES
 - Dollars per Hour

<u>GRADE</u> <u>(GROUP)</u>	<u>TRADE</u>	<u>LEARNER</u>				<u>IMPROVER</u>			<u>JPER</u>	<u>JPER</u>	<u>UTS</u>
		<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>AA</u>	<u>LVL 3</u>
01	Regional Field Mechanic; Transport & Work Equipment Mechanic (1)	24.91	26.98	29.06	31.13	33.21	35.28	37.36	39.43	41.51	44.83
07	Autobody Fabricator; Hydraulics & Automotive Machinist;	23.60	25.56	27.53	29.50	31.46	33.43	35.40	38.05	39.33	42.48
02	Regional Shop Mechanic Transport Mechanic; Work Equipment Mechanic; Auto Body Repairer (1)	22.83	24.73	26.64	28.54	31.20	33.48	35.77	38.05		41.09
03	Automotive Painter (2)	22.27	24.64	27.00	31.37	36.39					39.30
06	Fuel and Electrical Systems Mechanic (3)	22.27	24.64	27.00	31.37	36.39					39.30
04	Accessories Installer	22.39	24.72	27.05	34.72						37.50
05	Service Station Attendant	22.13	24.39	29.63							32.00

All progressions shall be in accordance with Item 3 of Part A.

NOTES:

- (1) For all Trade Group 1 and 2 jobs, progressions are on 6-month intervals until Step 4 is reached and are then on an anniversary basis until Journeyman level is reached.
- (2) For Trade Group 3 jobs, progressions are on 6-month intervals until Journeyman level is reached.
- (3) For Trade Group 6 jobs, progressions are on 6-month intervals until Step 2 is reached and are then on an anniversary basis until Journeyman level is reached.

Labour Relations
Effective: April 1, 2013

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 28
REGIONAL MAINTAINERS
 - Dollars per Hour

<u>GRADE</u> <u>(GROUP)</u>	<u>TRADE</u>	<u>LEARNER</u>			<u>IMPROVER</u>			<u>REGIONAL MAINTAINER 2</u>		<u>REG MAIN 1</u>	<u>UTS LVL 3</u>
		<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>
01	Regional Maintainer-Lines; Regional Maintainer - Electrical; Regional Maintainer - Mechanical. Regional Maintainer - Cable Splicer. Customer Service Representative - I	23.60	25.56	27.53	29.50	31.46	35.40	39.33	40.90	42.48	45.88

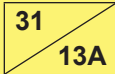
	<u>LEARNER</u>			<u>IMPROVER</u>			<u>REGIONAL OR WSD MAIN 2</u>		<u>MAIN 1</u>	<u>UTS LVL 3</u>
	<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 9</u>	
02	Regional Maintainer - Civil; Regional Maintainer - Forestry;	22.82	24.73	26.63	28.53	31.19	34.46	38.04	39.94	43.14

NOTES:

Progressions are on 6-month intervals until step 4 is reached and are then on an anniversary basis until the Maintainer 1 level is reached.

All progressions shall be in accordance with Item 3 of Part A.

Labour Relations
Effective: April 1, 2013



HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 31
TRADES - SERVICES (WEEKLY RATED)
- DOLLARS PER WEEK

<u>GRADE</u>	<u>TITLE</u>	<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>UTS</u>	<u>SUPV</u>
						<u>LVL 3</u>	<u>LEVEL 2</u>
						<u>STEP 4</u>	<u>STEP 5</u>
16	Janitor 'A'		1,083.12	1,183.74		1,278.44	1,384.98

This schedule is applicable to a 40-hour work week.

All progressions shall be in accordance with Item 3 of Part A.

Labour Relations
Effective: April 1, 2013

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 32 - TRADES - SERVICES (HOURLY RATED)
 - Dollars per Hour

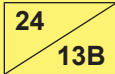
<u>GRADE</u>	<u>TITLE</u>	<u>STEP 0*</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>UTS SUPV</u>	
						<u>LVL 3</u>	<u>LVL 2</u>
						<u>STEP 7</u>	<u>STEP 8</u>
04	Office Cleaner**	23.05				24.89	
09	Vehicle Services Attn	31.51					36.87
10	Truck Driver Class 3	29.40	30.75	31.51			
11	Truck Driver Class 2	30.76	31.67	32.62			
12	Truck Driver Class 1	31.55	32.93	34.48			
16	Stockkeeper Helper		29.58	31.00	32.22		
18	Stockhandler		30.75	32.11	33.03	35.67	38.65
19	Forklift Operator		31.43	32.81	33.76		39.50
21	Stockkeeper, Waste Co-Ordinator		35.02	36.02	36.75	39.69	43.00
30	Material Handler 'B'		30.75	32.11	33.03	35.67	38.65
31	Material Handler 'A'		31.43	32.81	33.76	36.46	39.50

* First increase six months after starting date.

** 27.5 hours per week.

All progressions shall be in accordance with Item 3 of Part A.

Labour Relations
 Effective: April 1, 2013



HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 24 - REPRODUCTION & GRAPHIC SERVICES
- Dollars per Hour

<u>GRADE</u>	<u>TRADE</u>	<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>UTS</u>	<u>SUPV</u>	
							<u>LVL 3</u>	<u>LEVEL 2</u>	
							<u>STEP 7</u>	<u>STEP 8</u>	
01	Cameraperson, Litho Press Operator I		40.19	41.25	42.31		45.69		
04	Micrographic Worker II, Film Quality Inspector, Photocompositor I, Press Operator			34.08	36.22		39.12	42.38	

Advancement through trade groups is not automatic.

All progressions shall be in accordance with Item 3 of Part A.

RULES OF APPLICATION

- (1) All jobs on Wage Schedule 24 will be advertised within the Reproduction and Graphics Services Department when they become vacant
- (2) Step 1 does not apply to the classification of Camerapersons.

Labour Relations
Effective: October 1, 2013

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 25 - TRADES
 - Dollars per Hour

<u>GRADE</u>		<u>LEARNER</u>		<u>IMPROVER</u>		<u>JPER</u>	<u>JPER</u>	<u>UTS</u>	<u>UTS</u>		
<u>(GROUP)</u>	<u>TRADE</u>	<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>
01	Customer Service Representative 'A'; Electrician; Filter Mechanic; Instrument Mechanic; Powerline Maintainer; Machinist; Mechanic 'A'; P.M. Electrician 'A'; Welder 'A' Cable Splicer. (2), Switching Agent	23.83	25.82	27.80	29.79	31.78	35.75	39.72	41.71	42.90	
02	Building Mechanic; Carpenter; Crane Operator (Licensed) 20 tons and over; Forester; Mechanic; Mechanic B (1); Meter Mechanic; P.M. Electrician B Pipefitter; Tinsmith; Rigger; Welder B; Underground Cable Stakeout Person; Power Equipment Component Refinisher. (2)	23.05	24.97	26.89	28.82	31.50	34.81	38.42	40.34	41.49	
03	Asst Mechanic; Crane Operator (licensed) 8 tons and under 20 tons; Customer Service Representative; Mechanic C (1); Meter Repairer; Painter; Tool & Equipment Repair Person. (3) Regional Site Maintenance Person (3A) Assistant Power Maintenance Electrician I	<u>LEARNER</u> 22.49	24.88	<u>IMPROVER</u> 27.27	31.68	<u>JPER</u> 36.75	<u>(3A)</u> 37.16	<u>JPER</u> 38.59	<u>UTS</u> 39.69	<u>UTS</u> 40.13	
04	Assistant Power Maintenance Electrician Crane Operator (Licensed) under 8 tons; Maintenance Worker; Meter Reader, Asst Cable Splicer. (3) Station Maintenance & Inspection; Meter Reader/Data Collector	<u>LEARNER</u> 22.53	24.91	<u>IMP'R</u> 27.30	<u>JPER</u> 35.09	<u>(4A)</u> 36.19		<u>JPER</u> 36.84	<u>UTS</u> 37.90		
<u>GRADE</u>						<u>JPER AA</u>		<u>UTS LVL 3</u>			
<u>(GROUP)</u>	<u>TRADE</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 6</u>		<u>STEP 7</u>			
05	Handyperson (4)		22.54	28.87	31.83	33.42		34.38			
06	Powerline Ground Assistant		28.89	30.53	32.10	33.71		34.67			
07	Powerline Maintainer Special (5)		36.75								
								<u>UTS</u>	<u>SUPV</u>		
								<u>LVL 3</u>	<u>LEVEL 2</u>		
		<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>				<u>STEP 3</u>	<u>STEP 4</u>		
08	Labourer (6)	22.54	26.03	28.92				31.23	33.84		
09	Summer Student (7)	17.18	18.61								
10	Meter Reader B		21.86	25.04							
11	Supervising Meter Reader; Supervising Meter Reader/Data Collector		40.35								

See Page 2 for Explanatory Notes

NOTES:

- (1) Advancement from Mechanic C to B or A is not automatic.
- (2) For all Trade Group 1 and 2 jobs, progressions are on 6-month intervals until step 4 is reached and are then on an anniversary basis until Journeyperson level is reached.
- (3) For all Trade Group 3 and 4 jobs, first increase six months after start, second increase twelve months after starting date. All other progressions are on an anniversary basis until Journeyperson level is reached.
- (3A) Step 5 is used for Regional Site Maintenance employees who are required to hold a valid MOEE Herbicide Land Exterminator Class 01 licence. The base rate for Step 5 will be 41 cents per hour above Step 4, retroactive to January 1, 1999.
- (4) First increase six months after starting date.
- (4A) Step 5 is used as a step-up rate for Meter Reader/Data Collector employees required to perform Cable Locates.
- (5) Not a hiring classification. Restricted for use of retrogressed Powerline Maintainers or former Rural Linepersons who are not fully qualified to perform the duties of their present positions.
- (6) Progressions are on six (6) month intervals until Step 2 is reached.
- (7) Step 0 paid for first year of employment, Step 1 paid for second year of employment.

NOTE: In the Trades' schedule, when an employee not at the maximum rate for his/her group is regraded, he/she will receive the rate of the corresponding year in the higher group and retain the same progression date.

All progressions shall be in accordance with Item 3 of Part A.

Labour Relations
Effective: October 1, 2013

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 26 - WORKING SUPERVISORS
 - Dollars per Hour

SCHEDULE 25

<u>TRADE GROUP</u>	<u>GRADE</u>	<u>GROUP 1</u>	<u>GROUP 2</u>
		<u>STEP 1</u>	<u>STEP 2</u>
01	01	46.47	48.46
02	02	44.95	46.87
03	03	43.00	44.84
03	3A	43.48	45.34
04	04	41.06	42.81
05	05	37.24	38.83

SCHEDULE 27

<u>TRADE GROUP</u>	<u>GRADE</u>	<u>GROUP 1</u>	<u>GROUP 2</u>
		<u>STEP 1</u>	<u>STEP 2</u>
01	11	49.06	51.15
02	12	44.96	46.88
03	13	43.00	44.84
04	14	41.03	42.79
05	15	35.02	36.51

SCHEDULE 28

<u>TRADE GROUP</u>	<u>GRADE</u>	<u>GROUP 1</u>	<u>GROUP 2</u>
		<u>STEP 1</u>	<u>STEP 2</u>
01	21	50.19	52.34
02	22	47.20	49.21

NOTES:

These grades are applicable to PWU Supervisors who supervise employees paid from Schedules 25, 27 and 28 and for union members who relieve in Trades Supervisory positions.

Group 1 is the hourly rate for union Supervisors Level 2. It is also applicable to union members relieving in union Supervisors Level 2 positions or union members relieving in Level 2 Trades Supervisory Positions. Rate is based on PWU Journeyperson Rate, Regional Maintainer 1 Rate or WSD Civil Maintainer 1 Rate x 1.17.

Group 2 is the hourly rate for union Supervisors Level 1. It is also applicable to union members relieving in union Supervisors Level 1 positions or union members relieving in Level 1 Trades Supervisory Positions. Rate is based on PWU Journeyperson Rate, Regional Maintainer 1 Rate or WSD Civil Maintainer 1 Rate x 1.22.

Trade Group 3, Grade 3A applicable to Schedule 25 (Group 03, Step 5).

Labour Relations
 Effective: October 1, 2013

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 27 - MOTIVE POWER TRADES
 - Dollars per Hour

GRADE (GROUP)	TRADE	<u>LEARNER</u>				<u>IMPROVER</u>			<u>JPER</u>	<u>JPER</u>	<u>UTS</u>
		<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>AA</u>	<u>LVL 3</u>
01	Regional Field Mechanic; Transport & Work Equipment Mechanic (1)	25.16	27.25	29.35	31.45	33.54	35.64	37.74	39.83	41.93	45.28
07	Autobody Fabricator; Hydraulics & Automotive Machinist;	23.83	25.82	27.80	29.79	31.78	33.76	35.75	38.43	39.72	42.90
02	Regional Shop Mechanic Transport Mechanic; Work Equipment Mechanic; Auto Body Repairer (1)	<u>23.06</u>	<u>24.98</u>	<u>26.90</u>	<u>28.82</u>	<u>31.51</u>	<u>33.82</u>	<u>36.12</u>	<u>38.43</u>		41.50
03	Automotive Painter (2)	<u>22.49</u>	<u>24.88</u>	<u>27.27</u>	<u>31.68</u>	<u>36.75</u>					39.69
06	Fuel and Electrical Systems Mechanic (3)	22.49	24.88	27.27	31.68	36.75					39.69
04	Accessories Installer	<u>22.62</u>	<u>24.97</u>	<u>27.32</u>	<u>35.07</u>						37.88
05	Service Station Attendant	<u>22.36</u>	<u>24.63</u>	<u>29.93</u>							32.32

All progressions shall be in accordance with Item 3 of Part A.

NOTES:

- (1) For all Trade Group 1 and 2 Jobs, progressions are on 6-month intervals until Step 4 is reached and are then on an anniversary basis until Journeyperson level is reached.
- (2) For Trade Group 3 jobs, progressions are on 6-month intervals until Journeyperson level is reached.
- (3) For Trade Group 6 jobs, progressions are on 6-month intervals until Step 2 is reached and are then on an anniversary basis until Journeyperson level is reached.

Labour Relations
Effective: October 1, 2013

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 28
REGIONAL MAINTAINERS
 - Dollars per Hour

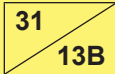
<u>GRADE</u>	<u>TRADE</u>	<u>LEARNER</u>			<u>IMPROVER</u>			<u>REGIONAL MAINTAINER 2</u>		<u>REG MAIN 1</u>	<u>UTS LVL 3</u>	
		<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>	
01	Regional Maintainer-Lines; Regional Maintainer - Electrical; Regional Maintainer - Mechanical; Regional Maintainer - Cable Splicer. Customer Service Representative - I	23.83	25.82	27.80	29.79	31.78	35.75	39.72	41.31	42.90	46.33	
		<u>LEARNER</u>			<u>IMPROVER</u>			<u>REGIONAL OR WSD</u>			<u>UTS</u>	
		<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>MAIN 2</u>	<u>MAIN 1</u>	<u>LVL 3</u>
02	Regional Maintainer - Civil; Regional Maintainer - Forestry;	23.05	24.97	26.89	28.82	31.50	34.81	38.42	40.34			43.57

NOTES:

Progressions are on 6-month intervals until step 4 is reached and are then on an anniversary basis until the Maintainer 1 level is reached.

All progressions shall be in accordance with Item 3 of Part A.

Labour Relations
Effective: October 1, 2013



HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 31
TRADES - SERVICES (WEEKLY RATED)
- DOLLARS PER WEEK

<u>GRADE</u>	<u>TITLE</u>	<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>UTS</u>	<u>SUPV</u>
						<u>LVL 3</u>	<u>LEVEL 2</u>
						<u>STEP 4</u>	<u>STEP 5</u>
16	Janitor 'A'		1,093.96	1,195.58		1,291.23	1,398.83

This schedule is applicable to a 40-hour work week.

All progressions shall be in accordance with Item 3 of Part A.

Labour Relations
Effective: October 1, 2013

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 32 - TRADES - SERVICES (HOURLY RATED)

- Dollars per Hour

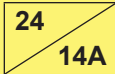
<u>GRADE</u>	<u>TITLE</u>	<u>STEP 0*</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>UTS SUPV</u>	
						<u>LVL 3</u>	<u>LVL 2</u>
						<u>STEP 7</u>	<u>STEP 8</u>
04	Office Cleaner**	23.28				25.14	
09	Vehicle Services Attn	31.83					37.24
10	Truck Driver Class 3	29.70	31.07	31.83			
11	Truck Driver Class 2	31.07	31.99	32.95			
12	Truck Driver Class 1	31.86	33.25	34.82			
16	Stockkeeper Helper	29.87	31.30	32.54			
18	Stockhandler	31.06	32.43	33.36	36.03	39.03	
19	Forklift Operator	31.75	33.15	34.10			39.90
21	Stockkeeper, Waste Co-Ordinator	35.38	36.38	37.12	40.09	43.43	
30	Material Handler 'B'	31.06	32.43	33.36	36.03	39.03	
31	Material Handler 'A'	31.75	33.15	34.10	36.83	39.90	

* First increase six months after starting date.

** 27.5 hours per week.

All progressions shall be in accordance with Item 3 of Part A.

Labour Relations
Effective: October 1, 2013



HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 24 - REPRODUCTION & GRAPHIC SERVICES
- Dollars per Hour

<u>GRADE</u>	<u>TRADE</u>	<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	UTS	SUPV
							<u>LVL 3</u>	<u>LEVEL</u>
							<u>STEP 7</u>	<u>STEP 8</u>
01	Cameraperson, Litho Press Operator I		40.79	41.87	42.94		46.38	
04	Micrographic Worker II, Film Quality Inspector, Photocompositor I, Press Operator			34.59	36.76		39.70	43.01

Advancement through trade groups is not automatic.

All progressions shall be in accordance with Item 3 of Part A.

RULES OF APPLICATION

- (1) All jobs on Wage Schedule 24 will be advertised within the Reproduction and Graphics Services Department when they become vacant
- (2) Step 1 does not apply to the classification of Camerapersons.

Labour Relations
Effective: April 1, 2014

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 25 - TRADES
 - Dollars per Hour

GRADE (GROUP)	TRADE	LEARNER		IMPROVER		JPER		JPER	UTS	UTS	
		STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
01	Customer Service Representative 'A'; Electrician; Fitter Mechanic; Instrument Mechanic; Powerline Maintainer; Machinist; Mechanic 'A'; P.M. Electrician 'A'; Welder 'A' Cable Splicer. (2), Switching Agent	24.19	26.21	28.22	30.24	32.26	36.29	40.32	42.34	43.55	
02	Building Mechanic; Carpenter; Crane Operator (Licensed) 20 tons and over; Forester; Mechanic; Mechanic B (1); Meter Mechanic; P.M. Electrician B Pipefitter; Tinsmith; Rigger; Welder B; Underground Cable Stakeout Person; Power Equipment Component Refinisher. (2)	23.40	25.35	27.30	29.25	31.98	35.33	39.00	40.95	42.12	
03	Asst Mechanic; Crane Operator (licensed) 8 tons and under 20 tons; Customer Service Representative; Mechanic C (1); Meter Repairer; Painter; Tool & Equipment Repair Person. (3) Regional Site Maintenance Person (3A) Assistant Power Maintenance Electrician I	<u>LEARNER</u> 22.83	25.25	<u>IMPROVER</u> 27.68	32.15	<u>JPER</u> 37.30	<u>(3A)</u> 37.71	<u>JPER</u> 39.17	<u>AA</u> 40.28	<u>UTS</u> 40.73	<u>UTS</u> 40.73
04	Assistant Power Maintenance Electrician Crane Operator (Licensed) under 8 tons; Maintenance Worker; Meter Reader, Asst Cable Splicer. (3) Station Maintenance & Inspection; Meter Reader/Data Collector	<u>LEARNER</u> 22.87	25.29	<u>IMP'R</u> 27.71	<u>JPER</u> 35.62	<u>(4A)</u> 36.73		<u>JPER</u> 37.40	<u>AA</u> 38.47	<u>UTS</u> 38.47	
05	Handyperson (4)		22.88	29.31	32.31	33.93				34.89	
06	Powerline Ground Assistant		29.32	30.98	32.58	34.21				35.19	
07	Powerline Maintainer Special (5)		37.30								
08	Labourer (6)		<u>STEP 0</u> 22.88	<u>STEP 1</u> 26.42	<u>STEP 2</u> 29.35						
09	Summer Student (7)		17.44	18.89							
10	Meter Reader B		22.19	25.42							
11	Supervising Meter Reader; Supervising Meter Reader/Data Collector		40.96								
									<u>UTS</u> LVL 3	<u>SUPV</u> LEVEL 2	
									<u>STEP 3</u>	<u>STEP 4</u>	
									31.70	34.34	

See Page 2 for Explanatory Notes

NOTES:

- (1) Advancement from Mechanic C to B or A is not automatic.
- (2) For all Trade Group 1 and 2 jobs, progressions are on 6-month intervals until step 4 is reached and are then on an anniversary basis until Journeyperson level is reached.
- (3) For all Trade Group 3 and 4 jobs, first increase six months after start, second increase twelve months after starting date. All other progressions are on an anniversary basis until Journeyperson level is reached.
- (3A) Step 5 is used for Regional Site Maintenance employees who are required to hold a valid MOEE Herbicide Land Exterminator Class 01 licence. The base rate for Step 5 will be 41 cents per hour above Step 4, retroactive to January 1, 1999.
- (4) First increase six months after starting date.
- (4A) Step 5 is used as a step-up rate for Meter Reader/Data Collector employees required to perform Cable Locates.
- (5) Not a hiring classification. Restricted for use of retrogressed Powerline Maintainers or former Rural Linepersons who are not fully qualified to perform the duties of their present positions.
- (6) Progressions are on six (6) month intervals until Step 2 is reached.
- (7) Step 0 paid for first year of employment, Step 1 paid for second year of employment.

NOTE: In the Trades' schedule, when an employee not at the maximum rate for his/her group is regraded, he/she will receive the rate of the corresponding year in the higher group and retain the same progression date.

All progressions shall be in accordance with Item 3 of Part A.

Labour Relations
Effective: April 1, 2014

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 26 - WORKING SUPERVISORS
 - Dollars per Hour

SCHEDULE 25

<u>TRADE GROUP</u>	<u>GRADE</u>	<u>GROUP 1</u>	<u>GROUP 2</u>
		<u>STEP 1</u>	<u>STEP 2</u>
01	01	47.17	49.19
02	02	45.63	47.58
03	03	43.64	45.51
03	3A	44.12	46.01
04	04	41.68	43.46
05	05	37.80	39.42

SCHEDULE 27

<u>TRADE GROUP</u>	<u>GRADE</u>	<u>GROUP 1</u>	<u>GROUP 2</u>
		<u>STEP 1</u>	<u>STEP 2</u>
01	11	49.80	51.92
02	12	45.64	47.59
03	13	43.64	45.51
04	14	41.65	43.43
05	15	35.54	37.06

SCHEDULE 28

<u>TRADE GROUP</u>	<u>GRADE</u>	<u>GROUP 1</u>	<u>GROUP 2</u>
		<u>STEP 1</u>	<u>STEP 2</u>
01	21	50.95	53.13
02	22	47.91	49.96

NOTES:

These grades are applicable to PWU Supervisors who supervise employees paid from Schedules 25, 27 and 28 and for union members who relieve in Trades Supervisory positions.

Group 1 is the hourly rate for union Supervisors Level 2. It is also applicable to union members relieving in union Supervisors Level 2 positions or union members relieving in Level 2 Trades Supervisory Positions. Rate is based on PWU Journeyperson Rate, Regional Maintainer 1 Rate or WSD Civil Maintainer 1 Rate x 1.17.

Group 2 is the hourly rate for union Supervisors Level 1. It is also applicable to union members relieving in union Supervisors Level 1 positions or union members relieving in Level 1 Trades Supervisory Positions. Rate is based on PWU Journeyperson Rate, Regional Maintainer 1 Rate or WSD Civil Maintainer 1 Rate x 1.22.

Trade Group 3, Grade 3A applicable to Schedule 25 (Group 03, Step 5).

Labour Relations
Effective: April 1, 2014

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 27 - MOTIVE POWER TRADES
 - Dollars per Hour

GRADE (GROUP)	TRADE	<u>LEARNER</u>				<u>IMPROVER</u>			<u>J'PER</u>	<u>J'PER</u>	<u>AA</u>	<u>UTS</u>
		<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>LVL 3</u>	<u>STEP 9</u>
01	Regional Field Mechanic; Transport & Work Equipment Mechanic (1)	25.54	27.66	29.79	31.92	34.05	36.18	38.30	40.43	42.56	45.96	
07	Autobody Fabricator; Hydraulics & Automotive Machinist;	24.19	26.21	28.22	30.24	32.26	34.27	36.29	39.01	40.32	43.55	
02	Regional Shop Mechanic Transport Mechanic; Work Equipment Mechanic; Auto Body Repairer (1)	<u>23.41</u>	<u>25.36</u>	<u>27.31</u>	<u>29.26</u>	<u>31.99</u>	<u>34.33</u>	<u>36.67</u>	<u>39.01</u>		42.13	
03	Automotive Painter (2)	<u>22.83</u>	<u>25.25</u>	<u>27.68</u>	<u>32.15</u>	<u>37.30</u>					40.28	
06	Fuel and Electrical Systems Mechanic (3)	22.83	25.25	27.68	32.15	37.30					40.28	
04	Accessories Installer	<u>22.96</u>	<u>25.35</u>	<u>27.73</u>	<u>35.60</u>						38.45	
05	Service Station Attendant	<u>22.69</u>	<u>25.00</u>	<u>30.38</u>							32.81	

All progressions shall be in accordance with Item 3 of Part A.

NOTES:

- (1) For all Trade Group 1 and 2 jobs, progressions are on 6-month intervals until Step 4 is reached and are then on an anniversary basis until Journeyman level is reached.
- (2) For Trade Group 3 jobs, progressions are on 6-month intervals until Journeyman level is reached.
- (3) For Trade Group 6 jobs, progressions are on 6-month intervals until Step 2 is reached and are then on an anniversary basis until Journeyman level is reached.

Labour Relations
 Effective: April 1, 2014

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 28
REGIONAL MAINTAINERS
 - Dollars per Hour

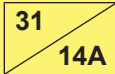
<u>GRADE</u> <u>(GROUP)</u>	<u>TRADE</u>	<u>LEARNER</u>		<u>IMPROVER</u>			<u>REGIONAL MAINTAINER 2</u>		<u>REG</u>	<u>UTS</u>	
		<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>
		01	Regional Maintainer-Lines; Regional Maintainer - Electrical; Regional Maintainer - Mechanical. Regional Maintainer - Cable Splicer. Customer Service Representative - I	24.19	26.21	28.22	30.24	32.26	36.29	40.32	41.93

		<u>LEARNER</u>			<u>IMPROVER</u>			<u>REGIONAL OR WSD</u>		<u>UTS</u>	
		<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>
		02	Regional Maintainer - Civil; Regional Maintainer - Forestry;	23.40	25.35	27.30	29.25	31.98	35.33	39.00	40.95

NOTES:

Progressions are on 6-month intervals until step 4 is reached and are then on an anniversary basis until the Maintainer 1 level is reached.

All progressions shall be in accordance with Item 3 of Part A.



HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 31
TRADES - SERVICES (WEEKLY RATED)
- DOLLARS PER WEEK

<u>GRADE</u>	<u>TITLE</u>	<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>UTS</u>	<u>SUPV</u>
						<u>LVL 3</u>	<u>LEVEL 2</u>
						<u>STEP 4</u>	<u>STEP 5</u>
16	Janitor 'A'		1,110.36	1,213.51		1,310.59	1,419.81

This schedule is applicable to a 40-hour work week.

All progressions shall be in accordance with Item 3 of Part A.

Labour Relations
Effective: April 1, 2014

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 32 - TRADES - SERVICES (HOURLY RATED)
 - Dollars per Hour

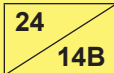
GRADE	TITLE	STEP 0*	STEP 1	STEP 2	STEP 3	UTS SUPV	
						LVL 3	LVL 2
		STEP 0*	STEP 1	STEP 2	STEP 3	STEP 7	STEP 8
04	Office Cleaner**	23.63				25.52	
09	Vehicle Services Attn	32.31					37.80
10	Truck Driver Class 3	30.15	31.53	32.31			
11	Truck Driver Class 2	31.53	32.47	33.44			
12	Truck Driver Class 1	32.34	33.75	35.34			
16	Stockkeeper Helper		30.32	31.77	33.03		
18	Stockhandler		31.52	32.91	33.86	36.57	39.62
19	Forklift Operator		32.22	33.64	34.61		40.49
21	Stockkeeper, Waste Co-Ordinator		35.91	36.93	37.68	40.69	44.09
30	Material Handler 'B'		31.52	32.91	33.86	36.57	39.62
31	Material Handler 'A'		32.22	33.64	34.61	37.38	40.49

* First increase six months after starting date.

** 27.5 hours per week.

All progressions shall be in accordance with Item 3 of Part A.

Labour Relations
 Effective: April 1, 2014



HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 24 - REPRODUCTION & GRAPHIC SERVICES
- Dollars per Hour

<u>GRADE</u>	<u>TRADE</u>	<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>UTS</u>	<u>SUPV</u>
							<u>LVL 3</u>	<u>LEVEL 2</u>
							<u>STEP 7</u>	<u>STEP 8</u>
01	Cameraperson, Litho Press Operator I		41.20	42.29	43.37		46.84	
04	Micrographic Worker II, Film Quality Inspector, Photocompositor I, Press Operator			34.94	37.13		40.10	43.44

Advancement through trade groups is not automatic.

All progressions shall be in accordance with Item 3 of Part A.

RULES OF APPLICATION

- (1) All jobs on Wage Schedule 24 will be advertised within the Reproduction and Graphics Services Department when they become vacant
- (2) Step 1 does not apply to the classification of Camerapersons.

Labour Relations
Effective: October 1, 2014

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 25 - TRADES
 - Dollars per Hour

GRADE (GROUP)	TRADE	LEARNER			IMPROVER			JPER	JPER	UTS	UTS
		STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	AA	LVL 3	LVL 3A
01	Customer Service Representative 'A'; Electrician; Fitter Mechanic; Instrument Mechanic; Powerline Maintainer; Machinist; Mechanic 'A'; P.M. Electrician 'A'; Welder 'A' Cable Splicer. (2), Switching Agent	24.43	26.47	28.50	30.54	32.58	36.65	40.72	42.76	43.98	
02	Building Mechanic; Carpenter; Crane Operator (Licensed) 20 tons and over; Forester; Mechanic; Mechanic B (1); Meter Mechanic; P.M. Electrician B Pipefitter; Tinsmith; Rigger; Welder B; Underground Cable Stakeout Person; Power Equipment Component Refinisher. (2)	23.63	25.60	27.57	29.54	32.30	35.69	39.39	41.36	42.54	
03	Asst Mechanic; Crane Operator (licensed) 8 tons and under 20 tons; Customer Service Representative; Mechanic C (1); Meter Repairer; Painter; Tool & Equipment Repair Person. (3) Regional Site Maintenance Person (3A) Assistant Power Maintenance Electrician I	<u>LEARNER</u> 23.05	25.50	<u>IMPROVER</u> 27.95	32.47	<u>JPER</u> 37.67	<u>(3A)</u> 38.08		<u>JPER</u> AA 39.55	<u>UTS</u> LVL 3 40.68	<u>UTS</u> LVL 3A 41.13
04	Assistant Power Maintenance Electrician Crane Operator (Licensed) under 8 tons; Maintenance Worker; Meter Reader, Asst Cable Splicer. (3) Station Maintenance & Inspection; Meter Reader/Data Collector	<u>LEARNER</u> 23.10	25.55	<u>IMP'R</u> 27.99	<u>JPER</u> 35.98	<u>(4A)</u> 37.10		<u>JPER</u> AA 37.78	<u>UTS</u> LVL 3 38.86		
05	Handyperson (4)									UTS LVL 3 STEP 7 35.24	
06	Powerline Ground Assistant									35.54	
07	Powerline Maintainer Special (5)										
08	Labourer (6)	<u>STEP 0</u> 23.10	<u>STEP 1</u> 26.68	<u>STEP 2</u> 29.64							
09	Summer Student (7)	17.61	19.08								
10	Meter Reader B			22.41	25.67						
11	Supervising Meter Reader; Supervising Meter Reader/Data Collector			41.38							
										UTS SUPV LVL 3 LEVEL 2 STEP 3 STEP 4 32.01 34.68	

See Page 2 for Explanatory Notes

NOTES:

- (1) Advancement from Mechanic C to B or A is not automatic.
- (2) For all Trade Group 1 and 2 jobs, progressions are on 6-month intervals until step 4 is reached and are then on an anniversary basis until Journeyperson level is reached.
- (3) For all Trade Group 3 and 4 jobs, first increase six months after start, second increase twelve months after starting date. All other progressions are on an anniversary basis until Journeyperson level is reached.
- (3A) Step 5 is used for Regional Site Maintenance employees who are required to hold a valid MOEE Herbicide Land Exterminator Class 01 licence. The base rate for Step 5 will be 41 cents per hour above Step 4, retroactive to January 1, 1999.
- (4) First increase six months after starting date.
- (4A) Step 5 is used as a step-up rate for Meter Reader/Data Collector employees required to perform Cable Locates.
- (5) Not a hiring classification. Restricted for use of retrogressed Powerline Maintainers or former Rural Linepersons who are not fully qualified to perform the duties of their present positions.
- (6) Progressions are on six (6) month intervals until Step 2 is reached.
- (7) Step 0 paid for first year of employment, Step 1 paid for second year of employment.

NOTE: In the Trades' schedule, when an employee not at the maximum rate for his/her group is regraded, he/she will receive the rate of the corresponding year in the higher group and retain the same progression date.

All progressions shall be in accordance with Item 3 of Part A.

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 26 - WORKING SUPERVISORS
 - Dollars per Hour

SCHEDULE 25

<u>TRADE GROUP</u>	<u>GRADE</u>	<u>GROUP 1</u>	<u>GROUP 2</u>
		<u>STEP 1</u>	<u>STEP 2</u>
01	01	47.64	49.68
02	02	46.09	48.06
03	03	44.07	45.96
03	3A	44.55	46.46
04	04	42.10	43.90
05	05	38.18	39.81

SCHEDULE 27

<u>TRADE GROUP</u>	<u>GRADE</u>	<u>GROUP 1</u>	<u>GROUP 2</u>
		<u>STEP 1</u>	<u>STEP 2</u>
01	11	50.30	52.45
02	12	46.10	48.07
03	13	44.07	45.96
04	14	42.07	43.87
05	15	35.90	37.43

SCHEDULE 28

<u>TRADE GROUP</u>	<u>GRADE</u>	<u>GROUP 1</u>	<u>GROUP 2</u>
		<u>STEP 1</u>	<u>STEP 2</u>
01	21	51.46	53.66
02	22	48.39	50.46

NOTES:

These grades are applicable to PWU Supervisors who supervise employees paid from Schedules 25, 27 and 28 and for union members who relieve in Trades Supervisory positions.

Group 1 is the hourly rate for union Supervisors Level 2. It is also applicable to union members relieving in union Supervisors Level 2 positions or union members relieving in Level 2 Trades Supervisory Positions. Rate is based on PWU Journeyperson Rate, Regional Maintainer 1 Rate or WSD Civil Maintainer 1 Rate x 1.17.

Group 2 is the hourly rate for union Supervisors Level 1. It is also applicable to union members relieving in union Supervisors Level 1 positions or union members relieving in Level 1 Trades Supervisory Positions. Rate is based on PWU Journeyperson Rate, Regional Maintainer 1 Rate or WSD Civil Maintainer 1 Rate x 1.22.

Trade Group 3, Grade 3A applicable to Schedule 25 (Group 03, Step 5).

Labour Relations
 Effective: October 1, 2014

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 27 - MOTIVE POWER TRADES
 - Dollars per Hour

GRADE (GROUP)	TRADE	<u>LEARNER</u>				<u>IMPROVER</u>			<u>J'PER</u>	<u>J'PER</u>	<u>AA</u>	<u>UTS</u> <u>LVL 3</u>
		<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>	
01	Regional Field Mechanic; Transport & Work Equipment Mechanic (1)	25.79	27.94	30.09	32.24	34.39	36.54	38.69	40.84	42.99	46.43	
07	Autobody Fabricator; Hydraulics & Automotive Machinist;	24.43	26.47	28.50	30.54	32.58	34.61	36.65	39.40	40.72	43.98	
02	Regional Shop Mechanic Transport Mechanic; Work Equipment Mechanic; Auto Body Repairer (1)	<u>LEARNER</u>				<u>IMPROVER</u>			<u>J'PER</u>			42.55
		23.64	25.51	27.58	29.55	32.31	34.67	37.04	39.40			
03	Automotive Painter (2)	<u>LEARNER</u>		<u>IMPROVER</u>		<u>J'PER</u>					40.68	
		23.05	25.50	27.95	32.47	37.67						
06	Fuel and Electrical Systems Mechanic (3)	23.05	25.50	27.95	32.47	37.67					40.68	
04	Accessories Installer	<u>LEARNER</u>		<u>IMPR</u>	<u>J'PER</u>						38.84	
		23.19	25.60	28.01	35.96							
05	Service Station Attendant	<u>LRNR</u>	<u>IMPR</u>	<u>J'PER</u>							33.13	
		22.92	25.25	30.68								

All progressions shall be in accordance with Item 3 of Part A.

NOTES:

- (1) For all Trade Group 1 and 2 jobs, progressions are on 6-month intervals until Step 4 is reached and are then on an anniversary basis until Journeyman level is reached.
- (2) For Trade Group 3 jobs, progressions are on 6-month intervals until Journeyman level is reached.
- (3) For Trade Group 6 jobs, progressions are on 6-month intervals until Step 2 is reached and are then on an anniversary basis until Journeyman level is reached.

Labour Relations
 Effective: October 1, 2014

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 28
REGIONAL MAINTAINERS
 - Dollars per Hour

<u>GRADE</u>	<u>(GROUP)</u>	<u>TRADE</u>	<u>LEARNER</u>			<u>IMPROVER</u>			<u>REGIONAL</u>		<u>REG</u>	<u>UTS</u>
			<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>MAINTAINER 2</u>	<u>MAIN 1</u>	<u>STEP 6</u>	<u>STEP 7</u>
01		Regional Maintainer-Lines; Regional Maintainer - Electrical; Regional Maintainer - Mechanical. Regional Maintainer - Cable Splicer. Customer Service Representative - I	24.43	26.47	28.50	30.54	32.58	36.65	40.72	42.35	43.98	47.50

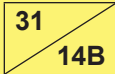
	<u>TRADE</u>	<u>LEARNER</u>			<u>IMPROVER</u>			<u>REGIONAL OR WSD</u>		<u>UTS</u>
		<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>MAIN 2</u>	<u>MAIN 1</u>	<u>LVL 3</u>
02	Regional Maintainer - Civil; Regional Maintainer - Forestry;	23.63	25.60	27.57	29.54	32.30	35.69	39.39	41.36	44.67

NOTES:

Progressions are on 6-month intervals until step 4 is reached and are then on an anniversary basis until the Maintainer 1 level is reached.

All progressions shall be in accordance with Item 3 of Part A.

Labour Relations
 Effective: October 1, 2014



HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 31
TRADES - SERVICES (WEEKLY RATED)
- DOLLARS PER WEEK

<u>GRADE</u>	<u>TITLE</u>	<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>UTS</u>	<u>SUPV</u>
						<u>LVL 3</u>	<u>LEVEL 2</u>
						<u>STEP 4</u>	<u>STEP 5</u>
16	Janitor 'A'		1,121.47	1,225.65		1,323.70	1,434.01

This schedule is applicable to a 40-hour work week.

All progressions shall be in accordance with Item 3 of Part A.

Labour Relations
Effective: October 1, 2014

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 32 - TRADES - SERVICES (HOURLY RATED)

- Dollars per Hour

GRADE	TITLE	STEP 0*	STEP 1	STEP 2	STEP 3	UTS		SUPV	
						LVL 3	LVL 2	LVL 3	LVL 2
04	Office Cleaner**	23.87				25.78			
09	Vehicle Services Attn	32.63						38.18	
10	Truck Driver Class 3	30.44	31.85	32.63					
11	Truck Driver Class 2	31.85	32.79	33.77					
12	Truck Driver Class 1	32.66	34.08	35.69					
16	Stockkeeper Helper		30.62	32.09	33.36				
18	Stockhandler		31.84	33.24	34.20	36.94		40.01	
19	Forklift Operator		32.55	33.98	34.96			40.90	
21	Stockkeeper, Waste Co-Ordinator		36.27	37.30	38.06	41.10		44.53	
30	Material Handler 'B'		31.84	33.24	34.20	36.94		40.01	
31	Material Handler 'A'		32.55	33.98	34.96	37.76		40.90	

* First increase six months after starting date.

** 27.5 hours per week.

All progressions shall be in accordance with Item 3 of Part A.

Labour Relations
 Effective: October 1, 2014

NOTES

NOTES

NOTES

NOTES

PART C
CONTROLLERS/DISPATCHERS/TRAINEEES

TABLE OF CONTENTS
PART C

	Page Number
1.0 WAGE RATES	C-4
2.0 CONTROLLERS/DISPATCHERS' ORGANIZATIONAL STRUCTURE.....	C-4
2.1 Application.....	C-4
2.2 Application of Controllers/Dispatchers Organizational Stucture	C-4
3.0 SUPERVISORY DUTIES	C-4
4.0 ON CALL CONTROLLERS/DISPATCHERS SALARY SCHEDULES.....	C-5
5.0 MEAL PROVISIONS	C-5
5.1 Provision of Meals	C-5
5.2 Meal Periods	C-5
6.0 RELIEF WORK, ACTING IN VACANCIES & TEMPORARY AND ROTATIONAL ASSIGNMENTS.....	C-6
6.1 Selection to/Acting in Vacancies	C-6
6.2 Relief Work In a Non-Union Position.....	C-6
7.0 SHIFT WORK.....	C-6
7.1 Regular Controllers/Dispatchers	C-7
7.1.1 Master Work Schedule	C-7
7.1.2 Time Balance	C-7
7.1.3 Revisions to Master Work Schedule	C-7
7.1.4 Penalties	C-8
7.2 Controller/Dispatcher Trainees and Surplus Controllers/Dispatchers	C-9
7.2.1 Work Schedule (Supernumerary)	C-9
7.2.2 Revisions to Work Schedule.....	C-9
7.2.3 Transfers between Work Schedule and Master Work Schedule	C-9
7.2.4 Penalties	C-10
7.3 Controller/Dispatcher Trainees	C-10
7.3.1 Work Schedule (Supernumerary)	C-10

	Page Number
7.3.2	Revisions to Work Schedule..... C-10
7.3.3	Transfers between Work Schedule and Master Work Schedule C-10
7.3.4	Penalties C-11
7.4	Miscellaneous Scheduling Provisions C-11
7.4.1	Administration C-11
7.4.2	Changing Positions on a Shift C-11
7.4.3	Definition C-11
7.4.4	Training C-11
7.4.5	Floating Statutory Holiday..... C-12
7.5	Twelve-Hour Shifts – Controllers/Dispatchers C-12
7.5.1	Implementation C-12
7.5.2	Scheduling Provisions C-12
7.5.3	Election Coverage..... C-14
7.5.4	Administration of Entitlements C-14
7.6	Forty-Hour Per Week Controller/Dispatchers/Trainees C-15
7.6.1	Non-shift Day Controller/Dispatchers C-15
7.7	Differential for Shift Work..... C-16
8.0	OVERTIME PROVISIONS C-16
8.1	Overtime Definitions..... C-16
8.2	Minimum Payments..... C-17
8.2.1	Emergency Overtime..... C-17
8.2.2	Prearranged Overtime C-17
8.3	Premium Payments..... C-18
8.3.1	Payment for Overtime..... C-18
8.3.2	Scheduled Work..... C-18
8.3.3	Cancelled Vacation Days..... C-18
8.4	Special Provisions Concerning Overtime..... C-19
8.5	Overtime – Regular Part-Time and Temporary Part-Time Employees..... C-19
8.6	Equivalent Time Off Without Pay C-20

PART C
CONTROLLERS/DISPATCHERS AND TRAINEES

Specific Matters of Agreement

1.0 WAGE RATES

Controllers/dispatchers and trainees will be paid on the basis of an hourly rate. Basic wage, shift bonus, and all premium time entitlement shall be at an hourly rate with balanced weekly payments of the basic wage.

Wage rates shall be in accordance with wage schedule 30 which is part of this Agreement.

2.0 CONTROLLERS/DISPATCHERS ORGANIZATIONAL STRUCTURE

2.1 Application

Refer to arbitration award HO-P-8, HO-P-10, HO-O-20 and HO-0-21, dated May 30, 2002, for a description of the controller/dispatcher organization structure.

2.2 Application of Controller/Dispatcher Organizational Structure

Where it is mutually recognized that a problem or problems exist regarding the application of the controller/dispatcher organizational structure, a meeting of the Union and the Company will be called to resolve these specific problems. However, individual problems regarding the interpretation and application of the method will be initially dealt with in the field between the employee and his/her supervisor.

3.0 SUPERVISORY DUTIES

Under normal circumstances controller/dispatcher/trainee's non- union supervisor's duties are of a supervisory nature. His/her principal responsibility is to guide and direct his/her staff in the safe and proper performance of their work. It is necessary for him/her to gauge the degree of supervision required by the employees under his/her direction. Normally, a non-union supervisor must not take the place of a controller/dispatcher.

In the event that an emergent condition arises, a controller/dispatcher must be called in. However, when such a controller/dispatcher is not immediately available, the non-union supervisor may perform whatever duties are necessary until the controller/dispatcher can report for duty.

4.0 ON CALL CONTROLLERS/DISPATCHERS/TRAINEES

On call is the term used to cover on-call service performed by controllers/dispatchers/trainees. While on call they are allowed up to a maximum of one (1) hour between the time they are called and the time when they report to work.

The rate of pay for on-call duty will be one-half hour at the employee's basic hourly rate per day, except for Saturdays, Sundays and statutory holidays when the rate will be one (1) hour at the employee's basic hourly rate per day. An employee required to report to work for on-call duty shall be paid for his/her working time in accordance with the standard regulations governing overtime, including the regulation governing work performed on a short call basis.

On-call duty by controllers/dispatchers/trainees will be on a purely voluntary, individual basis.

5.0 MEAL PROVISIONS

5.1 Provision of Meals

In recognition of the importance of regular meals to an individual's health and effectiveness on the job, the Company will supply meals as outlined below and when required, will assign an employee to secure the meals.

- (a) Employees provide their own meals on regular days of work.
- (b) When an employee works overtime on a regular day off, he/she will be expected to provide one meal if 23 hours notice has been given.
- (c) When an employee works extension overtime before or after normal scheduled hours, all required meals will be provided by the Company. The first meal (or meal allowance) will be provided when two (2) hours of overtime are worked. Subsequent meals or meal allowances will be provided every four (4) hours of overtime worked thereafter.
- (d) When meals cannot be reasonably obtained¹, an allowance of \$15.00 per meal will be paid.

5.2 Meal Periods

- (a) Employees on day work shall take a meal period designated by the Company and shall not be paid for this time (unless otherwise provided for in the Collective Agreement).
- (b) Employees on shift work shall eat their meals during the shift hours as conditions permit.

¹ 'Reasonably obtained' is to be defined locally by Union and Management.

- (c) When an employee works extension overtime, no time shall be deducted for eating such meals where the employee eats the meal on the job and in a minimum of time.

6.0 RELIEF WORK, ACTING IN VACANCIES & TEMPORARY AND ROTATIONAL ASSIGNMENTS

6.1 Selection to/Acting in Vacancies

Selection to positions in the controller/dispatcher/trainee wage schedule to be made within 90 days after the vacancy is created providing there is a suitable applicant.

6.2 Relief Work In a Non-Union Position

1. When a controller/dispatcher is used to supply relief in a non-union supervisory position he/she shall receive five percent (5%) above their base rate. When a controller/dispatcher is used to supply relief in a higher rated non-union non-supervisory position he/she shall receive three percent (3%) above their base rate.
2. The entitlement of controllers/dispatchers for payment of vacation days at a relief rate as outlined in 1. above will be determined by the amount of relief provided during the period from January 1st to December 31st each year. If relief has been provided for 50 percent (50%) or more of this time in a higher position, all vacation days taken during this same period will be paid at the higher rate. Time worked after a permanent promotion to a higher position will not be counted towards the 50 percent (50%) credit.
3. When a controller/dispatcher relieves in a non-union position and he/she acquires a lieu day (statutory holiday), the lieu day shall be paid at the higher rate.
4. When relieving in a non-union position during his/her normally scheduled hours of work, a controller/dispatcher shall be paid a minimum of four hours' pay at the appropriate relief rate, or the actual hours worked, whichever is greater.

7.0 SHIFT WORK

The content, preparation, posting and administration of shift schedules is the sole responsibility of the Company.

The posting of master shift schedules will be done in a manner that considers the needs of both the employee and the Company.

7.1 Regular Controllers/Dispatchers

7.1.1 Master Work Schedule

A six-month (commencing in January and July) master work schedule, averaging 40 hours per week, posted one month in advance, will be prepared and posted indicating the days, hours of work (shift) for each controller/dispatcher. The master work schedule will provide a minimum of 16 hours off between eight hour shifts.

7.1.2 Time Balance

1. The master work schedule shall have the time balance adjusted for each controller/dispatcher to zero on June 30 and December 31. Statutory holidays occurring and vacation allowances taken during the respective periods shall be included when computing time balances.
2. Plus time balances on the above dates shall be paid for at premium rates of pay.
3. Minus time balances which occur as a result of implementing the provisions of 7.1.2(1), 7.4.4 and 7.4.5 shall be worked off in the master work schedule in which they occur or the two-month period immediately following the establishment of the minus time, whichever is the greater.

7.1.3 Revisions to Master Work Schedule

Revisions to master work schedules should be done in a manner that mutually meets the needs of both the employee and the Company.

It is the Company's intent to minimize the impact of revisions to master work schedules on the affected employees consistent with good business practices.

This shall be accomplished by open discussion with all potentially affected employees to ensure:

- the impact of disruption to the employee's previously scheduled time off is considered
- that employees understand the impact of the changes on the cost to the Company.

Master work schedules may be subject to revisions as follows:

1. Individual controllers/dispatchers may be changed within the master work schedule for strengthening of shifts providing a

minimum of seven days' notice is given. The intention is that such changes shall normally be of a permanent nature.

In the case of illness, which would result in a staff shortage, four (4) days' advance notice will be given when placing an employee on shift.

2. Supernumerary hours of work may be changed within a calendar day to strengthen a shift providing a minimum notice of 16 non-working hours is given before the start of the first affected shift. If sufficient notice cannot be provided, this change will not be made.
3. With a minimum of four days' notice, supernumerary days of work may be interchanged with scheduled days off, for meetings (excluding meetings involving Union), interviews, short leaves of absence, familiarization trips, training programs and for additional help during heavy workload periods. If more than four weeks separates a scheduled supernumerary day from a scheduled day off or four days' notice cannot be given then these may not be interchanged.
4. Once per schedule per controller/dispatcher and with a minimum of four days' notice an individual controller/dispatcher may be temporarily transferred from his/her master work schedule to the master work schedule of a controller/dispatcher who will be absent for at least ten working days. Seven days' notice will apply for subsequent temporary transfers. Such transfers shall be for the purpose of staff shortages due to transfers, leaves of absence or the absence of a controller/dispatcher involved in training as outlined in 7.4.5. A controller/dispatcher so transferred shall be required to assume the schedule of the absent controller/dispatcher and two days' notice shall be given when returning to his/her normal master work schedule.

A maximum of two additional regular controllers/dispatchers may be temporarily transferred to fill in behind the relieving controller/dispatcher and their moves shall be governed by the foregoing of this item.

5. An individual controller/dispatcher's schedule on a master shift schedule may be changed without penalty, as a result of his/her request for an extension of his/her vacation as outlined in Part A Section 6.7(1)(d).

7.1.4 Penalties

1. Failure to comply with one month's advance posting, as indicated in 7.1.1 shall require the payment of premium rates for work performed under the new schedule for which one month's advance posting has not been provided.

2. Failure to give the required notice, as indicated in 7.1.2(1) shall require the payment of premium rates until the notice period has elapsed.

7.2 Controller/Dispatcher Trainees and Surplus Controller/Dispatchers

7.2.1 Work Schedule (Supernumerary)

When supernumerary, surplus controllers/dispatchers and trainees shall be given a four-week schedule, averaging 40 hours per week, posted one week in advance, showing days and hours of work.

7.2.2 Revisions to Work Schedule

Supernumerary schedules themselves may be subject to revisions for purposes of necessary training, as follows:

1. Once per schedule per controller/dispatcher/trainee, scheduled supernumerary days of work may be interchanged with scheduled days off providing a minimum of one days' notice is given. For subsequent occurrences (i.e., within that 4-week schedule) a minimum of four days' notice will be given. If more than four weeks separate a scheduled supernumerary day from a scheduled day off, then these may not be interchanged. The one day's notice provision applies only to trainees who have less than five years' service in the electrical operating discipline.
2. Supernumerary hours of work may be changed within a calendar day providing a minimum notice of 16 non-working hours is given before the start of the first affected shift.

7.2.3 Transfers between Work Schedule and Master Work Schedule

1. When transferring from a supernumerary schedule to the schedule of a regular controller/dispatcher position and also when returning to their supernumerary schedule they shall be given one day's notice providing the transfer involves a change in the hours of work.
2. Plus time that has accumulated as a result of having worked in master work schedules shall be scheduled as time off during the four-week period following the controllers/dispatchers' return to their supernumerary schedules. Failure to schedule this time off as outlined above, or a cancellation of such scheduled time off, shall require the payment of all remaining plus time at the appropriate premium rate.

3. When occupying a regular controller/dispatcher position they shall be subject to the provisions governing regular controllers/dispatchers as detailed in 7.0.

7.2.4 Penalties

1. Failure to comply with the one week's advance posting, as indicated in 7.2.1 shall require the payment of premium rates for work performed under the new schedule for which one week's advance posting has not been provided.
2. Failure to give the required notice, as indicated in 7.2.2(1), 7.2.2(2) and 7.2.3 shall require the payment of premium rates until the notice period has elapsed.

7.3 Controller/Dispatcher Trainees

7.3.1 Work Schedule (Supernumerary)

When supernumerary, trainees shall be given an eight-week schedule, averaging 40 hours per week, posted two weeks in advance, showing days and hours of work.

7.3.2 Revisions to Work Schedule

While adherence to the supernumerary schedule is desirable, flexible utilization of trainees' working time will, on occasion, necessitate change in days of work on 24 hours' notice and hours of work on 16 hours' notice.

7.3.3 Transfers between Work Schedule and Master Work Schedule

1. When transferring from a supernumerary schedule to the schedule of a regular controller/dispatcher position and also when returning to their supernumerary schedule they shall be given one day's notice providing the transfer involves a change in the hours of work.
2. Plus time that has accumulated as a result of having worked in master work schedules shall be scheduled as time off during the four-week period following the trainees' return to their supernumerary schedules. Failure to schedule this time off as outlined above, or cancellation of such scheduled time off, shall require the payment of all remaining plus time at the appropriate premium rate.
3. When occupying a regular controller/dispatcher position they shall be subject to the provisions governing regular controller/dispatcher as detailed in 7.0.

7.3.4 Penalties

Failure to comply with the two weeks' advance posting, as indicated in 7.3.1 shall require the payment of premium rates for work performed under the new schedule for which one week's advance posting has not been provided.

Failure to give the required notice, as indicated in 7.3.2 and 7.3.3 shall require the payment of premium rates until the notice period has elapsed.

7.4 Miscellaneous Scheduling Provisions

7.4.1 Administration

Although the content, preparation, posting and administration of shift schedules is the sole responsibility of the Company, the preference of the majority of controllers/dispatchers for a particular basic type of schedule will be adopted. Such preferences will be made known to the Company prior to commencement of preparation of new schedule.

However, if in the Company's opinion, the efficiency of the station or the health of a controller/dispatcher could be detrimentally affected by the chosen schedule, then the Company will provide the Union (chief steward) with reasons or medical opinions why the desired schedule cannot be implemented.

The preference of individual controller/dispatchers regarding vacation periods will be considered, providing such preferences are made known prior to commencement of preparation of new schedules.

Controller/dispatcher positions identified on the Master Work Schedule will normally be filled.

7.4.2 Changing Positions on a Shift

Changing of positions on a given shift shall not involve premium rates of pay.

7.4.3 Definition

Notice as referred to in this item shall be defined as per the following example: One day's notice shall mean 24 hours prior to the start of the first affected shift. Also, the notice period shall be deemed to commence coincident with the posting of the revised schedule.

7.4.4 Training

Regular and supernumerary controller/dispatchers (surplus, and trainees) may be temporarily transferred from their work schedules for purposes of job related formal training and development at locations where planned controller/dispatcher training is provided.

The controller/dispatcher being trained will be surplus to the regular staff complement but he/she may be assigned certain definite responsibilities as his/her training progresses.

The controller/dispatcher being trained will be assigned specific hours of work for the duration of the training period; these will be assigned at or before the time he begins training.

There will be no loss of basic earnings (40 hours time hourly rate) due to participation in any training program.

Seven days' notice shall be given to all participating controller/dispatchers except in the event of a late cancellation in which case an alternate controller/dispatcher may be selected and he/she may waive the notice period.

7.4.5 Floating Statutory Holiday

A floating holiday may be interchanged with a supernumerary day or with a day where step-up relief can be provided. Floating holidays may be taken in the 12 month period from January 1 to December 31.

7.5 Twelve-Hour Shifts – Controllers/Dispatchers

This item is applicable to all basic shift-working controller/dispatchers. Developmental staff may be permitted to work twelve-hour supernumerary shifts (excluding Items 7.5.1 and 7.5.2.1).

7.5.1 Implementation

To implement twelve-hour shifts or discontinue twelve-hour shifts at any location, 51% of all affected basic staff, must vote in favour by secret ballot. The vote will be administered by the controller/dispatcher Steward.

The implementation vote will be conducted sufficiently in advance to permit the posting of the Master Schedule. The amount of advanced notice will be determined by the local supervisor.

Those controller/dispatchers who do not normally provide continuous shift coverage will not be permitted to vote. Item 7.5.2.2 must be adhered to.

7.5.2 Scheduling Provisions

7.5.2.1 A posted time-balanced twelve-hour shift schedule with equitable rotation per Part C, Item 7.7, must be complemented by a manpower availability requirement (MAR) list to cover unexpected absences or unavailability of staff, so that no individual will normally be required to work continuously more than fourteen (14) hours.

The MAR list is optional based on a decision made by the employees covered by the schedule. If availability to provide shift coverage becomes a problem,

following discussions between the Chief Steward and local management, the following provisions for the MAR list and Item 7.5.2.2 will apply.

- i) The MAR list must identify at least one individual from the normal station complement authorized to work twelve-hour shifts, who is on a regular day off and capable of relieving on short notice any shift operating position vacated unexpectedly. Developmental staff may not be used for the express purpose of satisfying MAR list requirements.
- ii) The individual(s) identified on the MAR list must be available during the period two hours prior to and one hour after normal shift change times. This is not deemed to be time worked for any pay purposes.

7.5.2.2 Any new appointee must accept the posted twelve-hour shift schedule and MAR list as a condition of appointment; such appointees will vote for subsequent shift schedules and must accept the results.

Any controller/dispatcher/trainee used in replacing a basic position must accept the posted twelve-hour shift schedule and the MAR list obligations of the position involved.

7.5.2.3 Rescheduling and utilization of supernumerary time (all or a portion thereof) under circumstances and conditions in accordance with the Collective Agreement to cover part of a twelve-hour shift will not result in premium time payment.

7.5.2.4 No more than four (4) twelve-hour shifts may normally be scheduled in sequence and must be followed by a minimum of forty-eight (48) hours off. For cycles greater than thirty (30) days, one short change of twenty-four (24) hours off will be permitted per cycle.

7.5.2.5 When a regular shift commences before midnight and continues after midnight, e.g. 20:00 to 08:00, all hours during the continuous shift shall, for pay and time balance purposes, be recorded and treated as if they occurred during the calendar day in which the shift ends.

7.5.2.6 Shift changes between twelve-hour shifts will provide a minimum of twelve (12) hours off for the individual involved; shift changes from twelve-hour shifts to eight-hour shifts will provide a minimum of twelve (12) hours off; similarly, changes from eight (8) to twelve (12) hour shifts will provide a minimum of sixteen (16) hours off.

7.5.2.7 All vacation days, floating and statutory holidays, hours of work, and supernumerary days included on the Posted Master Schedule must be identified as being twelve (12), eight (8) or (4) hour shifts (vacation and supernumerary days).

7.5.3 Election Coverage

With particular regard to elections, it may be necessary to reschedule working hours of some or all individuals, without penalty.

To avoid the use of eight (8) hour shifts, the following strategy for all Federal, Provincial and Municipal Elections will apply.

7.5.3.1 All employees scheduled to work the twelve-hour shift on the day of the election will be encouraged to vote at the Advance Polls.

7.5.3.2 For those employees scheduled to work the twelve-hour day shift on the day of the election who found it impossible to vote at the Advance Polls, provisions will be made by their supervisor to release them for the time required to vote and then return to work. Transportation and expenses to and from the polling station are the employee's responsibility. Employees requiring time off to vote will endeavor to notify their supervisor 7 days before the election day so adequate coverage can be arranged.

If not notified, the supervisor will make the appropriate changes to shift coverage notifying staff at least 4 days in advance of the election day.

In the event that an employee does not use the advance poll, but requires time off, it may be necessary to revert to eight-hour shifts for the election.

7.5.4 Administration of Entitlements

7.5.4.1 Entitlement for vacation, statutory holidays, floating holidays, special time off, and sick leave, as noted in Part A General Items, shall be credited in hours, with each day of entitlement constituting eight (8) hours.

7.5.4.2 Only when an employee is scheduled to work a twelve-hour shift, will a "day" with reference to items 7.5.4.2.1, 7.5.4.2.2, and 7.5.4.2.3 constitute twelve (12) hours deducted from credits; a "day" with reference to 7.5.4.2.4, 7.5.4.2.5, 7.5.4.2.6, 7.5.4.2.7, and 7.5.4.2.8 will constitute twelve (12) hours.

Items 7.5.4.2.9, 7.5.4.2.10 and 7.5.4.2.11 will be credited for pay purposes on any actual hour-for-hour basis.

7.5.4.2.1	Vacation
7.5.4.2.2	Floating and Statutory Holidays
7.5.4.2.3	Sick Leave
7.5.4.2.4	Paid Leave of Absence
7.5.4.2.5	Legal Hearings
7.5.4.2.6	Funerals
7.5.4.2.7	Moving Days
7.5.4.2.8	Pregnancy/Adoption/Parental Leave
7.5.4.2.9	Travelling Time Outside Scheduled Hours
7.5.4.2.10	Payment for Temporary Supervision
7.5.4.2.11	Time Charges and Expenses-Union Representation

A vacation day, floating or statutory holiday, scheduled on a posted Master Schedule will constitute eight (8) hours deducted from credits.

A scheduled supernumerary day on a posted Master Schedule will constitute eight (8) hours. One four (4) or twelve (12) hour supernumerary shift per six month schedule may be utilized for balancing purposes. Where mutually agreeable, more than one (1) four and/or twelve-hour supernumerary shift may be used.

Training days will be identified on a posted Master Schedule. When it is necessary to remove an individual from his/her normal shift rotation to establish training days, these identified days will not be moved by revisions to the master work schedule, except as noted below. Scheduling of these training days will be mutually agreed upon.

When scheduled training is cancelled, these identified days may be moved by revisions to the master work schedule for strengthening shifts, providing a minimum of seven (7) days' notice is given.

If the training is deferred, every effort will be made to accommodate the individual originally scheduled.

7.5.5 Shift differential will be paid for the night shift only. The shift differential will be the sum of the differentials in Part C, Item 7.7 multiplied by 8/12.

7.5.6 Overtime will be paid as per Part C, Item 8.3.2.1. Unscheduled overtime is paid as per the actual hours worked, not per shift basis.

7.5.7 Termination of Twelve-Hour Shifts

7.5.7.1 Initial and subsequent twelve-hour shifts may be terminated by the Company without notice or penalty if considered to have adverse impact upon public or staff safety.

7.5.7.2 Twelve-hour shifts may be cancelled for any reasons by either the Company or the Union upon two (2) months' written notice to the other prior to the beginning of the subsequent schedule.

7.6 Forty-Hour Per Week Controllers/Dispatchers/Trainees

7.6.1 Non-shift Day Controllers/Dispatchers

The normal work week for these positions shall be 40 hours per week, consisting of five days of eight hours each, Monday to Friday, inclusive, statutory holidays excepted. The specific hours of work shall be 0800 to 1200 hours and 1300 to 1700 hours, except where such controllers/dispatchers are part of a shift complement, in which case their hours of work shall be 0800 to 1600 hours.

Controllers/Dispatchers filling such positions shall not be required to accept service duty or on-call duty.

7.7 Differential for Shift Work

Shift differentials shall apply to employees required to work on a three-shift schedule or a two-shift schedule. The first part of a three-shift or a two-shift schedule shall begin at normal starting time.

Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 0700 and 1800.

1. A shift differential of 70 cents per hour shall be paid to employees who are scheduled to work between the hours of 1600 and 2400.
2. A shift differential of 1 dollar per hour shall be paid to employees who are scheduled to work between the hours of 0000 and 0800.

The appropriate shift differential shall be paid for the first eight hours of each scheduled shift on any regular scheduled day of work and shall not apply for any overtime hours. When premium time is involved for payment of shift work, the premium rate shall be computed on the standard basic rate, excluding shift differential. Controllers/Dispatchers Trainees will be paid this shift differential when they are working shift work.

8.0 OVERTIME PROVISIONS

Due to the nature of the Company operations, some employees will be required to work overtime. Overtime will be minimized and managed within the limits of corporate effectiveness and customer impact. In recognition of employee well-being and inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees.

8.1 Overtime Definitions

Overtime: Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours (or controller's/dispatcher's/trainee's schedule, subject to provisions Part C Item 7.0), and is therefore, subject to compensation at premium rates.

Prearranged Overtime: Work performed outside the normal scheduled hours for which notification must be given a minimum of 24 hours in advance (21 hours for computer sub-branch shift working employees). Time shall be counted from the time the employee reports for work until the employee finishes work. Where this advance notice is not given, overtime shall be considered as emergency overtime.

Emergency Overtime: Work performed outside the normal scheduled hours which is neither prearranged nor extension overtime. Time shall be

counted from the time the employee reports for work until the employee finishes work.

Extension Overtime: Work performed outside the normal scheduled hours as an extension of the normal scheduled hours/shift (either immediately preceding or following the normal scheduled hours/shift). Time shall be counted from the time the employee reports for work until normal starting time or from normal quitting time until the employee finishes work. Extension overtime will not be used for controllers/dispatchers/trainees where coverage is required for a complete shift and a controller/dispatcher/trainee is available.

8.2 Minimum Payments

8.2.1 Emergency Overtime

All emergency overtime worked shall receive a minimum payment of three hours' straight time pay or the actual time worked at the appropriate premium rates, whichever is the greater providing short emergency calls are not repeated within one hour of the completion of a previous call, for which the three hours' minimum (three hours at straight time) was paid.

In addition to the payment for emergency overtime or minimum payment as outlined above, one hour (straight time) shall be paid to the controller/dispatcher/trainee as compensation for travelling from his/her home to his/her place of work and return.

8.2.2 Prearranged Overtime

All prearranged work outside of normal hours performed or reported for due to lack of notice of cancellation on a scheduled day of work shall receive a minimum of two hours' straight time pay or the actual time worked at the appropriate premium rate, whichever is the greater.

All prearranged work performed or reported for due to lack of notice of cancellation on a scheduled day off shall receive a minimum of four hours' straight time pay or the actual time worked at the appropriate premium rate, whichever is the greater.

All prearranged overtime work cancelled within 24 hours of the designated work commencement time shall require payment of two hours at the basic rate to all affected controllers/ dispatchers/trainees.

One hour at straight time will be paid in lieu of time spent travelling when an employee is called in to work overtime and an extra trip is involved.

8.3 Premium Payments

8.3.1 Payment for Overtime

Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours, and is therefore, subject to compensation at premium rates.

Premium payment for overtime shall be as follows:

1. One and one-half times the employee's basic rate shall be paid for all work performed during the first two clock hours after normal quitting time, Monday to Friday inclusive. It will also apply to the first two hours of overtime worked on an unscheduled day of work.
2. Two times the employee's basic rate shall be paid for:
 - all work performed outside of the first two hours after normal quitting time, Monday to Friday inclusive, and after the first two hours on an unscheduled day of work.
 - all overtime work performed on Saturday, Sunday and statutory holidays which occur Monday to Friday.
3. Two and one-half times the employee's basic rate shall be paid for all overtime hours worked on a statutory holiday which occurs on Saturday.

8.3.2 Scheduled Work

1. One and one-half times the employee's basic rate shall be paid for scheduled work performed on Saturdays and Sundays.
2. Two times the employee's basic rate shall be paid for:
 - (a) Scheduled work performed on a statutory holiday which occurs on Monday to Friday. An additional day off will be scheduled in lieu of the statutory holiday within six months of the end of the posted schedule.
 - (b) Scheduled work performed on a statutory holiday which occurs on a Saturday. The premium for scheduled Saturday in 1. above shall not apply.

8.3.3 Cancelled Vacation Days

When an employee's vacation is cancelled by the Company, the employee shall receive the appropriate premium rate for all normal hours worked on cancelled vacation days for which seven calendar days' notice has not been given up to a maximum of seven calendar days. If more than seven calendar

days' notice has been given, the employee shall receive straight time for all normal hours worked.

Where possible, and where it is mutually agreeable, cancelled vacation days shall be rescheduled during the current or succeeding six months' schedule. If this is not possible, the cancelled vacation shall be included in the employee's time balance at the end of the schedule in which it occurred.

When a controller's/dispatcher's/trainee's vacation is postponed owing to his/her illness, this postponed vacation will be rescheduled at a mutually agreeable time during the current or succeeding six months' schedule. If this is not possible, the cancelled vacation will be paid for at straight time rates.

NOTE

Controllers/Dispatchers/Trainees shall receive entitlement for the same number of statutory holidays as Part 'B' hourly-rated employees. Therefore, when a statutory holiday falls on a Saturday, statutory holiday credit shall not apply.

8.4 Special Provisions Concerning Overtime

An employee who is required to work continuously for more than 16 hours shall be entitled to an eight-hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the overtime worked.

Should he/she be required to continue working beyond 16 hours he/she shall be paid two times his/her normal basic rate until an eight-hour rest period is granted.

Should an employee be released before 16 hours have elapsed, he/she will not be entitled to an eight-hour rest period.

8.5 Overtime – Regular Part-Time and Temporary Part-Time Employees

Overtime is defined as:

- (a) Hours worked which are in excess of the normal daily hours of the classification. The premium payment for such work is one and one-half times the employee's basic rate for all work performed during the first two clock hours after the normal quitting time

of the classification, and two times the employee's basic rate for all work performed outside of the first two clock hours after the classification's normal quitting time.

and/or

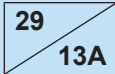
- (b) Hours worked in excess of 24 in a week. The premium payment for such work is one and one-half times the employee's basic rate for the first two hours worked in a day. Two times the employee's basic rate for all work performed in excess of two hours in a day.

and/or

- (c) Unscheduled hours worked on Saturday and Sunday. The premium payment for unscheduled hours worked on Saturday and Sunday is two times the employee's basic rate.

8.6 Equivalent Time Off Without Pay

See Part 'A' Section 10.2



HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 29 - ELECTRICAL OPERATORS
- Dollars per Hour

<u>GRADE</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
01	Sr. Electrical Area Supervisor; Outage Scheduler	50.57	52.53			
08	Senior Shift Authority (SSA) Operator	49.12	50.58			
02	Level IA - Operator; Electrical Area Supervisor	47.66	49.10			
03	Level I - Operator;	46.06	47.50			
04	Level II - Operator	43.07	44.37			
05	Level III - Operator	38.97	38.97			
06	Reserve Operator	32.46	34.64	36.71	38.97	
07	Operator-in-Training	23.60	25.56	27.53	29.50	30.63

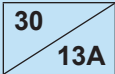
Progressions shall be in accordance with Item 3 of Part A.

NOTES:

OIT'S progress in 6-month intervals until Step 5 is reached, then after 12 months, progress to Grade 06, Step 1 - Reserve Operator.

Reserve Operators progress on an anniversary basis until Reserve Operator Step 3 is reached. Progression to Step 4 will occur at 84 months.

Labour Relations
Effective: April 1, 2013



HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
Wage Schedule 30 - Controller/Dispatcher
- Dollars per Hour

<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
01 Controller	41.46	47.50	49.10	52.09	54.11
02 Dispatcher	38.13	39.33			
03 Controller/Trainee	23.60	25.56	27.53	29.50	30.63
04 Dispatcher Trainee	23.60	27.53	30.63		

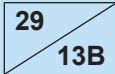
Progressions shall be in accordance with Item 3 of Part A except as modified by this agreement

NOTES:

Dispatcher Trainees progress in 6-month intervals until Step 3 is reached, then after 12 months, progress to Grade 02, Step 1 - Dispatcher.

Controller Trainees progress in 6-month intervals until Step 5 is reached, then after 12 months, progress to Grade 01, Step 1 - Controller.

Labour Relations
Effective: April 1, 20



HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 29 - ELECTRICAL OPERATORS

- Dollars per Hour

<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
01 Sr. Electrical Area Supervisor; Outage Scheduler	51.08	53.06			
08 Senior Shift Authority (SSA) Operator	49.61	51.09			
02 Level IA - Operator; Electrical Area Supervisor	48.14	49.59			
03 Level I - Operator;	46.52	47.98			
04 Level II - Operator	43.50	44.81			
05 Level III - Operator	39.36	39.36			
06 Reserve Operator	32.79	34.99	37.08	39.36	
07 Operator-in-Training	23.83	25.82	27.80	29.79	30.94

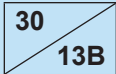
Progressions shall be in accordance with Item 3 of Part A.

NOTES:

OIT'S progress in 6-month intervals until Step 5 is reached, then after 12 months, progress to Grade 06, Step 1 - Reserve Operator.

Reserve Operators progress on an anniversary basis until Reserve Operator Step 3 is reached. Progression to Step 4 will occur at 84 months.

Labour Relations
Effective: October 1, 2013



HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
Wage Schedule 30 - Controller/Dispatcher
- Dollars per Hour

<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
01 Controller	41.87	47.98	49.59	52.61	54.65
02 Dispatcher	38.51	39.72			
03 Controller/Trainee	23.83	25.82	27.80	29.79	30.94
04 Dispatcher Trainee	23.83	27.80	30.94		

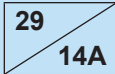
Progressions shall be in accordance with Item 3 of Part A except as modified by this agreement

NOTES:

Dispatcher Trainees progress in 6-month intervals until Step 3 is reached, then after 12 months, progress to Grade 02, Step 1 - Dispatcher.

Controller Trainees progress in 6-month intervals until Step 5 is reached, then after 12 months, progress to Grade 01, Step 1 - Controller.

Labour Relations
Effective: October 1, 2013



HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 29 - ELECTRICAL OPERATORS
- Dollars per Hour

<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
01 Sr. Electrical Area Supervisor; Outage Scheduler	51.85	53.85			
08 Senior Shift Authority (SSA) Operator	50.35	51.86			
02 Level IA - Operator; Electrical Area Supervisor	48.86	50.34			
03 Level I - Operator;	47.22	48.70			
04 Level II - Operator	44.16	45.48			
05 Level III - Operator	39.95	39.95			
06 Reserve Operator	33.28	35.52	37.63	39.95	
07 Operator-in-Training	24.19	26.21	28.22	30.24	31.40

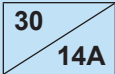
Progressions shall be in accordance with Item 3 of Part A.

NOTES:

OIT'S progress in 6-month intervals until Step 5 is reached, then after 12 months, progress to Grade 06, Step 1 - Reserve Operator.

Reserve Operators progress on an anniversary basis until Reserve Operator Step 3 is reached. Progression to Step 4 will occur at 84 months.

Labour Relations
Effective: April 1, 2014



HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
Wage Schedule 30 - Controller/Dispatcher
- Dollars per Hour

<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
01 Controller	42.50	48.70	50.34	53.40	55.47
02 Dispatcher	39.09	40.32			
03 Controller/Trainee	24.19	26.21	28.22	30.24	31.40
04 Dispatcher Trainee	24.19	28.22	31.40		

Progressions shall be in accordance with Item 3 of Part A except as modified by this agreement

NOTES:

Dispatcher Trainees progress in 6-month intervals until Step 3 is reached, then after 12 months, progress to Grade 02, Step 1 - Dispatcher.

Controller Trainees progress in 6-month intervals until Step 5 is reached, then after 12 months, progress to Grade 01, Step 1 - Controller.

Labour Relations
Effective: April 1, 2014

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 29 - ELECTRICAL OPERATORS

- Dollars per Hour

<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
01 Sr. Electrical Area Supervisor; Outage Scheduler	52.37	54.39			
08 Senior Shift Authority (SSA) Operator	50.85	52.38			
02 Level IA - Operator; Electrical Area Supervisor	49.35	50.84			
03 Level I - Operator;	47.69	49.19			
04 Level II - Operator	44.60	45.94			
05 Level III - Operator	40.35	40.35			
06 Reserve Operator	33.61	35.87	38.01	40.35	
07 Operator-in-Training	24.43	26.47	28.50	30.54	31.72

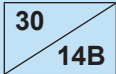
Progressions shall be in accordance with Item 3 of Part A.

NOTES:

OIT'S progress in 6-month intervals until Step 5 is reached, then after 12 months, progress to Grade 06, Step 1 - Reserve Operator.

Reserve Operators progress on an anniversary basis until Reserve Operator Step 3 is reached. Progression to Step 4 will occur at 84 months.

Labour Relations
Effective: October 1, 2014



HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
Wage Schedule 30 - Controller/Dispatcher
- Dollars per Hour

<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
01 Controller	42.93	49.19	50.84	53.93	56.02
02 Dispatcher	39.48	40.72			
03 Controller/Trainee	24.43	26.47	28.50	30.54	31.72
04 Dispatcher Trainee	24.43	28.50	31.72		

Progressions shall be in accordance with Item 3 of Part A except as modified by this agreement

NOTES:

Dispatcher Trainees progress in 6-month intervals until Step 3 is reached, then after 12 months, progress to Grade 02, Step 1 - Dispatcher.

Controller Trainees progress in 6-month intervals until Step 5 is reached, then after 12 months, progress to Grade 01, Step 1 - Controller.

Labour Relations
Effective: October 1, 2014

NOTES

NOTES

NOTES

NOTES

PART D
WEEKLY-SALARIED

TABLE OF CONTENTS
PART D

**Page
Number**

1.0 SALARIES	D-5
2.0 ON CALL	D-5
2.1 On Call – Protection and Control	D-5
2.2 On Call-Hydro One Telecom Technical Staff	D-5
2.3 On Call Helicopter Pilots and Air Engineers.....	D-5
3.0 POSTING OF VACANCIES	D-6
3.1 Posting Procedures.....	D-6
4.0 CLERICAL-TECHNICAL JOB EVALUATION	D-7
4.1 The Clerical-Technical Job Evaluation Plan.....	D-7
4.2 Jobs Covered by the Clerical-Technical Job Evaluation Plan	D-7
4.3 Identification of Jobs in Salary Schedule.....	D-7
4.4 The Union Clerical-Technical Job Evaluation Manual.....	D-8
4.5 Rights of the Parties	D-8
4.6 Salary Schedule.....	D-8
4.7 Wages and Retroactivity upon Upward Reclassification	D-9
4.8 Training Situations	D-10
4.8.1 Formula for Developing Training Situations.....	D-10
4.8.2 Advancement Through Training Situations	D-11
4.8.3 Continuing Administration of Training Situations	D-12
4.8.4 Tiered Training Situations.....	D-12
4.9 Clerical-Technical Job Evaluation Plan	D-12
4.9.1 Merit Rating	D-12
4.9.2 Downward Restructuring Rule.....	D-12
5.0 POSITIONS EXCLUDED AS PER ARTICLE 1 – WEEKLY-SALARIED (CLERICAL AND TECHNICAL)	D-14
6.0 JOB/FIELD CLERKS	D-14
6.1 Hours of Work.....	D-14
6.2 Christmas Shutdown	D-14

	Page Number
6.3	Equivalent Time Off With Pay D-15
6.4	Lateral Transfer of Job/Field Clerks D-15
6.4.1	Surplus Staff Procedure D-16
6.5	Notice of Transfer D-16
6.6	Board and Travel Expense – Job/Field Clerks..... D-16
6.7	Job Shutdown Due to Lack of Work D-17
6.8	Extreme Weather Closure..... D-17
7.0	MEAL PROVISIONS D-17
7.1	Provision of Meals D-17
7.2	Meal Periods D-17
8.0	RELIEF WORK, ACTING IN VACANCIES & TEMPORARY AND ROTATIONAL ASSIGNMENTS..... D-18
8.1	Principles Re Resourcing for Relief, Acting, Temporary and Rotational Assignments D-18
8.2	Relief Work D-19
8.3	Acting in a Vacant Position..... D-20
9.0	HOURS OF WORK..... D-21
9.1	Hours of Work – General D-21
9.2	Hours of Work – Specific D-22
9.3	Variable Working Hours in Head Office..... D-22
9.4	Hours of Work – Outside Head Office D-22
9.5	Hours of Work – Miscellaneous D-23
10.0	SHIFT WORK..... D-23
10.1	Shift Differential and Shift Work D-23
10.2	Shift Work – Microwave Alarm Centre Technicians ... D-24
10.2.1	Hours of Work and Schedule Provisions D-24
10.2.2	Schedule Alterations D-25
10.2.3	Penalties D-25
10.2.4	Overtime Definitions..... D-26
10.2.5	Minimum Payments..... D-26
10.2.6	Special Provisions Concerning Overtime..... D-27
10.2.7	Premium Payments..... D-27
10.2.7.1	Unscheduled Work D-27
10.2.7.2	Scheduled Work..... D-27
10.2.8	Shift Differential D-27

	Page Number
10.3	Shift Work – CADS Personnel D-28
10.3.1	Hours of Work – Day Work D-29
10.3.2	Working Conditions – Shift..... D-29
10.3.2.1	Work Schedules D-29
10.3.2.2	Hours of Work – Specific..... D-29
10.3.5	Shift Differential D-30
10.4	Shift Work – Technical Staff (Instructor)..... D-30
10.4.1	Applicability D-30
10.4.2	Intent D-30
10.4.3	Implementation D-30
10.4.4	Duration of Shift Hours D-31
10.4.5	Special Provisions When on Shift..... D-31
10.4.6	Deleted Provisions When on Shift..... D-31
11.0	OVERTIME PROVISIONS D-32
11.1	Overtime Definitions..... D-32
11.2	Minimum Payments..... D-32
11.3	Premium Payments..... D-33
11.4	Special Provisions Concerning Overtime..... D-34
11.5	Overtime – Regular Part-Time and Temporary Part-Time Employees..... D-36
11.6	Equivalent Time Off Without Pay D-36
11.7	Overtime – Marketing and Audio, Visual, Writing and Graphic Design Services D-36

**PART D
WEEKLY-SALARIED**

Specific Matters of Agreement

1.0 SALARIES

Salaries shall be in accordance with the salary schedules which are part of this Agreement.

2.0 ON CALL

2.1 On Call – Protection and Control

On call is the term used to cover trouble call service performed by Protection and Control Technicians and Technologists. While on call, they are allowed up to a maximum of two (2) hours between the time they are called and the time when they report to work.

The rate of pay for on-call duty will be one-half hour at the employee's basic hourly rate per day, except for Saturdays, Sundays and statutory holidays when the rate will be one (1) hour at the employee's basic hourly rate per day. An employee required to report to work for on-call duty shall be paid for his/her working time in accordance with the standard regulations governing overtime, including the regulation governing work performed on a short call basis.

Subject to safe application, volunteers will be requested prior to the mandatory assignment of on call.

2.2 On Call-Hydro One Telecom Technical Staff

On call is the term used to cover trouble call service performed by Hydro One Telecom technical staff. While on call, they are to report to work in a reasonable length of time.

The rate of pay for on-call duty will be one-half hour at the employee's basic hourly rate per day, except for Saturdays, Sundays and statutory holidays when the rate will be one (1) hour at the employee's basic hourly rate per day. An employee required to report to work for on-call duty shall be paid for his/her working time in accordance with the standard regulations governing overtime, including the regulation governing work performed on a short-call basis.

2.3 On Call Helicopter Pilots and Air Engineers

On call is the term used to cover trouble call service performed by Helicopter Services, Helicopter Pilots and Air Engineers. While on call, employees are to report to the site of the Helicopter, in a maximum of 3 hours from the time of being called/paged. On call will be on a voluntary individual basis

for Air Engineers. Subject to safe application, volunteers will be requested from Helicopter Pilots prior to mandatory assignment of on call. Helicopter Pilots will not be required to accept on call more than thirteen (13) times per pilot per calendar year.

The rate of pay for on call duty will be one (1) hour at the employee's basic hourly rate per day for Saturdays, Sundays and Statutory Holidays.

3.0 POSTING OF VACANCIES

All vacancies as set out in Article 10 and as covered by this section of the agreement will be posted when they become vacant with the following exceptions:

1. A change to the job duties, rating and/or salary grade resulting from a Clerical-Technical Job Evaluation Plan challenge, or a Review of a Rating by the Job Classification Committee, or a change to a job title and/or occupation code only, shall not be considered to create a vacancy.
2. A change to the duties of an occupied job, wherein the salary grade remains unchanged, shall not be considered to create a vacancy.
3. A change to the duties of a job covered by the Clerical-Technical Job Evaluation Plan which results in an increase to the salary grade shall not be considered to create a vacancy if there is, in the Company's opinion, an employee in the immediate work group who is the only one qualified to perform the resulting job. However, in such cases, if there is a more senior employee in the same job in the same work group who was not appointed to the resulting job, he/she shall have the right to seek redress under Article 2, Grievance Procedure.
4. Changes to jobs which result in a surplus in staff complement of the work group shall not be considered to create a vacancy in the resulting job(s).
5. The restructuring of a job in a manner which justifies application of the Downward Restructuring Rule (Section 4.9.2 of this section of Agreement) to the incumbent, shall not be considered to create a vacancy.

3.1 Posting Procedures

A notice of vacancy referring to jobs covered by the Clerical-Technical Job Evaluation Plan shall be based on the job description and job specification and shall be posted province wide. Nothing contained in the notice of vacancy shall contravene the information contained in the job documents. No important information (subject to space limitations) shall be omitted. A notice of vacancy setting out a higher education or experience requirement

than indicated in the job specification will require a corrected notice of vacancy and an extended date of closure.

Vacancies for applications technician and service specialist within the jurisdiction of the Union shall be posted on a province-wide basis subject to all conditions relating to positions once removed from the Union's jurisdiction.

4.0 CLERICAL-TECHNICAL JOB EVALUATION

NOTE:

1. The job challenge process contained in Clerical-Technical Job Evaluation Manual, "Plan B" and referred to in this section shall be replaced for the term of this Collective Agreement with the expedited process contained in Article 2.7, Dispute Resolution – Article 8, Job Challenges, and OGLs. The Job Classification Committee shall assume all the responsibilities normally associated with the Joint Salary Committee for the term of this Collective Agreement.
2. When a management review of a job document that is occupied by more than one employee results in a proposed change of the job grade rating, management will discuss the proposed change with the Chief Steward prior to the review of the Job Description and Job Specification with the incumbents.

4.1 The Clerical-Technical Job Evaluation Plan

The provisions which form the basis of the Clerical-Technical Job Evaluation Plan, formerly referred to as Plan 'B', are contained in the Collective Agreement and the Union Clerical-Technical Job Evaluation Manual. Matters pertaining to the application of dollars are contained in the Collective Agreement. Job evaluation matters are contained in the Manual. The Company shall identify the Company groups responsible for dealing with the Union in the foregoing matters.

4.2 Jobs Covered by the Clerical-Technical Job Evaluation Plan

The plan shall cover all jobs falling under this section of the Collective Agreement excepting those covered by salary schedule 21.

4.3 Identification of Jobs in Salary Schedule

All jobs processed under the Clerical-Technical Job Evaluation Plan shall be designated a salary grade in the current salary schedule issued in conjunction with the Collective Agreement.

4.4 The Union Clerical-Technical Job Evaluation Manual

The Manual is a supplement of the Collective Agreement and its provisions shall apply as if set forth in full herein.

The Manual shall be supplied to all employees whose jobs are covered by the plan.

4.5 Rights of the Parties

The Company has and shall retain the exclusive right and power to decide what work is to be done and who is to do it and accordingly the Company shall apply the Clerical-Technical Job Evaluation Plan to determine appropriate salary grades for jobs. The Company shall exercise these rights in accordance with the provisions as set forth in the Collective Agreement and the Union Clerical-Technical Job Evaluation Manual.

The Union's right shall be to act on behalf of its members to ensure that the Clerical-Technical Job Evaluation Plan is being properly applied. In order to carry out this function, the Union Job Evaluation Officer shall work in liaison with the appropriate Company groups responsible for the administration of such matters and he/she shall be permitted, within reason, to interview employees during regular working hours.

The Union shall exercise these rights in accordance with the provisions as set forth in the Collective Agreement and the Union Clerical-Technical Job Evaluation Manual.

The Union shall retain its rights to participate jointly with the Company in developing and/or modifying the Clerical-Technical Job Evaluation Plan.

In the event of conflict between the foregoing general statements, regarding the rights of the parties, and the specific provisions contained in the Collective Agreement and the Union Clerical-Technical Job Evaluation Manual, the latter shall govern.

4.6 Salary Schedule

The salary schedule for jobs covered by the Clerical-Technical Job Evaluation Plan and issued in conjunction with the current Collective Agreement shall have the following characteristics:

1. The salary schedule shall be a salary range schedule with a total of 18 salary grades.
2. The percentage increment from salary grade to salary grade (based on step 3 of each salary grade) calculated from salary grade 51, step 3, shall be annotated on the schedule 20 which is currently in effect.

3. Each salary grade is composed of three steps. The second step is 97 percent (97%) of the maximum and the first step is 94 percent (94%) of the maximum. The time interval required for anniversary progression shall be in accordance with Part 'A', Section 3.0.
4. When an incumbent is promoted from one salary grade to another, he/she shall be promoted in accordance with Part A, Section 24.1.1.
5. The relationship between the salary grade and the point range shall be 13 points for the first salary grade and 21 points for each salary grade thereafter.

4.7 Wages and Retroactivity upon Upward Reclassification

Upward Reclassification as a Result of Company Initiated Action:

1. Transfer from the existing salary grade to the new higher salary grade shall be by the promotion rule.
2. Retroactive entitlement shall be computed by going back to the date when the increased job demands and responsibilities were instituted or undertaken.

Upward Reclassification as a Result of Employee Initiated Action Through the Issuance of a Record of Discussion Form:

1. Transfer from the existing salary grade to the new higher salary grade shall be by the promotion rule, except in the following situations where it shall be by the step-to-step method:
 - (a) Where there is no change in job content or job demand, but the job specification factor ratings change resulting in an upward reclassification of the job.
 - (b) Where a change in job demand is recognized resulting in an upward reclassification of the affected incumbents and where such incumbents have been performing the duties and/or undertaking the responsibilities which caused the upgrading for a period of one year or more prior to the date of the first discussion as recorded on the Record of Discussion form and where these same incumbents have been in the maximum step of the salary grade for the job for one year or more prior to the date of the first discussion.
2. The date of the transfer of an employee to a higher salary grade whether by the promotion rule or the step-to-step method shall be the date of the commencement of the retroactivity and the transfer shall be from the salary grade and step in effect on that date.

3. Retroactive entitlement in Subsection 1. above shall be as set out in the Union Clerical-Technical Job Evaluation Manual.
4. An incumbent who has left the Company's service shall be entitled to retroactive payment, as a result of challenge for the affected period during which he/she was in the Company's employ.

4.8 Training Situations

Normally, an employee receives his/her training and experience by being promoted through a series of established jobs for which job descriptions and job specifications exist. His/her movement up the ladder from job to job will occur when the Company determines that he/she is capable of performing the duties and responsibilities of a higher-rated job, and an opening exists.

At times, however, in certain types of work, an employee will be advanced through a planned series of training steps in which he/she will be directly trained for a specific job which he/she will eventually occupy, i.e., a terminal job. This is termed a training situation.

The Company will identify the need for such a training situation and will structure the terminal job. A job description and job specification will be prepared for the terminal job only. The Job Classification Committee will establish the final rating for the terminal job, and will determine the appropriate training steps leading to the terminal job rate.

The training steps will be established in the following manner:

4.8.1 Formula for Developing Training Situations

The hiring rates will be established based on survey data supplied by the Company and/or the Union and will be consistent with the mean hiring rate being paid by other companies to inexperienced graduates possessing the specified education required to perform the terminal job.

The time span of the training situation will consist of a number of years equal to the minimum number of years indicated in the experience factor applying to the terminal job.

For each year of the time span as determined above an annual training step will be established. The Job Classification Committee may approve the division of annual steps into quarterly or semi-annual sub-steps where such action has been recommended by line management.

Salary step dollars shall be calculated to proceed in geometric progression from the hiring rate to step 1 of the salary grade for the terminal job in the number of years of the training situation. The dollar values thus obtained for each step shall be translated to the nearest salary grade and step (above

or below) which appears on schedule 20. The factor used to multiply each annual step dollars to find the next annual step will be 'F' i.e.,

$$F = \sqrt[n]{\frac{R_t}{R_s}}$$

Where,

n	=	Number of years in the training situation
R_s	=	Hiring rate
R_t	=	Terminal rate

Where applicable the dollars for the half-yearly step will be starting dollars multiplied by 'Fh' i.e.,

$$Fh = \sqrt[2n]{\frac{R_t}{R_s}}$$

4.8.2 Advancement Through Training Situations

1. A trainee will (subject to Subsections 2. and 3. following) advance to each subsequent training step at the designated intervals based on the date of appointment to the training situation. Upon completion of his/her training, he/she will be placed in the first progression step of the salary grade applying to the terminal job. He/she will then be subject to the conditions of the Clerical-Technical Job Evaluation Plan.
2. If at any time the trainee is judged to be incapable of performing the terminal job in a satisfactory way, he/she may be removed from the training situation.
3. If a trainee, in the Company's opinion, fails to make satisfactory progress his/her next training step may be delayed, in accordance with the provisions of Part 'A', Subsection 3.0. Such a delay may take place on one occasion only throughout the training program.
4. If a trainee, in the opinion of the Company displays exceptional ability, he/she may be advanced to the training step which is more in keeping with his/her achieved progress.
5. If a person having suitable experience is appointed to a training situation, the Company may place him/her in any training step judged to be appropriate to his/her applicable experience.
6. If a trainee, who has not yet attained the terminal job level, believes that he/she is fully performing the duties, and has the responsibilities of the terminal job document, he/she may institute a challenge.

4.8.3 Continuing Administration of Training Situations

The established hiring rates will remain in effect until altered through negotiation between the parent bodies or until altered through action resulting from a review by the Job Classification Committee upon the request by the parent bodies.

Recalculation of training step values (according to 4.8.1) will occur with a change in the hiring rate.

The existing trainees will remain on the training situations on which they were hired until they have reached the step 3 of the salary grade of the terminal job.

4.8.4 Tiered Training Situations

In certain instances, it may be necessary to develop a hierarchy of terminal jobs with training situations leading to each level, e.g., to the junior, to intermediate, and to senior levels. In such cases, the principles and practices as set out in this agreement will serve as a guide in the development of training steps and their values.

4.9 Clerical-Technical Job Evaluation Plan

4.9.1 Merit Rating

It is agreed that if, as and when merit rating is to be instituted, the plan (system of measurement), but not the application, shall be subject to negotiations.

4.9.2 Downward Restructuring Rule

This provision shall apply to incumbents whose jobs are covered by the Clerical-Technical Job Evaluation Plan.

Should the job which an incumbent is performing be changed, but the basic function and significant duties of the job remain unchanged, and should the job then fall into a lower salary grade, the following shall apply:

1. The incumbent's salary dollars (rate) shall be held constant, except for increases referred to in Subsection 5.9.2(4.), commencing on the date of issue of the Advice of Rating form issued by the Company.
2. Annually thereafter, the incumbent shall have his/her rate reduced by one progression step in the manner portrayed by the chart below.
3. The above process shall continue until the maximum dollars in the salary range for the restructured job are reached.

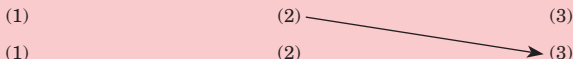
4. In the foregoing process of reduction, current salary schedule dollars shall be used. These include general negotiated increases and cost of living increases.

5. Reduction of One Salary Grade

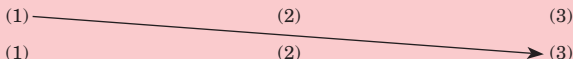
(a) Incumbent is in 3rd progression step¹



(b) Incumbent is in 2nd progression step²

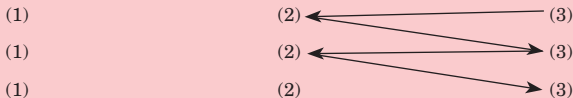


(c) Incumbent is in 1st progression step³

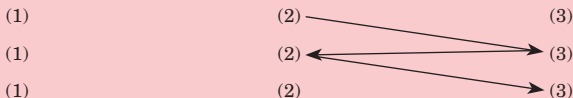


6. Reduction of More than One Salary Grade

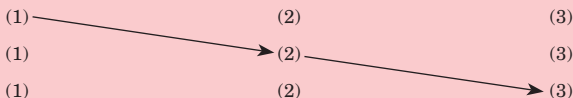
(a) Incumbent is in 3rd progression step⁴



(b) Incumbent is in 2nd progression step⁵



(c) Incumbent is in 1st progression step⁶



1 On the date of issue of the Advice of Rating form.

2 On the date of issue of Advice of Rating Form.

3 ibid

4 ibid

5 ibid

6 ibid

**5.0 POSITIONS EXCLUDED AS PER ARTICLE 1 –
WEEKLY-SALARIED (CLERICAL AND TECHNICAL)**

Incumbents in positions excluded under Article 1 perform certain inherent work functions which are part of their normal duties. It is also recognized, however, that such work functions will not be performed for the purpose of reducing staff requirements or deliberately to avoid overtime for employees represented by the Union. If the Union believes that this provision is being abused, it may lodge a grievance under Article 2 of the Collective Agreement.

6.0 JOB/FIELD CLERKS

6.1 Hours of Work

The normal work week for employees in these two classifications shall be 37-1/2 hours per week consisting of eight hours per day Monday through Thursday, and five and one-half hours on Friday.

All hours worked in excess of normal daily hours will be paid for at appropriate overtime rate.

For alternate hours of work arrangements refer to the Bargaining Memorandum of Understanding dated December 13, 1991.

6.2 Christmas Shutdown

6.2.1 It is recognized that the Company shall retain the right to designate those positions which require coverage during the shutdown. When a Christmas shutdown is declared by the Company, eligible weekly-salaried employees shall have the option of repayment by:

1. Applying unused vacation credits from the present year (when a Christmas shutdown period extends into the next calendar year, an employee will have the right to use his/her unused vacation from the previous year).
2. Applying next year's vacation entitlement (restricted to shutdown days only).
3. Requesting time off without pay (restricted to shutdown days only).
4. The use of make-up time at straight time.

The Company will maintain salaries of weekly-salaried employees who elect to work make-up time. The employee will work make-up time within the following periods:

Shutdown Period**Make-up Period**

4 working days or less

October 15 to February 1

More than 4 working days

October 1 to March 31

5. The use of banked overtime hours as per Section 6.3. The selection of option 4. above precludes the use of this option during the make-up period.

Unpaid overtime worked shall be paid to the employee at the appropriate premium rate in the event of his/her transfer or termination prior to receiving the time off with pay during the shutdown period.

The employee will indicate to his/her supervisor his/her selection of the above options prior to the commencement of the make-up period. The employee may change his/her options at any time provided the employee's supervisor authorizes the change.

- 6.2.2** The employee may elect to bank one hour for each overtime hour worked for application to the Christmas shutdown. The maximum number of hours that can be banked is equal to the duration of the Christmas shutdown. The premium portion of the overtime worked shall be received in earnings the following pay period or in equivalent time off with pay.

6.3 Equivalent Time Off With Pay

Job/Field Clerks will be compensated, either in money or in time off, for all overtime authorized by the supervisory staff.

The employee may request that the method of compensation be time off for the hours worked plus premium hours, but time off with pay will be subject to the supervisor's approval.

When time off is used as a method of compensation, the time off will be taken within six months of the date the overtime was worked subject to the approval of management.

6.4 Lateral Transfer of Job/Field Clerks

Employees will be laterally transferred when staff becomes available at a particular residence headquarters and corresponding needs become apparent in the same classifications at other residence headquarters.

Management will inform all employees affected when a change occurs in the construction program which may cause staff to be transferred.

If there is more than one qualified employee in the classification, the selection for transfer will be made on the basis of the most senior employee

who is prepared to accept the transfer. If none of the qualified employees in the classification accept the transfer, then the most junior qualified employee will be transferred. The Chief Steward will be the last one in a classification required to be transferred, provided that the employee concerned has the necessary qualifications to perform remaining work.

6.4.1 Surplus Staff Procedure

The surplussing of staff shall be done in accordance with Article 11 after the provisions of 6.4 have been applied.

6.5 Notice of Transfer

When Job/Field Clerks are transferred and a change of residence headquarters is involved, a minimum of two weeks' notice shall be given.

When the Company considers a preliminary trip to the new location is necessary for interview of employee or for him/her to seek a house, the time, board and lodging and travelling expenses of the employee may be paid. Following an employee's move to this/her new residence headquarters, and while awaiting the transfer of his/her family, time off may be required in order for him/her to seek a house. For such purposes reasonable time off without loss of earnings may be granted at the Company's discretion. This allowance would normally be expected to supplement efforts made by the employee during non-working hours and as such would not normally exceed a total of one full working day.

6.6 Board and Travel Expense – Job/Field Clerks

1. A residence headquarters will be established for each job/field clerk.
2. Job/Field clerks will be paid a board and travel expense subject to the following:

No compensation will be payable to the job/field clerk for travel from his/her residence to the regular work headquarters (e.g. first site on the line). In remote locations where it is not possible to have residence headquarters established within reasonable close proximity (40 road km) to the work headquarters, the board and travel expense will be paid.

- at subsequent temporary work headquarters, compensation will be based on the distance from the employee's residence to the temporary workheadquarters as follows:

up to 16 road km	– no expenses
16 and up to 39 road km	– \$13.00 per day worked
40 and up to 55 road km	– \$15.00 per day worked
56 and up to 79 road km	– \$20.00 per day worked
80 and up to 104 road km	– \$26.00 per day worked
Greater than 104 road km	– \$31.00 per day worked

In unusual circumstances, the Company at its discretion may place employees in hotels/motels or camps at no charge to the employees. In such cases, the expenses as noted above will not apply.

6.7 Job Shutdown Due to Lack of Work

Job clerks will be subject to standoff when no work is available. Vacation, floating statutory holidays, leave of absence without pay or equivalent time off with pay can be used under such circumstances.

6.8 Extreme Weather Closure

At certain times of the year, the offices or other buildings of the Company may be closed due to extreme weather conditions.

Job/Field Clerks shall receive time off with pay for these periods.

7.0 MEAL PROVISIONS

7.1 Provision of Meals

In recognition of the importance of regular meals to an individual's health and effectiveness on the job, the Company will supply meals as outlined below and when required, will assign an employee to secure the meals.

- (a) Employees provide their own meals on regular days of work.
- (b) When an employee works overtime on a regular day off, he/she will be expected to provide one meal if 23 hours notice has been given.
- (c) When an employee works extension overtime before or after normal scheduled hours, all required meals will be provided by the Company. The first meal (or meal allowance) will be provided when two (2) hours of overtime are worked. Subsequent meals or meal allowances will be provided every four (4) hours of overtime worked thereafter.
- (d) When meals cannot be reasonably obtained⁷, an allowance of \$15.00 per meal will be paid

7.2 Meal Periods

- (a) Employees on day work shall take a meal period designated by the Company and shall not be paid for this time (unless otherwise provided for in the Collective Agreement).
- (b) Employees on shift work shall eat their meals during the shift hours as conditions permit.

⁷ 'Reasonably obtained' is to be defined locally by Union and Management.

- (c) When an employee works extension overtime, no time shall be deducted for eating such meals where the employee eats the meal on the job and in a minimum of time.

8.0 RELIEF WORK, ACTING IN VACANCIES & TEMPORARY AND ROTATIONAL ASSIGNMENTS

All assignments that are expected to last six (6) months or longer will be posted for one week.

8.1 Principles Re Resourcing For Relief, Acting, Temporary and Rotational Assignments

Recognizing that relief, acting and temporary assignments contribute to the development of personnel and contribute to the work being done effectively, the following will be considered when resourcing these assignments:

- the more senior employees will be given preference;
- assignments may be split between employees;
- specific qualifications/knowledge required for the position will be taken into consideration;
- for supervisory positions primary consideration will be given to personal qualities such as leadership and the understanding and display of the practice of good human relations;
- employee development;
- Employment Equity objectives discussed in advance with the Union shall be considered;
- amount of notice and duration of assignment will be considered.

These assignments will be distributed as equitably as possible, over time, once the above conditions have been considered. ***Circumstances which negate consideration of the above conditions will normally be discussed in advance with the Union.***

The format for utilization of the above in a Business Unit (or smaller unit) will be a joint responsibility.

Item 8.1 shall not be subject to the grievance/arbitration procedure.

Disputes will be resolved locally and may be referred to Chief Steward and the Local Manager.

If there is no resolution locally, the Chief Steward obtains a “D” number from the PWU Grievance Office. The PWU Grievance Office will notify the Hydro One Labour Relations Office.

The Chief Steward will complete a fact finder with the Local Manager and if there is still no resolution, the PWU Grievance Office will work with the Hydro One Labour Relations Office to schedule the Dispute to be heard at the next available GRB meeting.

The GRB will attempt to facilitate a resolution to the Dispute. If there is no resolution at the GRB, the PWU Sector Vice-President and designated Hydro One Executive will remain seized of the Dispute and will ensure the “Principles Re: Resourcing for Relief, Acting, Temporary and Rotational Assignments” above are being followed in accordance with the 1992 Joint Intent Document.

8.2 Relief Work

Intent

It is the intent of this item that when an employee is relieving in a higher rated position that he/she be properly compensated for the duties that he/she is performing. The assignment of relief is a Management right and increased duties must be assigned not assumed.

1. The Company shall notify the employee in writing, in advance where possible, of the requirement to perform relief, of the general nature of the major duties to be performed, and the rate to be paid during the relief period.
2. Employees in the weekly-salaried schedule, when relieving for the normal duties of an employee in a higher job grade, not defined in 8.2(3) below, for a period of one full working day or more shall be paid, for the full relief period, at the rate established by the Company for the relieved position or three percent (3%) above the employee’s normal rate whichever is greater.

In relief situations where less than the normal duties are being performed and a lower salary grade has been established for the relief period, the promotion rule will be used to establish the appropriate progression step or off-schedule rate in the lower salary grade.

Failure to notify the employee in writing of the major duties to be performed and the rate to be paid will require the payment of the first step of the salary grade of the relieved position or three percent (3%) above the employee’s normal rate whichever is greater, for the entire relief period.

3. Employees in the weekly-salaried schedule, when relieving for the normal duties of an employee in a non-union supervisory position for a period of one full working day or more shall be paid for the full period at the rate established by the Company for the relieved

position or five percent (5%) above the employee's normal rate whichever is greater.

Failure to notify the employee in writing of the major duties to be performed and the rate to be paid will require the payment of 10 percent (10%) above the employee's normal rate, for the entire relief period.

4. Notification of the Chief Steward is required when the employee is required to relieve for a period of two working days or more.
5. Statutory holidays will not affect the continuity if they occur between the first and second days.

Payment for a statutory holiday shall be at the relief rate if it occurs during the relief period and at the normal rate if it occurs at the beginning or the end of the relief period.

8.3 Acting in a Vacant Position

An employee may act in an existing job in which a vacancy is created, pending the arrival of a successful applicant to the vacancy. When an employee is to be placed in an acting position, the Company shall notify the employee and the chief steward in writing setting out:

1. The reason for the acting position.
2. The general nature of the major duties to be performed.
3. The rate to be paid for the acting position.
4. The expected duration.

The duration of the acting period shall not exceed 90 days from the date the employee is placed in the acting capacity, unless an extension is agreed to by the Company and the Chief Steward of the Union. Pending the arrival of the successful applicant and his/her assuming the normal duties, the acting incumbent who is performing the normal duties and responsibilities of an acting position shall receive the appropriate rate in accordance with the Weekly-Salaried Relief Clause of this Agreement.

NOTE

Failure to notify and/or request further extension accordingly will require payment of the penalty described in the appropriate Weekly-Salaried Relief Clause of this Agreement.

9.0 HOURS OF WORK

9.1 Hours of Work – General

1. Weekly-salaried employees whose basic hours of work are 35 hours per week may be periodically required to change their work location and to work 40 hours per week or the same hours as field staff. All hours in excess of seven hours per day, Monday to Friday, are to be paid at the appropriate premium rate.
2. Certain technician classifications which have been established on a 40-hour week basis shall continue to work normal hours of 40 hours per week but when on field work may be required to work the same hours as the field staff.
3. Employees⁸ in the following classifications and other similar categories as yet undefined who by the nature of their jobs, are required to make public, business or trade contacts outside normal hours shall work a normal work week of 35 hours, Monday to Friday:

Applications Technician
Customer Service Assistant
Service Specialist

Owing to the controlling influences from outside agencies, the normally established daily hours of starting and quitting may require changes. In such instances these changes will be the prerogative of the Company.

4. The normal work week of all weekly-salaried employees of the Corporate Mailing Section shall be 35 hours per week consisting of five days of seven hours per day, Monday to Friday inclusive. Such employees shall normally be free to select variable working hours within the period 7:30 am to 5:30 pm in accordance with Subsection 9.3.

Where, in the opinion of the Company, such selections fail to maintain an effective mail service, the Company may establish hours of work between 7:30 am and 4:30 pm for all employees on the basis of weekly work schedules which shall be posted in the work location seven days in advance of their application. Early starting times shall be rotated equitably among the staff.

⁸ The provisions of Article 4.2(c) and the following Hours of Work – Specific will have no application to these employees.

9.2 Hours of Work – Specific

With the exception of shift work, head office hours shall be a 35-hour week

8:30 am – 12:00 noon (Monday through Friday)

1:00 pm – 4:30 pm (Monday through Friday)

9.3 Variable Working Hours in Head Office

Employees will be requested each month to select their standard work period for the following month. The work week will consist of five, seven-hour days, Monday to Friday. The hours of work selected must be in accordance with the observation of core working hours of 9:00 a.m. to 11:45 and 1:15 to 3:00.

Employees may select a starting time which is not earlier than 7:00 a.m. and not later than 9:00 a.m. or at 1/4 hour intervals prior to that. Their finishing time will not be earlier than 3:00 p.m. They may select either a 30, 45, 60, 75 or 90 minute lunch period to be taken between 11:45 a.m. and 1:15 p.m. By mutual agreement of the supervisor and the employee a start time may be set as early as 6:30 a.m. with a finishing time no earlier than 2:30 p.m.

The hours of work selected are subject to the supervisor's approval. The supervisor may, if necessary, restrict some employees to the hours of 8:30 am to 4:30 pm (for 35 hour per week employees). The supervisor may not assign 35 hour per week employees to hours of work outside of 8:30 am to 4:30 pm, except as provided for in Part 'D', Section 4.0 – Overtime.

Where in the Company's opinion, a work unit cannot be operated satisfactorily under variable working hours, they will not be implemented in that unit.

Individual deviation from selected work schedules will require the supervisor's prior approval.

9.4 Hours of Work – Outside Head Office

Hours of work (including variable hours of work) in locations other than head office shall be negotiated by the Company and the Chief Steward of the Union.

Where in the Company's opinion, a work unit cannot be operated satisfactorily under variable working hours, they will not be implemented in that unit.

9.5 Hours of Work – Miscellaneous

The normal weekly hours of work shall be 40 for the following classifications and other similar categories as yet undefined:

Line Inspectors
Helicopter Pilots
Air Engineers

NOTE

Meal allowance will only apply when the employee has worked two hours beyond a normal eight-hour day.

10.0 SHIFT WORK

10.1 Shift Differential and Shift Work

It is recognized that from time to time it may be necessary, due to the nature of the Company's operations, to place certain weekly-salaried day working employees on shift work. Where this occurs, the following provisions will apply:

1. Shift work shall not be implemented for a period of three working days or less. If the working period is three days or less, the appropriate premium rate will be paid for the minimum three-day period.
2. The Company will provide 72 hours' (three calendar days) posted notice of the commencement and termination of a shift. Failure to provide such notice will require a penalty payment of premium rates for all changed hours of work within the notice period.
3. Such a placing on shift work shall not deprive an employee of his/her total number of normal scheduled weekly hours.
4. Revision to the work schedule shall provide for a minimum of 15 hours off between shifts. Failure to provide such time off will require the penalty payment for the first affected shift.
5. Shift differential shall apply to employees required to work on a three-shift schedule or a two-shift schedule and shall not apply for overtime hours.
6. Shift work will be scheduled on a Monday to Friday basis.
7. Work in excess of the total number of normal daily hours will be paid at the appropriate overtime rates.

8. The following shift differentials shall apply:
 - (a) Seventy cents per hour to employees scheduled to work between the hours of 1600 and 2400.
 - (b) One dollar per hour to employees scheduled to work between the hours of 0000 and 0800.
9. Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 07:00 and 18:00.

10.2 Shift Work – Microwave Alarm Centre Technicians

These employees shall be covered by the provisions of 10.1 except those listed below.

The following items as set out in Part D will not apply to the position of microwave attendant.

1. Section 9.1: Hours of Work – General
2. Section 9.2: Hours of Work – Specific
3. Section 9.4: Hours of Work – Outside Head Office
4. Section 10.1: Shift Differential and Shift Work
5. Section 11.3 number 4: Payment for Overtime
6. Section 11.4
7. Section 11.2: Minimum Payments – Overtime

The following provisions will also apply to the position of microwave alarm centre technician:

10.2.1 Hours of Work and Schedule Provisions

The content, preparation, posting and administration of shift schedules is the sole responsibility of the Company, the preference of the majority of attendants at each station for a particular basic type of schedule will be adopted. Such preferences will be made known to the Company prior to commencement of preparation of new schedule.

However, if in the Company's opinion, the efficiency of the station or the health of a technician could be detrimentally affected by the chosen schedule, then the Company will provide the Union (chief steward) with reasons or medical opinions why the desired schedule cannot be implemented.

The preference of individual technicians regarding vacation periods will be considered, providing such preferences are made known prior to commencement of preparation of new schedules.

1. A six-month regular schedule, averaging 40 hours per week, posted one month in advance, will be prepared and posted, indicating the days and hours of work (shift) for each employee. The design of the regular schedule shall provide for a minimum of 16 hours off between shifts.
2. Each employee shall have his/her time balance adjusted to zero at the end of the shift cycle nearest to April 30 and October 31. The actual date for striking the balance is to be indicated on the master schedule at the time of posting. Plus time balances shall be paid for at premium rate.

10.2.2 Schedule Alterations

A minimum of seven days' notice shall be given when an employee's hours of work, as shown on the schedule, are to be changed with the following exceptions:

1. Supernumerary hours of work may be changed within a calendar day to supply relief providing a minimum notice of 16 non-working hours is given before the start of the first affected shift. If sufficient notice cannot be provided, this change will not be made.
2. With a minimum of four days' notice, supernumerary days of work may be interchanged with scheduled days off for purposes of relief, meetings (excluding meetings involving the Union), interviews, short leaves of absence, familiarization trips, training programs and for additional help during heavy work load periods. If more than four weeks separates a scheduled supernumerary day from a scheduled day off or four days' notice cannot be given then these may not be interchanged.
3. In the case of illness, which would result in a staff shortage, four (4) days' advance notice will be given when placing an employee on shift.

10.2.3 Penalties

Failure to comply with the notice provisions set out in Subsection 10.2.1(1) and 10.2.2 above shall require the payment of appropriate premium rates until the notice period has elapsed.

NOTE

In the above revisions every effort will be made by the Company to maintain the minimum of 16 hours off

between shifts. However, where it is necessary to do so and with the appropriate notice, less than 16 hours off between shifts may be scheduled. These short changes will be limited to two changes per employee for a posted master schedule.

10.2.4 Overtime Definitions

Prearranged Overtime: Work performed outside normal scheduled hours for which notification must be given a minimum of 48 hours in advance, for which time shall be counted from the time the employee reports at his/her headquarters until he/she finishes work at headquarters. In the case of failure to give 48 hours' notice such overtime shall be considered extension or emergency overtime and subject to provisions below.

Extension Overtime: Extension overtime covers work performed outside of normal scheduled hours as continuation or extension of the normal work period in order to complete necessary specific jobs during that work period and for which time shall be counted from normal quitting time until the employee finishes work less any assigned meal periods.

Emergency Overtime: Work outside normal scheduled hours for which there is no prearrangement, or which cannot be considered extension overtime. Such time will be counted from when the employee reports for work at the station until he/she finishes work at the station.

10.2.5 Minimum Payments

1. When minimum payments do not apply, one hour at straight time will be paid in lieu of time spent travelling.
2. All emergency overtime worked shall receive a minimum payment of four hours' straight time pay or the actual time worked at the appropriate overtime rate, whichever is the greater. Time shall be counted from the time the employee arrives at his/her regular work headquarters until he/she finishes work at that headquarters.
3. All prearranged work outside normal hours performed or reported for due to lack of notice of cancellation on a scheduled day of work shall receive a minimum of two hours' straight time pay or the actual time worked at the appropriate overtime rate, whichever is the greater.
4. All prearranged work performed or reported for due to lack of notice of cancellation on a scheduled day off shall receive a minimum of four hours' straight time pay or the actual time worked at the appropriate overtime rate, whichever is the greater.
5. All prearranged overtime work cancelled within 48 hours of the designated work commencement time shall require payment of two hours at the basic rate to all affected employees.

10.2.6 Special Provisions Concerning Overtime

An employee who is required to work continuously for more than 16 hours shall be entitled to an eight-hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the overtime worked.

Should he/she be required to continue working beyond 16 hours he/she shall be paid two times his/her normal basic rate until an eight-hour rest period is granted.

10.2.7 Premium Payments

The computing of hourly rates for overtime shall be in accordance with the following:

The basic weekly rate of each employee's classification as set out in salary schedule 20, without any increments, premiums or bonuses, shall be divided by 40.

10.2.7.1 Unscheduled Work

As per Part D Item 11.3(1) and (2), paragraphs 1 and 2.

10.2.7.2 Scheduled Work

One and one-half times the employee's basic rate shall be paid for all hours worked on Saturday, Sunday and statutory holidays which occur Monday to Friday inclusive.

Two times the employee's basic rate shall be paid for all hours worked on a statutory holiday which occurs on Saturday.

NOTE

These employees shall receive entitlement for the same number of statutory holidays as Monday-Friday, day-working, weekly-salaried employees. Therefore, when a statutory holiday falls on a Saturday, statutory holiday credit shall not apply.

10.2.8 Shift Differential

A shift differential of 70 cents per hour shall be paid to employees who are scheduled to work between the hours of 1600 and 2400.

A shift differential of 1 dollar per hour shall be paid to employees who are scheduled to work between the hours of 0000 to 0800. Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 0700 and 1800.

The appropriate shift differential shall be paid for the first eight hours of each scheduled shift on any regular scheduled day of work and shall not apply for any overtime hours. When premium time is involved for payment for shift work, the premium rate shall be computed on the standard basic rate, excluding shift differential.

10.3 Shift Work – CADS Personnel

The provisions of this Agreement shall apply to those employees hired after April 1, 1980 and designated by the Company as being required to work shift work to operate the Computer Aided Drafting System (CADS).

1. Employees hired prior to April 1, 1980 will have their day status protected until such time as they apply for and are accepted to a position requiring shift work. Every effort will be made to provide these employees with exposure to CADS work during day hours.
2. Future vacancy notices will identify whether or not shift work is a requirement. The number of shift positions which will be advertised will not exceed that required for the economic utilization of the terminals. Shift positions will be comprised of intermediate, senior and design draftspersons.
3. Applicants to advertised vacancies will not be denied promotion due to the lack of opportunity for training on CADS equipment.
4. Employees who are selected to vacancies which are identified as requiring shift work will be subject to the provisions of this Agreement.
5. Day status employees may volunteer for a trial period of shift work after which time they may either apply for a shift position when vacant or retain their day status as in 1. above.

The provisions of Part 'D' (Weekly-Salaried) of the Collective Agreement shall apply with the exception of:

1. Section 9.2: Hours of Work – Specific
2. Section 10.1: Shift Differential and Shift Work

The following items will apply to the employees working with the CADS:

10.3.1 Hours of Work – Day Work

Employees as defined in this Agreement, may be required to work on “day work”. Day work may include assignments to conventional drafting or to CADS equipment. When employees are transferred to or from day work a minimum of seven days’ notice shall be given. When working day work the provisions of Part ‘D’ (Weekly-Salaried) shall apply.

10.3.2 Working Conditions – Shift

10.3.2.1 Work Schedules

Although the content, preparation, posting and administration of shift schedules is the sole responsibility of the Company, the preference of the majority of shift workers for a particular basic type of schedule will be adopted, provided it meets the requirements of the Company for effective operation of the system.

A shift schedule covering a nine week period will be posted a minimum of 14 days before its effective date. The schedule will show the days, hours of work (shifts) for each employee.

For purposes of this Agreement, the shift schedule shall be comprised of an afternoon and/or night shift in addition to day work. The shift rotation guidelines shall permit an employee to remain on one specific shift for a maximum period of three consecutive weeks without rotation. Assignments to day work are not subject to this limitation.

The design of the schedule will provide for a minimum of 14 hours off between shifts.

10.3.2.2 Hours of Work – Specific

The normal hours of work will be seven hours per day, 35 per week on a Monday to Friday basis.

The shift work hours shall be as follows:

1. Afternoon – 1630 – 2330 hours
2. Night – 0000 – 0700 hours

10.3.3 A minimum of seven days’ notice shall be given when an employee’s hours of work as shown on the schedule are to be changed.

In the case of illness, which would result in a staff shortage, four (4) days’ advance notice will be given when placing an employee on shift.

10.3.4 Failure to comply with the notice provisions set out in Section 10.3(1) and (3) of this Agreement shall require the payment of appropriate premium rates for all full shifts worked until the notice period has elapsed.

10.3.5 Shift Differential

A shift differential of 70 cents per hour shall be paid to employees who work scheduled hours between 1630 and 2330.

A shift differential of 1 dollar per hour shall be paid to employees who work scheduled hours between 0000 and 0700. Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between 0700 and 1800.

The appropriate shift differential shall be paid for the scheduled shift on any regular scheduled day of work and shall not apply for any overtime hours. When premium time is involved for payment for shift work, the premium rate shall be computed on the standard basic rate, excluding shift differential.

10.3.6 Shift work will not be scheduled on statutory holidays Monday to Friday.

10.4 Shift Work – Technical Staff (Instructor)

10.4.1 Applicability

This section covers the following classification: Instructor.

10.4.2 Intent

The intent of this section is to provide a framework within which employees in the above named classifications may be assigned to shift work on a Monday to Friday basis for limited periods of time. The “limited period” is to be less than three months in each year for each employee unless the employee involved specifically consents to an extension.

10.4.3 Implementation

When shift work is required, management will solicit preferences for shift work from the employees in the required classifications. If employees with the required skill, knowledge, experience, etc., indicate a preference for shift work, management will select from among these employees. If insufficient qualified volunteers are available, management will assign the shift work to qualified employees, endeavouring to minimize personal inconvenience.

10.4.4 Duration of Shift Hours

The employees who may be required to work shifts under this section include both 35 and 40 hour per week positions. They will work a time balanced schedule.

Forty hour per week employees when assigned to shift work will work the same hours as regular shift workers on shift.

Thirty-five hour per week employees when assigned to shift work will normally work seven-hour shifts. This may, at management's discretion, be increased to eight-hour shifts.

10.4.5 Special Provisions When on Shift

1. Shift work shall not be implemented for a period of three working days or less. If the working period is three days or less, the appropriate premium rate will be paid for the minimum three-day period.
2. The Company will provide 72 hours' (three calendar days) posted notice of the commencement and termination of a shift. Failure to provide such notice will require a penalty payment of premium rates for all changed hours of work within the notice period.
3. Such a placing on shift work shall not deprive an employee of his/her total number of normally scheduled weekly hours.
4. Revision to the work schedule shall provide for a minimum of 15 hours off between shifts. Failure to provide such time off will require the penalty payment for the first affected shift.
5. Shift differential shall apply to employees required to work on a three-shift schedule or a two-shift schedule and shall not apply for overtime hours. Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between 0700 and 1800.
6. Work in excess of the total number of normal daily hours will be paid at the appropriate overtime rates.

10.4.6 Deleted Provisions When on Shift

When an individual is assigned a shift and the provisions of 10.4.5 are in effect, the following provisions of Part 'D' will not apply:

1. Section 9.1: Hours of Work – General
2. Section 9.2: Hours of Work – Specific
3. Section 9.4: Hours of Work – Outside Head Office

11.0 OVERTIME PROVISIONS

Due to the nature of the Company operations, some employees will be required to work overtime. Overtime will be minimized and managed within the limits of corporate effectiveness and customer impact. In recognition of employee well-being and inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees.

11.1 Overtime Definitions

Overtime: Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours, and is therefore, subject to compensation at premium rates.

Prearranged Overtime: Work performed outside the normal scheduled hours for which notification must be given a minimum of 24 hours in advance (21 hours for computer sub-branch shift working employees). Time shall be counted from the time the employee reports for work until the employee finishes work. Where this advance notice is not given, overtime shall be considered as emergency overtime.

Emergency Overtime: Work performed outside the normal scheduled hours which is neither prearranged nor extension overtime. Time shall be counted from the time the employee reports for work until the employee finishes work.

Extension Overtime: Work performed outside the normal scheduled hours as an extension of the normal scheduled hours/shift (either immediately preceding or following the normal scheduled hours/shift). Time shall be counted from the time the employee reports for work until normal starting time or from normal quitting time until the employee finishes work. Extension overtime will not be used for controllers/dispatchers/trainees where coverage is required for a complete shift and a controller/dispatcher/trainee is available.

11.2 Minimum Payments

All Part 'D' weekly-salaried employees who are called out to work overtime with or without notice shall receive the following:

When minimum payments apply no travel allowance will be paid.

1. All prearranged overtime performed or reported for due to lack of notice of cancellation, Monday to Friday inclusive, shall receive a minimum of two hours at straight time or the actual time worked at the appropriate premium rates, whichever is the greater.
2. All prearranged overtime cancelled with 48 hours of the designated time of work commencement shall require payment of two hours at straight time.

3. All prearranged overtime performed or reported for due to lack of notice of cancellation on Saturdays, Sundays and statutory holidays shall receive a minimum payment of four hours at straight time or the actual time worked at the appropriate premium rates, whichever is the greater.
4. This shall not apply where the overtime period commences on a Saturday, Sunday or statutory holiday, as part of a longer overtime period continuing into the next calendar day.
5. All emergency overtime work shall receive a minimum payment of four hours at straight time or the actual time worked at the appropriate premium rate, whichever is the greater, providing short emergency calls are not repeated within one hour of the completion of a previous call for which the four-hour minimum was paid.

If the call-out occurs less than two hours before the commencement of normal starting time, the minimum will not apply and the appropriate premium rate will be paid continuously from the call-out time until normal starting time.

6. Minimum payments will not apply to concrete inspectors required to work up to two and one-half hours overtime on Friday unless an extra trip to work is required.

11.3 Premium Payments

Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours, and is therefore, subject to compensation at premium rates.

Premium payment for overtime shall be as follows:

1. One and one-half times the employee's basic rate shall be paid for all work performed during the first two clock hours after normal quitting time, Monday to Friday inclusive. It will also apply to the first two hours of overtime worked on an unscheduled day of work.
2. Two times the employee's basic rate shall be paid for:
 - All work performed outside of the first two hours after normal quitting time, Monday to Friday inclusive, and after the first two hours on an unscheduled day of work.
 - All work performed on Saturday, Sunday and statutory holidays which occur Monday to Friday.
3. Overtime rates shall be computed by dividing the employee's basic weekly salary by his/her normal weekly hours of work.

4. Helicopter pilots and line maintenance supervisors (helicopters) whose hours of work are dependent upon weather conditions and other variables inherent in the nature of their jobs do not, except as noted below, receive payment in money for overtime. Compensation for overtime worked shall be made in the form of time off with pay. This time off shall be determined on the basis of one and one-half hours off for each hour worked during the first two (2) clock hours after normal quitting time. For overtime worked outside the first two (2) clock hours after normal quitting time or on Saturdays, Sundays and Statutory Holidays time off shall be at two hours for each hour worked. Time off will be at a time convenient to the Company and the employee. The Company may assign time off to reduce the overtime bank up to twelve (12) days (8 hours per day) per employee per calendar year. Any balance beyond twelve (12) days (8 hours per day) shall be paid at the appropriate rate on the next pay period after April 30th and August 31st. The equivalent time off shall reach a zero balance during the month of December each year.

In the event that this is not accomplished, all outstanding overtime as of December 31 shall be paid for at the appropriate rates. When it is accomplished, any further occurrence of overtime between the date of zero balance and December 31 will be subject to accumulation if necessary and considered for the following year.

11.4 Special Provisions Concerning Overtime

1. In order to alleviate excessive inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees. Where employees feel they have been assigned abnormal amounts of overtime, consideration of such cases shall be considered fit matter for discussion at local level.
2. The Company agrees to control excessive authorized overtime by restricting actual overtime to not more than 12 hours per week, excluding travelling time. Under extraordinary circumstances, the Union will consider waiving the restrictive features of this clause.
3. A travelling allowance up to a maximum of one hour shall be paid at the appropriate overtime rate when an employee is called in to work overtime and an extra trip is involved. See also Section 11.2.
4. Because an employee was required to work overtime or because he/she lost time in changing shifts, he/she shall not be prevented from working his/her total number of normal daily hours in any normal scheduled day of work. If the employee cannot be supplied with the work required to make up the normal daily hours of work in that day, his/her pay shall be adjusted to provide a minimum of his /her normal weekly hours of work.

5. If an employee who has worked overtime and is physically capable and the group of which he/she is ordinarily a member is at work, he/she shall not be deprived of the opportunity of working his/her normal scheduled hours in addition to the overtime he/she may have worked.
6. An employee who has accumulated overtime hours shall receive this in earnings, calculated at the appropriate premium rate and cannot be required to take time off in lieu of payment.
7. An employee who is required to work continuously for more than 16 hours or an employee who accumulates 16 hours of working time in any 24 hour period shall be entitled to an eight-hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work, he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the overtime worked.

Should he/she be required to continue working beyond 16 hours he/she shall be paid two times his/her normal basic rate until an eight-hour rest period is granted. Should an employee be released before 16 hours have elapsed, he/she will not be entitled to an eight-hour rest period, and his/her right to continue work at straight time will be governed by Section 11.4(5).

8. ***An employee on day work who is required to work 4 but less than 6 accumulative overtime hours between the hours of 2300 and 0700 shall be entitled to a 4 hour rest period.***
9. ***An employee on day work who is required to work 6 or greater accumulative overtime hours between the hours of 2300 and 0700 shall be entitled to an 8 hour rest period.***
10. ***If the rest period in 8 and 9 above extends into the employee's normal scheduled hours of work, he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. Should the employee be required to continue working during normal scheduled hours, the employee shall be paid at two times his/her normal basic rate until the rest period is granted.***

None of the provisions of Subsections 11.4(1), (2), (4), (5) and (6) is applicable to employees referred to in Section 9.1(4).

11.5 Overtime – Regular Part-Time and Temporary Part-Time Employees

Overtime is defined as:

- (a) Hours worked which are in excess of the normal daily hours of the classification. The premium payment for such work is one and one-half times the employee's basic rate for all work performed during the first two clock hours after the normal quitting time of the classification, and two times the employee's basic rate for all work performed outside of the first two clock hours after the classification's normal quitting time.

and/or

- (b) Hours worked in excess of 24 in a week. The premium payment for such work is one and one-half times the employee's basic rate for the first two hours worked in a day. Two times the employee's basic rate for all work performed in excess of two hours in a day.

and/or

- (c) Unscheduled hours worked on Saturday and Sunday. The premium payment for unscheduled hours worked on Saturday and Sunday is two times the employee's basic rate.

11.6 Equivalent Time Off Without Pay

See Part 'A' Section 10.2

11.7 Overtime – Marketing and Audio, Visual, Writing and Graphic Design Services

Employees identified in Part D Section 9.1(4) and Audio, Visual, Writing and Graphic Design Services employees shall be paid for all overtime work performed in accordance with Section 11.3.

Employees identified in Part D Part A Section 9.1(4) and Audio, Visual, Writing and Graphic Design Services employees who, by the nature of their jobs, are required to make public, business or trade contacts outside normal hours may, where mutually agreed between the employee and the supervisor, take time off in lieu of payment for overtime. Where it is agreed that time off in lieu will be taken, such time will be credited on a premium basis in the same manner as would apply if payment had been made. Such time off must be arranged within a two-month period following the date overtime was worked. If this cannot be arranged within the two-month period, payment shall be made.

**TIME ENTITLEMENT –
INFORMATION MANAGEMENT FACILITIES**

	Monday to Friday	Saturday	Sunday	Statutory Holiday Monday to Friday	Statutory Holiday Saturday
Scheduled Hours of Work	Straight Time	Straight Time	Time and one-half	Time and one-half plus statutory holiday credit	Time and one-half
Non-Scheduled Hours of Work	First <i>two</i> clock hours worked after normal quitting time at one and one-half times. All other hours worked at 2 times.	Double Time	Double Time	Double time plus statutory holiday credit	Double Time
Scheduled Day Off	No Entitlement	No Entitlement	No Entitlement	Statutory Holiday Credit	No Entitlement

**TIME ENTITLEMENT –
MICROWAVE ALARM CENTRE TECHNICIANS**

	Monday to Friday	Saturday	Sunday	Statutory Holiday Monday to Friday	Statutory Holiday Saturday
Scheduled Hours of Work	Straight Time	Time and one-half	Time and one-half	Time and one-half plus statutory holiday credit	Double Time
Non-Scheduled Hours of Work	First <i>two</i> clock hours after normal quitting time at one and one-half times. All other hours worked at 2 times.	Double Time	Double Time	Double time plus statutory holiday credit	Double Time
Scheduled Day Off	No Entitlement	No Entitlement	No Entitlement	Statutory Holiday Credit	No Entitlement

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 20
CLERICAL/TECHNICAL/TECHNOLOGIST
 - DOLLARS PER WEEK

<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
68	2,140.37	2,208.68	2,276.99
67	2,019.23	2,083.68	2,148.12
66	1,905.12	1,965.92	2,026.72
65	1,797.70	1,855.08	1,912.45
64	1,696.47	1,750.61	1,804.75
63	1,601.17	1,652.27	1,703.37
62	1,511.45	1,559.69	1,607.93
61	1,426.95	1,472.49	1,518.03
60	1,347.35	1,390.35	1,433.35
59	1,272.40	1,313.01	1,353.62
58	1,198.23	1,236.47	1,274.71
57	1,128.48	1,164.49	1,200.51
56	1,062.70	1,096.61	1,130.53
55	1,000.81	1,032.75	1,064.69
54	942.51	972.59	1,002.67
53	887.60	915.93	944.26
52	835.92	862.60	889.28
51	787.19	812.32	837.44

This schedule is applicable to positions established as having a 35, 37-1/2, or 40-hour basic work week.

NOTE: All progressions shall be in accordance with Item 3 of Part A.

Labour Relations
 Effective: April 1, 2013

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 21
BARGAINED RATE - WEEKLY SALARIED POSITIONS
 - DOLLARS PER WEEK

<u>GRADE</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
	<u>LIBRARIANS</u>						
02	Librarian	1,508.00	1,546.00	1,633.00	1,661.00		
	<u>HELICOPTER POSITIONS</u>						
21	Air Engineer	1,743.25	1,780.18	1,813.42	1,846.66		
22	Helicopter Pilot	2,320.50	2,430.36	2,556.30	2,679.56		
24	Helicopter Maintenance Inspector	1,920.66	1,956.56	1,994.45			
	<u>AUDIO-VISUAL, WRITING AND GRAPHIC DESIGN SERVICES</u>						
33	Editorial Assistant	1,189.86	1,274.85	1,361.30	1,465.34		
34	Artist	1,262.10	1,399.00	1,517.15	1,637.17	1,755.32	1,875.34
41	Assistant Environment Specialist	1,576.71	1,675.26	1,773.80	1,872.35	1,970.89	

Librarians, Grades 02 are rounded to the nearest whole dollar.

All progressions shall be in accordance with Item 3 of Part A.

Labour Relations
 Effective: April 1, 2013

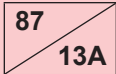
HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 86
UNDERGRADUATE UNIVERSITY, COMMUNITY COLLEGE
AND ASSOCIATED CO-OP PROGRAMS
 - DOLLARS PER WEEK

<u>GRADE</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
	<u>COMMUNITY COLLEGE STUDENTS</u>	1st year	2nd year	3rd year	
21	Group 2 - Community College and Polytechnical	734.88	821.40	906.54	
		1st or			
		2nd Term	3rd Term	4th Term	5th Term
22	Group 3 - Community College and Polytechnical Co-Op Programs	734.88	777.43	863.98	906.54

<u>GRADE</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
	<u>UNIVERSITY STUDENTS</u>	1st year	2nd year	3rd year	4th year		
31	Group 4 - University	767.51	906.54	1,046.97	1,186.01		
		1st or					
		2nd Term	3rd Term	4th Term	5th Term	6th Term	7th Term
		4 or 8 mo	12 mo	16 mo	20 mo	24 mo	28 mo
32	Group 5 - University Co-Op Programs	767.51	837.01	977.47	1,046.97	1,116.51	1,186.01

NOTES:

1. This schedule is applicable to positions established as having a 35, 37-1/2, or 40-hour basic work week.
2. Appropriate experience (other than previous summer work) can justify a higher rate than the academic year of the student in question.
3. Students will normally be required to join the PWU within 15 days.
4. The grade and corresponding rate paid to the student is based on the academic term that the student has successfully completed, rather than actual work activities. The exceptions are:
 - 4.1 Students who are hired into an hourly-rated position will be paid the applicable hourly rate.
 - 4.2 When a student is placed in a Clerical-Technical position for which a wage or salary grade has been established, the student shall be paid the rate for that position.
5. Allowance will be paid to a summer student in accordance with the normal practice for the setting in which the student works.



HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 87
SUMMER STUDENTS
- DOLLARS PER WEEK

GRADE

STEP 1

01	1st year of employment	595.86
02	2nd year of employment	645.49

Labour Relations
Effective: April 1, 2013

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 20
CLERICAL/TECHNICAL/TECHNOLOGIST
 - DOLLARS PER WEEK

<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
68	2,161.77	2,230.77	2,299.76
67	2,039.42	2,104.51	2,169.60
66	1,924.17	1,985.58	2,046.99
65	1,815.68	1,873.62	1,931.57
64	1,713.43	1,768.12	1,822.80
63	1,617.18	1,668.79	1,720.40
62	1,526.57	1,575.29	1,624.01
61	1,441.22	1,487.21	1,533.21
60	1,360.82	1,404.25	1,447.68
59	1,285.13	1,326.15	1,367.16
58	1,210.21	1,248.84	1,287.46
57	1,139.77	1,176.14	1,212.52
56	1,073.33	1,107.58	1,141.84
55	1,010.82	1,043.08	1,075.34
54	951.94	982.32	1,012.70
53	896.48	925.09	953.70
52	844.28	871.22	898.17
51	795.06	820.44	845.81

This schedule is applicable to positions established as having a 35, 37-1/2, or 40-hour basic work week.

NOTE: All progressions shall be in accordance with Item 3 of Part A.

Labour Relations
 Effective: October 1, 2013

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 21
BARGAINED RATE - WEEKLY SALARIED POSITIONS
 - DOLLARS PER WEEK

<u>GRADE</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
	<u>LIBRARIANS</u>						
02	Librarian	1,524.00	1,562.00	1,649.00	1,678.00		
	<u>HELICOPTER POSITIONS</u>						
21	Air Engineer	1,760.68	1,797.99	1,831.56	1,865.13		
22	Helicopter Pilot	2,343.71	2,454.67	2,581.87	2,706.36		
24	Helicopter Maintenance Inspector	1,939.86	1,976.12	2,014.39			
	<u>AUDIO-VISUAL, WRITING AND GRAPHIC DESIGN SERVICES</u>						
33	Editorial Assistant	1,201.75	1,287.59	1,374.91	1,479.99		
34	Artist	1,274.72	1,412.99	1,532.32	1,653.54	1,772.87	1,894.09
41	Assistant Environment Specialist	1,592.48	1,692.01	1,791.54	1,891.07	1,990.60	

Librarians, Grades 02 are rounded to the nearest whole dollar.

All progressions shall be in accordance with Item 3 of Part A.

Labour Relations
 Effective: October 1, 2013

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 86
UNDERGRADUATE UNIVERSITY, COMMUNITY COLLEGE
AND ASSOCIATED CO-OP PROGRAMS
 - DOLLARS PER WEEK

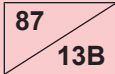
<u>GRADE</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
	<u>COMMUNITY COLLEGE STUDENTS</u>	1st year	2nd year	3rd year	
21	Group 2 - Community College and Polytechnical	742.23	829.61	915.61	
		1st or			
		2nd Term	3rd Term	4th Term	5th Term
22	Group 3 - Community College and Polytechnical Co-Op Programs	742.23	785.20	872.62	915.61

<u>GRADE</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
	<u>UNIVERSITY STUDENTS</u>	1st year	2nd year	3rd year	4th year		
31	Group 4 - University	775.19	915.61	1,057.44	1,197.87		
		1st or					
		2nd Term	3rd Term	4th Term	5th Term	6th Term	7th Term
		4 or 8 mo	12 mo	16 mo	20 mo	24 mo	28 mo
32	Group 5 - University Co-Op Programs	775.19	845.38	987.24	1,057.44	1,127.68	1,197.87

NOTES:

1. This schedule is applicable to positions established as having a 35, 37-1/2, or 40-hour basic work week.
2. Appropriate experience (other than previous summer work) can justify a higher rate than the academic year of the student in question.
3. Students will normally be required to join the PWU within 15 days.
4. The grade and corresponding rate paid to the student is based on the academic term that the student has successfully completed, rather than actual work activities. The exceptions are:
 - 4.1 Students who are hired into an hourly-rated position will be paid the applicable hourly rate.
 - 4.2 When a student is placed in a Clerical-Technical position for which a wage or salary grade has been established, the student shall be paid the rate for that position.
5. Allowance will be paid to a summer student in accordance with the normal practice for the setting in which the student works.

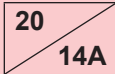
Labour Relations
 Effective: October 1, 2013



HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 87
SUMMER STUDENTS
- DOLLARS PER WEEK

<u>GRADE</u>		<u>STEP 1</u>
01	1st year of employment	601.82
02	2nd year of employment	651.94

Labour Relations
Effective: October 1, 2013



HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 20
CLERICAL/TECHNICAL/TECHNOLOGIST
- DOLLARS PER WEEK

<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
68	2,194.20	2,264.23	2,334.26
67	2,070.01	2,136.08	2,202.14
66	1,953.03	2,015.36	2,077.69
65	1,842.91	1,901.72	1,960.54
64	1,739.13	1,794.64	1,850.14
63	1,641.44	1,693.82	1,746.21
62	1,549.47	1,598.92	1,648.37
61	1,462.84	1,509.52	1,556.21
60	1,381.24	1,425.32	1,469.40
59	1,304.41	1,346.04	1,387.67
58	1,228.36	1,267.57	1,306.77
57	1,156.87	1,193.79	1,230.71
56	1,089.43	1,124.20	1,158.97
55	1,025.98	1,058.73	1,091.47
54	966.22	997.05	1,027.89
53	909.93	938.97	968.01
52	856.94	884.29	911.64
51	806.99	832.75	858.50

This schedule is applicable to positions established as having a 35, 37-1/2, or 40-hour basic work week.

NOTE: All progressions shall be in accordance with Item 3 of Part A.

Labour Relations
Effective: April 1, 2014

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 21
BARGAINED RATE - WEEKLY SALARIED POSITIONS
 - DOLLARS PER WEEK

<u>GRADE</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
	<u>LIBRARIANS</u>						
02	Librarian	1,546.00	1,585.00	1,674.00	1,703.00		
	<u>HELICOPTER POSITIONS</u>						
21	Air Engineer	1,787.10	1,824.96	1,859.03	1,893.11		
22	Helicopter Pilot	2,378.87	2,491.49	2,620.60	2,746.96		
24	Helicopter Maintenance Inspector	1,968.96	2,005.76	2,044.61			
	<u>AUDIO-VISUAL, WRITING AND GRAPHIC DESIGN SERVICES</u>						
33	Editorial Assistant	1,219.78	1,306.91	1,395.53	1,502.19		
34	Artist	1,293.84	1,434.19	1,555.30	1,678.34	1,799.46	1,922.50
41	Assistant Environment Specialist	1,616.37	1,717.39	1,818.41	1,919.44	2,020.46	

Librarians, Grades 02 are rounded to the nearest whole dollar.

All progressions shall be in accordance with Item 3 of Part A.

Labour Relations
Effective: April 1, 2014

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 86
UNDERGRADUATE UNIVERSITY, COMMUNITY COLLEGE
AND ASSOCIATED CO-OP PROGRAMS
 - DOLLARS PER WEEK

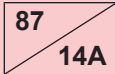
<u>GRADE</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
	<u>COMMUNITY COLLEGE STUDENTS</u>	1st year	2nd year	3rd year	
21	Group 2 - Community College and Polytechnical	753.36	842.05	929.34	
		1st or			
		2nd Term	3rd Term	4th Term	5th Term
22	Group 3 - Community College and Polytechnical Co-Op Programs	753.36	796.98	885.71	929.34

<u>GRADE</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
	<u>UNIVERSITY STUDENTS</u>	1st year	2nd year	3rd year	4th year		
31	Group 4 - University	786.82	929.34	1,073.30	1,215.84		
		1st or					
		2nd Term	3rd Term	4th Term	5th Term	6th Term	7th Term
		4 or 8 mo	12 mo	16 mo	20 mo	24 mo	28 mo
32	Group 5 - University Co-Op Programs	786.82	858.06	1,002.05	1,073.30	1,144.60	1,215.84

NOTES:

1. This schedule is applicable to positions established as having a 35, 37-1/2, or 40-hour basic work week.
2. Appropriate experience (other than previous summer work) can justify a higher rate than the academic year of the student in question.
3. Students will normally be required to join the PWU within 15 days.
4. The grade and corresponding rate paid to the student is based on the academic term that the student has successfully completed, rather than actual work activities. The exceptions are:
 - 4.1 Students who are hired into an hourly-rated position will be paid the applicable hourly rate.
 - 4.2 When a student is placed in a Clerical-Technical position for which a wage or salary grade has been established, the student shall be paid the rate for that position.
5. Allowance will be paid to a summer student in accordance with the normal practice for the setting in which the student works.

Labour Relations
 Effective: April 1, 2014



HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 87
SUMMER STUDENTS
- DOLLARS PER WEEK

<u>GRADE</u>		<u>STEP 1</u>
01	1st year of employment	610.85
02	2nd year of employment	661.72

Labour Relations
Effective: April 1, 2014

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 20
CLERICAL/TECHNICAL/TECHNOLOGIST
 - DOLLARS PER WEEK

<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
68	2,216.14	2,286.87	2,357.60
67	2,090.71	2,157.44	2,224.16
66	1,972.56	2,035.52	2,098.47
65	1,861.34	1,920.75	1,980.15
64	1,756.52	1,812.58	1,868.64
63	1,657.85	1,710.76	1,763.67
62	1,564.96	1,614.90	1,664.85
61	1,477.46	1,524.62	1,571.77
60	1,395.04	1,439.57	1,484.09
59	1,317.46	1,359.50	1,401.55
58	1,240.65	1,280.24	1,319.84
57	1,168.44	1,205.73	1,243.02
56	1,100.33	1,135.44	1,170.56
55	1,036.24	1,069.31	1,102.38
54	975.88	1,007.02	1,038.17
53	919.03	948.36	977.69
52	865.51	893.14	920.76
51	815.06	841.08	867.09

This schedule is applicable to positions established as having a 35, 37-1/2, or 40-hour basic work week.

NOTE: All progressions shall be in accordance with Item 3 of Part A.

Labour Relations
 Effective: October 1, 2014

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 21
BARGAINED RATE - WEEKLY SALARIED POSITIONS
 - DOLLARS PER WEEK

<u>GRADE</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
	<u>LIBRARIANS</u>						
02	Librarian	1,562.00	1,601.00	1,691.00	1,720.00		
	<u>HELICOPTER POSITIONS</u>						
21	Air Engineer	1,804.97	1,843.21	1,877.62	1,912.04		
22	Helicopter Pilot	2,402.66	2,516.41	2,646.81	2,774.43		
24	Helicopter Maintenance Inspector	1,988.65	2,025.82	2,065.06			
	<u>AUDIO-VISUAL, WRITING AND GRAPHIC DESIGN SERVICES</u>						
33	Editorial Assistant	1,231.97	1,319.97	1,409.49	1,517.21		
34	Artist	1,306.78	1,448.53	1,570.86	1,695.13	1,817.46	1,941.73
41	Assistant Environment Specialist	1,632.53	1,734.56	1,836.59	1,938.63	2,040.66	

Librarians, Grades 02 are rounded to the nearest whole dollar.

All progressions shall be in accordance with Item 3 of Part A.

Labour Relations
 Effective: October 1, 2014

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 86
UNDERGRADUATE UNIVERSITY, COMMUNITY COLLEGE
AND ASSOCIATED CO-OP PROGRAMS
 - DOLLARS PER WEEK

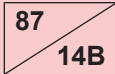
<u>GRADE</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
	<u>COMMUNITY COLLEGE STUDENTS</u>	1st year	2nd year	3rd year	
21	Group 2 - Community College and Polytechnical	760.89	850.47	938.63	
		1st or			
		2nd Term	3rd Term	4th Term	5th Term
22	Group 3 - Community College and Polytechnical Co-Op Programs	760.89	804.95	894.57	938.63

<u>GRADE</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
	<u>UNIVERSITY STUDENTS</u>	1st year	2nd year	3rd year	4th year		
31	Group 4 - University	794.69	938.63	1,084.03	1,228.00		
		1st or					
		2nd Term	3rd Term	4th Term	5th Term	6th Term	7th Term
		4 or 8 mo	12 mo	16 mo	20 mo	24 mo	28 mo
32	Group 5 - University Co-Op Programs	794.69	866.64	1,012.07	1,084.03	1,156.05	1,228.00

NOTES:

1. This schedule is applicable to positions established as having a 35, 37-1/2, or 40-hour basic work week.
2. Appropriate experience (other than previous summer work) can justify a higher rate than the academic year of the student in question.
3. Students will normally be required to join the PWU within 15 days.
4. The grade and corresponding rate paid to the student is based on the academic term that the student has successfully completed, rather than actual work activities. The exceptions are:
 - 4.1 Students who are hired into an hourly-rated position will be paid the applicable hourly rate.
 - 4.2 When a student is placed in a Clerical-Technical position for which a wage or salary grade has been established, the student shall be paid the rate for that position.
5. Allowance will be paid to a summer student in accordance with the normal practice for the setting in which the student works.

Labour Relations
 Effective: October 1, 2014



HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 87
SUMMER STUDENTS
- DOLLARS PER WEEK

<u>GRADE</u>		<u>STEP 1</u>
01	1st year of employment	616.96
02	2nd year of employment	668.34

Labour Relations
Effective: October 1, 2014

NOTES

NOTES

NOTES

APPENDIX “A”

**for Construction and
Supplementary Maintenance**

made and entered into

BETWEEN

**HYDRO ONE INC.
(the “Employer”)**

and

**POWER WORKERS’ UNION (PWU)
(hereinafter called the “Union”)**

Index
Hydro One Inc./ Power Workers' Union Appendix

	Title	Page
Section 1	Preamble.....	AP-3
Section 2	Scope of Agreement	AP-3
Section 3	Mid-Term Agreement	AP-5
Section 4	Work Assignment	AP-5
Section 5	Union Rights and Representatives.....	AP-5
Section 6	Employee Designation	AP-7
Section 7	Union Security.....	AP-9
Section 8	Employment Practices/Hiring	AP-9
Section 9	Hours of Work.....	AP-17
Section 10	Wages and Pay Procedure.....	AP-21
Section 11	Union and Benefit Funds.....	AP-24
Section 12	Travel and Room and Board Allowance	AP-25
Section 13	Tools and Clothing.....	AP-29
Section 14	Grievances and Arbitrations.....	AP-31
Section 15	Committees.....	AP-32
Section 16	Lunchroom Facilities	AP-34
Section 17	Pregnancy/Parental/Adoption Leaves	AP-34
Section 18	Selection to Vacancies	AP-34
	Principles Related to Apprenticeship Program	AP-36
	Tool List	AP-37
	Letters of Understanding	AP-38
	Salary Schedule.....	AP-41

SECTION 1 PREAMBLE

100 WHEREAS the Union, as defined in the covering page of this Collective Agreement, has in its membership competent, skilled and qualified workers to perform the work coming within scope of this agreement; and

WHEREAS Hydro One Inc. and the Union desire to mutually establish and stabilize wages, hours and working conditions for all employees of Hydro One Inc. performing construction and supplementary maintenance work and further, to encourage closer co-operation and understanding between Hydro One Inc. and the Union to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

NOW THEREFORE, The Company and the Union mutually agree that the working conditions as set out below shall be applicable to these employees of Hydro One Inc.

SECTION 2 SCOPE OF AGREEMENT

- 200
- A. Hydro One Inc. recognizes the Union as the sole bargaining agent for all employees who perform construction and maintenance work save and except that work which is performed by other unions within the scope clauses of their current Collective Agreements with Hydro One Inc.
- B. This section applies to all work as defined in A. above save and except that work which is performed by PWU regular employees as defined in the main agreement and shall include the following classifications:

Electrician Journeyperson including senior forepersons, forepersons and sub-forepersons
Electrician Apprentice
Electrical Forester – Journeyperson including senior foreperson, forepersons and sub-forepersons
Electrical Forester – Apprentice
Electrical Forester – Skidder Operator, including senior foreperson, forepersons and sub-forepersons
Electrical Forester – Labourer including senior foreperson, forepersons and sub-forepersons
Linepersons (formerly lineman) including senior forepersons, forepersons and sub-forepersons
Line Apprentice
Communication Electrician including senior foreperson, forepersons and sub-forepersons

Mechanical Trades Persons including senior foreperson, forepersons and sub-forepersons
Mechanical Trade Apprentice
Civil Trade Apprentice
Civil Trades Persons including senior forepersons, forepersons and sub-forepersons
General Helper
Meter Reader
Meter Reader 'B'
Stockkeeper
Operator 1, 2, 3
Meter Reader Data Collector
Cable Splicer
Protection and Control Technologist
Civil Uncertified – Lines
Civil Uncertified – Stations Services

Such other classifications subsequently agreed to by the parties.

An employee of any classification required to operate vehicles or work equipment shall have a current license as required by provincial legislation.

Additional Classifications:

On the request of the Hydro One Inc. Vice President Labour Relations, or the PWU Sector Vice President, the parties will meet to discuss the merits of adding any new classifications.

The parties will consider adding a classification when:

1. Work is required in the classification and,
2. Regular employees are not available to perform the work and,
3. The work is not ongoing in nature.

Nothing in this clause limits the current right of Hydro One Inc. to hire temporary employees in those classifications not included in Appendix "A".

- C. The Union recognizes Hydro One Inc. as the exclusive Employer agency for this Agreement, and in all matters pertaining to the administration of this Agreement.

- D. The term “employee” refers to all casual employees of the Employer in the classifications as set out in Item B above.
- E. A sub-foreperson is an individual who exercises some supervisory responsibility and may use the tools of the trade.
- F. The term “Employer” shall mean Hydro One Inc.

201 A. This Agreement shall be deemed to include any additional Appendix and/or wage schedule added, as the said appendices and/or wage schedules may be revised by Hydro One Inc. and the Union by mutual agreement, from time to time.

202 Geographic Jurisdiction

- A. The jurisdiction of the Union is all of Hydro One Inc.

SECTION 3 MID-TERM AGREEMENT

302 A. This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto.

SECTION 4 WORK ASSIGNMENT

- 400 A. No Construction and/or supplementary maintenance work for Network Services shall be contracted or subcontracted except where Network Services does not normally perform the work of the Mechanical and/or Civil Trades, such work may be contracted or subcontracted.
- B. Hydro One Inc. will provide notice to the Union as far in advance as possible of all new work coming under the scope of this Appendix and all related contracted or subcontracted work.
- C. The jurisdiction of the Union shall be as described in Section 2 of this Appendix.
- D. The jurisdiction of each classification shall be established by the Union.

SECTION 5 UNION RIGHTS AND REPRESENTATIVES

501 A. The Union will designate Union representatives as Accredited Union Representatives to handle the day-to-day administration of this Agreement. The

Union will notify Hydro One Inc. Management 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 work locations. Upon entering the work location, such representatives after identifying themselves to the Hydro One Inc. representative will be free to observe the progress and conduct of the work and to conduct normal Union business associated with the administration of this Collective Agreement. The Union undertakes that these representatives will not unduly interfere in any way with said work.

502

- A. The Union reserves the right to appoint or remove any Steward or Senior Steward on any work site where workers are employed under the terms of this Agreement. If a Steward is transferred to another worksite, and they will continue to be recognized as a Steward unless there is another Steward on that site. In such cases, the transferred Steward will not be recognized unless the Employer is notified by the Union.
- B. The Hydro One Inc. Representative shall be notified in writing when a Steward or Senior Steward is appointed and when such Stewards cease to act as Stewards.
- C. The Steward will be responsible for his/her regularly assigned work on behalf of his/her Employer.
- D. Such Stewards shall be allowed sufficient time to see that the provisions of this Agreement are observed.
- E. No Steward shall be discriminated against by the Employer because of the performance of their duties as a Steward.
- F. Provided he/she is qualified to do the work, a Steward who is working at a worksite where overtime is being worked shall be given the first opportunity to work on that overtime work.

Provided he/she is qualified to do the work, a Steward who is working in a work group where overtime is being worked on Saturdays, Sundays or Recognized Holidays shall be given the first opportunity to work.

- G. Where appropriate as decided by the Union and where more than one Steward is required, one Steward shall be appointed Senior Steward.

- H. The Senior Steward, providing he/she is qualified to perform the work, shall not have their employment terminated or be transferred without the consent of the Accredited Union Representative until as near as possible to the completion of the job, unless with just cause. Where an Employer has only one Steward appointed for a job, such Steward will receive the same consideration given a Senior Steward as noted above.
- I. The Employer shall notify the Union prior to transferring a Steward to another Superintendent.

503

- A. Any worker acting as the designated or certified Health & Safety representative or alternate as defined by the Occupational Health & Safety Act shall be treated the same as Senior Stewards for purposes of layoff. Providing he/she is qualified to perform the remaining work, the designated certified Health & Safety representative or certified alternate shall be the last to be laid off prior to the Senior Steward.
- B. If management feels that any Health and Safety representative is not discharging his/her health and safety duties in a manner that follows the intent and spirit of the legislation, the Employer may refer the issue to the Joint Committee referred to in Section 15 for resolution. If the matter cannot be resolved by the Joint Committee, the grievance procedure may be invoked.

SECTION 6 EMPLOYEE DESIGNATION

600

- A. It is understood that senior forepersons, forepersons and sub-forepersons hold responsible positions in the relationship between the Employer and the Union. Both parties agree that every effort should be made to recruit and retain senior forepersons, forepersons and sub-forepersons who have a high degree of efficiency in the performance of their jobs and in the handling of their workers. Recognizing the responsibilities involved in performing supervisory duties and being a member of the Union, the Employer and the Union will make every effort to minimize problems that may arise which concern the relationship between the foreperson, senior forepersons and sub-forepersons, the Employer, and the Union.
- B. The parties recognize the responsibilities of senior forepersons and forepersons to discharge their supervisory duties. If the Union feels that the senior

foreperson and foreperson is not discharging his/her supervisory duties in a manner that is fair and equitable, or if an Employer feels that the Union is interfering with the senior foreperson or foreperson in the performance of his/her supervisory duties, the Employer or the Union may refer the problem to the Joint Committee referred to in Section 15 – Committees, Subsection 1500 – Joint Committee, for resolution. If the matter cannot be resolved by the Joint Committee, the grievance procedure may be invoked by either party.

- C. The selection of forepersons will be the responsibility of the Employer and done by name hiring from Union members. When making appointments to the foreperson and subforeperson levels, the Employer will give consideration to those PWU members presently employed pursuant to this Appendix however this does not create an obligation to make an appointment of a foreperson from these employees. The retention of forepersons will be the exclusive right of the Employers.
- D. Such forepersons and subforepersons shall be members of the PWU and shall register at the Union Office be issued with clearance cards. If clearance has not been provided within three (3) working days the Employer may proceed with the employment of the foreperson unless the employee's Union dues are in arrears.
- E. In the interest of efficiency and productivity, the Employer shall have the right to move forepersons and sub-forepersons from worksite to worksite.
- F. The senior forepersons differential shall be fifteen (15) percent above the journeyman rate differential as set out in the existing wage schedule. The senior foreperson has responsibilities over and above the forepersons e.g., multiple crews. The foreperson's differential shall be twelve (12) percent above the journeyman rate differential as set out in the existing wage schedules. The sub-foreperson's differential shall be six (6) percent above the journeyman rate differential as set out in the existing wage schedules. The rates of pay for all forepersons and subforepersons covered by this Agreement will be set forth in the current wage schedules. Hydro One Inc. will provide the Union with current wage schedules.
- G. PWU members acting as a General Foreperson for periods of less than three (3) months shall be members of the Union.

- H. Persons appointed to foreperson and senior forepersons positions will be provided supervisory training, prior to appointment, when possible.
- I. Forepersons may be required to work the tools when the crew size is five (5) or less including the foreperson.
- J. Employees employed under this Appendix shall work in separate crews with separate Union Supervision unless mutually agreed upon otherwise by Management and the PWU Sector Vice President.

SECTION 7 UNION SECURITY

- 700
- A. All employees falling under the scope of this agreement will be members or will apply for membership in the PWU within fifteen (15) calendar days, and will maintain such membership in good standing in the Union as a condition of employment. The Employer will cooperate with the Union but bears no responsibility for policing membership status.

SECTION 8 EMPLOYMENT PRACTICES/HIRING

- 800
- A. A contact person will be designated by Hydro One Inc. for the purpose of co-ordinating employment as specified in this Section.
 - B. Hydro One Inc. and the Union will exchange the names of their representatives who will be responsible for co-operating in the referral and employment of reliable and competent Union members.
 - C. Hydro One Inc. will notify the Union of future staffing requirements for all employees coming within the scope of this Agreement.
 - D. The Union will co-operate with the Employer and advise the Hydro One Inc. contact person of the name, address and telephone number of those being referred as soon as it is known and before the employee commences work.
 - E. The Union will review the job description and Physical Demands Analysis (PDA) with potential employees prior to referral to Hydro One Inc. The employee will be expected to sign off the job description and PDA on hire.

F. The Union will direct members to provide, at hiring, all applicable licenses and certificates. In addition, upon hire, all referrals who are members of and/or referred by the Labourers Internal Union of North America (LIUNA) must provide proof of standard Safety, First Aid, CPR & AED training in the same manner as outlined in the EPSCA/LIUNA OPDC MOA/Collective Agreement.

801

A. The employment of workers shall be carried out on the following basis and sequence:

(i) Such workers shall not be employed unless they are in possession of a clearance card from the Union office.

(ii) If the Union is unable to furnish appropriately qualified or certified members or non-member (permit holders) workers to the Employer within three (3) working days of the time the Union office receives the request for workers (excepting Saturdays, Sundays, and Holidays), the Employer shall be afforded the right to employ workers (permit holders) as are available. The Union will issue clearance cards to workers hired in these circumstances. Non-members referred in this situation will be considered permit holders and the Union will notify the Employer when permit holders are referred.

Permit holders by classification may be replaced by Union members after three (3) working days' notice to the Employer but in no case until such permit holders have worked a minimum of one (1) month.

802

A. When unable to proceed with work, an Employer may elect to either layoff or standoff part or all of his/her crew. The Employer shall provide the Union with the names and classifications of affected employees within a reasonable amount of time.

In all cases of layoff the Employer shall layoff its employees within the classification in the following sequence:

- (i) permit holders;
- (ii) Union members;

B. The purpose of this Section is to ensure fair and equitable treatment of employees in the event of reductions in the work force while, at the same time, allowing the Employer to direct and deploy the work force. Nothing in this Section restricts the Employer's right to transfer employees to meet work demands.

(i) The retention of employees who are members of the Union and covered by this Agreement in the Employer's service shall be governed by this Section.

(ii) For the purposes of this Section, there shall be the following classifications of employees:

Electrician Journeyperson including senior foreperson, forepersons and sub-forepersons
Electrician Apprentice
Electrical Forester – Journeyperson including senior foreperson, forepersons and sub-forepersons
Electrical Forester – Apprentice
Electrical Forester – Skidder Operator, including senior foreperson, forepersons and sub-forepersons
Electrical Forester – Labourer including senior foreperson, forepersons and sub-forepersons
Linepersons (formerly lineman) including senior foreperson, forepersons and sub-forepersons
Line Apprentice
Communication Electrician including senior foreperson, forepersons and sub-forepersons
Mechanical Trades Persons including senior foreperson, forepersons and sub-forepersons
Mechanical Trade Apprentice
Civil Trade Apprentice
Civil Trades Persons including senior foreperson, forepersons and sub-forepersons
General Helper
Meter Reader
Meter Reader 'B'
Stockkeeper
Operator 1, 2, 3
Meter Reader Data Collector
Cable Splicer
Protection and Control Technologist
Civil Uncertified – Lines
Civil Uncertified – Stations Services

Such other classifications subsequently agreed to by the parties in Section 2.

- (iii) Employees to be retained must have the necessary qualifications skills and ability to satisfactorily perform the work to be done.
- (iv) Seniority as used in this Section is based on the employee's Established Commencement Date (ECD).
- (v) In the event of a reduction of staff (excluding standoffs) and subject to (iii) and (iv) above, employees who are not members of Union shall be laid off prior to employees who are members of Union. Employees who are not members of Union shall not be subject to the conditions contained in (vi) below.
- (vi) Subject to (iii) and (iv) above, the following conditions shall apply:
 - (a) In the event of a reduction of staff (excluding standoffs), the Employer will identify which of the classifications listed in (ii) will be affected.
 - (b) In the event of a reduction of staff (excluding standoffs), employment retention by seniority shall be as follows:

0 to (9) months	No Seniority
Nine (9) months to (5) years	Seniority by Geographic Territory (Southwestern, Central, Eastern, Northeastern & Northwestern)
Over five (5) years	Seniority Province Wide

* When relocating employees as a result of the application of this Section, the Employer shall provide transportation or pay the equivalent of the cost of public transportation or mileage, whichever is deemed appropriate by the Employer, for the initial trip to the new work

location from the employee's most recent work location. The Employer shall also pay travelling time at the appropriate straight-time rate up to a maximum of eight (8) hours per day.

- (vii) In cases involving reduction of staff, an employee will not lose their service credit unless he/she has a break in service of greater than six (6) months. An employee terminated for any of the following reasons will not lose their service credit unless he/she has a break in service of greater than three (3) months:
 - (a) voluntary termination;
 - (b) layoff necessitated by refusal to accept a transfer resulting from the implementation of the Seniority Clause.

For discharge for cause the employee will immediately lose their service credit.

C. Standoff

- (i) Standoff is a mechanism to be utilized for short durations by the Employer, when work is delayed e.g., spring breakup (1/2 load season) material shortages, outages and release of scheduled work. The standoff process is not intended to circumvent the Layoff procedure.
- (ii) If the Employer elects standoff, it reserves the right to standoff its employees including stewards without pay up to a maximum of fifteen (15) consecutive working days. No daily travel or room and board allowance will be paid to an employee for a standoff period. Senior stewards shall only be placed on standoff when all others in the work group are on standoff.
- (iii) If standoff continues beyond fifteen (15) consecutive working days, an employee, at his/her option, may elect to remain on standoff up to a maximum of 45 days or be removed from standoff at anytime during that 45 days.
- (iv) An employee who elects to remain on standoff shall be issued a Record of Employment Form indicating "standoff – lack of work" dating back to his/her first day on standoff.

- (v) If an employee elects layoff, it shall be carried out in accordance with the terms of Subsection 802, Item A and B. Where appropriate, an employee laid off will be issued a Record of Employment Form indicating “layoff – shortage of work” dating back to his/her first day on standoff.
- (vi) No employee shall be placed on standoff more than twice annually, in a calendar year (January 1st to December 31st), unless additional standoff(s) is agreed to by the employee.
- (vii) Notwithstanding the limitations to the duration of standoff in this Section, the Employer and the PWU Sector Vice President may agree to longer standoff duration to accommodate snow conditions that restrict the access to the work.

803

A. Transfer of Employees

- (i) The Employer reserves the right to transfer employees to meet its needs, having regard for the special requirements of the work. The Employer shall provide transportation or pay the cost of public transportation or pay mileage at \$.40 per kilometer whichever is deemed appropriate by the Employer, for the initial trip to the new work location from the employee’s most recent work location. The Employer shall also pay travelling time at the appropriate straight-time rate up to a maximum of eight (8) hours per day.
- (ii) The Employer will make every reasonable effort to transfer employees as near as possible to their regular residence as the work permits.
- (iii) Employees who are receiving subsistence allowance shall be notified of all potential transfers or layoffs no later than Thursday of the previous week.

B. Transfer Line Work

- (i) When making decisions regarding the transfer of individual employees or crews for line work, the Employer shall adhere to the transfer

process detailed in subsections C and D, subject to the following exclusions from application:

- (a) Transfers within a Superintendent's jurisdiction.
- (b) Individual employees and crews with specialized skills.
- (c) Forepersons.
- (d) Apprentice in conjunction with the mandate of the Joint Apprenticeship Council on transfers.

C. Individual Transfers

- (i) Prior to implementing any transfers of individual employees for line work, the Employer shall identify the work location requiring additional staff and the work location with staff available for transfer. The Employer shall first attempt to satisfy a requirement for additional staff by considering any outstanding requests for transfers which are on file and requesting volunteers from the work location with available staff.
- (ii) If there is an insufficient number of volunteers to meet requirements, the Employer shall request additional volunteers from the "Work Group" covering the above work location.
- (iii) Volunteers from the appropriate classification will be transferred to meet requirements.
- (iv) If after soliciting volunteers through steps (i) and (ii) there are still insufficient volunteers, then the most junior person in the appropriate classification within the "Work Group" will be transferred.

D. Crew Transfers

- (i) Crew transfers to another work group will be of a temporary nature and last no more than six (6) weeks in duration. Subject to the approval by the Union, crew transfers may be extended beyond six (6) weeks in duration.
- (ii) Prior to selecting the crew(s) to transfer for line work, the Employer will identify the location requiring the additional crew(s) and the

work location having the available crew(s) for transfer.

E. Transfer for Other Than Line Work

- (i) When making decisions regarding the transfer of employees for other than line work the Employer shall adhere to the transfer process detailed in subsection (ii), subject to the following exclusions from application:
 - (a) Transfers within a Superintendent's jurisdiction.
 - (b) Individual employees with specialized skills.
 - (c) Foreperson.
 - (d) Apprentices in conjunction with the mandate of the Joint Apprenticeship Council on transfers.

- (ii) Transfers
 - (a) Prior to implementing any transfers for other than line work, the Employer shall identify the work location requiring additional staff and the Superintendent with staff available for transfer. The Employer shall first attempt to satisfy a requirement for additional staff by considering requests for transfers from volunteers.

 - (b) If there is an insufficient number of volunteers to meet requirements, the Employer will select the most junior person in the appropriate classification under the Superintendent to be transferred.

 - (c) Exception: When the Superintendent has responsibility for an unusually large geographic area, the work group may be split into sub-groups by mutual agreement of the parties and the Employer will transfer the most junior person from the appropriate classification within the "sub group". It is agreed that the current geographic area of the Superintendent in the North falls under this exception rule.

- F. The Employer reserves the right to transfer employees between all construction sectors to meet its needs.
- 804 A. The designated certified Health & Safety Representative and certified Health & Safety alternate, Joint Health & Safety Committee members, Health & Safety Representatives, and Union Safety Representative shall be excluded from the transfer provisions. These individuals will be transferred by joint agreement of the Superintendent and the Accredited Union Representative based on the overall health, safety and efficiency needs of both parties.

SECTION 9 HOURS OF WORK

- 900 A. The normal weekly hours of work for all employees of Employers covered by this Agreement shall be forty (40).

The weekly hours shall be:

- (i) worked in five (5) days of eight (8) hours each, Monday to Friday inclusive, or
- (ii) the weekly hours of work (Monday to Friday inclusive) for all employees may be arrived at by having the employees work four (4) consecutive ten-hour shifts or by having the employees work five (5) consecutive eight-hour shifts. Weekly hours will be established for a minimum period of thirty (30) days. Fifteen (15) days written notice shall be sent to the local Union prior to a change in weekly hours. The notice period may be reduced with unanimous agreement of the affected crew.
- 901 The normal daily hours, as provided for in Subsection 900, Item A, are to be worked between 7:00 am and 6:00 pm.
- 902 A. (i) For employees working normal hours on a five (5) day work week, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, for each half shift worked.
- (ii) For employees working normal hours on a four (4) day work week, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, for each half shift worked.
- B. 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.

- C. For employees working overtime, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, after each two (2) hours of overtime worked.
- D. A thirty (30) minute lunch break shall be provided at a time established by the Employer.

903

- A. An employee who reports for work, unless directed not to report the previous day by the Employer, shall receive a minimum of two (2) hours pay plus the appropriate daily travel or board allowance at the applicable rate when he/she reports for work but is unable to commence or continue to work because of circumstances beyond his/her control. An employee will not receive this allowance if unable to complete the shift as a result of inclement weather.
- B. Notwithstanding Subsection 903, Item A above, when an Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee, in such cases, employees will be compensated for the actual time worked plus applicable travel or board allowance.

904

- A. An employee who reports for work at the beginning of a shift and is unable to commence work due to inclement weather will receive pay for one half of the scheduled shift at the applicable rate. To qualify, the employee must remain at a protected place or area as designated by the Employer for one half of the scheduled shift unless excused by an authorized representative of the Employer.
- B. An employee who reports for and commences work but is unable to continue work due to inclement weather shall receive pay for one half of the scheduled shift at the applicable rate of pay for the actual time worked for that shift, whichever is greater.
- C. An employee in receipt of inclement weather pay shall also receive travel or board allowance if applicable.

905

- A. The holidays recognized under this Agreement are:

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

- B. 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.

- A. When working an eight (8) hour day on a five (5) day per week work schedule, overtime shall be paid at 1-1/2 times their straight time rate for all work performed during the first two (2) hours after normal quitting time.

When working a ten (10) hour day on a four (4) day per week work schedule, overtime shall be paid at 1-1/2 times the straight time rate for all work performed during the first two (2) hours after normal quitting time.

Employees who work in excess of twenty-four (24) hours continuously will continue to be paid premium rate for all additional hours worked until such time as the employee receives an eight (8) hour break from work.

All other hours worked outside the normal daily scheduled hours and overtime worked on Saturday, Sunday, Recognized Holidays and non-shift days shall be paid at two (2) times the straight time rate.

- B. When an employee has not been notified the previous day that he/she will be required to work for more than two (2) hours beyond the normal quitting time of his/her shift, and after approximately two (2) hours has been worked, he/she shall be provided with a lunch and allowed thirty (30) minutes to consume same at the base hourly rate of pay. After each additional four (4) hours is worked, the employee shall be allowed thirty (30) minutes to eat at the base hourly rate of pay and a lunch when work is required beyond that four (4) hour period.

Where an employee has been notified the previous day, no lunch will be provided, but the employee will be allowed thirty (30) minutes to eat at the base hourly rate of pay.

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 and Recognized Holidays.

- 907 A. When an employee is called in to work outside of his/her normal hours of work, he/she shall receive a minimum of two (2) hours work at two (2) times the straight time rate plus travel allowance where applicable.
- B. If the employee's normal hours of work commence within this two (2) hour period, the employee will be paid two (2) times the straight time rate for the actual hours worked and revert to his/her normal rate at the commencement of his/her normal hours of work.
- 908 A. (i) Shift work may be established on all work except tower erection and stringing operations provided that there are at least four (4) consecutive days of shifts to be worked excluding Saturdays, Sundays and Recognized Holidays.
- (ii) Where shift work is established, the normal shift hours shall be the same as the day hours.
- (iii) The normal starting time for day shift hours shall be the same as the day work hours described in Subsection 901.
- (iv) The second shift hours shall commence with the conclusion of the day shift hours.
- B. (i) Employees required to work shift work on the second shift of a two-shift operation shall receive a shift differential of time and one-seventh for normal scheduled shift hours worked. 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 had not be reassigned, up to a maximum of four (4) days of shift differential.
- (ii) No employee shall be required to work more than one shift in any twenty-four (24) hour period unless the overtime rate is paid.
- (iii) The shift rate will be based on the day in which the shift begins.
- 909 A. It may be necessary from time to time to vary the hours of work established in Subsections 901 and 908. Any amendments to the hours of work will be established

by mutual agreement between Hydro One Inc. and the Union.

- 910 A. Annual unpaid entitlement vacation shall be twenty (20) working days and in special circumstances, upon agreement of the Union and the Employer additional vacation may be granted providing work scheduling will permit. All vacation will be taken with the approval of the Employer and approval shall not be unreasonably denied.

SECTION 10 WAGES AND PAY PROCEDURE

- 1000 A. Wage rates for employees in the classifications listed in Subsection 200, Item B, of this Agreement shall be as set forth in the current wage schedules. Hydro One Inc. will provide the Union with current wage schedules.
- B. Wage rates for all classifications listed in Sub-section 200, Item B of this Agreement, excluding acting general forepersons, senior forepersons, forepersons and sub-forepersons (see section 600 F & G), will be drawn up in accordance with the following Table of Relationships. This table indicates the relationship to be maintained between the basic classifications within the bargaining unit. Changes in basic classification wage rates shall be accompanied by changes in the subsidiary classification wage rates in accordance with the percentages shown in the table. Base Rate is calculated by subtracting Vacation and Statutory Holiday pay, the Pension remittance and the Welfare remittance from the Total Wage Package for non-Civil Certified Trades. The Total Wage Package for non-Civil Certified Trades shall be \$50.47.

Table of Relationships

<u>Classification</u>	<u>Percent of *Base Rate</u>
-----------------------	------------------------------

Certified Trade 5 year Apprenticeship
(other than Civil Trades)

– Journeyperson	*100
– Apprentice	
5th period	80
4th period	70
3rd period	60
2nd period	50
1st period	40

ClassificationPercent of *Base Rate

Certified Trade 4 year Apprenticeship
(other than Civil Trades)

- Journeyperson	*100
- Apprentice	
4th period	80
3rd period	70
2nd period	60
1st period	50

Certified Civil Trade e.g. Carpenters, Painters, Insulators, Asbestos Workers, Plasterers, Cement Masons and Operators which have an Apprenticeship Program will be paid at ninety-five (95) percent of base rate for Journeyperson Lineperson. Apprenticeship rates are based on this rate.

- Welder	100
- Electrical Forester/Stockkeeper	85
- Apprentice (Apprentice rates are based on Electrical Forester rate.)	
4th period	80
3rd period	70
2nd period	60
1st period	50
- Electrical Forester (Skidder Operator)	70
- Electrical Forester (Labourer)	55
- General Helper	55
- Civil Trades (No Apprenticeship)	85
- Meter Reader	68

1001

A. Normal

- (i) 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.
- (ii) Wages shall be paid by the Employer at the work location, before quitting time, in cash or by cheque, payable at par in the locality of the work location.

Accompanying each payment of wages shall be a statement, in writing, which can be retained by the employee, setting forth:

- (a) the period of time or the work for which the wages are being paid;
 - (b) the rate of wages to which the employee is entitled;
 - (c) the amount of wages to which the employee is entitled;
 - (d) the amount of each deduction from the wages of the employee and the purpose for which each deduction is made;
 - (e) any allowance or other payment to which the employee is entitled;
 - (f) the amount of vacation pay for which the employee is being credited;
 - (g) the amount of recognized holiday pay for which the employee is being credited; and
 - (h) the net amount of money being paid to the employee.
- (iii) In cases where inclement weather is declared on pay day, employees will receive their pay before leaving the work location provided it is available at the work location.

B. On Termination

- (i) An employee who voluntarily terminates their employment will be provided final pay **direct deposited** on the next regular pay day for the period worked.
- (ii) At work locations where the Employer does not have an on-site pay office, an employee will have final pay **direct deposited** and **his/her Record of Employment information sent electronically to Service Canada** eight (8) working days from termination. This does not preclude an employee being paid his/her final pay at the work location prior to the expiration of the eight-day period.

- (iii) An employee who is discharged shall be provided with his/her final pay immediately if the Employer's pay facilities are at the work locations or as per Item B (ii) above, if the Employer's pay facilities are not at the work location.
- (iv) Failure of the Employer to comply with the requirements in Clause 1001 B (I), (ii) and (iii) will entitle the employee to two (2) hours at the straight time rate for each normal work day of non-compliance.

SECTION 11 UNION AND BENEFIT FUNDS

- 1100
 - A. The Employer agrees to deduct from the total wage package above and pay into an operative welfare plan for all hours earned. Such welfare payments will be set forth in the wage schedules provided by Hydro One Inc.
 - B. The Employer agrees to deduct from the total wage package and pay into an operative retirement plan an amount of money per hour to be determined by the Union for all hours earned. Such pension payments will be set forth in the wage schedules provided by Hydro One Inc.
- 1101
 - A. The vacation and recognized holiday pay rate shall be ten (10) percent of vacationable gross earnings. The vacation pay rate shall be four (4) percent and the recognized holiday pay rate shall be six (6) percent.
 - B. Payment of vacation and recognized holiday pay shall be made weekly.
- 1102
 - A. The Employer agrees to deduct Union Funds from wages and to remit the amounts deducted to the Union. The amounts to be deducted and remitted will be as set out in the wage schedules attached hereto.
 - B. A checkoff system of Union initiation fees and dues will be made operative for the lifetime of this Agreement. The Employer will supply full check-off lists of employees subject to checkoff at regular intervals and agrees to collect monthly for the Union dues payable to the Union. The Employer will transmit the monies so collected to the designated officials of the Union. The Union will indemnify the Employer for any liability arising from the deduction of initiation fees and dues as requested by the Union.

- C. The Employer shall put into effect any changes to Union funds or dues upon notification by the Union.
- D. The Employer will arrange for each worker falling under the jurisdiction of the Union to sign a Union dues checkoff authorization as a condition of employment at the time he/she is employed.

SECTION 12 TRAVEL AND ROOM AND BOARD ALLOWANCE

1200 Daily Travel Allowance

A. The daily travel allowance will be paid by the Employer to its employees who are not living in camp or receiving a subsistence allowance as referred to in Subsection 1201, on the following basis:

- (i) If an employee lives within 40 radius kilometers of the work location or declared assembly point * no travel allowance will be paid.
- (ii) If an employee lives within 40-56 radius kilometers of the work location or declared assembly point they shall receive **\$24.60 (effective April 1, 2014, \$25.22)** per day travel allowance for each day worked or reported for.
- (iii) If an employee lives within 56 to 80 radius kilometers of the work location or declared assembly point they shall receive **\$29.41 (effective April 1, 2014, \$30.15)** per day travel allowance for each day worked or reported for.
- (iv) If an employee lives within 80-97 radius kilometers of the work location or declared assembly point they shall receive **\$34.21 (effective April 1, 2014, \$35.07)** per day travel allowance for each day worked or reported for.
- (v) If an employee lives greater than 97 radius kilometers from the work location or declared assembly point, and does not qualify for subsistence allowance under Subsection 1201 below, they shall receive **\$38.70 (effective April 1, 2014, \$39.67)** per day travel allowance for each day worked or reported for provided the employee continues to travel greater than 97 radius kilometers daily.

* For the purpose of this Section, “declared assembly point” is a material yard, field office

or other location that may from time to time be designated by the Employer as a location for assembling prior to leaving for the work location.

- (vi) 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 distance of these straight lines shall be applied to the ring concept to establish the employee's travel allowance entitlement, board allowance entitlement and initial and return allowance entitlement.
- (vii) A natural barrier is defined as any obstruction or impediment which creates an unreasonable relationship between radius kilometres and actual kilometres travelled.

A joint team, made up of one Union representative and one Management representative will review situations where employees feel the relationship between radius kilometres and actual kilometres travelled is unreasonable and decide the issue without prejudice or precedent.

- B. 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.

1201

Room and Board Allowance (Subsistence)

- A. The following conditions will apply for employees whose regular residence* is more than 97 radius kilometres from the work location or declared assembly point:
 - (i) An Employer may supply either:
 - (a) free room and board in camp or a good standard of board and lodging; or
 - (b) a subsistence allowance; or

* For the purpose of this Section "regular residence":

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/she 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 obtains temporary accommodation for that work location.
 3. For metropolitan areas (Toronto and Hamilton) the calculation of distance shall be 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/her self-contained domestic establishment will apply.
- (ii) An employee may exercise his/her option not to stay in a camp or accept free room and board. An employee who exercises this option shall receive a subsistence allowance as follows:
- (a) When an employee's regular residence is more than 97 radius kilometres from the work location, or declared assembly point which is north of the French River and the employee maintains temporary accommodations at or near the work location or declared assembly point the employee shall be paid a subsistence allowance of **\$100.23 (effective April 1, 2014, \$102.74)** per day for each day worked or reported for.

South of the French River an employee will be paid **\$93.54 (effective April 1, 2014, \$95.88)** per day for each day worked or reported for.

- (b) When an employee's residence is more than 450 kilometres from the work location and the employee is working a four (4) day by ten (10) hour per day shift, the employee will be paid one (1) additional day's subsistence allowance.
- B. An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Subsection 1200 and Subsection 1201, Item A above, when such employee reports for work but does not remain at work for his/her scheduled daily hours unless excused by an authorized representative of his/her Employer. Such permission shall not be unreasonably denied.
- C. Upon application, payment of Room and Board/Travel Allowance will be issued for the first two pay periods. Failure to provide satisfactory proof of eligibility during this period, will result in cessation of payments and the recovery in two equal amounts. In the event of termination for any reason before full recovery, any balance owing will be deducted from the final pay.

1202

Travel Time

- A. The Employer will supply transportation between the assembly points and work locations.
- B. All travel time will be outside of normal working hours.
- C. On normal working days an employee will be paid his/her straight-time rate for all time spent travelling from his/her assembly point to his/her work location.
- D. On Saturdays, Sundays and Recognized Holidays identified in Subsection 905 A, B and C, an employee will be paid his/her premium rate for all time spent travelling from his/her assembly point to his/her work location.
- E. An employee will travel up to a maximum of one (1) hour on his/her own time when returning from the work location to the assembly point.
 - (i) On normal working days an employee will be paid straight-time rate for all time spent travelling in excess of one (1) hour.

- (ii) On Saturdays, Sundays and Recognized Holidays identified in Subsection 905 A, B and C an employee will be paid premium rate for all time spent travelling in excess of one (1) hour.

1203

Initial and Return Travel and Transportation

- A. On recruitment of workers who live beyond 161 radius kilometres from the work location, the Employer shall pay \$.40 per radius kilometre, plus travel time based on one hour's pay for each 80 kilometres, or part thereof, of travel to a maximum of 8 hours pay for the initial trip to the work location from where the worker lives. On recruitment of workers who live outside Ontario, the distance calculation for this allowance shall be from where the worker lives or the Union Referral Hall, whichever is closer.
- B. To qualify for payment in Item A, the employee must be engaged in work for a minimum of fifteen (15) working days or the duration of the job, whichever is less.
- C. On termination of employment due to a reduction of staff, an employee qualified for payment as a result of Item B above, shall be entitled to return travel expenses calculated in the same manner as in Items A above for the return trip from the current work location to where the worker lives. An employee whose employment terminates for any reason other than reduction of staff shall not be eligible for return payment.
- D. At the end of each three (3) months of continuous employment at a work site where the employee resides in a camp or a camp situation, he/she shall receive eight (8) hours pay at his/her appropriate straight time rate to assist in defraying costs of returning home.

1204

Use of Personal Vehicle

- A. An employee who is requested or receives approval from an authorized representative of his/her Employer to use his/her personal vehicle for the convenience of his/her Employer shall be reimbursed at \$.40 per kilometre travelled for such use of his/her vehicle.

SECTION 13 TOOLS AND CLOTHING

1300

- A. Employees shall be required to provide themselves with the ordinary hand tools of the trade as specified in the attached tool listing*. The Employer will provide

insofar as is practical, separate facilities for storing the tools, but shall not be held responsible for losses, except as noted hereunder.

- (i) When personal tools valued in excess of \$15.00 are lost due to fire, the Employer will consider replacement or payment value to a maximum of \$500.00 based on the merit of tools that a tradesperson is required to have to perform their normal duties with the Employer.
 - (ii) The Employer agrees to compensate employees for tools lost by theft, as supported by claims submitted in writing with substantiating evidence to establish theft resulting from forcible entry to locked storage provided by the Employer to a maximum of \$500.00.
 - (iii) In the event of a loss by fire at a work location, 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.
 - (iv) In the event of a loss by fire at an Employer operated camp, replacement or payment of the full estimated value in excess of \$15.00 but not exceeding \$750.00 for the loss of personal clothing will be made.
- B. Employees who have obtained tools from the Employer's tool crib shall be allowed sufficient time, in the opinion of Management, to return such tools to the tool crib during working hours. Employees receiving tools from such tool crib shall be held responsible for the return of such tools in good condition, subject to normal wear and tear. On layoff or standoff, employees will be allowed reasonable time to return tools.
- C. Gang tools which are issued to a foreperson are used by one or more members of the crew. Such tools are not identified on trade tools lists, nor are then the tools and equipment identified in A. and B. of this section. Such tools shall be the responsibility of the Employer.
- D. Employees eligible for payment under A. above shall be reimbursed within ten (10) working days after the date of submitting a claim.

1301

- A. Employees are required to wear protective clothing and use protective equipment appropriate for the work being done. The Employer shall supply employees working in close proximity to obvious fire hazards (i.e., open flames) with flame resistant coveralls. Refer to Mid-Term Agreement MT-61 for terms and conditions for the provision of Flame and Arc Resistant Clothing.
- B. The Employer will supply protective clothing including gloves, high visibility clothing, rainwear and coveralls where appropriate at no cost to the employee. Protective clothing that is provided by the Employer will be charged out to an employee and the employee shall be responsible for the return of such protective clothing and equipment upon completion of the work involved.
- C. Employees shall supply themselves with, and wear at all times on the job, an approved safety helmet and safety footwear.

When an Employer wishes an employee to wear a specifically identified safety helmet, the Employer shall provide it on loan, complete with a new liner.

SECTION 14 GRIEVANCES AND ARBITRATIONS

1400

- (a) Hydro One Inc. shall appoint employees beyond the jurisdiction of the Union to act as contact supervisor. Each contact supervisor shall be responsible for giving or securing a decision on any grievance submitted to him/her by a Union representative on behalf of any employee or group of employees under his/her supervisor. Grievances will be referred to the contact supervisor within 30 days of the discovery of the event giving rise to the grievance. If a satisfactory decision is not made by the contact supervisor within 48 hours, the Union representative may, within 30 days, refer the grievance to arbitration.

Employees shall be entitled to Union representation at any disciplinary meeting.

- (b) The referral to arbitration shall be made to one of the following single arbitrators on a rotating basis:
 - (i) Jules Bloch
 - (ii) Rob Herman
 - (iii) Louisa Davie

- (c) The arbitrator shall set a hearing date to take place within ten (10) working days of the date of the referral and shall render a decision on the case within 30 days of the completion of the hearing of the matter. The parties agree that they will facilitate to the greatest extent possible the expeditious completion of the hearing process.
- (d) The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall not have jurisdiction to alter or overrule this agreement or to make any decision inconsistent with this agreement.
- (e) The arbitrator shall have all the power and authority of an arbitrator under Section 48 of the Labour Relations Act, 1995.
- (f) Maintenance of normal earnings shall be provided by Hydro One Inc. for all Union representatives, attending at the grievance process, including the arbitration hearing. Arbitrator costs will be shared.

SECTION 15 COMMITTEES

1500 Joint Committee

- A. To advance harmonious relations between Hydro One Inc. and the Union, Hydro One Inc. and the Union shall appoint a Joint Committee comprised of two (2) PWU and two (2) Management as appointed by the parties.

The Committee shall meet at least annually to review the work program and matters associated with the administration of this Appendix with the intent of achieving uniformity of application of this Appendix wherever employees are working. The Committee may also consider matters related to safety.

1501 Joint Apprenticeship Committees (subject to the attached letter "Principles Related to Apprenticeship Program", related Committee Agreements, and Certificate of Qualification requirements.)

- A. A Joint Apprenticeship Council (JAC) shall be established and shall meet on a regular basis. This Council shall consist of an equal number of members of the Union and representatives of the Employer. Where applicable, a representative of the Apprenticeship Branch of the Ontario Government may also be

appointed as an advisor to the regular Council members.

- B. The JAC shall be responsible for the establishment and maintenance of the apprenticeship training programs, as well as adopting operating rules and conditions with respect thereto which are complementary to and in keeping with the intent of the Apprenticeship and Trades Qualification Act RSO 1970 as amended.
- C. Apprentices shall be hired by the Employer, as and when required, from a pool of qualified apprentices established by the JAC in accordance with the procedures established under the JAC Terms of Reference.
- D. All apprentices shall be governed by the Ontario Apprenticeship and Trades Qualification Act and Regulations but the ratio of apprentices to Journeypersons may be set from time to time by the Joint Committee.
- E. In order to expedite the Apprentice's entrance into Journeyperson status, the following policy shall apply:
 - (i) The Apprentice must apply to the Apprenticeship Branch to write his/her examination as soon as possible after he/she has reached his/her total hours, less 300.
 - (ii) The Apprentice will give the JAC two weeks notice that he/she is going to write his/her examination.
 - (iii) After writing the examination, the Apprentice will check his/her hours in his/her Progress Record Book, with the JAC.
 - (iv) The Employer will commence paying the Journeyperson's rate of pay the day after the Apprentice completes his/her hours and providing the following conditions have been met:
 - (a) The Employer is satisfied that the Apprentice has completed his/her hours. If there is a question concerning the completion of hours, confirmation will be supplied by the JAC and/or the Union; and,

- (b) The Employer is shown written proof of Certification from the Apprenticeship Branch, or has verbal confirmation from the JAC and/or the Union; and,
 - (c) The Apprentice has passed his/ her examination for his/her Certification of Qualification (C of Q).
- F. In the event that an Apprentice fails his/her examination for his/her C of Q, he/she will be paid the journeyman rate of pay from the day he/she passes any future examinations.
- G. Where the JAC is unable to reach an agreement on any matter concerning apprenticeship, the issue shall be referred to the Joint Committee for their decision.

SECTION 16 LUNCHROOM AND WASHROOM FACILITIES

1600 Lunchroom Facilities

- A. The Employer will provide clean and adequately heated facilities for employees where such facilities may reasonably be provided. Lunchroom facilities are to include adequate space with tables and benches and are to be separated from storage areas. Washroom facilities are to include flush toilets and hot and cold running water where reasonable and practicable.

SECTION 17 PREGNANCY/PARENTAL/ADOPTION LEAVES

- 1700 A. Provisions of the Employment Standards Act will apply to a pregnant employee. In addition, an employee's seniority will accumulate while on leave provided this does not affect the normal date of layoff.

SECTION 18 SELECTION TO VACANCIES

PWU represented members who have performed work for Hydro One Inc. pursuant to this Appendix will be entitled to apply to regular positions within Hydro One Inc. for which they are qualified and will be selected on the basis of seniority.

Seniority for the purposes of applying to regular positions will be calculated on the basis of accumulated service with the Hydro One Inc. gained through this Appendix.

Employees in receipt of a Hydro One Inc. pension are not eligible for selection to Vacancies.

Dated at Toronto this _____ day of _____ 1998.

FOR: Hydro One Inc.

FOR: POWER WORKERS' UNION

Principles Related to Apprenticeship Program

The parties agree to establish an apprenticeship program recognizing that the apprenticeship program should be structured to best support the Hydro One Inc. requirements, the Apprentice and the requirements of the Trades Qualification Act.

The parties agree that the following principles should be accepted when developing the apprenticeship program:

- PWU Apprentices will be acquired through the provisions of the Appendix to the Hydro One Agreement.
- The Apprenticeship Program will be managed by the Joint Councils outlined in the Appendix to the Hydro One Agreement.
- Apprentices will be assigned to regular work crews and to casual work crews for the purposes of their training program.
- When Apprentices are doing work on an assigned basis with regular work crews, these crews will not be considered as composite crews. In this circumstance the non-monetary provisions of the Main Agreement apply as well as the meal provisions contained in Part B, Item 18.2 and Mid-Term Agreement MT-61.
- The administration of the Apprentice Program will be funded by the Employer and operated from the Union Office.

The parties further agree that a committee would be established comprised of two (2) representatives from Hydro One Inc. and two (2) representatives from the Union to meet and develop the procedures to be followed on the Apprenticeship Program.

Appendix A – TOOL LIST

All journeypersons electricians are required to have the following tools:

- 1 Centre punch
- 1 1/2" Cold Chisel
- 1 Half-round File
- 1 Ball Peen Hammer
- 1 Adjustable Hacksaw Frame
- 1 Knife
- 1 Medium Level
- 5 Prs of Pliers – 8" Sidecutters, Diagonal, Longnose and 2 pairs of Channellock
- 6 Screwdrivers, Robertson and Standard Types
- 1 6" Square or Combination Square
- 1 6' Folding Wood Rule
- 1 Small Tap Wrench
- 1 Tool Box
- 1 Tool Pouch and belt for hand tools

Lineperson Tool List

- 1 Tool Box and lock
- 1 Ball Peen Hammer
- 1 Jackknife or Stripping Knife
- 1 9" Pliers
- 1 6' Folding Wood Rule
- 1 Screwdriver, flat blade, 8"
- 1 8" Adjustable Crescent Wrench
- 1 10" or 12" Adjustable Crescent Wrench

Electrical Forester

- 1 Saw, hand, pruning
- 1 Set of appropriate hand saw sharpening equipment
- 1 Jack Knife
- 1 Hand Pruners

All Journeyperson Mechanical Tradespersons are required to have the following tools:

- 1 punches, centre set
- 1 punch, pin, set
- 4 punch, taper set
- 4 rule, steel, 6"
- 3 screwdrivers, flat blade, 4" 8" and 12".
- 1 screwdriver, flat blade, stubby
- 1 screwdriver, flat blade, offset
- 1 screwdriver, robertson, set of detachable head
- 1 screwdriver, phillips, set of detachable head
- 1 scribe, steel
- 1 square, combination, with level, protractor and centre head 12"
- 1 tape rule, steel, 6' or longer.
- 1 wrench, tap – to handle up to 1/4" taps
- 3 wrenches, adjustable, crescent type, 4" 8" and 12"
- 1 wrench, vise grip

March 26, 1998

D.F. MacKinnon
Sector Vice President
Power Workers' Union
244 Eglinton Avenue East
Toronto, Ontario
M4P 1K2

Dear Mr. MacKinnon:

1988 Negotiations – Transmission Agreement

This will confirm the discussion at negotiations regarding the natural barrier concept.

It is agreed that an obstruction or impediment will include those areas where roads have not been constructed and which causes an unreasonable relationship between radius Kilometres and actual kilometres travelled.

Yours truly,

March 26, 1998

D.F. MacKinnon
Sector Vice President
Power Workers' Union
244 Eglinton Avenue East
Toronto, Ontario
M4P 1K2

Dear Mr. MacKinnon:

1988 Negotiations – Transmission Agreement

This will confirm the discussion at negotiations regarding parking allowance in Toronto.

Employees working in the downtown core of Toronto will be paid \$3.00 per day worked as a parking allowance when an Employer does not provide parking space.

The downtown core is defined as the area bounded by the east side of Dufferin Street in the west, the west side of Sherbourne Street and Mount Pleasant Road in the east, the south side of Eglinton Avenue in the north and by Lake Ontario in the south.

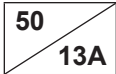
Yours truly,

Add to the Hydro One Inc. Collective Agreement

Assignment of Work & Dispute Resolution Process – Appendix A Construction & Supply Maintenance

1. No regular Hydro One Inc. employee will be laid off as a direct result of work being performed pursuant to Appendix A of the Collective Agreement.
2. Hydro One Inc. shall share all related information for making an assignment as far in advance of the work as possible.
3. Hydro One Inc. representatives and the PWU Sector Vice-President will agree upon the proposed assignment prior to the assignment being made by the Employer.
4. Failing to agree on the assignment of work will result in an expedited resolution process.
5. Should the parties fail to agree on the assignment of work to employees hired pursuant to Appendix A, the issue will be referred to Mr. Martin Teplitsky, or his deputy who will act as the sole arbitrator for resolution of the dispute.
6. The arbitrator will hear the dispute within three (3) days of the dispute being referred to Arbitration. The Arbitration may be conducted by conference call.
7. Briefs shall be prepared by each party which will include a statement of facts, a brief argument and any other information and/or documents relevant to the issue. Briefs will be exchanged between the parties and provided to the arbitrator at least 24 hours before the arbitration hearing begins. Witnesses may be called with leave of the arbitrator.
8. The decision of the arbitrator shall be final and binding on the parties.

**HYDRO ONE
PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX
WAGE SCHEDULES
CERTIFIED TRADES (OTHER THAN CIVIL TRADES)
SALARY SCHEDULE 50**



Page 1 of 3

GRADE AND STEP	CLASSIFICATIONS, OCCUPATION CODES & EFFECTIVE DATES	BASE HOURLY RATE	VACATION & STAT. HOLIDAY	PENSION	WELFARE	TOTAL WAGE PCKGE
01-9	LINES SENIOR FOREPERSON - 411164					
02-9	MECHANICAL SENIOR FOREPERSON - 435362					
03-9	ELECTRICAL SENIOR FOREPERSON - 411061					
	04-01-13	50.54	5.05	3.00	3.00	61.59
01-8	LINES FOREPERSON - 411165					
02-8	MECHANICAL FOREPERSON - 435363					
03-8	ELECTRICAL FOREPERSON - 411062					
	04-01-13	49.22	4.92	3.00	3.00	60.14
01-7	LINES SUBFOREPERSON - 411153					
02-7	MECHANICAL SUBFOREPERSON - 435352					
03-7	ELECTRICAL SUBFOREPERSON - 411051					
	04-01-13	46.59	4.66	3.00	3.00	57.25
01-6	LINES JOURNEYPerson - 411134					
02-6	MECHANICAL JOURNEYPerson - 435332					
03-6	ELECTRICAL JOURNEYPerson - 411031					
05-6	CABLE SPLICER JOURNEYPerson - 001377					
	04-01-13	43.95	4.40	3.00	3.00	54.35
	ELECTRICAL APPRENTICE (5 YEAR PROGRAM) - 411113					
	MECHANICAL TRADE APPRENTICE (5 YEAR PROGRAM) - 435312					
	CABLE SPLICER APPRENTICE (5 YEAR PROGRAM) - 001727					
01-0	1ST PERIOD					
	04-01-13	17.58	1.76	3.00	3.00	25.34
01-1	2ND PERIOD					
	04-01-13	21.98	2.20	3.00	3.00	30.18
01-2	3RD PERIOD					
	04-01-13	26.37	2.64	3.00	3.00	35.01
01-3	4TH PERIOD					
	04-01-13	30.77	3.08	3.00	3.00	39.85
01-4	5TH PERIOD					
	04-01-13	35.16	3.52	3.00	3.00	44.68
	LINES APPRENTICE (4 YEAR PROGRAM) - 410312					
02-0	1ST PERIOD					
	04-01-13	21.98	2.20	3.00	3.00	30.18
02-1	2ND PERIOD					
	04-01-13	26.37	2.64	3.00	3.00	35.01
02-2	3RD PERIOD					
	04-01-13	30.77	3.08	3.00	3.00	39.85
02-3	4TH PERIOD					
	04-01-13	35.16	3.52	3.00	3.00	44.68

Note: The normal weekly hours of work for all employees of Employers is forty (40).

OVERTIME RATE:

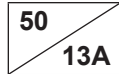
Mon-Fri: Scheduled Work Days - 1 1/2 times for up to and including 2 hours beyond the normal daily scheduled number of hours. This applies for both 4 day x 10 hours per day schedule and 5 day by 8 hour per day schedule.

Non-Scheduled Work Days - 2 times for all hours worked.

Sat: 2 times for all hours worked.

Sun&Hot: 2 times for all hours worked.

HYDRO ONE
 PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX
 WAGE SCHEDULES
 CERTIFIED CIVIL TRADES
 SALARY SCHEDULE 50



GRADE AND STEP	CLASSIFICATIONS, OCCUPATION CODES & EFFECTIVE DATES	BASE HOURLY RATE	VACATION & STAT. HOLIDAY	PENSION	WELFARE	TOTAL WAGE PCKGE
MECHANICAL TRADES APPRENTICE (4 YEAR PROGRAM) - 435313						
02-10	1ST PERIOD 04-01-13	26.37	2.64	3.00	3.00	35.01
02-11	2ND PERIOD 04-01-13	30.77	3.08	3.00	3.00	39.85
02-12	3RD PERIOD 04-01-13	35.16	3.52	3.00	3.00	44.68
02-13	4TH PERIOD 04-01-13	39.56	3.96	3.00	3.00	49.52
CIVIL SENIOR FOREPERSON - 435764						
11-9	04-01-13	48.01	4.80	3.00	3.00	58.81
CIVIL FOREPERSON - 435763						
11-8	04-01-13	46.76	4.68	3.00	3.00	57.44
CIVIL SUBFOREPERSON - 435763						
11-7	04-01-13	44.26	4.43	3.00	3.00	54.69
CIVIL JOURNEYPerson - 435733						
11-6	04-01-13	41.75	4.18	3.00	3.00	51.93
CIVIL APPRENTICE (5 YEAR PROGRAM) - 435713						
11-0	1ST PERIOD 04-01-13	16.70	1.67	3.00	3.00	24.37
11-1	2ND PERIOD 04-01-13	20.88	2.09	3.00	3.00	28.97
11-2	3RD PERIOD 04-01-13	25.05	2.51	3.00	3.00	33.56
11-3	4TH PERIOD 04-01-13	29.23	2.92	3.00	3.00	38.15
11-4	5TH PERIOD 04-01-13	33.40	3.34	3.00	3.00	42.74
CIVIL APPRENTICE (4 YEAR PROGRAM) - 435714						
12-0	1ST PERIOD 04-01-13	20.88	2.09	3.00	3.00	28.97
12-1	2ND PERIOD 04-01-13	25.05	2.51	3.00	3.00	33.56
12-2	3RD PERIOD 04-01-13	29.23	2.92	3.00	3.00	38.15
12-3	4TH PERIOD 04-01-13	33.40	3.34	3.00	3.00	42.74

Note: The normal weekly hours of work for all employees of Employers is forty (40).

OVERTIME RATE:

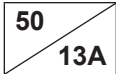
Mon-Fri: Scheduled Work Days - 1 1/2 times for up to and including 2 hours beyond the normal daily scheduled number of hours. This applies for both 4 day x 10 hours per day schedule and 5 day by 8 hour per day schedule.

Non-Scheduled Work Days - 2 times for all hours worked.

Sat: 2 times for all hours worked.

Sun & Hol: 2 times for all hours worked.

**HYDRO ONE
PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX
WAGE SCHEDULES
ELECTRICAL FORESTER – UNCERTIFIED CIVIL TRADES
SALARY SCHEDULE 50**



Page 3 of 3

GRADE AND STEP	CLASSIFICATIONS, OCCUPATION CODES & EFFECTIVE DATES	BASE HOURLY RATE	VACATION & STAT. HOLIDAY	PENSION	WELFARE	TOTAL WAGE PACKAGE
21-9	ELECTRICAL FORESTER SENIOR FOREPERSON - 415363 04-01-13	42.96	4.30	3.00	3.00	53.26
21-8	ELECTRICAL FORESTER FOREPERSON - 415364 04-01-13	41.84	4.18	3.00	3.00	52.02
21-7	ELECTRICAL FORESTER SUBFOREPERSON - 415351 04-01-13	39.60	3.96	3.00	3.00	49.56
21-6	ELECTRICAL FORESTER JOURNEYPerson - 415331 21-5 STOCKKEEPER - 427502					
21-10	UNCERTIFIED CIVIL TRADESPerson - LINES - 002702					
21-11	UNCERTIFIED CIVIL TRADESPerson - STATION SERVICES - 002703 04-01-13	37.36	3.74	3.00	3.00	47.10
	ELECTRICAL FORESTER APPRENTICE (4 YEAR PROGRAM) - 415311					
21-0	1ST PERIOD 04-01-13	18.68	1.87	3.00	3.00	26.55
21-1	2ND PERIOD 04-01-13	22.42	2.24	3.00	3.00	30.66
21-2	3RD PERIOD 04-01-13	26.15	2.62	3.00	3.00	34.77
21-3	4TH PERIOD 04-01-13	29.89	2.99	3.00	3.00	38.88
22-9	ELECTRICAL FORESTER (SKID OPERATOR) SR FOREPERSON - 415323 04-01-13	35.39	3.54	3.00	3.00	44.93
22-8	ELECTRICAL FORESTER (SKID OPERATOR) FOREPERSON - 415324 04-01-13	34.46	3.45	3.00	3.00	43.91
22-7	ELECTRICAL FORESTER (SKID OPERATOR) SUBFOREPERSON - 415325 04-01-13	32.62	3.26	3.00	3.00	41.88
22-6	ELECTRICAL FORESTER (SKID OPERATOR) JOURNEYPerson - 415313 04-01-13	30.77	3.06	3.00	3.00	39.85
23-9	ELECTRICAL FORESTER (LABOURER) SENIOR FOREPERSON - 415319 04-01-13	27.80	2.78	3.00	3.00	36.58
23-8	ELECTRICAL FORESTER (LABOURER) FOREPERSON - 415318 ⁽¹⁾ 04-01-13	27.07	2.71	3.00	3.00	35.78
23-7	ELECTRICAL FORESTER (LABOURER) SUBFOREPERSON - 415317 ⁽¹⁾ 04-01-13	25.52	2.56	3.00	3.00	34.18
23-6	ELECTRICAL FORESTER (LABOURER) JOURNEYPerson - 415316 ⁽¹⁾ 04-01-13	24.17	2.42	3.00	3.00	32.59
24-1	METER READER - 461105 04-01-13	29.89	2.99	3.00	3.00	38.88
25-0	GENERAL HELPER - 461106 04-01-13	24.17	2.42	3.00	3.00	32.59
26-0	METER READER 'B' - 461107 04-01-13	25.16	2.52	3.00	3.00	33.68
22-0	METER READER/DATA COLLECTOR - 000677 ⁽²⁾ 04-01-13	34.17	3.41	3.00	3.00	43.59
27-1	Operator 1 - 461108 04-01-13	40.89	4.09	3.00	3.00	50.98
27-2	Operator 2 - 461109 04-01-13	46.93	4.69	3.00	3.00	57.62
27-3	Operator 3 - 461102 04-01-13	48.53	4.85	3.00	3.00	59.36
30-1	P&C Technologist - 00001402 04-01-13	47.25	4.73	3.00	3.00	57.98

Note: The normal weekly hours of work for all employees of Employers is forty (40).

OVERTIME RATE:

Mon-Fri: Scheduled Work Days - 1 1/2 times for up to and including 2 hours beyond the normal daily scheduled number of hours. This applies for both 4 day x 10 hours per day schedule and 5 day by 8 hour per day schedule.

Non-Scheduled Work Days - 2 times for all hours worked.

Labour Relations

Sat: 2 times for all hours worked.

Effective: April 1, 2013

Sun & Hol: 2 times for all hours worked.

⁽¹⁾ Licensed spray applicators will be paid \$1.25 per hour in addition to their normal rate of pay.

⁽²⁾ When required to perform the work of "cable locates" the Meter Reader/Data Collector classification will receive an additional \$1.01 per hour on top of their normal wage rate for the entire day.

HYDRO ONE
 PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX
 WAGE SCHEDULES
 CERTIFIED TRADES (OTHER THAN CIVIL TRADES)
 SALARY SCHEDULE 50



Page 1 of 3

GRADE AND STEP	CLASSIFICATIONS, OCCUPATION CODES & EFFECTIVE DATES	BASE HOURLY RATE	VACATION & STAT. HOLIDAY	PENSION	WELFARE	TOTAL WAGE PCKGE
01-9	LINES SENIOR FOREPERSON - 411164					
02-9	MECHANICAL SENIOR FOREPERSON - 435362					
03-9	ELECTRICAL SENIOR FOREPERSON - 411061 10-01-13	51.11	5.11	3.00	3.00	62.22
01-8	LINES FOREPERSON - 411165					
02-8	MECHANICAL FOREPERSON - 435363					
03-8	ELECTRICAL FOREPERSON - 411062 10-01-13	49.77	4.98	3.00	3.00	60.75
01-7	LINES SUBFOREPERSON - 411153					
02-7	MECHANICAL SUBFOREPERSON - 435352					
03-7	ELECTRICAL SUBFOREPERSON - 411051 10-01-13	47.11	4.71	3.00	3.00	57.82
01-6	LINES JOURNEYPerson - 411134					
02-6	MECHANICAL JOURNEYPerson - 435332					
03-6	ELECTRICAL JOURNEYPerson - 411031					
05-6	CABLE SPLICER JOURNEYPerson - 001377 10-01-13	44.44	4.45	3.00	3.00	54.89
	ELECTRICAL APPRENTICE (5 YEAR PROGRAM) - 411113					
	MECHANICAL TRADE APPRENTICE (5 YEAR PROGRAM) - 435312					
	CABLE SPLICER APPRENTICE (5 YEAR PROGRAM) - 001727					
01-0	1ST PERIOD 10-01-13	17.78	1.78	3.00	3.00	25.56
01-1	2ND PERIOD 10-01-13	22.22	2.22	3.00	3.00	30.44
01-2	3RD PERIOD 10-01-13	26.66	2.67	3.00	3.00	35.33
01-3	4TH PERIOD 10-01-13	31.11	3.11	3.00	3.00	40.22
01-4	5TH PERIOD 10-01-13	35.55	3.56	3.00	3.00	45.11
	LINES APPRENTICE (4 YEAR PROGRAM) - 410312					
02-0	1ST PERIOD 10-01-13	22.22	2.22	3.00	3.00	30.44
02-1	2ND PERIOD 10-01-13	26.66	2.67	3.00	3.00	35.33
02-2	3RD PERIOD 10-01-13	31.11	3.11	3.00	3.00	40.22
02-3	4TH PERIOD 10-01-13	35.55	3.56	3.00	3.00	45.11

Note: The normal weekly hours of work for all employees of Employers is forty (40).

OVERTIME RATE:

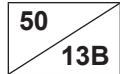
Mon-Fri: Scheduled Work Days - 1 1/2 times for up to and including 2 hours beyond the normal daily scheduled number of hours. This applies for both 4 day x 10 hours per day schedule and 5 day by 8 hour per day schedule.

Non-Scheduled Work Days - 2 times for all hours worked.

Sat: 2 times for all hours worked.

Sun&Hol: 2 times for all hours worked.

HYDRO ONE
 PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX
 WAGE SCHEDULES
 CERTIFIED CIVIL TRADES
 SALARY SCHEDULE 50



GRADE AND STEP	CLASSIFICATIONS, OCCUPATION CODES & EFFECTIVE DATES	BASE HOURLY RATE	VACATION & STAT. HOLIDAY	PENSION	WELFARE	TOTAL WAGE PCKGE
MECHANICAL TRADES APPRENTICE (4 YEAR PROGRAM) - 435313						
02-10	1ST PERIOD 10-01-13	26.66	2.67	3.00	3.00	35.33
02-11	2ND PERIOD 10-01-13	31.11	3.11	3.00	3.00	40.22
02-12	3RD PERIOD 10-01-13	35.55	3.56	3.00	3.00	45.11
02-13	4TH PERIOD 10-01-13	40.00	4.00	3.00	3.00	50.00
11-9	CIVIL SENIOR FOREPERSON - 435764 10-01-13	48.55	4.86	3.00	3.00	59.41
11-8	CIVIL FOREPERSON - 435763 10-01-13	47.29	4.73	3.00	3.00	58.02
11-7	CIVIL SUBFOREPERSON - 435753 10-01-13	44.75	4.48	3.00	3.00	55.23
11-6	CIVIL JOURNEYPerson - 435733 10-01-13	42.22	4.22	3.00	3.00	52.44
CIVIL APPRENTICE (5 YEAR PROGRAM) - 435713						
11-0	1ST PERIOD 10-01-13	16.89	1.69	3.00	3.00	24.58
11-1	2ND PERIOD 10-01-13	21.11	2.11	3.00	3.00	29.22
11-2	3RD PERIOD 10-01-13	25.33	2.53	3.00	3.00	33.86
11-3	4TH PERIOD 10-01-13	29.55	2.96	3.00	3.00	38.51
11-4	5TH PERIOD 10-01-13	33.78	3.38	3.00	3.00	43.16
CIVIL APPRENTICE (4 YEAR PROGRAM) - 435714						
12-0	1ST PERIOD 10-01-13	21.11	2.11	3.00	3.00	29.22
12-1	2ND PERIOD 10-01-13	25.33	2.53	3.00	3.00	33.86
12-2	3RD PERIOD 10-01-13	29.55	2.96	3.00	3.00	38.51
12-3	4TH PERIOD 10-01-13	33.78	3.38	3.00	3.00	43.16

Note: The normal weekly hours of work for all employees of Employers is forty (40).

OVERTIME RATE:

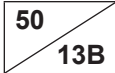
Mon-Fri: Scheduled Work Days - 1 1/2 times for up to and including 2 hours beyond the normal daily scheduled number of hours. This applies for both 4 day x 10 hours per day schedule and 5 day by 8 hour per day schedule.

Non-Scheduled Work Days - 2 times for all hours worked.

Sat: 2 times for all hours worked.

Sun & Hol: 2 times for all hours worked.

HYDRO ONE
 PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX
 WAGE SCHEDULES
 ELECTRICAL FORESTER – UNCERTIFIED CIVIL TRADES
 SALARY SCHEDULE 50



Page 3 of 3

GRADE AND STEP	CLASSIFICATIONS, OCCUPATION CODES & EFFECTIVE DATES	BASE HOURLY RATE	VACATION & STAT. HOLIDAY	PENSION	WELFARE	TOTAL WAGE PACKAGE
21-9	ELECTRICAL FORESTER SENIOR FOREPERSON - 415363 10-01-13	43.44	4.34	3.00	3.00	53.78
21-8	ELECTRICAL FORESTER FOREPERSON - 415364 10-01-13	42.30	4.23	3.00	3.00	52.53
21-7	ELECTRICAL FORESTER SUBFOREPERSON - 415351 10-01-13	40.04	4.00	3.00	3.00	50.04
21-6	ELECTRICAL FORESTER JOURNEYPERSON - 415331					
21-5	STOCKKEEPER - 427502					
21-10	UNCERTIFIED CIVIL TRADESPERSON - LINES - 002702					
21-11	UNCERTIFIED CIVIL TRADESPERSON - STATIONS SERVICES - 002703 10-01-13	37.77	3.78	3.00	3.00	47.55
	ELECTRICAL FORESTER APPRENTICE (4 YEAR PROGRAM) - 415311					
21-0	1ST PERIOD 10-01-13	18.89	1.89	3.00	3.00	26.78
21-1	2ND PERIOD 10-01-13	22.66	2.27	3.00	3.00	30.93
21-2	3RD PERIOD 10-01-13	26.44	2.64	3.00	3.00	35.08
21-3	4TH PERIOD 10-01-13	30.22	3.02	3.00	3.00	39.24
22-9	ELECTRICAL FORESTER (SKID OPERATOR) SR FOREPERSON - 415323 10-01-13	35.78	3.58	3.00	3.00	45.36
22-8	ELECTRICAL FORESTER (SKID OPERATOR) FOREPERSON - 415324 10-01-13	34.84	3.48	3.00	3.00	44.32
22-7	ELECTRICAL FORESTER (SKID OPERATOR) SUBFOREPERSON - 415325 10-01-13	32.98	3.30	3.00	3.00	42.28
22-6	ELECTRICAL FORESTER (SKID OPERATOR) JOURNEYPERSON - 415313 10-01-13	31.11	3.11	3.00	3.00	40.22
23-9	ELECTRICAL FORESTER (LABOURER) SENIOR FOREPERSON - 415319 10-01-13	28.11	2.81	3.00	3.00	36.92
23-8	ELECTRICAL FORESTER (LABOURER) FOREPERSON - 415318 ⁽¹⁾ 10-01-13	27.37	2.74	3.00	3.00	36.11
23-7	ELECTRICAL FORESTER (LABOURER) SUBFOREPERSON - 415317 ⁽¹⁾ 10-01-13	25.91	2.59	3.00	3.00	34.50
23-6	ELECTRICAL FORESTER (LABOURER) JOURNEYPERSON - 415316 ⁽¹⁾ 10-01-13	24.44	2.44	3.00	3.00	32.88
24-1	METER READER - 461105 10-01-13	30.22	3.02	3.00	3.00	39.24
25-0	GENERAL HELPER - 461106 10-01-13	24.44	2.44	3.00	3.00	32.88
26-0	METER READER 'B' - 461107 10-01-13	25.47	2.55	3.00	3.00	34.02
22-0	METER READER/DATA COLLECTOR - 000677 ⁽¹⁾ 10-01-13	34.57	3.46	3.00	3.00	44.03
27-1	Operator 1 - 461108 10-01-13	41.35	4.14	3.00	3.00	51.49
27-2	Operator 2 - 461109 10-01-13	47.45	4.75	3.00	3.00	58.20
27-3	Operator 3 - 461102 10-01-13	49.06	4.91	3.00	3.00	59.97
30-1	P&C Technologist - 00001402 10-01-13	47.78	4.78	3.00	3.00	58.56

Note: The normal weekly hours of work for all employees of Employers is forty (40).

OVERTIME RATE:

Mon-Fri: Scheduled Work Days - 1 1/2 times for up to and including 2 hours beyond the normal daily scheduled number of hours. This applies for both 4 day x 10 hours per day schedule and 5 day by 8 hour per day schedule.

Non-Scheduled Work Days - 2 times for all hours worked.

Labour Relations

Sat: 2 times for all hours worked.

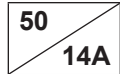
Effective: October 1, 2013

Sun & Hol: 2 times for all hours worked.

⁽¹⁾ Licensed spray applicators will be paid \$1.25 per hour in addition to their normal rate of pay.

⁽²⁾ When required to perform the work of "cable locates" the Meter Reader/Data Collector classification will receive an additional \$1.01 per hour on top of their normal wage rate for the entire day.

HYDRO ONE
 PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX
 WAGE SCHEDULES
 CERTIFIED TRADES (OTHER THAN CIVIL TRADES)
 SALARY SCHEDULE 50



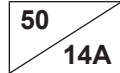
GRADE AND STEP	CLASSIFICATIONS, OCCUPATION CODES & EFFECTIVE DATES	BASE HOURLY RATE	VACATION & STAT. HOLIDAY	PENSION	WELFARE	TOTAL WAGE PKGGE
01-9	LINES SENIOR FOREPERSON - 411164					
02-9	MECHANICAL SENIOR FOREPERSON - 435362					
03-9	ELECTRICAL SENIOR FOREPERSON - 411061 04-01-14	51.97	5.20	3.00	3.00	63.17
01-8	LINES FOREPERSON - 411165					
02-8	MECHANICAL FOREPERSON - 435363					
03-8	ELECTRICAL FOREPERSON - 411062 04-01-14	50.61	5.06	3.00	3.00	61.67
01-7	LINES SUBFOREPERSON - 411153					
02-7	MECHANICAL SUBFOREPERSON - 435352					
03-7	ELECTRICAL SUBFOREPERSON - 411051 04-01-14	47.90	4.79	3.00	3.00	58.69
01-6	LINES JOURNEYPerson - 411134					
02-6	MECHANICAL JOURNEYPerson - 435332					
03-6	ELECTRICAL JOURNEYPerson - 411031					
05-6	CABLE SPLICER JOURNEYPerson - 001377 04-01-14	45.19	4.52	3.00	3.00	55.71
	ELECTRICAL APPRENTICE (5 YEAR PROGRAM) - 411113					
	MECHANICAL TRADE APPRENTICE (5 YEAR PROGRAM) - 435312					
	CABLE SPLICER APPRENTICE (5 YEAR PROGRAM) - 001727					
01-0	1ST PERIOD 04-01-14	18.08	1.81	3.00	3.00	25.89
01-1	2ND PERIOD 04-01-14	22.60	2.26	3.00	3.00	30.86
01-2	3RD PERIOD 04-01-14	27.11	2.71	3.00	3.00	35.82
01-3	4TH PERIOD 04-01-14	31.63	3.16	3.00	3.00	40.79
01-4	5TH PERIOD 04-01-14	36.15	3.62	3.00	3.00	45.77
	LINES APPRENTICE (4 YEAR PROGRAM) - 410312					
02-0	1ST PERIOD 04-01-14	22.60	2.26	3.00	3.00	30.86
02-1	2ND PERIOD 04-01-14	27.11	2.71	3.00	3.00	35.82
02-2	3RD PERIOD 04-01-14	31.63	3.16	3.00	3.00	40.79
02-3	4TH PERIOD 04-01-14	36.15	3.62	3.00	3.00	45.77

Note: The normal weekly hours of work for all employees of Employers is forty (40).

OVERTIME RATE:

Mon-Fri: Scheduled Work Days - 1 1/2 times for up to and including 2 hours beyond the normal daily scheduled number of hours. This applies for both 4 day x 10 hours per day schedule and 5 day by 8 hour per day schedule.
 Non-Scheduled Work Days - 2 times for all hours worked.
 Sat: 2 times for all hours worked.
 Sun&Hol: 2 times for all hours worked.

HYDRO ONE
 PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX
 WAGE SCHEDULES
 CERTIFIED CIVIL TRADES
 SALARY SCHEDULE 50



Page 2 of 3

GRADE AND STEP	CLASSIFICATIONS, OCCUPATION CODES & EFFECTIVE DATES	BASE HOURLY RATE	VACATION & STAT. HOLIDAY	PENSION	WELFARE	TOTAL WAGE PCKGE
MECHANICAL TRADES APPRENTICE (4 YEAR PROGRAM) - 435313						
02-10	1ST PERIOD 04-01-14	27.11	2.71	3.00	3.00	35.82
02-11	2ND PERIOD 04-01-14	31.63	3.16	3.00	3.00	40.79
02-12	3RD PERIOD 04-01-14	36.15	3.62	3.00	3.00	45.77
02-13	4TH PERIOD 04-01-14	40.67	4.07	3.00	3.00	50.74
CIVIL SENIOR FOREPERSON - 435764						
11-9	04-01-14	49.37	4.94	3.00	3.00	60.31
CIVIL FOREPERSON - 435763						
11-8	04-01-14	48.08	4.81	3.00	3.00	58.89
CIVIL SUBFOREPERSON - 435753						
11-7	04-01-14	45.51	4.55	3.00	3.00	56.06
CIVIL JOURNEYPERSON - 435733						
11-6	04-01-14	42.93	4.29	3.00	3.00	53.22
CIVIL APPRENTICE (5 YEAR PROGRAM) - 435713						
11-0	1ST PERIOD 04-01-14	17.17	1.72	3.00	3.00	24.89
11-1	2ND PERIOD 04-01-14	21.47	2.15	3.00	3.00	29.62
11-2	3RD PERIOD 04-01-14	25.76	2.58	3.00	3.00	34.34
11-3	4TH PERIOD 04-01-14	30.05	3.01	3.00	3.00	39.06
11-4	5TH PERIOD 04-01-14	34.34	3.43	3.00	3.00	43.77
CIVIL APPRENTICE (4 YEAR PROGRAM) - 435714						
12-0	1ST PERIOD 04-01-14	21.47	2.15	3.00	3.00	29.62
12-1	2ND PERIOD 04-01-14	25.76	2.58	3.00	3.00	34.34
12-2	3RD PERIOD 04-01-14	30.05	3.01	3.00	3.00	39.06
12-3	4TH PERIOD 04-01-14	34.34	3.43	3.00	3.00	43.77

Note: The normal weekly hours of work for all employees of Employers is forty (40).

OVERTIME RATE:

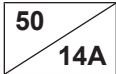
Mon-Fri: Scheduled Work Days - 1 1/2 times for up to and including 2 hours beyond the normal daily scheduled number of hours. This applies for both 4 day x 10 hours per day schedule and 5 day by 8 hour per day schedule.

Non-Scheduled Work Days - 2 times for all hours worked.

Sat: 2 times for all hours worked.

Sun & Hol: 2 times for all hours worked.

HYDRO ONE
 PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX
 WAGE SCHEDULES
 ELECTRICAL FORESTER – UNCERTIFIED CIVIL TRADES
 SALARY SCHEDULE 50



Page 3 of 3

GRADE AND STEP	CLASSIFICATIONS, OCCUPATION CODES & EFFECTIVE DATES	BASE HOURLY RATE	VACATION & STAT. HOLIDAY	PENSION	WELFARE	TOTAL WAGE PACKAGE
21-9	ELECTRICAL FORESTER SENIOR FOREPERSON - 415363 04-01-14	44.17	4.42	3.00	3.00	54.59
21-8	ELECTRICAL FORESTER FOREPERSON - 415364 04-01-14	43.02	4.30	3.00	3.00	53.32
21-7	ELECTRICAL FORESTER SUBFOREPERSON - 415351 04-01-14	40.71	4.07	3.00	3.00	50.78
21-6	ELECTRICAL FORESTER JOURNEYPERSON - 415331					
21-5	STOCKKEEPER - 427502					
21-10	UNCERTIFIED CIVIL TRADESPERSON - LINES - 002702					
21-11	UNCERTIFIED CIVIL TRADESPERSON - STATIONS SERVICES - 002703 04-01-14	38.41	3.84	3.00	3.00	48.25
	ELECTRICAL FORESTER APPRENTICE (4 YEAR PROGRAM) - 415311					
21-0	1ST PERIOD 04-01-14	19.21	1.92	3.00	3.00	27.13
21-1	2ND PERIOD 04-01-14	23.05	2.31	3.00	3.00	31.36
21-2	3RD PERIOD 04-01-14	26.89	2.69	3.00	3.00	35.58
21-3	4TH PERIOD 04-01-14	30.73	3.07	3.00	3.00	39.80
22-9	ELECTRICAL FORESTER (SKID OPERATOR) SR FOREPERSON - 415323 04-01-14	36.37	3.64	3.00	3.00	46.01
22-8	ELECTRICAL FORESTER (SKID OPERATOR) FOREPERSON - 415324 04-01-14	35.43	3.54	3.00	3.00	44.97
22-7	ELECTRICAL FORESTER (SKID OPERATOR) SUBFOREPERSON - 415325 04-01-14	33.53	3.35	3.00	3.00	42.88
22-6	ELECTRICAL FORESTER (SKID OPERATOR) JOURNEYPERSON - 415313 04-01-14	31.63	3.16	3.00	3.00	40.79
23-9	ELECTRICAL FORESTER (LABOURER) SENIOR FOREPERSON - 415319 04-01-14	28.58	2.86	3.00	3.00	37.44
23-8	ELECTRICAL FORESTER (LABOURER) FOREPERSON - 415318 ⁽¹⁾ 04-01-14	27.83	2.78	3.00	3.00	36.61
23-7	ELECTRICAL FORESTER (LABOURER) SUBFOREPERSON - 415317 ⁽¹⁾ 04-01-14	26.34	2.63	3.00	3.00	34.97
23-6	ELECTRICAL FORESTER (LABOURER) JOURNEYPERSON - 415316 ⁽¹⁾ 04-01-14	24.85	2.49	3.00	3.00	33.34
24-1	METER READER - 461105 04-01-14	30.73	3.07	3.00	3.00	39.80
25-0	GENERAL HELPER - 461106 04-01-14	24.85	2.49	3.00	3.00	33.34
26-0	METER READER 'B' - 461107 04-01-14	25.94	2.59	3.00	3.00	34.53
22-0	METER READER/DATA COLLECTOR - 000677 ⁽¹⁾ 04-01-14	35.17	3.52	3.00	3.00	44.69
27-1	Operator 1 - 461108 04-01-14	42.05	4.21	3.00	3.00	52.26
27-2	Operator 2 - 461109 04-01-14	48.25	4.83	3.00	3.00	59.07
27-3	Operator 3 - 461102 04-01-14	49.88	4.99	3.00	3.00	60.87
30-1	P&C Technologist - 00001402 04-01-14	48.58	4.86	3.00	3.00	59.44

Note: The normal weekly hours of work for all employees of Employers is forty (40).

OVERTIME RATE:

Mon-Fri: Scheduled Work Days - 1 1/2 times for up to and including 2 hours beyond the normal daily scheduled number of hours. This applies for both 4 day x 10 hours per day schedule and 5 day by 8 hour per day schedule.

Sat: Non-Scheduled Work Days - 2 times for all hours worked.

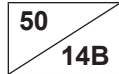
Sun & Hol: 2 times for all hours worked.

Labour Relations
 Effective: April 1, 2014

⁽¹⁾ Licensed spray applicators will be paid \$1.25 per hour in addition to their normal rate of pay.

⁽²⁾ When required to perform the work of "cable locates" the Meter Reader/Data Collector classification will receive an additional \$1.01 per hour on top of their normal wage rate for the entire day.

HYDRO ONE
 PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX
 WAGE SCHEDULES
 CERTIFIED TRADES (OTHER THAN CIVIL TRADES)
 SALARY SCHEDULE 50



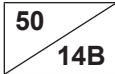
GRADE AND STEP	CLASSIFICATIONS, OCCUPATION CODES & EFFECTIVE DATES	BASE HOURLY RATE	VACATION & STAT. HOLIDAY	PENSION	WELFARE	TOTAL WAGE PCKGE
01-9	LINES SENIOR FOREPERSON - 411164					
02-9	MECHANICAL SENIOR FOREPERSON - 435362					
03-9	ELECTRICAL SENIOR FOREPERSON - 411061 10-01-14	52.56	5.26	3.00	3.00	63.82
01-8	LINES FOREPERSON - 411165					
02-8	MECHANICAL FOREPERSON - 435363					
03-8	ELECTRICAL FOREPERSON - 411062 10-01-14	51.18	5.12	3.00	3.00	62.30
01-7	LINES SUBFOREPERSON - 411153					
02-7	MECHANICAL SUBFOREPERSON - 435352					
03-7	ELECTRICAL SUBFOREPERSON - 411051 10-01-14	48.44	4.84	3.00	3.00	59.28
01-6	LINES JOURNEYPerson - 411134					
02-6	MECHANICAL JOURNEYPerson - 435332					
03-6	ELECTRICAL JOURNEYPerson - 411031					
05-6	CABLE SPLICER JOURNEYPerson - 001377 10-01-14	45.70	4.57	3.00	3.00	56.27
	ELECTRICAL APPRENTICE (5 YEAR PROGRAM) - 411113					
	MECHANICAL TRADE APPRENTICE (5 YEAR PROGRAM) - 435312					
	CABLE SPLICER APPRENTICE (5 YEAR PROGRAM) - 001727					
01-0	1ST PERIOD 10-01-14	18.28	1.83	3.00	3.00	26.11
01-1	2ND PERIOD 10-01-14	22.85	2.29	3.00	3.00	31.14
01-2	3RD PERIOD 10-01-14	27.42	2.74	3.00	3.00	36.16
01-3	4TH PERIOD 10-01-14	31.99	3.20	3.00	3.00	41.19
01-4	5TH PERIOD 10-01-14	36.56	3.66	3.00	3.00	46.22
	LINES APPRENTICE (4 YEAR PROGRAM) - 410312					
02-0	1ST PERIOD 10-01-14	22.85	2.29	3.00	3.00	31.14
02-1	2ND PERIOD 10-01-14	27.42	2.74	3.00	3.00	36.16
02-2	3RD PERIOD 10-01-14	31.99	3.20	3.00	3.00	41.19
02-3	4TH PERIOD 10-01-14	36.56	3.66	3.00	3.00	46.22

Note: The normal weekly hours of work for all employees of Employers is forty (40).

OVERTIME RATE:

Mon-Fri: Scheduled Work Days - 1 1/2 times for up to and including 2 hours beyond the normal daily scheduled number of hours. This applies for both 4 day x 10 hours per day schedule and 5 day by 8 hour per day schedule.
 Non-Scheduled Work Days - 2 times for all hours worked.
 Sat: 2 times for all hours worked.
 Sun&Hol: 2 times for all hours worked.

HYDRO ONE
 PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX
 WAGE SCHEDULES
 CERTIFIED CIVIL TRADES
 SALARY SCHEDULE 50



Page 2 of 3

GRADE AND STEP	CLASSIFICATIONS, OCCUPATION CODES & EFFECTIVE DATES	BASE HOURLY RATE	VACATION & STAT. HOLIDAY	PENSION	WELFARE	TOTAL WAGE PCKGE
MECHANICAL TRADES APPRENTICE (4 YEAR PROGRAM) - 435313						
02-10	1ST PERIOD 10-01-14	27.42	2.74	3.00	3.00	36.16
02-11	2ND PERIOD 10-01-14	31.99	3.20	3.00	3.00	41.19
02-12	3RD PERIOD 10-01-14	36.56	3.66	3.00	3.00	46.22
02-13	4TH PERIOD 10-01-14	41.13	4.11	3.00	3.00	51.24
11-9	CIVIL SENIOR FOREPERSON - 435764 10-01-14	49.93	4.99	3.00	3.00	60.92
11-8	CIVIL FOREPERSON - 435763 10-01-14	48.63	4.86	3.00	3.00	59.49
11-7	CIVIL SUBFOREPERSON - 435753 10-01-14	46.03	4.60	3.00	3.00	56.63
11-6	CIVIL JOURNEYPerson - 435733 10-01-14	43.42	4.34	3.00	3.00	53.76
CIVIL APPRENTICE (5 YEAR PROGRAM) - 435713						
11-0	1ST PERIOD 10-01-14	17.37	1.74	3.00	3.00	25.11
11-1	2ND PERIOD 10-01-14	21.71	2.17	3.00	3.00	29.88
11-2	3RD PERIOD 10-01-14	26.05	2.61	3.00	3.00	34.66
11-3	4TH PERIOD 10-01-14	30.39	3.04	3.00	3.00	39.43
11-4	5TH PERIOD 10-01-14	34.74	3.47	3.00	3.00	44.21
CIVIL APPRENTICE (4 YEAR PROGRAM) - 435714						
12-0	1ST PERIOD 10-01-14	21.71	2.17	3.00	3.00	29.88
12-1	2ND PERIOD 10-01-14	26.05	2.61	3.00	3.00	34.66
12-2	3RD PERIOD 10-01-14	30.39	3.04	3.00	3.00	39.43
12-3	4TH PERIOD 10-01-14	34.74	3.47	3.00	3.00	44.21

Note: The normal weekly hours of work for all employees of Employers is forty (40).

OVERTIME RATE:

Mon-Fri: Scheduled Work Days - 1 1/2 times for up to and including 2 hours beyond the normal daily scheduled number of hours. This applies for both 4 day x 10 hours per day schedule and 5 day by 8 hour per day schedule.

Sat: Non-Scheduled Work Days - 2 times for all hours worked.

Sun & Hol: 2 times for all hours worked.

HYDRO ONE
 PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX
 WAGE SCHEDULES
 ELECTRICAL FORESTER – UNCERTIFIED CIVIL TRADES
 SALARY SCHEDULE 50



Page 3 of 3

GRADE AND STEP	CLASSIFICATIONS, OCCUPATION CODES & EFFECTIVE DATES	BASE HOURLY RATE	VACATION & STAT. HOLIDAY	PENSION	WELFARE	TOTAL WAGE PACKAGE
21-9	ELECTRICAL FORESTER SENIOR FOREPERSON - 415363 10-01-14	44.68	4.47	3.00	3.00	55.15
21-8	ELECTRICAL FORESTER FOREPERSON - 415364 10-01-14	43.51	4.35	3.00	3.00	53.86
21-7	ELECTRICAL FORESTER SUBFOREPERSON - 415351 10-01-14	41.18	4.12	3.00	3.00	51.30
21-6	ELECTRICAL FORESTER JOURNEYPERSON - 415331					
21-5	STOCKKEEPER - 427502					
21-10	UNCERTIFIED CIVIL TRADESPERSON - LINES - 002702					
21-11	UNCERTIFIED CIVIL TRADESPERSON - STATIONS SERVICES - 002703 10-01-14	38.85	3.89	3.00	3.00	48.74
	ELECTRICAL FORESTER APPRENTICE (4 YEAR PROGRAM) - 415311					
21-0	1ST PERIOD 10-01-14	19.43	1.94	3.00	3.00	27.37
21-1	2ND PERIOD 10-01-14	23.31	2.33	3.00	3.00	31.64
21-2	3RD PERIOD 10-01-14	27.20	2.72	3.00	3.00	35.92
21-3	4TH PERIOD 10-01-14	31.08	3.11	3.00	3.00	40.19
22-9	ELECTRICAL FORESTER (SKID OPERATOR) SR FOREPERSON - 415323 10-01-14	36.79	3.68	3.00	3.00	46.47
22-8	ELECTRICAL FORESTER (SKID OPERATOR) FOREPERSON - 415324 10-01-14	35.83	3.58	3.00	3.00	45.41
22-7	ELECTRICAL FORESTER (SKID OPERATOR) SUBFOREPERSON - 415325 10-01-14	33.91	3.39	3.00	3.00	43.30
22-6	ELECTRICAL FORESTER (SKID OPERATOR) JOURNEYPERSON - 415313 10-01-14	31.99	3.20	3.00	3.00	41.19
23-9	ELECTRICAL FORESTER (LABOURER) SENIOR FOREPERSON - 415319 10-01-14	28.91	2.89	3.00	3.00	37.80
23-8	ELECTRICAL FORESTER (LABOURER) FOREPERSON - 415318 ⁽¹⁾ 10-01-14	28.16	2.82	3.00	3.00	36.98
23-7	ELECTRICAL FORESTER (LABOURER) SUBFOREPERSON - 415317 ⁽¹⁾ 10-01-14	26.65	2.67	3.00	3.00	35.32
23-6	ELECTRICAL FORESTER (LABOURER) JOURNEYPERSON - 415316 ⁽¹⁾ 10-01-14	25.14	2.51	3.00	3.00	33.65
24-1	METER READER - 461105 10-01-14	31.08	3.11	3.00	3.00	40.19
25-0	GENERAL HELPER - 461106 10-01-14	25.14	2.51	3.00	3.00	33.65
26-0	METER READER 'B' - 461107 10-01-14	26.25	2.63	3.00	3.00	34.88
22-0	METER READER/DATA COLLECTOR - 000677 ⁽⁴⁾ 10-01-14	35.58	3.56	3.00	3.00	45.14
27-1	Operator 1 - 461108 10-01-14	42.53	4.25	3.00	3.00	52.78
27-2	Operator 2 - 461109 10-01-14	48.78	4.88	3.00	3.00	59.66
27-3	Operator 3 - 461102 10-01-14	50.44	5.04	3.00	3.00	61.48
30-1	P&C Technologist - 00001402 10-01-14	49.12	4.91	3.00	3.00	60.03

Note: The normal weekly hours of work for all employees of Employers is forty (40).

OVERTIME RATE:

Mon-Fri: Scheduled Work Days - 1 1/2 times for up to and including 2 hours beyond the normal daily scheduled number of hours. This applies for both 4 day x 10 hours per day schedule and 5 day by 8 hour per day schedule.

Non-Scheduled Work Days - 2 times for all hours worked.

Sat: 2 times for all hours worked.

Sun & Hol: 2 times for all hours worked.

Labour Relations
 Effective: October 1, 2014

⁽¹⁾ Licensed spray applicators will be paid \$1.25 per hour in addition to their normal rate of pay.

⁽²⁾ When required to perform the work of "cable locates" the Meter Reader/Data Collector classification will receive an additional \$1.01 per hour on top of their normal wage rate for the entire day.

NOTES

NOTES

NOTES

NOTES



COLLECTIVE AGREEMENT

Between

HYDRO ONE INC.

and

POWER WORKERS' UNION

CANADIAN UNION OF PUBLIC EMPLOYEES – C.L.C.

LOCAL 1000

April 1, 2015 – March 31, 2018

TABLE OF CONTENTS

Part	Title	Pages
	Articles (Salmon)	1 – 64
A	General Items (Green)	A-1 – A-96
B	Maintenance Trades (Yellow).	B-1 – B-48
C	Controllers/Dispatchers and Trainees (Blue)	C-1 – C-28
D	Weekly Salaried (Pink).	D-1 – D-48
	Appendix “A” for Construction and Supplementary Maintenance (White).	AP-1 – AP-56

NOTE

*In order to readily identify changes in this Agreement from the previous one, new changes are printed bold and in italics. Note that certain foreign words used within the text are, by convention, also printed in italics however these words are easily identifiable and should not cause confusion.

Hydro One Inc.

Power Workers Union

Date

MID-TERM AGREEMENTS INDEX

Number	Title	Former Number	Status
MT-2	Responsibility for Obtaining Licenses	NPP 2	Active
MT-3	Time Charges and Expenses – Power Workers' Union Representatives	NPP 3	Active
MT-4	Hand Tool Ownership and Trades Occupational Definitions	NPP 4	Active
MT-5	Expense Reports and Transportation Requisitions	NPP 6	Active
MT-6	Special Time Off – Extreme Weather Closures	NPP 15	Active
MT-7	Burial Expenses and Allowance to Estate of a Deceased Employee	NPP 16 NPP 22	Active
MT-8	Employees Participating in Politics	NPP 25	Active
MT-9	Payment of Corporation Employees Utilized for Forest Fire Fighting	NPP 26	Active
MT-10-1	Banked Time Arrangement for Trades and Weekly Salaried Staff	BT 64 BT 42	Active
MT-11	Processing of Waiver Requests	PW 1-1	Active
MT-12	Contracting Out	PW 2	Suspended
MT-13	Late Applications	PW 4	Active
MT-14	Future Agency Employees	PW 12-1	Suspended
MT-15	Provision of French Language Services	PW 32	Active
MT-16-1	Wage Schedule 86	PW 34	Active
MT-17	Benefit Entitlement of Construction Employees Transferring into the Power Workers' Union Bargaining Unit	PW 35	Active
MT-18-1	University Student Co-op Programs	PW 38	Active
MT-19	Secondary School Student Cooperative Education Program	PW 44	Active
MT-20	Pay Equity Plan Supplemental	PW 45-1	Active
MT-21	Purchased Services	PW 46-1	Suspended

Number	Title	Former Number	Status
MT-22-1	Community College Co-op Student Programs	PW 47-1	Active
MT-24	Colony Location Allowance	R-33-13	Active
MT-25	Vehicle Services Attendants	R-35	Active
MT-26	Toronto Association of Community Living Reclamation Yard Kipling Avenue Service Centre	R-81-1	Active
MT-28	Remote Community Electricity System Division Work Headquarters	R-145-1	Active
MT-29	Regional Maintainer Classifications	R-147-1	Active
MT-31	Overtime Option of Paid Time Off in Lieu Grid Business Unit	R-190	Active
MT-32	Overtime Option of Paid Time Off in Lieu Distribution Network Services	R-191-3	Active
MT-33	Regional Maintainer – Cable Splicer	R-201	Active
MT-35	On-Call Provisions for Part D Employees, Enterprise Technology Services, ITS Operations Department, Field Support Team	R-224	Active
MT-36	Integration of Grievance Settlement P-12 and Article 11	R-231	Active
MT-38	Customer Service Representative I	OHSC-R-239	Active
MT-40-2	Hydro One Inc. Acquisitions	OHSC-R-242	Active
MT-41	Senior Shift Authority Position and Redeployment of Level 1A Operators and Electrical Area Supervisors to Level 1 Operator Positions		Active
MT-42	Regional Site Maintenance – M.O.E.E. License	OHSC-R-244	Active
MT-45	Suspended Items from April 1, 1996 – March 31, 2000 Collective Agreement		Active

Number	Title	Former Number	Status
MT-46	Redeployment of Hydro One Networks Staff to the Field Business Centers		Active
MT-50-2	Provincial Purchased Services Agreements		Active
MT-51	Career Edge		Active
MT-52-1	Customer Service Representative I/ Distribution Technician Consolidation		Active
MT-53-1	Customer Service Rep 1/ADET Consolidation – Hydro One Remote Communities Inc		Active
MT-55	Transfer of those Designated in Scope to CGEY/Newco		Active
MT-56-2	Shift Work – Central Maintenance Shops Regional Maintainer – Mechanical		Active
MT-60	Waste Co-ordinator Classification		Active
MT-61	Flame and Arc Resistant Clothing		Active
MT-62	Meter Reading Supervision and New Organization		Active
MT-63-1	Alternative Hours Provincial Lines Three Day Work Week (Demand Work Crew)		Active
MT-64-1	Area Distribution Engineering Technician Training Program		Active
MT-66	Career Bridge		Active
MT-68	Meter and Relay Services Technician Training Steps		Active
MT-70	Electrical Co-Op Student Program		Active
MT-72	Remote Community – Travelling Crew		Active
MT-73	Banked Time Arrangement for Part C Staff		Active
MT-APPA-2	Appendix “A” – Meter Reader/Data Collector		Active
MT-APPA-3	Supplementary Clerical Work		Active

TABLE OF CONTENTS
ARTICLES

		Page Number
ARTICLE 1	RECOGNITION COLLECTIVE BARGAINING UNIT.....	5
ARTICLE 2	GRIEVANCE PROCEDURE.....	6
2.3	Grievances	6
2.4	Grievance Review Board.....	7
2.5	Disciplinary Matters	7
2.6	Facilities and Costs	8
2.7	Dispute Resolution – Article 8, Plan B and OGLs.....	8
2.8	Facilities and Costs	8
ARTICLE 2A	DISCIPLINE AND DISCHARGE.....	9
ARTICLE 3	ARBITRATION	9
3.0	The Arbitration Process	9
3.4	Chief Arbitrator and Deputy Chief Arbitrator	10
3.5	All Arbitrators	10
3.6	Principles of Single Panel Arbitration	10
3.7	Powers of the Chief Arbitrator in the Single Panel Process	10
3.8	Board of Arbitration	11
3.8.1	Nominees	11
3.8.2	Arbitrator	11
3.8.3	Powers of the Chief Arbitrator in the Board of Arbitration Process	11
ARTICLE 4	WORKING CONDITIONS.....	12
ARTICLE 5	UNION SECURITY	13
ARTICLE 6	NO DISCRIMINATION	14
ARTICLE 7	MANAGERIAL RIGHTS OF THE COMPANY	14
ARTICLE 8	JOB CLASSIFICATION AND WAGE RATES.....	14
ARTICLE 9	SPECIFIC MATTERS OF AGREEMENT.....	15

**TABLE OF CONTENTS – ARTICLES
(continued)**

	Page Number
ARTICLE 10 SELECTION TO VACANCIES	15
10.1 General	15
10.1.4 Appointments/Notification	15
10.2 Supervisory Positions	18
10.3 Non-Supervisory Positions: Clerical Technical and Controller/Dispatchers.....	19
10.3.2 Transportation and Moving Expenses	19
10.4 Non-Supervisory Positions: Trades	20
10.4.2 Transportation and Moving Expenses	21
10.5 Non-Supervisory Positions: Other Positions	21
10.5.1 Transportation and Moving Expenses	22
10.6 Transition Provisions	22
 ARTICLE 11 SURPLUS STAFF PROCEDURE – TABLE OF CONTENTS.....	 23
11.0 Worksite Redeployment	24
11.1 Surplus Staff Procedure – Sequence of Events	27
11.2 Application	29
11.3 Definitions	31
11.4 Occupational Group Listings (OGLs).....	33
11.4.1 Failure to Demonstrate Qualifications	33
11.4.2 Expedited Grievance and Arbitration Process for Job Classification Grievances and OGL Dispute Resolution.....	34
11.5 Notice of Termination/Layoff.....	34
11.6 Employee Elections	35
11.7 Failure to Complete the Form	35
11.8 Cash Out During the Notice Period	35
11.9 General	36
11.10 Senior Choice/Junior Force (Province Displacement).....	37
11.11 Displacements	37
11.11.1 Equal Stream	40
11.11.2 Lower Stream.....	40
11.11.3 Senior Choice/Junior Force (Within Location)	41
11.12 Displacement and Recall Rights	41
11.12.1 Probationary Employees.....	41
11.12.2 Regular Seasonal	41
11.13 Permanent Location Closings.....	43
11.14 Severance Pay	43
11.14.1 Reduced Severance Pay on Refusing a Position.....	43

**TABLE OF CONTENTS – ARTICLES
(continued)**

	Page Number
11.14.2 Benefit Continuance/Tuition/Outplacement Services	44
11.15 Failure to Report to Assigned Positions.....	44
11.16 Selection to Vacancies	44
11.16.1 Jurisdiction.....	45
11.16.2 Selection Priority	45
11.17 Recall	45
11.18 Limitations to Turnover.....	47
11.19 Wage Maintenance.....	47
11.20 Moving Expenses	48
 ARTICLE 12 PURCHASED SERVICES AGREEMENT	 48
12.0 Scope	48
12.1 Assignment of Work	49
12.1.1 Philosophy	49
12.1.2 Principles.....	49
12.2 Decision Process	49
12.2.1 Responsibility for Decisions.....	49
12.2.2 Opportunity	50
12.2.3 Definition of Need	50
12.2.4 Alternatives.....	50
12.2.5 Evaluation	50
12.2.6 Establishment of Thresholds.....	50
12.2.7 Dispute Resolution Process	52
12.3 Joint Resolution Committee	52
12.3.1 Purpose	52
12.3.2 Membership.....	53
12.4 Application of This Article	53
 APPENDIX A ARTICLE 12 – APPENDIX A	 54
1.0 Joint Employment Security Committee.....	54
2.0 Employment Security	54
2.1 Surplus Identification	55
2.2 Wage and Salary Treatment.....	55
2.2.1 Seniority – Five Years or More	55
2.2.2 Seniority – Two Years – Less than Five Years.....	55
2.3 General Conditions	56
2.4 Moving Expenses	56

**TABLE OF CONTENTS – ARTICLES
(continued)**

		Page Number
ARTICLE 13	EMPLOYMENT SECURITY PLAN	56
13.0	Purchased Services	56
13.1	Employment Security	56
13.2	Joint Employment Security Committee.....	57
13.3	Application	57
13.4	Selection	58
13.5	Wage and Salary Treatment.....	59
13.6	Displacement.....	59
13.7	General Conditions	59
ARTICLE 14	EMPLOYMENT SECURITY AND WORK ASSIGNMENT	60
14.1	Work Assignment	60
ARTICLE 15	SUCCESSOR RIGHTS	60
ARTICLE 16	DURATION OF THE AGREEMENT	61
ARTICLE 17	TRANSFER OF EMPLOYEES ON CHANGE OF EMPLOYER	61

COLLECTIVE AGREEMENT

BETWEEN

HYDRO ONE INC. (The Company)

and

POWER WORKERS' UNION (PWU), CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1000 – CLC, hereinafter referred to as the “Union” which executes this Agreement by M. Hyatt, B. Roberts, T. Chessell, *Steve Allan* and G. Dawson, who have been duly appointed the purpose, in accordance with the constitution of the Union.

WHEREAS the Union has requested the Company to enter into a Collective Agreement and the Company has consented thereto:

NOW THIS AGREEMENT WITNESSETH

that there shall be four parts, namely, Part ‘A’ – General Items, Part ‘B’ – Maintenance Trades, Part ‘C’ – Controllers/Dispatchers/Trainees, and Part ‘D’ – Weekly-Salaried. It is also witnessed that the Company and the Union agree each with the other as follows:

ARTICLE 1 RECOGNITION COLLECTIVE BARGAINING UNIT

- 1.1** The Company recognizes the Union as the sole bargaining agent for all regular, part-time and temporary employees¹, including technicians of the construction field forces and security employees² but excluding:
- (a) Employees now represented by other bargaining agents.
 - (b) Persons above the rank of working supervisor.
 - (c) Persons who exercise managerial functions in accordance with the *Ontario Labour Relations Act*.
 - (d) Persons employed in a confidential capacity in matters relating to labour relations in accordance with the *Ontario Labour Relations Act*.

1 “Employees” are employees pursuant to the *Labour Relations Act* for Ontario SO, **1995, c.1 Schedule A**, as amended.

2 Security employees at the following locations: (At the time of printing no locations were identified).

- 1.2** When an employee is removed from normal duties to act in a vacated position or relieve for an incumbent or perform a temporary assignment, the following shall apply:
- (a) When the length of time involved is known to be three months or less, the employee will retain his/her present jurisdictional status.
 - (b) When it is expected that the length of time will be longer than three months, the employee will be excluded or included at the commencement of his/her new responsibilities. However, in the event the period is actually less than three months:
 - (1) in exclusion cases, the Union will be reimbursed the dues which would have been paid;
 - (2) in inclusion cases, the Union will reimburse the employee the dues which have been paid.
 - (c) When the length of time is unknown, the employee will retain his/her present jurisdictional status up to the three month period. If the period extends beyond three months, the employee will then be either included or excluded.

ARTICLE 2 GRIEVANCE PROCEDURE

2.1 Any allegation that an employee has been subjected to unfair treatment or any dispute arising out of the content of this Agreement shall be understood to be a fit matter for the following grievance procedure. All matters of grievance by any employee or group or class of employees for whom the Union is the bargaining agent and which the Union may desire to present shall be dealt with in accordance with the following procedure.

2.2 It is mutually agreed by the parties hereto that it is the spirit and intent of this Agreement to adjust grievances promptly. Therefore, any employee covered by this Agreement having a grievance may present such grievance to the representative of the Union appointed by the Union for that purpose. The Union representative may then proceed to have such grievance adjusted in accordance with the following steps established hereby for the purpose of adjusting grievances.

2.3 Grievances

Grievances are to be filed within thirty (30) days from the date that the grievor knew or should have known the facts giving rise to the grievance. The Company is to reply in writing within seven (7) days.

Steps in grievance process: Non-disciplinary matters:

- Step 1 Within seven (7) days of reply or time limited for reply, a meeting with contact supervisor.
- Step 2 If Step 1 meeting not held or if grievance not resolved at Step 1, grievances go to next scheduled meeting of Grievance Review Board.

2.4 Grievance Review Board

The Grievance Review Board shall consist of two Union representatives (at a high level) and two Management representatives (at a high level), who will have the authority to agree unanimously to a final and binding settlement of any grievance or unanimously agree to the scheduling of any grievance.

Grievance Review Board meetings are to be scheduled regularly as agreed to by the parties or ordered by the Chief Arbitrator in all work locations. The purpose of the Grievance Review Board will be to attempt to settle all cases, failing which the Grievance Review Board will agree to facts where possible and ensure that all documentary and other evidence is disclosed by the parties.

If not resolved at the Grievance Review Board, grievances move to arbitration.

2.5 Disciplinary Matters

- 2.5.1** Prior to the imposition of any disciplinary penalty, the Company shall hold a Disciplinary Interview, which shall replace Step 1 of the grievance process.
- 2.5.2** The Company shall provide the Union and any employees who may be disciplined three (3) days' notice of the Interview.
- 2.5.3** The Interview shall take place between the Company, the Union and the accused individual.
- 2.5.4** The Company shall set out its allegations and except where the allegations could constitute a criminal offence, the Union or the individual(s) shall set out their version of the events. Minutes, but not a transcript, of the Interview setting out the substance of the discussion shall be taken.
- 2.5.5** The minutes of the meeting shall be provided to the Union and the accused individual(s) within seven (7) days of the Interview.
- 2.5.6** The Union and the accused individual(s) shall forward a written reply to the minutes, if any, within seven (7) days of receipt of the minutes.

- 2.5.7** Should the Company choose to impose discipline, the Union has ten (10) days to file a grievance commencing at Step 2.
- 2.5.8** Nothing in the disciplinary interview process is intended to interfere with the Company's right to investigate matters.
- 2.6 Facilities and Costs**
- 2.6.1** The Company shall provide the necessary facilities for all meetings in the grievance process.
- 2.6.2** Maintenance of normal earnings and payment of expenses shall be provided by the Company for all Union representatives on a grievance committee.
- 2.6.3** The fees of all arbitrators and costs associated with arbitration hearings shall be shared equally by the parties, subject to current practices.
- 2.7 Dispute Resolution – Article 8, Plan B and OGLs**
- Any Article 8, Plan B or OGL disputes shall be resolved on an expedited basis as set out below:
- 2.7.1** The Union shall commence this dispute resolution process by filing a grievance with the relevant contact supervisor. The parties shall meet within seven (7) days to attempt to resolve the grievance. Failing a resolution of the matter within fourteen (14) days of filing the grievance, the matter will be referred to the ***Grievance Review Board (GRB)***. Failing resolution at that meeting, the grievance shall be ***arbitrated as per Article 3***.
- 2.8 Facilities and Costs**
- 2.8.1** The Company shall provide the necessary facilities for all meetings in the Article 8, Plan B, and OGL grievance process.
- 2.8.2** Maintenance of normal earnings and the payment of expenses shall be provided by the Company for all Union representatives on a dispute resolution committee as per Article 2.7.
- 2.8.3** The fees of the JCT Chair and costs associated with JCT hearings shall be shared equally by the parties. Each party will pay its own nominee on the JCT.
- 2.9** The Company will finalize any formal grievances presently in the process of completion but not finalized before the Agreement is signed.

ARTICLE 2A
DISCIPLINE AND DISCHARGE

- 2A.1** Any allegation that an employee has been demoted, suspended, discharged or otherwise disciplined without just cause shall be a fit matter for the grievance and arbitration procedures as provided for in this Collective Agreement.
- 2A.2** When disciplining or discharging probationary employees for just cause, it is recognized that the probationary period is an extension of the selection process and that they have short service. Therefore, the threshold for discipline and discharge may be less than that of a regular employee in similar circumstances.
- 2A.3** Disciplinary penalties resulting in a suspension without pay will not be imposed until a final decision, (agreement between Union and Management, or an arbitrator's judgment) has been reached.
- 2A.4** A copy of all letters of employee reprimand shall be sent to the chief steward, except in cases where in the Company's opinion the matter involved is of a confidential nature. In the latter instance, the letter will state that the Union has not received a copy of the letter.
- This shall not prevent a supervisor from taking on-the-job disciplinary action including immediate suspension subject to later confirmation.
- 2A.5** Unless otherwise agreed to, after a letter(s) of reprimand has been on an employee's file for a maximum of two years, and there have been no further occurrences, then the letter(s) of reprimand will be removed from all files.

ARTICLE 3
ARBITRATION

3.0 The Arbitration Process

The arbitration process will continue on the basis of the practice currently adhered to by the parties, but any disputes relating to such practice or any requests for changes in the practice may be referred to the Chief Arbitrator, or Deputy Chief Arbitrator as referred to herein, for a ruling.

- 3.1** This procedure shall not apply to Union allegations of unfair treatment or Union concerns regarding the adequacy of job documents and/or the rating, for jobs covered by the Clerical-Technical Job Evaluation Plan or the Area Clerk Plan, which shall be processed in accordance with the challenge procedures contained in The Union Clerical-Technical Job Evaluation Manual.

3.2 Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

3.3 Unless the parties agree to a Board of Arbitration, or the Chief Arbitrator or the Deputy Chief Arbitrator so order, all grievances shall be submitted to Single Panel Arbitration.

3.4 Chief Arbitrator and Deputy Chief Arbitrator

For the duration of this Collective Agreement, Martin Teplitsky shall serve as the Chief Arbitrator. The Chief Arbitrator will have exclusive, final and binding authority over all issues relating to the scheduling of cases, including decisions as to who hears which case and when it is heard and shall have the power to relieve against time limits, including those in the grievance process and the referral to arbitration in respect of all cases.

3.5 All Arbitrators

All arbitrators are to determine their own procedure, may admit evidence that would not be admissible in court and may rely on such evidence to render a decision. All arbitrators will have the power and authority to determine the real issues in dispute between the parties in any particular case and to relieve against time limits in the grievance process. All arbitrators' decisions will be final and binding. All arbitrators shall have the power to make interim relief orders.

3.6 Principles of Single Panel Arbitration

- (a) Arbitrators shall decide up to fifteen (15) grievances each day. The cases shall be heard on an expedited basis after the parties have exchanged their written briefs. Oral evidence may be called only where the arbitrator deems necessary and only with leave of the arbitrator.
- (b) The decisions are precedent setting and shall be accompanied by reasons on any non-factual issues.
- (c) The parties may use the services of counsel.

3.7 Powers of the Chief Arbitrator in the Single Panel Process

- (a) The Chief Arbitrator, in consultation with the parties, will have the power to:
 - (i) appoint arbitrators;

- (ii) assign grievances for resolution;
- (iii) schedule hearing dates in consultation with the parties.

Any of the Chief Arbitrator's powers may be delegated to the Deputy Chief Arbitrator.

3.8 Board of Arbitration

A Board of Arbitration shall consist of a Company nominee, a PWU nominee, and an Arbitrator. A party requesting that a grievance be heard by a Board of Arbitration shall do so in writing to the other party within 10 days of the date the GRB referred the grievance to arbitration.

3.8.1 Nominees

Once either party notifies the other party that an unresolved grievance will be referred to arbitration, such notice shall contain the name of the first party's nominee to an arbitration board. The recipient of the notice shall within 10 days, if he/she consents to the grievance being heard by a Board of Arbitration, advise the other party of the name of its appointee to the arbitration board. The parties shall then have 10 days to agree to a Chairperson for the Board of Arbitration.

3.8.2 Arbitrator

If the parties agree that a Board of Arbitration should hear a grievance but fail to agree upon a chairperson within the time limit, an appointment shall be made by the Chief Arbitrator, or, if the Chief Arbitrator is incapable of doing so, through the facilities of the Ontario Labour Management Arbitration Commission or the Minister of Labour, upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Board of Arbitration, but if there is no majority, the decision of the chairperson shall govern. However, in no event shall the Board of Arbitration have the power to change, alter, modify or amend any provision of this Agreement.

3.8.3 Powers of the Chief Arbitrator in the Board of Arbitration Process

- (a) To determine the hours within which arbitrations are conducted.
- (b) To assist in reducing the cost, and reducing the delay and increasing the efficiency of the arbitration process.

ARTICLE 4 WORKING CONDITIONS

4.1 Working conditions during the term of this Agreement shall be as outlined in this Agreement and Mid-Term Agreement³ except such Mid-Term Agreements as are agreed obsolete by the parties.

In addition, the general environmental privileges surrounding an employee shall also be considered as working conditions. These privileges would include such things as wash-up time, transportation facilities, safety appliances, general safety or health precautions.

4.2 Any modification within the confines of this Agreement shall be subject to agreement by the Company and the Union's executive. Changes to the undernoted subjects, however, can be made with the written agreement of the Chief Steward with the exception as noted in 4.2 (e) and may be cancelled by either party upon the giving of 30 days' notice:

- (a) Changes in working hours between the hours of 7:00 am to 6:00 pm for an individual, work group or crew.
- (b) The extension of acting positions beyond 90 days as outlined in Part B **Item 19.0** and Part D Section 8.0.
- (c) Modifications to hours of work (specific) at all locations for banked time arrangements.
- (d) Local extensions to a maximum of three months beyond the normal 15 accumulated months (in which there have been no breaks in employment exceeding five months) on the use of temporary employees to meet short term staffing requirements without invoking regular-seasonal status.
- (e) Arrangements allowing flexibility for employees assigned to temporary work headquarters subject to PWU Sector Vice-President or delegate approval.

4.3 Unless specifically referred to in a Mid-Term Agreement the pertinent provisions of the Collective Agreements shall apply.

³ A Mid-Term Agreement is a modification of the Collective Agreement executed by the parties on the prescribed form (a specimen of which is shown below) during the term of the Collective Agreement.

(SAMPLE)
**MID-TERM AGREEMENT
TITLE**

Number

Date

It is jointly agreed that the following Mid-Term Agreement shall form part of the Collective Agreement between the parties:

THE COMPANY

UNION

- 4.4** Employees shall be allowed access to their own personnel file. Employees should submit the written request to their supervisor. Review of the file shall be carried out in the presence of the supervisor or human resources contact. Additions or deletions to the file shall be made only with the approval of the supervisor and the human resources contact.

**ARTICLE 5
UNION SECURITY**

- 5.1** All employees covered by this Agreement who are members of the Union on the date hereof shall, as a condition of employment, maintain such membership.
- 5.2** Employees who are not members on the date hereof but who become members of the Union subsequent to said date shall as a condition of employment, maintain their membership thereafter.
- 5.3** New employees shall, as a condition of employment, be or become members of the Union within 15 days of their engagement and shall, as a condition of employment, maintain their membership thereafter.
- 5.4** Membership as a condition of employment as specified in 5.1, 5.2 and 5.3 shall not apply while membership is withheld or suspended, or where a member is expelled by the Union.
- 5.5** In all cases for employees in the Collective Bargaining Unit as defined in Article 1, the Company shall be responsible for the signing of dues authorizations and shall deduct from the weekly wages of each employee, an amount equal to the weekly Union dues in effect at the time and shall transmit the monies so deducted to the Financial Officer of the Union at the times designated by the Union.
- 5.6** A Union representative will be given an opportunity to conduct an orientation session for new probationary/regular employee(s) or temporary employees with greater than 6 months' service within regular working hours at a time and of a duration that is mutually agreeable between the Company and the

Union. The purpose is to acquaint the new employee with the benefits and duties of Union membership.

- 5.7 The Company will not oppose any action by the Union to discipline its members as identified in its constitution.

ARTICLE 6 NO DISCRIMINATION

- 6.1 The Company shall not discriminate against an employee because of membership or activity in the Union or the exercise of his/her lawful rights, and any employee covered by the Agreement who feels that he or she has suffered discrimination shall have the right to seek redress in accordance with Grievance and Arbitration Procedures.
- 6.2 An employee who has a complaint with respect to discrimination in the employment relationship, as envisioned under the Human Rights Code, will have access to the internal Human Rights resolution process if he/she so desires. The employee, if he/she so desires, may have a Union representative present. The complaint, the Human Rights resolution process and the results of same shall not be subject to the grievance/arbitration process.

ARTICLE 7 MANAGERIAL RIGHTS OF THE COMPANY

The Company has and shall retain the exclusive right and power to manage its business and direct its working forces including, but without restricting the generality of the foregoing, the right to hire, suspend, discharge, promote, demote, and discipline any employee. The Company shall exercise the said functions in accordance with the provisions of this Collective Agreement.

ARTICLE 8 JOB CLASSIFICATION AND WAGE RATES

Job classification and wage rates shall be as they appear in wage schedules constituting part of this Agreement. The Company shall discuss with the Union any changes to existing job classifications and wage rates, or the introduction of new job classifications and new wage rates. Where a difference arises between the parties, the Company may introduce the new or amended job classification or wage rates; but either party may require that the difference between them be submitted directly to the arbitration process as detailed in Article 2.7 and the decision shall be binding on both parties.

**ARTICLE 9
SPECIFIC MATTERS OF AGREEMENT**

- 9.1** These matters are to be dealt with in accordance with Parts ‘A’, ‘B’, ‘C’, ‘D’ and the Union Clerical-Technical Job Evaluation Manual.
- 9.2** Where a new field of endeavour is undertaken by the Company and the employees concerned fall within the jurisdiction of the Union by virtue of Article 1, the question of whether such employees will be covered by an existing part of the Collective Agreement, an existing part of the Collective Agreement with special provisions or modifications, or a new part of the Collective Agreement will be one for joint agreement.

**ARTICLE 10
SELECTION TO VACANCIES**

10.1 General

- 10.1.1** *Effective April 1st 2016*, no person shall be appointed to a vacancy in the PWU jurisdiction until all qualified PWU represented applicants have been selected.
- 10.1.2** If an employee is appointed to a vacancy within the PWU jurisdiction from a bargaining unit which restricts seniority in the Company to its own membership, his/her seniority will be limited to service within the PWU bargaining unit.
- 10.1.3** The Company may request a waiver of Posting and/or Selection from PWU when there are medical reasons related to the employee or his/her immediate family, as verified by the Chief Physician/Manager of the Health Services Department. If the waiver request is agreed to by the Union, the employee will be appointed to the position. ***Such requests by the Company will not be unreasonably denied.***

Employees appointed to positions, which are filled due to an agreed to waiver of posting and/or selection, will be entitled to moving expenses in accordance with the provisions of Part ‘A’, Item 23.0.

10.1.4 Appointments/Notification

- 1.** If the candidate selected has already been appointed to another position, but has not yet reported to the new job, he/she shall be given the opportunity of choosing the one he/she prefers unless it is in the Company’s interest that he/she accepts the first appointment.
- 2.** On request, the Company will explain, in writing, to any unsuccessful applicant for an advertised vacancy, the reason why he/she was not selected for the position.

3. All regular full time and regular part time positions within or one level above the Union's jurisdiction will be advertised province-wide when they become vacant. Selection to be made or the vacancy cancelled within four months after the posting date of the advertisement. Transfers of successful applicants to be made or rate for the new position paid in accordance with the Promotion Rule as identified in Part A, Section 24.1, 60 days from the date of selection for the position.
4. Vacancies as set out in Article 10.5 shall not be subject to the provisions contained herein 10.1.4.7 to 10.1.4.9 inclusive.
5. One electronic copy of all posted vacancies within or one level above the PWU's jurisdiction will be forwarded to the Union as designated by Sector 3 Vice President.
6. One copy of the compiled list of applicants for all advertised vacancies will be forwarded to the Union office.
7. When a final decision has been made, the supervisor of the vacancy will ensure that:

The unsuccessful applicants who were interviewed are notified of the final decision as soon as possible. The name of the successful applicant should be given.

The successful applicant and his/her supervisor is notified.

Notify Human Resources of the name of the successful applicant for publication in the selection notices. This published list will be considered appropriate notification for those applicants who were not interviewed.

8. Similar Vacancies

When a similar vacancy occurs beyond four months following the posting date of the advertisement, it must be re-posted and considered separately.

9. Instructors and Training Technicians

Advertised vacancies for instructors and training technicians may be filled on a temporary basis. The time period shall not exceed 18 months after which the incumbent will revert to his/her regular classification and location. The position(s) will be advertised each time with the provision that an employee will not be selected for two (2) consecutive terms. The employee shall be compensated as per Part 'A' Item 17.1.1 for the position while he/she is retained in it and his/her progression in his/her original classification will not be delayed because of such

temporary assignment. The number of positions in a department filled on a temporary basis will not exceed 50% of the positions filled on a regular basis.

10.1.5 The following definitions shall be used to determine an employee's entitlement to be considered for a non-supervisory vacancy:

(A) Seniority

Except as provided in Section 10.1 of this Article:

1. An employee's seniority, for purposes of selection to vacancies, shall be the service credit as defined in Part 'A', Item 5.0.
2. Service with an acquired company will be added to the employee's seniority.
3. The total service credit with the Company will be used for comparing seniority of applicants rather than service in a position, trade, or occupation.

(B) Base Weekly Income

1. The maximum base rate per classification as shown on wage schedules 20, 21, and 31.
2. The maximum base hourly rate per classification as shown on wage schedules 24, 25, 26, 27, 28, 29, 30 and 32 multiplied by 40 hours.

(C) Promotion Application

1. Where the base weekly income (maximum rate) of the advertised position is higher than the base weekly income (maximum rate) of the applicant's present position.
2. Where an employee submits an application to a position of equal rating (same base weekly income) which requires fewer normal weekly hours of work.
3. Where an employee who presently occupies a position regularly requiring or subject to shift work, applies for a position of equal rating (same base weekly income) but not regularly requiring or subject to shift work.

(D) Lateral Application

Where the maximum rate (base weekly income) of the position applied for is equal to the maximum rate of the applicant's present position and the factors identified in 10.1.5 C (2) and 10.1.5 C (3) do not exist.

(E) Demotion Application

Where the maximum rate (base weekly income) of the position applied for is lower than the maximum rate of the applicant's present position.

10.2 Supervisory Positions

1. In considering applicants for supervisory positions, primary consideration should not be given to seniority but to personal qualities such as leadership, reliability, judgment, ability to organize and instruct and an understanding and a display of the practice of good human relations. For supervisory positions, an endeavour will be made to select the most promising candidate.
2. Only those individuals satisfactorily possessing the above characteristics, as assessed by the Company, should be considered. Where practicable, applicants for supervisory positions should be interviewed by the supervisor responsible for the selection. Seniority will govern only in cases where there does not appear, in the Company's opinion, to be much difference in qualifications.
3. For the purpose of this Article, supervisory positions will include:
 - (a) Union Trades Supervisor – Level 3 and higher positions in the trades
 - (b) Clerical-technical jobs which are credited with degree 3 or higher in the Responsibility for Supervision factor of the Clerical-Technical Job Evaluation Plan.
 - (c) Supervising Meter Reader
4. The provisions of Article 10.2.(3.) above will not affect the status of incumbents for Union representation or the future posting of vacancies as they may occur.
5. Appointments to positions above the jurisdiction of the Union shall not be subject to the Grievance Procedure. However, the Company will give due consideration to representations of the Union where there is evidence of obvious irregularities or discrepancies.
6. Candidates selected to supervisory vacancies which represent a lateral or demotion in accordance with Article 10.1.5 and employed for a

minimum of five years in their current work headquarters shall be entitled to moving expenses in accordance with the provisions of Part 'A', Item 23.0. Candidates selected to promotions shall be entitled to moving expenses in accordance with the provisions of Part 'A', Item 23.0.

10.3 Non-Supervisory Positions: Clerical Technical and Controller/Dispatchers

Exceptions: Positions identified in Section 10.2, 10.4 and 10.5 of this Article.

1. The Company will use all available information and determine those applicants who are qualified to fill the vacancy.

One of the requisites is the minimum years of experience as set out in the job specification. Before any consideration is given to seniority the supervisor responsible for making the selection must determine, from the list of applicants, those employees who have the qualifications to do the job satisfactorily.

A recommendation by the supervisor should then be made from the qualified employees, overall seniority being the governing factor.

An employee's experience with another company will be taken into consideration in determining his/her qualifications for a position.

- 10.3.1** Management reserves the right to restrict the application to a vacancy under Article 10.3 when the selection of candidates, for whom it may result in a lateral or demotion, reduces the capability in a given classification below that considered by Management as required for the effective continued operation of the sending department at a location (eg, P&C Staff at Middleport). In such situations, only those senior qualified candidates will be selected from that department at a location which will not adversely affect its effective continued operation; the remaining senior qualified candidates will be selected from other departments at a location on the same basis. Location is defined in Article 11.3.

Employees will receive written notice from his/her supervisor if their selection may be voided because they cannot be released. A copy of this written notice is to be given to the Chief Steward.

10.3.2 Transportation and Moving Expenses

Candidates selected to non-supervisory vacancies which represent a lateral or demotion in accordance with Article 10.1.5 and employed for a minimum of five years in their current work headquarters shall be entitled to moving expenses in accordance with the provisions of Part 'A', Item 23.0. Candidates

selected to the promotions shall be entitled to moving expenses in accordance with the provisions of Part 'A', Item 23.0.

10.4 Non-Supervisory Positions: Trades

Selection to Trade Classifications on Wage Schedule 25 (Trade Groups 01 and 02), Wage Schedule 28, Wage Schedule 27 (Trade Group 01, 02, 07), Wage Schedule 24 (Trade Group 01, 10).

1. Senior qualified journeyman⁴ from a formally established travelling crew with three (3) or more years continuous service on the travelling crew for whom the vacancy represents an equal classification, provided that not more than 20% of the total classification complement from a travelling crew is transferred in a calendar year. In calculating the 20% attrition ratio, a transfer for purposes of this item will be defined as any employee transfer out of such travelling crew to any position within the Company. Moving expenses as defined in Part 'A', Section 23.5 will apply to such transfers.
2. Senior qualified journeyman applicant for whom the vacancy represents an equal classification.
3. Senior qualified applicant from another classification.
4. The Union will meet with Management twice yearly to participate in the development of selection strategies of the following:
 - (I) Senior qualified journeymen from the PWU Hiring Hall.
 - (II) Senior qualified employees from the PWU Hiring Hall who have successfully completed the Hydro One Inc./**PWU Joint** apprenticeship or are currently enrolled in the Hydro One Inc./**PWU Joint** apprenticeship. This group shall comprise 70% of the selections (rounded to the closest number of employees) under this item provided sufficient applicants are available. Selections beyond 70% require joint agreement.
 - (III) All other regular internal applicants.

Note: When selecting from (I) or (II) above, Section 18 of Appendix "A" shall apply to each group separately.
5. External applicants

⁴ Defined as the qualified journeyman who has the longest tenure on their current formally established travelling crew. Tenure flows between travelling crews if employees are transferred as a result of Article 11.

10.4.1 Selection will be subject to:

- (A) The employee must be releasable in accordance with the provisions of Article 10.3.1. This does not apply to 10.4.(1.)
- (B) Employees with documented performance deficiencies or job related health limitations as identified by the Health Services Department may not be eligible for lateral considerations.

10.4.2 Transportation and Moving Expenses

Candidates selected to non-supervisory trades positions will not be automatically entitled to the moving and transportation expenses provided in Part 'A', Item 23.0. Reimbursement of any such expenses incurred by the employee, in whole or in part, shall be at Management's discretion.

10.5 Non-Supervisory Positions: Other Positions

The following classifications will be selected on the following basis:

- Trades positions of journeyman rank and lower covered by Part 'B' with the exception of Wage Schedule 25 (Trade Groups 01 and 02), Wage Schedule 28, Wage Schedule 27 (Trade Group 01, 02, 07), and Wage Schedule 24 (Trade Group 01, 10).
 - Controller/Dispatcher Trainees
 - Other jobs below Grade 55 covered by the Clerical-Technical Job Evaluation Plan.
1. Article 10.5 vacancies will be internally advertised province-wide for the same time period as other vacancies. Similar vacancies that occur within four months of the posting date of the advertisement will not require posting.
 2. All employees are eligible to apply and will be given fair and objective consideration prior to hiring of applicants from outside the Company. When making appointments, seniority will not be the governing factor.
 3. The senior qualified journeyman applicant for whom the vacancy represents an equal classification will be selected subject to the following:
 - (I) The employee must be releasable in accordance with the provisions of Article 10.3.1.

- (II) Employees with documented performance deficiencies or job related health limitations as identified by the Health Services Department may not be eligible for lateral considerations.
 - (III) When filled by the senior qualified applicant as per the above, the resulting backfill vacancy will be filled in accordance with provisions of paragraph 10.5.(2.)
4. Selection Priority
- Selections will be made in the following order:
- (I) Senior qualified journey person applicants for whom the vacancy is an equal classification.
 - (II) Applicants selected on the basis of fair and objective consideration.
5. Article 10.5 vacancies are different from other vacancies, hence there shall be no requirement upon the Company to apply the provisions related to posting of vacancies contained in 10.1.4. The successful applicant will be identified in the Selection Notices.

10.5.1 Transportation and Moving Expenses

Candidates selected to vacancies as per Article 10.5 will not be automatically entitled to the moving and transportation expenses provided in Part 'A', Item 23.0. Reimbursement of any such expenses incurred by the employee, in whole or in part, shall be at Management's discretion.

Candidates selected to controller/dispatcher trainee positions who have two years' service shall be entitled to moving expenses in accordance with the provisions of Part 'A', Item 23.0.

10.6 Transition Provisions

- (a) After March 31, 2002, an employee in a bargaining unit whose collective agreement has a reciprocal clause who is in receipt of a notice of termination/layoff from that bargaining unit or who has been laid off and subject to recall or who has been identified as overcomplement is eligible to apply to posted vacancies and placement opportunities in Hydro One. He/she will be given fair and objective consideration for employment before new hires. A successful applicant will transfer his/her service credit and seniority credits to the new Company. No employee hired pursuant to this Article will be entitled to any relocation or moving expenses under the provision of any Collective Agreement.

- (b) Employees in a bargaining unit who are not covered by Item 10.6 (a) may apply for posted vacancies and placement opportunities in another bargaining unit. The employer in receipt of the application has no obligation to consider the application of such employee(s) from another bargaining unit. A successful applicant will transfer his/her service and seniority credits to the new employer.
- (c) The provisions of Article 10.6 (a), and (b) have no application to any person who was not an employee of Ontario Hydro on August 31, 1998 or whenever the move to successor Collective Agreements is complete.
- (d) Any service credit restoration, as per Part A, Item 5.0, shall include service earned as an Ontario Hydro employee and service earned as an employee of any Ontario Hydro successor company.

ARTICLE 11 SURPLUS STAFF PROCEDURE

Table of Contents

11.0	Worksite Redeployment
11.1	Surplus Staff Procedure – Sequence of Events
11.2	Application
11.3	Definitions
11.4	Occupational Group Listings (OGLs)
11.4.1	Failure to Demonstrate Qualifications
11.4.2	Expedited Grievance and Arbitration Process for Job Classification Grievances and OGL Dispute Resolution
11.5	Notice Of Termination/Layoff
11.6	Employee Elections
11.7	Failure to Complete The Form
11.8	Cash Out During The Notice Period
11.9	General
11.10	Senior Choice/Junior Force (Province Displacement)
11.11	Displacements
11.11.1	Equal Stream
11.11.2	Lower Stream

- 11.11.3 Senior Choice/Junior Force (Within Location)
- 11.12 Displacement and Recall Rights
 - 11.12.1 Probationary Employees
 - 11.12.2 Regular Seasonal
- 11.13 Permanent Location Closings
- 11.14 Severance Pay
 - 11.14.1 Reduced Severance Pay on Refusing a Position
 - 11.14.2 Benefit Continuance/Tuition/Outplacement Services
- 11.15 Failure to Report To Assigned Positions
- 11.16 Selection to Vacancies
 - 11.16.1 Jurisdiction
 - 11.16.2 Selection Priority
- 11.17 Recall
- 11.18 Limitations to Turnover
- 11.19 Wage Maintenance
- 11.20 Moving Expenses

NOTE:

Appendices A & B of Article 11 form part of this Collective Agreement. Any changes to lists, including the addition or deletion of locations, worksites and work centres shall require joint agreement. Such joint agreement will be reached prior to the movement of staff.

11.0 Worksite Redeployment

This provision may be implemented and completed without activating Article 11 in total.

Employees who are over complement and must redeploy will be given the options of available sites along with the option of severance as described in Article 11.14.1 and item 2(a) below.

1. Within a worksite⁵, Management may deploy employees within equal classifications.
2. Where Management has identified an over-complement in a classification at a worksite(s) and an under-complement at another worksite(s) in an equal

⁵ As defined by Article 11, Appendix B

classification⁶, Management may deploy employees from an over-complement worksite to an under-complement worksite on a senior choice/junior force basis until either the over-complement or under-complement ceases to exist, whichever occurs first.

- (a) A junior employee who refuses to be transferred will be subject to discipline up to and including termination. All disputes regarding the discipline and termination of an employee who refuses a transfer will be referred to Martin Teplitsky for resolution on an expedited basis. An employee who is terminated for refusing a transfer under the terms of this agreement shall be eligible to receive reduced severance pay pursuant to Article 11.14.1(i) as well as Article 11.14.2 (Benefit Continuance/Tuition/ Outplacement Services), if the proposed transfer is to a worksite that is not within a reasonable commuting distance from his/her residence.

Where an employee is terminated for refusing to transfer to a worksite which is within reasonable commuting distance from his/her residence, there is no severance or other provisions payable to such employees.

- (b) Management has the right to determine the classification(s), number of over-complement positions, number of under-complement positions and the worksite(s) that will be dealt with under each operation of this provision.
- (c) Management will provide at least four (4) weeks' notice to employees in the over-complement classification and worksite of the intended date of transfer by posting in the over-complement worksite(s) a notice which sets out:
- the affected classifications;
 - number of positions to be filled;
 - under-complement worksite(s); and
 - proposed transfer date.

Subsequent to this four (4) week posting employees designated for transfer will be provided with at least two (2) weeks' notice of their actual transfer date. In determining an employee's transfer date the company will consider the personal circumstances of the employee and the business needs of the company. A copy of this notice will be provided to the PWU Sector 3 Vice President.

- (d) Employees transferring will be entitled to moving expenses and housing assistance as set out in Part A, Item 23 except where as a result of the

⁶ As defined by Article 11

transfer the employee has a different work headquarters that is within a reasonable commuting distance from his/her residence.

3. Under-complement positions that remain vacant after the operation of 1 and 2(a) will be posted in accordance with the Collective Agreement.
4. If the transfer results in a move to a lower-rated equal classification, wage maintenance as per 11.19 will apply.
5. There will be no permanent transfers under this Article into a worksite/centre which has been identified as a worksite/centre to be closed permanently during the 18 month period following intended transfer date.
6. Medically restricted at work (MRAW) employees who have had a special position created for them cannot be terminated for refusing a transfer under 11.0 (2). In the event that there is a closure of a worksite, the MRAW employee will transfer in accordance with this Article and where necessary be accommodated in accordance with applicable legislation.
7. Performance Limitations: When an individual has a verifiable physical or medical limitation and is not required to be accommodated under the Human Rights legislation and which prevents him/her from performing the essential functions of a job in his/her Occupational Group Listing (OGL) into which he/she may be transferred, and which is voluntarily identified in advance of determining those to be transferred, the Company and the Union will meet to discuss this individual. It is understood that if there is no mutual agreement the Company may proceed to implement the layoff. Nothing in this Article is intended to require any employee to self-identify or to modify in any way the rights or obligations of the Company, Union or employee under the Human Rights legislation.
8. Employees on pregnancy/parental leave, or assignment outside Ontario or approved leave of absence, vacation, sick leave will be subject to this process and be required to participate as if they were in their regular position. Such employees will assume their new positions upon return and until such time the positions will be filled on a temporary basis if required by the Company.

The company will make reasonable efforts to contact personally employees on such leave but in any event such employees will be provided with written notification that the Company is initiating a worksite redeployment. The Company can only rely on the last address and telephone number provided by the employee.
9. Employees on LTD including those in a LTD funded Rehabilitation and Re-employment Program may not be subject to the provisions of Article 11.0.

10. Notwithstanding the provisions of this Article an employee who is within five years of normal retirement or within five years of eligibility for undiscounted pension when faced with worksite redeployment, with joint agreement may be given special consideration for worksite protection/preference.
11. Notwithstanding the provisions of this Article, the parties may make special arrangements for employees who are disabled to the extent that alternative employment would be difficult to find.

11.1 Surplus Staff Procedure – Sequence of Events

Prior to/in place of the implementation of the surplus staff procedure outlined below the Company will offer Cash Out to employees in a location in an over complement classification (or equal classification) to eliminate the over complement situation. Employees who elect to accept the Cash Out offer shall be eligible to receive the provisions of Article 11.8.1.

In the event that the number of employees to be issued initial notice of termination/layoff is 40 or less, the process outlined below shall be modified such that only those employees impacted as a result of the layoff or displacement process shall participate. The company will provide the PWU a listing of those employees who will receive initial notice of layoff/termination and those employees potentially impacted by the displacement process two weeks in advance.

Layoffs/Termination(s) of regular employees, as a result of the operation of Article 11.1 will be implemented a maximum of once each calendar year.

1. The Company will notify the PWU and the Job Evaluation Department of the intention to run Article 11 approximately two weeks in advance. Job challenges and Management job reviews will be frozen from the date of this notification until the announcement date of the results of Article 11.
2. All regular employees will have a completed option election form retained on their personnel file (901). Approximately one week prior to notice date, all regular full-time and regular part-time employees shall be provided with a personal information package.
3. The Company will give initial notice of termination/layoff in accordance with Article 11.5.
4. The Company will confirm to employees all information received on revised Option Election Forms.
5. Requests to correct employee base data (in item #2 above) are received by the PWU from the employee and forwarded to the Company.

6. Employees who received initial notice of termination/layoff and employees who are in an equal classification at the location shall receive priority consideration to posted vacancies which represent a lateral or demotion, commencing 8 (eight) days after initial notice has been provided.
7. After all data is collected and the Company is in a position to apply Article 11, there will be a “freeze” period during which vacancies will be held open. This period shall be for a minimum of three weeks before employee displacement rights are determined and announced by the Company. These vacancies may be filled on a temporary basis during this freeze period pending the determination and announcement of the results of the application of Article 11.
8. Employee displacement rights will be determined and those employees who will be displaced, laid off and/or terminated shall be identified. All displacements and the names of employees to be laid off or terminated will be identified “on paper” at the outset prior to implementation of any changes resulting from the announced reduction of complement.
9. The names of the employees who will be displaced, laid off and terminated shall be announced.
10. After the Company announces the results of the application of Article 11, employees displacing into another location will be identified and worksite/centre preference will be determined by seniority on a senior choice/junior force basis.
11. The “freeze” on filling vacancies ends at the time of the announcement. During the period after the announcement and prior to the date of termination set out in the initial notice of termination/layoff, the Company, pursuant to Article 10, will post vacancies which remain unfilled after the displacement process and new vacancies as they arise. Employees faced with layoff shall be given priority consideration to such vacancies which represent a lateral or demotion over other applicants. If vacancies remain unfilled after the Article 10 process, during the period prior to the layoff fair and objective consideration for such vacancies will be given to applications from employees to be laid off.
12. The implementation of displacements, layoffs and terminations pursuant to the Article 11 process will commence on the date of termination/layoff identified in the initial notices unless extended by the Company in accordance with the *Employment Standards Act* and regulations and subject to any “reversals” which may have occurred as a result of employee terminations.

11.2 Application

- (a) This procedure applies only to the bargaining unit in this Collective Agreement.
- (b) This procedure applies to regular full-time and regular part-time employees. The displacement and recall rights of probationary employees and regular-seasonal employees are limited to those contained in 11.12.
- (c) The Company will supply the PWU Bargaining Resource Department with an accurate computerized seniority list (see note below) separated by Occupational Group Listings (OGL's) and sorted by province and locations on February 1st and August 1st and at the time the Company gives initial notice of termination/layoff under this Article.

The Company will also post a seniority list in each worksite on February 1 and August 1. The seniority list will be a single list of employees, which will include the following information (subject to revision after consultation with the Company and the PWU):

- Name/employee number
- ECD
- Base OGL
- Level
- OCC code
- Title
- Building code
- Geographic location
- Status
- Business

In the absence of a challenge in writing by the Union within thirty (30) calendar days of posting, the seniority list will be deemed to be accurate and the Union will not subsequently be able to challenge the accuracy of the list. In the event of a challenge, the parties will try to resolve any differences. If there is no agreement, either party may refer the challenge to Arbitrator Teplitsky under the expedited dispute resolution process for deciding OGL disputes.

NOTE

The computerized seniority list provided to the PWU will contain the following data:

Last Name, Initials, ECD, Occupational Code, Job Title, Schedule, Base Occupational Group Number, Grade, Location, Building Code, Payroll

Number, Business Unit, Division, Department, Hours of Work, Date of Notice of Termination/Layoff, Date of Expiry of Recall, End Rate of Classification.

(d) Approximately one week prior to notice date, all regular full-time and regular part-time employees shall be provided with a personal information package containing the following:

- Name
- Employee Number
- Established Commencement Date (ECD)
- Base Building Code
- Geographic Location
- Occupation Code
- Job Title
- OGL number and level
- Current Option/Election form choices
- Blank Option/Election form
- Listing of locations (Appendix A)
- Copy of Hydro One Inc. maps

In the absence of a written challenge by the union prior to freeze date, the employee data will be deemed to be accurate and the union will not subsequently be able to challenge the accuracy of the information.

(e) Medically Restricted at Work (MRAW) employees who have had a special position created for them cannot be displaced. In the event that there is a closure of a worksite or the special position is redundant, the MRAW employee will displace in accordance with this Article and where necessary be accommodated in accordance with applicable legislation. For purposes of Article 11 the MRAW employee will be deemed to be in the classification held immediately prior to being placed in the special position.

(f) Performance Limitations: When an individual has a verifiable physical or medical limitation and is not required to be accommodated under the Human Rights legislation and which prevents him/her from performing the essential functions of a job in his/her Occupational Group Listing (OGL) into which he/she may be displaced, and which is voluntarily identified in advance of determination of displacement rights following notice of layoff, the Company and the Union will meet to discuss this individual. It is understood that if there is no mutual agreement the Company may proceed to implement the layoff. Nothing in this Article is intended to require any employee to self-identify or to modify in any way the rights or obligations of the Company, Union or employee under the Human Rights legislation.

(g) Employees on pregnancy/parental leave, or assignment outside Ontario or approved leaves of absence, vacation, sick leave will be subject to this process

and be required to participate as if they were in their regular position. Such employees will assume their new positions upon return and until such time the positions will be filled on a temporary basis if required by the Company.

The Company will make reasonable efforts to contact personally employees on such leave but in any event such employees will be provided with written notification that the Company has initiated lay-off procedures and that their employment status may be affected. The Company can rely on the last address and telephone number provided by the employee.

- (h) Employees on LTD including those in a LTD funded Rehabilitation and Re-Employment Program may not displace nor are they subject to displacement.
- (i) Notwithstanding the provisions of this Article an employee who is within five years of normal retirement or within five years of eligibility for undiscounted pension when faced with displacement or layoff, with joint agreement may be given special consideration for worksite protection/preference.
- (j) Notwithstanding the provisions of this Article, the parties may make special arrangements for employees who are disabled to the extent that alternative employment would be difficult to find.

11.3 Definitions

- 1. “Base weekly rate” and “base hourly rate” include pay equity adjustments.
- 2. “Classification” shall mean an employee’s trade or job title.
- 3. “Equal Classification” or “Equal” is a classification in an employee’s OGL where the base weekly rate or base hourly rate is the same except that:
 - (a) Some hourly rated trades have been identified as equals where most of the job duties are the same but the wage rate is different.
 - (b) For pay equity adjusted rates, equal will be deemed to be those jobs whose terminal rates meet or exceed the Step 3 rates listed on Salary Schedule 20.

Example 1: Grade 55 + PEA, equivalent to Grade 57, Step 2 = Grade 56 and can displace Grade 56 jobs under Article 11 (Grade 56 (no PEA) can also displace this Grade 55 job).

Example 2: Grade 55 + PEA, equivalent to Grade 58 Step 2 = Grade 57 and can displace Grade 57 jobs under Article 11 (Grade 57 or 56 (no PEA) can also displace this Grade 55 job).

4. Lower: Lower Classification or Lower is a classification in an employee's OGL where the base weekly rate or base hourly rate is lower.

For pay equity adjusted rates, lower will be deemed to be those jobs whose terminal rates are lower than the Step 3 rates listed on Salary Schedule 20.

Example 1: Grade 56 (no PEA) is lower than a Grade 55 + PEA equivalent to Grade 57 Step 3.

5. "Worksite" is a place of operations as identified by building code(s) and identified in Appendix A. An employee's worksite will be their regular work headquarters as defined in Part A, Item 18.2.
6. "Work Centre" as identified in Appendix A.
7. "Location" means a geographic area which includes worksite(s) and/or work centres. Locations are identified in Appendix A.
8. "Occupational Group List (OGL)" means a jointly agreed to list of Equal and Lower classifications into which an employee can exercise displacement rights. OGLs are equals and lowers within the appropriate job family which an employee can satisfactorily perform within a reasonable period of familiarization and orientation.
9. "Surplus Employee" is an employee who has been given notice of termination/layoff by the Company or an employee who may be displaced or who is displaced from his/her position.
10.
 - (a) "Seniority" means the service credit as defined in Part A Section 5.0, except for the restrictions contained in Article 10.1.2.
 - (b) Where employees have the same seniority the employee with the highest employee number is deemed to be the more senior employee.

For purposes of determining displacements, layoffs and terminations, seniority will be calculated as of the date of the initial notice of termination/layoff. For all other purposes including subsequent layoffs, seniority will continue to accrue.

11. "Job Family" is a collection of jobs or job classifications involved in the same general nature of work.

It is recognized that some jobs straddle two (2) job families, e.g., technical-clerical. For these exceptions, jobs from both families may be included in the OGL.

The family for those jobs which do not neatly fall into one of the below will be jointly determined as required.

There are four families as listed below:

Clerical: Involving gathering, analysing, processing, recording, disseminating information or data, and/or the operation of miscellaneous office machines or equipment.

Technical: Involving the choice, application and/or manipulation of formulae, principles, techniques or natural laws in practical, mechanical or industrial arts or applied sciences.

Drafting: Involving the drawing up or preparation of plans, drawings, bills of materials, etc.

Trades/Controller/Dispatcher:

Involving skilled labour in areas such as electrician, mechanic, Regional Maintainer, labourer, controllers/dispatchers, etc.

12. “Former Classification” is defined as the position/ classification (previous occupation code) last occupied by the employee within five years of the Notice of Termination/Layoff excluding relief, acting and temporary assignments. If the previous occupation code has been obsoleted and replaced by a new code, the new code and the old code will be deemed to be one and the same code for the purposes of determining former classification.

11.4 Occupational Group Listings (OGLs)

1. For a job to be included in an OGL, it must be a job which can be satisfactorily performed by the average employee in the surplus classification within a reasonable period of familiarization and orientation. This period will vary depending on the complexity of the job.
2. All existing jobs are placed in OGLs. OGLs shall be part of this agreement but shall be published in a separate publication.
3. New OGLs shall be jointly developed for new jobs or for existing jobs which have materially changed or for jobs which have the wage rate adjusted. If the parties cannot agree on an OGL, the dispute will be referred to Arbitrator Teplitsky for resolution in accordance with Article 11.4.2.

11.4.1 Failure to Demonstrate Qualifications

Once an employee displaces into a position in an OGL, the employee must be able to demonstrate an acceptable level of performance within a reasonable period of familiarization and orientation. Failure to achieve an acceptable level of performance

in this time will result in layoff with severance as per 11.14 and recall rights to their pre-displacement classification.

11.4.2 Expedited Grievance and Arbitration Process for Job Classification Grievances and OGL Dispute Resolution

If the parties cannot agree on an OGL the disputes will be referred to Arbitrator Teplitsky for resolution as per Article 2.7 Dispute Resolution – Article 8, Plan B and OGL Process.

1. In the event of any lay-off, it is the parties' intention that best efforts will be used to resolve outstanding disputes before the beginning of the "freeze" period which precedes the announcement of displacement rights and the expedited procedure established herein will be used for this purpose. Where possible, priority shall be given to those disputes which could have an influence on classifications which may be affected by the proposed layoff. However, any unresolved disputes will not stop the Company from implementing any terminations/layoffs.

11.5 Notice of Termination/Layoff

1. The Company will give initial notice of termination/layoff to the most junior employees in a classification in a worksite. Employees who receive initial notice of termination/layoff shall also receive cash-out information, selection priority information, and personal OGL information. Notices listing those employees receiving initial notice of termination will be posted at all Company worksites/centres. Pursuant to the terms of this Article, employees receiving such notice will be permitted to take another position in the Company as a result of which some other person either loses his/her position and is permitted to take another position or loses his/her employment. Such notice shall be deemed to be notice of termination to all affected employees including to those employees who may be displaced and to those employees whose employment is terminated or who are laid off.
2. Employees receiving initial notice of termination/layoff will be provided with two (2) months' notice of termination/layoff. An employee who has been given notice of termination/layoff may be given temporary work following the date of termination in accordance with the *Employment Standards Act* and regulations.
3. When an employee is given notice of termination/layoff the Company will notify the Union office and Chief Stewards within three working days from the date the employee is notified. The Union will be responsible for keeping the Company advised of the names of all Chief Stewards.

11.6 Employee Elections

1. All employees will be required to supply the Company, by a date determined by the Company, with information necessary to enable the Company to make decisions relating to employee displacements in Locations, and the Province. This information will be provided by employees on the Option/Election Form and a Location Preference Ranking Form, both of which are computer readable. The employees will rank all locations outside of their own in order of preference on the Location Preference Ranking form.
2. The information provided by the employee on the forms will amount to a decision by each employee, unless amended as set out in 11.6(4). The Company will be entitled to rely on this information for purposes of applying the provisions of Article 11.
3. In addition to providing other information requested on the Forms provided, employees shall elect to be placed into positions in their OGLs in one of two streams, either the Equal Stream or the Lower Stream. The employee may also elect to displace outside his/her OGL pursuant to 11.11.1(2) by supplying the required information.
4. Each employee will ensure the Company has an updated option election form, to be maintained in his/her personnel file. When the Company initiates a layoff of employees under this Article, employees will have the opportunity to amend the option election form. Revisions to the option election form must be received prior to freeze date. The employee will be provided with a written confirmation of the information provided (refer to Article 11.1). If there is no request to amend by the employee by freeze date, the information contained in the confirmation shall be deemed accurate for all purposes.

11.7 Failure to Complete the Form

Any employee failing to supply the information requested on the forms, who receives initial notice of termination/layoff or is displaced, will be deemed to have chosen a lower classification in his/her Location and will not be entitled to displace into an equal or lower classification in the Province regardless of seniority. If there is no position in a lower classification in the Location into which he/she can displace, the employee will be laid off with recall or severance rights as per 11.14.

11.8 Cash Out During the Notice Period

1. Where a reduction in complement is to take place in a classification in a Location, all employees in that classification (or in an equal classification) in that Location may notify the Company of their desire to resign from the Company during the notice period. Upon request by an employee, the Company will provide relevant pension and benefit information to enable him/her to make an informed decision prior to being required to give notice of his/her intention to cash out during the notice period. Written notification

by the employee of his/her desire to resign must be given within 7 days of receipt of the notice of termination/layoff. From the total number of eligible employees who indicate that they wish to resign, the Company will accept on a seniority basis a number from the classification (or an equal classification) equal to the number of surplus employees in the classification in that Location. Those employees accepted must resign and will receive:

- (i) severance pay as per Article 11.14; and,
- (ii) base pay from the employee's date of resignation to the end of the two (2) month notice period provided in the notice of termination/layoff, plus a lump sum payment (in lieu of notice) equal to three (3) months base pay (total = 21 weeks). (For employees who resign within the seven (7) day period and whose resignation is accepted, the payment will be five (5) months pay.)

The maximum number of weeks payable (i + ii) shall be 104.

2. Where the number of eligible employees who have resigned in the 7 day period is less than the number of surplus employees in a classification in the Location, additional resignations will be accepted on a first come basis from employees in that classification (or in an equal classification) until the freeze period commences or until the resignations from eligible employees equal the number of surplus employees in the classification in the Location. The resignation by the employee must be in writing in order to be accepted by the Company.
3. Employees who resign with cash out may not be from the worksite/centres or the actual classification with the surplus and a temporary deployment of employees to other worksite/centres within the location may be required to balance the complement.

To achieve this balance between worksite/centres the most senior employee who is prepared to accept the transfer and who is in the classification or an equal classification in which there is an overcomplement, and is at the worksite/centre from which an employee is to be transferred will be selected to the position. In the absence of senior volunteers, the most junior employee in the classification or an equal classification will be transferred to the position.

11.9 General

1. All employees work at a worksite or work centre in a Location.
2. Each employee shall have the responsibility to notify the Company of his/her current address and telephone number and any subsequent change. The

Company shall be entitled to rely on the last address and telephone number furnished by the employee for all purposes.

3. Grievances under this agreement or a predecessor agreement which have not been resolved before the commencement of the freeze period do not affect the Company's right to layoff pursuant to Article 11.
4. At least two weeks before the determination of employee rights and the announcement of the results of the application of Article 11, a freeze period shall be implemented wherein all vacancies shall be held and filled temporarily where necessary. This freeze on filling vacancies shall end when the results of the application of Article 11 are announced.

11.10 Senior Choice/Junior Force (Province Displacement)

The principle of "senior choice/junior force" is designed to allow senior employees to have Location preference where it is available. Employees who can be displaced in a Location, in the Province are always the most junior employees in the classification into which the more senior employee can displace.

Therefore, the Locations in which the most junior employees in a classification are employed are the Locations which are available to more senior employees who may wish to exercise displacement rights out of one Location and into another in the Province. Where there are junior employees in Locations who may be displaced, senior employees will be given Location preference to the extent possible. However, the Company will assign an employee to an available position to a location in the Province where the employee's preference is not accommodated (i.e., he/she can be forced to accept a particular Location).

11.11 Displacements

- (a) Subject only to the provisions of paragraph 11.11.1 (2), an employee can only displace another employee of less seniority in classifications within his/her occupational group list.

Regular-Seasonal and Temporary positions and Agency employees are also displacement opportunities for regular employees in the absence of any regular positions.

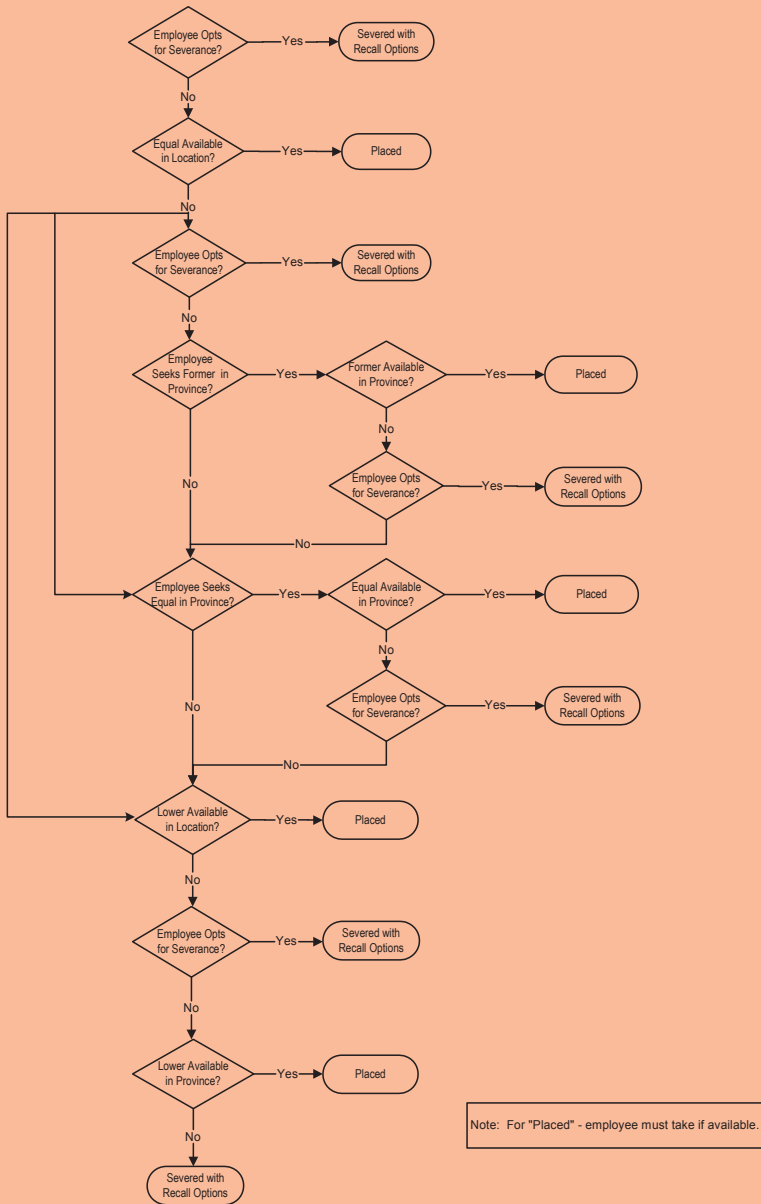
- (b) A regular full time employee may elect, in advance on the Option/Election Form, to decline all available regular part time positions. A regular part time employee may elect in advance, on the Option/Election Form to decline all available full time regular positions. The employee must indicate his/her choice on the election option form failing which the employee will be deemed to have chosen to displace into both regular full time or regular part time positions.

Each employee must indicate his/her status (i.e., regular full-time or regular part-time) on the Option/Election Form. The employee's designation must be accurate. The employer will confirm the designation.

- (c) When an occupational group has more than one classification at the same level, the least senior employee shall be the most junior among all of the classifications at that level.
- (d) A vacancy within an employee's OGL is deemed to be the junior equal (see process in 11.11.1 below) or lower, (see process in 11.11.2 below) in all applications of the displacement process.
- (e) Displacements shall be on a senior choice, junior force basis.
- (f) Apprentices or Trainees are granted displacement rights into the classifications listed in the OGL of his/her terminal rated classification. An Apprentice or Trainee can displace a junior employee within his/her OGL including a Journeyman. If an Apprentice or Trainee displaces a Journeyman in an equal classification, the apprentice or Trainee will continue in the apprenticeship program and will be paid as per their progression schedule.
- (g) Seniority rights outside the Location are only exercisable in the Province by employees with seniority of two (2) years or more.

Article 11 Displacement Flowchart

(This chart shall be read in conjunction with the text of the Collective Agreement).



Note: For "Placed" - employee must take if available.

11.11.1 Equal Stream

1. At the location an employee must displace the least senior employee in an equal classification. Refusal to accept results in termination of employment. If no position is available, then;
2. Where an employee has so elected on the Option/Election Form, he/she must displace the most junior employee with less seniority in the Province in the employee's former classification provided the employee was in the classification within five years of the date the notice of termination/layoff was issued pursuant to 11.5. Failure to accept results in termination of employment. If no position is available, then;
3. The employee will move to the "Lower Stream", or, if eligible, the surplus employee who has elected to displace in an equal classification in the Province must displace the most junior employee with less seniority in the Province. Refusal to accept results in termination of employment. If no position is available, then;
4. The employee will move to the "Lower Stream".

11.11.2 Lower Stream

1. An employee who has elected to displace in the Lower Stream must displace the least senior employee in an equal classification in the Location. Refusal to accept results in termination of employment. If no position is available, then;
2. An employee who has elected to displace into a lower classification and an employee not placed in the Equal Stream must displace the most junior employee with less seniority in next lower classification in his/her Location. If no position is available, then the employee will go to lower classifications in descending order in his/her Location until placed. Refusal to accept results in termination of employment. If no position is available, then;
3. An employee who has elected to displace into a lower classification must displace the most junior employee with less seniority in next lower classification in the Province. If no position available then the employee will go to lower classifications in the Province in descending order until placed. Refusal to accept results in termination of employment. If no position is available, then;
4. The employee is laid-off with recall rights.

11.11.3 Senior Choice/Junior Force (Within Location)

After the Company announces the results of the application of Article 11, employees displacing into another location will be identified and worksite/centre preference will be determined by seniority on a senior choice/junior force basis.

Employees displacing into a location will be given worksite/centre preference within the location to the extent possible on a seniority basis. Where there is more than one (1) employee displacing into a classification in a location, the principle of senior choice junior force will be applied to displace the most junior employees in the classification in the worksites/centres. In the absence of senior volunteers, the most junior employee in the classification will be transferred to the position.

11.12 Displacement and Recall Rights

The following sets out in full, the displacement, recall and severance rights, if any, for Probationary and Regular-Seasonal.

11.12.1 Probationary Employees

1. A probationary employee will displace the junior employee of lesser seniority in the next lower classifications in their OGL in descending order within his/her worksite/centre.
2. If 1. is not available, a probationary employee can displace a temporary employee in an equal or lower classification in his/her occupational group within his/her worksite/centre.
3. If 2. is not available, a probationary employee can displace an agency employee in an equal or lower classification in his/her occupational group within his/her line of business in head office or within his/her worksite/centre outside of head office.
4. If 3. is not possible, employment is terminated.
5. Probationary employees shall not be entitled to recall rights or severance pay.

11.12.2 Regular Seasonal

1. A Regular Seasonal employee can displace a temporary employee in an equal or lower classification in his/her occupational group within his/her worksite/centre.
2. If 1. above is not available, a regular seasonal employee can displace an agency employee in an equal or lower classification in his/her occupational group within his/her worksite/centre.
3. If 2. above is not available, employment is terminated.

4. Regular seasonal employees shall be entitled to recall to temporary positions for a period of three years from the date of last termination.
5. A regular seasonal employee shall be entitled to recall to their Location, provided they have at least 24 months accumulated service.
6. To be recalled the employee must have filed a written request with the Company prior to March 1 of each year.
7. A person who is recalled by the Company shall be personally contacted when possible. Failing this contact a recall notice shall be forwarded by registered mail addressed to the last known address that he/she has recorded with his/her human resources manager. They shall be obliged to advise his/her supervisor of his/her intention to return to work within three working days and shall be available for work within five working days after receipt of recall notice.
 - (a) Except in case of sickness, failure to be available for work within five days of issuance of the recall notice shall make him/her ineligible for any further recall.
 - (b) It shall be the person's sole responsibility to inform the Union and the personnel manager in writing of any change of address. The Union will be notified in writing when persons are recalled to vacancies.
8. The Company shall notify the employee in writing at time of termination of the recall procedure. If the employee is not considered suitable for recall they shall be notified in writing and a copy of this letter shall be given to the employee's Chief Steward. Upon request the Company will provide the employee with the reasons why they are not considered suitable for recall.
9. The Company may hire a temporary employee for a period not exceeding one month without using this recall procedure.
10. Summer students both secondary and post secondary levels have no rights to this recall procedure.
11. A Recall List from each work Location for regular-seasonal employees shall be provided to the Chief Steward concerned.
12. Regular seasonal employees shall not be entitled to severance pay except in the case of permanent layoff. When permanently laid off severance pay will be calculated on actual time worked.

11.13 Permanent Location Closings

There will be no permanent displacements or moves into a worksite/centre which has been identified as a worksite/centre to be closed permanently during the 18 month period following notice of layoff/termination.

11.14 Severance Pay

Except as set out in 11.14.1, employees eligible for severance under Article 11 will receive the following:

- (a) An employee receiving severance pay waives any other rights under Article 11.
- (b) An employee may direct all or a portion of his/her payment into an RRSP up to the amount permitted by law. The employee shall provide the Company with the TD2 Form directing the payment into his/her RRSP.
- (c) An employee entitled to severance pay under 11.14 may elect to take a lump sum severance payment, or severance may be divided into two (2) equal instalments, the first on the date of termination and the second on or about January 15 of the following year, subject to statutory deductions, as follows:
 - (i) 4 weeks' base pay per year of service up to a maximum of 104 weeks' base pay (payments for incomplete years of service will be pro-rated).
- (d) For purposes of clarification at any time during the three (3) year recall period, a laid off employee may opt for his/her full severance entitlement, once this election is made all recall rights will cease.
- (e) For regular part-time employees severance payments shall be pro-rated.

11.14.1 Reduced Severance Pay on Refusing a Position

- 1. An employee who refuses to accept a position under Article 11.11.1 or 11.11.2 (except in 2. below) will be terminated and is disqualified from receiving severance pay under Article 11.14 and shall have no recall rights under Article 11.17. Such employees may elect to take a lump sum severance payment, or severance may be divided into two (2) equal instalments, the first on the date of termination and the second on or about January 15 of the following year, subject to statutory deductions as follows:
 - (i) two weeks' base pay per year of service up to a maximum of 52 weeks' base pay (payments for incomplete years of service will be pro-rated).
- 2. In cases where an employee refuses to accept a position where the new classification provides either a reduction of base wages of two (2) or more salary grades for job evaluated positions or in excess of 10% for others, the employee will receive severance pay pursuant to 11.14.

3. An employee may direct all or a portion of his/her payment into an RRSP up to the amount permitted by law. The employee shall provide the Company with the TD2 Form directing the payment into his/her RRSP.
4. For regular part time employees severance payments shall be pro-rated.

11.14.2 Benefit Continuance/Tuition/Outplacement Services

A surplus employee who takes severance pay and terminates his/her employment is entitled to:

- i) coverage under the Company's Health and Dental Plan for a period of six (6) months from the date of termination of employment or until the commencement of alternate employment whichever occurs first;
- ii) reimbursement for tuition fees and other associated expenses up to a maximum of \$5000.00 upon production of receipts from an approved educational program within 12 months of his/her termination;
- iii) outplacement services; the Company will determine the level of service and the service provider.

11.15 Failure to Report to Assigned Positions

In the event that an employee declines an assigned position and is terminated, or does not displace into a job occupied by another employee, or terminates after displacing another employee, the Company may reverse the displacement and leave the employee who would have been displaced in his/her job or return the displaced employee to his/her job. In all instances as described above the terminating employee will be entitled to severance pay in accordance with the appropriate sections of this Article.

Any vacancy which results from such a reversal will be filled by moving the previous incumbent back to his/her job. In other words, the chain of bumps (i.e., the displacement thread) caused by the initial reversal will be reversed except in circumstances set out below.

Where an employee has relied to his/her detriment on the announced relocation, and would be prejudiced by revocation of the displacement, the employee will not revert to his/her original position. Where the Company would be prejudiced, the employee will not revert to his/her original position even if the employee does not object.

The declining of an assignment will not require the Company to re-do the Article 11 process.

11.16 Selection to Vacancies

Between the end of the 7 day cash out window and freeze date and after the end of the freeze period all positions which remain unfilled and any new vacancies which arise

shall be posted under Article 10. During the period after the end of the 7 day cash out window and before freeze date and after freeze date but before announcement of results, priority consideration for vacancies which represent a lateral or demotion will be given to surplus employees and to those employees who are in an equal classification (to the over-complement employee) in the location. After announcement of results and before layoff occurs applications from employees who are to be laid off shall be given fair and objective consideration for vacancies. Employees who, prior to being laid off, applied for vacancies continue to be entitled to fair and objective consideration for those vacancies after lay-off. If selected to a vacancy posted prior to the date of layoff, the employee is eligible for moving expenses under Article 11. Among successful applicants seniority shall govern selection where all other factors are relatively equal.

11.16.1 Jurisdiction

No person outside the Union's jurisdiction will be selected to a vacancy commencing with the issuance of the notice of termination/layoff pursuant to 11.5 until:

- (i) All qualified PWU members are selected, including persons on the recall list, and,
- (ii) All PWU applicants entitled to fair and objective consideration are selected pursuant to 11.16.

11.16.2 Selection Priority

The following applies for equal and lower-rated vacancies.

Each category will be considered independently and in the order indicated:

- (i) Surplus employees and those employees in an equal classification to the surplus employee at the location where the surplus exists.
- (ii) As per Article 10.

11.17 Recall

1. Laid off employees who do not receive severance payments shall have recall rights.
2. Employees who are laid off will be entitled to recall to classifications in their OGL for a period of three (3) years from the date of his/her layoff. Recall lists will be maintained province wide.

If a person is recalled within one year of the date he/she was laid off, entitlement to vacation credit, seniority, and sick leave credits shall be the same entitlement as on the day of termination less any vacation allowance received at termination.

If a person is recalled during the second or third year after layoff, he/she shall be treated as a new employee for all purposes. Service credit will be restored in accordance with Part A, Item 5.3.

Reinstatement in the pension plan shall be in accordance with the pension regulations.

3. A person who is recalled shall be personally contacted by the Company where possible. Failing this contact, a recall notice shall be forwarded by registered mail addressed to the last known address that he/she has recorded with his/her Human Resources Manager. They shall be obliged to advise his/her supervisor of the intention to return to work within five (5) working days and shall be available for work within ten (10) working days after receipt of the recall notice.

NOTE

- (i) It shall be the employee's sole responsibility to inform the Union and the Human Resources Manager in writing of any change of address. The Union will be notified in writing when employees are recalled to vacancies.
 - (ii) Except in the case of sickness, failure to be available for work within ten (10) days after the receipt of recall notice shall make him/her ineligible for any further recall.
4. Except as noted later in this paragraph, if an employee refuses recall to a regular full time equal position or lower position at the location level he/she will be removed from the recall list and be entitled to reduced severance pay in accordance with 11.14.1. In cases where an employee refuses to accept recall to a position where the new classification provides either a reduction of base wages of two (2) or more salary grades for job evaluated positions or in excess of 10% for others, the employee will remain on the recall list. Refusal to accept recall to any position outside the Location will not result in loss of recall rights.
 5. At any time during the three (3) year recall period, a laid off employee may opt for his/her full severance pay entitlement. Once this election is made all recall rights will cease.
 6. If at the end of the three (3) year recall period an employee has not been recalled or has not elected to receive severance pay, he/she will automatically receive the full severance pay entitlement.
 7. An employee who is laid off and does not elect to accept severance payment shall be entitled to receive:

- i) coverage under the Company's Health and Dental Plan for a period of six (6) months from the date of commencement of layoff or until the commencement of alternate employment whichever occurs first; and
 - ii) reimbursement for tuition fees and other associated expenses up to a maximum of \$5000.00 upon production of receipts from an approved educational programme within 12 months of his/her layoff; and
 - iii) outplacement services; the Company will determine the level of service and the service provider.
8. Persons on the recall list will be recalled for vacancies contained in their OGL's which are posted as per Article 10 and 11.16 prior to the selection of candidates to whom they are senior.
9. People on recall will have the first priority on a seniority basis for temporary positions in their OGL arising at their location which were not filled by any displacements. Where such a temporary position also represents a recall opportunity for a regular seasonal, the position will be offered on seniority.

11.18 Limitations to Turnover

- (a) A maximum of 51 percent (51%) of employees in a classification in a worksite/centre may be displaced during one single application of Article 11. Where there is only one employee in the classification in the site/centre he/she may be displaced.

Subject to operating exigencies for the purposes of this item, all classifications of controller/dispatcher/trainees at a worksite/ workcentre will be deemed to be in equal classification.

- (b) The limitation to turnover (51%) will apply to all personnel within a classification within a worksite/centre regardless of assignment to day work or shift work.
- (c) Where employees displace to vacant positions such vacancies will not be counted as part of the percentages applied to limitation to turnover.

11.19 Wage Maintenance

When an employee displaces another employee and is reclassified to a lower-rated position, or when an employee is selected to a lower rated vacancy pursuant to 11.16 they will receive wage maintenance. His/her wage rate will be adjusted downward in accordance with the following:

- (i) Employees with two or more years' service will have their rate frozen for a period of three months at which time a two percent (2%) reduction in rate will

take place. Subsequent reductions of two percent will take place annually thereafter until the maximum rate for the lower rated job is reached.

- (ii) Employees with less than two years' service will have their rate frozen for a period of three months, after which time their rate will be adjusted to the maximum rate for the new job.

11.20 Moving Expenses

Notwithstanding Part A, Item 23 the Company will not be required to pay the moving expenses of an employee householder who displaces another employee or is selected to a vacancy and as a result has a different regular work headquarters which is within reasonable commuting distance from his/her residence. Where an employee is entitled to receive moving expenses, the amount of expenses will be in accordance with Part A, Item 23. Such moves will be treated as Company-initiated moves.

Except as is provided for in 11.16, the Company will not be required to pay moving costs of an employee who is recalled from layoff.

ARTICLE 12 PURCHASED SERVICES AGREEMENT

12.0 Scope

This Article has been developed jointly in a spirit of co-operation and trust. It is intended to provide a joint approach to making good business decisions which involve the use of purchased services. Its application calls for these decisions to be made in the same spirit of co-operation and trust.

What follows is based upon the belief that there is a value and benefit to the employee, the co-operation and the customer if:

- There is a greater involvement by employees in the decision-making process.
- There is an improved understanding as to why purchased services are used.
- Employment security is enhanced by a productive, healthy, and cost effective organization.
- Union and Management work together and act responsibly, balancing the interests of the customer, the Company and the employee in decisions relating to the use of purchased services.

This is a way of deciding how work gets done. It is not intended to hinder getting work done.

12.1 Assignment Of Work

12.1.1 Philosophy

It is the Company's intent to use regular staff to perform most of its work of a continuing nature. Furthermore, the Company will strive to provide regular staff with stability of employment.

The parties agree that a consistent, managed and joint approach to the assignment of work within the Company is necessary to provide security for employees, a more effective, productive organization and an excellent product for the customer.

12.1.2 Principles

The following principles apply to the relationship between the Company and the Union and the work performed by Union members.

- (a) We will within the Company have all work conducted as effectively as possible.
- (b) We will measure the effectiveness of all work by its impact on staff, on the business and by its ultimate impact on our customers.
- (c) We will do most work of a continuing nature with Company employees.
- (d) We will determine when work is to be done by non-PWU members through a joint decision making process and the results of these decisions will be a joint responsibility.
- (e) We will ensure that the impact of these decisions on continuous employment is minimized.
- (f) We will use a team and consensus approach when making decisions and any issues arising will be resolved internally where possible.
- (g) We will consult and make timely decisions consistent with the need to get work done.
- (h) We will develop, implement and continue a joint process of communications and education.
- (i) We will achieve consistency through the use of these principles versus policy and procedure.

12.2 Decision Process (See Mid-Term Agreement MT-50-2 also)

12.2.1 Responsibility for Decisions

The persons who are responsible for applying the decision process are the Company representative with the appropriate decision authority and the Union representative

designated by the Sector Vice President. It is recognized that a given decision may require the involvement of more than these two persons.

Subject to 12.2.6 and 12.3.2(c) below, decisions to use purchased services will be made on a consensus basis. Both parties must consider all relevant criteria with the mutual goal of selecting the most effective option.

The decision makers are responsible for making timely decisions and for the decision itself.

12.2.2 Opportunity

The parties recognize that work may be done more effectively internally or externally. Opportunities for the application of this Article to new or existing work can be initiated by Management and/or the Union. It is intended that joint discussion should commence as soon as possible and before detailed definition of the need to have new or existing work done by purchased services.

12.2.3 Definition of Need

The parties will consider what work must be done and why and include such dimensions as when it must commence and the duration of the work; the quantity of resources required; the quality of the results; the skills required and their availability internally and externally; and safety requirements.

12.2.4 Alternatives

The parties will consider such alternatives as, do the work internally; do part of the work internally and part externally; do the work externally and agree to acquire capability to do the work internally in future; or do the work externally.

12.2.5 Evaluation

The parties will evaluate the alternatives considering the impact on the customer, employees and the business. Such criteria as reliability of service to the customer, customer responsiveness, community impact, Company relations impact, job continuity, ability to perform work, degree of overtime required for the work, availability of resources, cost, timeliness, quality, need for control over results, safety and impact on environment will be assessed.

The total effectiveness of the alternatives will be evaluated considering both the short and long-term impacts. In given situations, certain criteria may be given a greater or lesser degree of importance.

12.2.6 Establishment of Thresholds

The establishment of the threshold is designed to remove from the process on a case by case basis certain issues relating to purchased services. The threshold will operate in such a way as to allow flexibility in local decision making. Any decisions regarding what is below the threshold will be non-precedent setting.

If there is a dispute with the union on whether the proposed purchased service is permitted by the threshold and there is no consensus, and if it makes sense in the circumstances the dispute will be resolved before the purchased service occurs. Lack of agreement on obtaining an advance resolution will not preclude the work from being performed, neither will it preclude the matter from being resolved under the 12.2.7 process.

The guidelines to determine whether a purchased service is below the threshold are as follows:

- subject matter lacking in substance; or
- any consequences are relatively insignificant; or
- where the nature or consequences of the work which represents a purchased service is remote from work currently performed by the PWU on a continuing basis. For purposes of clarity, this does not mean geographically remote; or emergencies; or
- any work performed under a manufacturer's warranty, except where the manufacturer authorized the Company to do the work.

Except in the case of an emergency, failure by the Company to supply the Union with the following information by fax or as otherwise agreed will result in the work in question being deemed to be above threshold. (In the case of emergency such decisions to use purchased services will be subject to the same information requirements, review and dispute resolution as non-emergency cases).

The Company will notify the Union of the:

- Value of Work as reflected in Tender/Contract/Bid or Estimate Documents
- Scope of the Work
- Location of Work
- Estimated Date of Commencement and Duration of the Work

Except in the case of emergency, after receipt of the above information regarding the work the union shall have three (3) working days to request an opportunity to discuss the proposed purchased service, failing which the proposed purchased service will be deemed to be below threshold.

The parties will make themselves available for discussion within three (3) working days of the request for a discussion.

Upon request, once the work has been performed the Company will provide the Union with the details of the final contract costs.

- (a) Threshold grievances will be completed by the Chief Steward responsible for the PSA and presented to the line Management person responsible for the work in question.

- (b) Line Management must respond in writing to the grievance citing its position within 48 hours (as is required with all other grievances). Both parties should endeavour locally to complete a Record of Discussion form or an agreed statement of fact sheet.
- (c) The PWU office will assign a grievance number. Copies of the completed grievance and associated fact sheets or Records of Discussion forms should be sent to the PWU office and Labour Relations – Corporate Human Resources.
- (d) Grievances will be referred to Arbitration and scheduled through joint agreement between Labour Relations – Corporate Human Resources and the PWU office.
- (e) If it makes sense to do so, local discussions may take place with a view to resolving the threshold grievance up to the arbitration date.

12.2.7 Dispute Resolution Process

- (a) Mr. Teplitsky shall be appointed as Facilitator to assist the parties to resolve all issues of application and interpretation of this Article with the power and authority of an arbitrator under the *Ontario Labour Relations Act* but not subject to the Arbitrators' Act.
- (b) Any dispute between the parties relating to whether this Article applies to any decision to use purchased services or if a purchased service falls within the categories set out in 12.2.6 will be determined in an expedited manner by the facilitator whose decision shall be final and binding.
- (c) The Union will not be prejudiced in any subsequent case by a particular purchase of services. Similarly, the Company will not be prejudiced by any decision not to purchase services. This applies to all cases including threshold cases.

12.3 Joint Resolution Committee

12.3.1 Purpose

The purpose of this Joint Committee is to resolve disagreements, on a consensus basis in a timely and expeditious manner, as to whether proposed purchased services which are above threshold above may proceed. In its deliberations, the committee will consider the factors in items 12.0, 12.1 and 12.2.

Prior to a meeting of the Joint Committee, the Company will provide the Union with the following information related to the proposed PSA:

- copies of the Tender or Request for Proposal documents, if there are any;
- an accurate description of the work which is the subject of the proposed PSA;

- accurate details on bids e.g., price, scope of the work as set forth in the bid;
- a full cost benefit analysis including incremental costs but excluding overhead costs which would be incurred.

12.3.2 Membership

The membership of the Joint Committee shall be as follows:

- (a) The facilitator Mr. Teplitsky who shall act as Chairperson;
- (b) One Management and one union representative plus additional resources as required.
- (c) In the event of the parties not being able to reach a consensus decision the facilitator will have the power to make decisions. Mr. Teplitsky will have the authority to make such orders as he deems appropriate to give full affect to his decision(s) and to deal with any consequences his decision(s) might have in the workplace.
- (d) Where either party wishes to proceed with a Purchased Services discussion which is above threshold, the parties will endeavour to complete discussion within 10 days of notice to the union in the prescribed form and that full resolution, including review by the JRC, will occur within 30 days of notification.

12.4 Application of This Article

12.4.1 The parties will jointly develop and maintain an operating plan consistent with the provisions of this Article. Such plans will be approved by the appropriate Company official and the Power Workers' Union Vice President. Failure to jointly develop an operating plan will not adversely affect either party's rights under the provisions of this Article.

These operational plans will include:

- An approach for the development and delivery of joint training of decision makers
- An identification of the type of contracts that are not subject to an in-depth review.
- A guideline for a time table on how often contracts of a recurring nature must be reviewed under this Article.
- A process for joint review of potential contracts which involve work normally performed by PWU represented employees and other stakeholders.
- A process and a time frame for decision making.
- An internal process for dispute resolution.

12.4.2 Management and Union representatives may choose to jointly review the application of their operating plan and determine the need for changes at any time over the life of this agreement.

12.4.3 Until March 31, 2015, Article 13, Article 14, Mid-Term Agreement MT-12 Contracting Out, MT-21, MT-21 Appendix A, and Mid-Term Agreement MT-14 Future Agency Employees are suspended. Item 12.1 of this Article will apply to decisions regarding the use of agency employees.

ARTICLE 12 – APPENDIX A

The provisions in this Appendix and Article 12.3.2 (c) are to be applied to those situations where employees are given surplus status as a result of a joint or arbitrated decision to use purchased services to do the work normally performed by the affected employees. The definitions contained in Articles 10 and 11 will also apply to this Appendix.

1.0 Joint Employment Security Committee

The function of the Joint Employment Security Committee is to resolve disputes regarding the appropriate application of this Appendix.

The committee will consist of six regular members, three representing the Union and three representing the Company. Two additional members from each party may be added from a work unit affected by the surplus situation under consideration. Meetings may be called by either party.

In all disputes referred to the committee for settlement, the committee's decision will be final and binding on both parties.

In the event that the Joint Employment Security Committee is unable to resolve a dispute, it will be referred to Mr. Teplitsky. The intention of both parties is to have a speedy resolution of the dispute. Verbal decisions which will be confirmed by a written decision will be acceptable and all decisions are final and binding on both parties.

2.0 Employment Security

The provisions of this Appendix will apply to a regular employee with two (2) or more years' seniority who becomes surplus from his/her position as a result of contracting out the work normally performed by that employee. The effect of decisions to use purchased services on PWU members will be minimized by accommodating required staff reductions wherever possible by attrition, transfer to other jobs or retraining. Redeployment/career counselling will be made available to affected staff when they are notified of their surplus status. Training and career options will be discussed and incorporated into the redeployment plan. Reasonable training and educational leave will be applied as appropriate. The provisions of this Article will not apply to

regular-seasonal employees. The definitions contained in Articles 10 and 11 will also apply to this Appendix.

For the purposes of determining if the employee has sufficient seniority to qualify for this Appendix, his/her seniority will be counted up to the surplus date.

2.1 Surplus Identification

When a decision to contract out results in a surplus in a classification in any work site the least senior employee in that classification in the work site shall be identified as surplus. Such employees will be able to apply for vacancies as per Article 10.

2.1.2 If an employee with five (5) or more years seniority has not been selected to a vacancy within one (1) year after the surplus date, or an employee with two (2) years but less than five (5) years' seniority has not been selected to a vacancy within sixteen (16) weeks after the surplus date, he/she will be given displacement rights as contained in Article 11 and all other terms and conditions of Article 11 will apply. At this time all other provisions of Appendix A will cease to apply.

2.1.3 The one (1) year period for employees with five or more years' seniority and the sixteen week period for employees with two or more but less than five years' seniority is designed to allow employees not selected to vacancies to avail themselves of the retraining and reskilling opportunities outlined in 2.0 prior to any displacement as per Article 11.

2.2 Wage and Salary Treatment

2.2.1 Seniority – Five Years or More

The employee's grade and progression step shall be maintained and negotiated increases shall apply for one (1) year from the surplus date regardless of placement. If the employee accepts a vacancy in a lower-rated classification his/her dollar rate shall be frozen at the end of the one (1) year until the rate for the classification equals the employee's dollar rate, at which time the normal wage and salary treatment shall apply.

2.2.2 Seniority – Two Years – Less than Five Years

The employee's grade and progression step shall be maintained and negotiated increases shall apply for sixteen (16) weeks from the surplus date regardless of placement. If the employee accepts a vacancy in a lower-rated classification his/her dollar rate shall be frozen at the end of sixteen (16) weeks for a period of three (3) months at which time a four percent (4%) reduction in rate will take place. Subsequent reductions of four percent (4%) will take place annually thereafter until the maximum rate for the lower-rated job is reached.

2.3 General Conditions

2.3.1 Notwithstanding the provisions of this Article an employee who is within five years of normal retirement or within five years of eligibility for undiscounted pension when faced with displacement or layoff, with joint agreement may be given special consideration for work site protection/preference.

Notwithstanding the provisions of this Article, the parties may make special arrangements for employees who are disabled to the extent that alternative employment would be difficult to find.

2.4 Moving Expenses

Prior to Article 11 applying, an employee who is identified as surplus as per this Appendix and is required to relocate his/her residence shall receive moving expenses in accordance with the provisions of Part A, Item 23. Such moves will be treated as Company-initiated moves.

ARTICLE 13 EMPLOYMENT SECURITY PLAN⁷

Table of Contents

- 13.0 – Purchased Services
- 13.1 – Employment Security
- 13.2 – Joint Employment Security Committee
- 13.3 – Application
- 13.4 – Selection
- 13.5 – Wage and Salary Treatment
- 13.6 – Displacements
- 13.7 – General Conditions

13.0 Purchased Services

During the term of this Collective Agreement, no regular employee will be declared surplus in his/her position as a result of the use of purchased services to perform the work normally performed by that employee.

13.1 Employment Security

Numerous factors may affect the nature and methods of accomplishing work. Changes in work patterns cannot be prevented but the effect of such changes on regular

⁷ This Article is suspended for the term of this agreement.

employees should be minimized as much as possible. The effect of such changes on PWU members will be minimized by accommodating required staff reductions wherever possible by attrition, transfer to other jobs or retraining rather than layoff.

The provisions of this Article will apply to a regular employee with five or more years' seniority who becomes surplus from his/her position as a result of contracting out the work normally performed by that employee. The provisions of this Article will not apply to regular-seasonal employees.

Employees who become surplus for reasons other than contracting out will be entitled to Article 11 as applicable.

The definitions contained in Articles 10 and 11 will also apply to this Article.

For the purpose of determining if the employee has sufficient seniority to qualify for Article 13, his/her seniority will be counted up to the surplus date.

13.2 Joint Employment Security Committee

The function of the Joint Employment Security Committee is to resolve disputes regarding the appropriate application of Article 13 versus Article 11.

The committee will consist of six regular members, three representing the Union and three representing the Company. Two additional members from each party may be added from a work unit affected by the surplus situation under consideration. Meetings may be called by either party.

In all disputes referred to the committee for settlement, the committee's decision will be final and binding on both parties.

In the event that the Joint Employment Security Committee is unable to resolve a dispute, it will be referred to an expedited arbitration process. The intention of both parties is to have a speedy resolution of the dispute. A list of arbitrators will be agreed upon who are prepared to meet on short notice (within seven days) and to render a decision within 14 days. Verbal decisions will be acceptable and all decisions are final and binding on both parties.

13.3 Application

When a surplus is identified in a classification in any location, the least senior employee in the surplus classification in the location shall be declared surplus.

Employees will be notified, in writing, a minimum of three months in advance of their surplus date. A copy of the notice shall be sent to the PWU office and the Divisional Chairperson.

13.4 Selection

The following selection criteria apply to vacancies and placement opportunities in equal- and lower-rated classifications:

1. For non-supervisory vacancies, the senior qualified surplus regular employee applicant will be selected.
2. Placement opportunities will be filled from among the qualified surplus applicants so long as there are qualified surplus applicants. For selection to a placement opportunity in an equal classification (if the equal classifications have been determined at the time the application is made), the senior qualified surplus regular employee applicant will be selected.
3. Selections to supervisory positions will continue to be governed by Article 10.1.3A except when the vacancy is in the same classification as the surplus employee in which case the senior surplus applicant shall be selected.
4. If a surplus applicant is selected to a vacancy he/she must render his/her decision within three working days of the offer being made. Failure to do so will be considered a rejection of the offer and will not affect his/her further treatment under this Article.

When there are no qualified surplus applicants, Management will assess the capability of the surplus applicants to become qualified in a reasonable period of time. Management will select from among those assessed to be qualifiable in a reasonable period of time.

Employees covered by this plan will be given surplus priority consideration from the date of notification until eleven months after the surplus date. The selection priority will be the same as detailed in Article 11.4.3 which are repeated here for ease of application.

The following applies for equal and lower rated vacancies.

Each category will be considered independently and in the order indicated.

1. Surplus employees represented by the PWU and surplus managerial services employees⁸.
2. Employees who were required to displace someone in a lower classification as a result of being surplus and who were previously in the classification that is now vacant.

8 Managerial services employees in this context means employees paid from salary schedule 16 with the following exceptions: security guards, fire and safety inspectors, first aid attendants, and project medical attendants.

3. Persons on the recall list whose occupational group contains the vacant classification.
4. As per Article 10.

13.5 Wage and Salary Treatment

The employee's grade and progression step shall be maintained and negotiated increases shall apply for one year from the surplus date or until the date the employee accepts a vacancy whichever comes first.

If the employee accepts a vacancy in a lower-rated classification, his/her dollar rate shall be frozen until the rate for the classification equals the employee's dollar rate, at which time the normal wage and salary treatment shall apply.

13.6 Displacement

If the employee has not been selected to a vacancy within one year after the surplus date he/she will be given displacement opportunities available in Article 11 and all other terms and conditions of Article 11 will apply, except for Article 11.4.

All other provisions of Article 13 will cease to apply.

NOTE

Employees of the construction field forces will not be entitled to the displacement opportunities of Article 11.

13.7 General Conditions

An employee who is within five years of normal retirement or within five years of eligibility for undiscounted pension or an employee who is disabled to the extent that alternate employment will be difficult to obtain, may by agreement between the Company and the Union, be given special consideration when faced with displacement.

One year's additional seniority shall be allowed stewards and chief stewards for the determination of which employees are surplus within the electoral unit of the chief steward.

An employee who is assigned temporary duties or who accepts a vacancy will assume the working conditions of the position.

A surplus employee who is required to relocate his residence, shall receive moving expenses in accordance with the provisions of Part 'A', Section 23.0. Such moves will be treated as the Company initiated moves.

ARTICLE 14
EMPLOYMENT SECURITY AND WORK ASSIGNMENT⁹

- 14.0** It is the Company's intent to use regular staff to perform most of its work of a continuing nature. Furthermore, the Company will strive to provide regular staff with stability of employment.

The Working Paper on Staffing and Employment dated March 15, 1985 states Management's intentions with regard to continuity of employment for regular staff and proportions of work expected to be undertaken by regular staff. For at least the term of this Collective Agreement, the Company will not reduce the stated proportions of work to be done by regular staff.

At the end of each six-month period commencing January 1987, the Company will prepare a statement showing the proportions of work done by regular staff and make this information available to the PWU.

It is understood that the Working Paper on Staffing and Employment, as distinct from the terms of the above provisions, does not form part of the Collective Agreement and is not subject to the grievance and arbitration process.

14.1 Work Assignment

1. It is understood that the assignment of work to purchased services does not convey a right to such work in the future, nor does it create any precedent with respect to future assignment of such work to purchased service employees by the employer.
2. It is agreed between the parties that no more than 450 of the Company tradespersons will be assigned by the Company at any one time under the EPSCA Maintenance Assist agreement to perform work for the Company. The Company agrees to inform the Union of the number of Company tradespersons assigned under the EPSCA Maintenance Assist agreement on a monthly basis.

ARTICLE 15
SUCCESSOR RIGHTS

1. ***Upon a sale as defined in Article 17.1, the Company agrees to engage in discussions with the PWU regarding any movement or transfer of staff from the Company to the Transferee prior to any transfer taking place.***

⁹ This Article is suspended for the term of this agreement.

2. The Employer agrees that it will not directly or indirectly request government to exempt the Company or the Union from the successor rights provisions of the applicable labour relations legislation.

The successor rights provisions of the applicable labour relations statute shall be incorporated by reference into this Collective Agreement. No Board of Arbitration established pursuant to the grievance and arbitration provisions of this contract has jurisdiction to make any decision within the jurisdiction of the Labour Relations Board and nothing herein is intended to affect the jurisdiction of the Labour Board to resolve disputes related to the application of the provisions of the statute. For purposes of s.48 of the *Ontario Labour Relations Act* and s.57 of the *Canada Labour Code*, the Ontario Labour Relations Board or the Canada Labour Relations Board shall be deemed to be a Board of Arbitration for the resolution of disputes related to the interpretation, application, administration or alleged violation of this provision of the Collective Agreement. The remedial powers of the Labour Board shall be as set out in the relevant statutory provisions governing successor rights.

ARTICLE 16 DURATION OF THE AGREEMENT

This agreement shall come into effect as of the 1st day of April **2015**, and shall remain in effect until the 31st day of March **2018**, and thereafter from year to year unless terminated by written notice given by one of the parties to the other within a period of not more than two months, but not less than one month prior to the anniversary date.

In the event that either party desires to amend the Agreement but not to terminate the same, either party may, by notice in writing not more than 90 days and not less than 30 days before the anniversary date, serve notice of the proposed amendments and both parties shall thereupon commence to negotiate in good faith with a view to arriving at an agreement on the proposed amendments and all provisions of the Agreement, other than those proposed to be amended, shall continue in full force and effect.

ARTICLE 17 TRANSFER OF EMPLOYEES ON CHANGE OF EMPLOYER

1. In this Article, transfer shall mean any sale, lease, transfer or any other transaction between Hydro One and the new employer, by virtue of which the control over any part of Hydro One's business or assets becomes held by the new employer and Hydro One employees become employees of the new employer.

Hydro One recognizes the importance of, securing for employees, opportunity for continuing employment with the new employer and will make all reasonable efforts to secure such opportunity for employees with the new employer.

2. Hydro One will provide the Power Workers' Union (PWU) with a listing of the positions and number to be transferred to the new employer 60 days prior to the new employer commencing operations (the "Affected Employees"). This listing will specifically identify any employees to be transferred who have previously transferred from an acquired municipal electric utility (MEU) to Hydro One and who have been provided with a period of employment protection, that is still active, as a result of such transfer. At the same time employees who are eligible to retire on or before the transfer date will be notified of their proposed transfer.

Prior to the new employer commencing operations as a result of the Agreement referred to in paragraph 1 herein, Hydro One will advise the Affected Employees of their transfer to the new employer. Any Affected Employees seeking to remain at Hydro One instead of transferring to the new employer shall be dealt with under paragraph 6 herein. Such Affected Employees must notify in writing the PWU and Hydro One within seven days of their notification of impending transfer.

3. Effective on the date Hydro One officially provides the PWU with the listing and number of affected positions referred to in 2 above:
 - (a) Subject to paragraph 3(b) herein, an employee who successfully applies for a vacancy in the affected business shall thereafter exercise seniority rights within the affected business and will have no seniority rights enforceable outside the affected business notwithstanding any other provision of the Collective Agreement.
 - (b) Subject to paragraph 2 herein, employees in the affected business may apply for vacancies outside the affected business in accordance with the applicable provisions of the Collective Agreement up to 30 days prior to the scheduled date for closing of the Agreement referred to in paragraph 1 herein, but not thereafter, subject to paragraph 6 herein.
4. PWU represented employees transferred to the new employer who had applied to vacancies in Hydro One prior to the new employer commencing operations as a result of the Agreement referred to in paragraph 1 herein may exercise their rights to file failure to select grievances to those vacancies.
5. All PWU represented employees transferred to the new employer who are currently on rotation to a position within Hydro One will be allowed to complete the rotation subject to the agreement of Hydro One, the new

employer and the employee. Such rotations shall be treated as secondments by Hydro One. All PWU Hydro One employees on a rotation in a position that is transferred to the new employer will be allowed to complete the rotation subject to the agreement of Hydro One, the new employer and the employee. Such rotations shall be treated as secondments by Hydro One. While on such rotations, all service credit, vacation, pension (employee to pay employee contribution), sick leave and seniority credits will continue to accrue within Hydro One.

6. If there is no agreement between Hydro One and the PWU on issues relating to employees who wish to decline continuing employment with the new employer, the issues will be submitted to an expedited mediation/arbitration process. Martin Teplitsky Q.C. will be the mediator/arbitrator for such purpose and any other matter relating to the interpretation or application of this agreement. The mediator/arbitrator will have complete and unfettered discretion to make any award which he considers fair and reasonable in all of the circumstances and his award shall be final and binding.
7. If Hydro One hires employees doing the same work in the same classification or a classification performing substantially the same duties as transferred employees within 24 months of their transfer then such transferred employees will be offered positions in the classification being hired by Hydro One (subject to the agreement of their current employer) on a basis of seniority and without loss of seniority for their period of employment outside Hydro One.
8. An employee who is not afforded the opportunity for continuing employment by the new employer shall have full rights under Article 11.
9. The PWU agrees that no proceedings will be brought against Hydro One claiming Hydro One is a related or common employer with the new employer or any of the new employers related or subsidiary businesses so long as the relationship in the Agreement contemplated in paragraph 1 does not materially change.

Signed

Hydro One Inc.

Vice-President, Labour Relations

Signed

**Power Workers' Union
Canadian Union of Public Employees – Local 1000**

Witness as to signatures above written on this paper:

Sector Vice-President

duly appointed to execute this Agreement on behalf of the Union.

PART A
GENERAL ITEMS

TABLE OF CONTENTS
PART A

	Page Number
1.0 EMPLOYEE CATEGORIES	A-10
1.1 Probationary.....	A-10
1.2 Regular	A-10
1.2.1 Regular Full-Time.....	A-10
1.2.2 Regular Part-Time	A-10
1.2.3 Regular – Job Share.....	A-10
1.3 Regular-Seasonal	A-11
1.4 Temporary.....	A-11
1.4.1 Temporary Full-Time	A-11
1.4.2 Temporary Part-Time.....	A-12
1.4.3 Benefits.....	A-12
1.4.3.1 Vacations.....	A-12
1.4.3.2 Statutory Holidays.....	A-13
1.4.3.3 Floating Holidays.....	A-13
1.4.3.4 Sick Leave Entitlement	A-14
1.4.3.5 Health Insurance Plan (Excluding Summer Students Regardless of Wage Schedule Paid From).....	A-14
1.4.4 Notice of Termination	A-14
2.0 REGULAR STATUS.....	A-15
3.0 ANNIVERSARY PROGRESSION	A-15
3.1 Withholding Progression (Unsatisfactory Performance)	A-15
3.2 Deferral of Progression (Absences from Work).....	A-16
3.3 Progressions for Part C (Controller/Dispatcher-Trainees)....	A-16
4.0 RETROGRESSION POLICY.....	A-16
4.1 Where Applicable	A-16
4.2 How Applied	A-17
4.3 Special Provisions	A-18
5.0 SERVICE CREDIT.....	A-19
5.1 Introduction.....	A-19
5.2 Service Credit Calculation.....	A-19
5.2.1 Regular Employees	A-19
5.2.2 Temporary Full-Time and Part-Time Employees When Granted Regular Status.....	A-19
5.3 Restoration of Service Credit.....	A-20
5.4 Restoration of Previous Service for Pregnancy Leave	A-20

**TABLE OF CONTENTS – PART A
(continued)**

		Page Number
6.0	VACATIONS	A-20
	6.1 General Policy	A-20
	6.2 Relationship between Vacation Year and Calendar Year	A-20
	6.3 Vacation Entitlement	A-21
	6.4 Special Provisions and Allowances	A-23
	6.4.1 Deferment or Interruption of Vacations	A-23
	6.4.2 Statutory Holidays and Vacations	A-23
	6.4.3 New Employees	A-23
	6.4.4 Re-engaged Employees	A-24
	6.5 Postponed Vacations	A-24
	6.6 Vacation Payment on Termination	A-25
	6.7 Part C (Controller/Dispatcher and Trainee) Vacations	A-26
7.0	STATUTORY HOLIDAYS	A-27
	7.1 Recognized	A-27
	7.2 Sick Leave Credits	A-28
8.0	FLOATING HOLIDAYS	A-28
9.0	SPECIAL TIME OFF	A-29
	9.1 Additional Time Off at Christmas and New Year’s Holidays	A-29
	9.2 Payment for Time in 9.1	A-29
	9.3 Treatment for Vacation	A-30
	9.4 Remembrance Day	A-30
	9.5 Sick Leave Credit	A-30
10.0	LEAVE OF ABSENCE	A-30
	10.1 With Pay	A-30
	10.1.1 General	A-30
	10.1.2 Funerals	A-31
	10.1.3 Annual Training for Reserve Forces	A-31
	10.1.4 Legal Hearings	A-31
	10.2 Equivalent Time Off Without Pay	A-31
	10.3 Family Leave	A-32
11.0	PREGNANCY/ADOPTION/PARENTAL LEAVES	A-32
	11.1 General Provisions	A-32
	11.2 Pregnancy Leave – General	A-33
	11.2.1 Duration of Leave	A-33

TABLE OF CONTENTS – PART A
(continued)

	Page Number
11.2.2 Physician’s Certificate	A-34
11.2.3 Pregnancy and the Sick Leave Plan	A-34
11.3 Legal Adoptions – Primary Care-Giver.....	A-35
11.4 Benefits Under the Supplementary Unemployment Benefit Plan for Regular Employees.....	A-35
11.5 Parental Leave	A-36
11.5.1 General	A-36
11.5.2 Duration of Leave.....	A-36
11.6 Service Credit.....	A-36
12.0 DISABILITY BENEFITS AND INCOME PROTECTION	A-37
12.1 Sick Leave Plan.....	A-37
12.1.1 Medical Leave with Pay.....	A-37
12.2 Long Term Disability	A-38
12.2.1 General Provisions of LTD Plan.....	A-38
12.2.2 Benefits While on LTD.....	A-39
12.2.3 Recurring Disability after Return to Regular Work.....	A-41
12.2.4 Individual Returns to Regular Employment.....	A-41
12.2.5 Termination of LTD Benefits	A-42
12.2.6 Indexation.....	A-42
12.3 Rehabilitation and Re-employment	A-42
12.4 Workplace Safety and Insurance Board Payments.....	A-43
12.5 Supplementary Grant.....	A-43
12.5.1 Definition of Supplementary Grant	A-43
12.5.2 Who Receives the Supplementary Grant.....	A-44
12.5.3 Responsibility for Payment	A-44
12.5.4 Withholding the Grant.....	A-44
12.5.5 Payment While in Receipt of WSIB Award.....	A-44
12.6 Waiver of Posting or Selection.....	A-45
13.0 HEALTH INSURANCE PLANS.....	A-45
13.1 Regular Employees, Pensioners and Regular Employees Receiving Workplace Safety and Insurance Board Payments.....	A-45
13.2 Probationary Employees.....	A-46
14.0 PENSION AND INSURANCE.....	A-46
14.1 Changes to the Pension Plan.....	A-47
14.2 Pension Plan.....	A-48
14.2.4 Early Retirement – Without Discount	A-48

**TABLE OF CONTENTS – PART A
(continued)**

	Page Number
14.2.5 Early Retirement – With Discount.....	A-49
14.2.6 Transfer of Pension Credits Between Reciprocal Employers and Hydro One Inc.	A-50
14.3 Group Life Insurance	A-50
14.3.3 Additional Employee, Spousal and Dependent Life Insurance	A-50
15.0 RETIREMENT	A-50
15.1 Bonus and Outstanding Vacation Payments on Retirement.....	A-50
15.2 Retirement While Ill	A-51
15.2.1 Sick Leave Grant Extends to or Beyond Retirement Date.....	A-51
15.2.2 Vacation Credit and Bonus Extends to or Beyond Retirement Date	A-51
15.2.3 Sick Leave Grant, Vacation Credit and Bonus Expires before Retirement Date	A-51
15.2.4 Unused Vacation Credit for Preceding Year	A-51
16.0 REDUCED HOURS OF WORK FOR EMPLOYEES WHOSE NORMAL HOURS OF WORK ARE 40 PER WEEK	A-52
16.1 Alternate Hours of Work Arrangements.....	A-52
17.0 PAYMENT FOR ALLOWANCES	A-54
17.1 Temporary Instruction	A-54
17.1.1 Daily Allowance.....	A-54
17.1.2 Weekly Allowance.....	A-55
17.2 Part B Employees (Maintenance Trades)	A-55
17.2.1 Apprentices Attending School	A-55
17.2.2 Field Allowance	A-56
17.3 Part D Employees (Weekly Salaried).....	A-56
17.3.1 Frontier Allowance.....	A-56
17.3.2 Remote Northern Communities	A-56
18.0 HEADQUARTERS	A-56
18.1 General	A-56
18.2 Definitions	A-56
18.3 Establishment of Headquarters	A-57
18.3.1 Work Headquarters.....	A-57
18.3.2 Residence Headquarters.....	A-57

TABLE OF CONTENTS – PART A
(continued)

		Page Number
18.4	Change of Headquarters Upon Transfer.....	A-57
18.4.1	Advice of Headquarters	A-57
18.4.2	Notice of Transfer.....	A-58
18.4.3	Duration of Stay in New Residence Headquarters	A-58
19.0	TRAVELLING TIME OUTSIDE NORMAL WORKING HOURS	A-58
20.0	COMPENSATION AT TEMPORARY HEADQUARTERS.....	A-59
20.1	Travel Outside of Residence Headquarters	A-60
20.2	Travel – Compensation When Assigned to Temporary Work Headquarters – Outside Residence Headquarters.....	A-61
20.3	Return to Residence Headquarters When Transferred to a Temporary Work Headquarters.....	A-61
20.4	Assignments to Training Courses	A-61
20.5	Expenses – Outside Residence Headquarters	A-62
20.6	Qualifications to Above Policy	A-62
20.6.1	Scheduling of Trips	A-62
20.6.2	Postponement of Return to Residence Headquarters	A-62
20.6.3	Use of Company Vehicles.....	A-63
20.6.4	Alternate Working Arrangements.....	A-63
20.7	Alternative to Return to Residence Headquarters.....	A-63
20.8	Travel Inside Residence Headquarters.....	A-63
21.0	METROPOLITAN TORONTO BOUNDARIES	A-64
22.0	KILOMETRE RATES	A-64
23.0	TRANSPORTATION AND MOVING EXPENSES	A-65
23.1	General	A-65
23.2	Notice of Transfer.....	A-65
23.3	Transfer of Temporary Employees	A-65
23.4	Appointment of New Probationary Employees	A-65
23.5	Transfer of Regular Employees	A-66
23.6	Housing Assistance Plan	A-68
23.6.1	Application	A-69
23.6.2	Purchase Guarantee	A-69
23.6.3	Listing of Property	A-69
23.6.4	Sale of Property by the Company.....	A-70
23.6.5	Advance of Equity	A-71

**TABLE OF CONTENTS – PART A
(continued)**

	Page Number
23.6.6 House Evaluation and Guarantee Plan	A-71
23.7 Transfer of Regular Employees – Staff Reduction and Recall Procedure – PWU Agreement – Article 11.....	A-72
23.8 Use of Trailers	A-72
23.9 Transfer to Non-Supervisory Vacancies: Other Positions.....	A-74
23.10 On Retirement.....	A-74
23.11 Allocation of Moving Expenses.....	A-74
23.12 Return to Residence Headquarters on Permanent Transfer.....	A-74
23.13 Conditions of Return Trip.....	A-75
23.13.1 Scheduling of Trips	A-75
23.13.2 Use of Company Vehicles.....	A-75
23.14 Alternative to Return to Residence Headquarters.....	A-75
23.15 Board and Lodging.....	A-76
23.15.1 General	A-76
23.15.2 Rate of Allowance	A-76
23.15.3 Absence from Residence Headquarters	A-76
23.16 Change of Headquarters.....	A-77
23.16.1 Regular Employees – Householders.....	A-77
23.16.2 Non-householders.....	A-77
23.17 Apprentices.....	A-77
24.0 PROMOTIONS	A-77
24.1 Part D (Weekly Salaried).....	A-77
24.1.1 Promotion Rule.....	A-77
24.1.2 Payment of the Salary Grade for the Job	A-78
24.1.3 Promotion from Hourly-Paid to Weekly-Salaried Jobs	A-78
24.1.4 Payroll Rates in Excess of Approved Job Grades	A-79
24.1.5 Previous Experience.....	A-79
24.1.6 Relief Situations.....	A-79
24.1.7 Progression Following Promotion	A-79
25.0 JOINT COMMITTEES	A-79
25.1 Joint Pension Committee.....	A-79
25.2 Joint Health and Safety Consultation	A-80
25.2.1 Joint Health and Safety Policy Committee	A-81
25.2.2 Joint Health and Safety Working Committee	A-81
25.3 Joint Trades Classification Committee.....	A-82
25.4 Joint Diversity Committee	A-83
25.5 EHB/WSIB/LTD Committee.....	A-84

**TABLE OF CONTENTS – PART A
(continued)**

		Page Number
25.6	Joint Employee and Family Assistance Committee.....	A-85
25.7	Controller/Dispatcher Consultative Committee.....	A-86
26.0	DISTRIBUTION OF AGREEMENT AND WAGE SCHEDULES.....	A-86
27.0	TIME CHARGES – UNION ACTIVITIES	A-86
27.1	Time Charges and Expenses – Union Representatives	A-86
27.2	Time Charges for Employees on Union Business.....	A-87
27.3	Roles and Responsibilities of Chief Stewards.....	A-87
28.0	EYE PROTECTION	A-88
29.0	PERSONAL TOOLS.....	A-88
29.1	General	A-88
29.2	Tool Replacement/Upgrading	A-88
29.3	Loss by Fire or Theft.....	A-88
30.0	SPECIAL CLOTHING FOR EMPLOYEES	A-89
30.1	General Policy Regarding Work Clothing.....	A-89
30.2	Special Clothing that May be Provided at Company Expense	A-89
30.2.1	Where Uniform Appearance is Required	A-89
30.2.2	For Work Outside of the Employee’s Regular Routine Duties	A-89
30.2.3	For Normal Work Which Must be Performed Occasionally Under Extreme Conditions.....	A-89
30.2.4	For Work Involving Exposure to Materials that are Injurious to Health and Particularly Destructive of Clothing.....	A-90
30.2.5	To Promote Safety	A-90
30.2.6	Special Conditions.....	A-91
30.3	Issuance, Care of, and Responsibility for Clothing Provided by the Company.....	A-91
30.4	Part B Employees (Maintenance Trades)	A-92
30.4.1	Issue of Gloves to Tradespersons	A-92
30.4.2	Uniforms.....	A-92
30.4.3	Stocking of Overalls and Associated Smocks.....	A-92
30.4.4	Work Clothing	A-92
30.4.4.1	Laundering and/or Supplying Clothing	A-93
30.4.4.2	Coveralls – Central Services Division.....	A-93

**TABLE OF CONTENTS – PART A
(continued)**

	Page Number
31.0 PURCHASING PRIVILEGES – SURPLUS EQUIPMENT STORES	A-93
32.0 RETURN OF COMPANY PROPERTY	A-93
33.0 TIME CHANGE – SHIFT WORKERS.....	A-93
34.0 REST PERIODS	A-94
35.0 BI-WEEKLY PAY DAYS	A-94
36.0 BANKING OF REDUCED HOURS OF WORK DAYS AND VACATION DAYS TO BE UTILIZED IMMEDIATELY PRIOR TO RETIREMENT	A-94
37.0 SELF FUNDED SABBATICALS.....	A-95

PART A GENERAL ITEMS

1.0 EMPLOYEE CATEGORIES

All employees fall into one or the other of four principal categories as outlined below. For PWU 'hiring hall' categories refer to Appendix A.

1.1 Probationary

This category describes persons taken on strength on a probationary basis with the prospect, if their services are found satisfactory, of a change of category to Regular full-time or Regular part-time (Section 1.2, following).

1.2 Regular

Regular employees are those employees who, having satisfactorily met the job requirements, are judged medically fit by the Health and Safety Division for positions which are part of the continuing organization of the Company. They must have served the required time in a probationary category which is part of the Company's continuing organization, or in a temporary category which becomes part of the Company's continuing organization.

1.2.1 Regular Full-Time

Regular full-time employees work the regular hours of the classification into which they are hired.

1.2.2 Regular Part-Time

The establishment of a regular part-time position is a joint decision of local management and the chief steward made in a spirit of trust and co-operation. The parties will ensure that regular part-time positions are appropriately used to maintain corporate effectiveness, not to split a regular full-time position.

Regular part-time employees are regularly employed on an average of 24 hours or less per week calculated on a monthly basis. They are employed for a minimum of 16 hours per month. Regular part-time employees are treated as regular employees except where noted otherwise.

Pro-Ration Formula: The regular part-time employee benefit pro-ration formula is calculated based on the hours worked by the regular part-time employee expressed as a percentage of the normal scheduled number of hours for the classification. Where the number of regular part-time hours vary in a week it will be necessary to calculate this percentage over a jointly agreed upon extended period to get an accurate figure.

1.2.3 Regular - Job Share

Regular full time employees interested in job sharing arrangements shall find an appropriate partner from the same work location with similar skills and the same

or lower terminal rates. These employees must establish an acceptable arrangement between themselves before approaching Management with the request.

Upon attaining agreement between Management and the employees, the job share arrangement will operate for a trial 6-month period. Following the 6-month trial period, the arrangement will:

- (a) be considered a temporary arrangement and be extended by a maximum of six (6) months at which time the arrangement will end,

OR

- (b) be considered a permanent job share arrangement. At this time the vacated position will be posted and filled in accordance with Article 10. In the case of the permanent job share arrangement, the incumbents are required to remain in their arrangement until one partner permanently leaves the job share. At that time, the other partner is required to assume responsibility for the full-time position on 30 days' notice.

Employees engaged in a job share work arrangement are regular part-time employees for the purposes of benefits administration. Employees in job share arrangements will revert to regular full-time status for the purposes of application of Article 10 and Article 11.

Service credit for time spent in job sharing arrangements will be calculated on a pro-rata basis.

1.3 Regular-Seasonal

Regular-seasonal employees are those judged medically fit by the Health and Safety Division for the position involved, who have attained one year's accumulative service, and who are steadily employed through the year, except for short-term layoffs.

1.4 Temporary

Temporary employees are hired to perform work that is expected to last for a short period of time or to perform work in place of a regular employee who is absent from his/her position.

For temporary full-time and temporary part-time employees, accumulated service shall mean the period of employment during which there has been no break in employment exceeding five months.

1.4.1 Temporary Full-Time

Temporary full-time employees work the regular hours of the classification into which they are hired and may be engaged for up to **15** months of accumulated service.

1.4.2 Temporary Part-Time

Temporary part-time employees are employed for a period of up to 12 accumulated months on an average of 24 hours or less per week (calculated on a monthly basis). Temporary part-time employees are treated as temporary employees except where noted otherwise. Benefits are pro-rated the same as regular part-time employees.

To ensure that temporary part-time employees are properly classified as temporary, an assessment is to be made as to the regular or temporary status of the position whenever the temporary part-time employee is employed for twelve continuous¹ calendar months. This assessment is subject to the grievance procedure.

This assessment is made based on the definition of a regular part-time position, i.e. the work is of a continuing nature with a minimum of 16 hours in a calendar month. If the position is determined to be temporary this will be conveyed to the Chief Steward (the employee should be given an end date and will remain temporary).

If the position is determined to be regular part-time, a joint discussion must take place as per the Regular Part-time provisions in the agreement prior to the position being posted. If the incumbent's employment exceeds 12 continuous months the incumbent will be given regular part-time status and the incumbent's seniority will be calculated on a pro-rated basis.

If as a result of the assessment above, the position is still temporary part-time at the 12 month accumulated service mark one of the following options must be selected:

- 1) the job is posted as a regular part-time. This decision is a joint decision as per regular part-time provisions in the agreement.
- 2) The Steward agrees to an extension of the temporary part-timer's service for a specific period and the employee retains temporary status.
- 3) The temporary part-timer is terminated.

Accumulated service applies to temporary employees. Such employees do not have either seniority or service credit.

1.4.3 Benefits

The following are the benefit provisions that apply to temporary employees.

1.4.3.1 Vacations

Entitled to a cash vacation allowance of four percent (4%) of accumulated wages.

¹ If an employee commences on January 20th and works any portion of a calendar month for 12 continuous months, they will have 12 continuous calendar months service on January 20th of the following year.

1.4.3.2 Statutory Holidays

Temporary employees will be entitled to statutory holiday pay provided that they have more than three months' accumulated service.

Temporary part-time employees will be entitled to statutory holiday pay provided that they:

1. Have more than three months' calendar service;
2. Have worked on at least 12 days during the four weeks immediately preceding the holiday;
3. Have worked on their scheduled regular day of work preceding and following the holiday.

Payment for such statutory holidays will be the amount the employee would normally earn on a scheduled day of work.

1.4.3.3 Floating Holidays

Temporary employees who have accumulated 20 weeks' service in a calendar year will be entitled to three floating holidays subject to the following:

1. Floating holidays may be taken on such days as the employee and his/her supervisor mutually agree upon, following reasonable advance notice on the part of the employee.
2. Floating holidays shall not be carried over into the following year unless work considerations prevent the employee from taking the floater(s) in the year of entitlement.
3. Where the employee is unable to reach mutual agreement with his/her supervisor to take his/her floating holiday(s) before year-end because of absence due to illness, unused floating holidays will be assigned on the last working day(s) of the year.
4. Where an employee falls sick on his/her scheduled floating holiday, that day will not be charged against his/her sick leave credits, but shall be treated as a floating holiday for pay purposes.
5. Entitlement on Termination: If the employee terminates after having accumulated 20 weeks' service in the calendar year, the Company will make a cash payment in lieu of any unused floating holiday credit.

If the employee terminates prior to accumulating 20 weeks' service in the calendar year, entitlement will be as follows:

- (a) If the employee has not qualified for entitlement in the previous year, he/she will have no entitlement in the current year. If he/she was granted a floating holiday under 4. above, the Company will recover one day's pay for each floating holiday taken.
- (b) If the employee has qualified for entitlement in the previous year, his/her entitlement will be prorated based on the number of weeks' accumulated service in the year of termination. For example, an employee who terminates after accumulating five weeks' service in the year would be entitled to 5/20ths of three days.

The Company will either make a cash payment in lieu of any unused floating holiday credit or recover the value of the unearned portion of floating holidays taken under 4. above.

In no case will an employee be entitled to more than three floating holidays or floating holiday credit in a calendar year.

6. Temporary part-time employees shall receive pro-rated payment. (Ref. Part A, Item 1.4.2)

1.4.3.4 Sick Leave Entitlement

Temporary employees shall earn sick leave credit of one-half day at 100 percent (100%) pay for each month of accumulated service to a maximum of six days².

1.4.3.5 Health Insurance Plan (Excluding Summer Students Regardless of Wage Schedule Paid From)

These employees shall be considered as a group in order that they may apply to participate in the Supplementary Plan and the Extended Health Benefit Plan at group rates. One hundred percent (100%) of all premiums will be paid by the employees. These employees will be required to make election on benefit coverage at the time of hire for the duration of employment.

The Company will pay one hundred percent (100%) of the Ontario Health Insurance Plan premium for temporary employees who have four months' accumulated service.

1.4.4 Notice of Termination

When the employment of a temporary employee is terminated for other than cause, he/she is entitled to one week's notice in writing if his/her period of employment is three months or more.

² Day, in this instance, is the number of hours normally worked by a regular employee in a classification and/or the work group of which the temporary part-time employee is a member (seven or eight hours). Sick leave is used on the basis of payment for the number of hours the employee was off work.

2.0 REGULAR STATUS

Appointments to regular status are contingent on satisfactorily meeting the Company's medical requirements.

1. Probationary employees must serve a minimum of three months on probation. If service is satisfactory, they may be accorded regular status at that time. A period of not more than three more months can be used as a further period of probation if it is needed. At the end of this further period, employees must either be made regular, transferred to another position or dismissed. Regular part-time probationary employees must serve up to six calendar months on probation.
2. Temporary employees engaged in work of a continuing nature, shall be afforded regular status upon attaining **15** months accumulated service. In such circumstances the employee's position will be considered to be a vacancy. If the former temporary employee is not selected to this vacancy he/she will be declared surplus in accordance with Article 11.
3. Temporary employees engaged in work which is not of a continuing nature, shall be afforded regular-seasonal status upon attaining 15 months' accumulated service.

3.0 ANNIVERSARY PROGRESSION

Progression dates shall be calculated from the date of appointment or promotion to the position. Subsequent salary adjustments shall be on anniversary dates except as otherwise specified on the appropriate wage schedule.

NOTE

- (a) The progression date for a regular part-time employee who works on average 50% or more of the base hours of the full time classification for the year will be at the completion of one and one third years of service.
- (b) The progression date for a regular part-time employee who works on average less than 50% of the base hours of the full time classification for the year will be at the completion of two years service.

As a regular practice employees shall automatically progress from minimum to maximum as indicated in the respective wage schedules subject to the following:

3.1 Withholding Progression (Unsatisfactory Performance)

If an employee fails to make satisfactory progress his/her progression may be withheld for a period of six months. (8 months for a regular part-time employee working 50% or more of the base hours; 12 months for regular part-time employee working less than 50% of the base hours.)

In taking this action the Company shall provide the employee with one month's notice and the reason for the withholding.

The performance of an employee whose progression has been withheld as above will be reviewed within seven months (nine months for a regular part-time employee working 50% or more of the base hours of the classification and fourteen months for regular part-time employee working less than 50% of the base hours of the classification). If progress and general performance are found to be satisfactory, progression shall be granted. If not, the employee shall be either transferred or dismissed.

If at the time of this review the employee's progress and general performance were found satisfactory and if six months after the review his/her performance has continued to be satisfactory, he/she may be granted the next step in his/her progression.

This will then re-establish his/her original progression status.

If an employee in a recognized hourly-rated training program has not reached the acceptable level of performance his/her progression may again be withheld in accordance with the above. Progression to the journey person or job rate will not be delayed by more than six months.

3.2 Deferral of Progression (Absences from Work)

When an employee has been absent from work for a period in excess of three months, excluding approved vacation, his/her progression may be deferred without prior notice for a period of time not to exceed the length of the absence. Subsequent progression dates may be adjusted accordingly.

3.3 Progressions for Part C Controller-Trainees and Dispatcher-Trainees

Advancement as a controller-trainee and dispatcher-trainee will be by controlled progression, based on satisfactory progress in training and study courses. On successful completion of training at the end of 36 months, controller-trainees will become Controller, Step 1. On successful completion of training at the end of 24 months, dispatcher-trainees will become Dispatcher Step 1.

4.0 RETROGRESSION POLICY

The term 'retrogression' is used to indicate a gradual reduction in pay to predetermined adjusted rate.

4.1 Where Applicable

1. Retrogression shall apply where a regular employee becomes unable to perform the duties of a job for which he/she is receiving the standard rate and is transferred to a lower-rated job because of:

- (a) A disability caused by accident or illness.
- (b) Inability to cope with increased responsibility due to change in job content.
- (c) Where the unsatisfactory performance is due to faulty selection and the employee has served in the position for a period of at least one year.

Any retrogression for medical reasons is subject to ratification by the Chief Physician/Manager Health Services.

2. Retrogression shall not apply where:

- (a) An employee has less than ten years' established service credit.
- (b) The change to the lower-rated job is made at the request of the employee to escape heavy work or responsibility or for personal reasons.
- (c) The change to the lower-rated job is made necessary for unsatisfactory job performance due to causes other than in Section 4.1(1.).

NOTE

Where retrogression does not apply, the employee will receive the job rate for the new job effective at the time of transfer to the new job.

4.2 How Applied

The Company will endeavour to provide an employee to whom Section 4.1 (1) applies with work he/she is capable of performing. His/her rate of pay shall be calculated as follows:

1. A new rate for the employee will be calculated at the time the employee is retrogressed. This is calculated by adding to the base rate of the new classification an additional two and one-half percent (2.5%) (except as specified below) of the differential between the base for the new job and the base rate for the employee's former job for each year by which his/her continuous service exceeds ten years at the time of transfer. For regular part-time employees, the new rate is calculated on an hourly basis. For employees with 25 or more years of service, where the reason for retrogression is one of 4.1(1)(a) or (b), five percent (5%) is used in the calculation instead of two and one-half percent (2.5%).

The calculation determines the rate to which the employee's pay will be reduced.

2. The reduction in rate will take place in steps each amounting to but not exceeding approximately four percent (4%) of his/her former base rate. (Hourly rate for regular part-time employees.) The first step shall occur three

months after he/she has been transferred to the new job. The subsequent steps shall occur at six-month intervals until the rate determined in 4.2(1.) has been reached.

3. Where the retrogressed employee is unable to do the job to which he/she has been retrogressed and demotion to another job is necessary, the rate for this new job shall be based on the differential between the base rate of the original job from which he/she has been retrogressed and the base rate of his/her new job.
4. While retrogression is in progress and after retrogression is completed, increases in pay that occur will be applied only to the base rate for the new job and the retrogressed employee will only receive a benefit when the base rate for the new job exceeds his/her adjusted rate.
5. It shall be the responsibility of each Human Resources Manager/Officer to advise the Union in writing when any employees are placed on retrogression. This information will be provided to the Union as soon as possible but in any case before the reduction in rate specified in 4.2(2.) takes place.

4.3 Special Provisions

1. Retrogressed employees who are within 10 years of being eligible to retire without discount or who are within 15 years of normal retirement, shall have their rate frozen until the rate for the job being performed catches up to the frozen rate.
2. An employee with 20 years' service who is retrogressed for medical reasons related to the working conditions and job environment during a significant portion of his/her employment with the Company, will have his/her wages maintained until he/she is eligible for an undiscounted pension. The wage rate will be frozen thereafter.

The medical reasons will be reviewed and assessed by the LTD Review Committee.

3. If, in the opinion of the LTD Review Committee, an employee is retrogressed because of a serious injury that resulted from an on-the-job accident with the Company, he/she will have his/her wages maintained until he/she is eligible for an undiscounted pension. This provision will apply to all regular employees regardless of service.
4. An employee with ten years' service who is retrogressed because of a muscular-skeletal repetitive strain injury or injury arising therefrom, which is deemed compensable by the WSIB and relates to his/her working conditions with the Company will have his/her wages maintained until eligible for an undiscounted pension. The wage rate will be frozen thereafter.

The medical reasons will be reviewed and assessed by the LTD Review Committee.

4.4 Nothing in this regulation will override special commitments that have been made by the Company that in certain instances rates of pay will be maintained.

5.0 SERVICE CREDIT

5.1 Introduction

This item defines service credit and describes the basis for calculating service credit for all purposes except those of the Pension Plan which are covered in the Hydro One Inc. Pension Plan Rules.

The application of such service credit to vacations, LTD, sick leave and other benefits will continue to be governed by the appropriate instructions.

5.2 Service Credit Calculation

In most cases the service credit of a regular employee is that employee's seniority. The exception to this can be found in Article 10.1.2 where an employee who is appointed to a position within the PWU jurisdiction from a bargaining unit which restricts seniority to its own membership, has his/her seniority limited to service within the PWU bargaining unit.

Seniority applies to regular, regular-seasonal, and probationary employees only.

Temporary employees have accumulated service only.

Service credit will not be granted for absences without pay of greater than 15 days with the exception of:

1. Normal and Extended Pregnancy/Parental/Adoptive leave.
2. Elected Union officials absent on Union business.
3. Medical leave of absence.
4. Time off in lieu of overtime worked.

5.2.1 Regular Employees

Service credit shall be the period of employment with the Company and any service restored as per Part A, Item 5.3.

5.2.2 Temporary Full-Time and Part-Time Employees When Granted Regular Status

When temporary employees are granted regular or regular-seasonal status, service credit shall be granted for all previous full-time service and on a pro-rata basis for all part-time service.

5.3 Restoration of Service Credit

Regular employees who terminate and are re-employed to a continuing position shall have their service credit restored. Proof of past service must be provided by the employee in the first 60 days of re-employment unless the Company is capable of providing the proof within the first 60 days of re-employment. They shall not be required to serve a further probationary period. No service credit will be allowed for the period between termination and re-employment. Regular employees who were formerly employees of Ontario Hydro shall have their service credit restored as per Article 10.6.

Former regular employees who are rehired for temporary full-time or temporary part-time assignments will not be granted regular status upon rehire. Former regular-seasonal employees will retain regular-seasonal status when rehired for a temporary assignment, within one year of their last termination date.

5.4 Restoration of Previous Service for Pregnancy Leave

Female employees of the Company or its predecessor, Ontario Hydro, who were granted pregnancy leave will be eligible for service credit as follows:

- (a) those employees who took normal pregnancy leaves will be eligible for service credit up to a maximum of 17 weeks.
- (b) those employees who took extended pregnancy leaves on or after April 1, 1977 will be eligible for service credit for the full duration.

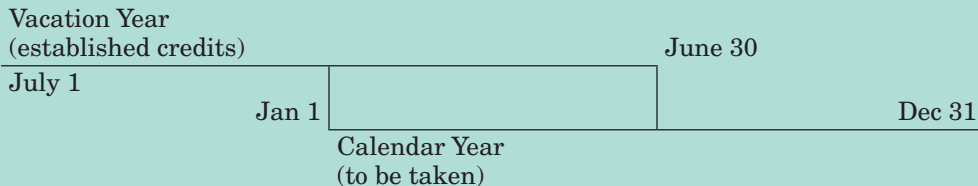
6.0 VACATIONS

6.1 General Policy

Whenever possible, vacations will be granted at dates requested by the employees, but in view of the Company's role in providing a vital service at all times, the Company reserves the right to determine the dates when vacations may be taken.

6.2 Relationship between Vacation Year and Calendar Year

For the purpose of calculating vacation allowances, the vacation year commences July 1 of the previous year and ends June 30 of the calendar year in which the vacation is to be taken.



6.3 Vacation Entitlement

Definition: The *Employment Standards Act* states that every employer shall give to each employee a vacation with pay of at least two weeks upon the completion of each 12 months of employment. The amount of pay for such vacation shall not be less than an amount equal to four percent (4%) of the wages of the employee in the 12 months of employment for which the vacation is given.

Wages are defined as any monetary remuneration payable by an employer to an employee under the terms of a contract of employment as well as any payment under the *Employment Standards Act* except vacation pay. Included in wages are termination pay, overtime pay, holiday pay, sick pay, equal pay adjustments, shift differentials, premiums for weekend or holidays, on-call and standby.

Wages do not include vacation pay previously paid in the 12-month period, supplementary unemployment benefits, tips or other gratuities, gifts and bonuses that are dependent on the discretion of the employer and are not related to hours, production or efficiency. Also excluded are travelling allowances or expenses, contributions made by an employer to pension funds, unemployment insurance, death grants, disability plans, accident plans, sickness plans, medical plans, nursing plans or dental plans.

Where an employee receives a greater benefit for vacation or vacation pay, that benefit will prevail over the conditions set out in the *Employment Standards Act*.

The amount of pay for a vacation shall be not less than an amount equal to four percent (4%) of the accumulated wages of the employee in the 12 months of employment for which the vacation is given and in calculating wages no account shall be taken of any vacation pay previously paid.

Regular Employees

A regular employee shall be eligible for a vacation of:

Less than One Year's Service by June 30: One working day for each full month of service completed between June 30 of the previous year and July 1 of the current year up to a maximum of two weeks (10 working days).

The employee shall be paid four percent (4%) of the accumulated wages in the year for which the vacation is given.

For One Year and Less Than Three Years' Service: 10 working days (two weeks) annually. Vacation pay shall equal 10 days' base earnings or four percent (4%) of accumulated wages, whichever is greater.

For Three to Seven Years of Service: 15 working days (three weeks) annually when an employee has completed from three to seven years of service by the end of

any calendar year. Vacation pay shall equal 15 days' base earnings or four percent (4%) of accumulated wages whichever is greater.

For Eight to Fifteen Years of Service: 20 working days (four weeks) annually when an employee has completed 8 to 15 years of service by the end of any calendar year. Vacation pay shall equal 20 days' base earnings.

For Sixteen to Twenty-Four Years of Service: 25 working days annually when an employee has completed 16 to 24 years of service by the end of a calendar year.

Vacation pay shall equal 25 days' base earnings.

In the year in which the employee is first eligible for 25 working days' vacation, he/she shall be granted it in one continuous period if he/she so requests.

NOTE

Employees hired on the first working day of January shall be deemed to have completed a calendar year on December 31 of the same year.

For Twenty-Five or More Years of Service: 30 working days' vacation in the calendar year in which he/she completes 25 years of service, and in each succeeding year.

Vacation Bonus

In the calendar year in which a regular employee completes:

- 26 years' service – 1 day's base pay
- 27 years' service – 2 days' base pay
- 28 years' service – 3 days' base pay
- 29 years' service – 4 days' base pay
- 30 years' service – 5 days' base pay
- 31 years' service – 6 days' base pay
- 32 years' service – 7 days' base pay
- 33 years' service – 8 days' base pay
- 34 years' service – 9 days' base pay
- 35 years' service – 10 days' base pay and beyond

The vacation bonus shall be calculated on the employee's base rate of pay as of July 1st of the year in which the bonus is payable. These bonuses are payable on the closest payday to July 1st of each year.

Regular Part-Time Employees

Regular part-time employees are eligible for paid vacation time off. The entitlement is based on calendar years of service and payment for time off is calculated on a pro-rata basis. (Ref. Part A, Item 1.2.2).

Probationary Employees

A probationary employee shall be entitled to a vacation of one working day for each full month of service completed between June 30 of the previous year and July 1 of the current year up to maximum of two weeks (10 working days).

Four percent (4%) of the total pay of the employee shall be paid in the year for which the vacation is given – whichever is greater.

Temporary Employees Made Regular

On attaining regular status, temporary employees will receive vacation entitlement for all service as defined in Part 'A', Item 5.2.2.

Temporary Employees

For less than one year's accumulated service: Entitled to a cash vacation allowance of four percent (4%) of all accumulated wages.

6.4 Special Provisions and Allowances

6.4.1 Deferment or Interruptions of Vacations

Reimbursement will be made for out-of-pocket expenses incurred by an employee who, at the request of the Company, either defers an approved vacation or returns before the vacation has expired.

When an employee is called back from vacation or when an employee's vacation is cancelled at the request of the Company, the employee shall receive premium rates of pay for all normal hours worked on cancelled vacation days for which seven calendar days' notice has not been given up to a maximum of seven calendar days.

NOTE

In the above cases, the deferred or interrupted vacation days are to be rescheduled at a later date subject to Sections 6.1 and 6.5.

6.4.2 Statutory Holidays and Vacations

If statutory holidays, to which an employee is entitled with pay, occur within his or her vacation period, the employee shall be granted an additional day's vacation for each in lieu thereof.

6.4.3 New Employees

An employee joining the staff between January 1 and June 30 and taking a vacation before July 1, shall receive only the days allowed for service to the date of commencing the vacation. Any remaining days credited for service between the vacation commencement date and June 30 shall be taken between July 1 and December 31.

An employee joining the staff between January 1 and June 30 and taking his vacation after July 1, shall receive only the days allowed for service to June 30.

If an employee joins the staff between July 1 and December 31, no vacation allowance can be used until after December 31.

6.4.4 Re-engaged Employees

An employee whose employment is terminated and who is re-engaged within 12 months of termination shall be granted a vacation allowance based on the employee's re-established service credit (see Part 'A', Section 5.0). However, the initial vacation allowance, while prorated on the same basis as above, must be taken as outlined in Section 6.4.3.

6.5 Postponed Vacations

6.5.1 With the exception of new employees as outlined in Section 6.4.3, vacations appropriate to the particular calendar year may be granted at any time but normally must be completed by the end of that year. Carry-over or postponement of vacations beyond the end of that year shall be in accordance with the following:

1. Where it is mutually agreeable, the employee may carry-over a maximum of one week's vacation to the following year (to be taken by April 30 of that following year). Request for carry-over must be made prior to September 1.
2. Under special extenuating circumstances (as identified in Subsections 6.4.1, 6.5.2 and 6.5.4), application for postponement or carry-over of more than one week's vacation may be made to the respective director, or official of equivalent rank, but the vacation must be completed by April 30 of the next year.

Furthermore, employees who are not able to use their vacations by April 30, as noted above, will be entitled to receive the unused vacation in a cash amount. The employee may also bank up to one (1) week as indicated in item 36.0.3.

6.5.2 An employee who is on sick leave shall not be granted a vacation until judged fit to return to work. If still disabled when sick leave credits expire, however, the employee may be placed on earned vacation. With Directors approval an employee whose 100% sick leave credits have expired and who is unable to return to work on modified duties, may be paid vacation in full day increments (5 days maximum) to offset loss of income once per calendar year.

6.5.3 An employee who becomes ill while on vacation shall not be placed on sick leave until after termination of the vacation. Under exceptional circumstances in case of very serious illness, sick leave may be granted at the discretion of the Chief Physician/Manager Health Services. The employee would then be entitled to the unused portion of his/her vacation after recovery from the illness.

Minor illnesses and injuries may cause some degree of discomfort or disability to an employee while on vacation. Yet for the most part, these do not necessitate complete removal from the vacation setting or loss of the beneficial effects of the holiday. However, when an employee on vacation becomes seriously ill or injured and as a result must be removed from vacation setting entirely, he or she should be entitled to sick leave.

The decision as to when an illness or non-occupational injury is sufficiently severe to justify transfer from vacation to sick leave should be made on medical grounds and rests with the Chief Physician/Manager Health Services. Normally hospitalization or complete confinement to bed in the home under regular physician's care have been the criteria used to judge severity, often after consultation with the attending doctor. "Exceptional circumstances" may include a number of things such as hospitalization, the need to be flown home from a trip abroad, becoming seriously ill on the first day of vacation, etc.

The decision to transfer from vacation to sick leave must be based on reliable medical evidence and made by the Chief Physician/Manager Health Services. All cases of requests for such consideration should be referred to the Chief Physician/Manager Health Services without exception.

- 6.5.4** Where an employee is on sick leave or workers' compensation and thereby is unable to use his or her vacation credit during the current year such vacations may be carried over to the following year in accordance with Sections 6.1 and 6.5.1. Any outstanding vacation credit that has not been approved for carry over into the next year shall be paid out by Dec. 31 of the current year.

6.6 Vacation Payment on Termination

An employee whose service is terminated by the Company or by resignation shall be entitled to a cash payment in lieu of an outstanding vacation allowance, calculated proportionately from July 1 marking the beginning of the 12-month period in which the vacation entitlement applies. Upon the death of an employee, his or her estate shall be entitled to the same payment.

The payment will be based on:

1. Four percent (4%) of accumulated wages for an employee entitled to the prorated amount of 10 working days annually.

NOTE

In each of the following subsections, the minimum amount to be paid must be at least four percent (4%) of accumulated wages (see Definition, Subsection 6.3) of the employee in the year for which the vacation is earned.

2. Six percent (6%) of base earnings to date for an employee entitled to 15 working days annually.
3. Eight percent (8%) of base earnings to date for an employee entitled to 20 working days annually.
4. Ten percent (10%) of base earnings to date for an employee entitled to 25 working days annually.
5. Twelve percent (12%) of base earnings to date for an employee entitled to 30 working days annually.

The value of the vacation bonus will be based on the employee's base rate at the time of termination. The vacation bonus for the incomplete year of service is pro-rated for the number of completed months from the employee's ECD to the date the employee terminates.

Vacation allowance regulations for employees whose service is terminated owing to retirement on early, normal, disability or postponed pension are in accordance with the above.

6.7 Part C (Controller/Dispatcher and Trainee) Vacations

Vacations for controller/dispatchers will be governed by the following:

1. Subject to exceptions resulting from unforeseen or emergent conditions, arrangements will be made to provide vacations as under-noted:
 - (a) Fourteen consecutive days³ off within the period July 1 to December 31 (summer schedule) to all regular controller/dispatchers.
 - (b) If desired by the controller/dispatcher and he/she makes this known to the Company prior to the preparation of the master work schedule, 21 consecutive days³ off including three weekends within the period July 1 to December 31 (summer schedule) to all regular controllers/dispatchers who qualify for three or more weeks' vacation.
 - (c) Where mutually convenient to the Company and the employees, if individual controller/dispatchers so request, all or part of the vacation allowance may be taken outside the period July 1 to December 31.
 - (d) A request by an individual controller/dispatcher for an extension of his/her vacation period may be granted at the Company's discretion by interchanging his/her scheduled vacation days or unused vacation entitlement with days of work, providing qualified staff (controller/dispatcher/trainee) is available.

³ The consecutive days referred to would normally include other than vacation entitlement.

2. If it becomes necessary to cancel the additional extension as outlined in this item, the controller/dispatcher granted the extension will be required to return to his/her original schedule without penalty to the Company.
3. If, in any instance and due to unforeseen circumstances, vacation schedules are adversely affected, the Company will use available relief so as to reduce the abnormal period to a minimum.

7.0 STATUTORY HOLIDAYS

7.1 Recognized

The days listed below will be recognized by the Company as statutory holidays, regardless of any conflict between these holidays and those declared as statutory holidays by municipal, provincial or federal statutes.

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

When Canada Day falls on a Saturday or Sunday it shall be observed on the following Monday.

In the event that Boxing Day or New Year's Day falls on a Sunday, it shall be observed on Monday. Similarly, if Christmas Day falls on a Sunday, it shall be observed on Monday and Boxing Day on Tuesday.

When Christmas falls on Tuesday, Boxing Day shall be observed on Monday.

All regular and probationary employees shall be paid for statutory holidays.

A statutory holiday falling within an employee's vacation period shall not be counted as part of his/her vacation but shall be taken as an extra day of holiday.

Regular part-time employees will be entitled to statutory holiday pay provided that they:

1. Have more than three months' accumulated service;
2. Have worked on at least 12 days during the four weeks immediately preceding the holiday;
3. Have worked on their scheduled regular day of work preceding and following the holiday.

Payment for such statutory holidays will be the amount the employee would normally earn on a scheduled day of work.

7.2 Sick Leave Credits

If an employee is not scheduled to work on a statutory holiday and falls sick, his/her pay for that day will not be charged against his/her sick leave credits and he/she will receive payment at 100 percent (100%) of his/her normal daily base earnings.

If an employee is scheduled to work on a statutory holiday and falls sick, that day is treated as a normal sick day and the employee would receive a lieu day at a later date.

8.0 FLOATING HOLIDAYS

Regular, regular-seasonal and probationary employees who have accumulated 20 weeks' continuous service in any calendar year will be entitled to three floating holidays subject to the following:

1. Floating holidays may be taken on such days as the employee and his/her supervisor mutually agree upon, following reasonable advance notice on the part of the employee.
2. Floating holidays shall not be carried over into the following year unless work considerations prevent the employee from taking the floater(s) in the year of entitlement.
3. Where the employee is unable to reach mutual agreement with his/her supervisor to take his/her floating holiday(s) before year-end because of absence due to illness (except when exhausting sick leave prior to LTD) unused floating holidays will be assigned on the last working day(s) of the year.
4. Where an employee falls sick on his/her scheduled floating holiday, that day will not be charged against his/her sick leave credits, but shall be treated as a floating holiday for pay purposes.
5. Regular and probationary employees may take their floating holiday(s) before accumulating 20 weeks' service in a calendar year.
6. Regular part-time employees are entitled to three (3) floating holidays upon completing 20 weeks of service. Pay treatment for the three (3) days is on a pro-rata basis. (Ref. Part A, Item 1.2.2)
7. Entitlement on Termination: If the employee terminates after having accumulated 20 weeks' service in the calendar year, the Company will make a cash payment in lieu of any unused floating holiday credit.

If the employee terminates prior to accumulating 20 weeks' service in the calendar year, entitlement will be as follows:

- (a) If the employee has not qualified for entitlement in the previous year, he/she will have no entitlement in the current year. If he/she was granted a floating holiday under 5. above, the Company will recover one day's pay for each floating holiday taken.
- (b) If the employee has qualified for entitlement in the previous year, his/her entitlement will be prorated based on the number of weeks' accumulated service in the year of termination. For example, an employee who terminates after accumulating five weeks' service in the year would be entitled to 5/20ths of three days.

The Company will either make a cash payment in lieu of any unused floating holiday credit or recover the value of the unearned portion of floating holidays taken under 5. above.

In no case will an employee be entitled to more than three floating holidays or floating holiday credit in a calendar year.

9.0 SPECIAL TIME OFF

9.1 Additional Time Off at Christmas and New Year's Holidays

When Christmas falls on Friday and Boxing Day on Saturday, an additional half holiday will be granted employees on the preceding Thursday.

When Christmas falls on Saturday and Boxing Day on Monday, an additional half holiday will be granted employees on the preceding Friday.

When Christmas falls on Wednesday, the Friday following Boxing Day shall be granted as an additional holiday.

When New Year's Day falls on a Saturday, an additional holiday shall be granted on either the preceding Friday or the following Monday.

Those regular part-time employees whose regular scheduled day of work falls on the holidays referenced above shall be granted the time off and compensated at a rate equal to their normal daily earnings.

9.2 Payment for Time in 9.1

Eligible employees required to work during the days in 9.1 shall be paid as follows:

1. If employees are normally scheduled to work and are required to work on such a day, they shall be paid straight time for such work within normal

scheduled hours and given equivalent time off with pay, up to a maximum of normal scheduled hours, within the following six months.

2. If employees are not normally scheduled to work on such a day and are required to work, they shall be paid at the rate normally paid for overtime work.
3. Eligible shift employees on a seven-day coverage basis whose normal scheduled day off falls at such designated time, shall be allowed equivalent time off with pay, within the following six months.

9.3 Treatment for Vacation

Special time off, as noted in 9.1, falling within eligible employees' vacation period shall not be counted as part of their vacation but shall be taken as additional time off.

9.4 Remembrance Day

This section was originally created to allow employees paid time off on Remembrance Day for those who served in the armed forces of Canada, Great Britain or their allies during World War II, the armed forces of the United Nations in Korea from 1950 to 1953, and the Allied Merchant Marine from 1939 to 1945.

Employees who can verify they have served in the Canadian Armed Forces, and those in the Reserve components of the Canadian Armed Forces, who have served in a foreign country, will be eligible for time off or payment if required to work.

9.5 Sick Leave Credit

When special time off, as noted in 9.1 occurs while eligible employees are on sick leave credit, their pay will not be charged against sick leave credits and they will receive 100% payment at their base rate for normal scheduled hours.

10.0 LEAVE OF ABSENCE

10.1 With Pay

Occasionally, an employee will be in a situation where there is no reasonable alternative to being absent from work for personal reasons. Sometimes the employee will, at the same time, be committed to considerable additional expense. Provision is made so that the Company may ameliorate the hardship to the employee which may result.

10.1.1 General

When in the Company's judgment the circumstances warrant such action, leave of absence with pay may be granted.

This leave is based upon reasons of personal emergency, such as severe illness in the immediate family which would necessitate remaining home until adequate

arrangements could be made for outside help, or being in close attendance at a hospital. Also, in cases where an employee is faced with the effects of a severe storm, fire or flood.

10.1.2 Funerals

A regular employee may be released from duty for a period up to three days without reducing base earnings in the event of the death of a member of the immediate family including parent, parent-in-law, step-parent, brother, brother-in-law, step-brother, sister, sister-in-law, step-sister, husband, wife, son, son-in-law, step-son, daughter, daughter-in-law, step-daughter, grand-parents, grandparents-in-law and grandchildren. In the event a regular employee is on approved vacation, the employee's vacation day may be transferred to funeral leave.

In the event of the death of a fellow employee, a regular employee may be allowed time off with pay to attend the funeral. Usually the time required is less than one-half day. Regular part-time employees shall be granted the time off with pay if scheduled to work.

NOTE

Section 10.1.2 is a guide applicable under ordinary circumstances, on the distinct understanding that it does not set rigid limits either maximum or minimum.

10.1.3 Annual Training for Reserve Forces

A regular employee who serves with the Reserve Force of the Canadian Armed Forces and can be spared from work may be granted leave of absence in order to attend annual training.

The employee will be paid the difference between the gross amount received from the Department of National Defence for the full training period and base earnings for the period of absence. The employee will be required to furnish his/her supervisor with a statement from the commanding officer of the reserve unit, showing the amount received from the Department of National Defence for the training period.

10.1.4 Legal Hearings

Base earnings will be maintained when an employee is called for jury duty or is subpoenaed to appear in court as a witness except in cases involving inter-union jurisdictional disputes.

10.2 Equivalent Time Off Without Pay

Employees who have worked overtime may be granted one hour off for each hour worked, without pay, in increments of not less than one-half day, provided the employee requests the time off and the workload permits.

10.3 Family Leave

Family leave of up to 5 unpaid days per year shall be granted when requested by the employee. This benefit will not be pyramided with any legislated benefits under the Employment Standards Act or other legislation.

11.0 PREGNANCY/ADOPTION/PARENTAL LEAVES

11.1 General Provisions

To be eligible, the employee must have worked for the Company for a period of at least 13 weeks preceding the estimated delivery date or have been employed by the Company for 13 weeks by the date on which the child comes into the custody, care and control of the parent for the first time.

These leave provisions are available to all categories of employees. In addition, regular employees including regular part-time employees eligible for pregnancy leave or adoption leave are entitled to supplementary unemployment benefits (Ref. 11.4).

Pregnant employees are entitled to pregnancy leave including those women whose pregnancies are terminated by still-birth or miscarriage within 17 weeks of the expected birth date (Ref. 11.2). Following the birth of the child, the employee is also eligible for parental leave. (Ref. 11.5).

Adoption leave is available to the parent who is designated as the primary caregiver (Ref. 11.3). Parental leave is also available to such an employee (Ref. 11.5).

Parental leave is also available to employees not eligible for pregnancy or adoption leave but who have become the parent of a child (e.g. an employee whose spouse has given birth to a child or the adoptive parent who is not the primary caregiver. Ref. 11.5).

Service credit will be granted for the full duration of such leaves.

Two weeks' notice is required for such a leave, except as noted in 11.2.2. The commencement date can be advanced or delayed upon the giving of a further two weeks notice. Similarly, the termination date can be advanced or delayed upon giving four weeks notice.

Eligibility for such leave does not necessarily mean the employee is entitled to EI benefits. However, EI benefits may be available in the case of such a leave and employees should be referred to the nearest EI office to check their entitlement.

The Company will continue for the duration of any such leave to pay the same share of the premiums for OHIP, EHB, Dental Plan, Life Insurance and Pension Plan that it would normally pay for the employee. This will not apply with respect to any benefit plan where the employee is normally required to make an employee contribution and

he/she has given the Company written notice that he/she does not intend to pay such contributions.

An employee going on such a leave may prepay his/her pension contributions prior to taking the leave or make up contributions on return to work to establish pensionable service for the period of absence. Prior to the leave, he/she must sign the appropriate forms indicating whether or not he/she wishes to prepay the pension plan contributions.

Positions temporarily vacated as a result of a pregnancy/adoption or parental leave will be filled on a temporary basis only until the employee on leave returns.

Provided the employee returns to work no later than the expiration of his/her leave entitlement, he/she will be offered:

- (a) The position most recently held if it still exists at a rate of pay not less than his/her wages at the commencement of the leave or if greater the wages that the employee would be earning had the employee worked throughout the leave.
- (b) Should the position most recently held not exist as a result of a surplus in the unit in accordance with Article 11 he/she will be offered a comparable position at the location he/she was previously working at a rate of pay not less than his/her wages at the commencement of the leave or if greater the wages that the employee would be earning had the employee worked throughout the leave.
- (c) Should (a) or (b) not exist he/she will be treated in accordance with Article 11.

The granting of extensions to the normal 90-day acting period for positions vacated by an employee on pregnancy/adoption/parental leave shall be automatic. The Union chief steward shall be advised of all cases where this subsection applies.

11.2 Pregnancy Leave – General

Prior to commencing pregnancy leave, the female employee must indicate in writing her desire to return to work following her pregnancy.

The *Ontario Human Rights Code* requires the employer to accommodate the needs of pregnant employees in the workplace, unless to do so would cause undue hardship to the business. If a pregnant employee is unable to work in her regular work location because of the possible radioactivity level, her normal base rate of pay will be maintained during the period of relocation.

11.2.1 Duration of Leave

An eligible female employee may apply for pregnancy leave, to commence after the 22nd week of pregnancy for a duration of up to 17 weeks.

The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is six weeks after the birth, still-birth or miscarriage.

NOTE

Female employees who are the parent of a child are entitled to parental leave in addition to pregnancy leave. Parental leave is described in 11.5. Unless otherwise mutually agreed, parental leave must immediately follow the pregnancy leave unless the child has not come into the custody, care and control of the parent for the first time.

11.2.2 Physician's Certificate

When a female employee applies for pregnancy leave she must provide her supervisor with a certificate from her physician stating that she is pregnant and giving the estimated date of delivery at least two weeks prior to the date she plans to commence the leave.

In the case of a female employee who stops working prior to the commencement of her scheduled leave because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth, that employee must, within two weeks of stopping work, give her supervisor:

- (a) written notice of the date the pregnancy leave began or is to begin, and
- (b) a certificate from a legally qualified medical practitioner that states the date of the birth, still-birth or miscarriage and the date the employee was expected to give birth.

When a female employee resigns without notifying her supervisor that she is pregnant and she has not applied for pregnancy leave, but within two weeks following her resignation, provides her supervisor with a certificate from her physician stating she was unable to perform her job duties because of a medical condition arising from her pregnancy and giving the estimated or actual delivery date, she shall be entitled to pregnancy leave if it is requested.

NOTE

The supervisor should obtain the advice and assistance of the Health and Safety Division if clarification is required.

11.2.3 Pregnancy and the Sick Leave Plan

Normal pregnancy leading to confinement is not an illness under the terms of the Sick Leave Plan. However, absences due to pregnancy-related illnesses or complications shall be considered as sick leave under the terms of the Sick Leave Plan.

11.3 Legal Adoptions – Primary Care-Giver

In cases of legal adoption where the child is raised in the home the following will apply after receipt of the child.

1. Where the child is less than elementary school age, the primary caregiver will be granted leave of up to 17 weeks.
2. Where the child is elementary school age or older and the primary caregiver requests leave, the duration will be based on the recommendation of the adoption agency with the final decision being made by the Company's Chief Physician.
3. The primary caregiver is also entitled to parental leave (Ref 11.5).

11.4 Benefits Under the Supplementary Unemployment Benefit Plan for Regular Employees

Provided they qualify for EI payments regular female employees who are eligible for pregnancy leave or the regular employee who is the parent designated as the primary caregiver in a legal adoption proceeding shall be paid a benefit in accordance with the Supplementary Unemployment Benefit Plan. In order to receive this benefit, the employee must provide the Company with proof that he/she has applied for and is eligible to receive unemployment insurance benefits pursuant to the *Employment Insurance Act*. The grant payment may only be paid upon receipt of proof that the employee is eligible for EI benefits. The simplest "proof of eligibility" is the counterfoil from the employee's first EI cheque.

According to the Supplementary Unemployment Benefit Plan payment will consist of:

1. Two weeks at 93 percent (93%) of the employee's base pay.
2. Up to fifteen additional weekly payments dependent on the length of his/her EI entitlement, equivalent to the difference between the unemployment insurance benefits the employee is eligible to receive and 93 percent (93%) of the employee's base pay.
3. In the case of a legal adoption, in addition to the Supplementary Unemployment Benefit Plan payments, the primary caregiver shall receive the equivalent of 93% of two weeks base salary in the thirteenth and fourteenth weeks of the leave.
4. Other earnings received by the employee will be considered so that the total combination of SUB, EI benefit and other earnings will not exceed 93 percent of the employee's base pay.

These payments will only be made if the employee signs an agreement with the Company, providing:

- (a) that he/she will return to work and remain in the Company's employ for a period of six months from the date of return to work;
- (b) that he/she will return to work on the date of the expiry of her pregnancy leave or his/her adoption leave, unless the employee is entitled to another leave provided for in this agreement;
- (c) that the employee recognizes that he/she is indebted to the Company for the payments received if he/she fails to return to work as per the provisions of subsections (a) and (b).

11.5 Parental Leave

11.5.1 General

Employees who have been employed by the Company (including service with Ontario Hydro) for a period of at least 13 weeks by the date on which the child is born or comes into the custody, care and control of the parent for the first time are eligible for an unpaid parental leave. A parent includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

11.5.2 Duration of Leave

Employees eligible for parental leave may take this leave beginning not later than 52 weeks of the child being born or coming into care. Unless otherwise mutually agreed females on pregnancy leave wishing to take a parental leave must commence parental leave immediately following the end of the pregnancy leave unless the child has not come into custody, care and control of the parent for the first time. The duration of this leave is up to 35 weeks.

Employees who wish to take this leave must give the Company two weeks' notice in writing prior to the date the leave would begin and four weeks' notice of the date the leave will end if they wish to terminate the leave prior to 35 weeks following the date the leave commenced.

11.6 Service Credit

Employees who were granted pregnancy/adoption/parental leave from the Company or its predecessor, Ontario Hydro, on or after November 18, 1990 will be eligible for service credit for the full duration.

12.0 DISABILITY BENEFITS AND INCOME PROTECTION

12.1 Sick Leave Plan

The benefits of the Company's Sick Leave Plan shall be considered as part of this Agreement. However, it is recognized that its provisions are not an automatic right of an employee and the administration of this plan and all decisions regarding the appropriateness or degree of its application shall be vested solely in the Company.

When required by the employer, Major Medical Absence Reports, associated follow up reports shall be paid for by the employer up to **\$50.00**.

The Company's Sick Leave Plan will provide that probationary and regular employees will commence with a credit of eight days at 100 percent (100%) and 15 days at 75 percent (75%) pay, payable from the first day of sickness. This credit will continue to be available until the employee attains his/her first annual accumulation date as a regular employee. At the time of this accumulation date and each subsequent accumulation date he/she will acquire additional credits of eight days at 100 percent (100%) pay and 15 days at 75 percent (75%) pay. The accumulation of credits will be subject to the provisions of the Company's Sick Leave Plan.

Regular part-time employees shall receive a pro-rated number of sick days. When a regular part-time employee is absent due to illness on a scheduled day of work, they shall be paid for the hours of work scheduled for that day provided sick leave credits are available.

Normally employees will be expected to arrange routine medical or dental appointments during non-working hours. Where such appointments cannot be arranged during non-working hours and the employee can be released from his/her duties, then the time shall be charged against an employee's sick leave time.

Employees who are on sick leave for 30 days or more may be eligible to participate in a vocational rehabilitation programme in accordance with the Company's policy.

12.1.1 Medical Leave with Pay

Employees who are injured while commuting under Part A Item 20 to a temporary work headquarters which is 50 kilometers or less from their regular work headquarters, will be eligible for a Medical Leave of Absence with Pay provided they are deemed unable to work by the Chief Physician. The employee must apply for WSIB. This leave shall be paid at 75 percent (75%) of the employee's base rate once sick leave credits are exhausted. Sick leave plan rules apply. The medical leave shall be for a maximum of six months or when the employee is placed on LTD, whichever occurs first.

12.2 Long Term Disability

12.2.1 General Provisions of LTD Plan

The Long Term Disability (LTD) Plan provides financial security and rehabilitative employment features to regular employees during their absence from work due to extended sickness or injury. LTD benefits commence upon completion of the qualifying period which is defined below. Regular employees who are approved for the provisions of the LTD Plan will be subject to the following contractual provisions.

All employees who are in receipt of LTD benefits will be eligible to participate in the Rehabilitation and Re-employment Programme dependent upon their medical suitability and procedural requirements.

DEFINITIONS:

LTD Qualifying Period – The qualifying period is defined as the period six calendar months from the starting date of the employee’s continuous absence due to disability; or a total of six months in accumulative authorized medical absences in the year prior to the date sick leave expires due to the same progressively deteriorating disability; or the expiration of sick leave whichever is longer.

Disability Period – The period in which an employee cannot continuously perform the essential duties of any position available in accordance with the priority placement criteria of the Rehabilitation and Re-Employment Procedure.

Benefit Level – The Company agrees to assume the full cost of an LTD Plan for all regular employees. The Plan would provide for a monthly income during the disability period equal to the lesser of:

1. Sixty-five percent (65%) of base earnings at the end of the qualifying period for LTD benefits, or
2. Seventy-five percent (75%) of base earnings at the end of the qualifying period for LTD benefits less any compensation awards from the Workplace Safety and Insurance Board (WSIB) (excluding the Non-Economic Loss award) and/ or the Canada Pension Plan, excluding benefits for dependents.

NOTE

Regular part-time employees shall be eligible for pro-rated income benefits.

Miscellaneous Provisions – A person who runs out of sick leave credits will be granted a leave of absence without pay until such time as the LTD qualifying period elapses. The employee will continue to receive service credit during this period and have coverage maintained in but will not be required to contribute to the Company’s Pension Plan, Health and Dental benefits, and the Company’s Group Life Insurance Plan.

Where an employee has been retrogressed to a lower-rated job for medical reasons and within two years (not including the LTD qualifying period) begins receiving a monthly income under the LTD Plan for reasons directly related to the original medical condition, the base earnings used to compute the LTD monthly income payment shall be the current rate of the employee's original classification.

Exceptions and Limitations to the LTD Plan

LTD benefits will not be made available for claims resulting from:

1. A disability for which the person is not under continuing medical supervision and treatment considered satisfactory by the Insurance Carrier and the Company.
2. A disability caused by intentional self-inflicted injuries or illness while sane.
3. A disability from bodily injury resulting directly or indirectly from insurrection, war, service in the armed forces of any country, or participation in a riot.
4. Normal pregnancy leading to confinement.
5. Disability from occupational injuries for which the employee is receiving Loss of Earning ("LOE") award from the Workplace Safety & Insurance Board for the first 24 months of payment due to total disability.

No amount of LTD benefit will be payable with respect to the disability of an employee during any of the following periods:

1. If the disability is due to mental disorder, any period while the employee is not under the continuing care of a certified psychiatrist or other care authorized by the employee's psychiatrist.
2. If the disability is due to substance abuse, alcoholism and/or drug addiction any period in which the employee is not certified as being actively supervised by and receiving continuing treatment from a rehabilitation centre or a provincially designated institution.
3. The period during which the employee is on leave of absence, including Pregnancy Leave of Absence. The LTD qualify period begins on the date the employee is expected to return to work from that leave of absence.

12.2.2 Benefits While on LTD

1. **Service Credit:** Service credit shall not continue while the employee is in receipt of LTD benefits. Upon return to work, service credit shall be applied as per Item 12.2.4.

2. **Vacation Credit:** Any outstanding vacation entitlement for a person going on LTD will be paid in cash upon expiry of sick leave. The cash payment will be calculated on the base earnings at the expiration of sick leave for the prorated days of vacation entitlement, any outstanding lieu days, any outstanding floating statutory holidays, and banked time for 40-hour per week employees. No vacation entitlement, floating holidays, or banked time for 40-hour per week employees accrues while a member is in receipt of LTD benefits.
3. **Vacation Credit During Rehabilitation Employment:** Vacation credits will be earned based on the hours worked and the employee's vacation entitlement multiplied by the corresponding percentage listed below. These credits will be paid in cash in the last pay period of the year if not used by December 31, or upon return to regular employment, or upon termination.

Vacation Entitlement (Based on Service Credit)	Percentage of Accumulated Earnings/Hours Worked
10 working days or less annually	4%
15 working days annually	6%
20 working days annually	8%
25 working days annually	10%
30 working days annually	12%

4. The Company health and dental coverage premiums continue to be maintained by the Company.
5. **The Company Pension Plan:** The employee's membership in the plan continues. Upon expiry of sick leave, the requirement for employee contributions is waived. An employee is not required to make contributions to the plan while he/she is receiving LTD benefits. The retirement pension continues to accumulate. Years of service continue to accumulate for entitlement to rights and benefits under the Pension Plan.
6. **The Company Group Life Insurance Plan:** Commencing the first day of the month following the end of the qualifying period for LTD benefits, an employee will continue receiving the same insurance option during receipt of LTD benefits as that in force prior to such receipt. An employee who is in receipt of LTD benefits is not required to make contributions to the Group Life Insurance plan.
7. **Sick Leave Entitlement:** Upon receipt of the memorandum from the Chief Physician recommending that the employee should make application for LTD benefits, entitlement to accumulate or restore sick leave credits shall

cease on the day following the next accumulation date provided that it falls within the qualifying period.

8. **Union Dues:** Upon expiry of sick leave an employee's Union dues shall cease.
9. Employee status will continue with respect to maintaining redress rights to contractual provisions.

12.2.3 Recurring Disability After Return to Regular Work

If, on return to regular employment after receiving disability benefits, a subsequent period of disability recurs within six months and is related to the cause of the previous disability, the following shall apply:

Entitlement to existing sick leave credits shall cease, the qualifying period shall be waived, and the employee shall immediately receive LTD benefits as if there had been no return to work.

12.2.4 Individual Returns to Regular Employment

1. **Service Credit:** Continuous service recommences upon return to work and service credit accumulated prior to the date of receipt of LTD benefits will be added to it. In addition, for employees returning to regular employment within the first two years in receipt of LTD benefits, full service credit will be granted for that period as well. It should be noted that seniority for all employees in receipt of LTD benefits continues to accrue during the period they are in receipt of LTD benefits.
2. **Vacation Credit:** The employee will start earning vacation credit based on total service credit.
3. **The Company Health and Dental Coverage:** Premiums continue to be maintained by the Company.
4. **The Company Pension Plan:** Employee contributions recommence.
5. **The Company Group Life Insurance Plan:** Employee contributions recommence.
6. **Sick Leave Entitlement:** Eight days at 100 percent (100%) and 15 days at 75 percent (75%) pay shall be immediately credited. On the first accumulation date, restoration of sick leave credits will take place based on the total service credit. It is recognized that this provision is subject to the provisions of recurring disability as defined in Section 12.2.3.
7. **Union Dues:** Union dues recommence.

12.2.5 Termination of LTD Benefits

The LTD benefit ceases when any of the following events occur:

1. The date the individual ceases to be totally disabled or engages in any occupation for wage or profit except as permitted by the Rehabilitative Employment Clause.
2. The date the individual reaches age 65.
3. The date the individual fails unreasonably to furnish proof of the continuance of such total disability, or fails to submit to an examination requested by the Plan's medical advisors. At that point all LTD benefits will cease and the employee will be terminated.

When an employee does not comply with the above requirements the Union will be informed and act as the employee's advocate prior to such termination.

4. The date the individual dies.
5. The date the individual receives pension under the Company Pension Plan.

12.2.6 Indexation

1. **LTD Benefits:** Individuals who are in receipt of LTD benefits will have their LTD benefit level indexed by the same amount that pensions are indexed.
2. **Pension Calculation – Base Earnings:** For the purposes of calculating the pension benefit for LTD recipients the base earnings at the end of the qualifying period will be increased by the amount of the indexation increase granted in 1. above.
3. **Insurance Benefit – Base Earnings:** It is agreed that for purposes of calculating the group life insurance benefit for LTD recipients, the base earnings at the end of the qualifying period will be increased by the amount of the indexation increase granted in 1. above.

12.3 Rehabilitation and Re-employment

Rehabilitative employment is an important feature of the Plan which provides an employee with additional financial incentive and assistance to re-enter the work force. It is defined as any employment within the Company and remains in effect until the employee is offered regular employment.

If during the disability period, an employee becomes capable of working, the Company shall endeavour to provide an (disabled) employee with work he/she is capable of performing. It is recognized that an employee must be prepared to attempt rehabilitative employment. In the event the employee refuses reasonable

rehabilitative or regular employment, he/she shall be terminated and forfeit all rights to LTD benefits.

During rehabilitative employment, remuneration will be prorated based on the hours worked and the hourly rate of the current base rate of the rehabilitative position. Employees will continue to receive approved LTD/Sick Leave benefits, however, the benefit level will be adjusted so that the total of the rehabilitative earnings and these benefits shall not exceed the current base rate of the position occupied prior to disablement.

After the employee has successfully completed his/her rehabilitative employment and has been placed in a regular job on a continuing capacity, he/she will be paid at the normal rate of the job in which he/she has been placed, subject to any applicable retrogression policy.

12.4 Workplace Safety and Insurance Board Payments

The *Workplace Safety and Insurance Board* (WSIB) is responsible for administering the Workplace Safety and Insurance Act, and payments will be made according to the provisions set out within that Act. Any future legislative or regulatory changes may necessitate further discussion on the part of both parties.

Pending the decision of the WSIB regarding entitlement to awards, an employee's normal earnings will be maintained at his/her current level of sick leave (i.e. 100%, 75%, 0%).

12.5 Supplementary Grant

12.5.1 Definition of Supplementary Grant

The supplementary grant is an amount equal to the difference between the WSIB award and the employee's normal earnings after income tax deductions.

NOTE

WSIB award for this section excludes permanent impairment awards granted for accident dates prior to January 1, 1990, Non-Economic Loss Awards or Older Worker Supplements.

The employee's earnings for the purpose of calculating the supplementary grant will include only regular scheduled hours for a normal week.

The supplementary grant will be such an amount as to maintain the employee's normal net pay.

NOTE

Such a grant will not include payments for shift bonus, relief pay, overtime or premium hours or other payments which are not applicable when the employee is absent from and not available for work.

12.5.2 Who Receives the Supplementary Grant

The supplementary grant will be made only to probationary and regular employees.

Employees who are receiving *Workplace Safety and Insurance Board* benefits for claims or injuries suffered while in the employ of an employer other than the Company are required to notify the Company of being in receipt of those benefits in order to qualify for the supplementary grant. These employees will not be eligible for sick leave while receiving *Workplace Safety and Insurance Board* benefits that qualify for the supplementary grant.

12.5.3 Responsibility for Payment

The responsibility for payment will be in accordance with The Standard Authorities – Payroll Documents.

12.5.4 Withholding the Grant

The award of the supplementary grant should not be withheld unless there is strong evidence of gross negligence or obvious misconduct on the part of the injured employee. The supplementary grant will be withheld if the employee is not co-operating in the Early and Safe Return to Work Process or a WSIB Work Reintegration Plan or refuses a medically suitable position.

Authority for withholding the grant is vested in Vice President(s), Directors, Superintendents, in consultation with Human Resources, Labour Relations and the Manager of Health Services & Rehabilitation.

12.5.5 Payment While in Receipt of WSIB Award

An employee in receipt of Total Temporary Disability (TTD) benefits will receive the supplementary grant for the entire period. Upon notification of the amount of the FEL award and/or LOE award the Company agrees to pay supplementary grant monthly on the FEL award and/or Loss of Earning (LOE) award for a maximum of 24 months. Any workers' compensation payments in excess of the FEL award and/or LOE award, excluding the Non-Economic Loss (NEL) award, shall be considered part of the FEL award and/or LOE award for purposes of calculating the supplementary grant. Upon request, the employee shall be paid out any outstanding vacation entitlement while payments are being processed.

For employees on rehabilitative employment the total compensation of FEL and/or WSIB Award plus rehabilitative earnings plus the Company supplementary grant shall not exceed 100% of the current rate of the pre-disability job.

If after 24 months in receipt of supplementary grant and a FEL award and/or LOE award the employee is still unable to return to work, he/she shall be placed on sick leave. The employee will continue to draw from his/her sick leave bank on a daily basis at the rate of half a day if the amount equal to the supplementary grant is equal to, or less than 4 hours, and a full day if the amount equal to the supplementary

grant is greater than 4 hours per day. While on approved sick leave, however, the benefit level will be adjusted so that the total of any WSIB award and the sick leave benefit shall not exceed the employee's current base rate. Upon expiry of sick leave, if the employee is still unable to return to work, he/she shall qualify for LTD less any award, pension entitlement and/or any supplement from the Workplace Safety and Insurance Board (excluding NEL award) and/or the Canada Pension Plan.

12.6 Waiver of Posting or Selection

If at any time an individual who is in receipt of LTD or *Workplace Safety and Insurance Board* benefits is capable of returning to any further service with the Company or if a medically suitable position becomes available for an employee who is medically restricted while at work or on sick leave, the Company will request, and the Union shall normally grant a waiver of posting or selection after considering all medically restricted employees eligible under the Rehabilitation and Re-Employment Policy.

13.0 HEALTH INSURANCE PLANS

13.1 Regular Employees, Pensioners and Regular Employees Receiving Workplace Safety and Insurance Board Payments

Subject to the condition that employees enroll their spouse and dependent children, the Company agrees to pay 100 percent (100%) of the premiums for:

Exception: Regular part-time employees shall be eligible for Health Insurance Plan coverage. Such employees will be required to pay costs of premiums (except OHIP) based on hours not worked divided by the regular hours of the classification. If he/she elects not to pay, coverage will not be provided.

1. OHIP – Covers medical and standard ward hospital services.
2. Supplementary Plan – Covers semi-private hospital services.
3. Extended Health Benefit Plan – Coverage details are contained in the current brochure entitled “Extended Health Benefits for Hydro One Inc.”
4. Group Dental Insurance Plan – Coverage details are contained in the current brochure entitled “Supplemental Group Dental Benefits for Hydro One Inc. “

An employee may voluntarily discontinue coverage in plans 2., 3. and 4. Upon reentry, and depending upon the terms of each plan, a waiting period must be satisfied before services will be covered. This would not apply to changes relating to marital/dependents status.

Effective January 1 of each year of the collective agreement, dentist fees will be paid up to the amounts shown in the current ODA Fee Guide.

13.2 Probationary Employees

The Company will pay 100 percent (100%) of all claims and fees for all probationary and regular employees who are covered by the Semi-Private Hospital Accommodation Plan, Extended Health Benefits Plan and Dental Plan. Coverage will commence on the employee's Established Commencement Date and will cease on the employee's termination date.

The Company will pay 100 percent (100%) of OHIP premiums commencing the second month of employment.

14.0 PENSION AND INSURANCE

NOTE:

As a result of Re-Opener Negotiations and the subsequent Teplitzky Award dated June 15, 1998 and 2000 Negotiations, several revisions were made to the Ontario Hydro Pension Plan which were incorporated in the Hydro One Inc. Pension Plan.

The changes include:

Notional Account

In consideration for the Rule of 82, changes to indexing, and changes to survivor benefits each as described below, the Notional Account will be eliminated in respect of all members, former members and beneficiaries of the plan and the elimination shall be confirmed by the obtaining of all necessary orders (including an order varying the order of Mr. Justice Trainor dated November 4, 1991).

The union will take, on an expeditious basis, all steps as may be required in order to obtain the necessary orders and will support Hydro in any steps Hydro may be required to take. Each party shall bear its own costs.

Rule of 82

Effective July 1, 2000, any member who on the date of retirement is represented by the Power Workers Union may, on or after the first day of the month in which the sum of the member's age in years and years of continuous employment is equal to or greater than eighty two, receive a pension that is 100 percent of the member's earned pension computed in accordance with the rules of the pension plan, in particular, rule 6.

Indexing

Effective on the date the Notional Account is eliminated, the plan shall be amended, in respect of members and former members who immediately prior to termination of employment were members of the union, to increase pension benefits on January 1 of each year by 100 percent of the increase in the Consumer Price Index, up to a maximum of 8 percent per year. In the event that the increase in the CPI exceeds 8 percent, the increase shall be carried forward to future years. In the event that the CPI decreases, the percentage decrease shall be applied in determining subsequent increases in pension benefits. A decrease in the CPI shall not reduce pension benefits in payment.

Changes to indexing as described in this section are subject to the condition precedent that the Notional Account will be eliminated for all members and former members and confirmation thereof by order as set out above.

In the absence of such an amendment and elimination of the Notional Account, the pensions of members and former members who immediately prior to termination of employment were members of the union will be increased by 100 percent of the increase in the CPI effective January 1, 1999 and January 1, 2000 and the cost of such indexing shall be charged to the Notional Account in the same way as was done in respect of the increase on January 1, 1998.

Survivor Benefits

Effective July 1, 2000, pensions of survivors of members or former members who on the date their employment ceased were members of the union shall be based on 66 and 2/3 percent of the member's pension rather than 64 percent of the member's pension.

Contribution Holidays

The parties agree that they will jointly approach the Government of Ontario to amend the *Power Corporation Act* to permit the Corporation to take contribution holidays from April 1, 1998 to the earlier of the date the collective agreement expires or the date subsection 22(4) of the *Power Corporation Act* is repealed.

14.1 Changes to the Pension Plan

- 14.1.1** The present Hydro One Inc. Plan forms part of this Collective Agreement. The pension portion of the Plan is generally described in the current brochure "Your Hydro Pension Plan". Changes to the plan affecting employees within the jurisdiction of the Union shall be subject to the following:

1. Subject to 2, Hydro One Inc. shall not make rules which would change employee benefits unless upon mutual consent.
2. In the event of the enactment of any general pension legislation applicable to the employees of Hydro One Inc., amongst others, Hydro One Inc. may, after notification to the Union, effect amendment of the Hydro One Inc. Plan provided that the combination of benefits resulting from the Hydro One Inc. Plan as so amended and such legislation will not be less in the aggregate than the benefits now provided.

14.1.2 Pension items will be submitted at the time that regular amendments to the Collective Agreement are submitted and will be negotiated at the time of regular bargaining.

14.2 Pension Plan

14.2.1 The interest rate on contributions returned to terminated employees will be calculated as set out in the Hydro One Inc. Pension Plan.

14.2.2 Integration with Other Benefits: Pension disability to be discontinued upon implementation of LTD Plan. Those presently on pension disability to continue under the existing provisions.

14.2.3 In recognition of proposed benefit improvements the Union agrees that the value of any EI rebate shall accrue to Hydro One Inc.

14.2.4 Early Retirement – Without Discount

1. Effective January 1, 1981 employees with the following age/service combinations may retire early with no loss of accrued benefits:
 - Age 60 or over with 25 years' service.
 - Age 59 or over with 26 years' service.
 - Age 58 or over with 27 years' service.
 - Age 57 or over with 28 years' service.
2. Employees may retire without discount when their age and years of continuous service equals 82 or more.
3. Employees who do not qualify for an unreduced early retirement pension under 14.2.4(1.) or 14.2.4(2.) may retire without discount after completing 35 years of continuous service.

Early Retirement Discounts

Table 1		Table 2		Table 3	
All employees with 25 or more years' continuous service (except females hired prior to 1976)		All employees with 15 or more but less than 25 years' continuous service (except females hired prior to 1976)		Female employees hired prior to 1976 with 15 or more years' continuous service	
Age	Percent Discount	Age	Percent Discount	Age	Percent Discount
55	15	55	25	50	25
56	12	56	22	51	22
57	9	57	19	52	19
58	6	58	16	53	16
59	3	59	13	54	13
60	0	60	10	55	10
61	0	61	8	56	8
62	0	62	6	57	6
63	0	63	4	58	4
64	0	64	2	59	2
65	Normal Retirement	65	Normal Retirement	60-65	Normal Retirement

NOTE

The above factors apply to employees who do not otherwise qualify for undiscounted early retirement pension.

14.2.5 Early Retirement – With Discount

1. The early retirement discount factors shown in Table 1 are for employees with 25 or more years' continuous service (except females hired before 1976) who do not qualify for undiscounted early retirement pension.
2. All employees who terminate and vest their pension will be entitled to the same early retirement discount as set out under 1. above provided they had completed 25 years' continuous service by the date of their termination.
3. The early retirement discount factors shown in Table 2 apply to all employees who have 15 or more but less than 25 years' continuous service, except females hired before 1976.
4. The early retirement discount factors shown in Table 3 apply to all female employees hired before 1976 who have 15 or more years' continuous service and do not qualify for an undiscounted pension.

14.2.6 Transfer of Pension Credits Between Reciprocal Employers and Hydro One Inc.

Providing the reciprocal employers agree, the pension credits may be transferred to and from the reciprocal employer and Hydro One Inc. if the affected employees have fully vested their pension credits with the former employer and were hired by Hydro One Inc./reciprocal employer within three months of the termination date. This provision allows retroactive application.

14.3 Group Life Insurance

The present Life Insurance Plan of Hydro One Inc. forms part of this Collective Agreement.

14.3.1 At the time permanent wage adjustments to base annual earnings (as defined in the insurance plan) are implemented, adjustments will also be made in insurance coverage as follows:

1. If the change is effective on or between the first calendar and the first fiscal day of the month, eligibility is established for the given month.
2. If the change is effective on any other day of the month, eligibility is established for the next month.

14.3.2 Life insurance coverage of \$20,000.00 will be provided for employees who are required to work or travel in helicopters or aircraft. This coverage shall be in addition to the Group Life Insurance Plan.

14.3.3 Additional Employee, Spousal and Dependent Life Insurance

Effective July 1, 1994, eligibility under the Spousal Life Insurance Program in place as of April 1, 1994 will be extended to PWU represented employees. Effective July 1, 2001, eligible dependents will be eligible for life insurance coverage on the same basis as the Spousal Life Insurance Program at no cost to the Company.

At no cost to the employer, effective July 1, 2002, employees will have the option of purchasing additional term insurance in blocks of \$10,000 to a maximum of \$150,000 at rates established and with the conditions defined by the insurance company.

15.0 RETIREMENT

15.1 Bonus and Outstanding Vacation Payments on Retirement

1. An employee who has completed 10 years of continuous employment, shall be given, on retirement, a cash bonus equal to one month's pay. (In the case of a regular part-time employee, the one month's pay will be pro-rated as per Part A, Item 1.2.2.)

2. The employee on retirement shall also be given a cash payment for any outstanding vacation credits. The cash payment will be on the same basis as outlined in Part 'A', Section 6.6 – Vacation Payment on Termination.
3. If required by the Company to postpone his/her vacation for the year immediately prior to retirement, he/she shall receive a cash payment for that period. No payment shall be made for unused vacation for any other years.

15.2 Retirement While Ill

An employee who falls ill and is not able to return to work prior to the approved normal or early retirement date, shall, subject to approval by the Chief Physician, continue to be carried on the payroll as follows:

15.2.1 Sick Leave Grant Extends to or Beyond Retirement Date

If the sick leave grant carries the employee to or beyond the approved retirement date, the employee shall be retired upon being declared fit to return to work, or upon expiration of the sick leave grant, whichever comes first. The employee shall be given a cash payment in lieu of any outstanding vacation entitlement up to normal retirement date [see Subsection 15.1(2.) preceding], plus a bonus of one month's pay [if applicable, see Subsection 15.1(1.)].

15.2.2 Vacation Credit and Bonus Extends to or Beyond Retirement Date

If the sick leave grant expires prior to the approved retirement date, but part or all of the outstanding vacation credit (Part 'A', Section 6.6 – Vacation Payment on Termination) and bonus of one month's pay [if applicable, see Subsection 15.1(1.) preceding] carries to or beyond the approved retirement date, the employee shall be given a cash payment in lieu of any unused portion of:

1. The vacation credit accumulated up to the expiry of the sick leave; and/or
2. The month's bonus.

15.2.3 Sick Leave Grant, Vacation Credit and Bonus Expires Before Retirement Date

If the sick leave grant together with any outstanding vacation credit and month's bonus [where applicable, see the preceding Subsection 15.1(1.)] does not carry to the approved date, the case shall be referred to the Director of Health and Safety for a determination of the employee's eligibility for LTD.

15.2.4 Unused Vacation Credit for Preceding Year

An employee on sick leave grant which extends over the beginning of a calendar year may be allowed credit for any unused vacation for the preceding year, subject to the approval of the director, or official of equivalent or higher status with the concurrence of the Director of Health and Safety.

16.0 REDUCED HOURS OF WORK FOR EMPLOYEES WHOSE NORMAL HOURS OF WORK ARE 40 PER WEEK

Effective April 1, 1994, the base work week for 39.5 hour per week employees was reduced to 39.0 hours per week.

1. The normal scheduled and paid hours of work will remain at 40 per week.
2. Overtime rates will be paid for all hours in excess of normal scheduled hours.
3. This banked time may be taken on such days as the employee and his/her supervisor mutually agree upon following reasonable advance notice on the part of the employee.
4. Banked time may be taken off in a minimum of half-day (i.e., four-hour) increments.
5. Banked time accumulated in a calendar year must be taken by April 30 of the following year.
6. Where the employee is unable to reach mutual agreement with his/her supervisor to take his/her banked time entitlement (except when exhausting sick leave prior to LTD as noted in Part 'A', Item 12.2.1), unused banked time entitlement will be assigned on the last working day(s) prior to April 30.
7. Where an employee falls sick on his/her scheduled banked time off, that day will not be charged against his/her sick leave credits, but shall be treated as banked time off for pay purposes.
8. Banked time will not accumulate for any period of unpaid leave exceeding 40 consecutive scheduled hours. Scheduled days off will not be considered as breaking the consecutive nature of scheduled hours. Banked time will accumulate during a paid leave of absence and Pregnancy / Adoptive / Parental Leave.
9. When an employee terminates or when an employee is reclassified to a job where the normal hours of work are less than 40 hours per week, unused banked time will be paid off at straight time rates.

16.1 Alternate Hours of Work Arrangements

In the interests of promoting organization effectiveness whilst meeting the needs of employees, the local chief steward and the appropriate management designate may agree to Hours of Work Arrangements for a work group or crew other than the normal scheduled hours/days for purposes of using up banked hours only. Either party with reasonable notice may cancel or request a change to the hours of work arrangement. Where banking of time is the agreed upon arrangement, the provisions of 16.2 will apply.

The following organization effectiveness criteria will be considered to determine which hours of work arrangement including banking time is appropriate.

- (i) Where possible, hours should be arranged to allow more flexibility for employees
- (ii) Productivity levels overall will be maintained
- (iii) Cost effectiveness e.g. impact on overtime, staff levels
- (iv) Requirement for job coverage
- (v) Effective work flow and interface among work units
- (vi) Level of service to external and internal customers

16.2 Where an alternate hours of work arrangement has not been agreed to in 16.1, the employees will continue to work 40 hours per week, banking one hour per week at straight time subject to the following:

1. The normal scheduled and paid hours of work will remain at 40 per week.
2. Overtime rates will be paid for all hours in excess of normal scheduled hours.
3. Bearing in mind organization effectiveness and with reasonable advance notice on the part of the employee, this banked time may be taken on such days as the employee and his/her supervisor mutually agree. Banked time must be taken by April 30th of the following year.
4. Banked time for shift workers shall be rescheduled as part of the time balanced schedule. Should the parties affected by a particular schedule mutually agree otherwise, the banked days may be scheduled outside the shift schedule.
5. Banked time may be taken off in a minimum of half day (i.e. four hour) increments. By mutual agreement fewer hours may be taken off to accommodate abnormal situations.
6. Banked time will be calculated on a calendar basis. At that time bank time credits will be calculated and adjusted accordingly. Note: This represents a change in the period used for calculating banked time (i.e. from April 1 – Mar 31). Employees will not earn more or lose time as a result of this transition.
7. Where the employee is unable to reach mutual agreement with his/her supervisor to take his/her banked time entitlement (except when exhausting sick leave prior to LTD as noted in Part 'A', Item 12.2.1), unused banked time entitlement will be assigned on the last working day(s) prior to April 30.

8. Where an employee falls sick on his/her scheduled banked time off, that day will not be charged against his/her sick leave credits, but shall be treated as banked time off for pay purposes.
9. Banked time will not accumulate for any period of unpaid leave exceeding 40 consecutive scheduled hours. Scheduled days off will not be considered as breaking the consecutive nature of scheduled hours. Banked time will accumulate during a paid leave of absence, and pregnancy leave and parental leave.
10. When an employee terminates or when an employee is reclassified to a job where the normal hours of work are less than 40 hours per week, unused banked time will be paid off at straight time rates.
11. Within the calendar year, banked time may be taken off prior to it being earned. If an employee leaves a banked time arrangement having taken more time than time earned, the employee will pay back the unearned amount by one of the following methods:
 - i) vacation or floating holidays, and where applicable statutory holiday credit;
 - ii) payroll deduction – the employee may be required to provide written authorization for payroll deduction.

17.0 PAYMENT FOR ALLOWANCES

17.1 Temporary Instruction

17.1.1 Daily Allowance

An allowance of \$30.00 per day or part of a day will be paid to an employee withdrawn from his/her normal duties for up to a maximum of thirty consecutive working days, to prepare for and/or to deliver classroom instruction or group demonstration.

Instructors assigned beyond thirty consecutive working days will be compensated at the regular Training Technician rate (Grade 65, Step 3), or 6% more than the individual's normal base rate whichever is greater.

Temporary Instructor requirements anticipated to exceed five months in duration but not greater than eighteen months shall be posted as Temporary Instructor vacancies (as per Article 10). Compensation will be at the regular Training Technician rate (Grade 65, Step 3), or 6% more than the individual's normal base rate whichever is greater.

These training delivery opportunities will be distributed as equitably as possible based on the skills necessary to carry out the training.

Employees so appointed who are required to give instruction outside of normal working hours shall be paid for this time at the appropriate premium rate in addition to the allowance/rate.

This allowance would not apply to:

- preparing and/or presenting a segment of his/her routine safety meeting
- on the job training given by an employee
- those employees whose normal duties include instruction
- any supervisor who is not removed from his/her normal duties and who receives greater than 5 percent more than those he/she supervises
- normal journey person to apprentice relationships
- the evaluation of performance on a specific training project as in the Electrical Maintenance Training Program.

17.1.2 Weekly Allowance

Those employees who are appointed to instruct Controller/Dispatcher Trainee along with their regular duties shall receive \$50.00 per week bonus which is in compensation for the instruction and preparation of instruction material and for evaluating the performance and progress of the Controller/Dispatcher Trainee on a continuing basis of at least one week's duration.

Employees so appointed who are required to give instruction outside of normal working hours shall be paid for this time at the appropriate premium rate in addition to the allowance specified above.

This allowance does not apply to:

- on the job training given by an employee
- employees whose normal duties include instruction.

17.2 Part B Employees (Maintenance Trades)

17.2.1 Apprentices Attending School

Where an apprentice is required to attend a trades school in order to qualify as a tradesperson, or where it is clearly in the Company's interest to have the apprentice attend such a school, the apprentice will be granted a living allowance equivalent to 75 percent (75%) of his/her normal earnings in addition to any government grant, while attending a vocational or trades school under the Apprenticeship Act.

17.2.2 Field Allowance

A field allowance of \$25.00 per overnight stay will apply to all employees when working from bush camps or in northern communities in the Northeast and Northwest served by local diesel generation.

17.3 Part D Employees (Weekly Salaried)

17.3.1 Frontier Allowance

Regular weekly-salaried employees involved in construction who are absent from their headquarters for a period in excess of three consecutive weeks performing engineering and survey work in isolated locations in the Northeast and Northwest shall be entitled to a special 'Frontier' Allowance of \$5.00 per week for the full period worked.

17.3.2 Remote Northern Communities

An allowance of \$25.00 per overnight stay will apply to all regular employees in 'Protection and Control' when working in northern communities in the Northeast and Northwest served by local diesel generation.

18.0 HEADQUARTERS

18.1 General

Two classes of headquarters are established by the Company: work headquarters and residence headquarters.

18.2 Definitions

Work Headquarters – Regular: That location to which the employee normally reports in order to receive his/her daily work assignment or to perform his/her regular duties.

Work Headquarters – Temporary: The centre from which an employee is directed to work when carrying out all or part of his/her duties away from his/her regular work headquarters.

Residence Headquarters: The residence headquarters is that location within which or adjacent to which he/she is expected to reside or is assumed by the Company to reside for purposes of payment of allowances.

NOTE

The residence headquarters may or may not be the same location as the work headquarters.

Householder: Householder is defined as a person who maintains a complete dwelling.

18.3 Establishment of Headquarters

18.3.1 Work Headquarters

The Company may, at its discretion, establish work headquarters in any location for effective administration.

Notice Period – Overnight Absence at Temporary Work Headquarters: In the event an employee is assigned to temporary work headquarters and overnight absence is required, three working days' notice will be given. Notice will not be required where emergent conditions exist.

Penalty: Failure to provide notice as above will require payment of premium⁴ rates for work performed from the temporary work headquarters until the notice period has expired. This provision does not apply to travelling crews.

18.3.2 Residence Headquarters

The establishment of residence headquarters will be dependent upon the presence of adequate living facilities at that location.

Residence headquarters for employees with no spouse or dependents may be any location where there are boarding facilities either Company or privately owned.

Residence headquarters for employees with a spouse and/or dependents may be any location where there is housing accommodation whether it be Company or privately owned.

NOTE

Such accommodation must be one at which it is reasonable for the employee to reside.

Establishment of New Residence Headquarters: When a residence headquarters is established in a location which was not previously so designated, the human resources manager shall advise Labour Relations who, in turn, shall advise the Union.

NOTE

The Union need not be advised on individual moves from one established residence headquarters to another.

18.4 Change of Headquarters Upon Transfer

18.4.1 Advice of Headquarters

An employee shall be advised, when employed or transferred, of the location of his/her residence and work headquarters.

⁴ Time and one-half for two hours, double time for next four hours.

18.4.2 Notice of Transfer

When employees with more than one month's service are transferred and a change of residence headquarters is involved, a minimum of one month's written notice shall be given. This shall not apply in the case of an employee being transferred as a result of an advertised vacancy or as a result of the Worksite Redeployment clause of Article 11.0.

18.4.3 Duration of Stay in New Residence Headquarters

Householder: A change in residence headquarters will not be made for a householder unless it would appear that he/she will be located at the new residence headquarters for a period of at least six months.

Living in Trailers: For those employees living in household trailers, moves for lesser periods than six months may be authorized at the discretion of the division or region concerned, bearing in mind the distance and economics involved.

19.0 TRAVELLING TIME OUTSIDE NORMAL WORKING HOURS

When a supervisor directs employees to travel between one work centre and another work centre, they shall be entitled in any calendar day to payment for travelling at the appropriate premium rate in accordance with conditions governing overtime up to a maximum of the number of hours which constitute a normal work day subject to the following:

1. Overtime will be paid when employees are required to drive a Company vehicle outside normal working hours unless being used exclusively for their own personal transportation.
2. When travelling by public transportation, travelling time shall be considered to include waiting periods beyond the employee's control up to a maximum of five hours; both preceding, during and subsequent to the travelling period, but excluding meal periods (one hour each) occurring during the waiting period.
3. When a berth or overnight accommodation is allowed and available, compensation shall not be made between 2300 hours and 0800 hours, nor shall the time spent for noon and evening meals (one hour each) be subject to compensation.
4. Normally selection interviews are conducted during employee's normal working hours. However, where it is unavoidable, and an interview is scheduled outside an employee's normal working hours, additional payment will be made at straight time for each hour spent in interviewing or travelling up to a maximum of a normal day's basic pay for each day involved.

5. No compensation for travelling time outside the normal working hours shall be made in the following circumstances:
- (a) For the first three hours travelling time each way when directed by his/her supervisor to attend a training course away from his/her normal work headquarters for five days or more. Payment for periods beyond the first three hours will be at straight time rates up to maximum of a normal day's basic pay.
 - (b) For attendance at conventions (except where it is part of the employee's normal function).
 - (c) When a change of residence headquarters and related transfer is involved, the employee will normally travel during normal working hours without any loss of base pay. If the employee is required to travel on a regular day off, payment for travelling time will be made at straight time up to a maximum of the number of hours which constitute a normal work day.
 - (d) On periodic return to residence headquarters resulting from a permanent transfer, as outlined in Section 23.12.
 - (e) For a new employee reporting to some administrative centre or station for instruction or training before reporting for work at his/her new location.
6. Where the Company normally provides transportation facilities between residence headquarters and work headquarters for normal daily hours an employee required to work extension overtime will be provided free transportation to the residence headquarters.

NOTE

Equivalent time off without pay may be granted on the basis of an hour off for each hour spent travelling provided the workload permits.

20.0 COMPENSATION AT TEMPORARY HEADQUARTERS

During the term of this Collective Agreement, Management agrees it will not establish TWHQs that are less than 25 km from the regular work headquarters, with the following exceptions:

- 1. Within the Greater Toronto Area.
- 2. By mutual agreement between the Supervisor (FLM or Manager) and the PWU Chief Steward

It is understood that Management retains the right to deny employees the opportunity to commute to and/or from a TWHQ if there is a bona fide health and safety concern. Examples of such concerns are:

1. When the combination of work hours and commuting time would exceed 14 hours.
2. When there is extreme weather conditions.

20.1 Travel Outside of Residence Headquarters

When employees are directed to work at a temporary work headquarters which is outside of their residence headquarters, and when such headquarters is 50 kilometers or less from their residence headquarters, the employee will be eligible to receive the commuting expense outlined below. When the distance is greater than 50 kilometers the employee may wish to commute daily rather than remain at the temporary work headquarters. When commuting, the employee may claim a daily travel expense on the following basis:

1. Where the temporary work headquarters is 50 road kilometres or less from the regular work headquarters: – **\$40.00**.
2. Where the temporary work headquarters is greater than 50 road kilometres but less than 101 road kilometres from the regular work headquarters: – **\$60.00**.
3. Where the temporary work headquarters is 101 road kilometres or more from the regular work headquarters: – **\$90.00**.

Employees are required to be at their temporary work headquarters at normal starting time and remain until normal quitting time. Employees will normally arrange for their own transportation, however, employees being paid a daily commuting expense may be required to drive a Hydro One vehicle to the Temporary Work Headquarters rather than their own personal vehicle. In these situations, the employee is still entitled to claim the full daily commuting expense and transportation arrangements will be made to return them to their regular work headquarters. Any passengers are also entitled to claim the full daily commuting expense. The driver is not entitled to overtime payments.

Employees must inform their supervisor, prior to commencing the TWHQ assignment, whether they elect the daily travel expense or remaining at the temporary headquarters for TWHQ greater than 50 kilometers. Such elections are for a one week period or the duration of the TWHQ assignment if it is less than a full week. On an exception basis, and only due to extenuating circumstances, the employee can change his/her election. When this occurs, all that is changed is the daily travel expense (that is, one return trip) is exchanged for motel and meals (or vice versa) for each affected day. As well, on an exception basis, and only due to extenuating

circumstances, the supervisor can change the employee's election to take the daily travel expense. When this occurs, all that is changed is the daily travel expense (that is, one return trip) is exchanged for motel and meals for each affected day.

When employees elect to stay at the temporary headquarters as outlined above they shall be:

1. Paid for time spent travelling on the first trip when the work headquarters is changed and the last trip when he/she returns to his/her regular work headquarters.

While an employee is in receipt of benefits under Section 20.1, he/she will not be entitled to any of the provisions as set forth in 20.3.

20.2 Travel – Compensation When Assigned to Temporary Work Headquarters – Outside Residence Headquarters

It is often necessary for Company employees including those on transfer to work at temporary work headquarters which are at points distant from their residence headquarters.

Having due regard to the nature, importance, and length of the job and when practicable, the Company shall, within reasonable limits, reimburse the employee for expenses incurred in returning to his/her residence headquarters once each week. If an employee chooses to remain at the temporary work headquarters, the Company will pay the lesser of the cost of meals and accommodation or the cost of the return trip to his/her regular work headquarters.

This item does not apply to an employee in receipt of a daily commuting expense outlined in item 20.1.

20.3 Return to Residence Headquarters When Transferred to a Temporary Work Headquarters

Entitlement will be for the duration of the transfer (subject to postponement as per 20.6.2 below).

All travel time associated with return to regular headquarters will be outside the employee's scheduled hours of work. The employee will be entitled to payment for actual time spent travelling at straight time to a maximum of eight hours each way.

This item does not apply to an employee in receipt of a daily commuting expense outlined in item 20.1.

20.4 Assignments to Training Courses

Employees assigned to temporary work headquarters for training courses of five days or more will be compensated for expenses incurred in returning to his/her residence headquarters once each week.

No compensation shall be made for the first three hours of travelling time each way. Payment for periods beyond the first three hours will be at straight time rates up to a maximum of a normal day's basic pay.

This item does not apply to an employee in receipt of a daily commuting expense outlined in item 20.1.

20.5 Expenses – Outside Residence Headquarters

The Company shall assume, within reasonable limits, the cost associated with meals, travel and lodging while an employee is assigned to a temporary headquarters. Where possible, single room accommodation will be provided.

Board and lodging shall be supplied without charge if the employee is living in Company-operated quarters.

When employees are required to work away from their normal headquarters for three consecutive days or more in a week, they shall be entitled to claim \$20.00 in compensation for laundry and long distance telephone calls home.

This item does not apply to an employee in receipt of a daily commuting expense outlined in item 20.1.

20.6 Qualifications to Above Policy

The return trips mentioned in Section 20.3, will be granted subject to the following conditions:

20.6.1 Scheduling of Trips

Return trips to residence headquarters shall be made at times when service or apparatus will not be jeopardized thereby except in case of emergency such as illness in the family or other matters highly important to an employee.

The Company will schedule the trip to meet the needs of the majority concerned or by mutual agreement where the work of some employees is dependent on the assistance or presence of other employees.

20.6.2 Postponement of Return to Residence Headquarters

If, at the end of a week, when a return to residence headquarters would normally take place, it appears that the job will be completed on or before Wednesday of the following week, the return trip may be postponed until the job has been completed. If work is not planned on the weekend, the employee will have the option of remaining at the temporary headquarters or claiming the equivalent cost of staying at the temporary work headquarters and make his/her own arrangements.

20.6.3 Use of Company Vehicles

The round trip to residence headquarters must be made within the scheduled non-working period. It must be made in a Company vehicle whenever the services of a suitable vehicle are available.

When a suitable Company vehicle is available, employees who do not avail themselves of these facilities will not be reimbursed for transportation expenses. Those who remain at the temporary work headquarters will be treated as if they were at residence headquarters.

When transportation by Company vehicle is not provided, the equivalent of public transportation costs or the standard kilometre allowance, whichever is lesser, will be authorized by his/her supervisor for an employee who chooses to use his/her own car instead of public transportation for himself/herself alone or for carrying other employees as passengers.

This item does not apply to an employee in receipt of a daily commuting expense outlined in item 20.1.

20.6.4 Alternate Working Arrangements

In special cases when a temporary work headquarters is remote from public transportation, employees will be allowed to accumulate or “bank” overtime at straight time rates to a maximum of 40 hours in order to have extra time away from the job. Such permission shall only be granted when the majority of the affected employees agree. Each special case is subject to agreement between the PWU Executive Committee and Labour Relations.

When mutually agreed to by management and the local chief steward alternate hours of work (e.g. 7 days on 7 days off) may be established to allow employees to have extra time away from the job.

20.7 Alternative to Return to Residence Headquarters

The Company will consider paying travelling costs up to a maximum of the costs to residence headquarters when an employee wishes to go to some other location for personal reasons such as to join his/her family who are vacationing.

This item does not apply to an employee in receipt of a daily commuting expense outlined in item 20.1.

20.8 Travel Inside Residence Headquarters

When employees are directed to report for work at normal starting time at a temporary work headquarters which is within their residence headquarters, they will be paid a daily travel expense equivalent to the return road kilometres between the temporary work headquarters and the regular work headquarters, computed at the current standard kilometre rate. This travel expense will be paid each day

the employee works at the temporary work headquarters. In addition to this daily travel expense, the employee shall be paid for time spent travelling on the first trip when the work headquarters is changed and the last trip when he/she returns to his/her regular work headquarters. Trades and Protection and Control staff, whose regular work headquarters is within the city of Toronto, shall be eligible for the commuting expense outlined in Part A Item 20.1 when assigned to a temporary work headquarters within residence headquarters.

20.9 When employees are directed to work at a temporary work headquarters as in Section 20.8 and the Company provides a vehicle for daily transportation, the above daily travel expenses shall be reduced by 50 percent (50%).

21.0 METROPOLITAN TORONTO BOUNDARIES

For purposes of payment of travelling allowances the boundaries of Metropolitan Toronto, for Company purposes, shall conform to the Toronto metropolitan area boundaries as recognized by the municipalities constituting Metropolitan Toronto.

NOTE

This does not affect other special settlements relative to moving allowance, meals, etc., presently in effect within the metropolitan area of Toronto.

22.0 KILOMETRE RATES

Kilometre rates paid to employees using their automobiles on Company business shall be as follows:

1. The rate paid per kilometre is related to changes in the Private Transportation Index component of the Consumer Price Index of Canada.
2. The rate of .40 cents per kilometre will take effect on June 1, 2000.
3. Future increases of one cent per kilometre will occur with each additional ten percent (10%) point increase from the base figure of 31.5 (1992 CPI = 100) in accordance with the formula described in a letter of agreement between The Company and the Union dated May 25, 1983.
4. Conversion factor is 1 mile = 1.6 km.
5. A decline in the index below the level of a previously surpassed trigger point for two or more consecutive months will result in a reduction in the paid rate to the appropriate amount.
6. The effective date for any new kilometre rate triggered by this indexing formula will be the first of the month following the month in which the index is published.

7. The additional payment for hauling household trailers will be nine cents per kilometre. The payment for hauling smaller trailers (camper, ski-doo, boat, etc.) will be three cents per kilometre.
8. The above rates will apply on a province-wide basis.

As a condition of employment, the Company does not require anyone to own a car. When transportation is required, the employee may, with the Company's approval elect to use his/her own car at the approved kilometre rate but if he/she does not elect to use his/her own car or if he/she does not own a car, the Company will, if necessary, provide alternative transportation appropriate to the occasion. However, ownership of an appropriate driver's license may be a condition of employment in some situations.

23.0 TRANSPORTATION AND MOVING EXPENSES

23.1 General

Method of Transportation: The method of transportation and all expenses chargeable to the Company in moves of employees are subject to the control and approval of the Company.

Packing and Shipping Furniture: In view of the Company's willingness to pay for packing furniture, as well as transportation, employees usually will not be allowed time or travelling expenses to return from point of work in order to look after packing and shipping of furniture, subject to Subsection 23.5, Time Off For Move.

23.2 Notice of Transfer

Refer to Section 18.4.2.

23.3 Transfer of Temporary Employees

The Company will only pay necessary travelling expenses of temporary employees when they are moved from one location to another at the Company's request.

NOTE

The transportation of families and/or furniture of such employees will not be paid.

23.4 Appointment of New Probationary Employees

A new employee hired for a regular position in a location other than the point of hire will not ordinarily be recompensed for moving expenses.

NOTE

In exceptional cases, as part of the employment agreement, a director may pay all or part of the moving expenses of the employee and household to the location where the employee will be employed.

This rule applies to a new controller/dispatcher-trainee or a new apprentice who is being assigned to the first location.

NOTE

Costs of transporting the family of a controller/dispatcher trainee or of an apprentice to a new location during the training period will be paid, but costs of moving the household effects of a controller/dispatcher trainee or of an apprentice who is a householder will only be paid when they have attained two years' service or on the final move to a regular position.

23.5 Transfer of Regular Employees

The following instructions will apply to all regular employees subject to the following limitations: A controller/dispatcher trainee will be eligible when progressing satisfactorily with the training course, after the attainment of two years' service. Apprentices will be eligible upon successful completion of the learner stage of their development, i.e., when they become improvers. In the case of regular part-time positions, expenses for employees will be pro-rated based on the hours of the position into which they are moving except for moves governed by Article 11.20 in which case Part A, Item 23.0 applies in whole.

Householders: When the residence headquarters of a regular employee, who is a householder, is changed and the employee's work headquarters is moved 15 km further from his/her home and such employee has moved his/her household at least 15 km closer to his/her new work headquarters, the Company will pay the cost of:

NOTE

A householder is defined as a person who maintains a complete dwelling.

1. Transporting the employee and family.
2. The packing, freight or truck charges on household effects, among which will be included boats and second automobiles which are part of the personal effects of the employee.

NOTE

Items of this kind which are used for business farming or commercial purposes, as well as large boats such as houseboats which would require special transportation would not be included in moving expenses paid by the Company.

3. The cost of board and lodging for the employee's family while furniture is in transit.

Board and Lodging: The Company will also pay the expenses or board and lodging allowance for the employee as applicable under Part 'A', Section 23.15.

Part 'D', Job/Field Clerks: Moving expenses will only be paid when there is a minimum of six months' work available at an established work headquarters or on a special project for these employees who are householders.

NOTE

For regular employees living in household trailers, moves for lesser periods of time than six months may be authorized by the department head or construction manager concerned. In this connection the distances and economics must be carefully considered.

Incidental Out-of-Pocket Moving Expenses: Employees may claim a \$4,500 allowance for miscellaneous out-of-pocket expenses required by the move. The requirement for supporting receipts and taxability of the allowance will be governed by Accounting Service Procedures.

Lease Termination: The Company will pay up to the maximum of two months rent towards the actual cost in terminating a lease.

Time off for Move: If regular employees who are householders are required to move their household to new residence headquarters on a regular scheduled day of work, they shall be granted one day off with pay to assist in the move.

NOTE

Extension of this time off with pay will be at the discretion of the director concerned.

Non-householders: When the residence headquarters of a regular employee who is a non-householder is changed, the cost of transporting the employee will be paid. A director, at his/her discretion, may authorize actual moving expenses to a maximum of \$750.00 or a lump sum payment of \$750.00 towards the cost of moving personal effects, including furniture. No reimbursement will be made for incidental out-of-pocket expenses.

NOTE

This section does not apply to controller/dispatcher-trainees nor to indentured apprentices with less than two years' service.

Kilometre: All employees described under the Householders and Non-householders sections may be allowed the regular kilometre rate for driving the employee's car to the new location provided that such cost is not more than it would otherwise cost for transportation of the employee's family and for freight on shipment of the automobile.

NOTE

When the Company considers a preliminary trip to the new location is necessary for interview or for the employee to seek a house, the time, board and lodging and travelling expenses of the employee may be paid.

Legal and Real Estate Brokerage Fees: In addition to the provisions of the Householders and Kilometre sections, with the exception of employees and circumstances listed in Exceptions subsection below, regular employees who are householders, required by the Company to move their principal residence, shall be entitled to the following:

1. The Company will reimburse the employee up to \$3,500.00 for legal fees and disbursements actually incurred in selling the old residence and/or buying the new principal residence, (legal fees will be in accordance with a standard recognized scale and could include such items as land transfer tax, survey and legal fees associated with arranging or discharging a first mortgage and mortgage appraisal fees).
2. The Company will reimburse the employee for standard brokerage fees up to \$11,500.00 related to the sale of the old principal residence.
3. To qualify for payment of expenses involved in purchasing a new residence, the employee must give written notice at the time of his/her transfer that he/she intends to buy a residence.
4. If an employee sells a mobile home [i.e., a trailer designed and used exclusively as a residence which exceeds 2.6 metres (8.5 feet) in width or 10.67 metres (35 feet) in length], he/she is considered to have sold his/her residence.
5. When an employee's actual cost exceeds the maximum allowed in either 1 or 2 above the employee may utilize any surplus in the other item up to the maximum of \$15,000.

Exceptions: Any transaction which is not commenced within one year of the date of the employee's transfer. Extension of this time period shall be at the discretion of a director.

Moves resulting from a demotion for cause.

23.6 Housing Assistance Plan

Eligibility for the Housing Assistance Plan is conditional on the employee abiding by all the requirements of the Housing Assistance Plan as listed below:

23.6.1 Application

23.6.1.1 The housing assistance plan applies to regular employees eligible under Item 23.5 who are subject to a forced transfer or who have received a written declaration that they are surplus.

23.6.1.2 The provisions of this policy are only applicable to the principal residence of the employee, but do not cover other commercial (income producing) properties, cottages which are not the principal residence, farms, commercial real estate holdings, tenanted properties (e.g. duplex or triplex), mobile homes on leased land, or residences with urea formaldehyde foam insulation (UFFI) or properties as defined in Item 23.6.1.3.

23.6.1.3 It will be the prerogative of the Company to reject an employee's application for Housing Assistance if the property is not an acceptable risk, with free and clear title.

23.6.2 Purchase Guarantee

23.6.2.1 The Company will provide a purchase guarantee based on an appraisal of the property's current worth by a group of up to three appraisers, to be selected by mutual agreement between Corporate Real Estate and the employee. The appraisals will be done at a time that is convenient to the employee and his/her family. Individual appraisals provided to the Company by the realtors/appraisers will not be disclosed to ensure objectivity for current and future appraisals.

23.6.2.2 The Company will not request appraisals until the employee is ready to list his or her house in the marketplace, providing this is within one year of the employee's transfer to the new work location, and the employee is prepared to abide by Subsection 23.6.2.4 and Subsection 23.6.3.1.

23.6.2.3 The employee must accept or reject the Company's Purchase Guarantee within five working days of its receipt. If the employee rejects the Purchase Guarantee, the Company has no further responsibility with regard to Housing Assistance or the Purchase Guarantee, however, the employee will still be entitled to the other relocation assistance benefits including 23.6.5.3.

23.6.2.4 If the employee wishes to participate in the Housing Assistance Plan, the employee must not list the property for sale until the Purchase Guarantee has been accepted.

23.6.3 Listing of Property

23.6.3.1 If an employee chooses to participate in the Housing Assistance Plan, by accepting the Purchase Guarantee, the employee will immediately list the property for 90 days on MLS (where such service is available) at a price not exceeding 107% of the guaranteed price.

23.6.3.2 Under the Housing Assistance Plan, the Company purchases an employee's principal residence in the former location at market value, if the employee is unable to sell it within 90 days. The house may be purchased by or turned over to the Company after 30 days if the house is vacant and the employee agrees with this action. The employee must put in writing that no real estate fees will be paid if the property is purchased by the Company.

23.6.3.3 The employee will retain the right to sell to a third party until such time as the property is purchased by or turned over to the Company for resale.

23.6.3.4 In order to assist the employee to dispose of the property expeditiously and at a fair market value, the employee must notify the Employee Relocation Administrator of all offers to purchase during the listing period. The Company may ask the employee to accept an offer which is lower than the Purchase Guarantee, whereupon the employee will be compensated for the difference between the Company's Purchase Guarantee and the amount of the offer. The employee's acceptance of any offer less than the Company's Purchase Guarantee is not mandatory and the employee will retain control of the sale of the residence throughout the listing period. All offers to purchase will be held in confidence by the Employee Relocation Administrator.

23.6.4 Sale of Property by the Company

23.6.4.1 The employee must be prepared to sign power of attorney authorizing the Company to sell property on the employee's behalf on the first day following the 90 day listing period. If the employee will be unable to vacate the premises at that time, the Employee Relocation Administrator must be notified.

23.6.4.2 The Company will pay to the employee the difference between the value of the property to the Company (Purchase Guarantee) and all existing encumbrances, including the advance of equity when the house is turned over to the Company or at the end of the 90 day listing period, whichever comes first.

23.6.4.3 When an employee applies for assistance under this procedure, he or she must declare under oath, if required by the Company, all encumbrances of any nature or kind whatsoever, including executions, chattel mortgages, and notices of conditional sales contracts which the employee is obliged to pay.

23.6.4.4 In consideration of the payment to the employee of the amount established in Subsection 23.6.4.2, the employee will complete a deed of sale of the property, conveying the same by good and marketable title, but subject to all existing encumbrances, to the Company or its nominee.

23.6.5 Advance of Equity

23.6.5.1 In order to provide the employee with funds for a deposit or down payment on a residence at the new location, an advance of up to 100% of the employee's equity (Purchase Guarantee minus encumbrances) in the employee's principal residence at the former location may be loaned to the employee by the Company.

23.6.5.2 If the employee accepts the Company purchase guarantee and sells his/her principal residence during the 90 day listing period, he/she is responsible for repaying the Advance of Equity to the Company within five working days of the closing date of the sale of the former residence. Failure to do so will activate the appropriate interest charges to the employee based on the Treasury Division's Published Interest Rate Schedule (employee housing loan five-year term) in effect on the closing date of sale. It is the employee's responsibility to repay the Advance of Equity to the Company within five days of the sale of the former residence, or within 90 days from the date of issue of the Advance, whichever comes first.

23.6.5.3 An employee who rejects the Company's Purchase Guarantee, may take advantage of the Advance of Equity option. If the former principal residence is not sold within 90 days of the date of issue, the employee must pay interest to the Company at his/her own expense commencing on the 91st day. The interest rate will be based on the Treasury Division's Published Interest Rate Schedule (employee housing loan five-year term) upon the expiration of the 90-day period. It is the employee's responsibility to repay the Advance of Equity to the Company when the former residence is sold, or within 180 days (six months) from date of issue of the Advance, whichever comes first.

23.6.6 House Evaluation and Guarantee Plan

Upon subsequent transfer within the Company, an employee will be guaranteed his/her purchase price up to a maximum of four times his/her base salary at the time of the transfer (plus or minus \$3,000 for improvements or damages to the property). This guarantee will be for a period of ten years from the date of purchase. Improvements must be verified by receipts and do not include normal painting, decorating and maintenance costs. An employee may not sell his/her house for less than the guaranteed amount without the consent of the Company.

If an employee contracts to have a house built in the new location, the Employee Relocation Administrator, Corporate Real Estate, must arrange for an appraisal of the new principal residence upon completion to establish the "guarantee amount".

If an employee who is eligible for the House Evaluation and Guarantee Plan rejects, or does not qualify for, the Company's Housing Assistance Plan, the following stipulation will apply. The employee must not sell to a third party for a price less

than the employee's original purchase price, unless the sale price is approved by the Employee Relocation Administrator, Corporate Real Estate.

The price level guaranteed by the House Evaluation and Guarantee Plan will be modified downwards in the event of a significant reduction in the level of real estate prices throughout Ontario.

23.7 Transfer of Regular Employees – Staff Reduction and Recall Procedure – PWU Agreement – Article 11

No moving expenses will be paid for an employee being recalled to a vacancy.

Recall shall include employees who are reclassified from a lower classification to their original classification as well as employees who have terminated employment and are recalled.

When regular employees who, with the approval of the region or division are occupying a house or a trailer on Company property or a site under control of the Company, become surplus and are unable to transfer under Article 11 but are laid off, they shall, if required by the Company to move, be reimbursed under Section 23.5 or 23.7, whichever is applicable, in an amount equal to the cost of a move back to the regional office or to the actual location to which the employee desires to move, whichever is the lesser.

23.8 Use of Trailers

Special Trailer Allowance: Regular employees entitled to moving expenses who are moving to sites that do not have convenient facilities for parking household trailers will be entitled to a special trailer allowance of \$150.00. Such facilities include blocking up of trailers, hook-up of water, sewage, electricity and the like.

NOTE

Employees moving to established trailer parks, either privately owned or on Company property, will not be entitled to this special allowance.

At Temporary Headquarters: Regular employees who desire to live in a trailer while working away from their residence headquarters may do so with the approval of the department head.

When moving the trailer from one temporary location to another temporary location, the employee will be allowed the cost of only public transportation unless the employee is using his/her car for Company purposes, in which case the standard kilometre rate will be allowed.

At Residence Headquarters:

1. When a regular employee lives in a trailer and moves it to the new residence headquarters by car, payment shall be:
 - (a) In addition to the authorized car kilometre rate, a sum equal to nine cents per kilometre for moving by the shortest practical route between the two residence headquarters.
 - (b) Normal living expense en route for the employee and immediate family.
 - (c) The special trailer allowance of \$150.00 will be paid.

NOTE

Incidental out-of-pocket moving expenses will not be paid.

2. When an employee lives in a trailer but does not own a car or feels that the car is not suitable to pull the trailer:
 - (a) The Company will arrange for the moving of the trailer by the most economical method.
 - (b) The employee will be responsible for arranging a new location for the trailer.
 - (c) The employee and/or family will not occupy the trailer while in transit.
 - (d) Transportation expense will be supplied in the same manner as if the employee were moving from one house to another except that incidental out-of-pocket moving expenses will not be paid.
 - (e) The special trailer allowance of \$150.00 will be paid where applicable.
3. When an employee who lives in a trailer, decides to live in a house at the new location:
 - (a) Personal effects and furniture excluding the trailer will be moved.
 - (b) The employee and family will be supplied transportation in the usual manner.
 - (c) The employee may claim a \$4,500 allowance for miscellaneous out-of-pocket expenses required by the move. The requirement for supporting receipts and taxability of the allowance will be governed by Accounting Service Procedures.
4. When an employee who lives in a house decides to live in a trailer at the new location, payment shall be either:

- (a) Moving expenses for furniture and family, but not trailer, if the employee desires the furniture shipped, or
- (b) Expenses as outlined in residence headquarters Subsections 1. and 2., if furniture is moved in the trailer.
- (c) The special trailer allowance of \$150.00 will be paid where applicable, but the disturbance allowance will not be paid.

NOTE

The Company will not accept responsibility for any damage to an employee's trailer and/or contents while in transit under any of the circumstances mentioned in Subsection 1.5.

23.9 Transfer to Non-Supervisory Vacancies: Other Positions

Where management requests an individual employee to submit his/her application to a "Non-Supervisory Vacancy: Other Positions" to a particular location, moving expenses as outlined in Subsections 23.5 and 23.7 will be paid.

The payment of moving expenses to employees who are being transferred at their request and entirely for their own accommodation will be at management's discretion.

23.10 On Retirement

A regular employee on retirement shall be reimbursed under Subsection 23.5 or 23.7, whichever is applicable, in an amount equivalent to the cost of the move to any location in Ontario in which the employee desires to settle if:

- 1. A house or trailer is occupied on Company property or a site under the Company's control; and
- 2. The Company requires the move.

23.11 Allocation of Moving Expenses

When an employee is moved from one location to another, the expenses involved shall be charged to the location to which the employee is moved except in the case of a move of a retiring employee occupying a Company-owned house. In this instance the expenses shall be charged to the residence headquarters at the time of retirement.

23.12 Return to Residence Headquarters on Permanent Transfer

An employee permanently transferred to a new residence headquarters will be reimbursed for expenses incurred in returning to his/her old residence headquarters once each week until he/she moves his/her family to the new location. The maximum period of entitlement will be four months from the date of transfer to the new residence headquarters unless extension is authorized by the appropriate director.

Entitlement shall cease when the employee moves his/her family to the new location.

All travel time associated with the return to residence headquarters will be outside the employee's scheduled hours of work.

The employee will not be entitled to claim payment for travel time.

23.13 Conditions of Return Trip

The return trips mentioned in Section 23.12, will be granted subject to the following conditions:

23.13.1 Scheduling of Trips

Return trips to residence headquarters shall be made at times when service or apparatus will not be jeopardized thereby except in case of emergency such as illness in the family or other matters highly important to an employee.

The Company will schedule the trip to meet the needs of the majority concerned or by mutual agreement where the work of some employees is dependent on the assistance or presence of other employees.

23.13.2 Use of Company Vehicles

The round trip to residence headquarters must be made within the scheduled non-working period. It must be made in a Company vehicle whenever the services of a suitable vehicle are available.

When a suitable Company vehicle is available, employees who do not avail themselves of these facilities will not be reimbursed for transportation expenses. Those who remain at the temporary work headquarters will be treated as if they were at residence headquarters.

When transportation by Company vehicle is not provided, the equivalent of public transportation costs or the standard kilometre allowance, whichever is lesser, will be authorized by his/her supervisor for an employee who chooses to use his/her own car instead of public transportation for himself/herself alone or for carrying other employees as passengers.

23.14 Alternative to Return to Residence Headquarters

The Company will consider paying travelling costs up to a maximum of the costs to residence headquarters when an employee wishes to go to some other location for personal reasons such as to join his/her family who are vacationing.

23.15 Board and Lodging

23.15.1 General

The payment or nonpayment of board and lodging (or living-out allowance in lieu thereof) shall be predicated on separation or non-separation from the employee's Residence Headquarters as defined in Part 'A' Item 18.0.

NOTE

No free board and lodging shall be given to employees while they are located in their residence headquarters except where camp facilities are provided.

When Applicable: Board and lodging allowance is only applicable when the employee is absent from residence headquarters for more than one month.

For periods of time up to one month, the employee is entitled to submit an expense report for actual expense incurred.

23.15.2 Rate of Allowance

The board and lodging allowance shall be \$45.00 per day.

Statutory Holidays and Vacation: Board and lodging will be allowed for statutory holidays.

During annual vacation period, lodging expenses only will be allowed, whenever it is necessary for the employee to retain this lodging for use after vacation, and approval has been obtained from the department head.

NOTE

If, under certain circumstances and local conditions, the standard rate is considered inadequate, and it would result in undue hardship to the employee, a higher weekly limit, commensurate with existing conditions, may be set with the approval of the vice-president or the general manager concerned. In this case, the request must be supported by vouchers.

23.15.3 Absence from Residence Headquarters

Board and lodging shall be supplied without charge if the employee is living in Company-operated quarters.

Employees are eligible to claim \$20.00 in compensation for laundry and long distance telephone calls home when away from their normal headquarters for three consecutive days or more in a week, in addition to actual expenses claimed or any board and lodging allowance received due to a change in residence headquarters in accordance with 23.16.

23.16 Change of Headquarters

23.16.1 Regular Employees – Householders

A regular employee shall be paid expenses up to a maximum period of four months as follows:

Actual expenses for up to one month from the date of actual transfer to the new location, and thereafter the standard board and lodging allowance until the time the household is moved to the new location.

NOTE

Such an employee must be a householder and entitled to the payment of expenses as outlined in Part 'A' Item 23.0.

Extension of Allowance: Payment of any allowance beyond the period of four months must be authorized by the appropriate director.

Eligible Employees: Payment of this allowance will be made only to an employee who indicates an intention to move to the new location.

If the employee fails to move within the time limit, any cash allowance paid in lieu of board allowance shall be recovered by the Company unless the reasons for not moving were beyond the control of the employee and/or the employee actually did board in the new location during this period.

23.16.2 Non-householders

An employee who is a non-householder shall be permitted actual expenses to a maximum of up to one month, after which no allowance will be made.

23.17 Apprentices

If transferred to a new headquarters upon completion of the training course, the apprentice shall receive allowances as provided for a non-householder in Section 23.16.2.

24.0 PROMOTIONS

Promotion means a change to a new job which carries a higher maximum salary schedule rate (base rate) or a higher salary grade resulting from an increase in job demands and responsibilities within a job. (See also definition in Article 10.1.5 (C))

24.1 Part D (Weekly Salaried)

24.1.1 Promotion Rule

Object: The object of the rule is to ensure, on promotion, an increase in salary to compensate for an increase in job demands and responsibilities.

1. On promotion, the employee's rate is to be set at the lowest progression step (in the salary grade for the job) which will give a minimum increase of three percent (3%) above the employee's existing basic rate.
2. In the case of single grade promotions (or the equivalent under Pay Equity) the following will apply:
 - If at step 1 of the current grade, go to step 1 of the next grade.
 - If at step 2 of the current grade, go to step 1 of the next grade.
 - If at step 3 of the current grade, go to step 2 of the next grade.
3. In cases where 24.1.1(2) does not result in at least a three percent (3%) increase, a rate that reflects not less than a three percent (3%) increase from their current rate will be paid. This interim rate will continue in effect until the next anniversary date at which time the employee will resume his/her place on the current salary schedule. This rate will be the next step in the salary grade which guarantees an increase of at least one and one half percent (1.5%) from the interim rate.

NOTE

An employee who is affected by such an "off-schedule" rate will be affected only once during his/her progression to the top step of his/her job. In no case will the rate be more than the maximum rate for the job grade.

24.1.2 Payment of the Salary Grade for the Job

On promotion, the employee will be placed directly in the salary grade for the job, except in training situations under the Clerical-Technical Plan (where an employee may be advanced gradually through the appropriate training job levels to the terminal job grade). He/she will be granted the progression step required by the promotion rule, except where a higher progression step is being granted for previous experience (Subsection 24.1.5).

24.1.3 Promotion from Hourly-Paid to Weekly-Salaried Jobs

The promotion rule applies in the case of an hourly-paid employee being promoted to a weekly-salaried job.

The rule does not apply in the case of a weekly-salaried employee being promoted to an hourly job.

24.1.4 Payroll Rates in Excess of Approved Job Grades

When an employee is being paid a special rate (such as results from restructuring of jobs, retrogression, implementation of new salary plan, or salary guarantee) which exceeds the appropriate rate for the job he/she holds, he/she should on promotion:

1. Continue to be paid the special rate, or
2. Be paid the progression step resulting from application of the promotion rule to the appropriate progression step in the approved grade of his/her former job, whichever is higher.

24.1.5 Previous Experience

Where an employee being promoted has had previous applicable experience in a higher level job but was demoted for reasons other than cause or inability, a higher progression step than is indicated by the promotion rule may be chosen by the Company.

24.1.6 Relief Situations

In relief situations where less than the normal duties are being performed and a lower salary grade has been established for the relief period, the promotion rule will be used to establish the appropriate progression step or off-schedule rate in the lower salary grade.

24.1.7 Progression Following Promotion

Progression dates shall be calculated from the date of appointment or promotion date to the position. Subsequent salary adjustments shall occur at 12-month intervals from the appointment or promotion date.

25.0 JOINT COMMITTEES

25.1 Joint Pension Committee

1. **Scope:** To monitor the administration and the financial status of the Pension Plan covering all plan members and to recommend changes as set out below:
2. **Personnel:** The “Joint Pension Committee” shall meet at least twice a year or as requested by either party and shall consist of the following members:
 - three PWU members
 - three Company management members

Each party will have the right to have a reasonable number of resource personnel attend the meeting.

The chair will rotate between Hydro One Inc. and PWU, one meeting each.

Every effort will be made to reach unanimous decisions. In the event that a unanimous decision cannot be reached, decisions will be by a vote of a majority of members representing both PWU and the Company.

3. **Function:** In an advisory capacity with access to the necessary information: (This is limited in that it does not apply in respect of information as to the service, salary, pension benefits or other personal information related to any specific person without that person's prior consent.)

Pensions

- (a) Monitor Hydro One Inc.'s administration of the Pension Plan as established under associated regulations and rules, and applicable legislation.
- (b) Make recommendations respecting the administration of the Pension Plan.
- (c) Promote awareness and understanding of the Pension Plan on the part of Plan members.
- (d) Review the Company's approved annual financial statements and investment performance.
- (e) Review the Company's approved Actuarial Valuations of the Pension Plan and discuss the need for assumption changes.
- (f) Identify potential benefit changes and discuss cost and other implications. Committee recommendations for benefit level changes will be subject to ratification of the respective parent bodies.

Life Insurance

- (a) Review the financial position, premiums and taxable benefits of the life insurance provisions of the Plan.
- (b) Identify potential benefit changes and discuss cost and other implications. Committee recommendations for benefit level changes will be subject to ratification of the respective parent bodies.

25.2 Joint Health and Safety Consultation

The parties will consult regularly on corporate level employee health and safety matters. The following two joint committees will be established to facilitate this consultation.

25.2.1 Joint Health and Safety Policy Committee

The Joint Health and Safety Policy Committee provides a forum for the parties to consult regularly on corporate level employee health and safety matters.

1. Goal

To participate in the formation of health and safety strategy and policy by providing information and opinion from the Union to the Company's executive on employee health and safety.

2. Personnel

Two Management Representatives

Two Power Workers' Union Representatives

Two Society Representatives

The Chair will rotate between Management, Society and Power Workers' Union

3. Function

(a) Identify problems and issues of Company significance which have not been resolved in the Joint Health and Safety Working Committee.

(b) Review proposed initiatives and advise the corporate executive.

(c) Provide direction/assignment/scope of project initiatives to the working committee or adhoc committees for execution.

(d) Evaluate existing policy and advise the corporate executive on recommended changes. This function applies particularly to safety rules and work protection code.

(e) Develop Joint Policies on Health and Safety

i) Authority to Stop Work

(f) The committee will meet two times per year or as mutually agreed.

25.2.2 Joint Health and Safety Working Committee

The Joint Health and Safety Working Committee represent Management, Society and PWU members within Hydro One.

1. Goal

(a) Provide recommendations to assist the Health and Safety Division in the development, promotion, implementation and evaluation of Hydro One employee health and safety policy and programs.

2. Personnel

Three Management Representatives
Three Power Worker Representatives
Three Society Representatives
The Chair will rotate between Management, Society and Power Workers Union.

3. Function

- (a) Participate in the identification of problems and issues of Company significance in employee health and safety policy and practice.
- (b) Participate in the development, promotion and implementation of Company health and safety programs.
- (c) Study, develop and make recommendations for changes to the corporate safety rules and work protection code. This function can be delegated to an ad hoc group.
- (d) The committee will normally attempt to resolve issues of mutual interest before seeking intervention by senior management or the Joint Committee on Health and Safety.
- (e) The committee will meet quarterly or as mutually agreed.

25.3 Joint Trades Classification Committee

A joint committee shall be established on the following basis:

- 1. **Name:** Joint Trades Classification Committee.
- 2. **Personnel:** Maximum of three appointees from each party.
- 3. **Function:** To study and formulate descriptions and duties of all hourly-rated and weekly-rated trade classifications on wage schedules 24, 25, 27, 31, and 32, presently not included in Mid-Term Agreement MT-4, but not to produce a job evaluation or ranking system.

The committee will commence its work within one month after the settling of the 1972 Collective Agreement and shall meet regularly until the task is completed.

- 4. **Limits of Authority:** The committee shall work within the recommendations, preamble and occupational format agreed to previously.

The results of this committee's activity shall be subject to acceptance and ratification by the Union and the Company at the negotiating level.

5. A copy of all occupational definitions will be made available to each employee through his/her contact supervisor.
6. The Joint Trades Classification Committee shall ensure that duties for trades jobs are defined. Their focus will be on the development of documents describing job duties, and will not consider or establish compensation for these jobs. There is a need for direct line management involvement to determine current and future duties. The Committee should also work towards developing a system which will allow definitions/documents to be produced quickly and easily to facilitate responsiveness to changing needs.

25.4 Joint Diversity Committee

1. **Objectives:** (a) To provide a joint forum for work on Corporate Employment Equity, Human Rights and Diversity policies, and/or associated Corporate issues. (b) To participate in making and bringing forward recommendations and providing advice to the Vice-President, Corporate Human Resources on Corporate policies and plans impacting on equity in the workplace and Corporate issues arising from the Employment Systems Review. (c) To participate in making and bringing forward recommendations to the PWU Executive on equity issues in the workplace which fall within their jurisdiction.
2. **Personnel:** The committee will be structured to provide two Company representatives and two Union representatives. Each party is entitled to one alternate.
3. **Function:**
 - 3.1 Meet and exchange information regularly to ensure that the committee is informed of progress on initiatives undertaken by the Corporation and the Union. Each party will identify and bring forward emerging Corporate issues for discussion.
 - 3.2 The committee will work together to formulate recommendations by:
 - (a) Working to meet the work program deliverables as identified below within required timelines.
 - (b) Discussing options and their impacts in meeting the work program deliverables (including obtaining input through consultative forums – see below).
 - (c) Attempting to agree on recommendations acceptable to all parties and for delivery to the Vice-President, Human Resources and/or the PWU Executive where appropriate.

3.3 Where agreement cannot be achieved, each party will communicate expeditiously their position to the Vice-President, Human Resources before Corporate decisions are made.

4. **Work Program** – to be established annually.

5. **Responsibilities:**

5.1 **Consultative Forum** – To provide input to the committee on work program deliverables as follows:

- (a) Management members will ensure input is received from line management and non-represented staff members.
- (b) The Union members will ensure input is received from their constituencies.
- (c) The committee will also seek input from advocacy groups and designated group members on issues as required.

5.2 **Support Resources** – Committee to determine needs (administrative, research, preparation, etc.) and arrange as required. Treatment will be as per the collective agreement.

5.3 Management is responsible for time and expenses, except for union staff time, associated with the work program of this team.

5.4 At the end of each year, the parties will review the Terms of Reference and make recommendations for the coming year.

25.5 **EHB/WSIB/LTD Committee**

The Committee would be comprised of:

- Power Workers' Union
- Health Services & Rehabilitation
- Compensation and Benefits Department

A. To review existing and future LTD applications to ensure they are receiving the required medical attention and the possibility of returning them to the workforce.

Terms of Reference:

- 1.0 Develop a questionnaire for employees not in receipt of CPP disability.
- 2.0 Review returned questionnaires to determine if any employees can be placed on immediate vocational rehabilitation.

- 3.0 Determine if an independent medical evaluation is required before attempting vocational rehabilitation.
 - 4.0 Review existing procedure for LTD applications.
 - 5.0 Develop a roster of physicians to use in the process.
 - 6.0 Forward recommendations for process improvements to Director, Compensation and Benefits/Chief Physician.
- B. Review/Update – To meet, on a regular basis (e.g. semi-annually), to discuss and/or resolve issues associated with the following processes:
- (a) Long Term Disability
 - (b) WSIB
 - (c) Sick Leave
 - (d) Drug Formulary

25.6 Joint Employee and Family Assistance Committee

1. **Goal:** Provide recommendations to assist the Company and the Union in the development, implementation and evaluation of employee and family assistance policy and programs.
2. **Personnel:**
 - (a) Chair: The Chair shall rotate on a yearly basis.
 - (b) Members:
 - Representative from the Company
 - Two (2) PWU representatives and one staff advisor.
 - (c) Secretary: The secretary shall be supplied by the Company.
3. **Function:**
 - 3.1 Participate in the identification of problems and issues of significance in employee and family assistance policy and practices.
 - 3.2 Participate in the development, promotion and implementation of employee and family assistance programs throughout the province.
 - 3.3 On an ongoing basis study, develop and make recommendations for change to the Company employee and family assistance program. This function can be delegated to the sub-committee by mutual agreement.
 - 3.4 The committee will normally attempt to resolve issues of mutual interest before seeking intervention by the Senior Joint Union/Management Committee.

25.7 Controller/Dispatcher Consultative Committee

The Controller/Dispatcher Consultative Committee, established in 1954, shall continue to act under the following terms:

1. Personnel:

Maximum of three appointees from each party.

2. Function:

To act as a liaison between the Company and the employees in the field for the purpose of exchanging information relating to changing conditions as they affect controller/dispatchers.

To discuss mutual operating problems of a general nature which arise from time to time.

Any program developed by the Company to establish standards of qualifications for operating positions will be a matter of Union advisement as to progress and discussion.

The committee may be convened at approximately three-month intervals to deal with agenda submitted by either the Union or the Company and acceptable to both parties as being within the scope of the committee's function.

3. Limits of Authority:

It is understood that this committee will meet to discuss general operating problems of common interest to the Union and the Company and shall not have bargaining power or authority to amend existing policy, or interpret collective agreements. Any recommendations which arise as a result of discussions shall be presented separately to the Union and to the Company by their respective members.

26.0 DISTRIBUTION OF AGREEMENT AND WAGE SCHEDULES

This Agreement shall be printed as soon as practicable after the date of signing and made available by the Company to the Union in sufficient quantities for distribution to its membership.

27.0 TIME CHARGES – UNION ACTIVITIES

27.1 Time Charges and Expenses – Union Representatives

Time off and expenses for Union officers will be granted in accordance with Mid-Term Agreement MT-3.

27.2 Time Charges for Employees On Union Business

When the time of employees on Union business is payable by the Union, such time shall be charged at normal rates of pay. The normal payroll burden without the administration charge of ten percent (10%) will be applicable only for Union releases in excess of five consecutive days.

27.3 Roles and Responsibilities of Chief Stewards

As Hydro One Inc. evolves into the new regulated and competitive marketplaces, it is important that the Company leverages its position by defining as clearly as possible Principles to anchor the relationship between the elected PWU representatives and Management.

- (i.) Mutual Recognition of Respective Roles and Responsibilities
 - A recognition that the Chief Stewards provide an important role in the success of the Company.
 - A recognition that Chief Stewards are Hydro One employees as well as PWU representatives.
 - As time away from the job increases, loss of skills may be an issue. As such, the Company will provide reasonable re-training to replenish these skills.
 - It is recognized that there will be differences between the Parties. In these cases, respective opinions can be expressed, however, they should be communicated in a professional manner.
- (ii.) Chief Stewards are accountable for their time.
 - It is understood that Chief Stewards will be required to be away from their Company job.
 - Time away from the job will be dependent upon the Chief Stewards' specific issues, number of committees, size of membership, geographical factors, etc.
 - Chief Stewards have an identified supervisor. As in any employee-supervisory relationships, the Chief Steward will advise their supervisor as to what activities they will be involved in, in generic terms (some issues are confidential). They will have vacation days approved and sick days reported.
 - Chief Stewards should schedule their PWU activities with consideration for their Company job. Any unallocated time will be spent performing their Company job.
- (iii.) Chief Stewards play an important role in Communication.
 - Where feasible, joint communications are encouraged for initiatives that affect PWU employees.
 - Joint training is encouraged in roll-out initiatives that impact PWU employees (e.g. Gainsharing, collective bargaining roll-out).

- Consistent messages are important.
- There will be a need to review these principles.

28.0 EYE PROTECTION

Approved eye protection shall be supplied to individual prescription to all employees who normally wear glasses and are required to wear eye protection for an appreciable amount of time in the performance of their duties.

29.0 PERSONAL TOOLS

29.1 General

Employees in trade categories and designated weekly-salaried categories will provide at their own expense, the ordinary hand tools of the trade. These tools are listed in the appropriate occupational definition/job document and must be of at least industrial quality, which permits employees to perform their work safely, efficiently and to the standard ordinarily demanded in any given trade. (Owing to the marked differences in the nature of work performed by employees who are classified in the same trade category, it is unreasonable to expect a tradesperson to possess or have on the job, every tool listed for his/her trade. Learners and Improvers must acquire any of the tools listed as and when his/her work demands their use. Employees are encouraged to buy tools which carry a lifetime guarantee.) Tools which are required for equipment of special types, which are peculiar to certain locations as well as tools that fall in the class of shop equipment, will be supplied and maintained by the Company. These, and similar types of tools, have been purposely omitted from the lists.

29.2 Tool Replacement/Upgrading

Each employee, as described in, 29.1 will be allowed 8% of the personal tool list retail price calculation per calendar year for tool replacement or upgrading (metric tools included as upgrades) based on his own tool list as defined in the Occupational Definition. A minimum allowance of \$50.00 per year for each employee in each classification is available. For those entitled to the minimum allowance of \$50.00, the unused portion for one year may be carried forward to the following year to a maximum of \$50.00.

To qualify for any reimbursement receipts must be accumulated and submitted for amounts in excess of \$50.00. For amounts of less than \$50.00 these receipts should be submitted at the end of the year.

29.3 Loss by Fire or Theft

Personal tools which are stolen, are destroyed or damaged by fire to an extent which renders them unusable, will be replaced by the Company. These losses must be incurred in the exercise of Company business and on Company property, except where

they occur on or at non-Company locations in the exercise of Company business. Small or inconsequential losses would be recovered through 29.2.

30.0 SPECIAL CLOTHING FOR EMPLOYEES

30.1 General Policy Regarding Work Clothing

Except where provided by the Company in accordance with this Collective Agreement, employees must provide at their own expense suitable clothing for the performance of their regular duties. In general, clothing must be suitable for the safe and efficient performance of the work but need not be uniform in appearance.

So far as is consistent with standard stores' policy, the Company will purchase certain types of work clothing in bulk for resale on the most favourable terms possible to employees requiring them in connection with Company work.

30.2 Special Clothing That May Be Provided at Company Expense

Subject to certain conditions outlined herein, special clothing may be obtained at the expense of the Company for issuance to employees under the following conditions:

30.2.1 Where Uniform Appearance is Required

Where uniform appearance is required by the Company as in the case of certain receptionists, guides, messengers, drivers, and security guards uniforms will be provided.

30.2.2 For Work Outside of the Employee's Regular Routine Duties

A limited number of rainproof coats and hats may be obtained and kept available at construction headquarters, attended stations, etc., for persons who normally work indoors but who are occasionally required to work out of doors under adverse weather conditions, as for example when working during emergencies, operating switches, cleaning racks, etc.

Clothing supplied at stations should be limited to one or two coats and hats, depending upon the number of employees.

30.2.3 For Normal Work Which Must be Performed Occasionally, Under Extreme Conditions

Hip or knee length rubber boots and weatherproof coats and hats may be obtained and issued temporarily to construction workers, maintenance workers, and labourers when required to work in extremely wet locations or under adverse weather conditions.

One or two rainproof coats and hats, depending upon the number of employees involved, may be provided for each line, forestry and maintenance truck or gang for

use in emergencies when workers could not be reasonably expected to have protective clothing available at all times.

30.2.4 For Work Involving Exposure to Materials that are Injurious to Health and Particularly Destructive of Clothing

Rubber boots, aprons and gloves of an approved material may be provided for employees when handling acids for batteries, cleaning transformer coils or for other work which is similarly destructive of clothing.

Aprons, gloves and sleeves made of plastic, plastic-coated or other approved material may be provided for employees who are required to handle creosote, creosoted poles or timber as a protection against burns or damage to clothing.

Protective clothing such as coveralls, gloves and rubber boots may be provided for temporary issuance to employees for use when applying herbicides.

Because of the fire hazard in welding and the destructive nature of the work, welders' aprons, armlets and gauntlets may be provided.

30.2.5 To Promote Safety

Safety headgear, eye protection, rubber gloves (electrical), and similar items which are designed exclusively for the safety of employees and the wearing of which is made obligatory on certain types of work, will be provided by the Company.

Special footwear will be provided for the safety of workers when required to work near forebays, sluices, etc., under icy, slippery or otherwise hazardous conditions.

Safety Footwear and Clothing:

- I Effective January 1, 2014, employees who are required by the Company to wear safety footwear (CSA Approved ESR)/ clothing will be reimbursed for actual expenses as follows:
 - (A) For those employees required to regularly wear climbing spurs or who are regularly required to climb steel structures as part of their normal duties – up to a maximum of \$400.00 per year.
 - (B) For those employees who choose or are required to wear CSA approved ESR protective footwear – up to a maximum of \$275.00 per year.
 - (C) For those employees who choose not to wear approved ESR protective footwear – \$150.00 per year.
 - (D) In order to be eligible for reimbursement employees who qualify must submit appropriate supporting documentation/receipts.

- II Employees who are not required to wear protective footwear:
Employees who purchase safety footwear will be reimbursed thirty-three and one-third percent (33-1/3%) of the actual cost up to a maximum reimbursement of \$20.00 per pair subject to the approval of the appropriate manager or supervisor.

NOTE

Temporary employees will be reimbursed for a maximum of one pair in each six-month period.

A limit of two pairs of safety shoes or boots per person will be subsidized in a calendar year.

These actual cost maximums include applicable taxes.

- III Refer to Mid-Term Agreement MT-61 for payments associated with Flame and Arc Resistant Clothing.

30.2.6 Special Conditions

Requests for items of clothing not mentioned but which might be reasonably supplied under the conditions set forth herein will be considered, each case on its own merits.

30.3 Issuance, Care of, and Responsibility for Clothing Provided by the Company

In order that the use obtained from clothing purchased by the Company may justify the expenditure, the following shall be carefully observed:

1. Except in isolated cases, special clothing must not be issued to any one employee for exclusive use but must be kept available for any employee who may require it for Company purposes mentioned herein.
2. When no longer required on the job, clothing must be promptly returned to local headquarters, station or truck where it will be readily available when required.
3. All clothing furnished by the Company will remain the property of the Company and must be clearly and prominently marked for easy identification.
4. Where loss or destruction of Company clothing issued to an employee occurs as a result of carelessness on the part of the employee, the employee will be required to make good such loss.

30.4 Part B Employees (Maintenance Trades)

30.4.1 Issue of Gloves to Tradespersons

The Company will issue gloves to regional maintainer – lines, regional maintainer – forestry, SMD riggers, mechanical maintenance and building maintenance crews and all associated personnel regularly working with these crews, subject to the following:

1. The employee will be required to purchase the first pair of gloves, whether summer or winter type, providing he/she has not already been participating.
2. The issue of new gloves will be controlled by the supervisor.
3. A pair of worn-out gloves may be exchanged for a new pair.
4. The Union will exercise its influence to promote economy in the operation of this plan.

30.4.2 Uniforms

The Company shall supply uniforms, where they are required to be worn, at no cost to the employee.

30.4.3 Stocking of Overalls and Associated Smocks

The Company will stock bib-type overalls, coveralls and associated smocks in Central Stores which will be available for purchase by employees on the basis of a cash sale.

30.4.4 Work Clothing

Automotive Trades and Painters: The Company will pay for laundry service to clean coveralls. Responsibility for ensuring proper use of the privilege will rest with the Union.

The plan is as follows:

1. Coveralls will be provided by the tradespersons.
2. One pair of coveralls per employee per week will be laundered.
3. The trades covered by this service are:
 - (a) Automotive Trades – auto, truck diesel or industrial equipment mechanics, body and metal mechanics, tire serviceworkers, painters, radiator repairworkers, battery rebuilders, lubricators, undercoaters, steam cleaners, washers.
 - (b) Trade Group III – painters.

Forestry Spray Crews: Forestry spray crews shall, during the period of spraying operations, be with supplied laundered coveralls or other suitable clothing on a

weekly basis or more frequently as may be required. Arrangements shall also be made to provide adequate washing facilities.

30.4.4.1 Laundering and/or Supplying Clothing

In situations other than those covered in the preceding subsections, when the supervisor in charge of a work crew deems a specific job dirty for the particular trade function, he/she shall either:

1. Authorize laundering of the employee's work clothing, or
2. Issue coveralls or other suitable clothing during the period in which this job is being performed.

30.4.4.2 Coveralls – Central Services Division

The provisions of this item supersede the conditions as noted in Item 30.4.4.1 and applies only to employees, paid from Wage Schedules 25 and 27, who form part of the Central Services Division and are located at the Hydro One Inc. Kipling Complex.

The Company agrees to supply and launder two (2) pairs of coveralls per week for each of the above-noted employees. The employee must exercise reasonable care in the use of clothing so supplied.

It is recognized that reasonable but limited quantity and size range of spare coveralls will be kept available for emergencies.

31.0 PURCHASING PRIVILEGES – SURPLUS EQUIPMENT STORES

Employees shall have purchasing privileges at Surplus Equipment and Material Stores to the same limit as extended to the general public.

32.0 RETURN OF COMPANY PROPERTY

It is agreed that employees whose employment terminates with the Company shall be responsible for the return of any Company property issued to them during the term of their employment. Failure to return such property shall result in the Company deducting its current value from any monies owing to the employees.

33.0 TIME CHANGE – SHIFT WORKERS

When the clocks are changed due to daylight saving time, the following principles will apply:

1. Employees who are scheduled to work during the affected hours will work a shift which is either shortened or extended by one hour.

2. Payment for the shortened or extended shift will not be calculated on the basis of actual hours worked, rather will be based on the number of hours normally worked (eight or twelve).

34.0 REST PERIODS

Each employee shall be entitled to a 10 minute rest period in the first half and second half of each scheduled work day at a time designated by the Company.

35.0 BI-WEEKLY PAY DAYS

1. Salaries and wages of all employees throughout the Company covered by this Agreement shall be ***once every two weeks***. This payment will be by direct deposit to one account designated by the employee in a Canadian financial institution with a Canadian Payment Association (CPA) serviceability code of 1 or 2. (CPA serviceability code definitions in effect June 5, 1991 or subsequent code numbers providing equivalent accessibility). The Company is responsible for the cost of depositing these funds to the employee's account.

The implementation of direct deposit pay will be phased in for PWU members. It is the responsibility of the employee to inform the Company of any changes to the designated account 14 days in advance of the payment date. Any errors in employee payment that result from employee provision of incorrect account information or the late provision of changed account information are solely the responsibility of the employee.

2. Existing employees who were paid the equivalent of one week's base pay during the transition from weekly pay to weekly direct deposit pay will have the amount of this one week payment deducted from their final payment of salaries and wages from the Company (i.e., termination, retirement, etc.)

36.0 BANKING OF REDUCED HOURS OF WORK DAYS AND VACATION DAYS TO BE UTILIZED IMMEDIATELY PRIOR TO RETIREMENT

1. Employees who have earned time off under Part A Item 16.0 (Reduced Hours of Work for Employees Whose Normal Hours of Work are 40 Per Week) shall be eligible to bank up to 6.5 days per year to be utilized immediately prior to retirement.
2. Employees who are eligible for 25 days or greater vacation shall be eligible to bank up to 6.5 days per year to be utilized immediately prior to retirement.
3. ***Employees who have not been able to utilize vacation entitlements, as per Part A Item 6.5.1.2, or who have not been paid out for such***

vacation, may bank up to five (5) days to be utilized immediately prior to retirement.

4. The sum of days banked under items 1 and 2 **and 3** above shall not exceed 6.5 days per year. Employees are eligible to bank a maximum of 30 weeks (150 days).
5. Employees must provide a minimum four months notice to schedule these dates. The employee will retire once these days have been utilized.
6. These days are not eligible for cash payout except in circumstances beyond the employee's control (e.g. LTD, Death, W.S.I.B.).

37.0 SELF-FUNDED SABBATICALS

Definition

“Self-funded sabbaticals” means an approved arrangement where an employee works regularly scheduled hours while receiving eighty percent (80%) of his/her base salary for each of four years. In the fifth year, the employee is granted a leave of absence for one year, funded by the accumulated deferred pay.

Approvals

Hydro One will approve an employee's application for a self funded sabbatical where it determines that this arrangement will benefit the business and can be accommodated without adversely impacting the viability of his/her work unit.

Terms and Conditions of Self-funded Sabbaticals

The Salary holdback (i.e. twenty percent for four years) will be kept in a special account and interest will be paid annually at an appropriate rate fixed by Hydro One.

During the leave of absence (i.e. the fifth year):

- The employee may not be declared surplus.
- The employee is responsible for his/her health and dental benefits and shall be given the option of continuing coverage under the Hydro One plan through pre-payment.
- The employee's entitlement to group life, living benefit and spousal life insurance benefits shall continue pursuant to Part A, Item 14.0.
- Hydro One shall pay the sum accumulated in the trust to the participating employee in a lump sum or in regular installments.

As a condition of approving a self-funded sabbatical arrangement, Hydro One may require the participating employee to sign a written commitment to return to Hydro One following the expiry of the leave for a period not to exceed the length of the leave (i.e. maximum one year).

Treatment of Employee Upon Return from Leave

Upon completion of the leave the employee shall have the right to contribute to the pension plan the amount that would have been contributed if he/she had remained on payroll at full (i.e. 100%) base earnings during the leave and if such contribution is made the period of time on leave shall be included in calculating his/her continuous employment or established service, as the case may be.

Upon completion of the leave, where the employee's pre-leave position continues to exist and has not been filled or has been filled temporarily, the employee shall return to that position.

Upon completion of the leave, if the employee's pre-leave position no longer exists or has been filled by an ongoing appointment, the employee will be placed in a position at the same salary grade and same location as the pre-leave position.

In the event Article 11 is triggered during or upon completion of the leave, subject to the other provisions in this Article, the participating employee will be redeployed in accordance with that Article.

PART B
MAINTENANCE TRADES

TABLE OF CONTENTS

PART B

		Page Number
1.0	WAGES	B-5
2.0	STANDBY, SERVICE DUTY AND ON CALL	B-5
2.1	Standby	B-5
2.2	Service Duty	B-5
2.3	On Call.....	B-7
3.0	TRAVELLING TIME TO AND FROM THE JOB	B-7
4.0	HEADQUARTERS	B-7
5.0	WELDERS	B-7
6.0	MARINE VESSELS	B-8
7.0	CARPENTER SPECIAL	B-8
8.0	TRUCK DRIVERS' CLASSIFICATION	B-8
8.1	Truck Driver Classification Vacancies	B-8
9.0	JOURNEYPEPERSON "AA"	B-9
10.0	APPRENTICES	B-9
11.0	CONTRACT MONITORING	B-9
12.0	SUPERVISORY RESPONSIBILITIES	B-9
12.1	Tradesperson Responsibilities	B-10
12.2	Supervisory Responsibilities of a Union Trades Supervisor – Level 3	B-10
12.3	Supervisory Responsibilities of a Union Trade Supervisor – Level 2.....	B-10
12.4	Supervisory Responsibilities of a Union Trades Supervisor – Level 1.....	B-11
12.5	Supervisory Responsibilities of a Management Supervisor ..	B-11

**TABLE OF CONTENTS – PART B
(continued)**

		Page Number
13.0	PAYMENT FOR TEMPORARY SUPERVISION	B-11
	13.1 Schedule of Payment for Relief Supervision in an Established Position	B-12
	13.2 Payment for Supervision – Motorized Forestry Spray Operation	B-12
	13.3 Service Truck Supervision	B-13
14.0	ADVERSE WEATHER	B-13
	14.1 Regular Employees	B-13
	14.2 Regular-Seasonal Employees	B-13
	14.3 Temporary Employees.....	B-13
15.0	POWERLINE GROUND ASSISTANTS, HANDYPERSONS AND LABOURERS PROHIBITED FROM CLIMBING	B-14
16.0	MOBILE EQUIPMENT	B-14
17.0	REGIONAL MAINTAINER – ELECTRICAL TRAINING COURSE	B-14
18.0	MEAL PROVISIONS	B-14
	18.1 Conditions Governing Allowance for Meals.....	B-14
	18.2 Winter Meal Provisions	B-15
	18.3 Extension of Lunch Periods.....	B-16
19.0	RELIEF WORK & ACTING IN VACANCIES	B-16
	19.1 Acting in Vacancies	B-16
	19.2 Assignment to a Higher-rated Classification	B-16
20.0	HOURS OF WORK	B-16
	20.1 Hourly-Rated Employees	B-16
	20.2 Weekly-Rated Employees	B-17
21.0	SHIFT WORK	B-17
	21.1 Shift Work Central Maintenance Shop Pickering.....	B-19
	21.2 Ten-Hour Shift Provisions Maintenance Trades Staff	B-21
	21.3 Differential for Shift Work Tradespersons and Stationary Engineers	B-22

TABLE OF CONTENTS – PART B
(continued)

	Page Number
22.0	
OVERTIME PROVISIONS	B-23
22.1 Overtime Definitions	B-23
22.2 Minimum Payments.....	B-23
22.3 Premium Payments	B-23
22.3.1 Overtime Cancellation Payments	B-24
22.4 Special Provisions Concerning Overtime.....	B-24
22.5 Overtime – Regular Part-Time and Temporary Part-Time Employees.....	B-26
22.6 Equivalent Time Off Without Pay.....	B-26

PART B
MAINTENANCE TRADES
Specific Matters of Agreement

1.0 WAGES

Wage rates shall be in accordance with the wage schedules which are part of this Agreement.

2.0 STANDBY, SERVICE DUTY AND ON CALL

Employees may be placed, as required, outside of their regular working hours on any one of three types of special duty, depending on the nature of the anticipated work and the extent to which their freedom must be restricted, as follows:

2.1 Standby

Employees on standby shall remain at a specified point from which they shall be ready to proceed to their work location immediately upon receipt of instructions. Their freedom is restricted to the same degree as if they were being held at their regular work headquarters pending issuance of work instructions, and they are considered for all intents and purposes to be already on the job.

Any employee of the Company may be required to perform this type of service, for which payment will be made at the rate appropriate to the particular situation.

2.2 Service Duty

The work of employees on service duty is generally but not necessarily always confined to that of maintaining service to customers of areas, maintaining transmission circuits.

There are two types of service duty, namely, telephone answering service and trouble call service.

Telephone Answering Service: Telephone answering service applies to an employee who is required to remain available outside of normal office hours for the specific purpose of answering telephone calls in connection with customer service trouble, and to report this trouble to the appropriately delegated person(s). Where this type of service is required, it is allocated on a weekly basis and for each particular location must be equitably rotated among all suitably qualified members of the line staff, exclusive of non-working supervisors, except in cases when such personnel are not available. Under these circumstances, it shall be the Company's prerogative to detail any employees for service as required. Except in cases of emergency an employee on telephone answering service duty shall not leave his/her telephone to perform other work.

Trouble Call Service: Trouble call service is that performed by an employee who is required to hold himself/herself readily available within a reasonable length of time outside of normally scheduled hours for dispatch to trouble clearing work generally. When required, one or more employees shall be delegated per area to trouble call service, on a weekly or weekend basis. Work so delegated in areas will be equitably rotated among all suitably qualified members of the line staff, exclusive of non-working supervisors. In addition to those delegated to trouble call service duty on a weekly basis, it may be found desirable from time to time to augment the number on trouble call service by additional delegation for periods of one day or more. When such action is necessary, employees will only be required to accept such duty against their wishes if sufficient volunteers cannot be obtained.

Special Hours of Work Provision (Lines):

Between May 1st and October 31st the employees referred to above in the Trouble Call Service provision may, with seven (7) days notice, have their hours of work established as follows:

- I. 12:00 hours to 20:00 hours Monday to Friday or,
- II. by mutual local agreement, 10:00 hours to 20:00 hours Monday to Thursday.

Such hours will be equitably rotated among all qualified employees, as per their on-call schedule.

These employees will not be required to work more than one (1) rotation of these hours in a four (4) week period.

These employees will eat on the job in the minimum amount of time. Such time will not be deducted from the employees' pay.

These employees will receive two (2) times the payment for service duty as described in Part 'B', Item 2.2.

These employees may be assigned work other than the trouble clearing work they normally perform. All hours worked outside of the 12:00 hours to 20:00 hours or the 10:00 hours to 20:00 hours will be compensated at two (2) times their base hourly rate.

Payment for Service Duty: The rate of pay for service duty of both types to be computed one half (1/2) hour (*one (1) hour effective March 31, 2016*) at the employee's basic hourly rate per day, except for Saturdays, Sundays and statutory holidays when the rate will be one (1) hour (*one and one quarter (1.25) hour effective March 31, 2016*) at the employee's basic hourly rate per day. This rate includes payment for the use of the employee's telephone. An employee required to report for work while on trouble call, service duty shall be paid for his/her working

time in accordance with the standard regulations governing overtime work, including the regulation governing work performed on a “short-call” basis.

2.3 On Call

On call is the term used to cover trouble call service performed by station maintenance personnel, Customer Service Representatives I, Customer Service Representatives, Cable Crew Trades Staff, and hourly rated mechanics and electricians in the Operation and Maintenance Section of the Workplace Services Division who, because of their limited numbers and the resultant increased frequency with which they are required to perform service duty, are allowed up to a maximum of two hours between the time they are called and the time when they report for work. In all other respects, including rates of payment, on-call and trouble call service are identical.

Subject to safe application, volunteers from Station Maintenance will be requested prior to the mandatory assignment of on call. Hourly rated mechanics and electricians in the Operation and Maintenance Section of the Workplace Services Division and Cable Crew Trades Staff will be assigned to on-call duty only if sufficient volunteers cannot be obtained. On-call duty by Customer Service Representatives I and Customer Service Representatives will be on a purely voluntary, individual basis.

2.4 When an employee is on service duty or on call a paging device will be supplied where such service is available and experience in that area has proven it will provide a reliable service.

3.0 TRAVELLING TIME TO AND FROM THE JOB

Hourly-rated employees shall travel from their headquarters to and from the job on Company time. The word “headquarters” shall be for the purpose of this item “where the employee normally reports for work”.

4.0 HEADQUARTERS

Headquarters, as referred to herein, means the building or point designated by the Company at which the employees are expected to report for work or to assemble for preparation for leaving for work at outside points. Employees moving from point to point, as in the case of regional maintainers – lines and forestry, may have temporary headquarters established at some hotel or boarding place or some garage at which the truck is kept and at which the employees are to assemble.

5.0 WELDERS

Welders who hold welder “A” certificates issued by the Company and who hold an identification card issued by the Ontario Ministry of Consumer and Commercial Relations and who are required to perform first class work shall be classified as welder “A” in group 01 of wage schedule for tradespersons. Welders who do not meet

the requirements of welder “A” shall be classified as welder “B” in group 02 of wage schedule for tradespersons.

6.0 MARINE VESSELS

During normal scheduled hours, if an employee is called upon to operate a boat 7.92 m (26 feet) in length or more, he/she shall be paid the Boat Operator rate for 8 hours.

7.0 CARPENTER SPECIAL

Carpenters performing duties requiring a higher skill than those normally required of a journeyman carpenter such as cabinet making, model making, or the fabrication of scroll cases, will be classified as journeyman “AA” of trade group 02.

8.0 TRUCK DRIVERS’ CLASSIFICATION

Class I – Operates any vehicle or combination of vehicle and trailer with a Gross Vehicle Weight (GVW) of greater than 28,000 pounds (12,700 kg)

Class II – Operates any vehicle or combination of vehicle and trailer with a GVW of greater than 9,000 pounds (4,082 kg) but not greater than 28,000 pounds (12,700 kg)

NOTE

Any Class II vehicle equipped with a hydraulic radial boom derrick or hydraulically operated articulated or telescopic aerial devices will be classified as Class I.

Class III – Operates any vehicle or combination of vehicle and trailer with a GVW of greater than 5,000 pounds (2,268 kg) but not greater than 9,000 pounds (4,082 kg).

NOTE

Any Class III vehicle with a snowplow installed on it will be classified as Class II.

8.1 Truck Driver Classification Vacancies

In filling class I truck driver vacancies, the most senior class II truck driver in that region will be given the first opportunity.

In filling class II truck driver vacancies, the most senior class III truck driver in that area will be given the first opportunity.

Replacement of a vehicle by one of a different class or modifications due to the addition or removal of equipment which affects the truck classification shall not be deemed to create a vacancy or a surplus. When such replacement requires a change in the classification of the driver, the driver position shall be filled as follows:

1. When the position is upgraded, the most senior truck driver in the next lower classification in the area will be given the first opportunity, on a probationary basis, to reach an acceptable level of performance.
2. When the position is downgraded, the most junior truck driver in the classification affected, in the area, will be downgraded.

9.0 JOURNEYPERSON "AA"

A journeyperson tradesperson who is required to work at another trade requiring skills of a level equal to or greater than his/her own trade shall be entitled to journeyperson 'AA' rating for a minimum of eight hours.

If a journeyperson tradesperson receives the journeyperson 'AA' rate for any part of a day during 40 days or more in any calendar year, he/she will be appointed and paid as a journeyperson 'AA' for that entire calendar year.

If the journeyperson 'AA' rate is paid for more than 50% of a calendar year to the members of a crew, for a specific trade, one of the members of the crew will be appointed and paid as a journeyperson 'AA' for that entire calendar year.

Journeyperson "AA" will not be applicable to Regional Maintainer classifications.

10.0 APPRENTICES

Upon completion of their learner apprenticeship training, apprentices shall be entitled to all the benefits afforded a regular employee as outlined in Part 'A', Section 23.0.

11.0 CONTRACT MONITORING

Employees required to monitor the quantity, quality and/or safety of contractors work shall be paid five percent (5%) above the journeyperson rate of his/her trade. This rate will not be applicable to Regional Maintainer classifications.

12.0 SUPERVISORY RESPONSIBILITIES

Many factors are involved in trades supervision. The depth of involvement in these factors defines the level of supervision required. There are three levels of regular supervision within union jurisdiction. These are: union trades supervisor

– level 3, union trades supervisor – level 2 and union trades supervisor – level 1. The responsibilities associated with each of these levels are set out in the “Trades Responsibilities and Supervisory Criteria” dated July 15, 1968, which is an appendix to this Agreement.

12.1 Tradesperson Responsibilities

A tradesperson is required to exercise judgment and control over his/her own actions so that the assigned work may be performed safely, efficiently, and effectively, and with consideration of its effect on others.

In a work situation, a journeyman will be responsible only for his/her own work and the work and training of one apprentice or helper. However, for the purposes of training, a journeyman may be required to teach trade skills of a specific task to more than one apprentice or journeyman at one time. During such a teaching situation, the journeyman is responsible, only, for the demonstration of trade skills and not for the work of the apprentices or journeyman involved.

Related to the above, a “helper” is a person of lower classification than the tradesperson he/she is assisting; and “apprentice” is a person of lower classification than journeyman progression in a trade.

12.2 Supervisory Responsibilities of a Union Trades Supervisor – Level 3

A union trades supervisor – level 3 supervises an assigned crew on specific jobs and does so for periods up to five days without face-to-face contact with his/her supervisor who will carry out the higher responsibilities of the job. Less frequent contact requires that the union trades supervisor – level 3 be paid at the appropriate supervisor rate. He/she performs physical work activities. This classification is paid at a rate which is eight percent (8%) above the journeyman rate of his/her trade or eight percent (8%) above the journeyman rate of the highest trade supervised, whichever is the greater.

For the purposes of this item, if either the supervisor or the employees being supervised are receiving a Journeyman “AA” rate, this rate will be used in determining the appropriate Union Trades Supervisor rate.

12.3 Supervisory Responsibilities of a Union Trades Supervisor – Level 2

A union trades supervisor – level 2 supervises staff on a continuing basis to carry out a given work program. He/she performs physical work activities. This classification is paid at a rate which is 17 percent (17%) above the journeyman rate of his/her trade or 17 percent (17%) above the journeyman rate of the highest trade supervised, whichever is the greater.

For the purposes of this item, if either the supervisor or the employees being supervised are receiving a Journeyperson “AA” rate, this rate will be used in determining the appropriate Union Trades Supervisor rate.

12.4 Supervisory Responsibilities of a Union Trades Supervisor – Level 1

A union trades supervisor – level 1 performs the complete supervisory responsibilities over a trade staff. He/she performs physical work activities. This classification is paid at a rate which is 22 percent (22%) above the journeyperson rate of his/her trade or 22 percent (22%) above the journeyperson rate of the highest trade supervised, whichever is the greater.

For the purposes of this item, if either the supervisor or the employees being supervised are receiving a Journeyperson “AA” rate, this rate will be used in determining the appropriate Union Trades Supervisor rate.

12.5 Supervisory Responsibilities of a Management Supervisor

A management supervisor’s responsibilities are of a supervisory nature as described in the Trades Responsibilities and Supervisory Criteria. Normally, they must not take the place of skilled workers. In the event that an emergency work condition arises, skilled help should be called in. However, where suitable skilled help is not available at the required time, supervisors are expected to perform whatever duties are necessary. The foregoing is not intended to prohibit the supervisor from using the tools of the trade for training purposes.

13.0 PAYMENT FOR TEMPORARY SUPERVISION

Overall supervision of a crew is provided by a supervisor and/or union trades supervisor – level 3 carrying out the appropriate responsibilities set out in 12.2 to 12.5. However, a crew may be assigned a task without a regular supervisor in attendance, in which case a temporary supervisor may be appointed. In such instances, any responsibility for supervision must be assigned, it cannot be assumed. When so assigned, the level of supervision to be performed and paid must be designated in accordance with Section 12.0, above.

Employees shall not be held accountable for more than journeyperson responsibilities that have not been assigned.

Where no regular supervisor is on a job the following shall apply:

1. Where a journeyperson is responsible for one helper or one apprentice, there shall be no payment for supervision.
2. Where two journeypersons are working together and each is responsible for his/her own work, there shall be no payment for supervision. However, where

a journeyperson is held responsible for the work of another tradesperson, other than a helper, he/she shall be appointed and paid as a lead hand or union trades supervisor – level 3. A lead hand shall be paid for assigned responsibilities in excess of two hours per day, in which case he/she shall be paid five percent (5%) above the journeyperson rate of his/her trade, or five percent (5%) above the journeyperson rate of the highest trade supervised, whichever is greater, for a minimum of four hours, or the actual hours worked as a lead hand, whichever is greater. Lead hand responsibilities are as appended to the “Trades Responsibilities and Supervisory Criteria” document. Lead Hand rate will not be applicable to Regional Maintainer classifications.

3. Where a group of employees are working at a location on jobs which are independent of one another and planned by a supervisor so that no coordination of their activities is required, additional supervision will not be required.

Where the job is being performed by three or more employees, one of them shall be appointed and paid as a union trades supervisor – level 3 or level 2. In such cases if he/she supervises for more than two hours in a day he/she shall be paid the supervisor rate for a minimum of four hours or the actual hours he/she supervises, whichever is greater.

13.1 Schedule of Payment for Relief Supervision in an Established Position

The following schedule shows the rate to be paid for employees relieving a supervisor. The column figures represent the percentage to be paid above the basic journeyperson rate.

Regular Classification	Classification Performed		
	Level 3 Supervisor	Level 2 Union or Management Supervisor	Level 1 Union or Management Supervisor
Journeyperson	8	17	22
Level 3 Supervisor		17	22
Level 2 Supervisor		17	22
Level 1 Supervisor			22

13.2 Payment for Supervision – Motorized Forestry Spray Operation

In the Company’s motorized spraying operations, each work group, clearly separated, will be supervised by a qualified forestry tradesperson.

In all cases of such supervision, the concerned qualified forestry tradesperson shall be paid at least eight percent (8%) more than his/her existing rate, or of the rate of the highest tradesperson supervised, whichever is the greater.

13.3 Service Truck Supervision

1. When more than two employees constitute the work crew on a service truck, the person in charge shall be deemed to be providing supervision and shall be temporarily reclassified to the appropriate supervisory rate (union trades supervisor – level 3 or working supervisor).

2. Payment of a supervisory rate (union trades supervisor – level 3 or working supervisor) while in charge of a service truck will be based on the following:

If the total daily hours where supervision is provided are:

- (a) Less than one hour – no payment at supervisory rate.
- (b) One hour to four hours – four hours at the appropriate rate.
- (c) More than four hours – eight hours at the appropriate supervisory rate.

14.0 ADVERSE WEATHER

When in the Company's opinion the weather is unduly adverse, employees shall not normally be required to work outside and the following shall apply:

14.1 Regular Employees

Regular employees shall within normal scheduled hours be provided with inside work.

14.2 Regular-Seasonal Employees

Employees who have attained regular-seasonal status in accordance with Part 'A', Item 2.0, and continue to be employed on a seasonal basis shall be entitled to a half day's pay per day or pay for actual hours worked or held whichever is the greater, providing the employee reports for work.

14.3 Temporary Employees

Two hours' pay will be allowed when a temporary employee reports and is prepared to remain for two hours at his/her place of work and is prevented from working due to unduly adverse weather.

If a temporary employee is required to remain at his/her place of work longer than two hours, he/she shall be paid for all the time he/she is required to stay on the job.

15.0 POWERLINE GROUND ASSISTANTS, HANDYPERSONS AND LABOURERS PROHIBITED FROM CLIMBING

Powerline Ground Assistants, handypersons and labourers are prohibited from climbing poles, towers or structures used for transmitting electrical energy for the purpose of doing work which is properly the work of tradespersons.

This will not prohibit numbering poles or painting structures, which does not involve exposure to live equipment hazard.

16.0 MOBILE EQUIPMENT

The Company undertakes to continue the investigation of the problems connected with suitable mobile equipment for the transportation of employees and undertakes to get employees from headquarters to work and back without exposing them to undue physical danger and with reasonable protection from the weather.

17.0 REGIONAL MAINTAINER – ELECTRICAL TRAINING COURSE

Electrical tradespersons who are not specifically required to take the Regional Maintainer – Electrical Training Course may make application to attend and participate in the Conference and Training Facility portion of this course.

18.0 MEAL PROVISIONS

18.1 Conditions Governing Allowance for Meals

Recognizing the fact that employees are required to provide their own meals (except as in 18.2) the following conditions will apply:

1. The Company shall not require an employee to carry or provide more than one meal on a day when work is performed.
2. Wherever possible, supervisors shall notify employees who do not normally carry a lunch of the necessity to carry a lunch the following day.
3. If an employee is sent away from headquarters in an emergency without sufficient notice for him/her to provide and take his/her own lunch, the Company will pay the cost of the employee's noon day meal.
4. If an employee is required to continue working beyond a normal day, the Company will provide the employee's meal after two hours or more and every four hours thereafter while the employee continues working.
5. If an employee is required to work extended periods of overtime, Monday to Friday inclusive, the Company shall pay the cost of the employee's meal on approximately a four-hour interval basis.

6. If an employee is called out to work extended periods of overtime on Saturday, Sunday or statutory holidays without forewarning, the Company shall pay the cost of the employee's meal on approximately a four-hour interval basis. If forewarned, the employee shall carry or provide the first meal and the Company shall pay the cost of any further meals on approximately a four-hour interval basis.
7. When overtime has been scheduled in advance, a meal period will be allowed and no time will be paid for this period. When the overtime is not scheduled in advance, no time will be deducted if employees eat at the job site in a minimum of time.
8. In the conditions outlined in 3, 4, 5, and 6, the Company will either bring the meal to the employee or release him/her from duty long enough to secure and eat it. Where necessary, the Company will provide transportation for this purpose.
9. It is recognized that between the hours of midnight and normal starting time, it may not be feasible for the Company to provide a hot meal and the employee may not feel the need for one. In such cases, sandwiches and hot soup or a hot beverage shall be considered as fulfilling the requirement of a meal.

18.2 Winter Meal Provisions

In general, the winter months, for the purpose of this clause, shall cover the period of December 1st to March 31st for the areas south of the French River and the period November 1st to April 30th for areas north of the French River. However, if unseasonable weather is experienced any day during the two-week period immediately prior to the opening dates or subsequent to the closing dates, the supervisor in charge may, at his/her discretion, treat such days in the same manner as though they were included in the prescribed period.

During the winter months, if employees are required to work outdoors or in unheated buildings, subject to 3. hereunder, the Company will:

1. Provide means for carrying or storing the employee's lunches in some warm place and also provide where necessary, transportation for reaching some warm and suitable place for eating lunch. Such time involved in transportation both ways to be absorbed by the Company, thereby allowing the full meal period upon arrival, or
2. Supply or pay for a hot meal and provide transportation. The meal period's duration will be between the times of departure and re-arrival at the point of work and thus any time involved in transportation, both ways, is absorbed by the employee. Should the meal period be extended beyond its normal duration, any such excess will be absorbed by the employee by working

equivalent overtime at straight time rates which will result in a total of normal daily hours of work and pay. This shall not preclude the providing of a meal when time involved is in excess of the normal meal period.

3. In some thinly-settled localities, there may be no warm place for storing or eating lunches, and no place where hot meals may be prepared within a reasonable distance from the point of work. Such conditions are beyond the Company's control and necessarily form part of the working conditions in that locality. In such cases, lunches must be carried but employees will eat on the job in a minimum period of time. Such time shall not be deducted and the conditions listed above do not apply.
4. Where it is mutually agreeable, employees will carry their lunch and will eat on the job in a minimum period of time. Where employees work in a group, the views of a minimum of 50% of the work group shall prevail and trigger this provision.

18.3 Extension of Lunch Periods

Where lunch periods are restricted to half an hour and when it has been demonstrated that it has been difficult for employees to get their lunch and return to the job within one-half hour, the Company may exercise its prerogative in extending the lunch period to a maximum of one hour, with the necessary adjustments to the working hours of the day.

19.0 RELIEF WORK & ACTING IN VACANCIES

19.1 Acting in Vacancies

All acting positions are to be limited to 90 days unless extensions are agreed to by the Company and the Chief Steward of the Union. Pending the arrival of the successful applicant and his/her assuming of the normal duties, the acting incumbent who is performing the normal duties and responsibilities of an "acting" position shall receive the rate for the position.

19.2 Assignment to a Higher-rated Classification

An employee who is presently in the top step of his/her job when temporarily stepped up to work in a higher-rated classification, shall receive the top rate of that classification.

20.0 HOURS OF WORK

20.1 Hourly-Rated Employees

1. The normal work week for the Company's hourly-rated trades employees shall be 40 hours per week consisting of five (5) days of eight (8) hours (not before 6:00 a.m. and not later than 6:00 p.m.), Monday to Friday inclusive.

2. A change to established hours of work within the core hours (6:00 a.m. to 6:00 p.m) shall be a matter for discussion between the Union (Chief Steward) and the Company. When changes in hours of work are contemplated the preference of 70% of affected staff in the classification(s) will be considered to be the preference of that classification(s). Where the work of classifications is interdependent (e.g., rehabilitation work, electrical, mechanical, civil), the preference of 70% of the employees in the interdependent classifications will be deemed to be the preference.

However, if in the Company's opinion the desired hours of work of the affected classifications cannot be accommodated then the Company will provide the Union (Chief Steward) with written rationale for such a decision.

3. The normal work week for T&W-Field Mechanics shall be 40 hours per week consisting of five (5) days of eight (8) hours (not before 6:00 a.m. and no later than 8:00 p.m.), Monday to Friday inclusive. The start times for these employees may be adjusted within the window by Management with seven (7) days' notice to the affected individuals. Such adjusted start times will be equitably rotated among all employees in the classification at the work site.

The Company may assign employees on a voluntary basis to work five (5) eight (8) hour days Monday to Friday ending no later than 12:00 a.m. These employees will be eligible for shift differential (Item 21.3 afternoon shift). An employee who is selected to an advertised vacancy for these hours will be deemed to have volunteered.

4. Excepting for shift work, all other work outside of the normally scheduled hours shall be considered overtime and paid for at the appropriate premium rates.
5. Switching Agents shall work between the hours of 0:00 and 8:00 Monday to Friday. Employees shall be eligible for shift differential (Item 21.3 night shift).

20.2 Weekly-Rated Employees

The normal work week for janitors and vehicle services attendants shall be 40 hours.

21.0 SHIFT WORK

Shift work may be established under the following conditions:

1. **Rehabilitation work:** Shift work for normal day workers may be established for major rehabilitation work (minimum of 10 working days confined to one unit) on frequency changers with rate capacity of 10,000 kV.A or more.
2. During abnormal or emergency conditions.

3. Conditions other than in 1 and 2 above require agreement by the appropriate Chief Steward.
4. The procedures for establishing shift work in accordance with 1, 2, and 3 above are as follows:
 - (a) Staff shall be assigned to the work for which the shift was established. Staff assigned to other work for a period of greater than one hour per shift shall be paid at two times the employee's normal base rate for the period worked in excess of one hour in that shift.
 - (b) Such rescheduling is not to be considered for the performing of ordinary routine maintenance except as described in Part 'B' Item 21.0 (3).
 - (c) In the case of abnormal or emergency conditions, three days' advance notice and, in the case of major rehabilitation work and other conditions as agreed to in Part 'B' Item 21.0 (3), seven days' advance notice of the commencement date shall be given to the employee by his/her supervisor. Shift shall commence on the day specified or within the following two days.

In the case of illness, which would result in a staff shortage, four (4) days' advance notice will be given when placing an employee on shift.

If the appropriate advance notice of the commencement date has not been given, premium time shall be paid for all work outside the normal scheduled hours until three or seven days have elapsed after notice has been given. If shifts do not commence on the specified days, nor within the following two days, actual commencement shall be considered a change in normal scheduled hours and subject to all the principles of establishing shift work.

- (d) Three-shift work for normal day workers shall be established for a minimum period of three days or more on an eight-hour shift basis commencing on any day in the week.
- (e) The appropriate premium rates shall be paid for work in excess of eight hours on a daily shift basis, Monday to Friday, inclusive.

The appropriate premium rates shall be paid for all scheduled work on Saturdays, Sundays and statutory holidays.

- (f) Subject to the same notice and conditions for three-shift work, two-shift work may be introduced on either an eight hour or ten hour basis.

Shift work on a ten hour basis shall be established in accordance with Part 'B' Item 21.2.

- (g) Change in shift conforming with the preceding regulations shall be deemed to be a change in normal scheduled hours.
- (h) Shift work will be equitably rotated amongst qualified staff with each shift being rotated on a weekly or bi-weekly basis.
- (i) Prior to implementation of shift work, a schedule shall be posted and a copy shall be given to the appropriate steward stating the group, the reason for shift work and the estimated length of the work period involved.
- (j) Employees on shift work shall have a paid meal period and shall eat their meal during the shift hours as conditions permit.

21.1 Shift Work Central Maintenance Shop Pickering

Shift work may be established under the following conditions:

1.
 - (a) For short duration shifts (maximum three (3) consecutive weeks). No more than four (4) rotations onto these shifts may be worked by any individual in one (1) calendar year.
 - (b) During abnormal or emergency conditions.
 - (c) Shift work for normal day workers may be established (minimum of 15 working days) confined to major project type work.
 - (d) For other work as agreed to by the appropriate Union Chief Steward.
2. The procedures for establishing shift work in accordance with the above are as follows:
 - (a) Staff shall be assigned to the work for which the shift was established. Staff assigned to other work for a period of greater than one hour per shift shall be paid at two times the employee's normal base rate for the period worked in excess of one hour in that shift. Premium pay shall not apply where such assigned other work is as a result of equipment breakdown, inspection delays, customer delays or material delays. Premium pay does not apply to situations where the work that was established for shift comes to a completion within the shift.
 - (b) Such rescheduling is not to be considered for the performing of ordinary routine maintenance except as described in Part 'B', Item 21.1.1 (d).
 - (c) In the case of conditions as described in Part 'B' – Item 21.1.1 (a and b), three (3) days' advance notice will be given. In all other conditions seven days' advance notice of the commencement date shall be given to

the employees by his/her supervisor. Shifts shall commence on the day specified or within the following two days. In the case of illness which would result in a staff shortage, three (3) days' advance notice will be given when placing an employee on shift. If the appropriate advance notice of the commencement date has not been given, premium time shall be paid for all work outside the normal scheduled hours until seven days have elapsed after notice has been given. If shifts do not commence on the specified days nor within the following two days, actual commencement shall be considered a change in normal scheduled hours and subject to all the principles of establishing shift work.

- (d) Three-shift work for normal day workers shall be established for a minimum period of three days or more on an eight-hour shift basis commencing on any day in the week.
- (e) The appropriate premium rates shall be paid for work in excess of eight hours on a daily shift basis, Monday to Friday, inclusive.
- (f) The appropriate premium rates shall be paid for all scheduled work on Saturdays, Sundays and statutory holidays.
- (g) Management will determine the number of hours to be covered by shift work.

Subject to the same notice and conditions for three-shift work, two-shift work may be introduced on either an eight hour basis. The preference of 70% of the affected staff for a particular shift schedule in the classification(s) will be considered to be the preference of the classification(s). The vote will be administered by the local Chief Steward.

Shift work on a ten hour basis shall be established in accordance with Part 'B' Item 21.2.

- (h) Change in shift conforming with the preceding regulations shall be deemed to be a change in normal scheduled hours.
- (i) Shift work will be equitably rotated amongst qualified staff with each shift being rotated on a weekly or bi-weekly basis.
- (j) Prior to implementation of shift work, a schedule shall be posted and a copy shall be given to the appropriate steward stating the group, the reason for shift work and the estimated length of the work period involved.
- (k) Employees on shift work shall have a paid meal period and shall eat their meal during the shift hours as conditions permit.

21.2 Ten-Hour Shift Provisions Maintenance Trades Staff

1. Applies to Maintenance Trades Staff assigned to shift work under Part 'B' Items 21.0 (1), 21.0 (2), 21.0 (3) and 21.1 of the Collective Agreement.
2. Ten hour shifts shall be implemented when it is mutually agreeable to Hydro One and 70% of affected staff. Where Hydro One deems there are reasons not to implement ten hour shifts, these reasons will be provided to the Union (Chief Steward).
3. The normal hours of work for non-time balanced ten hour shifts are 40 per pay week. Staff involved shall work ten hours per shift Monday, Tuesday, Wednesday and Thursday at straight time (banked two hours per day for total eight hours) which may be performed within the following shift windows:

1st shift – 06:00 hrs to 18:00 hrs

2nd shift – 14:00 hrs to 02:00 hrs

Shift Differential

1st shift – no shift differential

2nd shift – 64 cents per hour

Part 'B' Item 21.3 shall not apply to ten hour shifts.

4. The appropriate premium rates shall be paid for work in excess of ten hours per shift on a daily basis Monday to Thursday inclusive.

If it is necessary for employees to work on the Friday, it will be paid at one and one-half times the employee's basic rate for the first two hours (**one hour effective March 31, 2016**) worked and two times the employee's basic rate for all additional hours worked.

The appropriate premium rates shall be paid for all scheduled work on Saturdays, Sundays and statutory holidays.

5. Ten hour shift provisions shall not apply to work weeks containing one or more statutory holidays.
6. For staff assigned to shift work under Part 'B' Item 21.0 (1), 21.0 (2) and 21.0 (3) all other provisions Part 'B' Item 21.0 except Part B, Item 21.0(1), 21.0(2) and 21.0(3) all other provisions of Part B, Item 21.0 except 21.0(4)(d), and 21.0(4)(e) shall apply to ten hour shifts.
7. For staff assigned to shift work under Part B, Item 21.1 all other provisions of Part B, Item 21.1 except 21.1(2)(d), 21.1(2)(e) and 21.1(2)(f) shall apply to ten hour shifts.

8. (a) The following items will be credited for pay purposes on an hour-for-hour basis. In the application of undernoted items – 1, 2, 3 and 4, a reference under the appropriate contract provision to “days” entitlement will mean eight (8) hours. Therefore a ten (10) hour shift will constitute one and a quarter (1.25) days deducted from credits.
- (1) Vacation
 - (2) Floating Holiday
 - (3) Sick Leave
 - (4) Leave of Absence
 - (5) Travelling Time Outside Normal Working Hours
 - (6) Payment for Temporary Supervision
 - (7) Time Charges and Expenses for employee Union Representatives
- (b) When an employee is scheduled to work a ten (10) hour shift and one of the undernoted conditions occurs, a “day” will be considered to be 10 hours:
- (1) Jury Duty
 - (2) Funerals
 - (3) Moving Day

21.3 Differential for Shift Work Tradespersons and Stationary Engineers

Shift differentials shall apply to employees required to work on a three-shift schedule or a two-shift schedule. The first part of a three-shift or a two-shift schedule shall begin at normal starting time.

A shift differential of 70 cents per hour shall be paid to employees who are scheduled to work between the hours of 1600 and 2400.

A shift differential of 1 dollar per hour shall be paid to employees who are scheduled to work between the hours of 0000 to 0800.

For Regular part-time and Temporary part-time employees, shift differential is not applicable when the shift starts and ends between the hours of 0700 and 1800.

The wage schedule rates for the following classifications are deemed to include full payment for the normal hours and days of work as shown in their schedule and shift differentials shall not apply:

Janitor ‘AA’

Janitor ‘A’

The appropriate shift differential shall be paid for the first eight hours of each scheduled shift on any regular scheduled day of work and shall not apply for any overtime hours. When premium time is involved for payment of shift work,

the premium rate shall be computed on the standard basic rate, excluding shift differential [see Subsection 21.0(4)(e)].

22.0 OVERTIME PROVISIONS

Due to the nature of the Company operations, some employees will be required to work overtime. Overtime will be minimized and managed within the limits of corporate effectiveness and customer impact. In recognition of employee well-being and inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees.

22.1 Overtime Definitions

Overtime: Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours and is therefore, subject to compensation at premium rates.

22.2 Minimum Payments

All overtime performed, or reported for due to lack of notice of cancellation, shall result in a minimum payment of the greater of four hours at straight time pay or the actual time worked at the appropriate premium rate, except in the following circumstances:

1. Overtime arranged during normal working hours and worked as an extension before and/or after the employee's normal hours of work requires no minimum payment.
2. When short call-outs are repeated within one hour of the completion of a previous call-out for which the minimum was paid, no additional minimum payment is required.
3. For overtime call-outs occurring less than two hours before the commencement of normal starting time, the minimum will not apply and the appropriate premium rate will be paid continuously from call-out time until normal starting time.

22.3 Premium Payments

Premium payment for overtime which does not include shift work shall be as follows:

1. One and one-half times the employee's basic rate shall be paid for all work performed during the first two clock hours (***one hour effective March 31, 2016***) after normal quitting time, Monday to Friday inclusive.
2. Two times the employee's basic rate shall be paid for:

All work performed outside of the first two clock hours (*one hour effective March 31, 2016*) after normal quitting time, Monday to Friday inclusive.

All work performed on Saturday, Sunday and statutory holidays.

3. When less than 48 hours' notice has been provided and an extra trip to the work location has been made to work overtime, time shall be counted from the time the employee leaves his/her home until he/she returns.

22.3.1 Overtime Cancellation Payments

All overtime cancelled within 48 hours of its scheduled commencement shall result in a cancellation payment of two hours at straight time rate except in the following circumstances:

1. Overtime arranged during normal scheduled hours as an extension to those normal scheduled hours requires no cancellation payments.
2. Overtime arranged as an extension before the normal hours of work requires no cancellation payment if cancelled with more than 16 hours' notice prior to its commencement.

22.4 Special Provisions Concerning Overtime

1. Because an employee was required to work overtime or because he/she lost time in changing shifts, he/she shall not be prevented from working his/her total number of normal daily hours in any normal scheduled day of work. If the employee cannot be supplied with the work required to make up the eight hours' work in that day, his/her pay shall be adjusted to provide a minimum of eight hours' work.
2. If an employee who has worked overtime is physically capable and the gang of which he/she is ordinarily a member is at work, he/she shall not be deprived of the opportunity of working his/her normal scheduled hours in addition to the overtime he/she may have worked.
3. An employee who has accumulated overtime hours shall receive this, in earnings, calculated at the appropriate premium rate and cannot be required to take time off in lieu of payment.
4. Employees who have worked overtime qualify for a rest period based on the following:
 1. An employee who is required to work continuously for more than 16 hours, or an employee who accumulates 16 hours of working time in any 24-hour period, shall be entitled to an eight-hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the overtime worked.

Should the employee be required to continue working beyond the above 16-hour work periods, the employee shall be paid two times his/her normal basic rate until an eight-hour rest period is granted.

Should an employee be released before 16 hours have elapsed, he/she will not be entitled to an eight-hour rest period, and his/her right to continue work at straight time will be governed by Section 22.4(2), above.

2. An employee on day work who is required to work 4 but less than 6 accumulative overtime hours between the hours of 2300 and 0700 shall be entitled to a 4 hour rest period.
3. An employee on day work who is required to work 6 or greater accumulative overtime hours between the hours of 2300 and 0700 shall be entitled to an 8 hour rest period.
4. If the rest period in 2 and 3 above extends into the employee's normal scheduled hours of work, he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. Should the employee be required to continue working during normal scheduled hours, the employee shall be paid at two times his/her normal basic rate until the rest period is granted.
5. In computing overtime for hourly-rated employees on shift work, excluding stationary engineers, 4th class, one and one-half times the employee's basic rate shall be paid for all work performed during the two-hour period following the scheduled shift and two times the employee's basic rate shall be paid for all work performed during the 14-hour period prior to the start of the scheduled shift, Monday to Friday inclusive. All work performed on Saturday, Sunday and statutory holidays shall be paid at two times the employee's basic rate.
6. Overtime Weekly-Rated: The following trades weekly-rated classifications shall receive overtime in accordance with the "premium payments" section of Part B Item 22.3 for all work in excess of the indicated hours:
 - (a) In excess of eight hours in a day; janitorial staff and vehicle services attendants.

22.5 Overtime – Regular Part-Time and Temporary Part-Time Employees

Overtime is defined as:

- (a) Hours worked which are in excess of the normal daily hours of the classification. The premium payment for such work is one and one-half times the employee's basic rate for all work performed during the first two clock hours after the normal quitting time of the classification, and two times the employee's basic rate for all work performed outside of the first two clock hours after the classification's normal quitting time.

and/or

- (b) Hours worked in excess of 24 in a week. The premium payment for such work is one and one-half times the employee's basic rate for the first two hours worked in a day. Two times the employee's basic rate for all work performed in excess of two hours in a day.

and/or

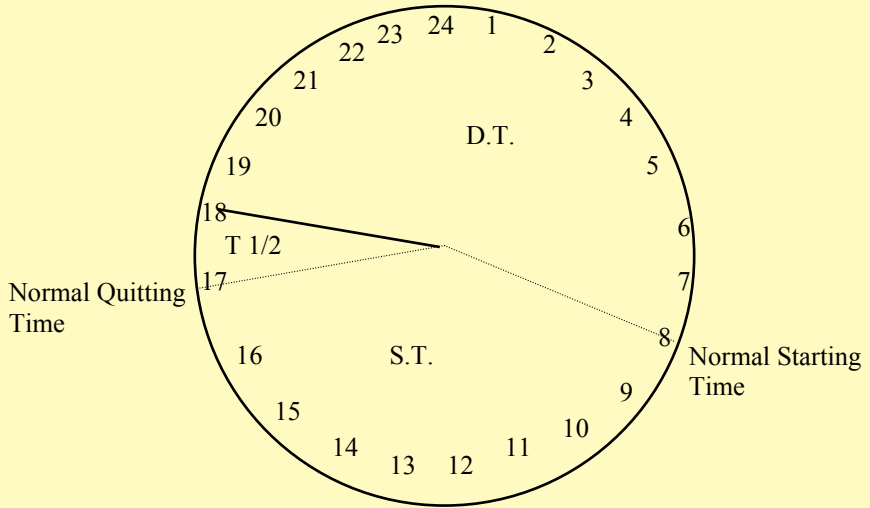
- (c) Unscheduled hours worked on Saturday and Sunday. The premium payment for unscheduled hours worked on Saturday and Sunday is two times the employee's basic rate.

22.6 Equivalent Time Off Without Pay

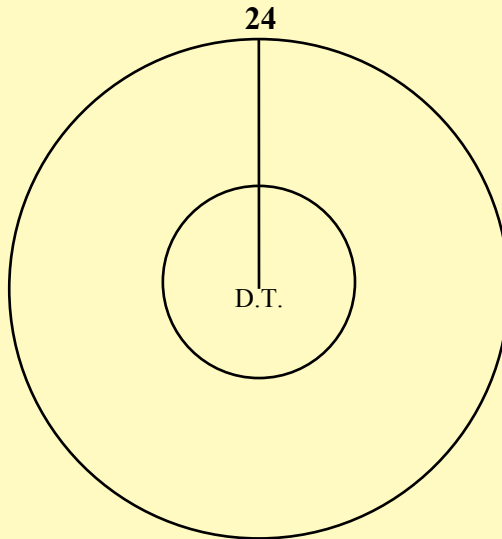
See Part 'A' Section 10.2

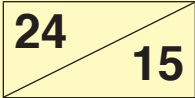
OVERTIME TABLE - HOURLY RATED EMPLOYEES

Monday to Friday



Saturday, Sunday, & Statutory Holiday





**HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 24 - REPRODUCTION & GRAPHIC SERVICES
- Dollars per Hour**

Grade	TRADE	Step 0	Step 1	Step 2	Step 3	Step 4	UTS	SUPV
							LVL 3	LEVEL 2
							Step 7	Step 8
01	Cameraperson Litho Press Operator I		41.61	42.71	43.80		47.30	
04	Micrographic Worker II Film Quality Inspector Photocompositor I, Press Operator			35.29	37.50		40.50	43.88

Advancement through trade groups is not automatic.

All progressions shall be in accordance with Item 3 of Part A.

RULES OF APPLICATION

- (1) All jobs on Wage Schedule 24 will be advertised within the Reproduction and Graphics Services Department when they become vacant.
- (2) Step 1 does not apply to the classification of Camerapersons.

Hydro One Labour Relations
Effective: April 1-2015

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 25 - TRADES
 - Dollars per Hour

Grade (Group)	TRADE	LEARNER		IMPROVER			J'PER Step 6	J'PER AA Step 7	UTS LVL 3 Step 8	UTS LVL 3A Step 9
		Step 0	Step 1	Step 2	Step 3	Step 4				
01	Customer Service Representative 'A'; Electrician Fitter Mechanic; Instrument Mechanic; Powerline Maintainer Machinist; Mechanic 'A'; P.M. Electrician 'A'; Welder 'A'	24.68	26.73	28.79	30.85	32.90	37.02	41.13	43.19	44.42
02	Cable Splicer (2), Switching Agent Building Mechanic Carpenter; Crane Operator (Licensed) Forester Mechanic; Mechanic B (1); Meter Mechanic; P.M. Electrician B Pipefitter; Tinsmith; Rigger; Welder Underground Cable Stakeout Person; Power Equipment Component Refinisher (2)	23.87	25.86	27.85	29.84	32.62	36.04	39.78	41.77	42.96
03	Asst Mechanic Crane Operator (licensed) 8 tons and under 20 tons Customer Service Representative Mechanic C (1) Meter Repairer; Painter Tool & Equipment Repair Person (3) Regional Site Maintenance Person (3A) Assistant Power Maintenance Electrician I	23.29	25.76	28.23	32.80	38.05	38.46	J'PER AA 39.95	UTS LVL 3 41.09	UTS LVL 3A 41.54
04	Assistant Power Maintenance Crane Operator (Licensed) under 8 Maintenance worker; Meter Reader Asst Cable Splicer (3) Station Maintenance & Inspection Meter Reader/Data Collector	23.33	25.80	28.27	36.34	37.47		J'PER AA 38.16	UTS LVL 3 39.25	
05	Handyperson (4)		23.34	29.89	32.96		J'PER AA 34.61	UTS LVL 3 35.60		
06	Powerline Ground Assistant		29.92	31.61	33.24		34.90	35.90		
07	Powerline Maintainer Special (5)		38.05							
08	Labourer (6)		23.34	26.95	29.94	32.34	35.03			
09	Summer Student (7)		17.79	19.27						
10	Meter Reader B		22.64	25.93						
11	Supervising Meter Reader Supervising Meter Reader/Data		41.79							

- (1) Advancement from Mechanic C to B or A is not automatic.
- (2) For all Trade Group 1 and 2 jobs, progressions are on 6-month intervals until step 4 is reached and are then on an anniversary basis until Journeyman level is reached.
- (3) For all Trade Group 3 and 4 jobs, first increase six months after start, second increase twelve months after starting date. All other progressions are on an anniversary basis until Journeyman level is reached.
- (3A) Step 5 is used for Regional Site Maintenance employees who are required to hold a valid MOEE Herbicide Land Exterminator Class 01 licence. The base rate for Step 5 will be 41 cents per hour above Step 4, retroactive to January 1, 1999.
- (4) First increase six months after starting date.
- (4A) Step 5 is used as a step-up rate for Meter Reader/Data Collector employees required to perform Cable Locates.
- (5) Not a hiring classification. Restricted for use of retrogressed Powerline Maintainers or former Rural Linepersons who are not fully qualified to perform the duties of their present positions.
- (6) Progressions are on six (6) month intervals until Step 2 is reached.
- (7) Step 0 paid for first year of employment, Step 1 paid for second year of employment.

Hydro One Labour Relations
Effective: April 1-2015

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 25 - WORKING SUPERVISORS
 - Dollars per Hour

SCHEDULE 25		GROUP 1	GROUP 2
<u>TRADE GROUP</u>	<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>
01	01	48.12	50.18
02	02	46.54	48.53
03	03	44.52	46.42
03	3A	45.00	46.92
04	04	42.52	44.33
05	05	38.56	40.21

SCHEDULE 27		GROUP 1	GROUP 2
<u>TRADE GROUP</u>	<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>
01	11	50.80	52.97
02	12	46.55	48.54
03	13	44.52	46.42
04	14	42.49	44.31
05	15	36.26	37.81

SCHEDULE 28		GROUP 1	GROUP 2
<u>TRADE GROUP</u>	<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>
01	21	51.97	54.19
02	22	48.87	50.96

NOTES:

These grades are applicable to PWU Supervisors who supervise employees paid from Schedules 25, 27 and 28 and for union members who relieve in Trades Supervisory position.

Group 1 is the hourly rate for union Supervisors Level 2. It is also applicable to union members relieving in union Supervisors Level 2

Group 2 is the hourly rate for union Supervisors Level 1. It is also applicable to union members relieving in union Supervisors Level 1

Trade Group 3, Grade 3A applicable to Schedule 25 (Group 03, Step 5).

Hydro One Labour Relations

Effective: April 1-2015

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 27 - MOTIVE POWER TRADES
 - Dollars per Hour

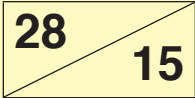
Grade (Group)	TRADE	LEARNER				IMPROVER			J'PER Step 7	J'PER	UTS
		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		AA Step 8	LVL 3 Step 9
01	Regional Field Mechanic; Transport & Work Equipment	26.05	28.22	30.39	32.57	34.74	36.91	39.08	41.25	43.42	46.89
07	Autobody Fabricator Hydraulics & Automotive Machinist	24.68	26.73	28.79	30.85	32.90	34.96	37.02	39.79	41.13	44.42
02	Regional Shop Mechanic Transport Mechanic Work Equipment Mechanic Auto Body Repairer (1)	23.87	25.86	27.85	29.84	32.63	35.02	37.40	39.79		42.97
03	Automotive Painter (2)	23.29	25.76	28.23	32.80	38.05					41.09
06	Fuel and Electrical Systems Mechanic	23.29	25.76	28.23	32.80	38.05					41.09
04	Accessories Installer	23.43	25.86	28.29	36.32						39.23
05	Service Station Attendant	23.15	25.50	30.99							33.47

All progressions shall be in accordance with Item 3 of Part A.

NOTES:

- (1) For all Trade Group 1 and 2 jobs, progressions are on 6-month intervals until Step 4 is reached and are then on an anniversary basis until Journeyperson level is reached.
- (2) For Trade Group 3 jobs, progressions are on 6-month intervals until Journeyperson level is reached.
- (3) For Trade Group 6 jobs, progressions are on 6-month intervals until Step 2 is reached and are then on an anniversary basis until Journeyperson level is reached.

Hydro One Labour Relations
 Effective: April 1-2015



HYDRO ONE
 POWER WORKERS' UNION COLLECTIVE AGREEMENT
 WAGE SCHEDULE 28 - REGIONAL MAINTAINERS
 - Dollars per Hour

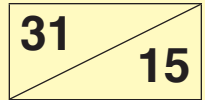
Grade (Group)	TRADE	LEARNER			IMPROVER			REGIONAL MAINTAINER 2		REG MAIN 1	UTS LVL 3
		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
01	Regional Maintainer-Lines	24.68	26.73	28.79	30.85	32.90	37.02	41.13	42.78	44.42	47.97
	Regional Maintainer - Electrical										
	Regional Maintainer - Mechanical										
	Regional Maintainer - Cable Splicer										
	Customer Service Representative - I										
	Regional Maintainer-Power										
	Equipment Electrician										
02	Regional Maintainer - Civil	23.87	25.86	27.85	29.84	32.62	36.04	39.78	41.77		45.11
	Regional Maintainer - Forestry										

NOTES:

Progressions are on 6-month intervals until step 4 is reached and are then on an anniversary basis until the Maintainer 1 level is reached.

All progressions shall be in accordance with Item 3 of Part A.

Hydro One Labour Relations
 Effective: April 1-2015



**HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 31
TRADES - SERVICES (WEEKLY RATED)
WEEKLY DOLLARS**

GRADE	TITLE	STEP 0	STEP 1	STEP 2	STEP 3	UTS LVL 3 STEP 4	SUPV LEVEL 2 STEP 5
16	Janitor 'A'		1,132.69	1,237.91		1,336.94	1,448.35

This schedule is applicable to a 40-hour work week.

All progressions shall be in accordance with Item 3 of Part A.

Hydro One Labour Relations
Effective: April 1-2015

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 24 - REPRODUCTION & GRAPHIC SERVICES
- Dollars per Hour

Grade	TRADE	Step 0	Step 1	Step 2	Step 3	Step 4	UTS	SUPV
							LVL 3	LEVEL 2
							Step 7	Step 8
01	Cameraperson Litho Press Operator I		42.03	43.13	44.24		47.78	
04	Micrographic Worker II Film Quality Inspector Photocompositor I, Press Operator			35.65	37.88		40.91	44.32

Advancement through trade groups is not automatic.

All progressions shall be in accordance with Item 3 of Part A.

RULES OF APPLICATION

- (1) All jobs on Wage Schedule 24 will be advertised within the Reproduction and Graphics Services Department when they become vacant.
- (2) Step 1 does not apply to the classification of Camerapersons.

Hydro One Labour Relations
 Effective: April 1-2016

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 25 - TRADES
 - Dollars per Hour

Grade (Group)	TRADE	LEARNER		IMPROVER			J'PER Step 6	J'PER AA Step 7	UTS LVL 3 Step 8	UTS LVL 3A Step 9	
		Step 0	Step 1	Step 2	Step 3	Step 4					Step 5
01	Customer Service Representative 'A'; Electrician Fitter Mechanic; Instrument Mechanic; Powerline Maintainer Machinist; Mechanic 'A'; P.M. Electrician 'A'; Welder 'A'	24.92	27.00	29.08	31.16	33.23	37.39	41.54	43.62	44.86	
02	Cable Splicer (2), Switching Agent Building Mechanic Carpenter; Crane Operator (Licensed) Forester Mechanic; Mechanic B (1); Meter Mechanic; P.M. Electrician B Pipefitter; Tinsmith; Rigger; Welder Underground Cable Stakeout Person; Power Equipment Component Refinisher (2)	24.11	26.12	28.13	30.14	32.95	36.40	40.18	42.19	43.39	
03	Asst Mechanic Crane Operator (licensed) 8 tons and under 20 tons Customer Service Representative Mechanic C (1) Meter Repairer; Painter Tool & Equipment Repair Person (3) Regional Site Maintenance Person (3A) Assistant Power Maintenance Electrician I	23.52	26.02	28.52	33.13	38.43	38.84		J'PER AA 40.35	UTS LVL 3 41.50	UTS LVL 3A 41.95
04	Assistant Power Maintenance Crane Operator (Licensed) under 8 Maintenance worker; Meter Reader Asst Cable Splicer (3) Station Maintenance & Inspection Meter Reader/Data Collector	23.56	26.06	28.55	36.70	37.84			J'PER AA 38.54	UTS LVL 3 39.64	
05	Handyperson (4)		23.57	30.19	33.29			J'PER AA 34.95	UTS LVL 3 35.95		
06	Powerline Ground Assistant		30.21	31.93	33.57			35.25	36.26		
07	Powerline Maintainer Special (5)		38.43								
08	Labourer (6)		23.57	27.22	30.24	32.66	35.38				
09	Summer Student (7)		17.97	19.46							
10	Meter Reader B		22.86	26.19							
11	Supervising Meter Reader Supervising Meter Reader/Data		42.21								

- (1) Advancement from Mechanic C to B or A is not automatic.
- (2) For all Trade Group 1 and 2 jobs, progressions are on 6-month intervals until step 4 is reached and are then on an anniversary basis until Journeyman level is reached.
- (3) For all Trade Group 3 and 4 jobs, first increase six months after start, second increase twelve months after starting date. All other progressions are on an anniversary basis until Journeyman level is reached.
- (3A) Step 5 is used for Regional Site Maintenance employees who are required to hold a valid MOEE Herbicide Land Exterminator Class 01 licence. The base rate for Step 5 will be 41 cents per hour above Step 4, retroactive to January 1, 1999.
- (4) First increase six months after starting date.
- (4A) Step 5 is used as a step-up rate for Meter Reader/Data Collector employees required to perform Cable Locates.
- (5) Not a hiring classification. Restricted for use of retrogressed Powerline Maintainers or former Rural Linepersons who are not fully qualified to perform the duties of their present positions.
- (6) Progressions are on six (6) month intervals until Step 2 is reached.
- (7) Step 0 paid for first year of employment, Step 1 paid for second year of employment.

Hydro One Labour Relations
 Effective: April 1-2016

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 25 - WORKING SUPERVISORS
 - Dollars per Hour

SCHEDULE 25		GROUP 1	GROUP 2
TRADE GROUP	GRADE	STEP 1	STEP 2
01	01	48.60	50.68
02	02	47.01	49.02
03	03	44.96	46.88
03	3A	45.44	47.38
04	04	42.94	44.77
05	05	38.95	40.61

SCHEDULE 27		GROUP 1	GROUP 2
TRADE GROUP	GRADE	STEP 1	STEP 2
01	11	51.30	53.50
02	12	47.02	49.03
03	13	44.96	46.88
04	14	42.92	44.75
05	15	36.62	38.19

SCHEDULE 28		GROUP 1	GROUP 2
TRADE GROUP	GRADE	STEP 1	STEP 2
01	21		
02	22	52.49	54.73
		49.36	51.47

NOTES:

These grades are applicable to PWU Supervisors who supervise employees paid from Schedules 25, 27 and 28 and for union members who relieve in Trades Supervisory position.

Group 1 is the hourly rate for union Supervisors Level 2. It is also applicable to union members relieving in union Supervisors Level 2

Group 2 is the hourly rate for union Supervisors Level 1. It is also applicable to union members relieving in union Supervisors Level 1

Trade Group 3, Grade 3A applicable to Schedule 25 (Group 03, Step 5).

Hydro One Labour Relations

Effective: April 1-2016

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 27 - MOTIVE POWER TRADES
 - Dollars per Hour

Grade (Group)	TRADE	LEARNER				IMPROVER			J'PER Step 7	J'PER	UTS
		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		AA Step 8	LVL 3 Step 9
01	Regional Field Mechanic; Transport & Work Equipment	26.31	28.50	30.70	32.89	35.08	37.27	39.47	41.66	43.85	47.36
07	Autobody Fabricator Hydraulics & Automotive Machinist	24.92	27.00	29.08	31.16	33.23	35.31	37.39	40.19	41.54	44.86
02	Regional Shop Mechanic Transport Mechanic Work Equipment Mechanic Auto Body Repairer (1)	24.11	26.12	28.13	30.14	32.96	35.37	37.78	40.19		43.41
03	Automotive Painter (2)	23.52	26.02	28.52	33.13	38.43					41.50
06	Fuel and Electrical Systems Mechanic	23.52	26.02	28.52	33.13	38.43					41.50
04	Accessories Installer	23.66	26.12	28.57	36.68						39.61
05	Service Station Attendant	23.38	25.76	31.30							33.80

All progressions shall be in accordance with Item 3 of Part A.

NOTES:

- (1) For all Trade Group 1 and 2 jobs, progressions are on 6-month intervals until Step 4 is reached and are then on an anniversary basis until Journeyperson level is reached.
- (2) For Trade Group 3 jobs, progressions are on 6-month intervals until Journeyperson level is reached.
- (3) For Trade Group 6 jobs, progressions are on 6-month intervals until Step 2 is reached and are then on an anniversary basis until Journeyperson level is reached.

Hydro One Labour Relations
 Effective: April 1-2016

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 28 - REGIONAL MAINTAINERS
 - Dollars per Hour

Grade (Group)	TRADE	LEARNER			IMPROVER			REGIONAL MAINTAINER 2		REG MAIN 1	UTS LVL 3
		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
01	Regional Maintainer-Lines	24.92	27.00	29.08	31.16	33.23	37.39	41.54	43.20	44.86	48.45
	Regional Maintainer - Electrical										
	Regional Maintainer - Mechanical										
	Regional Maintainer - Cable Splicer										
	Customer Service Representative - I										
02	Regional Maintainer-Power Equipment Electrician										
	Regional Maintainer - Civil	24.11	26.12	28.13	30.14	32.95	36.40	40.18	42.19		45.57
	Regional Maintainer - Forestry										

NOTES:

Progressions are on 6-month intervals until step 4 is reached and are then on an anniversary basis until the Maintainer 1 level is reached.

All progressions shall be in accordance with Item 3 of Part A.

Hydro One Labour Relations
 Effective: April 1-2016

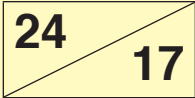
HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 31
TRADES - SERVICES (WEEKLY RATED)
WEEKLY DOLLARS

<u>GRADE</u>	<u>TITLE</u>	<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>UTS LVL 3 STEP 4</u>	<u>SUPV LEVEL 2 STEP 5</u>
16	Janitor 'A'		1,144.02	1,250.29		1,350.31	1,462.84

This schedule is applicable to a 40-hour work week.

All progressions shall be in accordance with Item 3 of Part A.

Hydro One Labour Relations
 Effective: April 1-2016



HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 24 - REPRODUCTION & GRAPHIC SERVICES
- Dollars per Hour

Grade	TRADE	Step 0	Step 1	Step 2	Step 3	Step 4	UTS	SUPV
							LVL 3	LEVEL 2
							Step 7	Step 8
01	Cameraperson Litho Press Operator I		42.45	43.56	44.68		48.25	
04	Micrographic Worker II Film Quality Inspector Photocompositor I, Press Operator			36.00	38.26		41.32	44.76

Advancement through trade groups is not automatic.

All progressions shall be in accordance with Item 3 of Part A.

RULES OF APPLICATION

- (1) All jobs on Wage Schedule 24 will be advertised within the Reproduction and Graphics Services Department when they become vacant.
- (2) Step 1 does not apply to the classification of Camerapersons.

Hydro One Labour Relations
Effective: April 1-2017

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 25 - TRADES
 - Dollars per Hour

Grade (Group)	TRADE	LEARNER		IMPROVER			J'PER Step 6	J'PER AA Step 7	UTS LVL 3 Step 8	UTS LVL 3A Step 9
		Step 0	Step 1	Step 2	Step 3	Step 4				
01	Customer Service Representative 'A'; Electrician Fitter Mechanic; Instrument Mechanic; Powerline Maintainer Machinist; Mechanic 'A'; P.M. Electrician 'A'; Welder 'A'	25.18	27.27	29.37	31.47	33.57	37.76	41.96	44.06	45.32
02	Cable Splicer (2), Switching Agent Building Mechanic Carpenter; Crane Operator (Licensed) Forester Mechanic; Mechanic B (1); Meter Mechanic; P.M. Electrician B Pipefitter; Tinsmith; Rigger; Welder Underground Cable Stakeout Person; Power Equipment Component Refinisher (2)	24.35	26.38	28.41	30.44	33.28	36.77	40.58	42.61	43.83
03	Asst Mechanic Crane Operator (licensed) 8 tons and under 20 tons Customer Service Representative Mechanic C (1) Meter Repairer; Painter Tool & Equipment Repair Person (3) Regional Site Maintenance Person (3A) Assistant Power Maintenance Electrician I	23.75	26.27	28.80	33.45	38.81	39.22	40.75	41.91	42.36
04	Assistant Power Maintenance Crane Operator (Licensed) under 8 Maintenance worker; Meter Reader Asst Cable Splicer (3) Station Maintenance & Inspection Meter Reader/Data Collector	23.80	26.32	28.84	37.07	38.22		38.92	40.04	
05	Handyperson (4)		23.80	30.49	33.62		35.30	36.31		
06	Powerline Ground Assistant		30.52	32.25	33.91		35.61	36.62		
07	Powerline Maintainer Special (5)		38.81							
08	Labourer (6)		23.80	27.49	30.54	32.98	35.73			
09	Summer Student (7)		18.15	19.65						
10	Meter Reader B		23.09	26.45						
11	Supervising Meter Reader Supervising Meter Reader/Data		42.63							

- (1) Advancement from Mechanic C to B or A is not automatic.
- (2) For all Trade Group 1 and 2 jobs, progressions are on 6-month intervals until step 4 is reached and are then on an anniversary basis until Journeyman level is reached.
- (3) For all Trade Group 3 and 4 jobs, first increase six months after start, second increase twelve months after starting date. All other progressions are on an anniversary basis until Journeyman level is reached.
- (3A) Step 5 is used for Regional Site Maintenance employees who are required to hold a valid MOEE Herbicide Land Exterminator Class 01 licence. The base rate for Step 5 will be 41 cents per hour above Step 4, retroactive to January 1, 1999.
- (4) First increase six months after starting date.
- (4A) Step 5 is used as a step-up rate for Meter Reader/Data Collector employees required to perform Cable Locates.
- (5) Not a hiring classification. Restricted for use of retrogressed Powerline Maintainers or former Rural Linepersons who are not fully qualified to perform the duties of their present positions.
- (6) Progressions are on six (6) month intervals until Step 2 is reached.
- (7) Step 0 paid for first year of employment, Step 1 paid for second year of employment.

Hydro One Labour Relations
 Effective: April 1-2017

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 25 - WORKING SUPERVISORS
 - Dollars per Hour

SCHEDULE 25		GROUP 1	GROUP 2
<u>TRADE GROUP</u>	<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>
01	01	49.09	51.19
02	02	47.48	49.51
03	03	45.41	47.35
03	3A	45.89	47.85
04	04	43.37	45.23
05	05	39.34	41.02

SCHEDULE 27		GROUP 1	GROUP 2
<u>TRADE GROUP</u>	<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>
01	11	51.82	54.03
02	12	47.49	49.52
03	13	45.41	47.35
04	14	43.35	45.20
05	15	36.98	38.56

SCHEDULE 28		GROUP 1	GROUP 2
<u>TRADE GROUP</u>	<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>
01	21	53.02	55.29
02	22	49.85	51.98

NOTES:

These grades are applicable to PWU Supervisors who supervise employees paid from Schedules 25, 27 and 28 and for union members who relieve in Trades Supervisory position.

Group 1 is the hourly rate for union Supervisors Level 2. It is also applicable to union members relieving in union Supervisors Level 2

Group 2 is the hourly rate for union Supervisors Level 1. It is also applicable to union members relieving in union Supervisors Level 1

Trade Group 3, Grade 3A applicable to Schedule 25 (Group 03, Step 5).

Hydro One Labour Relations
 Effective: April 1-2017

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 27 - MOTIVE POWER TRADES
 - Dollars per Hour

Grade (Group)	TRADE	LEARNER				IMPROVER			J'PER	J'PER AA	UTS LVL 3
		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
01	Regional Field Mechanic; Transport & Work Equipment	26.57	28.79	31.00	33.22	35.43	37.65	39.86	42.08	44.29	47.83
07	Autobody Fabricator Hydraulics & Automotive Machinist	25.18	27.27	29.37	31.47	33.57	35.67	37.76	40.59	41.96	45.32
02	Regional Shop Mechanic Transport Mechanic Work Equipment Mechanic Auto Body Repairer (1)	24.35	26.38	28.41	30.44	33.28	35.72	38.15	40.59		43.84
03	Automotive Painter (2)	23.75	26.27	28.80	33.45	38.81					41.91
06	Fuel and Electrical Systems Mechanic	23.75	26.27	28.80	33.45	38.81					41.91
04	Accessories Installer	23.90	26.38	28.86	37.05						40.01
05	Service Station Attendant	23.61	26.02	31.61							34.14

All progressions shall be in accordance with Item 3 of Part A.

NOTES:

- (1) For all Trade Group 1 and 2 jobs, progressions are on 6-month intervals until Step 4 is reached and are then on an anniversary basis until Journeyperson level is reached.
- (2) For Trade Group 3 jobs, progressions are on 6-month intervals until Journeyperson level is reached.
- (3) For Trade Group 6 jobs, progressions are on 6-month intervals until Step 2 is reached and are then on an anniversary basis until Journeyperson level is reached.

Hydro One Labour Relations
 Effective: April 1-2017

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 28 - REGIONAL MAINTAINERS
 - Dollars per Hour

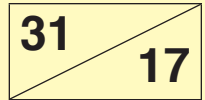
Grade (Group)	TRADE	LEARNER			IMPROVER			REGIONAL MAINTAINER 2		REG MAIN 1	UTS LVL 3
		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
01	Regional Maintainer-Lines	25.18	27.27	29.37	31.47	33.57	37.76	41.96	43.64	45.32	48.95
	Regional Maintainer - Electrical										
	Regional Maintainer - Mechanical										
	Regional Maintainer - Cable Splicer										
	Customer Service Representative - I										
	Regional Maintainer-Power										
	Equipment Electrician										
02	Regional Maintainer - Civil	24.35	26.38	28.41	30.44	33.28	36.77	40.58	42.61		46.02
	Regional Maintainer - Forestry										

NOTES:

Progressions are on 6-month intervals until step 4 is reached and are then on an anniversary basis until the Maintainer 1 level is reached.

All progressions shall be in accordance with Item 3 of Part A.

Hydro One Labour Relations
 Effective: April 1-2017



**HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 31
TRADES - SERVICES (WEEKLY RATED)
WEEKLY DOLLARS**

<u>GRADE</u>	<u>TITLE</u>	<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>UTS LVL 3 STEP 4</u>	<u>SUPV LEVEL 2 STEP 5</u>
16	Janitor 'A'		1,155.45	1,262.79		1,363.81	1,477.46

This schedule is applicable to a 40-hour work week.

All progressions shall be in accordance with Item 3 of Part A.

Hydro One Labour Relations
Effective: April 1-2017

NOTES

NOTES

NOTES

PART C
CONTROLLERS/DISPATCHERS/TRAINEEES

C-1

TABLE OF CONTENTS

PART C

		Page Number
1.0	WAGE RATES	C-4
2.0	CONTROLLERS/DISPATCHERS' ORGANIZATIONAL STRUCTURE	C-4
2.1	Application	C-4
2.2	Application of Controllers/Dispatchers Organizational Stucture	C-4
3.0	SUPERVISORY DUTIES	C-4
4.0	ON CALL CONTROLLERS/DISPATCHERS SALARY SCHEDULES	C-5
5.0	MEAL PROVISIONS	C-5
5.1	Provision of Meals	C-5
5.2	Meal Periods.....	C-5
6.0	RELIEF WORK & ACTING IN VACANCIES	C-6
6.1	Selection to/Acting in Vacancies.....	C-6
6.2	Relief Work In a Non-Union Position.....	C-6
7.0	SHIFT WORK	C-6
7.1	Regular Controllers/Dispatchers.....	C-7
7.1.1	Master Work Schedule.....	C-7
7.1.2	Time Balance	C-7
7.1.3	Revisions to Master Work Schedule.....	C-7
7.1.4	Penalties	C-8
7.2	Controller/Dispatcher Trainees and Surplus Controllers/Dispatchers.....	C-8
7.2.1	Work Schedule (Supernumerary).....	C-8
7.2.2	Revisions to Work Schedule.....	C-9
7.2.3	Transfers between Work Schedule and Master Work Schedule.....	C-9
7.2.4	Penalties	C-9
7.3	Controller/Dispatcher Trainees	C-10
7.3.1	Work Schedule (Supernumerary).....	C-10
7.3.2	Revisions to Work Schedule.....	C-10
7.3.3	Transfers between Work Schedule and Master Work Schedule.....	C-10

**TABLE OF CONTENTS – PART C
(continued)**

		Page Number
7.3.4	Penalties	C-10
7.4	Miscellaneous Scheduling Provisions	C-10
7.4.1	Administration	C-10
7.4.2	Changing Positions on a Shift	C-11
7.4.3	Definition	C-11
7.4.4	Training	C-11
7.4.5	Floating Statutory Holiday	C-11
7.5	Twelve-Hour Shifts – Controllers/Dispatchers	C-12
7.5.1	Implementation	C-12
7.5.2	Scheduling Provisions	C-12
7.5.3	Election Coverage	C-13
7.5.4	Administration of Entitlements	C-14
7.6	Forty-Hour Per Week Controller/Dispatchers/Trainees	C-15
7.6.1	Non-shift Day Controller/Dispatchers	C-15
7.7	Differential for Shift Work	C-15
8.0	OVERTIME PROVISIONS	C-16
8.1	Overtime Definitions	C-16
8.2	Minimum Payments	C-16
8.2.1	Emergency Overtime	C-16
8.2.2	Prearranged Overtime	C-17
8.3	Premium Payments	C-17
8.3.1	Payment for Overtime	C-17
8.3.2	Scheduled Work	C-18
8.3.3	Cancelled Vacation Days	C-18
8.4	Special Provisions Concerning Overtime	C-18
8.5	Overtime – Regular Part-Time and Temporary Part-Time Employees	C-19
8.6	Equivalent Time Off Without Pay	C-19

PART C
CONTROLLERS/DISPATCHERS AND TRAINEES
Specific Matters of Agreement

1.0 WAGE RATES

Controllers/dispatchers and trainees will be paid on the basis of an hourly rate. Basic wage, shift bonus, and all premium time entitlement shall be at an hourly rate with balanced weekly payments of the basic wage.

Wage rates shall be in accordance with wage schedule 30 which is part of this Agreement.

2.0 CONTROLLERS/DISPATCHERS ORGANIZATIONAL STRUCTURE

2.1 Application

Refer to arbitration award HO-P-8, HO-P-10, HO-O-20 and HO-0-21, dated May 30, 2002, for a description of the controller/dispatcher organization structure.

2.2 Application of Controller/Dispatcher Organizational Structure

Where it is mutually recognized that a problem or problems exist regarding the application of the controller/dispatcher organizational structure, a meeting of the Union and the Company will be called to resolve these specific problems. However, individual problems regarding the interpretation and application of the method will be initially dealt with in the field between the employee and his/her supervisor.

3.0 SUPERVISORY DUTIES

Under normal circumstances controller/dispatcher/trainee's non- union supervisor's duties are of a supervisory nature. His/her principal responsibility is to guide and direct his/her staff in the safe and proper performance of their work. It is necessary for him/her to gauge the degree of supervision required by the employees under his/her direction. Normally, a non-union supervisor must not take the place of a controller/dispatcher.

In the event that an emergent condition arises, a controller/dispatcher must be called in. However, when such a controller/dispatcher is not immediately available, the non-union supervisor may perform whatever duties are necessary until the controller/dispatcher can report for duty.

4.0 ON CALL CONTROLLERS/DISPATCHERS/TRAINEEES

On call is the term used to cover on-call service performed by controllers/dispatchers/trainees. While on call they are allowed up to a maximum of one (1) hour between the time they are called and the time when they report to work.

The rate of pay for on-call duty will be one-half hour at the employee's basic hourly rate per day, except for Saturdays, Sundays and statutory holidays when the rate will be one (1) hour at the employee's basic hourly rate per day. An employee required to report to work for on-call duty shall be paid for his/her working time in accordance with the standard regulations governing overtime, including the regulation governing work performed on a short call basis.

On-call duty by controllers/dispatchers/trainees will be on a purely voluntary, individual basis.

5.0 MEAL PROVISIONS

5.1 Provision of Meals

In recognition of the importance of regular meals to an individual's health and effectiveness on the job, the Company will supply meals as outlined below and when required, will assign an employee to secure the meals.

- (a) Employees provide their own meals on regular days of work.
- (b) When an employee works overtime on a regular day off, he/she will be expected to provide one meal if 23 hours notice has been given.
- (c) When an employee works extension overtime before or after normal scheduled hours, all required meals will be provided by the Company. The first meal (or meal allowance) will be provided when two (2) hours of overtime are worked. Subsequent meals or meal allowances will be provided every four (4) hours of overtime worked thereafter.
- (d) When meals cannot be reasonably obtained¹, an allowance of \$15.00 per meal will be paid.

5.2 Meal Periods

- (a) Employees on day work shall take a meal period designated by the Company and shall not be paid for this time (unless otherwise provided for in the Collective Agreement).
- (b) Employees on shift work shall eat their meals during the shift hours as conditions permit.

¹ 'Reasonably obtained' is to be defined locally by Union and Management.

- (c) When an employee works extension overtime, no time shall be deducted for eating such meals where the employee eats the meal on the job and in a minimum of time.

6.0 RELIEF WORK & ACTING IN VACANCIES

6.1 Selection to/Acting in Vacancies

Selection to positions in the controller/dispatcher/trainee wage schedule to be made within 90 days after the vacancy is created providing there is a suitable applicant.

6.2 Relief Work In a Non-Union Position

1. When a controller/dispatcher is used to supply relief in a non-union supervisory position he/she shall receive five percent (5%) above their base rate. When a controller/dispatcher is used to supply relief in a higher rated non-union non-supervisory position he/she shall receive three percent (3%) above their base rate.
2. The entitlement of controllers/dispatchers for payment of vacation days at a relief rate as outlined in 1. above will be determined by the amount of relief provided during the period from January 1st to December 31st each year. If relief has been provided for 50 percent (50%) or more of this time in a higher position, all vacation days taken during this same period will be paid at the higher rate. Time worked after a permanent promotion to a higher position will not be counted towards the 50 percent (50%) credit.
3. When a controller/dispatcher relieves in a non-union position and he/she acquires a lieu day (statutory holiday), the lieu day shall be paid at the higher rate.
4. When relieving in a non-union position during his/her normally scheduled hours of work, a controller/dispatcher shall be paid a minimum of four hours' pay at the appropriate relief rate, or the actual hours worked, whichever is greater.

7.0 SHIFT WORK

The content, preparation, posting and administration of shift schedules is the sole responsibility of the Company.

The posting of master shift schedules will be done in a manner that considers the needs of both the employee and the Company.

7.1 Regular Controllers/Dispatchers

7.1.1 Master Work Schedule

A six-month (commencing in January and July) master work schedule, averaging 40 hours per week, posted one month in advance, will be prepared and posted indicating the days, hours of work (shift) for each controller/dispatcher. The master work schedule will provide a minimum of 16 hours off between eight hour shifts.

7.1.2 Time Balance

1. The master work schedule shall have the time balance adjusted for each controller/dispatcher to zero on June 30 and December 31. Statutory holidays occurring and vacation allowances taken during the respective periods shall be included when computing time balances.
2. Plus time balances on the above dates shall be paid for at premium rates of pay.
3. Minus time balances which occur as a result of implementing the provisions of 7.1.2(1), 7.4.4 and 7.4.5 shall be worked off in the master work schedule in which they occur or the two-month period immediately following the establishment of the minus time, whichever is the greater.

7.1.3 Revisions to Master Work Schedule

Revisions to master work schedules should be done in a manner that mutually meets the needs of both the employee and the Company.

It is the Company's intent to minimize the impact of revisions to master work schedules on the affected employees consistent with good business practices.

This shall be accomplished by open discussion with all potentially affected employees to ensure:

- the impact of disruption to the employee's previously scheduled time off is considered
- that employees understand the impact of the changes on the cost to the Company.

Master work schedules may be subject to revisions as follows:

1. Individual controllers/dispatchers may be changed within the master work schedule for strengthening of shifts providing a minimum of seven days' notice is given. The intention is that such changes shall normally be of a permanent nature.

In the case of illness, which would result in a staff shortage, four (4) days' advance notice will be given when placing an employee on shift.

2. Supernumerary hours of work may be changed within a calendar day to strengthen a shift providing a minimum notice of 16 non-working hours is given before the start of the first affected shift. If sufficient notice cannot be provided, this change will not be made.
3. With a minimum of four days' notice, supernumerary days of work may be interchanged with scheduled days off, for meetings (excluding meetings involving Union), interviews, short leaves of absence, familiarization trips, training programs and for additional help during heavy workload periods. If more than four weeks separates a scheduled supernumerary day from a scheduled day off or four days' notice cannot be given then these may not be interchanged.
4. Once per schedule per controller/dispatcher and with a minimum of four days' notice an individual controller/dispatcher may be temporarily transferred from his/her master work schedule to the master work schedule of a controller/dispatcher who will be absent for at least ten working days. Seven days' notice will apply for subsequent temporary transfers. Such transfers shall be for the purpose of staff shortages due to transfers, leaves of absence or the absence of a controller/dispatcher involved in training as outlined in 7.4.5. A controller/dispatcher so transferred shall be required to assume the schedule of the absent controller/dispatcher and two days' notice shall be given when returning to his/her normal master work schedule.

A maximum of two additional regular controllers/dispatchers may be temporarily transferred to fill in behind the relieving controller/dispatcher and their moves shall be governed by the foregoing of this item.

5. An individual controller/dispatcher's schedule on a master shift schedule may be changed without penalty, as a result of his/her request for an extension of his/her vacation as outlined in Part A Section 6.7(1)(d).

7.1.4 Penalties

1. Failure to comply with one month's advance posting, as indicated in 7.1.1 shall require the payment of premium rates for work performed under the new schedule for which one month's advance posting has not been provided.
2. Failure to give the required notice, as indicated in 7.1.2(1) shall require the payment of premium rates until the notice period has elapsed.

7.2 Controller/Dispatcher Trainees and Surplus Controller/Dispatchers

7.2.1 Work Schedule (Supernumerary)

When supernumerary, surplus controllers/dispatchers and trainees shall be given a four-week schedule, averaging 40 hours per week, posted one week in advance, showing days and hours of work.

7.2.2 Revisions to Work Schedule

Supernumerary schedules themselves may be subject to revisions for purposes of necessary training, as follows:

1. Once per schedule per controller/dispatcher/trainee, scheduled supernumerary days of work may be interchanged with scheduled days off providing a minimum of one days' notice is given. For subsequent occurrences (i.e., within that 4-week schedule) a minimum of four days' notice will be given. If more than four weeks separate a scheduled supernumerary day from a scheduled day off, then these may not be interchanged. The one day's notice provision applies only to trainees who have less than five years' service in the electrical operating discipline.
2. Supernumerary hours of work may be changed within a calendar day providing a minimum notice of 16 non-working hours is given before the start of the first affected shift.

7.2.3 Transfers between Work Schedule and Master Work Schedule

1. When transferring from a supernumerary schedule to the schedule of a regular controller/dispatcher position and also when returning to their supernumerary schedule they shall be given one day's notice providing the transfer involves a change in the hours of work.
2. Plus time that has accumulated as a result of having worked in master work schedules shall be scheduled as time off during the four-week period following the controllers/dispatchers' return to their supernumerary schedules. Failure to schedule this time off as outlined above, or a cancellation of such scheduled time off, shall require the payment of all remaining plus time at the appropriate premium rate.
3. When occupying a regular controller/dispatcher position they shall be subject to the provisions governing regular controllers/dispatchers as detailed in 7.0.

7.2.4 Penalties

1. Failure to comply with the one week's advance posting, as indicated in 7.2.1 shall require the payment of premium rates for work performed under the new schedule for which one week's advance posting has not been provided.
2. Failure to give the required notice, as indicated in 7.2.2(1), 7.2.2(2) and 7.2.3 shall require the payment of premium rates until the notice period has elapsed.

7.3 Controller/Dispatcher Trainees

7.3.1 Work Schedule (Supernumerary)

When supernumerary, trainees shall be given an eight-week schedule, averaging 40 hours per week, posted two weeks in advance, showing days and hours of work.

7.3.2 Revisions to Work Schedule

While adherence to the supernumerary schedule is desirable, flexible utilization of trainees' working time will, on occasion, necessitate change in days of work on 24 hours' notice and hours of work on 16 hours' notice.

7.3.3 Transfers between Work Schedule and Master Work Schedule

1. When transferring from a supernumerary schedule to the schedule of a regular controller/dispatcher position and also when returning to their supernumerary schedule they shall be given one day's notice providing the transfer involves a change in the hours of work.
2. Plus time that has accumulated as a result of having worked in master work schedules shall be scheduled as time off during the four-week period following the trainees' return to their supernumerary schedules. Failure to schedule this time off as outlined above, or cancellation of such scheduled time off, shall require the payment of all remaining plus time at the appropriate premium rate.
3. When occupying a regular controller/dispatcher position they shall be subject to the provisions governing regular controller/dispatcher as detailed in 7.0.

7.3.4 Penalties

Failure to comply with the two weeks' advance posting, as indicated in 7.3.1 shall require the payment of premium rates for work performed under the new schedule for which one week's advance posting has not been provided.

Failure to give the required notice, as indicated in 7.3.2 and 7.3.3 shall require the payment of premium rates until the notice period has elapsed.

7.4 Miscellaneous Scheduling Provisions

7.4.1 Administration

Although the content, preparation, posting and administration of shift schedules is the sole responsibility of the Company, the preference of the majority of controllers/dispatchers for a particular basic type of schedule will be adopted. Such preferences will be made known to the Company prior to commencement of preparation of new schedule.

However, if in the Company's opinion, the efficiency of the station or the health of a controller/dispatcher could be detrimentally affected by the chosen schedule, then

the Company will provide the Union (chief steward) with reasons or medical opinions why the desired schedule cannot be implemented.

The preference of individual controller/dispatchers regarding vacation periods will be considered, providing such preferences are made known prior to commencement of preparation of new schedules.

Controller/dispatcher positions identified on the Master Work Schedule will normally be filled.

7.4.2 Changing Positions on a Shift

Changing of positions on a given shift shall not involve premium rates of pay.

7.4.3 Definition

Notice as referred to in this item shall be defined as per the following example: One day's notice shall mean 24 hours prior to the start of the first affected shift. Also, the notice period shall be deemed to commence coincident with the posting of the revised schedule.

7.4.4 Training

Regular and supernumerary controller/dispatchers (surplus, and trainees) may be temporarily transferred from their work schedules for purposes of job related formal training and development at locations where planned controller/dispatcher training is provided.

The controller/dispatcher being trained will be surplus to the regular staff complement but he/she may be assigned certain definite responsibilities as his/her training progresses.

The controller/dispatcher being trained will be assigned specific hours of work for the duration of the training period; these will be assigned at or before the time he begins training.

There will be no loss of basic earnings (40 hours time hourly rate) due to participation in any training program.

Seven days' notice shall be given to all participating controller/dispatchers except in the event of a late cancellation in which case an alternate controller/dispatcher may be selected and he/she may waive the notice period.

7.4.5 Floating Statutory Holiday

A floating holiday may be interchanged with a supernumerary day or with a day where step-up relief can be provided. Floating holidays may be taken in the 12 month period from January 1 to December 31.

7.5 Twelve-Hour Shifts – Controllers/Dispatchers

This item is applicable to all basic shift-working controller/dispatchers. Developmental staff may be permitted to work twelve-hour supernumerary shifts (excluding Items 7.5.1 and 7.5.2.1).

7.5.1 Implementation

To implement twelve-hour shifts or discontinue twelve-hour shifts at any location, 51% of all affected basic staff, must vote in favour by secret ballot. The vote will be administered by the controller/dispatcher Steward.

The implementation vote will be conducted sufficiently in advance to permit the posting of the Master Schedule. The amount of advanced notice will be determined by the local supervisor.

Those controller/dispatchers who do not normally provide continuous shift coverage will not be permitted to vote. Item 7.5.2.2 must be adhered to.

7.5.2 Scheduling Provisions

7.5.2.1 A posted time-balanced twelve-hour shift schedule with equitable rotation per Part C, Item 7.7, must be complemented by a manpower availability requirement (MAR) list to cover unexpected absences or unavailability of staff, so that no individual will normally be required to work continuously more than fourteen (14) hours.

The MAR list is optional based on a decision made by the employees covered by the schedule. If availability to provide shift coverage becomes a problem, following discussions between the Chief Steward and local management, the following provisions for the MAR list and Item 7.5.2.2 will apply.

- i) The MAR list must identify at least one individual from the normal station complement authorized to work twelve-hour shifts, who is on a regular day off and capable of relieving on short notice any shift operating position vacated unexpectedly. Developmental staff may not be used for the express purpose of satisfying MAR list requirements.
- ii) The individual(s) identified on the MAR list must be available during the period two hours prior to and one hour after normal shift change times. This is not deemed to be time worked for any pay purposes.

7.5.2.2 Any new appointee must accept the posted twelve-hour shift schedule and MAR list as a condition of appointment; such appointees will vote for subsequent shift schedules and must accept the results.

Any controller/dispatcher/trainee used in replacing a basic position must accept the posted twelve-hour shift schedule and the MAR list obligations of the position involved.

7.5.2.3 Rescheduling and utilization of supernumerary time (all or a portion thereof) under circumstances and conditions in accordance with the Collective Agreement to cover part of a twelve-hour shift will not result in premium time payment.

7.5.2.4 No more than four (4) twelve-hour shifts may normally be scheduled in sequence and must be followed by a minimum of forty-eight (48) hours off. For cycles greater than thirty (30) days, one short change of twenty-four (24) hours off will be permitted per cycle.

7.5.2.5 When a regular shift commences before midnight and continues after midnight, e.g. 20:00 to 08:00, all hours during the continuous shift shall, for pay and time balance purposes, be recorded and treated as if they occurred during the calendar day in which the shift ends.

7.5.2.6 Shift changes between twelve-hour shifts will provide a minimum of twelve (12) hours off for the individual involved; shift changes from twelve-hour shifts to eight-hour shifts will provide a minimum of twelve (12) hours off; similarly, changes from eight (8) to twelve (12) hour shifts will provide a minimum of sixteen (16) hours off.

7.5.2.7 All vacation days, floating and statutory holidays, hours of work, and supernumerary days included on the Posted Master Schedule must be identified as being twelve (12), eight (8) or (4) hour shifts (vacation and supernumerary days).

7.5.3 Election Coverage

With particular regard to elections, it may be necessary to reschedule working hours of some or all individuals, without penalty.

To avoid the use of eight (8) hour shifts, the following strategy for all Federal, Provincial and Municipal Elections will apply.

7.5.3.1 All employees scheduled to work the twelve-hour shift on the day of the election will be encouraged to vote at the Advance Polls.

7.5.3.2 For those employees scheduled to work the twelve-hour day shift on the day of the election who found it impossible to vote at the Advance Polls, provisions will be made by their supervisor to release them for the time required to vote and then return to work. Transportation and expenses to and from the polling station are the employee's responsibility. Employees requiring time off to vote will endeavor to notify their supervisor 7 days before the election day so adequate coverage can be arranged.

If not notified, the supervisor will make the appropriate changes to shift coverage notifying staff at least 4 days in advance of the election day.

In the event that an employee does not use the advance poll, but requires time off, it may be necessary to revert to eight-hour shifts for the election.

7.5.4 Administration of Entitlements

7.5.4.1 Entitlement for vacation, statutory holidays, floating holidays, special time off, and sick leave, as noted in Part A General Items, shall be credited in hours, with each day of entitlement constituting eight (8) hours.

7.5.4.2 Only when an employee is scheduled to work a twelve-hour shift, will a “day” with reference to items 7.5.4.2.1, 7.5.4.2.2, and 7.5.4.2.3 constitute twelve (12) hours deducted from credits; a “day” with reference to 7.5.4.2.4, 7.5.4.2.5, 7.5.4.2.6, 7.5.4.2.7, and 7.5.4.2.8 will constitute twelve (12) hours.

Items 7.4.2.9, 7.4.2.10 and 7.4.2.11 will be credited for pay purposes on any actual hour-for-hour basis.

- 7.5.4.2.1 Vacation
- 7.5.4.2.2 Floating and Statutory Holidays
- 7.5.4.2.3 Sick Leave
- 7.5.4.2.4 Paid Leave of Absence
- 7.5.4.2.5 Legal Hearings
- 7.5.4.2.6 Funerals
- 7.5.4.2.7 Moving Days
- 7.5.4.2.8 Pregnancy/Adoption/Parental Leave
- 7.5.4.2.9 Travelling Time Outside Scheduled Hours
- 7.5.4.2.10 Payment for Temporary Supervision
- 7.5.4.2.11 Time Charges and Expenses-Union Representation

A vacation day, floating or statutory holiday, scheduled on a posted Master Schedule will constitute eight (8) hours deducted from credits.

A scheduled supernumerary day on a posted Master Schedule will constitute eight (8) hours. One four (4) or twelve (12) hour supernumerary shift per six month schedule may be utilized for balancing purposes. Where mutually agreeable, more than one (1) four and/or twelve-hour supernumerary shift may be used.

Training days will be identified on a posted Master Schedule. When it is necessary to remove an individual from his/her normal shift rotation to establish training days, these identified days will not be moved by revisions to the master work schedule, except as noted below. Scheduling of these training days will be mutually agreed upon.

When scheduled training is cancelled, these identified days may be moved by revisions to the master work schedule for strengthening shifts, providing a minimum of seven (7) days’ notice is given.

If the training is deferred, every effort will be made to accommodate the individual originally scheduled.

7.5.5 Shift differential will be paid for the night shift only. The shift differential will be the sum of the differentials in Part C, Item 7.7 multiplied by 8/12.

7.5.6 Overtime will be paid as per Part C, Item 8.3.2.1. Unscheduled overtime is paid as per the actual hours worked, not per shift basis.

7.5.7 Termination of Twelve-Hour Shifts

7.5.7.1 Initial and subsequent twelve-hour shifts may be terminated by the Company without notice or penalty if considered to have adverse impact upon public or staff safety.

7.5.7.2 Twelve-hour shifts may be cancelled for any reasons by either the Company or the Union upon two (2) months' written notice to the other prior to the beginning of the subsequent schedule.

7.6 Forty-Hour Per Week Controllers/Dispatchers/Trainees

7.6.1 Non-shift Day Controllers/Dispatchers

The normal work week for these positions shall be 40 hours per week, consisting of five days of eight hours each, Monday to Friday, inclusive, statutory holidays excepted. The specific hours of work shall be 0800 to 1200 hours and 1300 to 1700 hours, except where such controllers/dispatchers are part of a shift complement, in which case their hours of work shall be 0800 to 1600 hours.

Controllers/Dispatchers filling such positions shall not be required to accept service duty or on-call duty.

7.7 Differential for Shift Work

Shift differentials shall apply to employees required to work on a three-shift schedule or a two-shift schedule. The first part of a three-shift or a two-shift schedule shall begin at normal starting time.

Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 0700 and 1800.

1. A shift differential of **95** cents per hour shall be paid to employees who are scheduled to work between the hours of 1600 and 2400.
2. A shift differential of 1 dollar **and 25 cents** per hour shall be paid to employees who are scheduled to work between the hours of 0000 and 0800.

The appropriate shift differential shall be paid for the first eight hours of each scheduled shift on any regular scheduled day of work and shall not apply for any overtime hours. When premium time is involved for payment of shift work, the premium rate shall be computed on the standard basic rate, excluding shift differential. Controllers/Dispatchers Trainees will be paid this shift differential when they are working shift work.

8.0 OVERTIME PROVISIONS

Due to the nature of the Company operations, some employees will be required to work overtime. Overtime will be minimized and managed within the limits of corporate effectiveness and customer impact. In recognition of employee well-being and inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees.

8.1 Overtime Definitions

Overtime: Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours (or controller's/dispatcher's/trainee's schedule, subject to provisions Part C Item 7.0), and is therefore, subject to compensation at premium rates.

Prearranged Overtime: Work performed outside the normal scheduled hours for which notification must be given a minimum of 24 hours in advance (21 hours for computer sub-branch shift working employees). Time shall be counted from the time the employee reports for work until the employee finishes work. Where this advance notice is not given, overtime shall be considered as emergency overtime.

Emergency Overtime: Work performed outside the normal scheduled hours which is neither prearranged nor extension overtime. Time shall be counted from the time the employee reports for work until the employee finishes work.

Extension Overtime: Work performed outside the normal scheduled hours as an extension of the normal scheduled hours/shift (either immediately preceding or following the normal scheduled hours/shift). Time shall be counted from the time the employee reports for work until normal starting time or from normal quitting time until the employee finishes work. Extension overtime will not be used for controllers/dispatchers/trainees where coverage is required for a complete shift and a controller/dispatcher/trainee is available.

8.2 Minimum Payments

8.2.1 Emergency Overtime

All emergency overtime worked shall receive a minimum payment of three hours' straight time pay or the actual time worked at the appropriate premium rates, whichever is the greater providing short emergency calls are not repeated within one hour of the completion of a previous call, for which the three hours' minimum (three hours at straight time) was paid.

In addition to the payment for emergency overtime or minimum payment as outlined above, one hour (straight time) shall be paid to the controller/dispatcher/trainee as compensation for travelling from his/her home to his/her place of work and return.

8.2.2 Prearranged Overtime

All prearranged work outside of normal hours performed or reported for due to lack of notice of cancellation on a scheduled day of work shall receive a minimum of two hours' straight time pay or the actual time worked at the appropriate premium rate, whichever is the greater.

All prearranged work performed or reported for due to lack of notice of cancellation on a scheduled day off shall receive a minimum of four hours' straight time pay or the actual time worked at the appropriate premium rate, whichever is the greater.

All prearranged overtime work cancelled within 24 hours of the designated work commencement time shall require payment of two hours at the basic rate to all affected controllers/ dispatchers/trainees.

One hour at straight time will be paid in lieu of time spent travelling when an employee is called in to work overtime and an extra trip is involved.

8.3 Premium Payments

8.3.1 Payment for Overtime

Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours, and is therefore, subject to compensation at premium rates.

Premium payment for overtime shall be as follows:

1. One and one-half times the employee's basic rate shall be paid for all work performed during the first two clock hours (***one hour effective March 31, 2016***) after normal quitting time, Monday to Friday inclusive. It will also apply to the first two hours (***one hour effective March 31, 2016***) of overtime worked on an unscheduled day of work.
2. Two times the employee's basic rate shall be paid for:
 - all work performed outside of the first two hours (***one hour effective March 31, 2016***) after normal quitting time, Monday to Friday inclusive, and after the first two hours (***one hour effective March 31, 2016***) on an unscheduled day of work.
 - all overtime work performed on Saturday, Sunday and statutory holidays which occur Monday to Friday.
3. Two and one-half times the employee's basic rate shall be paid for all overtime hours worked on a statutory holiday which occurs on Saturday.

8.3.2 Scheduled Work

1. One and one-half times the employee's basic rate shall be paid for scheduled work performed on Saturdays and Sundays.
2. Two times the employee's basic rate shall be paid for:
 - (a) Scheduled work performed on a statutory holiday which occurs on Monday to Friday. An additional day off will be scheduled in lieu of the statutory holiday within six months of the end of the posted schedule.
 - (b) Scheduled work performed on a statutory holiday which occurs on a Saturday. The premium for scheduled Saturday in 1. above shall not apply.

8.3.3 Cancelled Vacation Days

When an employee's vacation is cancelled by the Company, the employee shall receive the appropriate premium rate for all normal hours worked on cancelled vacation days for which seven calendar days' notice has not been given up to a maximum of seven calendar days. If more than seven calendar days' notice has been given, the employee shall receive straight time for all normal hours worked.

Where possible, and where it is mutually agreeable, cancelled vacation days shall be rescheduled during the current or succeeding six months' schedule. If this is not possible, the cancelled vacation shall be included in the employee's time balance at the end of the schedule in which it occurred.

When a controller's/dispatcher's/trainee's vacation is postponed owing to his/her illness, this postponed vacation will be rescheduled at a mutually agreeable time during the current or succeeding six months' schedule. If this is not possible, the cancelled vacation will be paid for at straight time rates.

NOTE

Controllers/Dispatchers/Trainees shall receive entitlement for the same number of statutory holidays as Part 'B' hourly-rated employees. Therefore, when a statutory holiday falls on a Saturday, statutory holiday credit shall not apply.

8.4 Special Provisions Concerning Overtime

An employee who is required to work continuously for more than 16 hours shall be entitled to an eight-hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the overtime worked.

Should he/she be required to continue working beyond 16 hours he/she shall be paid two times his/her normal basic rate until an eight-hour rest period is granted.

Should an employee be released before 16 hours have elapsed, he/she will not be entitled to an eight-hour rest period.

8.5 Overtime – Regular Part-Time and Temporary Part-Time Employees

Overtime is defined as:

(a) Hours worked which are in excess of the normal daily hours of the classification. The premium payment for such work is one and one-half times the employee's basic rate for all work performed during the first two clock hours after the normal quitting time of the classification, and two times the employee's basic rate for all work performed outside of the first two clock hours after the classification's normal quitting time.

and/or

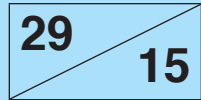
(b) Hours worked in excess of 24 in a week. The premium payment for such work is one and one-half times the employee's basic rate for the first two hours worked in a day. Two times the employee's basic rate for all work performed in excess of two hours in a day.

and/or

(c) Unscheduled hours worked on Saturday and Sunday. The premium payment for unscheduled hours worked on Saturday and Sunday is two times the employee's basic rate.

8.6 Equivalent Time Off Without Pay

See Part 'A' Section 10.2



HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 29 - ELECTRICAL OPERATORS
- Dollars per Hour

Grade	TRADE	Step 1	Step 2	Step 3	Step 4	Step 5
01	Sr. Electrical Area Supervisor Outage Scheduler	52.89	54.93			
08	Senior Shift Authority (SSA) Operator	51.36	52.90			
02	Level IA - Operator Electrical Area Supervisor	49.84	51.35			
03	Level I - Operator	48.17	49.67			
04	Level II - Operator	45.04	46.39			
05	Level III - Operator	40.75	40.75			
06	Reserve Operator	33.94	36.23	38.39	40.75	
07	Operator-in-Training	24.68	26.73	28.79	30.85	32.03

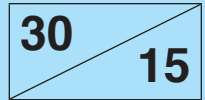
Progressions shall be in accordance with Item 3 of Part A.

NOTES:

OIT'S progress in 6-month intervals until Step 5 is reached, then after 12 months, progress to Grade 06, Step 1 - Reserve Operator.

Reserve Operators progress on an anniversary basis until Reserve Operator Step 3 is reached. Progression to Step 4 will occur at 84 months.

Hydro One Labour Relations
Effective: April 1-2015



HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 30 - CONTROLLER/DISPATCHER
- Dollars per Hour

Grade						
(Group)	TRADE	Step 1	Step 2	Step 3	Step 4	Step 5
01	Controller	43.36	46.82	51.35	54.47	57.15
02	Dispatcher	39.87	41.13			
03	Controller/Trainee	25.25	29.41	32.94	36.90	
04	Dispatcher Trainee	24.67	28.79	32.04		

Progressions shall be in accordance with Item 3 of Part A except as modified by this agreement

NOTES:

Dispatcher Trainees progress in 6-month intervals until Step 3 is reached, then after 12 months, progress to Grade 02, Step 1 Dispatcher.

Controller Trainees progress in 6-month intervals until Step 4 is reached, then after 12 months, progress to Grade 01, Step 1 - Controller.

Hydro One Labour Relations
Effective: April 1-2015

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 29 - ELECTRICAL OPERATORS
- Dollars per Hour

Grade	TRADE	Step 1	Step 2	Step 3	Step 4	Step 5
01	Sr. Electrical Area Supervisor Outage Scheduler	53.42	55.48			
08	Senior Shift Authority (SSA) Operator	51.87	53.43			
02	Level IA - Operator Electrical Area Supervisor	50.34	51.86			
03	Level I - Operator	48.65	50.17			
04	Level II - Operator	45.49	46.86			
05	Level III - Operator	41.16	41.16			
06	Reserve Operator	34.29	36.59	38.77	41.16	
07	Operator-in-Training	24.92	27.00	29.08	31.16	32.35

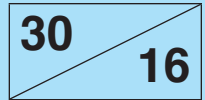
Progressions shall be in accordance with Item 3 of Part A.

NOTES:

OIT'S progress in 6-month intervals until Step 5 is reached, then after 12 months, progress to Grade 06, Step 1 - Reserve Operator.

Reserve Operators progress on an anniversary basis until Reserve Operator Step 3 is reached. Progression to Step 4 will occur at 84 months.

Hydro One Labour Relations
Effective: April 1-2016



HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 30 - CONTROLLER/DISPATCHER
- Dollars per Hour

Grade						
(Group)	TRADE	Step 1	Step 2	Step 3	Step 4	Step 5
01	Controller	43.79	47.29	51.86	55.01	57.72
02	Dispatcher	40.27	41.54			
03	Controller/Trainee	25.50	29.70	33.27	37.27	
04	Dispatcher Trainee	24.92	29.08	32.36		

Progressions shall be in accordance with Item 3 of Part A except as modified by this agreement

NOTES:

Dispatcher Trainees progress in 6-month intervals until Step 3 is reached, then after 12 months, progress to Grade 02, Step 1 Dispatcher.

Controller Trainees progress in 6-month intervals until Step 4 is reached, then after 12 months, progress to Grade 01, Step 1 - Controller.

Hydro One Labour Relations
Effective: April 1-2016

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 29 - ELECTRICAL OPERATORS
- Dollars per Hour

Grade	TRADE	Step 1	Step 2	Step 3	Step 4	Step 5
01	Sr. Electrical Area Supervisor Outage Scheduler	53.95	56.04			
08	Senior Shift Authority (SSA) Operator	52.39	53.96			
02	Level IA - Operator Electrical Area Supervisor	50.84	52.38			
03	Level I - Operator	49.14	50.67			
04	Level II - Operator	45.95	47.33			
05	Level III - Operator	41.57	41.57			
06	Reserve Operator	34.63	36.96	39.16	41.57	
07	Operator-in-Training	25.18	27.27	29.37	31.47	32.67

Progressions shall be in accordance with Item 3 of Part A.

NOTES:

OIT'S progress in 6-month intervals until Step 5 is reached, then after 12 months, progress to Grade 06, Step 1 - Reserve Operator.

Reserve Operators progress on an anniversary basis until Reserve Operator Step 3 is reached. Progression to Step 4 will occur at 84 months.

Hydro One Labour Relations
Effective: April 1-2017

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 30 - CONTROLLER/DISPATCHER
- Dollars per Hour

Grade (Group)	TRADE	Step 1	Step 2	Step 3	Step 4	Step 5
01	Controller	44.23	47.76	52.38	55.56	58.30
02	Dispatcher	40.67	41.96			
03	Controller/Trainee	25.76	30.00	33.60	37.64	
04	Dispatcher Trainee	25.17	29.37	32.68		

Progressions shall be in accordance with Item 3 of Part A except as modified by this agreement

NOTES:

Dispatcher Trainees progress in 6-month intervals until Step 3 is reached, then after 12 months, progress to Grade 02, Step 1 Dispatcher.

Controller Trainees progress in 6-month intervals until Step 4 is reached, then after 12 months, progress to Grade 01, Step 1 - Controller.

Hydro One Labour Relations
 Effective: April 1-2017

NOTES

NOTES

NOTES

PART D
WEEKLY-SALARIED

D-1

TABLE OF CONTENTS
PART D

	Page Number
1.0 SALARIES	D-5
2.0 ON CALL	D-5
2.1 On Call – Protection and Control	D-5
2.2 On Call-Hydro One Telecom Technical Staff	D-5
2.3 On Call Helicopter Pilots and Air Engineers	D-5
3.0 POSTING OF VACANCIES	D-6
3.1 Posting Procedures	D-6
4.0 CLERICAL-TECHNICAL JOB EVALUATION	D-7
4.1 The Clerical-Technical Job Evaluation Plan	D-7
4.2 Jobs Covered by the Clerical-Technical Job Evaluation Plan	D-7
4.3 Identification of Jobs in Salary Schedule	D-7
4.4 The Union Clerical-Technical Job Evaluation Manual	D-7
4.5 Rights of the Parties	D-8
4.6 Salary Schedule	D-8
4.7 Wages and Retroactivity upon Upward Reclassification	D-9
4.8 Training Situations	D-9
4.8.1 Formula for Developing Training Situations	D-10
4.8.2 Advancement Through Training Situations	D-11
4.8.3 Continuing Administration of Training Situations	D-11
4.8.4 Tiered Training Situations	D-12
4.9 Clerical-Technical Job Evaluation Plan	D-12
4.9.1 Merit Rating	D-12
4.9.2 Downward Restructuring Rule	D-12
5.0 POSITIONS EXCLUDED AS PER ARTICLE 1 – WEEKLY-SALARIED (CLERICAL AND TECHNICAL)	D-14
6.0 JOB/FIELD CLERKS	D-14
6.1 Hours of Work	D-14
6.2 Christmas Shutdown	D-14
6.3 Equivalent Time Off With Pay	D-15
6.4 Lateral Transfer of Job/Field Clerks	D-15
6.4.1 Surplus Staff Procedure	D-16
6.5 Notice of Transfer	D-16
6.6 Board and Travel Expense – Job/Field Clerks	D-16

TABLE OF CONTENTS – PART D
(continued)

		Page Number
6.7	Job Shutdown Due to Lack of Work	D-17
6.8	Extreme Weather Closure	D-17
7.0	MEAL PROVISIONS	D-17
7.1	Provision of Meals	D-17
7.2	Meal Periods	D-17
8.0	RELIEF WORK, ACTING IN VACANCIES & TEMPORARY AND ROTATIONAL ASSIGNMENTS	D-18
8.1	Principles Re Resourcing for Relief, Acting, Temporary and Rotational Assignments.....	D-18
8.2	Relief Work	D-19
8.3	Acting in a Vacant Position	D-20
9.0	HOURS OF WORK	D-20
9.1	Hours of Work – General	D-20
9.2	Hours of Work – Specific.....	D-21
9.3	Variable Working Hours in Head Office	D-21
9.4	Hours of Work – Outside Head Office	D-22
9.5	Hours of Work – Miscellaneous	D-22
10.0	SHIFT WORK	D-22
10.1	Shift Differential and Shift Work.....	D-22
10.2	Shift Work – Microwave Alarm Centre Technicians	D-23
10.2.1	Hours of Work and Schedule Provisions	D-24
10.2.2	Schedule Alterations	D-24
10.2.3	Penalties	D-25
10.2.4	Overtime Definitions	D-25
10.2.5	Minimum Payments.....	D-25
10.2.6	Special Provisions Concerning Overtime.....	D-26
10.2.7	Premium Payments	D-26
10.2.7.1	Unscheduled Work	D-26
10.2.7.2	Scheduled Work.....	D-26
10.2.8	Shift Differential	D-27
10.3	Shift Work – CADS Personnel.....	D-27
10.3.1	Hours of Work – Day Work	D-28
10.3.2	Working Conditions – Shift	D-28
10.3.2.1	Work Schedules	D-28
10.3.2.2	Hours of Work – Specific.....	D-28
10.3.5	Shift Differential	D-29

TABLE OF CONTENTS – PART D
(continued)

		Page Number
10.4	Shift Work – Technical Staff (Instructor)	D-29
10.4.1	Applicability	D-29
10.4.2	Intent	D-29
10.4.3	Implementation	D-29
10.4.4	Duration of Shift Hours	D-29
10.4.5	Special Provisions When on Shift	D-30
10.4.6	Deleted Provisions When on Shift.....	D-30
11.0	OVERTIME PROVISIONS	D-30
11.1	Overtime Definitions	D-31
11.2	Minimum Payments.....	D-31
11.3	Premium Payments	D-32
11.4	Special Provisions Concerning Overtime.....	D-33
11.5	Overtime – Regular Part-Time and Temporary Part-Time Employees.....	D-35
11.6	Equivalent Time Off Without Pay.....	D-35
11.7	Overtime – Marketing and Audio, Visual, Writing and Graphic Design Services.....	D-35

PART D
WEEKLY-SALARIED
Specific Matters of Agreement

1.0 SALARIES

Salaries shall be in accordance with the salary schedules which are part of this Agreement.

2.0 ON CALL

2.1 On Call – Protection and Control

On call is the term used to cover trouble call service performed by Protection and Control Technicians and Technologists. While on call, they are allowed up to a maximum of two (2) hours between the time they are called and the time when they report to work.

The rate of pay for on-call duty will be one-half hour (***one (1) hour effective March 31, 2016***) at the employee's basic hourly rate per day, except for Saturdays, Sundays and statutory holidays when the rate will be one (1) hour (***one and one quarter (1.25) hour effective March 31, 2016***) at the employee's basic hourly rate per day. An employee required to report to work for on-call duty shall be paid for his/her working time in accordance with the standard regulations governing overtime, including the regulation governing work performed on a short call basis.

Subject to safe application, volunteers will be requested prior to the mandatory assignment of on call.

2.2 On Call-Hydro One Telecom Technical Staff

On call is the term used to cover trouble call service performed by Hydro One Telecom technical staff. While on call, they are to report to work in a reasonable length of time.

The rate of pay for on-call duty will be one-half hour (***one (1) hour effective March 31, 2016***) at the employee's basic hourly rate per day, except for Saturdays, Sundays and statutory holidays when the rate will be one (1) hour (***one and one quarter (1.25) hour effective March 31, 2016***) at the employee's basic hourly rate per day. An employee required to report to work for on-call duty shall be paid for his/her working time in accordance with the standard regulations governing overtime, including the regulation governing work performed on a short-call basis.

2.3 On Call Helicopter Pilots and Air Engineers

On call is the term used to cover trouble call service performed by Helicopter Services, Helicopter Pilots and Air Engineers. While on call, employees are to report to the

site of the Helicopter, in a maximum of 3 hours from the time of being called/paged. On call will be on a voluntary individual basis for Air Engineers. Subject to safe application, volunteers will be requested from Helicopter Pilots prior to mandatory assignment of on call. Helicopter Pilots will not be required to accept on call more than thirteen (13) times per pilot per calendar year.

The rate of pay for on call duty will be one (1) hour at the employee's basic hourly rate per day for Saturdays, Sundays and Statutory Holidays.

3.0 POSTING OF VACANCIES

All vacancies as set out in Article 10 and as covered by this section of the agreement will be posted when they become vacant with the following exceptions:

1. A change to the job duties, rating and/or salary grade resulting from a Clerical-Technical Job Evaluation Plan challenge, or a Review of a Rating by the Job Classification Committee, or a change to a job title and/or occupation code only, shall not be considered to create a vacancy.
2. A change to the duties of an occupied job, wherein the salary grade remains unchanged, shall not be considered to create a vacancy.
3. A change to the duties of a job covered by the Clerical-Technical Job Evaluation Plan which results in an increase to the salary grade shall not be considered to create a vacancy if there is, in the Company's opinion, an employee in the immediate work group who is the only one qualified to perform the resulting job. However, in such cases, if there is a more senior employee in the same job in the same work group who was not appointed to the resulting job, he/she shall have the right to seek redress under Article 2, Grievance Procedure.
4. Changes to jobs which result in a surplus in staff complement of the work group shall not be considered to create a vacancy in the resulting job(s).
5. The restructuring of a job in a manner which justifies application of the Downward Restructuring Rule (Section 4.9.2 of this section of Agreement) to the incumbent, shall not be considered to create a vacancy.

3.1 Posting Procedures

A notice of vacancy referring to jobs covered by the Clerical-Technical Job Evaluation Plan shall be based on the job description and job specification and shall be posted province wide. Nothing contained in the notice of vacancy shall contravene the information contained in the job documents. No important information (subject to space limitations) shall be omitted. A notice of vacancy setting out a higher education or experience requirement than indicated in the job specification will require a corrected notice of vacancy and an extended date of closure.

Vacancies for applications technician and service specialist within the jurisdiction of the Union shall be posted on a province-wide basis subject to all conditions relating to positions once removed from the Union's jurisdiction.

4.0 CLERICAL-TECHNICAL JOB EVALUATION

NOTE:

1. The job challenge process contained in Clerical-Technical Job Evaluation Manual, "Plan B" and referred to in this section shall be replaced for the term of this Collective Agreement with the expedited process contained in Article 2.7, Dispute Resolution – Article 8, Job Challenges, and OGLs. The Job Classification Committee shall assume all the responsibilities normally associated with the Joint Salary Committee for the term of this Collective Agreement.
2. When a management review of a job document that is occupied by more than one employee results in a proposed change of the job grade rating, management will discuss the proposed change with the Chief Steward prior to the review of the Job Description and Job Specification with the incumbents.

4.1 The Clerical-Technical Job Evaluation Plan

The provisions which form the basis of the Clerical-Technical Job Evaluation Plan, formerly referred to as Plan 'B', are contained in the Collective Agreement and the Union Clerical-Technical Job Evaluation Manual. Matters pertaining to the application of dollars are contained in the Collective Agreement. Job evaluation matters are contained in the Manual. The Company shall identify the Company groups responsible for dealing with the Union in the foregoing matters.

4.2 Jobs Covered by the Clerical-Technical Job Evaluation Plan

The plan shall cover all jobs falling under this section of the Collective Agreement excepting those covered by salary schedule 21.

4.3 Identification of Jobs in Salary Schedule

All jobs processed under the Clerical-Technical Job Evaluation Plan shall be designated a salary grade in the current salary schedule issued in conjunction with the Collective Agreement.

4.4 The Union Clerical-Technical Job Evaluation Manual

The Manual is a supplement of the Collective Agreement and its provisions shall apply as if set forth in full herein.

The Manual shall be supplied to all employees whose jobs are covered by the plan.

4.5 Rights of the Parties

The Company has and shall retain the exclusive right and power to decide what work is to be done and who is to do it and accordingly the Company shall apply the Clerical-Technical Job Evaluation Plan to determine appropriate salary grades for jobs. The Company shall exercise these rights in accordance with the provisions as set forth in the Collective Agreement and the Union Clerical-Technical Job Evaluation Manual.

The Union's right shall be to act on behalf of its members to ensure that the Clerical-Technical Job Evaluation Plan is being properly applied. In order to carry out this function, the Union Job Evaluation Officer shall work in liaison with the appropriate Company groups responsible for the administration of such matters and he/she shall be permitted, within reason, to interview employees during regular working hours.

The Union shall exercise these rights in accordance with the provisions as set forth in the Collective Agreement and the Union Clerical-Technical Job Evaluation Manual.

The Union shall retain its rights to participate jointly with the Company in developing and/or modifying the Clerical-Technical Job Evaluation Plan.

In the event of conflict between the foregoing general statements, regarding the rights of the parties, and the specific provisions contained in the Collective Agreement and the Union Clerical-Technical Job Evaluation Manual, the latter shall govern.

4.6 Salary Schedule

The salary schedule for jobs covered by the Clerical-Technical Job Evaluation Plan and issued in conjunction with the current Collective Agreement shall have the following characteristics:

1. The salary schedule shall be a salary range schedule with a total of 18 salary grades.
2. The percentage increment from salary grade to salary grade (based on step 3 of each salary grade) calculated from salary grade 51, step 3, shall be annotated on the schedule 20 which is currently in effect.
3. Each salary grade is composed of three steps. The second step is 97 percent (97%) of the maximum and the first step is 94 percent (94%) of the maximum. The time interval required for anniversary progression shall be in accordance with Part 'A', Section 3.0.
4. When an incumbent is promoted from one salary grade to another, he/she shall be promoted in accordance with Part A, Section 24.1.1.
5. The relationship between the salary grade and the point range shall be 13 points for the first salary grade and 21 points for each salary grade thereafter.

4.7 Wages and Retroactivity upon Upward Reclassification

Upward Reclassification as a Result of Company Initiated Action:

1. Transfer from the existing salary grade to the new higher salary grade shall be by the promotion rule.
2. Retroactive entitlement shall be computed by going back to the date when the increased job demands and responsibilities were instituted or undertaken.

Upward Reclassification as a Result of Employee Initiated Action Through the Issuance of a Record of Discussion Form:

1. Transfer from the existing salary grade to the new higher salary grade shall be by the promotion rule, except in the following situations where it shall be by the step-to-step method:
 - (a) Where there is no change in job content or job demand, but the job specification factor ratings change resulting in an upward reclassification of the job.
 - (b) Where a change in job demand is recognized resulting in an upward reclassification of the affected incumbents and where such incumbents have been performing the duties and/or undertaking the responsibilities which caused the upgrading for a period of one year or more prior to the date of the first discussion as recorded on the Record of Discussion form and where these same incumbents have been in the maximum step of the salary grade for the job for one year or more prior to the date of the first discussion.
2. The date of the transfer of an employee to a higher salary grade whether by the promotion rule or the step-to-step method shall be the date of the commencement of the retroactivity and the transfer shall be from the salary grade and step in effect on that date.
3. Retroactive entitlement in Subsection 1. above shall be as set out in the Union Clerical-Technical Job Evaluation Manual.
4. An incumbent who has left the Company's service shall be entitled to retroactive payment, as a result of challenge for the affected period during which he/she was in the Company's employ.

4.8 Training Situations

Normally, an employee receives his/her training and experience by being promoted through a series of established jobs for which job descriptions and job specifications exist. His/her movement up the ladder from job to job will occur when the Company

determines that he/she is capable of performing the duties and responsibilities of a higher-rated job, and an opening exists.

At times, however, in certain types of work, an employee will be advanced through a planned series of training steps in which he/she will be directly trained for a specific job which he/she will eventually occupy, i.e., a terminal job. This is termed a training situation.

The Company will identify the need for such a training situation and will structure the terminal job. A job description and job specification will be prepared for the terminal job only. The Job Classification Committee will establish the final rating for the terminal job, and will determine the appropriate training steps leading to the terminal job rate.

The training steps will be established in the following manner:

4.8.1 Formula for Developing Training Situations

The hiring rates will be established based on survey data supplied by the Company and/or the Union and will be consistent with the mean hiring rate being paid by other companies to inexperienced graduates possessing the specified education required to perform the terminal job.

The time span of the training situation will consist of a number of years equal to the minimum number of years indicated in the experience factor applying to the terminal job.

For each year of the time span as determined above an annual training step will be established. The Job Classification Committee may approve the division of annual steps into quarterly or semi-annual sub-steps where such action has been recommended by line management.

Salary step dollars shall be calculated to proceed in geometric progression from the hiring rate to step 1 of the salary grade for the terminal job in the number of years of the training situation. The dollar values thus obtained for each step shall be translated to the nearest salary grade and step (above or below) which appears on schedule 20. The factor used to multiply each annual step dollars to find the next annual step will be 'F' i.e.,

$$F = \sqrt[n]{\frac{R_t}{R_s}}$$

Where,

- n = Number of years in the training situation
- R_s = Hiring rate
- R_t = Terminal rate

Where applicable the dollars for the half-yearly step will be starting dollars multiplied by 'Fh' i.e.,

$$Fh = \sqrt{2n} \frac{R_1}{R_n}$$

4.8.2 Advancement Through Training Situations

1. A trainee will (subject to Subsections 2. and 3. following) advance to each subsequent training step at the designated intervals based on the date of appointment to the training situation. Upon completion of his/her training, he/she will be placed in the first progression step of the salary grade applying to the terminal job. He/she will then be subject to the conditions of the Clerical-Technical Job Evaluation Plan.
2. If at any time the trainee is judged to be incapable of performing the terminal job in a satisfactory way, he/she may be removed from the training situation.
3. If a trainee, in the Company's opinion, fails to make satisfactory progress his/her next training step may be delayed, in accordance with the provisions of Part 'A', Subsection 3.0. Such a delay may take place on one occasion only throughout the training program.
4. If a trainee, in the opinion of the Company displays exceptional ability, he/she may be advanced to the training step which is more in keeping with his/her achieved progress.
5. If a person having suitable experience is appointed to a training situation, the Company may place him/her in any training step judged to be appropriate to his/her applicable experience.
6. If a trainee, who has not yet attained the terminal job level, believes that he/she is fully performing the duties, and has the responsibilities of the terminal job document, he/she may institute a challenge.

4.8.3 Continuing Administration of Training Situations

The established hiring rates will remain in effect until altered through negotiation between the parent bodies or until altered through action resulting from a review by the Job Classification Committee upon the request by the parent bodies.

Recalculation of training step values (according to 4.8.1) will occur with a change in the hiring rate.

The existing trainees will remain on the training situations on which they were hired until they have reached the step 3 of the salary grade of the terminal job.

4.8.4 Tiered Training Situations

In certain instances, it may be necessary to develop a hierarchy of terminal jobs with training situations leading to each level, e.g., to the junior, to intermediate, and to senior levels. In such cases, the principles and practices as set out in this agreement will serve as a guide in the development of training steps and their values.

4.9 Clerical-Technical Job Evaluation Plan

4.9.1 Merit Rating

It is agreed that if, as and when merit rating is to be instituted, the plan (system of measurement), but not the application, shall be subject to negotiations.

4.9.2 Downward Restructuring Rule

This provision shall apply to incumbents whose jobs are covered by the Clerical-Technical Job Evaluation Plan.

Should the job which an incumbent is performing be changed, but the basic function and significant duties of the job remain unchanged, and should the job then fall into a lower salary grade, the following shall apply:

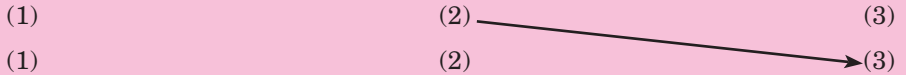
1. The incumbent's salary dollars (rate) shall be held constant, except for increases referred to in Subsection 5.9.2(4.), commencing on the date of issue of the Advice of Rating form issued by the Company.
2. Annually thereafter, the incumbent shall have his/her rate reduced by one progression step in the manner portrayed by the chart below.
3. The above process shall continue until the maximum dollars in the salary range for the restructured job are reached.
4. In the foregoing process of reduction, current salary schedule dollars shall be used. These include general negotiated increases and cost of living increases.

5. Reduction of One Salary Grade

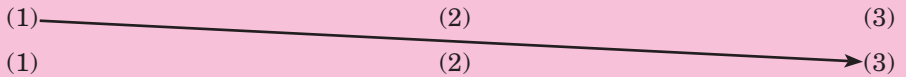
(a) Incumbent is in 3rd progression step¹



(b) Incumbent is in 2nd progression step²

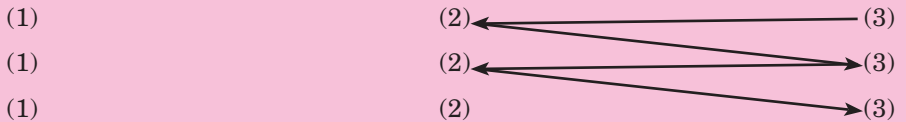


(c) Incumbent is in 1st progression step³

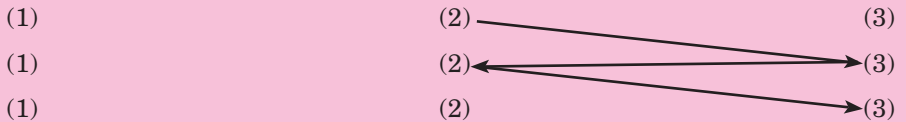


6. Reduction of More than One Salary Grade

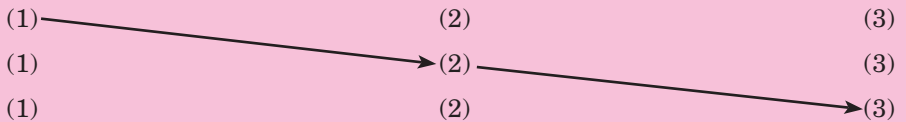
(a) Incumbent is in 3rd progression step⁴



(b) Incumbent is in 2nd progression step⁵



(c) Incumbent is in 1st progression step⁶



1 On the date of issue of the Advice of Rating form.

2 On the date of issue of Advice of Rating Form.

3 *ibid*

4 *ibid*

5 *ibid*

6 *ibid*

**5.0 POSITIONS EXCLUDED AS PER ARTICLE 1 –
WEEKLY-SALARIED (CLERICAL AND TECHNICAL)**

Incumbents in positions excluded under Article 1 perform certain inherent work functions which are part of their normal duties. It is also recognized, however, that such work functions will not be performed for the purpose of reducing staff requirements or deliberately to avoid overtime for employees represented by the Union. If the Union believes that this provision is being abused, it may lodge a grievance under Article 2 of the Collective Agreement.

6.0 JOB/FIELD CLERKS

6.1 Hours of Work

The normal work week for employees in these two classifications shall be 37-1/2 hours per week consisting of eight hours per day Monday through Thursday, and five and one-half hours on Friday.

All hours worked in excess of normal daily hours will be paid for at appropriate overtime rate.

For alternate hours of work arrangements refer to the Bargaining Memorandum of Understanding dated December 13, 1991.

6.2 Christmas Shutdown

6.2.1 It is recognized that the Company shall retain the right to designate those positions which require coverage during the shutdown. When a Christmas shutdown is declared by the Company, eligible weekly-salaried employees shall have the option of repayment by:

1. Applying unused vacation credits from the present year (when a Christmas shutdown period extends into the next calendar year, an employee will have the right to use his/her unused vacation from the previous year).
2. Applying next year's vacation entitlement (restricted to shutdown days only).
3. Requesting time off without pay (restricted to shutdown days only).
4. The use of make-up time at straight time.

Company will maintain salaries of weekly-salaried employees who elect to work make-up time. The employee will work make-up time within the following periods:

Shutdown Period

4 working days or less
More than 4 working days

Make-up Period

October 15 to February 1
October 1 to March 31

5. The use of banked overtime hours as per Section 6.3. The selection of option 4. above precludes the use of this option during the make-up period.

Unpaid overtime worked shall be paid to the employee at the appropriate premium rate in the event of his/her transfer or termination prior to receiving the time off with pay during the shutdown period.

The employee will indicate to his/her supervisor his/her selection of the above options prior to the commencement of the make-up period. The employee may change his/her options at any time provided the employee's supervisor authorizes the change.

- 6.2.2** The employee may elect to bank one hour for each overtime hour worked for application to the Christmas shutdown. The maximum number of hours that can be banked is equal to the duration of the Christmas shutdown. The premium portion of the overtime worked shall be received in earnings the following pay period or in equivalent time off with pay.

6.3 Equivalent Time Off With Pay

Job/Field Clerks will be compensated, either in money or in time off, for all overtime authorized by the supervisory staff.

The employee may request that the method of compensation be time off for the hours worked plus premium hours, but time off with pay will be subject to the supervisor's approval.

When time off is used as a method of compensation, the time off will be taken within six months of the date the overtime was worked subject to the approval of management.

6.4 Lateral Transfer of Job/Field Clerks

Employees will be laterally transferred when staff becomes available at a particular residence headquarters and corresponding needs become apparent in the same classifications at other residence headquarters.

Management will inform all employees affected when a change occurs in the construction program which may cause staff to be transferred.

If there is more than one qualified employee in the classification, the selection for transfer will be made on the basis of the most senior employee who is prepared to accept the transfer. If none of the qualified employees in the classification accept the transfer, then the most junior qualified employee will be transferred. The Chief Steward will be

the last one in a classification required to be transferred, provided that the employee concerned has the necessary qualifications to perform remaining work.

6.4.1 Surplus Staff Procedure

The surplussing of staff shall be done in accordance with Article 11 after the provisions of 6.4 have been applied.

6.5 Notice of Transfer

When Job/Field Clerks are transferred and a change of residence headquarters is involved, a minimum of two weeks' notice shall be given.

When the Company considers a preliminary trip to the new location is necessary for interview of employee or for him/her to seek a house, the time, board and lodging and travelling expenses of the employee may be paid. Following an employee's move to this/her new residence headquarters, and while awaiting the transfer of his/her family, time off may be required in order for him/her to seek a house. For such purposes reasonable time off without loss of earnings may be granted at the Company's discretion. This allowance would normally be expected to supplement efforts made by the employee during non-working hours and as such would not normally exceed a total of one full working day.

6.6 Board and Travel Expense – Job/Field Clerks

1. A residence headquarters will be established for each job/field clerk.
2. Job/Field clerks will be paid a board and travel expense subject to the following:

No compensation will be payable to the job/field clerk for travel from his/her residence to the regular work headquarters (e.g. first site on the line). In remote locations where it is not possible to have residence headquarters established within reasonable close proximity (40 road km) to the work headquarters, the board and travel expense will be paid.

- at subsequent temporary work headquarters, compensation will be based on the distance from the employee's residence to the temporary workheadquarters as follows:

up to 16 road km	–	no expenses
16 and up to 39 road km	–	\$13.00 per day worked
40 and up to 55 road km	–	\$15.00 per day worked
56 and up to 79 road km	–	\$20.00 per day worked
80 and up to 104 road km	–	\$26.00 per day worked
Greater than 104 road km	–	\$31.00 per day worked

In unusual circumstances, the Company at its discretion may place employees in hotels/motels or camps at no charge to the employees. In such cases, the expenses as noted above will not apply.

6.7 Job Shutdown Due to Lack of Work

Job clerks will be subject to standoff when no work is available. Vacation, floating statutory holidays, leave of absence without pay or equivalent time off with pay can be used under such circumstances.

6.8 Extreme Weather Closure

At certain times of the year, the offices or other buildings of the Company may be closed due to extreme weather conditions.

Job/Field Clerks shall receive time off with pay for these periods.

7.0 MEAL PROVISIONS

7.1 Provision of Meals

In recognition of the importance of regular meals to an individual's health and effectiveness on the job, the Company will supply meals as outlined below and when required, will assign an employee to secure the meals.

- (a) Employees provide their own meals on regular days of work.
- (b) When an employee works overtime on a regular day off, he/she will be expected to provide one meal if 23 hours notice has been given.
- (c) When an employee works extension overtime before or after normal scheduled hours, all required meals will be provided by the Company. The first meal (or meal allowance) will be provided when two (2) hours of overtime are worked. Subsequent meals or meal allowances will be provided every four (4) hours of overtime worked thereafter.
- (d) When meals cannot be reasonably obtained⁷, an allowance of \$15.00 per meal will be paid

7.2 Meal Periods

- (a) Employees on day work shall take a meal period designated by the Company and shall not be paid for this time (unless otherwise provided for in the Collective Agreement).
- (b) Employees on shift work shall eat their meals during the shift hours as conditions permit.
- (c) When an employee works extension overtime, no time shall be deducted for eating such meals where the employee eats the meal on the job and in a minimum of time.

⁷ 'Reasonably obtained' is to be defined locally by Union and Management.

8.0 RELIEF WORK, ACTING IN VACANCIES & TEMPORARY AND ROTATIONAL ASSIGNMENTS

All assignments that are expected to last six (6) months or longer will be posted for one week.

8.1 Principles Re Resourcing For Relief, Acting, Temporary and Rotational Assignments

Recognizing that relief, acting and temporary assignments contribute to the development of personnel and contribute to the work being done effectively, the following will be considered when resourcing these assignments:

- the more senior employees will be given preference;
- assignments may be split between employees;
- specific qualifications/knowledge required for the position will be taken into consideration;
- for supervisory positions primary consideration will be given to personal qualities such as leadership and the understanding and display of the practice of good human relations;
- employee development;
- Employment Equity objectives discussed in advance with the Union shall be considered;
- amount of notice and duration of assignment will be considered.

These assignments will be distributed as equitably as possible, over time, once the above conditions have been considered. Circumstances which negate consideration of the above conditions will normally be discussed in advance with the Union.

The format for utilization of the above in a Business Unit (or smaller unit) will be a joint responsibility.

Item 8.1 shall not be subject to the grievance/arbitration procedure.

Disputes will be resolved locally and may be referred to Chief Steward and the Local Manager.

If there is no resolution locally, the Chief Steward obtain a “D” number from the PWU Grievance Office. The PWU Grievance Office will notify the Hydro One Labour Relations Office.

The Chief Steward will complete a fact finder with the Local Manager and if there is still no resolution, the PWU Grievance Office will work with the Hydro One Labour Relations Office to schedule the Dispute to be heard at the next available GRB meeting.

The GRB will attempt to facilitate a resolution to the Dispute. If there is no resolution at the GRB, the PWU Sector Vice-President and designated Hydro One Executive will remain seized of the Dispute and will ensure the “Principles Re: Resourcing for Relief, Acting, Temporary and Rotational Assignments” above are being followed in accordance with the 1992 Joint Intent Document.

8.2 Relief Work

Intent

It is the intent of this item that when an employee is relieving in a higher rated position that he/she be properly compensated for the duties that he/she is performing. The assignment of relief is a Management right and increased duties must be assigned not assumed.

1. The Company shall notify the employee in writing, in advance where possible, of the requirement to perform relief, of the general nature of the major duties to be performed, and the rate to be paid during the relief period.
2. Employees in the weekly-salaried schedule, when relieving for the normal duties of an employee in a higher job grade, not defined in 8.2(3) below, for a period of one full working day or more shall be paid, for the full relief period, at the rate established by the Company for the relieved position or three percent (3%) above the employee’s normal rate whichever is greater.

In relief situations where less than the normal duties are being performed and a lower salary grade has been established for the relief period, the promotion rule will be used to establish the appropriate progression step or off-schedule rate in the lower salary grade.

Failure to notify the employee in writing of the major duties to be performed and the rate to be paid will require the payment of the first step of the salary grade of the relieved position or three percent (3%) above the employee’s normal rate whichever is greater, for the entire relief period.

3. Employees in the weekly-salaried schedule, when relieving for the normal duties of an employee in a non-union supervisory position for a period of one full working day or more shall be paid for the full period at the rate established by the Company for the relieved position or five percent (5%) above the employee’s normal rate whichever is greater.

Failure to notify the employee in writing of the major duties to be performed and the rate to be paid will require the payment of 10 percent (10%) above the employee’s normal rate, for the entire relief period.

4. Notification of the Chief Steward is required when the employee is required to relieve for a period of two working days or more.

5. Statutory holidays will not affect the continuity if they occur between the first and second days.

Payment for a statutory holiday shall be at the relief rate if it occurs during the relief period and at the normal rate if it occurs at the beginning or the end of the relief period.

8.3 Acting in a Vacant Position

An employee may act in an existing job in which a vacancy is created, pending the arrival of a successful applicant to the vacancy. When an employee is to be placed in an acting position, the Company shall notify the employee and the chief steward in writing setting out:

1. The reason for the acting position.
2. The general nature of the major duties to be performed.
3. The rate to be paid for the acting position.
4. The expected duration.

The duration of the acting period shall not exceed 90 days from the date the employee is placed in the acting capacity, unless an extension is agreed to by the Company and the Chief Steward of the Union. Pending the arrival of the successful applicant and his/her assuming the normal duties, the acting incumbent who is performing the normal duties and responsibilities of an acting position shall receive the appropriate rate in accordance with the Weekly-Salaried Relief Clause of this Agreement.

NOTE

Failure to notify and/or request further extension accordingly will require payment of the penalty described in the appropriate Weekly-Salaried Relief Clause of this Agreement.

9.0 HOURS OF WORK

9.1 Hours of Work – General

1. Weekly-salaried employees whose basic hours of work are 35 hours per week may be periodically required to change their work location and to work 40 hours per week or the same hours as field staff. All hours in excess of seven hours per day, Monday to Friday, are to be paid at the appropriate premium rate.
2. Certain technician classifications which have been established on a 40-hour week basis shall continue to work normal hours of 40 hours per week but when on field work may be required to work the same hours as the field staff.
3. Employees⁸ in the following classifications and other similar categories as yet undefined who by the nature of their jobs, are required to make public,

8 The provisions of Article 4.2(c) and the following Hours of Work – Specific will have no application to these employees.

business or trade contacts outside normal hours shall work a normal work week of 35 hours, Monday to Friday:

Applications Technician
Customer Service Assistant
Service Specialist

Owing to the controlling influences from outside agencies, the normally established daily hours of starting and quitting may require changes. In such instances these changes will be the prerogative of the Company.

4. The normal work week of all weekly-salaried employees of the Corporate Mailing Section shall be 35 hours per week consisting of five days of seven hours per day, Monday to Friday inclusive. Such employees shall normally be free to select variable working hours within the period 7:30 am to 5:30 pm in accordance with Subsection 9.3.

Where, in the opinion of the Company, such selections fail to maintain an effective mail service, the Company may establish hours of work between 7:30 am and 4:30 pm for all employees on the basis of weekly work schedules which shall be posted in the work location seven days in advance of their application. Early starting times shall be rotated equitably among the staff.

9.2 Hours of Work – Specific

With the exception of shift work, head office hours shall be a 35-hour week

8:30 am – 12:00 noon (Monday through Friday)

1:00 pm – 4:30 pm (Monday through Friday)

9.3 Variable Working Hours in Head Office

Employees will be requested each month to select their standard work period for the following month. The work week will consist of five, seven-hour days, Monday to Friday. The hours of work selected must be in accordance with the observation of core working hours of 9:00 a.m. to 11:45 and 1:15 to 3:00.

Employees may select a starting time which is not earlier than 7:00 a.m. and not later than 9:00 a.m. or at 1/4 hour intervals prior to that. Their finishing time will not be earlier than 3:00 p.m. They may select either a 30, 45, 60, 75 or 90 minute lunch period to be taken between 11:45 a.m. and 1:15 p.m. By mutual agreement of the supervisor and the employee a start time may be set as early as 6:30 a.m. with a finishing time no earlier than 2:30 p.m.

The hours of work selected are subject to the supervisor's approval. The supervisor may, if necessary, restrict some employees to the hours of 8:30 am to 4:30 pm (for 35 hour per week employees). The supervisor may not assign 35 hour per week

employees to hours of work outside of 8:30 am to 4:30 pm, except as provided for in Part 'D', Section **II** – Overtime.

Where in the Company's opinion, a work unit cannot be operated satisfactorily under variable working hours, they will not be implemented in that unit.

Individual deviation from selected work schedules will require the supervisor's prior approval.

9.4 Hours of Work – Outside Head Office

Hours of work (including variable hours of work) in locations other than head office shall be negotiated by the Company and the Chief Steward of the Union.

Where in the Company's opinion, a work unit cannot be operated satisfactorily under variable working hours, they will not be implemented in that unit.

9.5 Hours of Work – Miscellaneous

The normal weekly hours of work shall be 40 for the following classifications and other similar categories as yet undefined:

Line Inspectors
Helicopter Pilots
Air Engineers

NOTE

Meal allowance will only apply when the employee has worked two hours beyond a normal eight-hour day.

10.0 SHIFT WORK

10.1 Shift Differential and Shift Work

It is recognized that from time to time it may be necessary, due to the nature of the Company's operations, to place certain weekly-salaried day working employees on shift work. Where this occurs, the following provisions will apply:

1. Shift work shall not be implemented for a period of three working days or less. If the working period is three days or less, the appropriate premium rate will be paid for the minimum three-day period.
2. The Company will provide 72 hours' (three calendar days) posted notice of the commencement and termination of a shift. Failure to provide such notice will require a penalty payment of premium rates for all changed hours of work within the notice period.

3. Such a placing on shift work shall not deprive an employee of his/her total number of normal scheduled weekly hours.
4. Revision to the work schedule shall provide for a minimum of 15 hours off between shifts. Failure to provide such time off will require the penalty payment for the first affected shift.
5. Shift differential shall apply to employees required to work on a three-shift schedule or a two-shift schedule and shall not apply for overtime hours.
6. Shift work will be scheduled on a Monday to Friday basis.
7. Work in excess of the total number of normal daily hours will be paid at the appropriate overtime rates.
8. The following shift differentials shall apply:
 - (a) Seventy cents per hour to employees scheduled to work between the hours of 1600 and 2400.
 - (b) One dollar per hour to employees scheduled to work between the hours of 0000 and 0800.
9. Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 07:00 and 18:00.

10.2 Shift Work – Microwave Alarm Centre Technicians

These employees shall be covered by the provisions of 10.1 except those listed below.

The following items as set out in Part D will not apply to the position of microwave attendant.

1. Section 9.1: Hours of Work – General
2. Section 9.2: Hours of Work – Specific
3. Section 9.4: Hours of Work – Outside Head Office
4. Section 10.1: Shift Differential and Shift Work
5. Section 11.3 number 4: Payment for Overtime
6. Section 11.4
7. Section 11.2: Minimum Payments – Overtime

The following provisions will also apply to the position of microwave alarm centre technician:

10.2.1 Hours of Work and Schedule Provisions

The content, preparation, posting and administration of shift schedules is the sole responsibility of the Company, the preference of the majority of attendants at each station for a particular basic type of schedule will be adopted. Such preferences will be made known to the Company prior to commencement of preparation of new schedule.

However, if in the Company's opinion, the efficiency of the station or the health of a technician could be detrimentally affected by the chosen schedule, then the Company will provide the Union (chief steward) with reasons or medical opinions why the desired schedule cannot be implemented.

The preference of individual technicians regarding vacation periods will be considered, providing such preferences are made known prior to commencement of preparation of new schedules.

1. A six-month regular schedule, averaging 40 hours per week, posted one month in advance, will be prepared and posted, indicating the days and hours of work (shift) for each employee. The design of the regular schedule shall provide for a minimum of 16 hours off between shifts.
2. Each employee shall have his/her time balance adjusted to zero at the end of the shift cycle nearest to April 30 and October 31. The actual date for striking the balance is to be indicated on the master schedule at the time of posting. Plus time balances shall be paid for at premium rate.

10.2.2 Schedule Alterations

A minimum of seven days' notice shall be given when an employee's hours of work, as shown on the schedule, are to be changed with the following exceptions:

1. Supernumerary hours of work may be changed within a calendar day to supply relief providing a minimum notice of 16 non-working hours is given before the start of the first affected shift. If sufficient notice cannot be provided, this change will not be made.
2. With a minimum of four days' notice, supernumerary days of work may be interchanged with scheduled days off for purposes of relief, meetings (excluding meetings involving the Union), interviews, short leaves of absence, familiarization trips, training programs and for additional help during heavy work load periods. If more than four weeks separates a scheduled supernumerary day from a scheduled day off or four days' notice cannot be given then these may not be interchanged.

3. In the case of illness, which would result in a staff shortage, four (4) days' advance notice will be given when placing an employee on shift.

10.2.3 Penalties

Failure to comply with the notice provisions set out in Subsection 10.2.1(1) and 10.2.2 above shall require the payment of appropriate premium rates until the notice period has elapsed.

NOTE

In the above revisions every effort will be made by the Company to maintain the minimum of 16 hours off between shifts. However, where it is necessary to do so and with the appropriate notice, less than 16 hours off between shifts may be scheduled. These short changes will be limited to two changes per employee for a posted master schedule.

10.2.4 Overtime Definitions

Prearranged Overtime: Work performed outside normal scheduled hours for which notification must be given a minimum of 48 hours in advance, for which time shall be counted from the time the employee reports at his/her headquarters until he/she finishes work at headquarters. In the case of failure to give 48 hours' notice such overtime shall be considered extension or emergency overtime and subject to provisions below.

Extension Overtime: Extension overtime covers work performed outside of normal scheduled hours as continuation or extension of the normal work period in order to complete necessary specific jobs during that work period and for which time shall be counted from normal quitting time until the employee finishes work less any assigned meal periods.

Emergency Overtime: Work outside normal scheduled hours for which there is no prearrangement, or which cannot be considered extension overtime. Such time will be counted from when the employee reports for work at the station until he/she finishes work at the station.

10.2.5 Minimum Payments

1. When minimum payments do not apply, one hour at straight time will be paid in lieu of time spent travelling.
2. All emergency overtime worked shall receive a minimum payment of four hours' straight time pay or the actual time worked at the appropriate overtime rate, whichever is the greater. Time shall be counted from the time the employee arrives at his/her regular work headquarters until he/she finishes work at that headquarters.

3. All prearranged work outside normal hours performed or reported for due to lack of notice of cancellation on a scheduled day of work shall receive a minimum of two hours' straight time pay or the actual time worked at the appropriate overtime rate, whichever is the greater.
4. All prearranged work performed or reported for due to lack of notice of cancellation on a scheduled day off shall receive a minimum of four hours' straight time pay or the actual time worked at the appropriate overtime rate, whichever is the greater.
5. All prearranged overtime work cancelled within 48 hours of the designated work commencement time shall require payment of two hours at the basic rate to all affected employees.

10.2.6 Special Provisions Concerning Overtime

An employee who is required to work continuously for more than 16 hours shall be entitled to an eight-hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the overtime worked.

Should he/she be required to continue working beyond 16 hours he/she shall be paid two times his/her normal basic rate until an eight-hour rest period is granted.

10.2.7 Premium Payments

The computing of hourly rates for overtime shall be in accordance with the following:

The basic weekly rate of each employee's classification as set out in salary schedule 20, without any increments, premiums or bonuses, shall be divided by 40.

10.2.7.1 Unscheduled Work

As per Part D Item 11.3(1) and (2), paragraphs 1 and 2.

10.2.7.2 Scheduled Work

One and one-half times the employee's basic rate shall be paid for all hours worked on Saturday, Sunday and statutory holidays which occur Monday to Friday inclusive.

Two times the employee's basic rate shall be paid for all hours worked on a statutory holiday which occurs on Saturday.

NOTE

These employees shall receive entitlement for the same number of statutory holidays as Monday-Friday, day-working, weekly-salaried employees. Therefore, when a statutory holiday falls on a Saturday, statutory holiday credit shall not apply.

10.2.8 Shift Differential

A shift differential of 70 cents per hour shall be paid to employees who are scheduled to work between the hours of 1600 and 2400.

A shift differential of 1 dollar per hour shall be paid to employees who are scheduled to work between the hours of 0000 to 0800. Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 0700 and 1800.

The appropriate shift differential shall be paid for the first eight hours of each scheduled shift on any regular scheduled day of work and shall not apply for any overtime hours. When premium time is involved for payment for shift work, the premium rate shall be computed on the standard basic rate, excluding shift differential.

10.3 Shift Work – CADS Personnel

The provisions of this Agreement shall apply to those employees hired after April 1, 1980 and designated by the Company as being required to work shift work to operate the Computer Aided Drafting System (CADS).

1. Employees hired prior to April 1, 1980 will have their day status protected until such time as they apply for and are accepted to a position requiring shift work. Every effort will be made to provide these employees with exposure to CADS work during day hours.
2. Future vacancy notices will identify whether or not shift work is a requirement. The number of shift positions which will be advertised will not exceed that required for the economic utilization of the terminals. Shift positions will be comprised of intermediate, senior and design draftspersons.
3. Applicants to advertised vacancies will not be denied promotion due to the lack of opportunity for training on CADS equipment.
4. Employees who are selected to vacancies which are identified as requiring shift work will be subject to the provisions of this Agreement.
5. Day status employees may volunteer for a trial period of shift work after which time they may either apply for a shift position when vacant or retain their day status as in 1. above.

The provisions of Part ‘D’ (Weekly-Salaried) of the Collective Agreement shall apply with the exception of:

1. Section 9.2: Hours of Work – Specific
2. Section 10.1: Shift Differential and Shift Work

The following items will apply to the employees working with the CADS:

10.3.1 Hours of Work – Day Work

Employees as defined in this Agreement, may be required to work on “day work”. Day work may include assignments to conventional drafting or to CADS equipment. When employees are transferred to or from day work a minimum of seven days’ notice shall be given. When working day work the provisions of Part ‘D’ (Weekly-Salaried) shall apply.

10.3.2 Working Conditions – Shift

10.3.2.1 Work Schedules

Although the content, preparation, posting and administration of shift schedules is the sole responsibility of the Company, the preference of the majority of shift workers for a particular basic type of schedule will be adopted, provided it meets the requirements of the Company for effective operation of the system.

A shift schedule covering a nine week period will be posted a minimum of 14 days before its effective date. The schedule will show the days, hours of work (shifts) for each employee.

For purposes of this Agreement, the shift schedule shall be comprised of an afternoon and/or night shift in addition to day work. The shift rotation guidelines shall permit an employee to remain on one specific shift for a maximum period of three consecutive weeks without rotation. Assignments to day work are not subject to this limitation.

The design of the schedule will provide for a minimum of 14 hours off between shifts.

10.3.2.2 Hours of Work – Specific

The normal hours of work will be seven hours per day, 35 per week on a Monday to Friday basis.

The shift work hours shall be as follows:

1. Afternoon – 1630 – 2330 hours
2. Night – 0000 – 0700 hours

10.3.3 A minimum of seven days’ notice shall be given when an employee’s hours of work as shown on the schedule are to be changed.

In the case of illness, which would result in a staff shortage, four (4) days' advance notice will be given when placing an employee on shift.

10.3.4 Failure to comply with the notice provisions set out in Section 10.3(1) and (3) of this Agreement shall require the payment of appropriate premium rates for all full shifts worked until the notice period has elapsed.

10.3.5 Shift Differential

A shift differential of 70 cents per hour shall be paid to employees who work scheduled hours between 1630 and 2330.

A shift differential of 1 dollar per hour shall be paid to employees who work scheduled hours between 0000 and 0700. Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between 0700 and 1800.

The appropriate shift differential shall be paid for the scheduled shift on any regular scheduled day of work and shall not apply for any overtime hours. When premium time is involved for payment for shift work, the premium rate shall be computed on the standard basic rate, excluding shift differential.

10.3.6 Shift work will not be scheduled on statutory holidays Monday to Friday.

10.4 Shift Work – Technical Staff (Instructor)

10.4.1 Applicability

This section covers the following classification: Instructor.

10.4.2 Intent

The intent of this section is to provide a framework within which employees in the above named classifications may be assigned to shift work on a Monday to Friday basis for limited periods of time. The “limited period” is to be less than three months in each year for each employee unless the employee involved specifically consents to an extension.

10.4.3 Implementation

When shift work is required, management will solicit preferences for shift work from the employees in the required classifications. If employees with the required skill, knowledge, experience, etc., indicate a preference for shift work, management will select from among these employees. If insufficient qualified volunteers are available, management will assign the shift work to qualified employees, endeavouring to minimize personal inconvenience.

10.4.4 Duration of Shift Hours

The employees who may be required to work shifts under this section include both 35 and 40 hour per week positions. They will work a time balanced schedule.

Forty hour per week employees when assigned to shift work will work the same hours as regular shift workers on shift.

Thirty-five hour per week employees when assigned to shift work will normally work seven-hour shifts. This may, at management's discretion, be increased to eight-hour shifts.

10.4.5 Special Provisions When on Shift

1. Shift work shall not be implemented for a period of three working days or less. If the working period is three days or less, the appropriate premium rate will be paid for the minimum three-day period.
2. The Company will provide 72 hours' (three calendar days) posted notice of the commencement and termination of a shift. Failure to provide such notice will require a penalty payment of premium rates for all changed hours of work within the notice period.
3. Such a placing on shift work shall not deprive an employee of his/her total number of normally scheduled weekly hours.
4. Revision to the work schedule shall provide for a minimum of 15 hours off between shifts. Failure to provide such time off will require the penalty payment for the first affected shift.
5. Shift differential shall apply to employees required to work on a three-shift schedule or a two-shift schedule and shall not apply for overtime hours. Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between 0700 and 1800.
6. Work in excess of the total number of normal daily hours will be paid at the appropriate overtime rates.

10.4.6 Deleted Provisions When on Shift

When an individual is assigned a shift and the provisions of 10.4.5 are in effect, the following provisions of Part 'D' will not apply:

1. Section 9.1: Hours of Work – General
2. Section 9.2: Hours of Work – Specific
3. Section 9.4: Hours of Work – Outside Head Office

11.0 OVERTIME PROVISIONS

Due to the nature of the Company operations, some employees will be required to work overtime. Overtime will be minimized and managed within the limits of corporate effectiveness and customer impact. In recognition of employee well-being

and inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees.

11.1 Overtime Definitions

Overtime: Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours, and is therefore, subject to compensation at premium rates.

Prearranged Overtime: Work performed outside the normal scheduled hours for which notification must be given a minimum of 24 hours in advance (21 hours for computer sub-branch shift working employees). Time shall be counted from the time the employee reports for work until the employee finishes work. Where this advance notice is not given, overtime shall be considered as emergency overtime.

Emergency Overtime: Work performed outside the normal scheduled hours which is neither prearranged nor extension overtime. Time shall be counted from the time the employee reports for work until the employee finishes work.

Extension Overtime: Work performed outside the normal scheduled hours as an extension of the normal scheduled hours/shift (either immediately preceding or following the normal scheduled hours/shift). Time shall be counted from the time the employee reports for work until normal starting time or from normal quitting time until the employee finishes work. Extension overtime will not be used for controllers/dispatchers/trainees where coverage is required for a complete shift and a controller/dispatcher/trainee is available.

11.2 Minimum Payments

All Part 'D' weekly-salaried employees who are called out to work overtime with or without notice shall receive the following:

When minimum payments apply no travel allowance will be paid.

1. All prearranged overtime performed or reported for due to lack of notice of cancellation, Monday to Friday inclusive, shall receive a minimum of two hours at straight time or the actual time worked at the appropriate premium rates, whichever is the greater.
2. All prearranged overtime cancelled with 48 hours of the designated time of work commencement shall require payment of two hours at straight time.
3. All prearranged overtime performed or reported for due to lack of notice of cancellation on Saturdays, Sundays and statutory holidays shall receive a minimum payment of four hours at straight time or the actual time worked at the appropriate premium rates, whichever is the greater.

4. This shall not apply where the overtime period commences on a Saturday, Sunday or statutory holiday, as part of a longer overtime period continuing into the next calendar day.
5. All emergency overtime work shall receive a minimum payment of four hours at straight time or the actual time worked at the appropriate premium rate, whichever is the greater, providing short emergency calls are not repeated within one hour of the completion of a previous call for which the four-hour minimum was paid.

If the call-out occurs less than two hours before the commencement of normal starting time, the minimum will not apply and the appropriate premium rate will be paid continuously from the call-out time until normal starting time.

6. Minimum payments will not apply to concrete inspectors required to work up to two and one-half hours overtime on Friday unless an extra trip to work is required.

11.3 Premium Payments

Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours, and is therefore, subject to compensation at premium rates.

Premium payment for overtime shall be as follows:

1. One and one-half times the employee's basic rate shall be paid for all work performed during the first two clock hours (***one hour effective March 31, 2016***) after normal quitting time, Monday to Friday inclusive. It will also apply to the first two hours (***one hour effective March 31, 2016***) of overtime worked on an unscheduled day of work.
2. Two times the employee's basic rate shall be paid for:
 - All work performed outside of the first two hours (***one hour effective March 31, 2016***) after normal quitting time, Monday to Friday inclusive, and after the first two hours (***one hour effective March 31, 2016***) on an unscheduled day of work.
 - All work performed on Saturday, Sunday and statutory holidays which occur Monday to Friday.
3. Overtime rates shall be computed by dividing the employee's basic weekly salary by his/her normal weekly hours of work.

4. Helicopter pilots and line maintenance supervisors (helicopters) whose hours of work are dependent upon weather conditions and other variables inherent in the nature of their jobs do not, except as noted below, receive payment in money for overtime. Compensation for overtime worked shall be made in the form of time off with pay. This time off shall be determined on the basis of one and one-half hours off for each hour worked during the first two (2) clock hours (**one hour effective March 31, 2016**) after normal quitting time. For overtime worked outside the first two (2) clock hours (**one hour effective March 31, 2016**) after normal quitting time or on Saturdays, Sundays and Statutory Holidays time off shall be at two hours for each hour worked. Time off will be at a time convenient to the Company and the employee. The Company may assign time off to reduce the overtime bank up to twelve (12) days (8 hours per day) per employee per calendar year. Any balance beyond twelve (12) days (8 hours per day) shall be paid at the appropriate rate on the next pay period after April 30th and August 31st. The equivalent time off shall reach a zero balance during the month of December each year.

In the event that this is not accomplished, all outstanding overtime as of December 31 shall be paid for at the appropriate rates. When it is accomplished, any further occurrence of overtime between the date of zero balance and December 31 will be subject to accumulation if necessary and considered for the following year.

11.4 Special Provisions Concerning Overtime

1. In order to alleviate excessive inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees. Where employees feel they have been assigned abnormal amounts of overtime, consideration of such cases shall be considered fit matter for discussion at local level.
2. The Company agrees to control excessive authorized overtime by restricting actual overtime to not more than 12 hours per week, excluding travelling time. Under extraordinary circumstances, the Union will consider waiving the restrictive features of this clause.
3. A travelling allowance up to a maximum of one hour shall be paid at the appropriate overtime rate when an employee is called in to work overtime and an extra trip is involved. See also Section 11.2.
4. Because an employee was required to work overtime or because he/she lost time in changing shifts, he/she shall not be prevented from working his/her total number of normal daily hours in any normal scheduled day of work. If the employee cannot be supplied with the work required to make up the normal daily hours of work in that day, his/her pay shall be adjusted to provide a minimum of his /her normal weekly hours of work.

5. If an employee who has worked overtime and is physically capable and the group of which he/she is ordinarily a member is at work, he/she shall not be deprived of the opportunity of working his/her normal scheduled hours in addition to the overtime he/she may have worked.
6. An employee who has accumulated overtime hours shall receive this in earnings, calculated at the appropriate premium rate and cannot be required to take time off in lieu of payment.
7. An employee who is required to work continuously for more than 16 hours or an employee who accumulates 16 hours of working time in any 24 hour period shall be entitled to an eight-hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work, he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the overtime worked.

Should he/she be required to continue working beyond 16 hours he/she shall be paid two times his/her normal basic rate until an eight-hour rest period is granted. Should an employee be released before 16 hours have elapsed, he/she will not be entitled to an eight-hour rest period, and his/her right to continue work at straight time will be governed by Section 11.4(5).

8. An employee on day work who is required to work 4 but less than 6 accumulative overtime hours between the hours of 2300 and 0700 shall be entitled to a 4 hour rest period.
9. An employee on day work who is required to work 6 or greater accumulative overtime hours between the hours of 2300 and 0700 shall be entitled to an 8 hour rest period.
10. If the rest period in 8 and 9 above extends into the employee's normal scheduled hours of work, he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. Should the employee be required to continue working during normal scheduled hours, the employee shall be paid at two times his/her normal basic rate until the rest period is granted.

None of the provisions of Subsections 11.4(1), (2), (4), (5) and (6) is applicable to employees referred to in Section 9.1(4).

11.5 Overtime – Regular Part-Time and Temporary Part-Time Employees

Overtime is defined as:

- (a) Hours worked which are in excess of the normal daily hours of the classification. The premium payment for such work is one and one-half times the employee's basic rate for all work performed during the first two clock hours (*one hour effective March 31, 2016*) after the normal quitting time of the classification, and two times the employee's basic rate for all work performed outside of the first two clock hours (*one hour effective March 31, 2016*) after the classification's normal quitting time.

and/or

- (b) Hours worked in excess of 24 in a week. The premium payment for such work is one and one-half times the employee's basic rate for the first two hours (*one hour effective March 31, 2016*) worked in a day. Two times the employee's basic rate for all work performed in excess of two hours (*one hour effective March 31, 2016*) in a day.

and/or

- (c) Unscheduled hours worked on Saturday and Sunday. The premium payment for unscheduled hours worked on Saturday and Sunday is two times the employee's basic rate.

11.6 Equivalent Time Off Without Pay

See Part 'A' Section 10.2

11.7 Overtime – Marketing and Audio, Visual, Writing and Graphic Design Services

Employees identified in Part D Section 9.1(4) and Audio, Visual, Writing and Graphic Design Services employees shall be paid for all overtime work performed in accordance with Section 11.3.

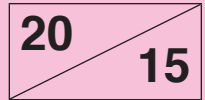
Employees identified in Part D Part A Section 9.1(4) and Audio, Visual, Writing and Graphic Design Services employees who, by the nature of their jobs, are required to make public, business or trade contacts outside normal hours may, where mutually agreed between the employee and the supervisor, take time off in lieu of payment for overtime. Where it is agreed that time off in lieu will be taken, such time will be credited on a premium basis in the same manner as would apply if payment had been made. Such time off must be arranged within a two-month period following the date overtime was worked. If this cannot be arranged within the two-month period, payment shall be made.

TIME ENTITLEMENT – INFORMATION MANAGEMENT FACILITIES

	Monday to Friday	Saturday	Sunday	Statutory Holiday Monday to Friday	Statutory Holiday Saturday
Scheduled Hours of Work	Straight Time	Straight Time	Time and one-half	Time and one-half plus statutory holiday credit	Time and one-half
Non-Scheduled Hours of Work	First two clock hours worked after normal quitting time at one and one-half times (<i>one hour effective March 31, 2016</i>). All other hours worked at 2 times.	Double Time	Double Time	Double time plus statutory holiday credit	Double Time
Scheduled Day Off	No Entitlement	No Entitlement	No Entitlement	Statutory Holiday Credit	No Entitlement

TIME ENTITLEMENT – MICROWAVE ALARM CENTRE TECHNICIANS

	Monday to Friday	Saturday	Sunday	Statutory Holiday Monday to Friday	Statutory Holiday Saturday
Scheduled Hours of Work	Straight Time	Time and one-half	Time and one-half	Time and one-half plus statutory holiday credit	Double Time
Non-Scheduled Hours of Work	First two clock hours after normal quitting time at one and one-half times (<i>one hour effective March 31, 2016</i>). All other hours worked at 2 times.	Double Time	Double Time	Double time plus statutory holiday credit	Double Time
Scheduled Day Off	No Entitlement	No Entitlement	No Entitlement	Statutory Holiday Credit	No Entitlement



**HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 20
CLERICAL/TECHNICAL/TECHNOLOGIST
WEEKLY DOLLARS**

<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
68	2,238.31	2,309.74	2,381.18
67	2,111.62	2,179.01	2,246.40
66	1,992.28	2,055.87	2,119.45
65	1,879.95	1,939.95	1,999.95
64	1,774.09	1,830.71	1,887.33
63	1,674.43	1,727.87	1,781.31
62	1,580.61	1,631.06	1,681.50
61	1,492.24	1,539.87	1,587.49
60	1,408.99	1,453.96	1,498.93
59	1,330.64	1,373.10	1,415.57
58	1,253.06	1,293.05	1,333.04
57	1,180.12	1,217.79	1,255.45
56	1,111.33	1,146.80	1,182.27
55	1,046.60	1,080.00	1,113.40
54	985.64	1,017.09	1,048.55
53	928.22	957.85	987.47
52	874.17	902.07	929.97
51	823.21	849.49	875.76

This schedule is applicable to positions established as having a 35, 37-1/2, or 40-hour basic work week.

NOTE: All progressions shall be in accordance with Item 3 of Part A.

Hydro One Labour Relations
Effective: April 1-2015

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 21
BARGAINED RATE - WEEKLY SALARIED POSITIONS
WEEKLY DOLLARS

GRADE	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
LIBRARIANS							
02	Librarian	1,577.00	1,617.00	1,707.00	1,737.00		
HELICOPTER POSITIONS							
21	Air Engineer	1,823.02	1,861.64	1,896.40	1,931.16		
22	Helicopter Pilot	2,426.68	2,541.57	2,673.27	2,802.17		
24	Helicopter Maintenance Inspector	2,008.54	2,046.08	2,085.71			
AUDIO-VISUAL, WRITING AND GRAPHIC							
33	Editorial Assistant	1,244.29	1,333.17	1,423.58	1,532.38		
34	Artist	1,319.85	1,463.02	1,586.57	1,712.08	1,835.64	1,961.15
41	Assistant Environment Specialist	1,648.86	1,751.91	1,854.96	1,958.02	2,061.07	

Librarians, Grades 02 are rounded to the nearest whole dollar.

All progressions shall be in accordance with Item 3 of Part A.

Hydro One Labour Relations
 Effective: April 1-2015

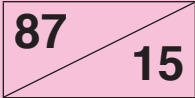
HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 86
UNDERGRADUATE UNIVERSITY, COMMUNITY COLLEGE
AND ASSOCIATED CO-OP PROGRAMS
WEEKLY DOLLARS

<u>GRADE</u>	<u>TITLE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
COMMUNITY COLLEGE STUDENTS		1st year	2nd year	3rd year			
21	Group 2 - Community College and Polytechnical	768.50	858.97	948.02			
		1st or					
		2nd Term	3rd Term	4th Term	5th Term		
22	Group 3 - Community College and Polytechnical Co-Op Programs	768.50	813.00	903.52	948.02		
UNIVERSITY STUDENTS		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
		1st year	2nd year	3rd year	4th year		
31	Group 4 - University	802.64	948.02	1,094.87	1,240.28		
		1st or					
		2nd Term	3rd Term	4th Term	5th Term	6th Term	7th Term
		4 or 8 mo	12 mo	16 mo	20 mo	24 mo	28 mo
32	Group 5 - University Co-Op Programs	802.64	875.31	1,022.19	1,094.87	1,167.61	1,240.28

NOTES:

1. This schedule is applicable to positions established as having a 35, 37-1/2, or 40-hour basic work week.
2. Appropriate experience (other than previous summer work) can justify a higher rate than the academic year of the student in question.
3. Students will normally be required to join the PWU within 15 days.
4. The grade and corresponding rate paid to the student is based on the academic term that the student has successfully completed, rather than actual work activities. The exceptions are:
 - 4.1 Students who are hired into an hourly-rated position will be paid the applicable hourly rate.
 - 4.2 When a student is placed in a Clerical-Technical position for which a wage or salary grade has been established, the student shall be paid the rate for that position.
5. Allowance will be paid to a summer student in accordance with the normal practice for the setting in which the student works.

Hydro One Labour Relations
 Effective: April 1-2015



**HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 87
SUMMER STUDENTS
WEEKLY DOLLARS**

<u>GRADE</u>		<u>STEP 1</u>
01	1st year of employment	623.13
02	2nd year of employment	675.02

Hydro One Labour Relations
Effective: April 1-2015

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 20
CLERICAL/TECHNICAL/TECHNOLOGIST
WEEKLY DOLLARS

<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
68	2,260.69	2,332.84	2,404.99
67	2,132.73	2,200.79	2,268.86
66	2,012.20	2,076.42	2,140.64
65	1,898.75	1,959.35	2,019.95
64	1,791.83	1,849.01	1,906.20
63	1,691.17	1,745.15	1,799.12
62	1,596.42	1,647.37	1,698.32
61	1,507.16	1,555.26	1,603.36
60	1,423.08	1,468.50	1,513.92
59	1,343.95	1,386.84	1,429.73
58	1,265.59	1,305.98	1,346.37
57	1,191.92	1,229.96	1,268.00
56	1,122.44	1,158.27	1,194.09
55	1,057.06	1,090.79	1,124.53
54	995.50	1,027.27	1,059.04
53	937.50	967.42	997.34
52	882.91	911.09	939.27
51	831.45	857.98	884.52

This schedule is applicable to positions established as having a 35, 37-1/2, or 40-hour basic work week.

NOTE: All progressions shall be in accordance with Item 3 of Part A.

Hydro One Labour Relations
 Effective: April 1-2016

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 21
BARGAINED RATE - WEEKLY SALARIED POSITIONS
WEEKLY DOLLARS

GRADE	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
LIBRARIANS							
02	Librarian	1,593.00	1,633.00	1,724.00	1,754.00		
HELICOPTER POSITIONS							
21	Air Engineer	1,841.24	1,880.25	1,915.36	1,950.47		
22	Helicopter Pilot	2,450.94	2,566.98	2,700.00	2,830.19		
24	Helicopter Maintenance Inspector	2,028.63	2,066.55	2,106.57			
AUDIO-VISUAL, WRITING AND GRAPHIC							
33	Editorial Assistant	1,256.73	1,346.50	1,437.81	1,547.70		
34	Artist	1,333.05	1,477.65	1,602.43	1,729.20	1,853.99	1,980.76
41	Assistant Environment Specialist	1,665.34	1,769.43	1,873.51	1,977.60	2,081.68	

Librarians, Grades 02 are rounded to the nearest whole dollar.

All progressions shall be in accordance with Item 3 of Part A.

Hydro One Labour Relations
 Effective: April 1-2016

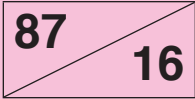
HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 86
UNDERGRADUATE UNIVERSITY, COMMUNITY COLLEGE
AND ASSOCIATED CO-OP PROGRAMS
WEEKLY DOLLARS

<u>GRADE</u>	<u>TITLE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>		
	COMMUNITY COLLEGE STUDENTS	1st year	2nd year	3rd year			
21	Group 2 - Community College and Polytechnical	776.19	867.56	957.50			
		1st or					
		2nd Term	3rd Term	4th Term	5th Term		
22	Group 3 - Community College and Polytechnical Co-Op Programs	776.19	821.13	912.56	957.50		
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	UNIVERSITY STUDENTS	1st year	2nd year	3rd year	4th year		
31	Group 4 - University	810.67	957.50	1,105.82	1,252.68		
		1st or					
		2nd Term	3rd Term	4th Term	5th Term	6th Term	7th Term
		4 or 8 mo	12 mo	16 mo	20 mo	24 mo	28 mo
32	Group 5 - University Co-Op Programs	810.67	884.06	1,032.41	1,105.82	1,179.29	1,252.68

NOTES:

1. This schedule is applicable to positions established as having a 35, 37-1/2, or 40-hour basic work week.
2. Appropriate experience (other than previous summer work) can justify a higher rate than the academic year of the student in question.
3. Students will normally be required to join the PWU within 15 days.
4. The grade and corresponding rate paid to the student is based on the academic term that the student has successfully completed, rather than actual work activities. The exceptions are:
 - 4.1 Students who are hired into an hourly-rated position will be paid the applicable hourly rate.
 - 4.2 When a student is placed in a Clerical-Technical position for which a wage or salary grade has been established, the student shall be paid the rate for that position.
5. Allowance will be paid to a summer student in accordance with the normal practice for the setting in which the student works.

Hydro One Labour Relations
 Effective: April 1-2016



**HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 87
SUMMER STUDENTS
WEEKLY DOLLARS**

<u>GRADE</u>		<u>STEP 1</u>
01	1st year of employment	629.36
02	2nd year of employment	681.77

Hydro One Labour Relations
Effective: April 1-2016

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 20
CLERICAL/TECHNICAL/TECHNOLOGIST
WEEKLY DOLLARS

<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
68	2,283.30	2,356.17	2,429.04
67	2,154.06	2,222.80	2,291.55
66	2,032.33	2,097.19	2,162.05
65	1,917.74	1,978.95	2,040.15
64	1,809.74	1,867.50	1,925.26
63	1,708.08	1,762.60	1,817.11
62	1,612.38	1,663.84	1,715.30
61	1,522.23	1,570.81	1,619.39
60	1,437.32	1,483.19	1,529.06
59	1,357.39	1,400.71	1,444.03
58	1,278.24	1,319.04	1,359.83
57	1,203.84	1,242.26	1,280.68
56	1,133.67	1,169.85	1,206.03
55	1,067.63	1,101.71	1,135.78
54	1,005.45	1,037.54	1,069.63
53	946.87	977.09	1,007.31
52	891.74	920.20	948.66
51	839.77	866.57	893.37

This schedule is applicable to positions established as having a 35, 37-1/2, or 40-hour basic work week.

NOTE: All progressions shall be in accordance with Item 3 of Part A.

Hydro One Labour Relations
 Effective: April 1-2017

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 21
BARGAINED RATE - WEEKLY SALARIED POSITIONS
WEEKLY DOLLARS

GRADE	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
LIBRARIANS							
02	Librarian	1,609.00	1,650.00	1,742.00	1,772.00		
HELICOPTER POSITIONS							
21	Air Engineer	1,859.65	1,899.05	1,934.51	1,969.97		
22	Helicopter Pilot	2,475.45	2,592.65	2,727.00	2,858.49		
24	Helicopter Maintenance Inspector	2,048.92	2,087.21	2,127.64			
AUDIO-VISUAL, WRITING AND GRAPHIC							
33	Editorial Assistant	1,269.30	1,359.97	1,452.19	1,563.18		
34	Artist	1,346.38	1,492.43	1,618.46	1,746.50	1,872.53	2,000.57
41	Assistant Environment Specialist	1,682.00	1,787.13	1,892.25	1,997.38	2,102.50	

Librarians, Grades 02 are rounded to the nearest whole dollar.

All progressions shall be in accordance with Item 3 of Part A.

Hydro One Labour Relations
 Effective: April 1-2017

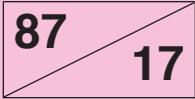
HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 86
UNDERGRADUATE UNIVERSITY, COMMUNITY COLLEGE
AND ASSOCIATED CO-OP PROGRAMS
WEEKLY DOLLARS

<u>GRADE</u>	<u>TITLE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>		
	COMMUNITY COLLEGE STUDENTS	1st year	2nd year	3rd year			
21	Group 2 - Community College and Polytechnical	783.95	876.24	967.08			
		1st or					
		2nd Term	3rd Term	4th Term	5th Term		
22	Group 3 - Community College and Polytechnical Co-Op Programs	783.95	829.34	921.69	967.08		
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	UNIVERSITY STUDENTS	1st year	2nd year	3rd year	4th year		
31	Group 4 - University	818.78	967.08	1,116.88	1,265.21		
		1st or					
		2nd Term	3rd Term	4th Term	5th Term	6th Term	7th Term
		4 or 8 mo	12 mo	16 mo	20 mo	24 mo	28 mo
32	Group 5 - University Co-Op Programs	818.78	892.90	1,042.73	1,116.88	1,191.08	1,265.21

NOTES:

1. This schedule is applicable to positions established as having a 35, 37-1/2, or 40-hour basic work week.
2. Appropriate experience (other than previous summer work) can justify a higher rate than the academic year of the student in question.
3. Students will normally be required to join the PWU within 15 days.
4. The grade and corresponding rate paid to the student is based on the academic term that the student has successfully completed, rather than actual work activities. The exceptions are:
 - 4.1 Students who are hired into an hourly-rated position will be paid the applicable hourly rate.
 - 4.2 When a student is placed in a Clerical-Technical position for which a wage or salary grade has been established, the student shall be paid the rate for that position.
5. Allowance will be paid to a summer student in accordance with the normal practice for the setting in which the student works.

Hydro One Labour Relations
 Effective: April 1-2017



**HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 87
SUMMER STUDENTS
WEEKLY DOLLARS**

<u>GRADE</u>		<u>STEP 1</u>
01	1st year of employment	635.65
02	2nd year of employment	688.59

Hydro One Labour Relations
Effective: April 1-2017

APPENDIX “A”

**for Construction and
Supplementary Maintenance**

made and entered into

BETWEEN

**HYDRO ONE INC.
(the “Employer”)**

and

**POWER WORKERS’ UNION (PWU)
(hereinafter called the “Union”)**

Index

Hydro One Inc./ Power Workers' Union Appendix

Section	Title	Page
Section 1	Preamble.....	AP-3
Section 2	Scope of Agreement	AP-3
Section 3	Mid-Term Agreement	AP-5
Section 4	Work Assignment	AP-5
Section 5	Union Rights and Representatives.....	AP-5
Section 6	Employee Designation	AP-7
Section 7	Union Security.....	AP-9
Section 8	Employment Practices/Hiring	AP-9
Section 9	Hours of Work.....	AP-16
Section 10	Wages and Pay Procedure.....	AP-20
Section 11	Union and Benefit Funds.....	AP-24
Section 12	Travel and Room and Board Allowance	AP-25
Section 13	Tools and Clothing.....	AP-29
Section 14	Grievances and Arbitrations.....	AP-31
Section 15	Committees.....	AP-32
Section 16	Lunchroom Facilities	AP-34
Section 17	Pregnancy/Parental/Adoption Leaves	AP-34
Section 18	Selection to Vacancies	AP-34
	Principles Related to Apprenticeship Program	AP-35
	Tool List.....	AP-36
	Letters of Understanding	AP-38
	Salary Schedule.....	AP-41

SECTION 1 PREAMBLE

100

WHEREAS the Union, as defined in the covering page of this Collective Agreement, has in its membership competent, skilled and qualified workers to perform the work coming within scope of this agreement; and

WHEREAS Hydro One Inc. and the Union desire to mutually establish and stabilize wages, hours and working conditions for all employees of Hydro One Inc. performing construction and supplementary maintenance work and further, to encourage closer co-operation and understanding between Hydro One Inc. and the Union to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

NOW THEREFORE, The Company and the Union mutually agree that the working conditions as set out below shall be applicable to these employees of Hydro One Inc.

SECTION 2 SCOPE OF AGREEMENT

200

- A. Hydro One Inc. recognizes the Union as the sole bargaining agent for all employees who perform construction and maintenance work save and except that work which is performed by other unions within the scope clauses of their current Collective Agreements with Hydro One Inc.

- B. This section applies to all work as defined in A. above save and except that work which is performed by PWU regular employees as defined in the main agreement and shall include the following classifications:
 - Electrician Journeyperson including senior forepersons, forepersons and sub-forepersons
 - Electrician Apprentice
 - Electrical Forester – Journeyperson including senior foreperson, forepersons and sub-forepersons
 - Electrical Forester – Apprentice
 - Electrical Forester – Skidder Operator, including senior foreperson, forepersons and sub-forepersons
 - Electrical Forester – Labourer including senior foreperson, forepersons and sub-forepersons
 - Linepersons (formerly lineman) including senior forepersons, forepersons and sub-forepersons
 - Line Apprentice

- Communication Electrician including senior foreperson, forepersons and sub-forepersons
- Mechanical Trades Persons including senior foreperson, forepersons and sub-forepersons
- Mechanical Trade Apprentice
- Civil Trade Apprentice
- Civil Trades Persons including senior forepersons, forepersons and sub-forepersons
- General Helper
- Meter Reader
- Meter Reader ‘B’
- Stockkeeper
- Operator 1, 2, 3
- Meter Reader Data Collector
- Cable Splicer
- Protection and Control Technologist
- Civil Uncertified – Lines
- Civil Uncertified – Stations Services

Such other classifications subsequently agreed to by the parties.

An employee of any classification required to operate vehicles or work equipment shall have a current license as required by provincial legislation.

Additional Classifications:

On the request of the Hydro One Inc. Vice President Labour Relations, or the PWU Sector Vice President, the parties will meet to discuss the merits of adding any new classifications.

The parties will consider adding a classification when:

1. Work is required in the classification and,
2. Regular employees are not available to perform the work and,
3. The work is not ongoing in nature.

Nothing in this clause limits the current right of Hydro One Inc. to hire temporary employees in those classifications not included in Appendix “A”.

- C. The Union recognizes Hydro One Inc. as the exclusive Employer agency for this Agreement, and in all matters pertaining to the administration of this Agreement.

- D. The term “employee” refers to all casual employees of the Employer in the classifications as set out in Item B above.
- E. A sub-foreperson is an individual who exercises some supervisory responsibility and may use the tools of the trade.
- F. The term “Employer” shall mean Hydro One Inc.

201

- A. This Agreement shall be deemed to include any additional Appendix and/or wage schedule added, as the said appendices and/or wage schedules may be revised by Hydro One Inc. and the Union by mutual agreement, from time to time.

202

Geographic Jurisdiction

- A. The jurisdiction of the Union is all of Hydro One Inc.

SECTION 3 MID-TERM AGREEMENT

302

- A. This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto.

SECTION 4 WORK ASSIGNMENT

400

- A. No Construction and/or supplementary maintenance work for Network Services shall be contracted or subcontracted except where Network Services does not normally perform the work of the Mechanical and/or Civil Trades, such work may be contracted or subcontracted.
- B. Hydro One Inc. will provide notice to the Union as far in advance as possible of all new work coming under the scope of this Appendix and all related contracted or subcontracted work.
- C. The jurisdiction of the Union shall be as described in Section 2 of this Appendix.
- D. The jurisdiction of each classification shall be established by the Union.

SECTION 5 UNION RIGHTS AND REPRESENTATIVES

501

- A. The Union will designate Union representatives as Accredited Union Representatives to handle the day-to-day administration of this Agreement. The Union will notify Hydro One Inc. Management 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 work locations. Upon entering the work location, such representatives after identifying themselves to the Hydro One Inc. representative will be free to observe the progress and conduct of the work and to conduct normal Union business associated with the administration of this Collective Agreement. The Union undertakes that these representatives will not unduly interfere in any way with said work.

502

- A. The Union reserves the right to appoint or remove any Steward or Senior Steward on any work site where workers are employed under the terms of this Agreement. If a Steward is transferred to another worksite, and they will continue to be recognized as a Steward unless there is another Steward on that site. In such cases, the transferred Steward will not be recognized unless the Employer is notified by the Union.
- B. The Hydro One Inc. Representative shall be notified in writing when a Steward or Senior Steward is appointed and when such Stewards cease to act as Stewards.
- C. The Steward will be responsible for his/her regularly assigned work on behalf of his/her Employer.
- D. Such Stewards shall be allowed sufficient time to see that the provisions of this Agreement are observed.
- E. No Steward shall be discriminated against by the Employer because of the performance of their duties as a Steward.
- F. Provided he/she is qualified to do the work, a Steward who is working at a worksite where overtime is being worked shall be given the first opportunity to work on that overtime work.

Provided he/she is qualified to do the work, a Steward who is working in a work group where overtime is being worked on Saturdays, Sundays or Recognized Holidays shall be given the first opportunity to work.
- G. Where appropriate as decided by the Union and where more than one Steward is required, one Steward shall be appointed Senior Steward.
- H. The Senior Steward, providing he/she is qualified to perform the work, shall not have their employment terminated or

be transferred without the consent of the Accredited Union Representative until as near as possible to the completion of the job, unless with just cause. Where an Employer has only one Steward appointed for a job, such Steward will receive the same consideration given a Senior Steward as noted above.

- I. The Employer shall notify the Union prior to transferring a Steward to another Superintendent.
- A. Any worker acting as the designated or certified Health & Safety representative or alternate as defined by the Occupational Health & Safety Act shall be treated the same as Senior Stewards for purposes of layoff. Providing he/she is qualified to perform the remaining work, the designated certified Health & Safety representative or certified alternate shall be the last to be laid off prior to the Senior Steward.
- B. If management feels that any Health and Safety representative is not discharging his/her health and safety duties in a manner that follows the intent and spirit of the legislation, the Employer may refer the issue to the Joint Committee referred to in Section 15 for resolution. If the matter cannot be resolved by the Joint Committee, the grievance procedure may be invoked.

503

SECTION 6 EMPLOYEE DESIGNATION

600

- A. It is understood that senior forepersons, forepersons and sub-forepersons hold responsible positions in the relationship between the Employer and the Union. Both parties agree that every effort should be made to recruit and retain senior forepersons, forepersons and sub-forepersons who have a high degree of efficiency in the performance of their jobs and in the handling of their workers. Recognizing the responsibilities involved in performing supervisory duties and being a member of the Union, the Employer and the Union will make every effort to minimize problems that may arise which concern the relationship between the foreperson, senior forepersons and sub-forepersons, the Employer, and the Union.
- B. The parties recognize the responsibilities of senior forepersons and forepersons to discharge their supervisory duties. If the Union feels that the senior foreperson and foreperson is not discharging his/her supervisory duties in a manner that is fair and equitable, or if an Employer feels that the Union is

interfering with the senior foreperson or foreperson in the performance of his/her supervisory duties, the Employer or the Union may refer the problem to the Joint Committee referred to in Section 15 – Committees, Subsection 1500 – Joint Committee, for resolution. If the matter cannot be resolved by the Joint Committee, the grievance procedure may be invoked by either party.

- C. The selection of forepersons will be the responsibility of the Employer and done by name hiring from Union members. When making appointments to the foreperson and subforeperson levels, the Employer will give consideration to those PWU members presently employed pursuant to this Appendix however this does not create an obligation to make an appointment of a foreperson from these employees. The retention of forepersons will be the exclusive right of the Employers.
- D. Such forepersons and subforepersons shall be members of the PWU and shall register at the Union Office be issued with clearance cards. If clearance has not been provided within three (3) working days the Employer may proceed with the employment of the foreperson unless the employee's Union dues are in arrears.
- E. In the interest of efficiency and productivity, the Employer shall have the right to move forepersons and sub-forepersons from worksite to worksite.
- F. The senior forepersons differential shall be fifteen (15) percent above the journeyperson rate differential as set out in the existing wage schedule. The senior foreperson has responsibilities over and above the forepersons e.g., multiple crews. The foreperson's differential shall be twelve (12) percent above the journeyperson rate differential as set out in the existing wage schedules. The sub-foreperson's differential shall be six (6) percent above the journeyperson rate differential as set out in the existing wage schedules. The rates of pay for all forepersons and subforepersons covered by this Agreement will be set forth in the current wage schedules. Hydro One Inc. will provide the Union with current wage schedules.
- G. PWU members acting as a General Foreperson for periods of less than three (3) months shall be members of the Union.

- H. Persons appointed to foreperson and senior forepersons positions will be provided supervisory training, prior to appointment, when possible.
- I. Forepersons may be required to work the tools when the crew size is five (5) or less including the foreperson.
- J. Employees employed under this Appendix shall work in separate crews with separate Union Supervision unless mutually agreed upon otherwise by Management and the PWU Sector Vice President.

SECTION 7 UNION SECURITY

700

- A. All employees falling under the scope of this agreement will be members or will apply for membership in the PWU within fifteen (15) calendar days, and will maintain such membership in good standing in the Union as a condition of employment. The Employer will cooperate with the Union but bears no responsibility for policing membership status.

SECTION 8 EMPLOYMENT PRACTICES/HIRING

800

- A. A contact person will be designated by Hydro One Inc. for the purpose of co-ordinating employment as specified in this Section.
- B. Hydro One Inc. and the Union will exchange the names of their representatives who will be responsible for co-operating in the referral and employment of reliable and competent Union members.
- C. Hydro One Inc. will notify the Union of future staffing requirements for all employees coming within the scope of this Agreement.
- D. The Union will co-operate with the Employer and advise the Hydro One Inc. contact person of the name, address and telephone number of those being referred as soon as it is known and before the employee commences work.
- E. The Union will review the job description and Physical Demands Analysis (PDA) with potential employees prior to referral to Hydro One Inc. The employee will be expected to sign off the job description and PDA on hire.

F. The Union will direct members to provide, at hiring, all applicable licenses and certificates. In addition, upon hire, all referrals who are members of and/or referred by the Labourers Internal Union of North America (LIUNA) must provide proof of standard Safety, First Aid, CPR & AED training in the same manner as outlined in the EPSCA/LIUNA OPDC MOA/ Collective Agreement.

801

A. The employment of workers shall be carried out on the following basis and sequence:

- (i) Such workers shall not be employed unless they are in possession of a clearance card from the Union office.
- (ii) If the Union is unable to furnish appropriately qualified or certified members or non-member (permit holders) workers to the Employer within three (3) working days of the time the Union office receives the request for workers (excepting Saturdays, Sundays, and Holidays), the Employer shall be afforded the right to employ workers (permit holders) as are available. The Union will issue clearance cards to workers hired in these circumstances. Non-members referred in this situation will be considered permit holders and the Union will notify the Employer when permit holders are referred.

Permit holders by classification may be replaced by Union members after three (3) working days' notice to the Employer but in no case until such permit holders have worked a minimum of one (1) month.

802

A. When unable to proceed with work, an Employer may elect to either layoff or standoff part or all of his/her crew. The Employer shall provide the Union with the names and classifications of affected employees within a reasonable amount of time.

In all cases of layoff the Employer shall layoff its employees within the classification in the following sequence:

- (i) permit holders;
- (ii) Union members;

B. The purpose of this Section is to ensure fair and equitable treatment of employees in the event of reductions in the work force while, at the same time, allowing the Employer to direct

and deploy the work force. Nothing in this Section restricts the Employer's right to transfer employees to meet work demands.

- (i) The retention of employees who are members of the Union and covered by this Agreement in the Employer's service shall be governed by this Section.
- (ii) For the purposes of this Section, there shall be the following classifications of employees:
 - Electrician Journeyperson including senior foreperson, forepersons and sub-forepersons
 - Electrician Apprentice
 - Electrical Forester – Journeyperson including senior foreperson, forepersons and sub-forepersons
 - Electrical Forester – Apprentice
 - Electrical Forester – Skidder Operator, including senior foreperson, forepersons and sub-forepersons
 - Electrical Forester – Labourer including senior foreperson, forepersons and sub-forepersons
 - Linepersons (formerly lineman) including senior foreperson, forepersons and sub-forepersons
 - Line Apprentice
 - Communication Electrician including senior foreperson, forepersons and sub-forepersons
 - Mechanical Trades Persons including senior foreperson, forepersons and sub-forepersons
 - Mechanical Trade Apprentice
 - Civil Trade Apprentice
 - Civil Trades Persons including senior foreperson, forepersons and sub-forepersons
 - General Helper
 - Meter Reader
 - Meter Reader 'B'
 - Stockkeeper
 - Operator 1, 2, 3
 - Meter Reader Data Collector
 - Cable Splicer
 - Protection and Control Technologist
 - Civil Uncertified – Lines
 - Civil Uncertified – Stations Services

Such other classifications subsequently agreed to by the parties in Section 2.

- (iii) Employees to be retained must have the necessary qualifications skills and ability to satisfactorily perform the work to be done.
- (iv) Seniority as used in this Section is based on the employee's Established Commencement Date (ECD).
- (v) In the event of a reduction of staff (excluding standoffs) and subject to (iii) and (iv) above, employees who are not members of Union shall be laid off prior to employees who are members of Union. Employees who are not members of Union shall not be subject to the conditions contained in (vi) below.
- (vi) Subject to (iii) and (iv) above, the following conditions shall apply:
 - (a) In the event of a reduction of staff (excluding standoffs), the Employer will identify which of the classifications listed in (ii) will be affected.
 - (b) In the event of a reduction of staff (excluding standoffs), employment retention by seniority shall be as follows:

0 to (9) months	No Seniority
Nine (9) months to (5) years	Seniority by Geographic Territory (Southwestern, Central, Eastern, Northeastern & Northwestern)
Over five (5) years	Seniority Province Wide

* When relocating employees as a result of the application of this Section, the Employer shall provide transportation or pay the equivalent of the cost of public transportation or mileage, whichever is deemed appropriate by the Employer, for the initial trip to the new work location from the employee's most recent work location. The Employer shall also pay travelling time at the appropriate straight-time rate up to a maximum of eight (8) hours per day.

(vii) In cases involving reduction of staff, an employee will not lose their service credit unless he/she has a break in service of greater than six (6) months. An employee terminated for any of the following reasons will not lose their service credit unless he/she has a break in service of greater than three (3) months:

- (a) voluntary termination;
- (b) layoff necessitated by refusal to accept a transfer resulting from the implementation of the Seniority Clause.

For discharge for cause the employee will immediately lose their service credit.

C. Standoff

- (i) Standoff is a mechanism to be utilized for short durations by the Employer, when work is delayed e.g., spring breakup (1/2 load season) material shortages, outages and release of scheduled work. The standoff process is not intended to circumvent the Layoff procedure.
- (ii) If the Employer elects standoff, it reserves the right to standoff its employees including stewards without pay up to a maximum of fifteen (15) consecutive working days. No daily travel or room and board allowance will be paid to an employee for a standoff period. Senior stewards shall only be placed on standoff when all others in the work group are on standoff.
- (iii) If standoff continues beyond fifteen (15) consecutive working days, an employee, at his/her option, may elect to remain on standoff up to a maximum of 45 days or be removed from standoff at anytime during that 45 days.
- (iv) An employee who elects to remain on standoff shall be issued a Record of Employment Form indicating “standoff – lack of work” dating back to his/her first day on standoff.
- (v) If an employee elects layoff, it shall be carried out in accordance with the terms of Subsection 802, Item A and B. Where appropriate, an employee laid off will be issued a Record of Employment Form indicating “layoff – shortage of work” dating back to his/her first day on standoff.

- (vi) No employee shall be placed on standoff more than twice annually, in a calendar year (January 1st to December 31st), unless additional standoff(s) is agreed to by the employee.
- (vii) Notwithstanding the limitations to the duration of standoff in this Section, the Employer and the PWU Sector Vice President may agree to longer standoff duration to accommodate snow conditions that restrict the access to the work.

803

A. Transfer of Employees

- (i) The Employer reserves the right to transfer employees to meet its needs, having regard for the special requirements of the work. The Employer shall provide transportation or pay the cost of public transportation or pay mileage at \$.40 per kilometer whichever is deemed appropriate by the Employer, for the initial trip to the new work location from the employee's most recent work location. The Employer shall also pay travelling time at the appropriate straight-time rate up to a maximum of eight (8) hours per day.
- (ii) The Employer will make every reasonable effort to transfer employees as near as possible to their regular residence as the work permits.
- (iii) Employees who are receiving subsistence allowance shall be notified of all potential transfers or layoffs no later than Thursday of the previous week.

B. Transfer Line Work

- (i) When making decisions regarding the transfer of individual employees or crews for line work, the Employer shall adhere to the transfer process detailed in subsections C and D, subject to the following exclusions from application:
 - (a) Transfers within a Superintendent's jurisdiction.
 - (b) Individual employees and crews with specialized skills.
 - (c) Forepersons.
 - (d) Apprentice in conjunction with the mandate of the Joint Apprenticeship Council on transfers.

C. Individual Transfers

- (i) Prior to implementing any transfers of individual employees for line work, the Employer shall identify the work location requiring additional staff and the work location with staff available for transfer. The Employer shall first attempt to satisfy a requirement for additional staff by considering any outstanding requests for transfers which are on file and requesting volunteers from the work location with available staff.
- (ii) If there is an insufficient number of volunteers to meet requirements, the Employer shall request additional volunteers from the “Work Group” covering the above work location.
- (iii) Volunteers from the appropriate classification will be transferred to meet requirements.
- (iv) If after soliciting volunteers through steps (i) and (ii) there are still insufficient volunteers, then the most junior person in the appropriate classification within the “Work Group” will be transferred.

D. Crew Transfers

- (i) Crew transfers to another work group will be of a temporary nature and last no more than six (6) weeks in duration. Subject to the approval by the Union, crew transfers may be extended beyond six (6) weeks in duration.
- (ii) Prior to selecting the crew(s) to transfer for line work, the Employer will identify the location requiring the additional crew(s) and the work location having the available crew(s) for transfer.

E. Transfer for Other Than Line Work

- (i) When making decisions regarding the transfer of employees for other than line work the Employer shall adhere to the transfer process detailed in subsection (ii), subject to the following exclusions from application:
 - (a) Transfers within a Superintendent’s jurisdiction.
 - (b) Individual employees with specialized skills.
 - (c) Foreperson.

(d) Apprentices in conjunction with the mandate of the Joint Apprenticeship Council on transfers.

(ii) Transfers

(a) Prior to implementing any transfers for other than line work, the Employer shall identify the work location requiring additional staff and the Superintendent with staff available for transfer. The Employer shall first attempt to satisfy a requirement for additional staff by considering requests for transfers from volunteers.

(b) If there is an insufficient number of volunteers to meet requirements, the Employer will select the most junior person in the appropriate classification under the Superintendent to be transferred.

(c) Exception: When the Superintendent has responsibility for an unusually large geographic area, the work group may be split into sub-groups by mutual agreement of the parties and the Employer will transfer the most junior person from the appropriate classification within the “sub group”. It is agreed that the current geographic area of the Superintendent in the North falls under this exception rule.

F. The Employer reserves the right to transfer employees between all construction sectors to meet its needs.

804

A. The designated certified Health & Safety Representative and certified Health & Safety alternate, Joint Health & Safety Committee members, Health & Safety Representatives, and Union Safety Representative shall be excluded from the transfer provisions. These individuals will be transferred by joint agreement of the Superintendent and the Accredited Union Representative based on the overall health, safety and efficiency needs of both parties.

SECTION 9 HOURS OF WORK

900

A. The normal weekly hours of work for all employees of Employers covered by this Agreement shall be forty (40).

The weekly hours shall be:

- (i) worked in five (5) days of eight (8) hours each, Monday to Friday inclusive, or
- (ii) the weekly hours of work (Monday to Friday inclusive) for all employees may be arrived at by having the employees work four (4) consecutive ten-hour shifts or by having the employees work five (5) consecutive eight-hour shifts. Weekly hours will be established for a minimum period of thirty (30) days. Fifteen (15) days written notice shall be sent to the local Union prior to a change in weekly hours. The notice period may be reduced with unanimous agreement of the affected crew.

901 The normal daily hours, as provided for in Subsection 900, Item A, are to be worked between 7:00 am and 6:00 pm.

902 A. (i) For employees working normal hours on a five (5) day work week, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, for each half shift worked.

(ii) For employees working normal hours on a four (4) day work week, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, for each half shift worked.

B. 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.

C. For employees working overtime, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, after each two (2) hours of overtime worked.

D. A thirty (30) minute lunch break shall be provided at a time established by the Employer.

903 A. An employee who reports for work, unless directed not to report the previous day by the Employer, shall receive a minimum of two (2) hours pay plus the appropriate daily travel or board allowance at the applicable rate when he/she reports for work but is unable to commence or continue to work because of circumstances beyond his/her control. An employee will not receive this allowance if unable to complete the shift as a result of inclement weather.

B. Notwithstanding Subsection 903, Item A above, when an Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee, in such cases, employees will be compensated for the actual time worked plus applicable travel or board allowance.

904

A. An employee who reports for work at the beginning of a shift and is unable to commence work due to inclement weather will receive pay for one half of the scheduled shift at the applicable rate. To qualify, the employee must remain at a protected place or area as designated by the Employer for one half of the scheduled shift unless excused by an authorized representative of the Employer.

B. An employee who reports for and commences work but is unable to continue work due to inclement weather shall receive pay for one half of the scheduled shift at the applicable rate of pay for the actual time worked for that shift, whichever is greater.

C. An employee in receipt of inclement weather pay shall also receive travel or board allowance if applicable.

905

A. The holidays recognized under this Agreement are:

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

B. 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.

906

A. When working an eight (8) hour day on a five (5) day per week work schedule, overtime shall be paid at 1-1/2 times their straight time rate for all work performed during the first two (2) hours after normal quitting time.

When working a ten (10) hour day on a four (4) day per week work schedule, overtime shall be paid at 1-1/2 times the straight time rate for all work performed during the first two (2) hours after normal quitting time.

Employees who work in excess of twenty-four (24) hours continuously will continue to be paid premium rate for all additional hours worked until such time as the employee receives an eight (8) hour break from work.

All other hours worked outside the normal daily scheduled hours and overtime worked on Saturday, Sunday, Recognized Holidays and non-shift days shall be paid at two (2) times the straight time rate.

- B. When an employee has not been notified the previous day that he/she will be required to work for more than two (2) hours beyond the normal quitting time of his/her shift, and after approximately two (2) hours has been worked, he/she shall be provided with a lunch and allowed thirty (30) minutes to consume same at the base hourly rate of pay. After each additional four (4) hours is worked, the employee shall be allowed thirty (30) minutes to eat at the base hourly rate of pay and a lunch when work is required beyond that four (4) hour period.

Where an employee has been notified the previous day, no lunch will be provided, but the employee will be allowed thirty (30) minutes to eat at the base hourly rate of pay.

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 and Recognized Holidays.

907

- A. When an employee is called in to work outside of his/her normal hours of work, he/she shall receive a minimum of two (2) hours work at two (2) times the straight time rate plus travel allowance where applicable.
- B. If the employee's normal hours of work commence within this two (2) hour period, the employee will be paid two (2) times the straight time rate for the actual hours worked and revert to his/her normal rate at the commencement of his/her normal hours of work.

908

- A. (i) Shift work may be established on all work except tower erection and stringing operations provided that there are at least four (4) consecutive days of shifts to be

worked excluding Saturdays, Sundays and Recognized Holidays.

- (ii) Where shift work is established, the normal shift hours shall be the same as the day hours.
- (iii) The normal starting time for day shift hours shall be the same as the day work hours described in Subsection 901.
- (iv) The second shift hours shall commence with the conclusion of the day shift hours.

- B. (i) Employees required to work shift work on the second shift of a two-shift operation shall receive a shift differential of time and one-seventh for normal scheduled shift hours worked. 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 had not be reassigned, up to a maximum of four (4) days of shift differential.
- (ii) No employee shall be required to work more than one shift in any twenty-four (24) hour period unless the overtime rate is paid.
- (iii) The shift rate will be based on the day in which the shift begins.

909 A. It may be necessary from time to time to vary the hours of work established in Subsections 901 and 908. Any amendments to the hours of work will be established by mutual agreement between Hydro One Inc. and the Union.

910 A. Annual unpaid entitlement vacation shall be twenty (20) working days and in special circumstances, upon agreement of the Union and the Employer additional vacation may be granted providing work scheduling will permit. All vacation will be taken with the approval of the Employer and approval shall not be unreasonably denied.

SECTION 10 WAGES AND PAY PROCEDURE

1000 A. Wage rates for employees in the classifications listed in Subsection 200, Item B, of this Agreement shall be as set forth

in the current wage schedules. Hydro One Inc. will provide the Union with current wage schedules.

- B. Wage rates for all classifications listed in Sub-section 200, Item B of this Agreement, excluding acting general forepersons, senior forepersons, forepersons and sub-forepersons (see section 600 F & G), will be drawn up in accordance with the following Table of Relationships. This table indicates the relationship to be maintained between the basic classifications within the bargaining unit. Changes in basic classification wage rates shall be accompanied by changes in the subsidiary classification wage rates in accordance with the percentages shown in the table. Base Rate is calculated by subtracting Vacation and Statutory Holiday pay, the Pension remittance and the Welfare remittance from the Total Wage Package for non-Civil Certified Trades. The Total Wage Package for non-Civil Certified Trades shall be \$50.47.

Table of Relationships

<u>Classification</u>	<u>Percent of *Base Rate</u>
Certified Trade 5 year Apprenticeship (other than Civil Trades)	
– Journeyperson	*100
– Apprentice	
5th period	80
4th period	70
3rd period	60
2nd period	50
1st period	40
Certified Trade 4 year Apprenticeship (other than Civil Trades)	
– Journeyperson	*100
– Apprentice	
4th period	80
3rd period	70
2nd period	60
1st period	50

<u>Classification</u>	<u>Percent of *Base Rate</u>
Certified Civil Trade e.g. Carpenters, Painters, Insulators, Asbestos Workers, Plasterers, Cement Masons and Operators which have an Apprenticeship Program will be paid at ninety-five (95) percent of base rate for Journey person Lineperson. Apprenticeship rates are based on this rate.	
Welder	100
Electrical Forester/Stockkeeper	85
– Apprentice (Apprentice rates are based on Electrical Forester rate.)	
4th period	80
3rd period	70
2nd period	60
1st period	50
Electrical Forester (Skidder Operator)	70
Electrical Forester (Labourer)	55
General Helper	55
Civil Trades (No Apprenticeship)	85
Meter Reader	68

1001

A. Normal

- (i) 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.
- (ii) Wages shall be paid by the Employer at the work location, before quitting time, in cash or by cheque, payable at par in the locality of the work location. Accompanying each payment of wages shall be a statement, in writing, which can be retained by the employee, setting forth:
 - (a) the period of time or the work for which the wages are being paid;
 - (b) the rate of wages to which the employee is entitled;

- (c) the amount of wages to which the employee is entitled;
 - (d) the amount of each deduction from the wages of the employee and the purpose for which each deduction is made;
 - (e) any allowance or other payment to which the employee is entitled;
 - (f) the amount of vacation pay for which the employee is being credited;
 - (g) the amount of recognized holiday pay for which the employee is being credited; and
 - (h) the net amount of money being paid to the employee.
- (iii) In cases where inclement weather is declared on pay day, employees will receive their pay before leaving the work location provided it is available at the work location.

B. On Termination

- (i) An employee who voluntarily terminates their employment will be provided final pay direct deposited on the next regular pay day for the period worked.
- (ii) At work locations where the Employer does not have an on-site pay office, an employee will have final pay direct deposited and his/her Record of Employment information sent electronically to Service Canada eight (8) working days from termination. This does not preclude an employee being paid his/her final pay at the work location prior to the expiration of the eight-day period.
- (iii) An employee who is discharged shall be provided with his/her final pay immediately if the Employer's pay facilities are at the work locations or as per Item B (ii) above, if the Employer's pay facilities are not at the work location.
- (iv) Failure of the Employer to comply with the requirements in Clause 1001 B (I), (ii) and (iii) will entitle the employee to two (2) hours at the straight time rate for each normal work day of non-compliance.

SECTION 11 UNION AND BENEFIT FUNDS

- 1100
- A. The Employer agrees to deduct from the total wage package above and pay into an operative welfare plan for all hours earned. Such welfare payments will be set forth in the wage schedules provided by Hydro One Inc.
 - B. The Employer agrees to deduct from the total wage package and pay into an operative retirement plan an amount of money per hour to be determined by the Union for all hours earned. Such pension payments will be set forth in the wage schedules provided by Hydro One Inc.
- 1101
- A. The vacation and recognized holiday pay rate shall be ten (10) percent of vacationable gross earnings. The vacation pay rate shall be four (4) percent and the recognized holiday pay rate shall be six (6) percent.
 - B. Payment of vacation and recognized holiday pay shall be made weekly.
- 1102
- A. The Employer agrees to deduct Union Funds from wages and to remit the amounts deducted to the Union. The amounts to be deducted and remitted will be as set out in the wage schedules attached hereto.
 - B. A checkoff system of Union initiation fees and dues will be made operative for the lifetime of this Agreement. The Employer will supply full check-off lists of employees subject to checkoff at regular intervals and agrees to collect monthly for the Union dues payable to the Union. The Employer will transmit the monies so collected to the designated officials of the Union. The Union will indemnify the Employer for any liability arising from the deduction of initiation fees and dues as requested by the Union.
 - C. The Employer shall put into effect any changes to Union funds or dues upon notification by the Union.
 - D. The Employer will arrange for each worker falling under the jurisdiction of the Union to sign a Union dues checkoff authorization as a condition of employment at the time he/she is employed.

SECTION 12 TRAVEL AND ROOM AND BOARD ALLOWANCE

1200

Daily Travel Allowance

- A. The daily travel allowance will be paid by the Employer to its employees who are not living in camp or receiving a subsistence allowance as referred to in Subsection 1201, on the following basis:
- (i) If an employee lives within 40 radius kilometers of the work location or declared assembly point * no travel allowance will be paid.
 - (ii) If an employee lives within 40-56 radius kilometers of the work location or declared assembly point they shall receive ***\$25.60 (effective April 1, 2016, \$25.98; April 1, 2017, \$26.37)*** per day travel allowance for each day worked or reported for.
 - (iii) If an employee lives within 56 to 80 radius kilometers of the work location or declared assembly point they shall receive ***\$30.60 (effective April 1, 2016, \$31.06; April 1, 2017, \$31.53)*** per day travel allowance for each day worked or reported for.
 - (iv) If an employee lives within 80-97 radius kilometers of the work location or declared assembly point they shall receive ***\$35.60 (effective April 1, 2016, \$36.13; April 1, 2017, \$36.67)*** per day travel allowance for each day worked or reported for.
 - (v) If an employee lives greater than 97 radius kilometers from the work location or declared assembly point, and does not qualify for subsistence allowance under Subsection 1201 below, they shall receive ***\$40.27 (effective April 1, 2016, \$40.87; April 1, 2017, \$41.48)*** per day travel allowance for each day worked or reported for provided the employee continues to travel greater than 97 radius kilometers daily.
- * For the purpose of this Section, “declared assembly point” is a material yard, field office or other location that may from time to time be designated by the Employer as a location for assembling prior to leaving for the work location.

- (vi) 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 distance of these straight lines shall be applied to the ring concept to establish the employee's travel allowance entitlement, board allowance entitlement and initial and return allowance entitlement.
- (vii) A natural barrier is defined as any obstruction or impediment which creates an unreasonable relationship between radius kilometres and actual kilometres travelled.

A joint team, made up of one Union representative and one Management representative will review situations where employees feel the relationship between radius kilometres and actual kilometres travelled is unreasonable and decide the issue without prejudice or precedent.

- B. 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.

1201

Room and Board Allowance (Subsistence)

- A. The following conditions will apply for employees whose regular residence* is more than 97 radius kilometres from the work location or declared assembly point:

- (i) An Employer may supply either:
 - (a) free room and board in camp or a good standard of board and lodging; or
 - (b) a subsistence allowance; or

* For the purpose of this Section "regular residence":

- 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/she 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 obtains temporary accommodation for that work location.
 3. For metropolitan areas (Toronto and Hamilton) the calculation of distance shall be 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/her self-contained domestic establishment will apply.
- (ii) An employee may exercise his/her option not to stay in a camp or accept free room and board. An employee who exercises this option shall receive a subsistence allowance as follows:
- (a) When an employee's regular residence is more than 97 radius kilometres from the work location, or declared assembly point which is north of the French River and the employee maintains temporary accommodations at or near the work location or declared assembly point the employee shall be paid a subsistence allowance of ***\$104.28 (effective April 1, 2016, \$105.85; April 1, 2017, \$107.43)*** per day for each day worked or reported for.

South of the French River an employee will be paid ***\$97.32 (effective April 1, 2016, \$98.78; April 1, 2017, \$100.26)*** per day for each day worked or reported for.
 - (b) When an employee's residence is more than 450 kilometres from the work location and the employee is working a four (4) day by ten (10) hour per day shift, the employee will be paid one (1) additional day's subsistence allowance.

- B. An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Subsection 1200 and Subsection 1201, Item A above, when such employee reports for work but does not remain at work for his/her scheduled daily hours unless excused by an authorized representative of his/her Employer. Such permission shall not be unreasonably denied.
- C. Upon application, payment of Room and Board/Travel Allowance will be issued for the first two pay periods. Failure to provide satisfactory proof of eligibility during this period, will result in cessation of payments and the recovery in two equal amounts. In the event of termination for any reason before full recovery, any balance owing will be deducted from the final pay.

1202

Travel Time

- A. The Employer will supply transportation between the assembly points and work locations.
- B. All travel time will be outside of normal working hours.
- C. On normal working days an employee will be paid his/her straight-time rate for all time spent travelling from his/her assembly point to his/her work location.
- D. On Saturdays, Sundays and Recognized Holidays identified in Subsection 905 A, B and C, an employee will be paid his/her premium rate for all time spent travelling from his/her assembly point to his/her work location.
- E. An employee will travel up to a maximum of one (1) hour on his/her own time when returning from the work location to the assembly point.
 - (i) On normal working days an employee will be paid straight-time rate for all time spent travelling in excess of one (1) hour.
 - (ii) On Saturdays, Sundays and Recognized Holidays identified in Subsection 905 A, B and C an employee will be paid premium rate for all time spent travelling in excess of one (1) hour.

1203

Initial and Return Travel and Transportation

- A. On recruitment of workers who live beyond 161 radius kilometres from the work location, the Employer shall pay \$.40 per radius kilometre, plus travel time based on one hour's pay for each 80 kilometres, or part thereof, of travel to a maximum of 8 hours pay for the initial trip to the work location from where the worker lives. On recruitment of workers who live outside Ontario, the distance calculation for this allowance shall be from where the worker lives or the Union Referral Hall, whichever is closer.
- B. To qualify for payment in Item A, the employee must be engaged in work for a minimum of fifteen (15) working days or the duration of the job, whichever is less.
- C. On termination of employment due to a reduction of staff, an employee qualified for payment as a result of Item B above, shall be entitled to return travel expenses calculated in the same manner as in Items A above for the return trip from the current work location to where the worker lives. An employee whose employment terminates for any reason other than reduction of staff shall not be eligible for return payment.
- D. At the end of each three (3) months of continuous employment at a work site where the employee resides in a camp or a camp situation, he/she shall receive eight (8) hours pay at his/her appropriate straight time rate to assist in defraying costs of returning home.

1204

Use of Personal Vehicle

- A. An employee who is requested or receives approval from an authorized representative of his/her Employer to use his/her personal vehicle for the convenience of his/her Employer shall be reimbursed at \$.40 per kilometre travelled for such use of his/her vehicle.

SECTION 13 TOOLS AND CLOTHING

1300

- A. Employees shall be required to provide themselves with the ordinary hand tools of the trade as specified in the attached tool listing*. The Employer will provide insofar as is practical, separate facilities for storing the tools, but shall not be held responsible for losses, except as noted hereunder.

- (i) When personal tools valued in excess of \$15.00 are lost due to fire, the Employer will consider replacement or payment value to a maximum of \$500.00 based on the merit of tools that a tradesperson is required to have to perform their normal duties with the Employer.
- (ii) The Employer agrees to compensate employees for tools lost by theft, as supported by claims submitted in writing with substantiating evidence to establish theft resulting from forcible entry to locked storage provided by the Employer to a maximum of \$500.00.
- (iii) In the event of a loss by fire at a work location, 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.
- (iv) In the event of a loss by fire at an Employer operated camp, replacement or payment of the full estimated value in excess of \$15.00 but not exceeding \$750.00 for the loss of personal clothing will be made.

B. Employees who have obtained tools from the Employer's tool crib shall be allowed sufficient time, in the opinion of Management, to return such tools to the tool crib during working hours. Employees receiving tools from such tool crib shall be held responsible for the return of such tools in good condition, subject to normal wear and tear. On layoff or standoff, employees will be allowed reasonable time to return tools.

C. Gang tools which are issued to a foreperson are used by one or more members of the crew. Such tools are not identified on trade tools lists, nor are then the tools and equipment identified in A. and B. of this section. Such tools shall be the responsibility of the Employer.

D. Employees eligible for payment under A. above shall be reimbursed within ten (10) working days after the date of submitting a claim.

1301

A. Employees are required to wear protective clothing and use protective equipment appropriate for the work being done. The Employer shall supply employees working in close proximity to obvious fire hazards (i.e., open flames) with flame resistant coveralls. Refer to Mid-Term Agreement MT-61 for terms

and conditions for the provision of Flame and Arc Resistant Clothing.

- B. The Employer will supply protective clothing including gloves, high visibility clothing, rainwear and coveralls where appropriate at no cost to the employee. Protective clothing that is provided by the Employer will be charged out to an employee and the employee shall be responsible for the return of such protective clothing and equipment upon completion of the work involved.
- C. Employees shall supply themselves with, and wear at all times on the job, an approved safety helmet and safety footwear.

When an Employer wishes an employee to wear a specifically identified safety helmet, the Employer shall provide it on loan, complete with a new liner.

SECTION 14 GRIEVANCES AND ARBITRATIONS

1400

- (a) Hydro One Inc. shall appoint employees beyond the jurisdiction of the Union to act as contact supervisor. Each contact supervisor shall be responsible for giving or securing a decision on any grievance submitted to him/her by a Union representative on behalf of any employee or group of employees under his/her supervisor. Grievances will be referred to the contact supervisor within 30 days of the discovery of the event giving rise to the grievance. If a satisfactory decision is not made by the contact supervisor within 48 hours, the Union representative may, within 30 days, refer the grievance to arbitration.

Employees shall be entitled to Union representation at any disciplinary meeting.

- (b) The referral to arbitration shall be made to one of the following single arbitrators on a rotating basis:
 - (i) Jules Bloch
 - (ii) Rob Herman
 - (iii) Louisa Davie
- (c) The arbitrator shall set a hearing date to take place within ten (10) working days of the date of the referral and shall render a decision on the case within 30 days of the completion of the hearing of the matter. The parties agree that they will facilitate

to the greatest extent possible the expeditious completion of the hearing process.

- (d) The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall not have jurisdiction to alter or overrule this agreement or to make any decision inconsistent with this agreement.
- (e) The arbitrator shall have all the power and authority of an arbitrator under Section 48 of the Labour Relations Act, 1995.
- (f) Maintenance of normal earnings shall be provided by Hydro One Inc. for all Union representatives, attending at the grievance process, including the arbitration hearing. Arbitrator costs will be shared.

SECTION 15 COMMITTEES

1500

Joint Committee

- A. To advance harmonious relations between Hydro One Inc. and the Union, Hydro One Inc. and the Union shall appoint a Joint Committee comprised of two (2) PWU and two (2) Management as appointed by the parties.

The Committee shall meet at least annually to review the work program and matters associated with the administration of this Appendix with the intent of achieving uniformity of application of this Appendix wherever employees are working. The Committee may also consider matters related to safety.

1501

Joint Apprenticeship Committees (subject to the attached letter “Principles Related to Apprenticeship Program”, related Committee Agreements, and Certificate of Qualification requirements.)

- A. A Joint Apprenticeship Council (JAC) shall be established and shall meet on a regular basis. This Council shall consist of an equal number of members of the Union and representatives of the Employer. Where applicable, a representative of the Apprenticeship Branch of the Ontario Government may also be appointed as an advisor to the regular Council members.
- B. The JAC shall be responsible for the establishment and maintenance of the apprenticeship training programs, as well as adopting operating rules and conditions with respect thereto which are complementary to and in keeping with the intent of

the Apprenticeship and Trades Qualification Act RSO 1970 as amended.

- C. Apprentices shall be hired by the Employer, as and when required, from a pool of qualified apprentices established by the JAC in accordance with the procedures established under the JAC Terms of Reference.
- D. All apprentices shall be governed by the Ontario Apprenticeship and Trades Qualification Act and Regulations but the ratio of apprentices to Journeypersons may be set from time to time by the Joint Committee.
- E. In order to expedite the Apprentice's entrance into Journeyperson status, the following policy shall apply:
 - (i) The Apprentice must apply to the Apprenticeship Branch to write his/her examination as soon as possible after he/she has reached his/her total hours, less 300.
 - (ii) The Apprentice will give the JAC two weeks notice that he/she is going to write his/her examination.
 - (iii) After writing the examination, the Apprentice will check his/her hours in his/her Progress Record Book, with the JAC.
 - (iv) The Employer will commence paying the Journeyperson's rate of pay the day after the Apprentice completes his/her hours and providing the following conditions have been met:
 - (a) The Employer is satisfied that the Apprentice has completed his/her hours. If there is a question concerning the completion of hours, confirmation will be supplied by the JAC and/or the Union; and,
 - (b) The Employer is shown written proof of Certification from the Apprenticeship Branch, or has verbal confirmation from the JAC and/or the Union; and,
 - (c) The Apprentice has passed his/ her examination for his/her Certification of Qualification (C of Q).
- F. In the event that an Apprentice fails his/her examination for his/her C of Q, he/she will be paid the journeyperson rate of pay from the day he/she passes any future examinations.

- G. Where the JAC is unable to reach an agreement on any matter concerning apprenticeship, the issue shall be referred to the Joint Committee for their decision.

SECTION 16 LUNCHROOM AND WASHROOM FACILITIES

1600 Lunchroom Facilities

- A. The Employer will provide clean and adequately heated facilities for employees where such facilities may reasonably be provided. Lunchroom facilities are to include adequate space with tables and benches and are to be separated from storage areas. Washroom facilities are to include flush toilets and hot and cold running water where reasonable and practicable.

SECTION 17 PREGNANCY/PARENTAL/ADOPTION LEAVES

- 1700 A. Provisions of the Employment Standards Act will apply to a pregnant employee. In addition, an employee's seniority will accumulate while on leave provided this does not affect the normal date of layoff.

SECTION 18 SELECTION TO VACANCIES

PWU represented members who have performed work for Hydro One Inc. pursuant to this Appendix will be entitled to apply to regular positions within Hydro One Inc. for which they are qualified and will be selected on the basis of seniority.

Seniority for the purposes of applying to regular positions will be calculated on the basis of accumulated service with the Hydro One Inc. gained through this Appendix.

Employees in receipt of a Hydro One Inc. pension are not eligible for selection to Vacancies.

Dated at Toronto this _____ day of _____ 1998.

FOR: Hydro One Inc.

FOR: POWER WORKERS' UNION

Principles Related to Apprenticeship Program

The parties agree to establish an apprenticeship program recognizing that the apprenticeship program should be structured to best support the Hydro One Inc. requirements, the Apprentice and the requirements of the Trades Qualification Act.

The parties agree that the following principles should be accepted when developing the apprenticeship program:

- PWU Apprentices will be acquired through the provisions of the Appendix to the Hydro One Agreement.
- The Apprenticeship Program will be managed by the Joint Councils outlined in the Appendix to the Hydro One Agreement.
- Apprentices will be assigned to regular work crews and to casual work crews for the purposes of their training program.
- When Apprentices are doing work on an assigned basis with regular work crews, these crews will not be considered as composite crews. In this circumstance the non-monetary provisions of the Main Agreement apply as well as the meal provisions contained in Part B, Item 18.2 and Mid-Term Agreement MT-61, ***as well as the rest period provisions outlined in Part B Item 22.4.4.***
- The administration of the Apprentice Program will be funded by the Employer and operated from the Union Office.

The parties further agree that a committee would be established comprised of two (2) representatives from Hydro One Inc. and two (2) representatives from the Union to meet and develop the procedures to be followed on the Apprenticeship Program.

Appendix A – TOOL LIST

All journeypersons electricians are required to have the following tools:

- 1 Centre punch
- 1 1/2" Cold Chisel
- 1 Half-round File
- 1 Ball Peen Hammer
- 1 Adjustable Hacksaw Frame
- 1 Knife
- 1 Medium Level
- 5 Pairs of Pliers – 8" Sidecutters, Diagonal, Longnose and 2 pairs of Channellock
- 6 Screwdrivers, Robertson and Standard Types
- 1 6" Square or Combination Square
- 1 6' Folding Wood Rule
- 1 Small Tap Wrench
- 1 Tool Box
- 1 Tool Pouch and belt for hand tools

Lineperson Tool List

- 1 Tool Box and lock
- 1 Ball Peen Hammer
- 1 Jackknife or Stripping Knife
- 1 9" Pliers
- 1 6' Folding Wood Rule
- 1 Screwdriver, flat blade, 8"
- 1 8" Adjustable Crescent Wrench
- 1 10" or 12" Adjustable Crescent Wrench

Electrical Forester

- 1 Saw, hand, pruning
- 1 Set of appropriate hand saw sharpening equipment
- 1 Jack Knife
- 1 Hand Pruners

All Journeyperson Mechanical Tradespersons are required to have the following tools:

- 1 punches, centre set
- 1 punch, pin, set
- 4 punch, taper set
- 4 rule, steel, 6"
- 3 screwdrivers, flat blade, 4" 8" and 12".
- 1 screwdriver, flat blade, stubby
- 1 screwdriver, flat blade, offset
- 1 screwdriver, robertson, set of detachable head
- 1 screwdriver, phillips, set of detachable head

- 1 scribe, steel
- 1 square, combination, with level, protractor and centre head 12"
- 1 tape rule, steel, 6' or longer.
- 1 wrench, tap – to handle up to 1/4" taps
- 3 wrenches, adjustable, crescent type, 4" 8" and 12"
- 1 wrench, vise grip

March 26, 1998

D.F. MacKinnon
Sector Vice President
Power Workers' Union
244 Eglinton Avenue East
Toronto, Ontario
M4P 1K2

Dear Mr. MacKinnon:

1988 Negotiations – Transmission Agreement

This will confirm the discussion at negotiations regarding the natural barrier concept.

It is agreed that an obstruction or impediment will include those areas where roads have not been constructed and which causes an unreasonable relationship between radius Kilometres and actual kilometres travelled.

Yours truly,

March 26, 1998

D.F. MacKinnon
Sector Vice President
Power Workers' Union
244 Eglinton Avenue East
Toronto, Ontario
M4P 1K2

Dear Mr. MacKinnon:

1988 Negotiations – Transmission Agreement

This will confirm the discussion at negotiations regarding parking allowance in Toronto.

Employees working in the downtown core of Toronto will be paid \$3.00 per day worked as a parking allowance when an Employer does not provide parking space.

The downtown core is defined as the area bounded by the east side of Dufferin Street in the west, the west side of Sherbourne Street and Mount Pleasant Road in the east, the south side of Eglinton Avenue in the north and by Lake Ontario in the south.

Yours truly,

Add to the Hydro One Inc. Collective Agreement

Assignment of Work & Dispute Resolution Process – Appendix A Construction & Supply Maintenance

1. No regular Hydro One Inc. employee will be laid off as a direct result of work being performed pursuant to Appendix A of the Collective Agreement.
2. Hydro One Inc. shall share all related information for making an assignment as far in advance of the work as possible.
3. Hydro One Inc. representatives and the PWU Sector Vice-President will agree upon the proposed assignment prior to the assignment being made by the Employer.
4. Failing to agree on the assignment of work will result in an expedited resolution process.
5. Should the parties fail to agree on the assignment of work to employees hired pursuant to Appendix A, the issue will be referred to Mr. Martin Teplitsky, or his deputy who will act as the sole arbitrator for resolution of the dispute.
6. The arbitrator will hear the dispute within three (3) days of the dispute being referred to Arbitration. The Arbitration may be conducted by conference call.
7. Briefs shall be prepared by each party which will include a statement of facts, a brief argument and any other information and/or documents relevant to the issue. Briefs will be exchanged between the parties and provided to the arbitrator at least 24 hours before the arbitration hearing begins. Witnesses may be called with leave of the arbitrator.
8. The decision of the arbitrator shall be final and binding on the parties.

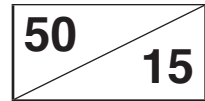
**HYDRO ONE
PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX WAGE
SCHEDULES
CERTIFIED TRADES (OTHER THAN CIVIL TRADES)
SALARY SCHEDULE 50**



PAGE 1 OF 4

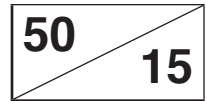
GRADE	STEP	CLASSIFICATIONS	OCCUPATION CODES	BASE HOURLY RATE	VACATION & STAT HOLIDAY	PENSION	WELFARE	TOTAL WAGE PCKGE
01	09	LINES SENIOR FOREPERSON	411164	53.14	5.31	3.00	3.00	64.45
02	09	MECHANICAL SENIOR FOREPERSON	435362	53.14	5.31	3.00	3.00	64.45
03	09	ELECTRICAL SENIOR FOREPERSON	411061	53.14	5.31	3.00	3.00	64.45
01	08	LINES FOREPERSON	411165	51.76	5.18	3.00	3.00	62.94
02	08	MECHANICAL FOREPERSON	435363	51.76	5.18	3.00	3.00	62.94
03	08	ELECTRICAL FOREPERSON	411062	51.76	5.18	3.00	3.00	62.94
01	07	LINES SUBFOREPERSON	411153	48.98	4.90	3.00	3.00	59.88
02	07	MECHANICAL SUBFOREPERSON	435352	48.98	4.90	3.00	3.00	59.88
03	07	ELECTRICAL SUBFOREPERSON	411051	48.98	4.90	3.00	3.00	59.88
01	06	LINES JOURNEYPERSON	411134	46.21	4.62	3.00	3.00	56.83
02	06	MECHANICAL JOURNEYPERSON	435332	46.21	4.62	3.00	3.00	56.83
03	06	ELECTRICAL JOURNEYPERSON	411031	46.21	4.62	3.00	3.00	56.83
05	06	CABLE SPLICER JOURNEYPERSON	001377	46.21	4.62	3.00	3.00	56.83
		ELECTRICAL APPRENTICE (5 YEAR PROGRAM)	411113					
		MECHANICAL TRADE APPRENTICE (5 YEAR PROGRAM)	435312					
		CABLE SPLICER APPRENTICE (5 YEAR PROGRAM)	001727					
01	00	1ST PERIOD	001727, 435312, 411067	18.48	1.85	3.00	3.00	26.33
01	01	2ND PERIOD	001727, 435312, 411067	23.11	2.31	3.00	3.00	31.42
01	02	3RD PERIOD	001727, 435312, 411067	27.73	2.77	3.00	3.00	36.50
01	03	4TH PERIOD	001727, 435312, 411067	32.35	3.24	3.00	3.00	41.59
01	04	5TH PERIOD	001727, 435312, 411067	36.97	3.70	3.00	3.00	46.67
		LINES APPRENTICE (4 YEAR PROGRAM)	410312					
02	00	1ST PERIOD	410312	23.11	2.31	3.00	3.00	31.42
02	01	2ND PERIOD	410312	27.73	2.77	3.00	3.00	36.50
02	02	3RD PERIOD	410312	32.35	3.24	3.00	3.00	41.59
02	03	4TH PERIOD	410312	36.97	3.70	3.00	3.00	46.67

**HYDRO ONE
PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX WAGE
SCHEDULES
CERTIFIED TRADES (OTHER THAN CIVIL TRADES)
SALARY SCHEDULE 50**



GRADE	STEP	CLASSIFICATIONS	OCCUPATION CODES	BASE HOURLY RATE	VACATION & STAT HOLIDAY	PENSION	WELFARE	TOTAL WAGE PCKGE	
		MECHANICAL TRADES APPRENTICE (4 YEAR PROGRAM)	435313						
02	10	1ST PERIOD	435313	27.73	2.77	3.00	3.00	36.50	
02	11	2ND PERIOD	435313	32.35	3.24	3.00	3.00	41.59	
02	12	3RD PERIOD	435313	36.97	3.70	3.00	3.00	46.67	
02	13	4TH PERIOD	435313	41.59	4.16	3.00	3.00	51.75	
06	06	AREA DISTRIBUTION ENGINEERING TECHNICIAN*	003228	46.21	4.62	3.00	3.00	56.83	NEW
07	06	METER TECHNICIAN*	003229	46.21	4.62	3.00	3.00	56.83	NEW
08	06	FORESTRY TECHNICIAN*	003230	46.21	4.62	3.00	3.00	56.83	NEW
11	09	CIVIL SENIOR FOREPERSON	435764	50.49	5.05	3.00	3.00	61.54	
11	08	CIVIL FOREPERSON	435763	49.17	4.92	3.00	3.00	60.09	
11	07	CIVIL SUBFOREPERSON	435753	46.53	4.65	3.00	3.00	57.18	
11	06	CIVIL JOURNEYPerson	435733	43.90	4.39	3.00	3.00	54.29	
		CIVIL APPRENTICE (5 YEAR PROGRAM)	435713						
11	00	1ST PERIOD	435713	17.56	1.76	3.00	3.00	25.32	
11	01	2ND PERIOD	435713	21.95	2.20	3.00	3.00	30.15	
11	02	3RD PERIOD	435713	26.34	2.63	3.00	3.00	34.97	
11	03	4TH PERIOD	435713	30.73	3.07	3.00	3.00	39.80	
11	04	5TH PERIOD	435713	35.12	3.51	3.00	3.00	44.63	
		CIVIL APPRENTICE (4 YEAR PROGRAM)	435714						
12	00	1ST PERIOD	435714	21.95	2.20	3.00	3.00	30.15	
12	01	2ND PERIOD	435714	26.34	2.63	3.00	3.00	34.97	
12	02	3RD PERIOD	435714	30.73	3.07	3.00	3.00	39.80	
12	03	4TH PERIOD	435714	35.12	3.51	3.00	3.00	44.63	
21	09	ELECTRICAL FORESTER SENIOR FOREPERSON	415363	45.17	4.52	3.00	3.00	55.69	
21	08	ELECTRICAL FORESTER FOREPERSON	415364	43.99	4.40	3.00	3.00	54.39	
21	07	ELECTRICAL FORESTER SUBFOREPERSON	415351	41.64	4.16	3.00	3.00	51.80	
21	06	ELECTRICAL FORESTER JOURNEYPerson	415331	39.28	3.93	3.00	3.00	49.21	
21	05	STOCKKEEPER	427502	39.28	3.93	3.00	3.00	49.21	

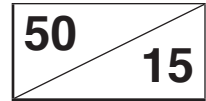
**HYDRO ONE
PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX WAGE
SCHEDULES
CERTIFIED TRADES (OTHER THAN CIVIL TRADES)
SALARY SCHEDULE 50**



PAGE 3 OF 4

GRADE	STEP	CLASSIFICATIONS	OCCUPATION CODES	BASE HOURLY RATE	VACATION & STAT HOLIDAY	PENSION	WELFARE	TOTAL WAGE PCKGE
21	10	UNCERTIFIED CIVIL TRADESPERSON - LINES	002702	39.28	3.93	3.00	3.00	49.21
21	11	UNCERTIFIED CIVIL TRADESPERSON - STATIONS SERVICES	002703	39.28	3.93	3.00	3.00	49.21
		ELECTRICAL FORESTER APPRENTICE (4 YEAR PROGRAM)	415311					
21	00	1ST PERIOD	415311	19.64	1.96	3.00	3.00	27.60
21	01	2ND PERIOD	415311	23.57	2.36	3.00	3.00	31.93
21	02	3RD PERIOD	415311	27.50	2.75	3.00	3.00	36.25
21	03	4TH PERIOD	415311	31.42	3.14	3.00	3.00	40.56
22	09	ELECTRICAL FORESTER (SKID OPERATOR) SR FOREPERSON	415323	37.20	3.72	3.00	3.00	46.92
22	08	ELECTRICAL FORESTER (SKID OPERATOR) FOREPERSON	415324	36.23	3.62	3.00	3.00	45.85
22	07	ELECTRICAL FORESTER (SKID OPERATOR) SUBFOREPERSON	415325	34.29	3.43	3.00	3.00	43.72
22	06	ELECTRICAL FORESTER (SKID OPERATOR) JOURNEYPERSON	415313	32.35	3.24	3.00	3.00	41.59
23	09	ELECTRICAL FORESTER (LABOURER) SENIOR FOREPERSON	415319	29.23	2.92	3.00	3.00	38.15
23	08	ELECTRICAL FORESTER (LABOURER) FOREPERSON	415318 (1)	28.47	2.85	3.00	3.00	37.32
23	07	ELECTRICAL FORESTER (LABOURER) SUBFOREPERSON	415317 (1)	26.95	2.70	3.00	3.00	35.65
23	06	ELECTRICAL FORESTER (LABOURER) JOURNEYPERSON	415316 (1)	25.42	2.54	3.00	3.00	33.96
24	01	METER READER	461105	31.42	3.14	3.00	3.00	40.56
25	00	GENERAL HELPER	461106	25.42	2.54	3.00	3.00	33.96
26	00	METER READER 'B'	461107	26.57	2.66	3.00	3.00	35.23
22	00	METER READER/DATA COLLECTOR	000677 (2)	35.99	3.60	3.00	3.00	45.59
27	01	Operator 1	461108	43.01	4.30	3.00	3.00	53.31
27	02	Operator 2	461109	49.33	4.93	3.00	3.00	60.26
27	03	Operator 3	461102	50.99	5.10	3.00	3.00	62.09
30	01	P&C Technologist	001402	49.66	4.97	3.00	3.00	60.63
31	01	CLERICAL I*	003226	31.86	3.19	3.00	3.00	41.05
31	02	CLERICAL II*	003227	35.92	3.59	3.00	3.00	45.51
32	01	AMI OPERATOR*	003276	35.92	3.59	3.00	3.00	45.51

**HYDRO ONE
PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX WAGE
SCHEDULES
CERTIFIED TRADES (OTHER THAN CIVIL TRADES)
SALARY SCHEDULE 50**



PAGE 4 OF 4

Note: The normal weekly hours of work for all employees of Employers is forty (40).

* Added to the wage schedules for the term of the collective agreement.

OVERTIME RATES:

Monday-Friday Scheduled Work Days - 1 1/2 times for up to and including 2 hours beyond the normal daily scheduled number of hours. This applies for both 4 day x 10 hours per day schedule and 5 day by 8 hour per day schedule.
Saturday, Sunday & Holidays: 2 times for all hours worked.
Non-Scheduled Work Days: 2 times for all hours worked.

- (1) Licensed spray applicators will be paid \$1.25 per hour in addition to their normal rate of pay.
- (2) When required to perform the work of "cable locates" the Meter Reader/Data Collector classification will receive an additional \$1.01 per hour on top of their

**Hydro One Labour Relations
Effective: April 1-2015**

**HYDRO ONE
PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX WAGE
SCHEDULES
CERTIFIED TRADES (OTHER THAN CIVIL TRADES)
SALARY SCHEDULE 50**

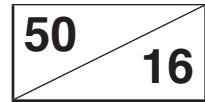
50
16

PAGE 1 OF 4

GRADE	STEP	CLASSIFICATIONS	OCCUPATION CODES	BASE HOURLY RATE	VACATION & STAT HOLIDAY	PENSION	WELFARE	TOTAL WAGE PCKGE
01	09	LINES SENIOR FOREPERSON	411164	53.74	5.37	3.00	3.00	65.11
02	09	MECHANICAL SENIOR FOREPERSON	435362	53.74	5.37	3.00	3.00	65.11
03	09	ELECTRICAL SENIOR FOREPERSON	411061	53.74	5.37	3.00	3.00	65.11
01	08	LINES FOREPERSON	411165	52.34	5.23	3.00	3.00	63.57
02	08	MECHANICAL FOREPERSON	435363	52.34	5.23	3.00	3.00	63.57
03	08	ELECTRICAL FOREPERSON	411062	52.34	5.23	3.00	3.00	63.57
01	07	LINES SUBFOREPERSON	411153	49.53	4.95	3.00	3.00	60.48
02	07	MECHANICAL SUBFOREPERSON	435352	49.53	4.95	3.00	3.00	60.48
03	07	ELECTRICAL SUBFOREPERSON	411051	49.53	4.95	3.00	3.00	60.48
01	06	LINES JOURNEYPerson	411134	46.73	4.67	3.00	3.00	57.40
02	06	MECHANICAL JOURNEYPerson	435332	46.73	4.67	3.00	3.00	57.40
03	06	ELECTRICAL JOURNEYPerson	411031	46.73	4.67	3.00	3.00	57.40
05	06	CABLE SPLICER JOURNEYPerson	001377	46.73	4.67	3.00	3.00	57.40
		ELECTRICAL APPRENTICE (5 YEAR PROGRAM)	411113					
		MECHANICAL TRADE APPRENTICE (5 YEAR PROGRAM)	435312					
		CABLE SPLICER APPRENTICE (5 YEAR PROGRAM)	001727					
01	00	1ST PERIOD	001727, 435312, 411067	18.69	1.87	3.00	3.00	26.56
01	01	2ND PERIOD	001727, 435312, 411067	23.37	2.34	3.00	3.00	31.71
01	02	3RD PERIOD	001727, 435312, 411067	28.04	2.80	3.00	3.00	36.84
01	03	4TH PERIOD	001727, 435312, 411067	32.71	3.27	3.00	3.00	41.98
01	04	5TH PERIOD	001727, 435312, 411067	37.38	3.74	3.00	3.00	47.12
		LINES APPRENTICE (4 YEAR PROGRAM)	410312					
02	00	1ST PERIOD	410312	23.37	2.34	3.00	3.00	31.71
02	01	2ND PERIOD	410312	28.04	2.80	3.00	3.00	36.84
02	02	3RD PERIOD	410312	32.71	3.27	3.00	3.00	41.98
02	03	4TH PERIOD	410312	37.38	3.74	3.00	3.00	47.12

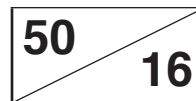
AP-45

**HYDRO ONE
PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX WAGE
SCHEDULES
CERTIFIED TRADES (OTHER THAN CIVIL TRADES)
SALARY SCHEDULE 50**



GRADE	STEP	CLASSIFICATIONS	OCCUPATION CODES	BASE HOURLY RATE	VACATION & STAT HOLIDAY	PENSION	WELFARE	TOTAL WAGE PCKGE	
		MECHANICAL TRADES APPRENTICE (4 YEAR PROGRAM)	435313						
02	10	1ST PERIOD	435313	28.04	2.80	3.00	3.00	36.84	
02	11	2ND PERIOD	435313	32.71	3.27	3.00	3.00	41.98	
02	12	3RD PERIOD	435313	37.38	3.74	3.00	3.00	47.12	
02	13	4TH PERIOD	435313	42.06	4.21	3.00	3.00	52.27	
06	06	AREA DISTRIBUTION ENGINEERING TECHNICIAN*	003228	46.73	4.67	3.00	3.00	57.40	NEW
07	06	METER TECHNICIAN*	003229	46.73	4.67	3.00	3.00	57.40	NEW
08	06	FORESTRY TECHNICIAN*	003230	46.73	4.67	3.00	3.00	57.40	NEW
11	09	CIVIL SENIOR FOREPERSON	435764	51.05	5.11	3.00	3.00	62.16	
11	08	CIVIL FOREPERSON	435763	49.72	4.97	3.00	3.00	60.69	
11	07	CIVIL SUBFOREPERSON	435753	47.05	4.71	3.00	3.00	57.76	
11	06	CIVIL JOURNEYPerson	435733	44.39	4.44	3.00	3.00	54.83	
		CIVIL APPRENTICE (5 YEAR PROGRAM)	435713						
11	00	1ST PERIOD	435713	17.76	1.78	3.00	3.00	25.54	
11	01	2ND PERIOD	435713	22.20	2.22	3.00	3.00	30.42	
11	02	3RD PERIOD	435713	26.63	2.66	3.00	3.00	35.29	
11	03	4TH PERIOD	435713	31.07	3.11	3.00	3.00	40.18	
11	04	5TH PERIOD	435713	35.51	3.55	3.00	3.00	45.06	
		CIVIL APPRENTICE (4 YEAR PROGRAM)	435714						
12	00	1ST PERIOD	435714	22.20	2.22	3.00	3.00	30.42	
12	01	2ND PERIOD	435714	26.63	2.66	3.00	3.00	35.29	
12	02	3RD PERIOD	435714	31.07	3.11	3.00	3.00	40.18	
12	03	4TH PERIOD	435714	35.51	3.55	3.00	3.00	45.06	
21	09	ELECTRICAL FORESTER SENIOR FOREPERSON	415363	45.68	4.57	3.00	3.00	56.25	
21	08	ELECTRICAL FORESTER FOREPERSON	415364	44.49	4.45	3.00	3.00	54.94	
21	07	ELECTRICAL FORESTER SUBFOREPERSON	415351	42.10	4.21	3.00	3.00	52.31	
21	06	ELECTRICAL FORESTER JOURNEYPerson	415331	39.72	3.97	3.00	3.00	49.69	
21	05	STOCKKEEPER	427502	39.72	3.97	3.00	3.00	49.69	

HYDRO ONE
PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX WAGE
SCHEDULES
CERTIFIED TRADES (OTHER THAN CIVIL TRADES)
SALARY SCHEDULE 50

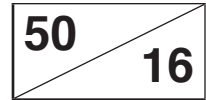


PAGE 3 OF 4

GRADE	STEP	CLASSIFICATIONS	OCCUPATION CODES	BASE HOURLY RATE	VACATION & STAT HOLIDAY	PENSION	WELFARE	TOTAL WAGE PCKGE
21	10	UNCERTIFIED CIVIL TRADESPERSON - LINES	002702	39.72	3.97	3.00	3.00	49.69
21	11	UNCERTIFIED CIVIL TRADESPERSON - STATIONS SERVICES	002703	39.72	3.97	3.00	3.00	49.69
		ELECTRICAL FORESTER APPRENTICE (4 YEAR PROGRAM)	415311					
21	00	1ST PERIOD	415311	19.86	1.99	3.00	3.00	27.85
21	01	2ND PERIOD	415311	23.83	2.38	3.00	3.00	32.21
21	02	3RD PERIOD	415311	27.80	2.78	3.00	3.00	36.58
21	03	4TH PERIOD	415311	31.78	3.18	3.00	3.00	40.96
22	09	ELECTRICAL FORESTER (SKID OPERATOR) SR FOREPERSON	415323	37.62	3.76	3.00	3.00	47.38
22	08	ELECTRICAL FORESTER (SKID OPERATOR) FOREPERSON	415324	36.64	3.66	3.00	3.00	46.30
22	07	ELECTRICAL FORESTER (SKID OPERATOR) SUBFOREPERSON	415325	34.67	3.47	3.00	3.00	44.14
22	06	ELECTRICAL FORESTER (SKID OPERATOR) JOURNEYPERSON	415313	32.71	3.27	3.00	3.00	41.98
23	09	ELECTRICAL FORESTER (LABOURER) SENIOR FOREPERSON	415319	29.56	2.96	3.00	3.00	38.52
23	08	ELECTRICAL FORESTER (LABOURER) FOREPERSON	415318 (1)	28.78	2.88	3.00	3.00	37.66
23	07	ELECTRICAL FORESTER (LABOURER) SUBFOREPERSON	415317 (1)	27.24	2.72	3.00	3.00	35.96
23	06	ELECTRICAL FORESTER (LABOURER) JOURNEYPERSON	415316 (1)	25.70	2.57	3.00	3.00	34.27
24	01	METER READER	461105	31.78	3.18	3.00	3.00	40.96
25	00	GENERAL HELPER	461106	25.70	2.57	3.00	3.00	34.27
26	00	METER READER 'B'	461107	26.89	2.69	3.00	3.00	35.58
22	00	METER READER/DATA COLLECTOR	000677 (2)	36.41	3.64	3.00	3.00	46.05
27	01	Operator 1	461108	43.49	4.35	3.00	3.00	53.84
27	02	Operator 2	461109	49.87	4.99	3.00	3.00	60.86
27	03	Operator 3	461102	51.55	5.16	3.00	3.00	62.71
30	01	P&C Technologist	001402	50.22	5.02	3.00	3.00	61.24
31	01	CLERICAL I*	003226	32.24	3.22	3.00	3.00	41.46
31	02	CLERICAL II*	003227	36.34	3.63	3.00	3.00	45.97
32	01	AMI OPERATOR*	003276	36.34	3.63	3.00	3.00	45.97

AP-47

**HYDRO ONE
PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX WAGE
SCHEDULES
CERTIFIED TRADES (OTHER THAN CIVIL TRADES)
SALARY SCHEDULE 50**



PAGE 4 OF 4

Note: The normal weekly hours of work for all employees of Employers is forty (40).

* Added to the wage schedules for the term of the collective agreement.

OVERTIME RATES:

Monday-Friday Scheduled Work Days - 1 1/2 times for up to and including 2 hours beyond the normal daily scheduled number of hours. This applies for both 4 day x 10 hours per day schedule and 5 day by 8 hour per day schedule.
Saturday, Sunday & Holidays: 2 times for all hours worked.
Non-Scheduled Work Days: 2 times for all hours worked.

- (1) Licensed spray applicators will be paid \$1.25 per hour in addition to their normal rate of pay.
- (2) When required to perform the work of "cable locates" the Meter Reader/Data Collector classification will receive an additional \$1.01 per hour on top of their

**Hydro One Labour Relations
Effective: April 1-2016**

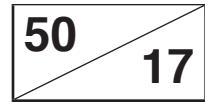
**HYDRO ONE
PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX WAGE
SCHEDULES
CERTIFIED TRADES (OTHER THAN CIVIL TRADES)
SALARY SCHEDULE 50**

50
17

PAGE 1 OF 4

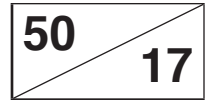
GRADE	STEP	CLASSIFICATIONS	OCCUPATION CODES	BASE HOURLY RATE	VACATION & STAT HOLIDAY	PENSION	WELFARE	TOTAL WAGE PCKGE
01	09	LINES SENIOR FOREPERSON	411164	54.34	5.43	3.00	3.00	65.77
02	09	MECHANICAL SENIOR FOREPERSON	435362	54.34	5.43	3.00	3.00	65.77
03	09	ELECTRICAL SENIOR FOREPERSON	411061	54.34	5.43	3.00	3.00	65.77
01	08	LINES FOREPERSON	411165	52.92	5.29	3.00	3.00	64.21
02	08	MECHANICAL FOREPERSON	435363	52.92	5.29	3.00	3.00	64.21
03	08	ELECTRICAL FOREPERSON	411062	52.92	5.29	3.00	3.00	64.21
01	07	LINES SUBFOREPERSON	411153	50.09	5.01	3.00	3.00	61.10
02	07	MECHANICAL SUBFOREPERSON	435352	50.09	5.01	3.00	3.00	61.10
03	07	ELECTRICAL SUBFOREPERSON	411051	50.09	5.01	3.00	3.00	61.10
01	06	LINES JOURNEYPERSON	411134	47.25	4.73	3.00	3.00	57.98
02	06	MECHANICAL JOURNEYPERSON	435332	47.25	4.73	3.00	3.00	57.98
03	06	ELECTRICAL JOURNEYPERSON	411031	47.25	4.73	3.00	3.00	57.98
05	06	CABLE SPLICER JOURNEYPERSON	001377	47.25	4.73	3.00	3.00	57.98
		ELECTRICAL APPRENTICE (5 YEAR PROGRAM)	411113					
		MECHANICAL TRADE APPRENTICE (5 YEAR PROGRAM)	435312					
		CABLE SPLICER APPRENTICE (5 YEAR PROGRAM)	001727					
01	00	1ST PERIOD	001727, 435312, 411067	18.90	1.89	3.00	3.00	26.79
01	01	2ND PERIOD	001727, 435312, 411067	23.63	2.36	3.00	3.00	31.99
01	02	3RD PERIOD	001727, 435312, 411067	28.35	2.84	3.00	3.00	37.19
01	03	4TH PERIOD	001727, 435312, 411067	33.08	3.31	3.00	3.00	42.39
01	04	5TH PERIOD	001727, 435312, 411067	37.80	3.78	3.00	3.00	47.58
		LINES APPRENTICE (4 YEAR PROGRAM)	410312					
02	00	1ST PERIOD	410312	23.63	2.36	3.00	3.00	31.99
02	01	2ND PERIOD	410312	28.35	2.84	3.00	3.00	37.19
02	02	3RD PERIOD	410312	33.08	3.31	3.00	3.00	42.39
02	03	4TH PERIOD	410312	37.80	3.78	3.00	3.00	47.58

**HYDRO ONE
PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX WAGE
SCHEDULES
CERTIFIED TRADES (OTHER THAN CIVIL TRADES)
SALARY SCHEDULE 50**



GRADE	STEP	CLASSIFICATIONS	OCCUPATION CODES	BASE HOURLY RATE	VACATION & STAT HOLIDAY	PENSION	WELFARE	TOTAL WAGE PCKGE	
		MECHANICAL TRADES APPRENTICE (4 YEAR PROGRAM)	435313						
02	10	1ST PERIOD	435313	28.35	2.84	3.00	3.00	37.19	
02	11	2ND PERIOD	435313	33.08	3.31	3.00	3.00	42.39	
02	12	3RD PERIOD	435313	37.80	3.78	3.00	3.00	47.58	
02	13	4TH PERIOD	435313	42.53	4.25	3.00	3.00	52.78	
06	06	AREA DISTRIBUTION ENGINEERING TECHNICIAN*	003228	47.25	4.73	3.00	3.00	57.98	NEW
07	06	METER TECHNICIAN*	003229	47.25	4.73	3.00	3.00	57.98	NEW
08	06	FORESTRY TECHNICIAN*	003230	47.25	4.73	3.00	3.00	57.98	NEW
11	09	CIVIL SENIOR FOREPERSON	435764	51.62	5.16	3.00	3.00	62.78	
11	08	CIVIL FOREPERSON	435763	50.28	5.03	3.00	3.00	61.31	
11	07	CIVIL SUBFOREPERSON	435753	47.58	4.76	3.00	3.00	58.34	
11	06	CIVIL JOURNEYPERSON	435733	44.89	4.49	3.00	3.00	55.38	
		CIVIL APPRENTICE (5 YEAR PROGRAM)	435713						
11	00	1ST PERIOD	435713	17.96	1.80	3.00	3.00	25.76	
11	01	2ND PERIOD	435713	22.45	2.25	3.00	3.00	30.70	
11	02	3RD PERIOD	435713	26.93	2.69	3.00	3.00	35.62	
11	03	4TH PERIOD	435713	31.42	3.14	3.00	3.00	40.56	
11	04	5TH PERIOD	435713	35.91	3.59	3.00	3.00	45.50	
		CIVIL APPRENTICE (4 YEAR PROGRAM)	435714						
12	00	1ST PERIOD	435714	22.45	2.25	3.00	3.00	30.70	
12	01	2ND PERIOD	435714	26.93	2.69	3.00	3.00	35.62	
12	02	3RD PERIOD	435714	31.42	3.14	3.00	3.00	40.56	
12	03	4TH PERIOD	435714	35.91	3.59	3.00	3.00	45.50	
21	09	ELECTRICAL FORESTER SENIOR FOREPERSON	415363	46.18	4.62	3.00	3.00	56.80	
21	08	ELECTRICAL FORESTER FOREPERSON	415364	44.98	4.50	3.00	3.00	55.48	
21	07	ELECTRICAL FORESTER SUBFOREPERSON	415351	42.57	4.26	3.00	3.00	52.83	
21	06	ELECTRICAL FORESTER JOURNEYPERSON	415331	40.16	4.02	3.00	3.00	50.18	
21	05	STOCKKEEPER	427502	40.16	4.02	3.00	3.00	50.18	

**HYDRO ONE
PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX WAGE
SCHEDULES
CERTIFIED TRADES (OTHER THAN CIVIL TRADES)
SALARY SCHEDULE 50**

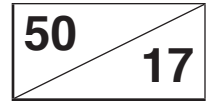


PAGE 3 OF 4

GRADE	STEP	CLASSIFICATIONS	OCCUPATION CODES	BASE HOURLY RATE	VACATION & STAT HOLIDAY	PENSION	WELFARE	TOTAL WAGE PCKGE
21	10	UNCERTIFIED CIVIL TRADESPERSON - LINES	002702	40.16	4.02	3.00	3.00	50.18
21	11	UNCERTIFIED CIVIL TRADESPERSON - STATIONS SERVICES	002703	40.16	4.02	3.00	3.00	50.18
		ELECTRICAL FORESTER APPRENTICE (4 YEAR PROGRAM)	415311					
21	00	1ST PERIOD	415311	20.08	2.01	3.00	3.00	28.09
21	01	2ND PERIOD	415311	24.10	2.41	3.00	3.00	32.51
21	02	3RD PERIOD	415311	28.11	2.81	3.00	3.00	36.92
21	03	4TH PERIOD	415311	32.13	3.21	3.00	3.00	41.34
22	09	ELECTRICAL FORESTER (SKID OPERATOR) SR FOREPERSON	415323	38.04	3.80	3.00	3.00	47.84
22	08	ELECTRICAL FORESTER (SKID OPERATOR) FOREPERSON	415324	37.05	3.71	3.00	3.00	46.76
22	07	ELECTRICAL FORESTER (SKID OPERATOR) SUBFOREPERSON	415325	35.06	3.51	3.00	3.00	44.57
22	06	ELECTRICAL FORESTER (SKID OPERATOR) JOURNEYPERSON	415313	33.08	3.31	3.00	3.00	42.39
23	09	ELECTRICAL FORESTER (LABOURER) SENIOR FOREPERSON	415319	29.89	2.99	3.00	3.00	38.88
23	08	ELECTRICAL FORESTER (LABOURER) FOREPERSON	415318 (1)	29.11	2.91	3.00	3.00	38.02
23	07	ELECTRICAL FORESTER (LABOURER) SUBFOREPERSON	415317 (1)	27.55	2.76	3.00	3.00	36.31
23	06	ELECTRICAL FORESTER (LABOURER) JOURNEYPERSON	415316 (1)	25.99	2.60	3.00	3.00	34.59
24	01	METER READER	461105	32.13	3.21	3.00	3.00	41.34
25	00	GENERAL HELPER	461106	25.99	2.60	3.00	3.00	34.59
26	00	METER READER 'B'	461107	27.22	2.72	3.00	3.00	35.94
22	00	METER READER/DATA COLLECTOR	000677 (2)	36.83	3.68	3.00	3.00	46.51
27	01	Operator 1	461108	43.98	4.40	3.00	3.00	54.38
27	02	Operator 2	461109	50.43	5.04	3.00	3.00	61.47
27	03	Operator 3	461102	52.13	5.21	3.00	3.00	63.34
30	01	P&C Technologist	001402	50.77	5.08	3.00	3.00	61.85
31	01	CLERICAL I*	003226	32.61	3.26	3.00	3.00	41.87
31	02	CLERICAL II*	003227	36.75	3.68	3.00	3.00	46.43
32	01	AMI OPERATOR*	003276	36.75	3.68	3.00	3.00	46.43

AP-51

**HYDRO ONE
PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX WAGE
SCHEDULES
CERTIFIED TRADES (OTHER THAN CIVIL TRADES)
SALARY SCHEDULE 50**



PAGE 4 OF 4

Note: The normal weekly hours of work for all employees of Employers is forty (40).

* Added to the wage schedules for the term of the collective agreement.

OVERTIME RATES:

Monday-Friday Scheduled Work Days - 1 1/2 times for up to and including 2 hours beyond the normal daily scheduled number of hours. This applies for both 4 day x 10 hours per day schedule and 5 day by 8 hour per day schedule.
Saturday, Sunday & Holidays: 2 times for all hours worked.
Non-Scheduled Work Days: 2 times for all hours worked.

- (1) Licensed spray applicators will be paid \$1.25 per hour in addition to their normal rate of pay.
- (2) When required to perform the work of "cable locates" the Meter Reader/Data Collector classification will receive an additional \$1.01 per hour on top of their

**Hydro One Labour Relations
Effective: April 1-2017**

NOTES

NOTES

NOTES

AP-55

NOTES

COLLECTIVE AGREEMENT

Between

HYDRO ONE INC.

and

**POWER WORKERS' UNION
CANADIAN UNION OF
PUBLIC EMPLOYEES – C.L.C.
LOCAL 1000**

April 1, 2018 – March 31, 2020

COLLECTIVE AGREEMENT

Between

HYDRO ONE INC.

and

POWER WORKERS' UNION

CANADIAN UNION OF PUBLIC EMPLOYEES – C.L.C.

LOCAL 1000

April 1, 2018 – March 31, 2020

TABLE OF CONTENTS

Part	Title	Pages
	Articles (Salmon)	1 – 66
A	General Items (Green)	A-1 – A-96
B	Maintenance Trades (Yellow)	B-1 – B-48
C	Controllers/Dispatchers and Trainees (Blue)	C-1 – C-26
D	Weekly Salaried (Pink)	D-1 – D-48
	Appendix “A” for Construction and Supplementary Maintenance (White)	AP-1 – AP-56

NOTE

*In order to readily identify changes in this Agreement from the previous one, new changes are printed bold and in italics. Note that certain foreign words used within the text are, by convention, also printed in italics however these words are easily identifiable and should not cause confusion.

Hydro One Inc.

Power Workers Union

Date

MID-TERM AGREEMENTS INDEX

Number	Title	Former Number	Status
MT-2	Responsibility for Obtaining Licenses	NPP 2	Active
MT-3	Time Charges and Expenses - Power Workers' Union Representatives	NPP 3	Active
MT-4	Hand Tool Ownership and Trades Occupational Definitions	NPP 4	Active
MT-5	Expense Reports and Transportation Requisitions	NPP 6	Active
MT-6	Special Time Off - Extreme Weather Closures	NPP 15	Active
MT-7	Burial Expenses and Allowance to Estate of a Deceased Employee	NPP 16 NPP 22	Active
MT-8	Employees Participating in Politics	NPP 25	Active
MT-9	Payment of Corporation Employees Utilized for Forest Fire Fighting	NPP 26	Active
MT-10-2	Banked Time Arrangement for Trades and Weekly Salaried Staff	BT 64 BT 42	Active
MT-11	Processing of Waiver Requests	PW 1-1	Active
MT-13	Late Applications	PW 4	Active
MT-15	Provision of French Language Services	PW 32	Active
MT-16-1	Wage Schedule 86	PW 34	Active
MT-17	Benefit Entitlement of Construction Employees Transferring into the Power Workers' Union Bargaining Unit	PW 35	Active
MT-18-1	University Student Co-op Programs	PW 38	Active
MT-19	Secondary School Student Cooperative Education Program	PW 44	Active
MT-20	Pay Equity Plan Supplemental	PW 45-1	Active
MT-22-1	Community College Co-op Student Programs	PW 47-1	Active
MT-24	Colony Location Allowance	R-33-13	Active
MT-25	Vehicle Services Attendants	R-35	Active
MT-26	Toronto Association of Community Living Reclamation Yard Kipling Avenue Service Centre	R-81-1	Active

Number	Title	Former Number	Status
MT-28	Remote Community Electricity System Division Work Headquarters	R-145-1	Active
MT-29	Regional Maintainer Classifications	R-147-1	Active
MT-31	Overtime Option of Paid Time Off in Lieu Grid Business Unit	R-190	Active
MT-32	Overtime Option of Paid Time Off in Lieu Distribution Network Services	R-191-3	Active
MT-33	Regional Maintainer – Cable Splicer	R-201	Active
MT-35	On-Call Provisions for Part D Employees, Enterprise Technology Services, ITS Operations Department, Field Support Team	R-224	Active
MT-36	Integration of Grievance Settlement P-12 and Article 11	R-231	Active
MT-38	Customer Service Representative I	OHSC-R-239	Active
MT-40-2	Hydro One Inc. Acquisitions	OHSC-R-242	Active
MT-41	Senior Shift Authority Position and Redeployment of Level 1A Operators and Electrical Area Supervisors to Level 1 Operator Positions		Active
MT-42	Regional Site Maintenance - M.O.E.E. License	OHSC-R-244	Active
MT-45	Suspended Items from April 1, 1996 – March 31, 2000 Collective Agreement		Active
MT-46	Redeployment of Hydro One Networks Staff to the Field Business Centers		Active
MT-50-3	Provincial Purchased Services Agreements		Active
MT-51	Career Edge		Active
MT-52-1	Customer Service Representative I/ Distribution Technician Consolidation		Active
MT-53-1	Customer Service Rep 1/ADET Consolidation - Hydro One Remote Communities Inc		Active
MT-55	Transfer of those Designated in Scope to CGEY/Newco		Active

Number	Title	Former Number	Status
MT-56-2	Shift Work - Central Maintenance Shops Regional Maintainer - Mechanical		Active
MT-60	Waste Co-ordinator Classification		Active
MT-61-1	Flame and Arc Resistent Clothing		Active
MT-62	Meter Reading Supervision and New Organization		Active
MT-63-1	Alternative Hours Provincial Lines Three Day Work Week (Demand Work Crew)		Active
MT-64-1	Area Distribution Engineering Technician Training Program		Active
MT-66	Career Bridge		Active
MT-68	Meter and Relay Services Technician Training Steps		Active
MT-70	Electrical Co-Op Student Program		Active
MT-72	Remote Community - Travelling Crew		Active
MT-73-1	Banked Time Arrangement for Part C Staff		Active
MT-APPA-2	Appendix "A" - Meter Reader/Data Collector		Active
MT-APPA-3-1	Supplementary Clerical Work		Active

TABLE OF CONTENTS

ARTICLES

		Page Number
ARTICLE 1	RECOGNITION COLLECTIVE BARGAINING UNIT	5
ARTICLE 2	GRIEVANCE PROCEDURE	6
2.3	Grievances	6
2.4	Grievance Review Board.....	7
2.5	Disciplinary Matters	7
2.6	Facilities and Costs.....	8
2.7	Dispute Resolution – Article 8, Plan B and OGLs	8
ARTICLE 2A	DISCIPLINE AND DISCHARGE	8
ARTICLE 3	ARBITRATION	9
3.0	The Arbitration Process.....	9
3.3	Chief Arbitrator and Deputy Chief Arbitrator	9
3.4	All Arbitrators.....	10
3.5	Principles of Single Panel Arbitration	10
3.6	Powers of the Chief Arbitrator in the Single Panel Process.....	10
3.7	Board of Arbitration.....	10
3.7.1	Nominees	10
3.7.2	Arbitrator	11
3.7.3	Powers of the Chief Arbitrator in the Board of Arbitration Process	11
ARTICLE 4	WORKING CONDITIONS.....	11
ARTICLE 5	UNION SECURITY	12
ARTICLE 6	NO DISCRIMINATION	13
ARTICLE 7	MANAGERIAL RIGHTS OF THE COMPANY.....	14
ARTICLE 8	JOB CLASSIFICATION AND WAGE RATES.....	14
ARTICLE 9	SPECIFIC MATTERS OF AGREEMENT	14
ARTICLE 10	SELECTION TO VACANCIES	14
10.1	General	14
10.1.4	Appointments/Notification	15
10.2	Supervisory Positions	17

TABLE OF CONTENTS – ARTICLES

(continued)

	Page Number
10.3 Non-Supervisory Positions: Clerical Technical and Controller/Dispatchers	18
10.3.2 Transportation and Moving Expenses	19
10.4 Non-Supervisory Positions: Trades	19
10.4.2 Transportation and Moving Expenses	20
10.5 Non-Supervisory Positions: Other Positions	20
10.5.1 Transportation and Moving Expenses	21
10.6 Transition Provisions	22
10.7 <i>Vacancies in Hydro One Inc. CSO/PWU Collective Agreement</i>	22
 ARTICLE 11 SURPLUS STAFF PROCEDURE – TABLE OF CONTENTS	 23
11.0 Worksite Redeployment	24
11.1 Surplus Staff Procedure – Sequence of Events	27
11.2 Application	29
11.3 Definitions	32
11.4 Occupational Group Listings (OGLs)	34
11.4.1 Failure to Demonstrate Qualifications	34
11.4.2 Expedited Grievance and Arbitration Process for Job Classification Grievances and OGL Dispute Resolution	34
11.5 Notice of Termination/Layoff	35
11.6 Employee Elections	35
11.7 Failure to Complete the Form	36
11.8 Cash Out During the Notice Period	36
11.9 General	37
11.10 Senior Choice/Junior Force (Province Displacement)	38
11.11 Displacements	38
11.11.1 Equal Stream	41
11.11.2 Lower Stream	41
11.11.3 Senior Choice/Junior Force (Within Location)	42
11.12 Displacement and Recall Rights	42
11.12.1 Probationary Employees	42
11.12.2 Regular Seasonal	42
11.13 Permanent Location Closings	44
11.14 Severance Pay	44
11.14.1 Reduced Severance Pay on Refusing a Position	44
11.14.2 Benefit Continuance/Tuition/Outplacement Services	45
11.15 Failure to Report to Assigned Positions	45

TABLE OF CONTENTS – ARTICLES

(continued)

	Page Number
11.16 Selection to Vacancies.....	46
11.16.1 Jurisdiction.....	46
11.16.2 Selection Priority	46
11.17 Recall	47
11.18 Limitations to Turnover	48
11.19 Wage Maintenance.....	49
11.20 Moving Expenses	49
ARTICLE 12 PURCHASED SERVICES AGREEMENT.....	49
12.0 Scope	49
12.1 Assignment of Work.....	50
12.1.1 Philosophy	50
12.1.2 Principles	50
12.2 Decision Process	51
12.2.1 Responsibility for Decisions.....	51
12.2.2 Opportunity	51
12.2.3 Definition of Need	51
12.2.4 Alternatives	52
12.2.5 Evaluation	52
12.2.6 Establishment of Thresholds.....	52
12.2.7 Dispute Resolution Process	54
12.3 Joint Resolution Committee.....	54
12.3.1 Purpose	54
12.3.2 Membership.....	54
12.4 Application of This Article.....	55
APPENDIX A ARTICLE 12 – APPENDIX A.....	56
1.0 Joint Employment Security Committee	56
2.0 Employment Security	56
2.1 Surplus Identification	57
2.2 Wage and Salary Treatment	57
2.2.1 Seniority – Five Years or More	57
2.2.2 Seniority – Two Years – Less than Five Years.....	57
2.3 General Conditions	57
2.4 Moving Expenses	58

TABLE OF CONTENTS – ARTICLES

(continued)

		Page Number
ARTICLE 13	EMPLOYMENT SECURITY PLAN	58
13.0	Purchased Services	58
13.1	Employment Security	58
13.2	Joint Employment Security Committee	59
13.3	Application	59
13.4	Selection	59
13.5	Wage and Salary Treatment	61
13.6	Displacement.....	61
13.7	General Conditions	61
ARTICLE 14	EMPLOYMENT SECURITY AND WORK ASSIGNMENT	62
14.1	Work Assignment.....	62
ARTICLE 15	SUCCESSOR RIGHTS	62
ARTICLE 16	DURATION OF THE AGREEMENT	63
ARTICLE 17	TRANSFER OF EMPLOYEES ON CHANGE OF EMPLOYER	63

**COLLECTIVE AGREEMENT
BETWEEN**

HYDRO ONE INC. (The Company)

and

POWER WORKERS' UNION (PWU), CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1000 – CLC, hereinafter referred to as the “Union” which executes this Agreement by **T. Chessell**, B. Roberts, **C. Ruttan** and **C. Middleton**, who have been duly appointed the purpose, in accordance with the constitution of the Union.

WHEREAS the Union has requested the Company to enter into a Collective Agreement and the Company has consented thereto:

NOW THIS AGREEMENT WITNESSETH

that there shall be four parts, namely, Part ‘A’ – General Items, Part ‘B’ – Maintenance Trades, Part ‘C’ – Controllers/Dispatchers/Trainees, and Part ‘D’ – Weekly-Salaried. It is also witnessed that the Company and the Union agree each with the other as follows:

**ARTICLE 1
RECOGNITION
COLLECTIVE BARGAINING UNIT**

- 1.1** The Company recognizes the Union as the sole bargaining agent for all regular, part-time and temporary employees¹, including technicians of the construction field forces and security employees² but excluding:
- (a) Employees now represented by other bargaining agents.
 - (b) Persons above the rank of working supervisor.
 - (c) Persons who exercise managerial functions in accordance with the *Ontario Labour Relations Act*.
 - (d) Persons employed in a confidential capacity in matters relating to labour relations in accordance with the *Ontario Labour Relations Act*.

1 “Employees” are employees pursuant to the *Labour Relations Act* for Ontario SO, 1995, c.1 *Schedule A*, as amended.

2 Security employees at the following locations: (At the time of printing no locations were identified).

- 1.2** When an employee is removed from normal duties to act in a vacated position or relieve for an incumbent or perform a temporary assignment, the following shall apply:
- (a) When the length of time involved is known to be three months or less, the employee will retain his/her present jurisdictional status.
 - (b) When it is expected that the length of time will be longer than three months, the employee will be excluded or included at the commencement of his/her new responsibilities. However, in the event the period is actually less than three months:
 - (1) in exclusion cases, the Union will be reimbursed the dues which would have been paid;
 - (2) in inclusion cases, the Union will reimburse the employee the dues which have been paid.
 - (c) When the length of time is unknown, the employee will retain his/her present jurisdictional status up to the three month period. If the period extends beyond three months, the employee will then be either included or excluded.

ARTICLE 2 GRIEVANCE PROCEDURE

- 2.1** Any allegation that an employee has been subjected to unfair treatment or any dispute arising out of the content of this Agreement shall be understood to be a fit matter for the following grievance procedure. All matters of grievance by any employee or group or class of employees for whom the Union is the bargaining agent and which the Union may desire to present shall be dealt with in accordance with the following procedure.
- 2.2** It is mutually agreed by the parties hereto that it is the spirit and intent of this Agreement to adjust grievances promptly. Therefore, any employee covered by this Agreement having a grievance may present such grievance to the representative of the Union appointed by the Union for that purpose. The Union representative may then proceed to have such grievance adjusted in accordance with the following steps established hereby for the purpose of adjusting grievances.
- 2.3** **Grievances**
Grievances are to be filed within thirty (30) days from the date that the grievor knew or should have known the facts giving rise to the grievance. The Company is to reply in writing within seven (7) days.

Steps in grievance process: Non-disciplinary matters:

- Step 1 Within seven (7) days of reply or time limited for reply, a meeting with contact supervisor.
- Step 2 If Step 1 meeting not held or if grievance not resolved at Step 1, grievances go to next scheduled meeting of Grievance Review Board.

2.4 Grievance Review Board

The Grievance Review Board shall consist of two Union representatives (at a high level) and two Management representatives (at a high level), who will have the authority to agree unanimously to a final and binding settlement of any grievance or unanimously agree to the scheduling of any grievance.

Grievance Review Board meetings are to be scheduled regularly as agreed to by the parties or ordered by the Chief Arbitrator in all work locations. The purpose of the Grievance Review Board will be to attempt to settle all cases, failing which the Grievance Review Board will agree to facts where possible and ensure that all documentary and other evidence is disclosed by the parties.

If not resolved at the Grievance Review Board, grievances move to arbitration.

2.5 Disciplinary Matters

- 2.5.1** Prior to the imposition of any disciplinary penalty, the Company shall hold a Disciplinary Interview, which shall replace Step 1 of the grievance process.
- 2.5.2** The Company shall provide the Union and any employees who may be disciplined three (3) days' notice of the Interview.
- 2.5.3** The Interview shall take place between the Company, the Union and the accused individual.
- 2.5.4** The Company shall set out its allegations and except where the allegations could constitute a criminal offence, the Union or the individual(s) shall set out their version of the events. Minutes, but not a transcript, of the Interview setting out the substance of the discussion shall be taken.
- 2.5.5** The minutes of the meeting shall be provided to the Union and the accused individual(s) within seven (7) days of the Interview.
- 2.5.6** The Union and the accused individual(s) shall forward a written reply to the minutes, if any, within seven (7) days of receipt of the minutes.

2.5.7 Should the Company choose to impose discipline, the Union has ten (10) days to file a grievance commencing at Step 2.

2.5.8 Nothing in the disciplinary interview process is intended to interfere with the Company's right to investigate matters.

2.6 Facilities and Costs

2.6.1 The Company shall provide the necessary facilities for all meetings in the grievance process.

2.6.2 Maintenance of normal earnings and payment of expenses shall be provided by the Company for all Union representatives on a grievance committee.

2.6.3 The fees of all arbitrators and costs associated with arbitration hearings shall be shared equally by the parties, subject to current practices.

2.7 Dispute Resolution – Article 8, Plan B and OGLs

Any Article 8, Plan B or OGL disputes shall be resolved on an expedited basis as set out below, ***and facilities and costs will be covered pursuant to Article 2.6.***

2.7.1 The Union shall commence this dispute resolution process by filing a grievance with the relevant contact supervisor. The parties shall meet within seven (7) days to attempt to resolve the grievance. Failing a resolution of the matter within fourteen (14) days of filing the grievance, the matter will be referred to the Grievance Review Board (GRB). Failing resolution at that meeting, the grievance shall be arbitrated as per Article 3.

2.8 The Company will finalize any formal grievances presently in the process of completion but not finalized before the Agreement is signed.

ARTICLE 2A DISCIPLINE AND DISCHARGE

2A.1 Any allegation that an employee has been demoted, suspended, discharged or otherwise disciplined without just cause shall be a fit matter for the grievance and arbitration procedures as provided for in this Collective Agreement.

2A.2 When disciplining or discharging probationary employees for just cause, it is recognized that the probationary period is an extension of the selection process and that they have short service. Therefore, the threshold for discipline and discharge may be less than that of a regular employee in similar circumstances.

2A.3 Disciplinary penalties resulting in a suspension without pay will not be imposed until a final decision, (agreement between Union and Management, or an arbitrator's judgment) has been reached.

2A.4 A copy of all letters of employee reprimand shall be sent to the chief steward, except in cases where in the Company's opinion the matter involved is of a confidential nature. In the latter instance, the letter will state that the Union has not received a copy of the letter.

This shall not prevent a supervisor from taking on-the-job disciplinary action including immediate suspension subject to later confirmation.

2A.5 Unless otherwise agreed to, after a letter(s) of reprimand has been on an employee's file for a maximum of two years, and there have been no further occurrences, then the letter(s) of reprimand will be removed from all files.

ARTICLE 3 ARBITRATION

3.0 The Arbitration Process

The arbitration process will continue on the basis of the practice currently adhered to by the parties, but any disputes relating to such practice or any requests for changes in the practice may be referred to the Chief Arbitrator, or Deputy Chief Arbitrator as referred to herein, for a ruling.

3.1 Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

3.2 Unless the parties agree to a Board of Arbitration, or the Chief Arbitrator or the Deputy Chief Arbitrator so order, all grievances shall be submitted to Single Panel Arbitration.

3.3 Chief Arbitrator and Deputy Chief Arbitrator

For the duration of this Collective Agreement, *John Murray* shall serve as the Chief Arbitrator *and John Stout as Deputy Chief Arbitrator*. The Chief Arbitrator will have exclusive, final and binding authority over all issues relating to the scheduling of cases, including binding decisions as to who hears which case and when it is heard and shall have the power to relieve against time limits, including those in the grievance process and the referral to arbitration in respect of all cases.

Additionally, the parties may refer matters to one of the following single panel arbitrators: Pauline Pasieka, Larry Steinberg, and Bill Kaplan.

3.4 All Arbitrators

All arbitrators are to determine their own procedure, may admit evidence that would not be admissible in court and may rely on such evidence to render a decision. All arbitrators will have the power and authority to determine the real issues in dispute between the parties in any particular case and to relieve against time limits in the grievance process. All arbitrators' decisions will be final and binding. All arbitrators shall have the power to make interim relief orders.

3.5 Principles of Single Panel Arbitration

- (a) Arbitrators shall decide up to fifteen (15) grievances each day. The cases shall be heard on an expedited basis after the parties have exchanged their written briefs. Oral evidence may be called only where the arbitrator deems necessary and only with leave of the arbitrator.
- (b) The decisions are precedent setting and shall be accompanied by reasons on any non-factual issues.
- (c) The parties may use the services of counsel.

3.6 Powers of the Chief Arbitrator in the Single Panel Process

- (a) The Chief Arbitrator, in consultation with the parties, will have the power to:
 - (i) appoint arbitrators;
 - (ii) assign grievances for resolution;
 - (iii) schedule hearing dates in consultation with the parties.

Any of the Chief Arbitrator's powers may be delegated to the Deputy Chief Arbitrator.

3.7 Board of Arbitration

A Board of Arbitration shall consist of a Company nominee, a PWU nominee, and an Arbitrator. A party requesting that a grievance be heard by a Board of Arbitration shall do so in writing to the other party within 10 days of the date the GRB referred the grievance to arbitration.

3.7.1 Nominees

Once either party notifies the other party that an unresolved grievance will be referred to arbitration, such notice shall contain the name of the first party's nominee to an arbitration board. The recipient of the notice

shall within 10 days, if he/she consents to the grievance being heard by a Board of Arbitration, advise the other party of the name of its appointee to the arbitration board. The parties shall then have 10 days to agree to a Chairperson for the Board of Arbitration.

3.7.2 Arbitrator

If the parties agree that a Board of Arbitration should hear a grievance but fail to agree upon a chairperson within the time limit, an appointment shall be made by the Chief Arbitrator, or, if the Chief Arbitrator is incapable of doing so, through the facilities of the Ontario Labour Management Arbitration Commission or the Minister of Labour, upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Board of Arbitration, but if there is no majority, the decision of the chairperson shall govern. However, in no event shall the Board of Arbitration have the power to change, alter, modify or amend any provision of this Agreement.

3.7.3 Powers of the Chief Arbitrator in the Board of Arbitration Process

- (a) To determine the hours within which arbitrations are conducted.
- (b) To assist in reducing the cost, and reducing the delay and increasing the efficiency of the arbitration process.

ARTICLE 4 WORKING CONDITIONS

4.1 Working conditions during the term of this Agreement shall be as outlined in this Agreement and Mid-Term Agreement³ except such Mid-Term Agreements as are agreed obsolete by the parties.

In addition, the general environmental privileges surrounding an employee shall also be considered as working conditions. These privileges would include such things as wash-up time, transportation facilities, safety appliances, general safety or health precautions.

4.2 Any modification within the confines of this Agreement shall be subject to agreement by the Company and the Union's executive. Changes to the undernoted subjects, however, can be made with the written agreement of the Chief Steward with the exception as noted in 4.2 (e) and may be cancelled by either party upon the giving of 30 days' notice:

³ A Mid-Term Agreement is a modification of the Collective Agreement executed by the parties on the prescribed form (a specimen of which is shown below) during the term of the Collective Agreement.

- (a) Changes in working hours between the hours of 7:00 am to 6:00 pm for an individual, work group or crew.
- (b) The extension of acting positions beyond 90 days as outlined in Part B Item 19.0 and Part D Section 8.0.
- (c) Modifications to hours of work (specific) at all locations for banked time arrangements.
- (d) Local extensions to a maximum of three months beyond the normal 15 accumulated months (in which there have been no breaks in employment exceeding five months) on the use of temporary employees to meet short term staffing requirements without invoking regular-seasonal status.
- (e) Arrangements allowing flexibility for employees assigned to temporary work headquarters subject to PWU Sector Vice-President or delegate approval.

4.3 Unless specifically referred to in a Mid-Term Agreement the pertinent provisions of the Collective Agreements shall apply.

(SAMPLE)
MID-TERM AGREEMENT
TITLE

Number Date

It is jointly agreed that the following Mid-Term Agreement shall form part of the Collective Agreement between the parties:

THE COMPANY UNION

4.4 Employees shall be allowed access to their own personnel file. Employees should submit the written request to their supervisor. Review of the file shall be carried out in the presence of the supervisor or human resources contact. Additions or deletions to the file shall be made only with the approval of the supervisor and the human resources contact.

ARTICLE 5
UNION SECURITY

5.1 All employees covered by this Agreement who are members of the Union on the date hereof shall, as a condition of employment, maintain such membership.

- 5.2** Employees who are not members on the date hereof but who become members of the Union subsequent to said date shall as a condition of employment, maintain their membership thereafter.
- 5.3** New employees shall, as a condition of employment, be or become members of the Union within 15 days of their engagement and shall, as a condition of employment, maintain their membership thereafter.
- 5.4** Membership as a condition of employment as specified in 5.1, 5.2 and 5.3 shall not apply while membership is withheld or suspended, or where a member is expelled by the Union.
- 5.5** In all cases for employees in the Collective Bargaining Unit as defined in Article 1, the Company shall be responsible for the signing of dues authorizations and shall deduct from the weekly wages of each employee, an amount equal to the weekly Union dues in effect at the time and shall transmit the monies so deducted to the Financial Officer of the Union at the times designated by the Union.
- 5.6** A Union representative will be given an opportunity to conduct an orientation session for new probationary/regular employee(s) or temporary employees with greater than 6 months' service within regular working hours at a time and of a duration that is mutually agreeable between the Company and the Union. The purpose is to acquaint the new employee with the benefits and duties of Union membership.
- 5.7** The Company will not oppose any action by the Union to discipline its members as identified in its constitution.

ARTICLE 6 NO DISCRIMINATION

- 6.1** The Company shall not discriminate against an employee because of membership or activity in the Union or the exercise of his/her lawful rights, and any employee covered by the Agreement who feels that he or she has suffered discrimination shall have the right to seek redress in accordance with Grievance and Arbitration Procedures.
- 6.2** An employee who has a complaint with respect to discrimination in the employment relationship, as envisioned under the Human Rights Code, will have access to the internal Human Rights resolution process if he/she so desires. The employee, if he/she so desires, may have a Union representative present. The complaint, the Human Rights resolution process and the results of same shall not be subject to the grievance/arbitration process.

**ARTICLE 7
MANAGERIAL RIGHTS OF THE COMPANY**

The Company has and shall retain the exclusive right and power to manage its business and direct its working forces including, but without restricting the generality of the foregoing, the right to hire, suspend, discharge, promote, demote, and discipline any employee. The Company shall exercise the said functions in accordance with the provisions of this Collective Agreement.

**ARTICLE 8
JOB CLASSIFICATION AND WAGE RATES**

Job classification and wage rates shall be as they appear in wage schedules constituting part of this Agreement. The Company shall discuss with the Union any changes to existing job classifications and wage rates, or the introduction of new job classifications and new wage rates. Where a difference arises between the parties, the Company may introduce the new or amended job classification or wage rates; but either party may require that the difference between them be submitted directly to the arbitration process as detailed in Article 2.7 and the decision shall be binding on both parties.

**ARTICLE 9
SPECIFIC MATTERS OF AGREEMENT**

- 9.1** These matters are to be dealt with in accordance with Parts 'A', 'B', 'C', 'D' and the Union Clerical-Technical Job Evaluation Manual.
- 9.2** Where a new field of endeavour is undertaken by the Company and the employees concerned fall within the jurisdiction of the Union by virtue of Article 1, the question of whether such employees will be covered by an existing part of the Collective Agreement, an existing part of the Collective Agreement with special provisions or modifications, or a new part of the Collective Agreement will be one for joint agreement.

**ARTICLE 10
SELECTION TO VACANCIES**

- 10.1 General**
- 10.1.1** Effective April 1st 2016, no person shall be appointed to a vacancy in the PWU jurisdiction until all qualified PWU represented applicants have been selected.
- 10.1.2** If an employee is appointed to a vacancy within the PWU jurisdiction from a bargaining unit which restricts seniority in the Company to its own

membership, his/her seniority will be limited to service within the PWU bargaining unit.

10.1.3 The Company may request a waiver of Posting and/or Selection from PWU when there are medical reasons related to the employee or his/her immediate family, as verified by the Chief Physician/Manager of the Health Services Department. If the waiver request is agreed to by the Union, the employee will be appointed to the position. Such requests by the Company will not be unreasonably denied.

Employees appointed to positions, which are filled due to an agreed to waiver of posting and/or selection, will be entitled to moving expenses in accordance with the provisions of Part 'A', Item 23.0.

10.1.4 Appointments/Notification

1. If the candidate selected has already been appointed to another position, but has not yet reported to the new job, he/she shall be given the opportunity of choosing the one he/she prefers unless it is in the Company's interest that he/she accepts the first appointment.
2. On request, the Company will explain, in writing, to any unsuccessful applicant for an advertised vacancy, the reason why he/she was not selected for the position.
3. All regular full time and regular part time positions within or one level above the Union's jurisdiction will be advertised province-wide when they become vacant. Selection to be made or the vacancy cancelled within four months after the posting date of the advertisement. Transfers of successful applicants to be made or rate for the new position paid in accordance with the Promotion Rule as identified in Part A, Section 24.1, 60 days from the date of selection for the position.
4. Vacancies as set out in Article 10.5 shall not be subject to the provisions contained herein 10.1.4.7 to 10.1.4.9 inclusive.
5. One electronic copy of all posted vacancies within or one level above the PWU's jurisdiction will be forwarded to the Union as designated by Sector 3 Vice President.
6. One copy of the compiled list of applicants for all advertised vacancies will be forwarded to the Union office.
7. When a final decision has been made, the supervisor of the vacancy will ensure that:

The unsuccessful applicants who were interviewed are notified of the final decision as soon as possible. The name of the successful applicant should be given.

The successful applicant and his/her supervisor is notified.

Notify Human Resources of the name of the successful applicant for publication in the selection notices. This published list will be considered appropriate notification for those applicants who were not interviewed.

8. Similar Vacancies

When a similar vacancy occurs beyond four months following the posting date of the advertisement, it must be re-posted and considered separately.

9. Instructors and Training Technicians

Advertised vacancies for instructors and training technicians may be filled on a temporary basis. The time period shall not exceed 18 months after which the incumbent will revert to his/her regular classification and location. The position(s) will be advertised each time with the provision that an employee will not be selected for two (2) consecutive terms. The employee shall be compensated as per Part 'A' Item 17.1.1 for the position while he/she is retained in it and his/her progression in his/her original classification will not be delayed because of such temporary assignment. The number of positions in a department filled on a temporary basis will not exceed 50% of the positions filled on a regular basis.

10.1.5 The following definitions shall be used to determine an employee's entitlement to be considered for a non-supervisory vacancy:

(A) Seniority

Except as provided in Section 10.1 of this Article:

1. An employee's seniority, for purposes of selection to vacancies, shall be the service credit as defined in Part 'A', Item 5.0.
2. Service with an acquired company will be added to the employee's seniority.
3. The total service credit with the Company will be used for comparing seniority of applicants rather than service in a position, trade, or occupation.

(B) Base Weekly Income

1. The maximum base rate per classification as shown on wage schedules 20, 21, and 31.
2. The maximum base hourly rate per classification as shown on wage schedules 24, 25, 26, 27, 28, 29, 30 and 32 multiplied by 40 hours.

(C) Promotion Application

1. Where the base weekly income (maximum rate) of the advertised position is higher than the base weekly income (maximum rate) of the applicant's present position.
2. Where an employee submits an application to a position of equal rating (same base weekly income) which requires fewer normal weekly hours of work.
3. Where an employee who presently occupies a position regularly requiring or subject to shift work, applies for a position of equal rating (same base weekly income) but not regularly requiring or subject to shift work.

(D) Lateral Application

Where the maximum rate (base weekly income) of the position applied for is equal to the maximum rate of the applicant's present position and the factors identified in 10.1.5 C (2) and 10.1.5 C (3) do not exist.

(E) Demotion Application

Where the maximum rate (base weekly income) of the position applied for is lower than the maximum rate of the applicant's present position.

10.2 Supervisory Positions

1. In considering applicants for supervisory positions, primary consideration should not be given to seniority but to personal qualities such as leadership, reliability, judgment, ability to organize and instruct and an understanding and a display of the practice of good human relations. For supervisory positions, an endeavour will be made to select the most promising candidate.
2. Only those individuals satisfactorily possessing the above characteristics, as assessed by the Company, should be considered. Where practicable, applicants for supervisory positions should be interviewed by the supervisor responsible for the selection. Seniority will govern only in cases where there does not appear, in the Company's opinion, to be much difference in qualifications.

3. For the purpose of this Article, supervisory positions will include:
 - (a) Union Trades Supervisor – Level 3 and higher positions in the trades
 - (b) Clerical-technical jobs which are credited with degree 3 or higher in the Responsibility for Supervision factor of the Clerical-Technical Job Evaluation Plan.
 - (c) Supervising Meter Reader
4. The provisions of Article 10.2.(3.) above will not affect the status of incumbents for Union representation or the future posting of vacancies as they may occur.
5. Appointments to positions above the jurisdiction of the Union shall not be subject to the Grievance Procedure. However, the Company will give due consideration to representations of the Union where there is evidence of obvious irregularities or discrepancies.
6. Candidates selected to supervisory vacancies which represent a lateral or demotion in accordance with Article 10.1.5 and employed for a minimum of five years in their current work headquarters shall be entitled to moving expenses in accordance with the provisions of Part 'A', Item 23.0. Candidates selected to promotions shall be entitled to moving expenses in accordance with the provisions of Part 'A', Item 23.0.

10.3 Non-Supervisory Positions: Clerical Technical and Controller/Dispatchers

Exceptions: Positions identified in Section 10.2, 10.4 and 10.5 of this Article.

1. The Company will use all available information and determine those applicants who are qualified to fill the vacancy.

One of the requisites is the minimum years of experience as set out in the job specification. Before any consideration is given to seniority the supervisor responsible for making the selection must determine, from the list of applicants, those employees who have the qualifications to do the job satisfactorily.

A recommendation by the supervisor should then be made from the qualified employees, overall seniority being the governing factor.

An employee's experience with another company will be taken into consideration in determining his/her qualifications for a position.

10.3.1 Management reserves the right to restrict the application to a vacancy under Article 10.3 when the selection of candidates, for whom it may result in a lateral or demotion, reduces the capability in a given classification below that considered by Management as required for the effective continued operation of the sending department at a location (eg, P&C Staff at Middleport). In such situations, only those senior qualified candidates will be selected from that department at a location which will not adversely affect its effective continued operation; the remaining senior qualified candidates will be selected from other departments at a location on the same basis. Location is defined in Article 11.3.

Employees will receive written notice from his/her supervisor if their selection may be voided because they cannot be released. A copy of this written notice is to be given to the Chief Steward.

10.3.2 Transportation and Moving Expenses

Candidates selected to non-supervisory vacancies which represent a lateral or demotion in accordance with Article 10.1.5 and employed for a minimum of five years in their current work headquarters shall be entitled to moving expenses in accordance with the provisions of Part 'A', Item 23.0. Candidates selected to the promotions shall be entitled to moving expenses in accordance with the provisions of Part 'A', Item 23.0.

10.4 Non-Supervisory Positions: Trades

Selection to Trade Classifications on Wage Schedule 25 (Trade Groups 01 and 02), Wage Schedule 28, Wage Schedule 27 (Trade Group 01, 02, 07), Wage Schedule 24 (Trade Group 01, 10).

1. Senior qualified journeyman⁴ from a formally established travelling crew with three (3) or more years continuous service on the travelling crew for whom the vacancy represents an equal classification, provided that not more than 20% of the total classification complement from a travelling crew is transferred in a calendar year. In calculating the 20% attrition ratio, a transfer for purposes of this item will be defined as any employee transfer out of such travelling crew to any position within the Company. Moving expenses as defined in Part 'A', Section 23.5 will apply to such transfers.
2. Senior qualified journeyman applicant for whom the vacancy represents an equal classification.
3. Senior qualified applicant from another classification.

⁴ Defined as the qualified journeyman who has the longest tenure on their current formally established travelling crew. Tenure flows between travelling crews if employees are transferred as a result of Article 11.

4. The Union will meet with Management twice yearly to participate in the development of selection strategies of the following:
 - (I) Senior qualified journeypersons from the PWU Hiring Hall.
 - (II) Senior qualified employees from the PWU Hiring Hall who have successfully completed the Hydro One Inc./PWU Joint apprenticeship or are currently enrolled in the Hydro One Inc./PWU Joint apprenticeship. This group shall comprise 70% of the selections (rounded to the closest number of employees) under this item provided sufficient applicants are available. Selections beyond 70% require joint agreement.
 - (III) All other regular internal applicants.

Note: When selecting from (I) or (II) above, Section 18 of Appendix “A” shall apply to each group separately.

5. External applicants

10.4.1 Selection will be subject to:

- (A) The employee must be releasable in accordance with the provisions of Article 10.3.1. This does not apply to 10.4.(1.)
- (B) Employees with documented performance deficiencies or job related health limitations as identified by the Health Services Department may not be eligible for lateral considerations.

10.4.2 **Transportation and Moving Expenses**

Candidates selected to non-supervisory trades positions will not be automatically entitled to the moving and transportation expenses provided in Part ‘A’, Item 23.0. Reimbursement of any such expenses incurred by the employee, in whole or in part, shall be at Management’s discretion.

10.5 **Non-Supervisory Positions: Other Positions**

The following classifications will be selected on the following basis:

- Trades positions of journeyperson rank and lower covered by Part ‘B’ with the exception of Wage Schedule 25 (Trade Groups 01 and 02), Wage Schedule 28, Wage Schedule 27 (Trade Group 01, 02, 07), and Wage Schedule 24 (Trade Group 01, 10).
- Controller/Dispatcher Trainees
- Other jobs below Grade 55 covered by the Clerical-Technical Job Evaluation Plan.

1. Article 10.5 vacancies will be internally advertised province-wide for the same time period as other vacancies. Similar vacancies that occur within four months of the posting date of the advertisement will not require posting.
2. All employees are eligible to apply and will be given fair and objective consideration prior to hiring of applicants from outside the Company. When making appointments, seniority will not be the governing factor.
3. The senior qualified journey person applicant for whom the vacancy represents an equal classification will be selected subject to the following:
 - (I) The employee must be releasable in accordance with the provisions of Article 10.3.1.
 - (II) Employees with documented performance deficiencies or job related health limitations as identified by the Health Services Department may not be eligible for lateral considerations.
 - (III) When filled by the senior qualified applicant as per the above, the resulting backfill vacancy will be filled in accordance with provisions of paragraph 10.5.(2.)
4. Selection Priority
Selections will be made in the following order:
 - (I) Senior qualified journey person applicants for whom the vacancy is an equal classification.
 - (II) Applicants selected on the basis of fair and objective consideration.
5. Article 10.5 vacancies are different from other vacancies, hence there shall be no requirement upon the Company to apply the provisions related to posting of vacancies contained in 10.1.4. The successful applicant will be identified in the Selection Notices.

10.5.1 Transportation and Moving Expenses

Candidates selected to vacancies as per Article 10.5 will not be automatically entitled to the moving and transportation expenses provided in Part 'A', Item 23.0. Reimbursement of any such expenses incurred by the employee, in whole or in part, shall be at Management's discretion.

Candidates selected to controller/dispatcher trainee positions who have two years' service shall be entitled to moving expenses in accordance with the provisions of Part 'A', Item 23.0.

10.6 Transition Provisions

- (a) After March 31, 2002, an employee in a bargaining unit whose collective agreement has a reciprocal clause who is in receipt of a notice of termination/layoff from that bargaining unit or who has been laid off and subject to recall or who has been identified as overcomplement is eligible to apply to posted vacancies and placement opportunities in Hydro One. He/she will be given fair and objective consideration for employment before new hires. A successful applicant will transfer his/her service credit and seniority credits to the new Company. No employee hired pursuant to this Article will be entitled to any relocation or moving expenses under the provision of any Collective Agreement.
- (b) Employees in a bargaining unit who are not covered by Item 10.6 (a) may apply for posted vacancies and placement opportunities in another bargaining unit. The employer in receipt of the application has no obligation to consider the application of such employee(s) from another bargaining unit. A successful applicant will transfer his/her service and seniority credits to the new employer.
- (c) The provisions of Article 10.6 (a), and (b) have no application to any person who was not an employee of Ontario Hydro on August 31, 1998 or whenever the move to successor Collective Agreements is complete.
- (d) Any service credit restoration, as per Part A, Item 5.0, shall include service earned as an Ontario Hydro employee and service earned as an employee of any Ontario Hydro successor company.

10.7 Vacancies in Hydro One Inc. CSO/PWU Collective Agreement

- (a) *Notwithstanding the provisions of Article 10 contained in the Hydro One CSO/PWU collective agreement, PWU represented employees covered by this collective agreement are entitled to apply to positions covered by the Hydro One CSO collective agreement and they will be considered on the same basis as applicants who are covered by that collective agreement.*
- (b) *Unsuccessful applicants under this provision will be entitled to file non-selection grievances under the Hydro One CSO/PWU collective agreement governing the posted position.*
- (c) *Successful applicants will not be subject to the provisions of the assuming collective agreement until such time that they report to the new position and on the same day cease to be covered by the existing collective agreement. Transfers of successful applicants to be made or rate for the new position paid in accordance with the Promotion Rule as identified in the Hydro One CSO/PWU collective agreement, sixty (60) days from the date of selection for the position.*

- (d) *Management reserves the right to restrict the application to a vacancy under Article 10.7 when selection of candidates, for whom it may result in a lateral or demotion, reduces the capability in a given classification below that considered by Management as required for the effective continued operation of the sending department at a location. In such situations, only those senior qualified candidates will be selected from that department at a location which will not adversely affect its effective continued operation; the remaining senior qualified candidates will be selected from other departments at a location on the same basis. Location is defined in Article 11.3.*

Employees will receive written notice from his/her supervisor if their selection may be voided because they cannot be released. A copy of this written notice is to be given to the Chief Steward.

- (e) *The employer will guarantee that a reciprocal agreement between the Hydro One Inc. and Hydro One CSO will be in place prior to the implementation of Article 10.7.*
- *If the corresponding Hydro One Inc. and Hydro One CSO agreement ceases to be in effect this item will cease to be in effect.*

ARTICLE 11 SURPLUS STAFF PROCEDURE

Table of Contents

11.0	Worksite Redeployment
11.1	Surplus Staff Procedure – Sequence of Events
11.2	Application
11.3	Definitions
11.4	Occupational Group Listings (OGLs)
11.4.1	Failure to Demonstrate Qualifications
11.4.2	Expedited Grievance and Arbitration Process for Job Classification Grievances and OGL Dispute Resolution
11.5	Notice Of Termination/Layoff
11.6	Employee Elections
11.7	Failure to Complete The Form

- 11.8 Cash Out During The Notice Period
- 11.9 General
- 11.10 Senior Choice/Junior Force (Province Displacement)
 - 11.11 Displacements
 - 11.11.1 Equal Stream
 - 11.11.2 Lower Stream
 - 11.11.3 Senior Choice/Junior Force (Within Location)
 - 11.12 Displacement and Recall Rights
 - 11.12.1 Probationary Employees
 - 11.12.2 Regular Seasonal
 - 11.13 Permanent Location Closings
 - 11.14 Severance Pay
 - 11.14.1 Reduced Severance Pay on Refusing a Position
 - 11.14.2 Benefit Continuance/Tuition/Outplacement Services
- 11.15 Failure to Report To Assigned Positions
- 11.16 Selection to Vacancies
 - 11.16.1 Jurisdiction
 - 11.16.2 Selection Priority
- 11.17 Recall
- 11.18 Limitations to Turnover
- 11.19 Wage Maintenance
- 11.20 Moving Expenses

NOTE:

Appendices A & B of Article 11 form part of this Collective Agreement. Any changes to lists, including the addition or deletion of locations, worksites and work centres shall require joint agreement. Such joint agreement will be reached prior to the movement of staff.

11.0 Worksite Redeployment

This provision may be implemented and completed without activating Article 11 in total.

Employees who are over complement and must redeploy will be given the options of available sites along with the option of severance as described in Article 11.14.1 and item 2(a) below.

1. Within a worksite⁵, Management may deploy employees within equal classifications.
2. Where Management has identified an over-complement in a classification at a worksite(s) and an under-complement at another worksite(s) in an equal classification⁶, Management may deploy employees from an over-complement worksite to an under-complement worksite on a senior choice/junior force basis until either the over-complement or under-complement ceases to exist, whichever occurs first.
 - (a) A junior employee who refuses to be transferred will be subject to discipline up to and including termination. All disputes regarding the discipline and termination of an employee who refuses a transfer will be referred to *the Chief Arbitrator* for resolution on an expedited basis. An employee who is terminated for refusing a transfer under the terms of this agreement shall be eligible to receive reduced severance pay pursuant to Article 11.14.1(i) as well as Article 11.14.2 (Benefit Continuance/ Tuition/ Outplacement Services), if the proposed transfer is to a worksite that is not within a reasonable commuting distance from his/her residence.

Where an employee is terminated for refusing to transfer to a worksite which is within reasonable commuting distance from his/her residence, there is no severance or other provisions payable to such employees.

- (b) Management has the right to determine the classification(s), number of over-complement positions, number of under-complement positions and the worksite(s) that will be dealt with under each operation of this provision.
- (c) Management will provide at least **six (6)** weeks' notice to employees in the over-complement classification and worksite of the intended date of transfer by posting in the over-complement worksite(s) a notice which sets out:
 - the affected classifications;

⁵ As defined by Article 11, Appendix B

⁶ As defined by Article 11

- number of positions to be filled;
- under-complement worksite(s); and
- proposed transfer date.

Subsequent to this **six (6)** week posting employees designated for transfer will be provided with at least **six (6)** weeks' notice of their actual transfer date. In determining an employee's transfer date the company will consider the personal circumstances of the employee and the business needs of the company. A copy of this notice will be provided to the PWU Sector 3 Vice President.

- (d) Employees transferring will be entitled to moving expenses and housing assistance as set out in Part A, Item 23 except where as a result of the transfer the employee has a different work headquarters that is within a reasonable commuting distance from his/her residence.
3. Under-complement positions that remain vacant after the operation of 1 and 2(a) will be posted in accordance with the Collective Agreement.
 4. If the transfer results in a move to a lower-rated equal classification, wage maintenance as per 11.19 will apply.
 5. There will be no permanent transfers under this Article into a worksite/centre which has been identified as a worksite/centre to be closed permanently during the 18 month period following intended transfer date.
 6. Medically restricted at work (MRAW) employees who have had a special position created for them cannot be terminated for refusing a transfer under 11.0 (2). In the event that there is a closure of a worksite, the MRAW employee will transfer in accordance with this Article and where necessary be accommodated in accordance with applicable legislation.
 7. Performance Limitations: When an individual has a verifiable physical or medical limitation and is not required to be accommodated under the Human Rights legislation and which prevents him/her from performing the essential functions of a job in his/her Occupational Group Listing (OGL) into which he/she may be transferred, and which is voluntarily identified in advance of determining those to be transferred, the Company and the Union will meet to discuss this individual. It is understood that if there is no mutual agreement the Company may proceed to implement the layoff. Nothing in this Article is intended to require any employee to self-identify or to modify in any way the rights or obligations of the Company, Union or employee under the Human Rights legislation.

8. Employees on pregnancy/parental leave, or assignment outside Ontario or approved leave of absence, vacation, sick leave will be subject to this process and be required to participate as if they were in their regular position. Such employees will assume their new positions upon return and until such time the positions will be filled on a temporary basis if required by the Company.

The company will make reasonable efforts to contact personally employees on such leave but in any event such employees will be provided with written notification that the Company is initiating a worksite redeployment. The Company can only rely on the last address and telephone number provided by the employee.

9. Employees on LTD including those in a LTD funded Rehabilitation and Re-employment Program may not be subject to the provisions of Article 11.0.
10. Notwithstanding the provisions of this Article an employee who is within five years of normal retirement or within five years of eligibility for undiscounted pension when faced with worksite redeployment, with joint agreement may be given special consideration for worksite protection/preference.
11. Notwithstanding the provisions of this Article, the parties may make special arrangements for employees who are disabled to the extent that alternative employment would be difficult to find.

11.1 Surplus Staff Procedure – Sequence of Events

Prior to/in place of the implementation of the surplus staff procedure outlined below the Company will offer Cash Out to employees in a location in an over complement classification (or equal classification) to eliminate the over complement situation. Employees who elect to accept the Cash Out offer shall be eligible to receive the provisions of Article 11.8.1.

In the event that the number of employees to be issued initial notice of termination/layoff is 40 or less, the process outlined below shall be modified such that only those employees impacted as a result of the layoff or displacement process shall participate. The company will provide the PWU a listing of those employees who will receive initial notice of layoff/termination and those employees potentially impacted by the displacement process two weeks in advance.

Layoffs/Termination(s) of regular employees, as a result of the operation of Article 11.1 will be implemented a maximum of once each calendar year.

1. The Company will notify the PWU and the Job Evaluation Department of the intention to run Article 11 approximately two weeks in advance. Job challenges and Management job reviews will be frozen from the date of this notification until the announcement date of the results of Article 11.
2. All regular employees will have a completed option election form retained on their personnel file (901). Approximately one week prior to notice date, all regular full-time and regular part-time employees shall be provided with a personal information package.
3. The Company will give initial notice of termination/layoff in accordance with Article 11.5.
4. The Company will confirm to employees all information received on revised Option Election Forms.
5. Requests to correct employee base data (in item #2 above) are received by the PWU from the employee and forwarded to the Company.
6. Employees who received initial notice of termination/layoff and employees who are in an equal classification at the location shall receive priority consideration to posted vacancies which represent a lateral or demotion, commencing 8 (eight) days after initial notice has been provided.
7. After all data is collected and the Company is in a position to apply Article 11, there will be a “freeze” period during which vacancies will be held open. This period shall be for a minimum of three weeks before employee displacement rights are determined and announced by the Company. These vacancies may be filled on a temporary basis during this freeze period pending the determination and announcement of the results of the application of Article 11.
8. Employee displacement rights will be determined and those employees who will be displaced, laid off and/or terminated shall be identified. All displacements and the names of employees to be laid off or terminated will be identified “on paper” at the outset prior to implementation of any changes resulting from the announced reduction of complement.
9. The names of the employees who will be displaced, laid off and terminated shall be announced.
10. After the Company announces the results of the application of Article 11, employees displacing into another location will be identified and

worksite/centre preference will be determined by seniority on a senior choice/junior force basis.

11. The “freeze” on filling vacancies ends at the time of the announcement. During the period after the announcement and prior to the date of termination set out in the initial notice of termination/layoff, the Company, pursuant to Article 10, will post vacancies which remain unfilled after the displacement process and new vacancies as they arise. Employees faced with layoff shall be given priority consideration to such vacancies which represent a lateral or demotion over other applicants. If vacancies remain unfilled after the Article 10 process, during the period prior to the layoff fair and objective consideration for such vacancies will be given to applications from employees to be laid off.
12. The implementation of displacements, layoffs and terminations pursuant to the Article 11 process will commence on the date of termination/layoff identified in the initial notices unless extended by the Company in accordance with the *Employment Standards Act* and regulations and subject to any “reversals” which may have occurred as a result of employee terminations.

11.2 Application

- (a) This procedure applies only to the bargaining unit in this Collective Agreement.
- (b) This procedure applies to regular full-time and regular part-time employees. The displacement and recall rights of probationary employees and regular-seasonal employees are limited to those contained in 11.12.
- (c) The Company will supply the PWU Bargaining Resource Department with an accurate computerized seniority list (see note below) separated by Occupational Group Listings (OGL's) and sorted by province and locations on February 1st and August 1st and at the time the Company gives initial notice of termination/layoff under this Article.

The Company will also post a seniority list in each worksite on February 1 and August 1. The seniority list will be a single list of employees, which will include the following information (subject to revision after consultation with the Company and the PWU):

- Name/employee number
- ECD
- Base OGL
- Level

- OCC code
- Title
- Building code
- Geographic location
- Status
- Business

In the absence of a challenge in writing by the Union within thirty (30) calendar days of posting, the seniority list will be deemed to be accurate and the Union will not subsequently be able to challenge the accuracy of the list. In the event of a challenge, the parties will try to resolve any differences. If there is no agreement, either party may refer the challenge to *the Chief* Arbitrator under the expedited dispute resolution process for deciding OGL disputes.

NOTE

The computerized seniority list provided to the PWU will contain the following data:

Last Name, Initials, ECD, Occupational Code, Job Title, Schedule, Base Occupational Group Number, Grade, Location, Building Code, Payroll Number, Business Unit, Division, Department, Hours of Work, Date of Notice of Termination/Layoff, Date of Expiry of Recall, End Rate of Classification.

(d) Approximately one week prior to notice date, all regular full-time and regular part-time employees shall be provided with a personal information package containing the following:

- Name
- Employee Number
- Established Commencement Date (ECD)
- Base Building Code
- Geographic Location
- Occupation Code
- Job Title
- OGL number and level
- Current Option/Election form choices
- Blank Option/Election form
- Listing of locations (Appendix A)
- Copy of Hydro One Inc. maps

In the absence of a written challenge by the union prior to freeze date, the employee data will be deemed to be accurate and the union will not subsequently be able to challenge the accuracy of the information.

- (e) Medically Restricted at Work (MRAW) employees who have had a special position created for them cannot be displaced. In the event that there is a closure of a worksite or the special position is redundant, the MRAW employee will displace in accordance with this Article and where necessary be accommodated in accordance with applicable legislation. For purposes of Article 11 the MRAW employee will be deemed to be in the classification held immediately prior to being placed in the special position.
- (f) Performance Limitations: When an individual has a verifiable physical or medical limitation and is not required to be accommodated under the Human Rights legislation and which prevents him/her from performing the essential functions of a job in his/her Occupational Group Listing (OGL) into which he/she may be displaced, and which is voluntarily identified in advance of determination of displacement rights following notice of layoff, the Company and the Union will meet to discuss this individual. It is understood that if there is no mutual agreement the Company may proceed to implement the layoff. Nothing in this Article is intended to require any employee to self-identify or to modify in any way the rights or obligations of the Company, Union or employee under the Human Rights legislation.
- (g) Employees on pregnancy/parental leave, or assignment outside Ontario or approved leaves of absence, vacation, sick leave will be subject to this process and be required to participate as if they were in their regular position. Such employees will assume their new positions upon return and until such time the positions will be filled on a temporary basis if required by the Company.

The Company will make reasonable efforts to contact personally employees on such leave but in any event such employees will be provided with written notification that the Company has initiated lay-off procedures and that their employment status may be affected. The Company can rely on the last address and telephone number provided by the employee.

- (h) Employees on LTD including those in a LTD funded Rehabilitation and Re-Employment Program may not displace nor are they subject to displacement.
- (i) Notwithstanding the provisions of this Article an employee who is within five years of normal retirement or within five years of eligibility for undiscounted pension when faced with displacement or layoff, with joint agreement may be given special consideration for worksite protection/preference.

- (j) Notwithstanding the provisions of this Article, the parties may make special arrangements for employees who are disabled to the extent that alternative employment would be difficult to find.

11.3 Definitions

1. “Base weekly rate” and “base hourly rate” include pay equity adjustments.
2. “Classification” shall mean an employee’s trade or job title.
3. “Equal Classification” or “Equal” is a classification in an employee’s OGL where the base weekly rate or base hourly rate is the same except that:
 - (a) Some hourly rated trades have been identified as equals where most of the job duties are the same but the wage rate is different.
 - (b) For pay equity adjusted rates, equal will be deemed to be those jobs whose terminal rates meet or exceed the Step 3 rates listed on Salary Schedule 20.

Example 1: Grade 55 + PEA, equivalent to Grade 57, Step 2 = Grade 56 and can displace Grade 56 jobs under Article 11 (Grade 56 (no PEA) can also displace this Grade 55 job).

Example 2: Grade 55 + PEA, equivalent to Grade 58 Step 2 = Grade 57 and can displace Grade 57 jobs under Article 11 (Grade 57 or 56 (no PEA) can also displace this Grade 55 job).

4. Lower: Lower Classification or Lower is a classification in an employee’s OGL where the base weekly rate or base hourly rate is lower.

For pay equity adjusted rates, lower will be deemed to be those jobs whose terminal rates are lower than the Step 3 rates listed on Salary Schedule 20.

Example 1: Grade 56 (no PEA) is lower than a Grade 55 + PEA equivalent to Grade 57 Step 3.

5. “Worksite” is a place of operations as identified by building code(s) and identified in Appendix A. An employee’s worksite will be their regular work headquarters as defined in Part A, Item 18.2.
6. “Work Centre” as identified in Appendix A.

7. “Location” means a geographic area which includes worksite(s) and/or work centres. Locations are identified in Appendix A.
8. “Occupational Group List (OGL)” means a jointly agreed to list of Equal and Lower classifications into which an employee can exercise displacement rights. OGLs are equals and lowers within the appropriate job family which an employee can satisfactorily perform within a reasonable period of familiarization and orientation.
9. “Surplus Employee” is an employee who has been given notice of termination/layoff by the Company or an employee who may be displaced or who is displaced from his/her position.
10. (a) “Seniority” means the service credit as defined in Part A Section 5.0, except for the restrictions contained in Article 10.1.2.
(b) Where employees have the same seniority the employee with the highest employee number is deemed to be the more senior employee.

For purposes of determining displacements, layoffs and terminations, seniority will be calculated as of the date of the initial notice of termination/layoff. For all other purposes including subsequent layoffs, seniority will continue to accrue.

11. “Job Family” is a collection of jobs or job classifications involved in the same general nature of work.

It is recognized that some jobs straddle two (2) job families, e.g., technical-clerical. For these exceptions, jobs from both families may be included in the OGL.

The family for those jobs which do not neatly fall into one of the below will be jointly determined as required.

There are four families as listed below:

Clerical: Involving gathering, analysing, processing, recording, disseminating information or data, and/or the operation of miscellaneous office machines or equipment.

Technical: Involving the choice, application and/or manipulation of formulae, principles, techniques or natural laws in practical, mechanical or industrial arts or applied sciences.

Drafting: Involving the drawing up or preparation of plans, drawings, bills of materials, etc.

Trades/Controller/Dispatcher:

Involving skilled labour in areas such as electrician, mechanic, Regional Maintainer, labourer, controllers/dispatchers, etc.

12. “Former Classification” is defined as the position/ classification (previous occupation code) last occupied by the employee within five years of the Notice of Termination/Layoff excluding relief, acting and temporary assignments. If the previous occupation code has been obsoleted and replaced by a new code, the new code and the old code will be deemed to be one and the same code for the purposes of determining former classification.

11.4 Occupational Group Listings (OGLs)

1. For a job to be included in an OGL, it must be a job which can be satisfactorily performed by the average employee in the surplus classification within a reasonable period of familiarization and orientation. This period will vary depending on the complexity of the job.
2. All existing jobs are placed in OGLs. OGLs shall be part of this agreement but shall be published in a separate publication.
3. New OGLs shall be jointly developed for new jobs or for existing jobs which have materially changed or for jobs which have the wage rate adjusted. If the parties cannot agree on an OGL, the dispute will be referred to *the Chief* Arbitrator for resolution in accordance with Article 11.4.2.

11.4.1 Failure to Demonstrate Qualifications

Once an employee displaces into a position in an OGL, the employee must be able to demonstrate an acceptable level of performance within a reasonable period of familiarization and orientation. Failure to achieve an acceptable level of performance in this time will result in layoff with severance as per 11.14 and recall rights to their pre-displacement classification.

11.4.2 Expedited Grievance and Arbitration Process for Job Classification Grievances and OGL Dispute Resolution

If the parties cannot agree on an OGL the disputes will be referred to *the Chief* Arbitrator for resolution as per Article 2.7 Dispute Resolution – Article 8, Plan B and OGL Process.

1. In the event of any lay-off, it is the parties’ intention that best efforts will be used to resolve outstanding disputes before the beginning of the “freeze” period which precedes the announcement of displacement

rights and the expedited procedure established herein will be used for this purpose. Where possible, priority shall be given to those disputes which could have an influence on classifications which may be affected by the proposed layoff. However, any unresolved disputes will not stop the Company from implementing any terminations/layoffs.

11.5 Notice of Termination/Layoff

1. The Company will give initial notice of termination/layoff to the most junior employees in a classification in a worksite. Employees who receive initial notice of termination/layoff shall also receive cash-out information, selection priority information, and personal OGL information. Notices listing those employees receiving initial notice of termination will be posted at all Company worksites/centres. Pursuant to the terms of this Article, employees receiving such notice will be permitted to take another position in the Company as a result of which some other person either loses his/her position and is permitted to take another position or loses his/her employment. Such notice shall be deemed to be notice of termination to all affected employees including to those employees who may be displaced and to those employees whose employment is terminated or who are laid off.
2. Employees receiving initial notice of termination/layoff will be provided with two (2) months' notice of termination/layoff. An employee who has been given notice of termination/layoff may be given temporary work following the date of termination in accordance with the *Employment Standards Act* and regulations.
3. When an employee is given notice of termination/layoff the Company will notify the Union office and Chief Stewards within three working days from the date the employee is notified. The Union will be responsible for keeping the Company advised of the names of all Chief Stewards.

11.6 Employee Elections

1. All employees will be required to supply the Company, by a date determined by the Company, with information necessary to enable the Company to make decisions relating to employee displacements in Locations, and the Province. This information will be provided by employees on the Option/Election Form and a Location Preference Ranking Form, both of which are computer readable. The employees will rank all locations outside of their own in order of preference on the Location Preference Ranking form.
2. The information provided by the employee on the forms will amount to a decision by each employee, unless amended as set out in 11.6(4).

The Company will be entitled to rely on this information for purposes of applying the provisions of Article 11.

3. In addition to providing other information requested on the Forms provided, employees shall elect to be placed into positions in their OGLs in one of two streams, either the Equal Stream or the Lower Stream. The employee may also elect to displace outside his/her OGL pursuant to 11.11.1(2) by supplying the required information.
4. Each employee will ensure the Company has an updated option election form, to be maintained in his/her personnel file. When the Company initiates a layoff of employees under this Article, employees will have the opportunity to amend the option election form. Revisions to the option election form must be received prior to freeze date. The employee will be provided with a written confirmation of the information provided (refer to Article 11.1). If there is no request to amend by the employee by freeze date, the information contained in the confirmation shall be deemed accurate for all purposes.

11.7 Failure to Complete the Form

Any employee failing to supply the information requested on the forms, who receives initial notice of termination/layoff or is displaced, will be deemed to have chosen a lower classification in his/her Location and will not be entitled to displace into an equal or lower classification in the Province regardless of seniority. If there is no position in a lower classification in the Location into which he/she can displace, the employee will be laid off with recall or severance rights as per 11.14.

11.8 Cash Out During the Notice Period

1. Where a reduction in complement is to take place in a classification in a Location, all employees in that classification (or in an equal classification) in that Location may notify the Company of their desire to resign from the Company during the notice period. Upon request by an employee, the Company will provide relevant pension and benefit information to enable him/her to make an informed decision prior to being required to give notice of his/her intention to cash out during the notice period. Written notification by the employee of his/her desire to resign must be given within 7 days of receipt of the notice of termination/layoff. From the total number of eligible employees who indicate that they wish to resign, the Company will accept on a seniority basis a number from the classification (or an equal classification) equal to the number of surplus employees in the classification in that Location. Those employees accepted must resign and will receive:
 - (i) severance pay as per Article 11.14; and,

- (ii) base pay from the employee's date of resignation to the end of the two (2) month notice period provided in the notice of termination/layoff, plus a lump sum payment (in lieu of notice) equal to three (3) months base pay (total = 21 weeks).
(For employees who resign within the seven (7) day period and whose resignation is accepted, the payment will be five (5) months pay.)

The maximum number of weeks payable (i + ii) shall be 104.

2. Where the number of eligible employees who have resigned in the 7 day period is less than the number of surplus employees in a classification in the Location, additional resignations will be accepted on a first come basis from employees in that classification (or in an equal classification) until the freeze period commences or until the resignations from eligible employees equal the number of surplus employees in the classification in the Location. The resignation by the employee must be in writing in order to be accepted by the Company.
3. Employees who resign with cash out may not be from the worksite/centres or the actual classification with the surplus and a temporary deployment of employees to other worksite/centres within the location may be required to balance the complement.

To achieve this balance between worksite/centres the most senior employee who is prepared to accept the transfer and who is in the classification or an equal classification in which there is an overcomplement, and is at the worksite/centre from which an employee is to be transferred will be selected to the position. In the absence of senior volunteers, the most junior employee in the classification or an equal classification will be transferred to the position.

11.9 General

1. All employees work at a worksite or work centre in a Location.
2. Each employee shall have the responsibility to notify the Company of his/her current address and telephone number and any subsequent change. The Company shall be entitled to rely on the last address and telephone number furnished by the employee for all purposes.
3. Grievances under this agreement or a predecessor agreement which have not been resolved before the commencement of the freeze period do not affect the Company's right to layoff pursuant to Article 11.
4. At least two weeks before the determination of employee rights and the announcement of the results of the application of Article 11, a freeze

period shall be implemented wherein all vacancies shall be held and filled temporarily where necessary. This freeze on filling vacancies shall end when the results of the application of Article 11 are announced.

11.10 Senior Choice/Junior Force (Province Displacement)

The principle of “senior choice/junior force” is designed to allow senior employees to have Location preference where it is available. Employees who can be displaced in a Location, in the Province are always the most junior employees in the classification into which the more senior employee can displace.

Therefore, the Locations in which the most junior employees in a classification are employed are the Locations which are available to more senior employees who may wish to exercise displacement rights out of one Location and into another in the Province. Where there are junior employees in Locations who may be displaced, senior employees will be given Location preference to the extent possible. However, the Company will assign an employee to an available position to a location in the Province where the employee’s preference is not accommodated (i.e., he/she can be forced to accept a particular Location).

11.11 Displacements

- (a) Subject only to the provisions of paragraph 11.11.1 (2), an employee can only displace another employee of less seniority in classifications within his/her occupational group list.

Regular-Seasonal and Temporary positions and Agency employees are also displacement opportunities for regular employees in the absence of any regular positions.

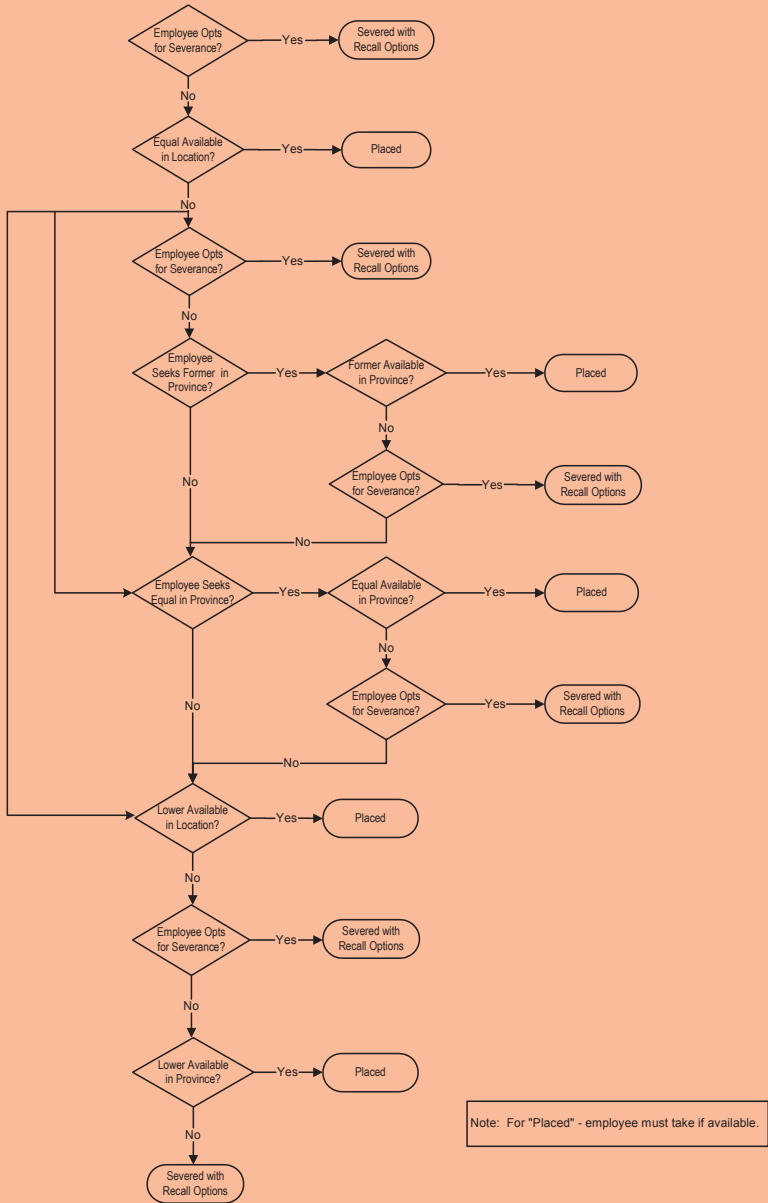
- (b) A regular full time employee may elect, in advance on the Option/Election Form, to decline all available regular part time positions. A regular part time employee may elect in advance, on the Option/Election Form to decline all available full time regular positions. The employee must indicate his/her choice on the election option form failing which the employee will be deemed to have chosen to displace into both regular full time or regular part time positions.

Each employee must indicate his/her status (i.e., regular full-time or regular part-time) on the Option/Election Form. The employee’s designation must be accurate. The employer will confirm the designation.

- (c) When an occupational group has more than one classification at the same level, the least senior employee shall be the most junior among all of the classifications at that level.
- (d) A vacancy within an employee's OGL is deemed to be the junior equal (see process in 11.11.1 below) or lower, (see process in 11.11.2 below) in all applications of the displacement process.
- (e) Displacements shall be on a senior choice, junior force basis.
- (f) Apprentices or Trainees are granted displacement rights into the classifications listed in the OGL of his/her terminal rated classification. An Apprentice or Trainee can displace a junior employee within his/her OGL including a Journeyperson. If an Apprentice or Trainee displaces a Journeyperson in an equal classification, the apprentice or Trainee will continue in the apprenticeship program and will be paid as per their progression schedule.
- (g) Seniority rights outside the Location are only exercisable in the Province by employees with seniority of two (2) years or more.

Article 11 Displacement Flowchart

(This chart shall be read in conjunction with the text of the Collective Agreement).



Note: For "Placed" - employee must take if available.

11.11.1 Equal Stream

1. At the location an employee must displace the least senior employee in an equal classification. Refusal to accept results in termination of employment. If no position is available, then;
2. Where an employee has so elected on the Option/Election Form, he/she must displace the most junior employee with less seniority in the Province in the employee's former classification provided the employee was in the classification within five years of the date the notice of termination/layoff was issued pursuant to 11.5. Failure to accept results in termination of employment. If no position is available, then;
3. The employee will move to the "Lower Stream", or, if eligible, the surplus employee who has elected to displace in an equal classification in the Province must displace the most junior employee with less seniority in the Province. Refusal to accept results in termination of employment. If no position is available, then;
4. The employee will move to the "Lower Stream".

11.11.2 Lower Stream

1. An employee who has elected to displace in the Lower Stream must displace the least senior employee in an equal classification in the Location. Refusal to accept results in termination of employment. If no position is available, then;
2. An employee who has elected to displace into a lower classification and an employee not placed in the Equal Stream must displace the most junior employee with less seniority in next lower classification in his/her Location. If no position is available, then the employee will go to lower classifications in descending order in his/her Location until placed. Refusal to accept results in termination of employment. If no position is available, then;
3. An employee who has elected to displace into a lower classification must displace the most junior employee with less seniority in next lower classification in the Province. If no position available then the employee will go to lower classifications in the Province in descending order until placed. Refusal to accept results in termination of employment. If no position is available, then;
4. The employee is laid-off with recall rights.

11.11.3 Senior Choice/Junior Force (Within Location)

After the Company announces the results of the application of Article 11, employees displacing into another location will be identified and worksite/centre preference will be determined by seniority on a senior choice/junior force basis.

Employees displacing into a location will be given worksite/centre preference within the location to the extent possible on a seniority basis. Where there is more than one (1) employee displacing into a classification in a location, the principle of senior choice junior force will be applied to displace the most junior employees in the classification in the worksites/centres. In the absence of senior volunteers, the most junior employee in the classification will be transferred to the position.

11.12 Displacement and Recall Rights

The following sets out in full, the displacement, recall and severance rights, if any, for Probationary and Regular-Seasonal.

11.12.1 Probationary Employees

1. A probationary employee will displace the junior employee of lesser seniority in the next lower classifications in their OGL in descending order within his/her worksite/centre.
2. If 1. is not available, a probationary employee can displace a temporary employee in an equal or lower classification in his/her occupational group within his/her worksite/centre.
3. If 2. is not available, a probationary employee can displace an agency employee in an equal or lower classification in his/her occupational group within his/her line of business in head office or within his/her worksite/centre outside of head office.
4. If 3. is not possible, employment is terminated.
5. Probationary employees shall not be entitled to recall rights or severance pay.

11.12.2 Regular Seasonal

1. A Regular Seasonal employee can displace a temporary employee in an equal or lower classification in his/her occupational group within his/her worksite/centre.
2. If 1. above is not available, a regular seasonal employee can displace an agency employee in an equal or lower classification in his/her occupational group within his/her worksite/centre.

3. If 2. above is not available, employment is terminated.
4. Regular seasonal employees shall be entitled to recall to temporary positions for a period of three years from the date of last termination.
5. A regular seasonal employee shall be entitled to recall to their Location, provided they have at least 24 months accumulated service.
6. To be recalled the employee must have filed a written request with the Company prior to March 1 of each year.
7. A person who is recalled by the Company shall be personally contacted when possible. Failing this contact a recall notice shall be forwarded by registered mail addressed to the last known address that he/she has recorded with his/her human resources manager. They shall be obliged to advise his/her supervisor of his/her intention to return to work within three working days and shall be available for work within five working days after receipt of recall notice.
 - (a) Except in case of sickness, failure to be available for work within five days of issuance of the recall notice shall make him/her ineligible for any further recall.
 - (b) It shall be the person's sole responsibility to inform the Union and the personnel manager in writing of any change of address. The Union will be notified in writing when persons are recalled to vacancies.
8. The Company shall notify the employee in writing at time of termination of the recall procedure. If the employee is not considered suitable for recall they shall be notified in writing and a copy of this letter shall be given to the employee's Chief Steward. Upon request the Company will provide the employee with the reasons why they are not considered suitable for recall.
9. The Company may hire a temporary employee for a period not exceeding one month without using this recall procedure.
10. Summer students both secondary and post secondary levels have no rights to this recall procedure.
11. A Recall List from each work Location for regular-seasonal employees shall be provided to the Chief Steward concerned.
12. Regular seasonal employees shall not be entitled to severance pay except in the case of permanent layoff. When permanently laid off severance pay will be calculated on actual time worked.

11.13 Permanent Location Closings

There will be no permanent displacements or moves into a worksite/centre which has been identified as a worksite/centre to be closed permanently during the 18 month period following notice of layoff/termination.

11.14 Severance Pay

Except as set out in 11.14.1, employees eligible for severance under Article 11 will receive the following:

- (a) An employee receiving severance pay waives any other rights under Article 11.
- (b) An employee may direct all or a portion of his/her payment into an RRSP up to the amount permitted by law. The employee shall provide the Company with the TD2 Form directing the payment into his/her RRSP.
- (c) An employee entitled to severance pay under 11.14 may elect to take a lump sum severance payment, or severance may be divided into two (2) equal instalments, the first on the date of termination and the second on or about January 15 of the following year, subject to statutory deductions, as follows:
 - (i) 4 weeks' base pay per year of service up to a maximum of 104 weeks' base pay (payments for incomplete years of service will be pro-rated).
- (d) For purposes of clarification at any time during the three (3) year recall period, a laid off employee may opt for his/her full severance entitlement, once this election is made all recall rights will cease.
- (e) For regular part-time employees severance payments shall be pro-rated.

11.14.1 Reduced Severance Pay on Refusing a Position

1. An employee who refuses to accept a position under Article 11.11.1 or 11.11.2 (except in 2. below) will be terminated and is disqualified from receiving severance pay under Article 11.14 and shall have no recall rights under Article 11.17. Such employees may elect to take a lump sum severance payment, or severance may be divided into two (2) equal instalments, the first on the date of termination and the second on or about January 15 of the following year, subject to statutory deductions as follows:

- (i) two weeks' base pay per year of service up to a maximum of 52 weeks' base pay (payments for incomplete years of service will be pro-rated).
2. In cases where an employee refuses to accept a position where the new classification provides either a reduction of base wages of two (2) or more salary grades for job evaluated positions or in excess of 10% for others, the employee will receive severance pay pursuant to 11.14.
3. An employee may direct all or a portion of his/her payment into an RRSP up to the amount permitted by law. The employee shall provide the Company with the TD2 Form directing the payment into his/her RRSP.
4. For regular part time employees severance payments shall be pro-rated.

11.14.2 Benefit Continuance/Tuition/Outplacement Services

A surplus employee who takes severance pay and terminates his/her employment is entitled to:

- i) coverage under the Company's Health and Dental Plan for a period of six (6) months from the date of termination of employment or until the commencement of alternate employment whichever occurs first;
- ii) reimbursement for tuition fees and other associated expenses up to a maximum of \$5000.00 upon production of receipts from an approved educational program within 12 months of his/her termination;
- iii) outplacement services; the Company will determine the level of service and the service provider.

11.15 Failure to Report to Assigned Positions

In the event that an employee declines an assigned position and is terminated, or does not displace into a job occupied by another employee, or terminates after displacing another employee, the Company may reverse the displacement and leave the employee who would have been displaced in his/her job or return the displaced employee to his/her job. In all instances as described above the terminating employee will be entitled to severance pay in accordance with the appropriate sections of this Article.

Any vacancy which results from such a reversal will be filled by moving the previous incumbent back to his/her job. In other words, the chain of bumps (i.e., the displacement thread) caused by the initial reversal will be reversed except in circumstances set out below.

Where an employee has relied to his/her detriment on the announced relocation, and would be prejudiced by revocation of the displacement, the employee will not revert to his/her original position. Where the Company would be prejudiced, the employee will not revert to his/her original position even if the employee does not object.

The declining of an assignment will not require the Company to re-do the Article 11 process.

11.16 Selection to Vacancies

Between the end of the 7 day cash out window and freeze date and after the end of the freeze period all positions which remain unfilled and any new vacancies which arise shall be posted under Article 10. During the period after the end of the 7 day cash out window and before freeze date and after freeze date but before announcement of results, priority consideration for vacancies which represent a lateral or demotion will be given to surplus employees and to those employees who are in an equal classification (to the over-complement employee) in the location. After announcement of results and before layoff occurs applications from employees who are to be laid off shall be given fair and objective consideration for vacancies. Employees who, prior to being laid off, applied for vacancies continue to be entitled to fair and objective consideration for those vacancies after lay-off. If selected to a vacancy posted prior to the date of layoff, the employee is eligible for moving expenses under Article 11. Among successful applicants seniority shall govern selection where all other factors are relatively equal.

11.16.1 Jurisdiction

No person outside the Union's jurisdiction will be selected to a vacancy commencing with the issuance of the notice of termination/layoff pursuant to 11.5 until:

- (i) All qualified PWU members are selected, including persons on the recall list, and,
- (ii) All PWU applicants entitled to fair and objective consideration are selected pursuant to 11.16.

11.16.2 Selection Priority

The following applies for equal and lower-rated vacancies.

Each category will be considered independently and in the order indicated:

- (i) Surplus employees and those employees in an equal classification to the surplus employee at the location where the surplus exists.
- (ii) As per Article 10.

11.17 Recall

1. Laid off employees who do not receive severance payments shall have recall rights.
2. Employees who are laid off will be entitled to recall to classifications in their OGL for a period of three (3) years from the date of his/her layoff. Recall lists will be maintained province wide.

If a person is recalled within one year of the date he/she was laid off, entitlement to vacation credit, seniority, and sick leave credits shall be the same entitlement as on the day of termination less any vacation allowance received at termination.

If a person is recalled during the second or third year after layoff, he/she shall be treated as a new employee for all purposes. Service credit will be restored in accordance with Part A, Item 5.3.

Reinstatement in the pension plan shall be in accordance with the pension regulations.

3. A person who is recalled shall be personally contacted by the Company where possible. Failing this contact, a recall notice shall be forwarded by registered mail addressed to the last known address that he/she has recorded with his/her Human Resources Manager. They shall be obliged to advise his/her supervisor of the intention to return to work within five (5) working days and shall be available for work within ten (10) working days after receipt of the recall notice.

NOTE

- (i) It shall be the employee's sole responsibility to inform the Union and the Human Resources Manager in writing of any change of address. The Union will be notified in writing when employees are recalled to vacancies.
 - (ii) Except in the case of sickness, failure to be available for work within ten (10) days after the receipt of recall notice shall make him/her ineligible for any further recall.
4. Except as noted later in this paragraph, if an employee refuses recall to a regular full time equal position or lower position at the location level he/she will be removed from the recall list and be entitled to reduced severance pay in accordance with 11.14.1. In cases where an employee refuses to accept recall to a position where the new classification provides either a reduction of base wages of two (2) or more salary

grades for job evaluated positions or in excess of 10% for others, the employee will remain on the recall list. Refusal to accept recall to any position outside the Location will not result in loss of recall rights.

5. At any time during the three (3) year recall period, a laid off employee may opt for his/her full severance pay entitlement. Once this election is made all recall rights will cease.
6. If at the end of the three (3) year recall period an employee has not been recalled or has not elected to receive severance pay, he/she will automatically receive the full severance pay entitlement.
7. An employee who is laid off and does not elect to accept severance payment shall be entitled to receive:
 - i) coverage under the Company's Health and Dental Plan for a period of six (6) months from the date of commencement of layoff or until the commencement of alternate employment whichever occurs first; and
 - ii) reimbursement for tuition fees and other associated expenses up to a maximum of \$5000.00 upon production of receipts from an approved educational programme within 12 months of his/her layoff; and
 - iii) outplacement services; the Company will determine the level of service and the service provider.
8. Persons on the recall list will be recalled for vacancies contained in their OGL's which are posted as per Article 10 and 11.16 prior to the selection of candidates to whom they are senior.
9. People on recall will have the first priority on a seniority basis for temporary positions in their OGL arising at their location which were not filled by any displacements. Where such a temporary position also represents a recall opportunity for a regular seasonal, the position will be offered on seniority.

11.18 Limitations to Turnover

- (a) A maximum of 51 percent (51%) of employees in a classification in a worksite/centre may be displaced during one single application of Article 11. Where there is only one employee in the classification in the site/centre he/she may be displaced.

Subject to operating exigencies for the purposes of this item, all classifications of controller/dispatcher/trainees at a worksite/workcentre will be deemed to be in equal classification.

- (b) The limitation to turnover (51%) will apply to all personnel within a classification within a worksite/centre regardless of assignment to day work or shift work.
- (c) Where employees displace to vacant positions such vacancies will not be counted as part of the percentages applied to limitation to turnover.

11.19 Wage Maintenance

When an employee displaces another employee and is reclassified to a lower-rated position, or when an employee is selected to a lower rated vacancy pursuant to 11.16 they will receive wage maintenance. His/her wage rate will be adjusted downward in accordance with the following:

- (i) Employees with two or more years' service will have their rate frozen for a period of three months at which time a two percent (2%) reduction in rate will take place. Subsequent reductions of two percent will take place annually thereafter until the maximum rate for the lower rated job is reached.
- (ii) Employees with less than two years' service will have their rate frozen for a period of three months, after which time their rate will be adjusted to the maximum rate for the new job.

11.20 Moving Expenses

Notwithstanding Part A, Item 23 the Company will not be required to pay the moving expenses of an employee householder who displaces another employee or is selected to a vacancy and as a result has a different regular work headquarters which is within reasonable commuting distance from his/her residence. Where an employee is entitled to receive moving expenses, the amount of expenses will be in accordance with Part A, Item 23. Such moves will be treated as Company-initiated moves.

Except as is provided for in 11.16, the Company will not be required to pay moving costs of an employee who is recalled from layoff.

ARTICLE 12 PURCHASED SERVICES AGREEMENT

12.0 Scope

This Article has been developed jointly in a spirit of co-operation and trust. It is intended to provide a joint approach to making good business decisions

which involve the use of purchased services. Its application calls for these decisions to be made in the same spirit of co-operation and trust.

What follows is based upon the belief that there is a value and benefit to the employee, the co-operation and the customer if:

- There is a greater involvement by employees in the decision-making process.
- There is an improved understanding as to why purchased services are used.
- Employment security is enhanced by a productive, healthy, and cost effective organization.
- Union and Management work together and act responsibly, balancing the interests of the customer, the Company and the employee in decisions relating to the use of purchased services.

This is a way of deciding how work gets done. It is not intended to hinder getting work done.

12.1 Assignment Of Work

12.1.1 Philosophy

It is the Company's intent to use regular staff to perform most of its work of a continuing nature. Furthermore, the Company will strive to provide regular staff with stability of employment.

The parties agree that a consistent, managed and joint approach to the assignment of work within the Company is necessary to provide security for employees, a more effective, productive organization and an excellent product for the customer.

12.1.2 Principles

The following principles apply to the relationship between the Company and the Union and the work performed by Union members.

- (a) We will within the Company have all work conducted as effectively as possible.
- (b) We will measure the effectiveness of all work by its impact on staff, on the business and by its ultimate impact on our customers.
- (c) We will do most work of a continuing nature with Company employees.

- (d) We will determine when work is to be done by non-PWU members through a joint decision making process and the results of these decisions will be a joint responsibility.
- (e) We will ensure that the impact of these decisions on continuous employment is minimized.
- (f) We will use a team and consensus approach when making decisions and any issues arising will be resolved internally where possible.
- (g) We will consult and make timely decisions consistent with the need to get work done.
- (h) We will develop, implement and continue a joint process of communications and education.
- (i) We will achieve consistency through the use of these principles versus policy and procedure.

12.2 Decision Process (See Mid-Term Agreement MT-50-2 also)

12.2.1 Responsibility for Decisions

The persons who are responsible for applying the decision process are the Company representative with the appropriate decision authority and the Union representative designated by the Sector Vice President. It is recognized that a given decision may require the involvement of more than these two persons.

Subject to 12.2.6 and 12.3.2(c) below, decisions to use purchased services will be made on a consensus basis. Both parties must consider all relevant criteria with the mutual goal of selecting the most effective option.

The decision makers are responsible for making timely decisions and for the decision itself.

12.2.2 Opportunity

The parties recognize that work may be done more effectively internally or externally. Opportunities for the application of this Article to new or existing work can be initiated by Management and/or the Union. It is intended that joint discussion should commence as soon as possible and before detailed definition of the need to have new or existing work done by purchased services.

12.2.3 Definition of Need

The parties will consider what work must be done and why and include such dimensions as when it must commence and the duration of the work; the

quantity of resources required; the quality of the results; the skills required and their availability internally and externally; and safety requirements.

12.2.4 Alternatives

The parties will consider such alternatives as, do the work internally; do part of the work internally and part externally; do the work externally and agree to acquire capability to do the work internally in future; or do the work externally.

12.2.5 Evaluation

The parties will evaluate the alternatives considering the impact on the customer, employees and the business. Such criteria as reliability of service to the customer, customer responsiveness, community impact, Company relations impact, job continuity, ability to perform work, degree of overtime required for the work, availability of resources, cost, timeliness, quality, need for control over results, safety and impact on environment will be assessed.

The total effectiveness of the alternatives will be evaluated considering both the short and long-term impacts. In given situations, certain criteria may be given a greater or lesser degree of importance.

12.2.6 Establishment of Thresholds

The establishment of the threshold is designed to remove from the process on a case by case basis certain issues relating to purchased services. The threshold will operate in such a way as to allow flexibility in local decision making. Any decisions regarding what is below the threshold will be non-precedent setting.

If there is a dispute with the union on whether the proposed purchased service is permitted by the threshold and there is no consensus, and if it makes sense in the circumstances the dispute will be resolved before the purchased service occurs. Lack of agreement on obtaining an advance resolution will not preclude the work from being performed, neither will it preclude the matter from being resolved under the 12.2.7 process.

The guidelines to determine whether a purchased service is below the threshold are as follows:

- subject matter lacking in substance; or
- any consequences are relatively insignificant; or
- where the nature or consequences of the work which represents a purchased service is remote from work currently performed by the PWU on a continuing basis. For purposes of clarity, this does not mean geographically remote; or
- emergencies; or

- any work performed under a manufacturer’s warranty, except where the manufacturer authorized the Company to do the work.

Except in the case of an emergency, failure by the Company to supply the Union with the following information by fax or as otherwise agreed will result in the work in question being deemed to be above threshold. (In the case of emergency such decisions to use purchased services will be subject to the same information requirements, review and dispute resolution as non-emergency cases).

The Company will notify the Union of the:

- Value of Work as reflected in Tender/Contract/Bid or Estimate Documents
- Scope of the Work
- Location of Work
- Estimated Date of Commencement and Duration of the Work

Except in the case of emergency, after receipt of the above information regarding the work the union shall have three (3) working days to request an opportunity to discuss the proposed purchased service, failing which the proposed purchased service will be deemed to be below threshold.

The parties will make themselves available for discussion within three (3) working days of the request for a discussion.

Upon request, once the work has been performed the Company will provide the Union with the details of the final contract costs.

- (a) Threshold grievances will be completed by the Chief Steward responsible for the PSA and presented to the line Management person responsible for the work in question.
- (b) Line Management must respond in writing to the grievance citing its position within 48 hours (as is required with all other grievances). Both parties should endeavour locally to complete a Record of Discussion form or an agreed statement of fact sheet.
- (c) The PWU office will assign a grievance number. Copies of the completed grievance and associated fact sheets or Records of Discussion forms should be sent to the PWU office and Labour Relations – Corporate Human Resources.
- (d) Grievances will be referred to Arbitration and scheduled through joint agreement between Labour Relations – Corporate Human Resources and the PWU office.

- (e) If it makes sense to do so, local discussions may take place with a view to resolving the threshold grievance up to the arbitration date.

12.2.7 Dispute Resolution Process

- (a) *The Chief Arbitrator* shall be appointed as Facilitator to assist the parties to resolve all issues of application and interpretation of this Article with the power and authority of an arbitrator under the *Ontario Labour Relations Act* but not subject to the Arbitrators' Act.
- (b) Any dispute between the parties relating to whether this Article applies to any decision to use purchased services or if a purchased service falls within the categories set out in 12.2.6 will be determined in an expedited manner by the facilitator whose decision shall be final and binding.
- (c) The Union will not be prejudiced in any subsequent case by a particular purchase of services. Similarly, the Company will not be prejudiced by any decision not to purchase services. This applies to all cases including threshold cases.

12.3 Joint Resolution Committee

12.3.1 Purpose

The purpose of this Joint Committee is to resolve disagreements, on a consensus basis in a timely and expeditious manner, as to whether proposed purchased services which are above threshold above may proceed. In its deliberations, the committee will consider the factors in items 12.0, 12.1 and 12.2.

Prior to a meeting of the Joint Committee, the Company will provide the Union with the following information related to the proposed PSA:

- copies of the Tender or Request for Proposal documents, if there are any;
- an accurate description of the work which is the subject of the proposed PSA;
- accurate details on bids e.g., price, scope of the work as set forth in the bid;
- a full cost benefit analysis including incremental costs but excluding overhead costs which would be incurred.

12.3.2 Membership

The membership of the Joint Committee shall be as follows:

- (a) The *Chief Arbitrator* who shall act as Chairperson;

- (b) One Management and one union representative plus additional resources as required.
- (c) In the event of the parties not being able to reach a consensus decision the facilitator will have the power to make decisions. *The Chief Arbitrator* will have the authority to make such orders as he deems appropriate to give full affect to his decision(s) and to deal with any consequences his decision(s) might have in the workplace.
- (d) Where either party wishes to proceed with a Purchased Services discussion which is above threshold, the parties will endeavour to complete discussion within 10 days of notice to the union in the prescribed form and that full resolution, including review by the JRC, will occur within 30 days of notification.

12.4 Application of This Article

12.4.1 The parties will jointly develop and maintain an operating plan consistent with the provisions of this Article. Such plans will be approved by the appropriate Company official and the Power Workers' Union Vice President. Failure to jointly develop an operating plan will not adversely affect either party's rights under the provisions of this Article.

These operational plans will include:

- An approach for the development and delivery of joint training of decision makers
- An identification of the type of contracts that are not subject to an in-depth review.
- A guideline for a time table on how often contracts of a recurring nature must be reviewed under this Article.
- A process for joint review of potential contracts which involve work normally performed by PWU represented employees and other stakeholders.
- A process and a time frame for decision making.
- An internal process for dispute resolution.

12.4.2 Management and Union representatives may choose to jointly review the application of their operating plan and determine the need for changes at any time over the life of this agreement.

12.4.3 Until March 31, 2015, Article 13, Article 14, Mid-Term Agreement MT-12 Contracting Out, MT-21, MT-21 Appendix A, and Mid-Term Agreement MT-14 Future Agency Employees are suspended. Item 12.1 of this Article will apply to decisions regarding the use of agency employees.

ARTICLE 12 – APPENDIX A

The provisions in this Appendix and Article 12.3.2 (c) are to be applied to those situations where employees are given surplus status as a result of a joint or arbitrated decision to use purchased services to do the work normally performed by the affected employees. The definitions contained in Articles 10 and 11 will also apply to this Appendix.

1.0 Joint Employment Security Committee

The function of the Joint Employment Security Committee is to resolve disputes regarding the appropriate application of this Appendix.

The committee will consist of six regular members, three representing the Union and three representing the Company. Two additional members from each party may be added from a work unit affected by the surplus situation under consideration. Meetings may be called by either party.

In all disputes referred to the committee for settlement, the committee's decision will be final and binding on both parties.

In the event that the Joint Employment Security Committee is unable to resolve a dispute, it will be referred to *the Chief Arbitrator*. The intention of both parties is to have a speedy resolution of the dispute. Verbal decisions which will be confirmed by a written decision will be acceptable and all decisions are final and binding on both parties.

2.0 Employment Security

The provisions of this Appendix will apply to a regular employee with two (2) or more years' seniority who becomes surplus from his/her position as a result of contracting out the work normally performed by that employee. The effect of decisions to use purchased services on PWU members will be minimized by accommodating required staff reductions wherever possible by attrition, transfer to other jobs or retraining. Redeployment/career counselling will be made available to affected staff when they are notified of their surplus status. Training and career options will be discussed and incorporated into the redeployment plan. Reasonable training and educational leave will be applied as appropriate. The provisions of this Article will not apply to regular-seasonal employees. The definitions contained in Articles 10 and 11 will also apply to this Appendix.

For the purposes of determining if the employee has sufficient seniority to qualify for this Appendix, his/her seniority will be counted up to the surplus date.

2.1 Surplus Identification

When a decision to contract out results in a surplus in a classification in any work site the least senior employee in that classification in the work site shall be identified as surplus. Such employees will be able to apply for vacancies as per Article 10.

2.1.2 If an employee with five (5) or more years seniority has not been selected to a vacancy within one (1) year after the surplus date, or an employee with two (2) years but less than five (5) years' seniority has not been selected to a vacancy within sixteen (16) weeks after the surplus date, he/she will be given displacement rights as contained in Article 11 and all other terms and conditions of Article 11 will apply. At this time all other provisions of Appendix A will cease to apply.

2.1.3 The one (1) year period for employees with five or more years' seniority and the sixteen week period for employees with two or more but less than five years' seniority is designed to allow employees not selected to vacancies to avail themselves of the retraining and reskilling opportunities outlined in 2.0 prior to any displacement as per Article 11.

2.2 Wage and Salary Treatment

2.2.1 Seniority – Five Years or More

The employee's grade and progression step shall be maintained and negotiated increases shall apply for one (1) year from the surplus date regardless of placement. If the employee accepts a vacancy in a lower-rated classification his/her dollar rate shall be frozen at the end of the one (1) year until the rate for the classification equals the employee's dollar rate, at which time the normal wage and salary treatment shall apply.

2.2.2 Seniority – Two Years – Less than Five Years

The employee's grade and progression step shall be maintained and negotiated increases shall apply for sixteen (16) weeks from the surplus date regardless of placement. If the employee accepts a vacancy in a lower-rated classification his/her dollar rate shall be frozen at the end of sixteen (16) weeks for a period of three (3) months at which time a four percent (4%) reduction in rate will take place. Subsequent reductions of four percent (4%) will take place annually thereafter until the maximum rate for the lower-rated job is reached.

2.3 General Conditions

2.3.1 Notwithstanding the provisions of this Article an employee who is within five years of normal retirement or within five years of eligibility for undiscounted pension when faced with displacement or layoff, with joint agreement may be given special consideration for work site protection/preference.

Notwithstanding the provisions of this Article, the parties may make special arrangements for employees who are disabled to the extent that alternative employment would be difficult to find.

2.4 Moving Expenses

Prior to Article 11 applying, an employee who is identified as surplus as per this Appendix and is required to relocate his/her residence shall receive moving expenses in accordance with the provisions of Part A, Item 23. Such moves will be treated as Company-initiated moves.

ARTICLE 13 EMPLOYMENT SECURITY PLAN⁷

Table of Contents

- 13.0 – Purchased Services
- 13.1 – Employment Security
- 13.2 – Joint Employment Security Committee
- 13.3 – Application
- 13.4 – Selection
- 13.5 – Wage and Salary Treatment
- 13.6 – Displacements
- 13.7 – General Conditions

13.0 Purchased Services

During the term of this Collective Agreement, no regular employee will be declared surplus in his/her position as a result of the use of purchased services to perform the work normally performed by that employee.

13.1 Employment Security

Numerous factors may affect the nature and methods of accomplishing work. Changes in work patterns cannot be prevented but the effect of such changes on regular employees should be minimized as much as possible. The effect of such changes on PWU members will be minimized by accommodating required staff reductions wherever possible by attrition, transfer to other jobs or retraining rather than layoff.

⁷ This Article is suspended for the term of this agreement.

The provisions of this Article will apply to a regular employee with five or more years' seniority who becomes surplus from his/her position as a result of contracting out the work normally performed by that employee. The provisions of this Article will not apply to regular-seasonal employees.

Employees who become surplus for reasons other than contracting out will be entitled to Article 11 as applicable.

The definitions contained in Articles 10 and 11 will also apply to this Article.

For the purpose of determining if the employee has sufficient seniority to qualify for Article 13, his/her seniority will be counted up to the surplus date.

13.2 Joint Employment Security Committee

The function of the Joint Employment Security Committee is to resolve disputes regarding the appropriate application of Article 13 versus Article 11.

The committee will consist of six regular members, three representing the Union and three representing the Company. Two additional members from each party may be added from a work unit affected by the surplus situation under consideration. Meetings may be called by either party.

In all disputes referred to the committee for settlement, the committee's decision will be final and binding on both parties.

In the event that the Joint Employment Security Committee is unable to resolve a dispute, it will be referred to an expedited arbitration process. The intention of both parties is to have a speedy resolution of the dispute. A list of arbitrators will be agreed upon who are prepared to meet on short notice (within seven days) and to render a decision within 14 days. Verbal decisions will be acceptable and all decisions are final and binding on both parties.

13.3 Application

When a surplus is identified in a classification in any location, the least senior employee in the surplus classification in the location shall be declared surplus.

Employees will be notified, in writing, a minimum of three months in advance of their surplus date. A copy of the notice shall be sent to the PWU office and the Divisional Chairperson.

13.4 Selection

The following selection criteria apply to vacancies and placement opportunities in equal- and lower-rated classifications:

1. For non-supervisory vacancies, the senior qualified surplus regular employee applicant will be selected.
2. Placement opportunities will be filled from among the qualified surplus applicants so long as there are qualified surplus applicants. For selection to a placement opportunity in an equal classification (if the equal classifications have been determined at the time the application is made), the senior qualified surplus regular employee applicant will be selected.
3. Selections to supervisory positions will continue to be governed by Article 10.1.3A except when the vacancy is in the same classification as the surplus employee in which case the senior surplus applicant shall be selected.
4. If a surplus applicant is selected to a vacancy he/she must render his/her decision within three working days of the offer being made. Failure to do so will be considered a rejection of the offer and will not affect his/her further treatment under this Article.

When there are no qualified surplus applicants, Management will assess the capability of the surplus applicants to become qualified in a reasonable period of time. Management will select from among those assessed to be qualifiable in a reasonable period of time.

Employees covered by this plan will be given surplus priority consideration from the date of notification until eleven months after the surplus date. The selection priority will be the same as detailed in Article 11.4.3 which are repeated here for ease of application.

The following applies for equal and lower rated vacancies.

Each category will be considered independently and in the order indicated.

1. Surplus employees represented by the PWU and surplus managerial services employees⁸.
2. Employees who were required to displace someone in a lower classification as a result of being surplus and who were previously in the classification that is now vacant.
3. Persons on the recall list whose occupational group contains the vacant classification.
4. As per Article 10.

⁸ Managerial services employees in this context means employees paid from salary schedule 16 with the following exceptions: security guards, fire and safety inspectors, first aid attendants, and project medical attendants.

13.5 Wage and Salary Treatment

The employee's grade and progression step shall be maintained and negotiated increases shall apply for one year from the surplus date or until the date the employee accepts a vacancy whichever comes first.

If the employee accepts a vacancy in a lower-rated classification, his/her dollar rate shall be frozen until the rate for the classification equals the employee's dollar rate, at which time the normal wage and salary treatment shall apply.

13.6 Displacement

If the employee has not been selected to a vacancy within one year after the surplus date he/she will be given displacement opportunities available in Article 11 and all other terms and conditions of Article 11 will apply, except for Article 11.4.

All other provisions of Article 13 will cease to apply.

NOTE

Employees of the construction field forces will not be entitled to the displacement opportunities of Article 11.

13.7 General Conditions

An employee who is within five years of normal retirement or within five years of eligibility for undiscounted pension or an employee who is disabled to the extent that alternate employment will be difficult to obtain, may by agreement between the Company and the Union, be given special consideration when faced with displacement.

One year's additional seniority shall be allowed stewards and chief stewards for the determination of which employees are surplus within the electoral unit of the chief steward.

An employee who is assigned temporary duties or who accepts a vacancy will assume the working conditions of the position.

A surplus employee who is required to relocate his residence, shall receive moving expenses in accordance with the provisions of Part 'A', Section 23.0. Such moves will be treated as the Company initiated moves.

ARTICLE 14
EMPLOYMENT SECURITY AND WORK ASSIGNMENT⁹

- 14.0** It is the Company's intent to use regular staff to perform most of its work of a continuing nature. Furthermore, the Company will strive to provide regular staff with stability of employment.

The Working Paper on Staffing and Employment dated March 15, 1985 states Management's intentions with regard to continuity of employment for regular staff and proportions of work expected to be undertaken by regular staff. For at least the term of this Collective Agreement, the Company will not reduce the stated proportions of work to be done by regular staff.

At the end of each six-month period commencing January 1987, the Company will prepare a statement showing the proportions of work done by regular staff and make this information available to the PWU.

It is understood that the Working Paper on Staffing and Employment, as distinct from the terms of the above provisions, does not form part of the Collective Agreement and is not subject to the grievance and arbitration process.

14.1 Work Assignment

1. It is understood that the assignment of work to purchased services does not convey a right to such work in the future, nor does it create any precedent with respect to future assignment of such work to purchased service employees by the employer.
2. It is agreed between the parties that no more than 450 of the Company tradespersons will be assigned by the Company at any one time under the EPSCA Maintenance Assist agreement to perform work for the Company. The Company agrees to inform the Union of the number of Company tradespersons assigned under the EPSCA Maintenance Assist agreement on a monthly basis.

ARTICLE 15
SUCCESSOR RIGHTS

1. Upon a sale as defined in Article 17.1, the Company agrees to engage in discussions with the PWU regarding any movement or transfer of staff from the Company to the Transferee prior to any transfer taking place.
2. The *E*mployer agrees that it will not directly or indirectly request government to exempt the Company or the Union from the successor rights provisions of the applicable labour relations legislation.

⁹ This Article is suspended for the term of this agreement.

The successor rights provisions of the applicable labour relations statute shall be incorporated by reference into this Collective Agreement. No Board of Arbitration established pursuant to the grievance and arbitration provisions of this contract has jurisdiction to make any decision within the jurisdiction of the Labour Relations Board and nothing herein is intended to affect the jurisdiction of the Labour Board to resolve disputes related to the application of the provisions of the statute. For purposes of s.48 of the *Ontario Labour Relations Act* and s.57 of the *Canada Labour Code*, the Ontario Labour Relations Board or the Canada Labour Relations Board shall be deemed to be a Board of Arbitration for the resolution of disputes related to the interpretation, application, administration or alleged violation of this provision of the Collective Agreement. The remedial powers of the Labour Board shall be as set out in the relevant statutory provisions governing successor rights.

ARTICLE 16 DURATION OF THE AGREEMENT

This agreement shall come into effect as of the 1st day of April **2018**, and shall remain in effect until the 31st day of March **2020**, and thereafter from year to year unless terminated by written notice given by one of the parties to the other within a period of not more than two months, but not less than one month prior to the anniversary date.

In the event that either party desires to amend the Agreement but not to terminate the same, either party may, by notice in writing not more than 90 days and not less than 30 days before the anniversary date, serve notice of the proposed amendments and both parties shall thereupon commence to negotiate in good faith with a view to arriving at an agreement on the proposed amendments and all provisions of the Agreement, other than those proposed to be amended, shall continue in full force and effect.

ARTICLE 17 TRANSFER OF EMPLOYEES ON CHANGE OF EMPLOYER

1. In this Article, transfer shall mean any sale, lease, transfer or any other transaction between Hydro One and the new employer, by virtue of which the control over any part of Hydro One's business or assets becomes held by the new employer and Hydro One employees become employees of the new employer.

Hydro One recognizes the importance of, securing for employees, opportunity for continuing employment with the new employer and will make all reasonable efforts to secure such opportunity for employees with the new employer.

2. Hydro One will provide the Power Workers' Union (PWU) with a listing of the positions and number to be transferred to the new employer 60 days prior to the new employer commencing operations (the "Affected Employees"). This listing will specifically identify any employees to be transferred who have previously transferred from an acquired municipal electric utility (MEU) to Hydro One and who have been provided with a period of employment protection, that is still active, as a result of such transfer. At the same time employees who are eligible to retire on or before the transfer date will be notified of their proposed transfer.

Prior to the new employer commencing operations as a result of the Agreement referred to in paragraph 1 herein, Hydro One will advise the Affected Employees of their transfer to the new employer. Any Affected Employees seeking to remain at Hydro One instead of transferring to the new employer shall be dealt with under paragraph 6 herein. Such Affected Employees must notify in writing the PWU and Hydro One within seven days of their notification of impending transfer.

3. Effective on the date Hydro One officially provides the PWU with the listing and number of affected positions referred to in 2 above:
 - (a) Subject to paragraph 3(b) herein, an employee who successfully applies for a vacancy in the affected business shall thereafter exercise seniority rights within the affected business and will have no seniority rights enforceable outside the affected business notwithstanding any other provision of the Collective Agreement.
 - (b) Subject to paragraph 2 herein, employees in the affected business may apply for vacancies outside the affected business in accordance with the applicable provisions of the Collective Agreement up to 30 days prior to the scheduled date for closing of the Agreement referred to in paragraph 1 herein, but not thereafter, subject to paragraph 6 herein.
4. PWU represented employees transferred to the new employer who had applied to vacancies in Hydro One prior to the new employer commencing operations as a result of the Agreement referred to in paragraph 1 herein may exercise their rights to file failure to select grievances to those vacancies.
5. All PWU represented employees transferred to the new employer who are currently on rotation to a position within Hydro One will be allowed to complete the rotation subject to the agreement of Hydro One, the new employer and the employee. Such rotations shall be treated as secondments by Hydro One. All PWU Hydro One employees on a rotation in a position that is transferred to the new employer will be allowed to complete the rotation subject to the agreement of Hydro One, the new employer and the employee. Such rotations shall be treated as secondments by Hydro One. While on such

rotations, all service credit, vacation, pension (employee to pay employee contribution), sick leave and seniority credits will continue to accrue within Hydro One.

6. If there is no agreement between Hydro One and the PWU on issues relating to employees who wish to decline continuing employment with the new employer, the issues will be submitted to an expedited mediation/arbitration process. **The Chief Arbitrator** will be the mediator/arbitrator for such purpose and any other matter relating to the interpretation or application of this agreement. The mediator/arbitrator will have complete and unfettered discretion to make any award which he considers fair and reasonable in all of the circumstances and his award shall be final and binding.
7. If Hydro One hires employees doing the same work in the same classification or a classification performing substantially the same duties as transferred employees within 24 months of their transfer then such transferred employees will be offered positions in the classification being hired by Hydro One (subject to the agreement of their current employer) on a basis of seniority and without loss of seniority for their period of employment outside Hydro One.
8. An employee who is not afforded the opportunity for continuing employment by the new employer shall have full rights under Article 11.
9. The PWU agrees that no proceedings will be brought against Hydro One claiming Hydro One is a related or common employer with the new employer or any of the new employers related or subsidiary businesses so long as the relationship in the Agreement contemplated in paragraph 1 does not materially change.

Signed

Hydro One Inc.

Vice-president, Employee and Labour Relations

Signed

**Power Workers' Union
Canadian Union of Public Employees – Local 1000**

Witness as to signatures above written on this paper:

Sector Vice-President

duly appointed to execute this Agreement on behalf of the Union.

PART A
GENERAL ITEMS

TABLE OF CONTENTS

PART A

		Page Number
1.0	EMPLOYEE CATEGORIES	A-10
1.1	Probationary.....	A-10
1.2	Regular	A-10
1.2.1	Regular Full-Time.....	A-10
1.2.2	Regular Part-Time	A-10
1.2.3	Regular – Job Share.....	A-10
1.3	Regular-Seasonal	A-11
1.4	Temporary	A-11
1.4.1	Temporary Full-Time.....	A-11
1.4.2	Temporary Part-Time	A-12
1.4.3	Benefits.....	A-12
1.4.3.1	Vacations	A-12
1.4.3.2	Statutory Holidays.....	A-13
1.4.3.3	Floating Holidays.....	A-13
1.4.3.4	Sick Leave Entitlement	A-14
1.4.3.5	Health Insurance Plan (Excluding Summer Students Regardless of Wage Schedule Paid From)	A-14
1.4.4	Notice of Termination	A-14
2.0	REGULAR STATUS.....	A-14
3.0	ANNIVERSARY PROGRESSION	A-15
3.1	Withholding Progression (Unsatisfactory Performance)	A-16
3.2	Deferral of Progression (Absences from Work)	A-16
3.3	Progressions for Part C (Controller/Dispatcher-Trainees)	A-16
4.0	RETROGRESSION POLICY.....	A-17
4.1	Where Applicable	A-17
4.2	How Applied	A-17
4.3	Special Provisions	A-18
5.0	SERVICE CREDIT.....	A-19
5.1	Introduction.....	A-19
5.2	Service Credit Calculation.....	A-19
5.2.1	Regular Employees	A-20
5.2.2	Temporary Full-Time and Part-Time Employees When Granted Regular Status.....	A-20
5.3	Restoration of Service Credit	A-20
5.4	Restoration of Previous Service for Pregnancy Leave	A-20

TABLE OF CONTENTS – PART A

(continued)

	Page Number
6.0 VACATIONS	A-20
6.1 General Policy	A-20
6.2 Relationship between Vacation Year and Calendar Year	A-21
6.3 Vacation Entitlement.....	A-21
6.4 Special Provisions and Allowances	A-23
6.4.1 Deferment or Interruption of Vacations	A-23
6.4.2 Statutory Holidays and Vacations	A-23
6.4.3 New Employees	A-24
6.4.4 Re-engaged Employees	A-24
6.4.5 Use of Vacation Credits of Succeeding Year at Christmas	A-24
6.5 Postponed Vacations	A-24
6.6 Vacation Payment on Termination	A-26
6.7 Part C (Controller/Dispatcher and Trainee) Vacations	A-26
7.0 STATUTORY HOLIDAYS	A-27
7.1 Recognized.....	A-27
7.2 Sick Leave Credits	A-28
8.0 FLOATING HOLIDAYS	A-28
9.0 SPECIAL TIME OFF	A-30
9.1 Additional Time Off at Christmas and New Year's Holidays	A-30
9.2 Payment for Time in 9.1	A-30
9.3 Treatment for Vacation	A-30
9.4 Remembrance Day	A-30
9.5 Sick Leave Credit.....	A-31
10.0 LEAVE OF ABSENCE	A-31
10.1 With Pay	A-31
10.1.1 General	A-31
10.1.2 Funerals.....	A-31
10.1.3 Annual Training for Reserve Forces	A-32
10.1.4 Legal Hearings	A-32
10.2 Equivalent Time Off Without Pay	A-32
10.3 Family Leave.....	A-32
11.0 PREGNANCY/ADOPTION/PARENTAL LEAVES	A-32
11.1 General Provisions.....	A-32

TABLE OF CONTENTS – PART A

(continued)

	Page Number
11.2	Pregnancy Leave – General.....A-34
11.2.1	Duration of Leave.....A-34
11.2.2	Physician’s CertificateA-34
11.2.3	Pregnancy and the Sick Leave PlanA-35
11.3	Legal Adoptions – Primary Care-GiverA-35
11.4	Benefits Under the Supplementary Unemployment ... Benefit Plan for Regular Employees.....A-36
11.5	Parental LeaveA-37
11.5.1	GeneralA-37
11.5.2	Duration of Leave.....A-37
11.6	Service Credit.....A-37
12.0	DISABILITY BENEFITS AND INCOME PROTECTION.....A-37
12.1	Sick Leave Plan.....A-37
12.1.1	Medical Leave with Pay.....A-38
12.2	Long Term DisabilityA-38
12.2.1	General Provisions of LTD Plan.....A-38
12.2.2	Benefits While on LTDA-40
12.2.3	Recurring Disability after Return to Regular WorkA-42
12.2.4	Individual Returns to Regular Employment.....A-42
12.2.5	Termination of LTD BenefitsA-42
12.2.6	Indexation.....A-43
12.3	Rehabilitation and Re-employmentA-43
12.4	Workplace Safety and Insurance Board Payments.....A-44
12.5	Supplementary Grant.....A-44
12.5.1	Definition of Supplementary GrantA-44
12.5.2	Who Receives the Supplementary Grant.....A-44
12.5.3	Responsibility for PaymentA-45
12.5.4	Withholding the GrantA-45
12.5.5	Payment While in Receipt of WSIB AwardA-45
12.6	Waiver of Posting or Selection.....A-46
13.0	HEALTH INSURANCE PLANS.....A-46
13.1	Regular Employees, Pensioners and Regular Employees Receiving Workplace Safety and Insurance Board Payments.....A-46
13.2	Probationary Employees.....A-46
14.0	PENSION AND INSURANCE.....A-47
14.1	Changes to the Pension Plan.....A-48

TABLE OF CONTENTS – PART A

(continued)

	Page Number
14.2 Pension Plan.....	A-49
14.2.4 Early Retirement – Without Discount.....	A-49
14.2.5 Early Retirement – With Discount	A-50
14.2.6 Transfer of Pension Credits Between Reciprocal Employers and Hydro One Inc.	A-51
14.3 Group Life Insurance.....	A-51
14.3.3 Additional Employee, Spousal and Dependent Life Insurance	A-51
15.0 RETIREMENT	A-51
15.1 Bonus and Outstanding Vacation Payments on Retirement.....	A-51
15.2 Retirement While Ill	A-52
15.2.1 Sick Leave Grant Extends to or Beyond Retirement Date	A-52
15.2.2 Vacation Credit and Bonus Extends to or Beyond Retirement Date	A-52
15.2.3 Sick Leave Grant, Vacation Credit and Bonus Expires before Retirement Date	A-52
15.2.4 Unused Vacation Credit for Preceding Year	A-52
16.0 REDUCED HOURS OF WORK FOR EMPLOYEES WHOSE NORMAL HOURS OF WORK ARE 40 PER WEEK	A-53
16.1 Alternate Hours of Work Arrangements	A-53
17.0 PAYMENT FOR ALLOWANCES.....	A-55
17.1 Temporary Instruction.....	A-55
17.1.1 Daily Allowance.....	A-55
17.1.2 Weekly Allowance	A-56
17.2 Part B Employees (Maintenance Trades).....	A-56
17.2.1 Apprentices Attending School	A-56
17.2.2 Field Allowance	A-57
17.3 Part D Employees (Weekly Salaried).....	A-57
17.3.1 Frontier Allowance.....	A-57
17.3.2 Remote Northern Communities	A-57
18.0 HEADQUARTERS	A-57
18.1 General	A-57
18.2 Definitions	A-57
18.3 Establishment of Headquarters	A-58
18.3.1 Work Headquarters	A-58

TABLE OF CONTENTS – PART A

(continued)

	Page Number
18.3.2 Residence Headquarters	A-58
18.4 Change of Headquarters Upon Transfer	A-58
18.4.1 Advice of Headquarters	A-58
18.4.2 Notice of Transfer	A-59
18.4.3 Duration of Stay in New Residence Headquarters	A-59
19.0 TRAVELLING TIME OUTSIDE NORMAL WORKING HOURS	A-59
20.0 COMPENSATION AT TEMPORARY HEADQUARTERS	A-60
20.1 Travel Outside of Residence Headquarters	A-61
20.2 Travel – Compensation When Assigned to Temporary Work Headquarters – Outside Residence Headquarters.....	A-62
20.3 Return to Residence Headquarters When Transferred to a Temporary Work Headquarters	A-62
20.4 Assignments to Training Courses	A-62
20.5 Expenses – Outside Residence Headquarters	A-63
20.6 Qualifications to Above Policy	A-63
20.6.1 Scheduling of Trips	A-63
20.6.2 Postponement of Return to Residence Headquarters	A-63
20.6.3 Use of Company Vehicles	A-64
20.6.4 Alternate Working Arrangements	A-64
20.7 Alternative to Return to Residence Headquarters.....	A-64
20.8 Travel Inside Residence Headquarters.....	A-64
21.0 METROPOLITAN TORONTO BOUNDARIES	A-65
22.0 KILOMETRE RATES	A-65
23.0 TRANSPORTATION AND MOVING EXPENSES	A-66
23.1 General	A-66
23.2 Notice of Transfer	A-66
23.3 Transfer of Temporary Employees.....	A-66
23.4 Appointment of New Probationary Employees	A-66
23.5 Transfer of Regular Employees	A-67
23.6 Housing Assistance Plan	A-70
23.6.1 Application	A-70
23.6.2 Purchase Guarantee	A-70
23.6.3 Listing of Property	A-71
23.6.4 Sale of Property by the Company.....	A-71
23.6.5 Advance of Equity	A-72

TABLE OF CONTENTS – PART A

(continued)

	Page Number
23.6.6	House Evaluation and Guarantee PlanA-72
23.7	Transfer of Regular Employees – Staff Reduction and Recall Procedure – PWU Agreement – Article 11A-73
23.8	Use of Trailers.....A-73
23.9	Transfer to Non-Supervisory Vacancies: Other PositionsA-75
23.10	On Retirement.....A-75
23.11	Allocation of Moving Expenses.....A-75
23.12	Return to Residence Headquarters on Permanent Transfer.....A-75
23.13	Conditions of Return Trip.....A-76
23.13.1	Scheduling of TripsA-76
23.13.2	Use of Company VehiclesA-76
23.14	Alternative to Return to Residence Headquarters.....A-76
23.15	Board and Lodging.....A-76
23.15.1	GeneralA-76
23.15.2	Rate of Allowance.....A-77
23.15.3	Absence from Residence HeadquartersA-77
23.16	Change of Headquarters.....A-77
23.16.1	Regular Employees – Householders.....A-77
23.16.2	Non-householders.....A-78
23.17	Apprentices.....A-78
24.0	PROMOTIONSA-78
24.1	Part D (Weekly Salaried).....A-78
24.1.1	Promotion Rule.....A-78
24.1.2	Payment of the Salary Grade for the JobA-79
24.1.3	Promotion from Hourly-Paid to Weekly-Salaried Jobs.....A-79
24.1.4	Payroll Rates in Excess of Approved Job Grades.....A-79
24.1.5	Previous Experience.....A-80
24.1.6	Relief Situations.....A-80
24.1.7	Progression Following PromotionA-80
25.0	JOINT COMMITTEESA-80
25.1	Joint Pension Committee.....A-80
25.2	Joint Health and Safety ConsultationA-81
25.2.1	Joint Health and Safety Policy CommitteeA-81
25.2.2	Joint Health and Safety Working Committee.....A-82
25.3	Joint Trades Classification Committee.....A-83
25.4	Joint Diversity CommitteeA-83
25.5	EHB/WSIB/LTD Committee.....A-85

TABLE OF CONTENTS – PART A

(continued)

	Page Number
25.6	Joint Employee and Family Assistance Committee.....A-86
25.7	Controller/Dispatcher Consultative Committee.....A-86
26.0	DISTRIBUTION OF AGREEMENT AND WAGE SCHEDULESA-87
27.0	TIME CHARGES – UNION ACTIVITIESA-87
27.1	Time Charges and Expenses – Union RepresentativesA-87
27.2	Time Charges for Employees on Union BusinessA-87
27.3	Roles and Responsibilities of Chief StewardsA-87
28.0	EYE PROTECTIONA-88
29.0	PERSONAL TOOLSA-88
29.1	GeneralA-88
29.2	Tool Replacement/UpgradingA-89
29.3	Loss by Fire or Theft.....A-89
30.0	SPECIAL CLOTHING FOR EMPLOYEESA-89
30.1	General Policy Regarding Work Clothing.....A-89
30.2	Special Clothing that May be Provided at Company ExpenseA-89
30.2.1	Where Uniform Appearance is Required.....A-90
30.2.2	For Work Outside of the Employee’s Regular Routine DutiesA-90
30.2.3	For Normal Work Which Must be Performed Occasionally Under Extreme Conditions.....A-90
30.2.4	For Work Involving Exposure to Materials that are Injurious to Health and Particularly Destructive of Clothing.....A-90
30.2.5	To Promote Safety.....A-91
30.2.6	Special Conditions.....A-91
30.3	Issuance, Care of, and Responsibility for Clothing Provided by the Company.....A-92
30.4	Part B Employees (Maintenance Trades).....A-92
30.4.1	Issue of Gloves to TradespersonsA-92
30.4.2	UniformsA-92
30.4.3	Stocking of Overalls and Associated SmocksA-92
30.4.4	Work ClothingA-93
30.4.4.1	Laundering and/or Supplying ClothingA-93
30.4.4.2	Coveralls – Central Services Division.....A-93

TABLE OF CONTENTS – PART A

(continued)

**Page
Number**

31.0	PURCHASING PRIVILEGES – SURPLUS EQUIPMENT STORES	A-94
32.0	RETURN OF COMPANY PROPERTY.....	A-94
33.0	TIME CHANGE – SHIFT WORKERS.....	A-94
34.0	REST PERIODS	A-94
35.0	BI-WEEKLY PAY DAYS.....	A-94
36.0	BANKING OF REDUCED HOURS OF WORK DAYS AND VACATION DAYS TO BE UTILIZED IMMEDIATELY PRIOR TO RETIREMENT.....	A-95
37.0	SELF FUNDED SABBITACALS	A-95

PART A GENERAL ITEMS

1.0 EMPLOYEE CATEGORIES

All employees fall into one or the other of four principal categories as outlined below. For PWU 'hiring hall' categories refer to Appendix A.

1.1 Probationary

This category describes persons taken on strength on a probationary basis with the prospect, if their services are found satisfactory, of a change of category to Regular full-time or Regular part-time (Section 1.2, following).

1.2 Regular

Regular employees are those employees who, having satisfactorily met the job requirements, are judged medically fit by the Health and Safety Division for positions which are part of the continuing organization of the Company. They must have served the required time in a probationary category which is part of the Company's continuing organization, or in a temporary category which becomes part of the Company's continuing organization.

1.2.1 Regular Full-Time

Regular full-time employees work the regular hours of the classification into which they are hired.

1.2.2 Regular Part-Time

The establishment of a regular part-time position is a joint decision of local management and the chief steward made in a spirit of trust and co-operation. The parties will ensure that regular part-time positions are appropriately used to maintain corporate effectiveness, not to split a regular full-time position.

Regular part-time employees are regularly employed on an average of 24 hours or less per week calculated on a monthly basis. They are employed for a minimum of 16 hours per month. Regular part-time employees are treated as regular employees except where noted otherwise.

Pro-Ration Formula: The regular part-time employee benefit pro-ration formula is calculated based on the hours worked by the regular part-time employee expressed as a percentage of the normal scheduled number of hours for the classification. Where the number of regular part-time hours vary in a week it will be necessary to calculate this percentage over a jointly agreed upon extended period to get an accurate figure.

1.2.3 Regular – Job Share

Regular full time employees interested in job sharing arrangements shall find an appropriate partner from the same work location with similar skills and the same

or lower terminal rates. These employees must establish an acceptable arrangement between themselves before approaching Management with the request.

Upon attaining agreement between Management and the employees, the job share arrangement will operate for a trial 6-month period. Following the 6-month trial period, the arrangement will:

- (a) be considered a temporary arrangement and be extended by a maximum of six (6) months at which time the arrangement will end,

OR

- (b) be considered a permanent job share arrangement. At this time the vacated position will be posted and filled in accordance with Article 10. In the case of the permanent job share arrangement, the incumbents are required to remain in their arrangement until one partner permanently leaves the job share. At that time, the other partner is required to assume responsibility for the full-time position on 30 days' notice.

Employees engaged in a job share work arrangement are regular part-time employees for the purposes of benefits administration. Employees in job share arrangements will revert to regular full-time status for the purposes of application of Article 10 and Article 11.

Service credit for time spent in job sharing arrangements will be calculated on a pro-rata basis.

1.3 Regular-Seasonal

Regular-seasonal employees are those judged medically fit by the Health and Safety Division for the position involved, who have attained one year's accumulative service, and who are steadily employed through the year, except for short-term layoffs.

1.4 Temporary

Temporary employees are hired to perform work that is expected to last for a short period of time or to perform work in place of a regular employee who is absent from his/her position.

For temporary full-time and temporary part-time employees, accumulated service shall mean the period of employment during which there has been no break in employment exceeding five months.

1.4.1 Temporary Full-Time

Temporary full-time employees work the regular hours of the classification into which they are hired and may be engaged for up to **15** months of accumulated service.

1.4.2 Temporary Part-Time

Temporary part-time employees are employed for a period of up to 12 accumulated months on an average of 24 hours or less per week (calculated on a monthly basis). Temporary part-time employees are treated as temporary employees except where noted otherwise. Benefits are pro-rated the same as regular part-time employees.

To ensure that temporary part-time employees are properly classified as temporary, an assessment is to be made as to the regular or temporary status of the position whenever the temporary part-time employee is employed for twelve continuous¹ calendar months. This assessment is subject to the grievance procedure.

This assessment is made based on the definition of a regular part-time position, i.e. the work is of a continuing nature with a minimum of 16 hours in a calendar month. If the position is determined to be temporary this will be conveyed to the Chief Steward (the employee should be given an end date and will remain temporary).

If the position is determined to be regular part-time, a joint discussion must take place as per the Regular Part-time provisions in the agreement prior to the position being posted. If the incumbent's employment exceeds 12 continuous months the incumbent will be given regular part-time status and the incumbent's seniority will be calculated on a pro-rated basis.

If as a result of the assessment above, the position is still temporary part-time at the 12 month accumulated service mark one of the following options must be selected:

- 1) the job is posted as a regular part-time. This decision is a joint decision as per regular part-time provisions in the agreement.
- 2) The Steward agrees to an extension of the temporary part-timer's service for a specific period and the employee retains temporary status.
- 3) The temporary part-timer is terminated.

Accumulated service applies to temporary employees. Such employees do not have either seniority or service credit.

1.4.3 Benefits

The following are the benefit provisions that apply to temporary employees.

1.4.3.1 Vacations

Entitled to a cash vacation allowance of four percent (4%) of accumulated wages.

¹ If an employee commences on January 20th and works any portion of a calendar month for 12 continuous months, they will have 12 continuous calendar months service on January 20th of the following year.

1.4.3.2 Statutory Holidays

Temporary *and temporary part-time* employees will be entitled to statutory holiday pay provided that they have more than three months' accumulated service.

Temporary and temporary part-time employees with 3 months' accumulated service or less will be entitled to statutory holiday pay for the public holidays provided under the Employment Standards Act, 2000 ("ESA"). For clarity, the ESA does not include Easter Monday or the Civic Holiday.

Payment for such statutory holidays will be the amount the employee would normally earn on a scheduled day of work.

1.4.3.3 Floating Holidays

Temporary employees who have accumulated 20 weeks' service in a calendar year will be entitled to three floating holidays subject to the following:

1. Floating holidays may be taken on such days as the employee and his/her supervisor mutually agree upon, following reasonable advance notice on the part of the employee.
2. Floating holidays shall not be carried over into the following year unless work considerations prevent the employee from taking the floater(s) in the year of entitlement.
3. Where the employee is unable to reach mutual agreement with his/her supervisor to take his/her floating holiday(s) before year-end because of absence due to illness, unused floating holidays will be assigned on the last working day(s) of the year.
4. Where an employee falls sick on his/her scheduled floating holiday, that day will not be charged against his/her sick leave credits, but shall be treated as a floating holiday for pay purposes.
5. Entitlement on Termination: If the employee terminates after having accumulated 20 weeks' service in the calendar year, the Company will make a cash payment in lieu of any unused floating holiday credit.

If the employee terminates prior to accumulating 20 weeks' service in the calendar year, entitlement will be as follows:

- (a) If the employee has not qualified for entitlement in the previous year, he/she will have no entitlement in the current year. If he/she was granted a floating holiday under 4. above, the Company will recover one day's pay for each floating holiday taken.

- (b) If the employee has qualified for entitlement in the previous year, his/her entitlement will be prorated based on the number of weeks' accumulated service in the year of termination. For example, an employee who terminates after accumulating five weeks' service in the year would be entitled to 5/20ths of three days.

The Company will either make a cash payment in lieu of any unused floating holiday credit or recover the value of the unearned portion of floating holidays taken under 4. above.

In no case will an employee be entitled to more than three floating holidays or floating holiday credit in a calendar year.

6. Temporary part-time employees shall receive pro-rated payment. (Ref. Part A, Item 1.4.2)

1.4.3.4 Sick Leave Entitlement

Temporary employees shall earn sick leave credit of one-half day at 100 percent (100%) pay for each month of accumulated service to a maximum of six days².

1.4.3.5 Health Insurance Plan (Excluding Summer Students Regardless of Wage Schedule Paid From)

These employees shall be considered as a group in order that they may apply to participate in the Supplementary Plan and the Extended Health Benefit Plan at group rates. One hundred percent (100%) of all premiums will be paid by the employees. These employees will be required to make election on benefit coverage at the time of hire for the duration of employment.

The Company will pay one hundred percent (100%) of the Ontario Health Insurance Plan premium for temporary employees who have four months' accumulated service.

1.4.4 Notice of Termination

When the employment of a temporary employee is terminated for other than cause, he/she is entitled to one week's notice in writing if his/her period of employment is three months or more.

2.0 REGULAR STATUS

Appointments to regular status are contingent on satisfactorily meeting the Company's medical requirements.

² Day, in this instance, is the number of hours normally worked by a regular employee in a classification and/or the work group of which the temporary part-time employee is a member (seven or eight hours). Sick leave is used on the basis of payment for the number of hours the employee was off work.

1. Probationary employees must serve a minimum of three months on probation. If service is satisfactory, they may be accorded regular status at that time. A period of not more than three more months can be used as a further period of probation if it is needed. At the end of this further period, employees must either be made regular, transferred to another position or dismissed. Regular part-time probationary employees must serve up to six calendar months on probation.
2. Temporary employees engaged in work of a continuing nature, shall be afforded regular status upon attaining **15** months accumulated service. In such circumstances the employee's position will be considered to be a vacancy. If the former temporary employee is not selected to this vacancy he/ she will be declared surplus in accordance with Article 11.
3. Temporary employees engaged in work which is not of a continuing nature, shall be afforded regular-seasonal status upon attaining 15 months' accumulated service.
4. ***Paragraphs 2 and 3 above do not apply for a temporary employee backfilling for a pregnancy or parental leave, compassionate leave or other approved leaves extending beyond fifteen (15) months up to a maximum of twenty-four (24) months or as agreed to by the Chief Steward.***

3.0 ANNIVERSARY PROGRESSION

Progression dates shall be calculated from the date of appointment or promotion to the position. Subsequent salary adjustments shall be on anniversary dates except as otherwise specified on the appropriate wage schedule.

NOTE

- (a) The progression date for a regular part-time employee who works on average 50% or more of the base hours of the full time classification for the year will be at the completion of one and one third years of service.
- (b) The progression date for a regular part-time employee who works on average less than 50% of the base hours of the full time classification for the year will be at the completion of two years service.

As a regular practice employees shall automatically progress from minimum to maximum as indicated in the respective wage schedules subject to the following:

3.1 Withholding Progression (Unsatisfactory Performance)

If an employee fails to make satisfactory progress his/her progression may be withheld for a period of six months. (8 months for a regular part-time employee working 50% or more of the base hours; 12 months for regular part-time employee working less than 50% of the base hours.)

In taking this action the Company shall provide the employee with one month's notice and the reason for the withholding.

The performance of an employee whose progression has been withheld as above will be reviewed within seven months (nine months for a regular part-time employee working 50% or more of the base hours of the classification and fourteen months for regular part-time employee working less than 50% of the base hours of the classification). If progress and general performance are found to be satisfactory, progression shall be granted. If not, the employee shall be either transferred or dismissed.

If at the time of this review the employee's progress and general performance were found satisfactory and if six months after the review his/her performance has continued to be satisfactory, he/she may be granted the next step in his/her progression.

This will then re-establish his/her original progression status.

If an employee in a recognized hourly-rated training program has not reached the acceptable level of performance his/her progression may again be withheld in accordance with the above. Progression to the journey person or job rate will not be delayed by more than six months.

3.2 Deferral of Progression (Absences from Work)

When an employee has been absent from work for a period in excess of three months, excluding approved vacation, his/her progression may be deferred without prior notice for a period of time not to exceed the length of the absence. Subsequent progression dates may be adjusted accordingly.

3.3 Progressions for Part C Controller-Trainees and Dispatcher-Trainees

Advancement as a controller-trainee and dispatcher-trainee will be by controlled progression, based on satisfactory progress in training and study courses. On successful completion of training at the end of **24** months, controller-trainees will become Controller, Step 1. On successful completion of training at the end of **24** months, dispatcher-trainees will become Dispatcher Step 1.

4.0 RETROGRESSION POLICY

The term 'retrogression' is used to indicate a gradual reduction in pay to predetermined adjusted rate.

4.1 Where Applicable

1. Retrogression shall apply where a regular employee becomes unable to perform the duties of a job for which he/she is receiving the standard rate and is transferred to a lower-rated job because of:

- (a) A disability caused by accident or illness.
- (b) Inability to cope with increased responsibility due to change in job content.
- (c) Where the unsatisfactory performance is due to faulty selection and the employee has served in the position for a period of at least one year.

Any retrogression for medical reasons is subject to ratification by the Chief Physician/Manager Health Services.

2. Retrogression shall not apply where:

- (a) An employee has less than ten years' established service credit.
- (b) The change to the lower-rated job is made at the request of the employee to escape heavy work or responsibility or for personal reasons.
- (c) The change to the lower-rated job is made necessary for unsatisfactory job performance due to causes other than in Section 4.1(1.).

NOTE

Where retrogression does not apply, the employee will receive the job rate for the new job effective at the time of transfer to the new job.

4.2 How Applied

The Company will endeavour to provide an employee to whom Section 4.1 (1) applies with work he/she is capable of performing. His/her rate of pay shall be calculated as follows:

1. A new rate for the employee will be calculated at the time the employee is retrogressed. This is calculated by adding to the base rate of the new classification an additional two and one-half percent (2.5%) (except as specified below) of the differential between the base for the new job and the base rate for the employee's former job for each year by which his/her continuous service exceeds ten years at the time of transfer. For regular part-

time employees, the new rate is calculated on an hourly basis. For employees with 25 or more years of service, where the reason for retrogression is one of 4.1(1)(a) or (b), five percent (5%) is used in the calculation instead of two and one-half percent (2.5%).

The calculation determines the rate to which the employee's pay will be reduced.

2. The reduction in rate will take place in steps each amounting to but not exceeding approximately four percent (4%) of his/her former base rate. (Hourly rate for regular part-time employees.) The first step shall occur three months after he/she has been transferred to the new job. The subsequent steps shall occur at six-month intervals until the rate determined in 4.2(1.) has been reached.
3. Where the retrogressed employee is unable to do the job to which he/she has been retrogressed and demotion to another job is necessary, the rate for this new job shall be based on the differential between the base rate of the original job from which he/she has been retrogressed and the base rate of his/her new job.
4. While retrogression is in progress and after retrogression is completed, increases in pay that occur will be applied only to the base rate for the new job and the retrogressed employee will only receive a benefit when the base rate for the new job exceeds his/her adjusted rate.
5. It shall be the responsibility of each Human Resources Manager/Officer to advise the Union in writing when any employees are placed on retrogression. This information will be provided to the Union as soon as possible but in any case before the reduction in rate specified in 4.2(2.) takes place.

4.3 Special Provisions

1. Retrogressed employees who are within 10 years of being eligible to retire without discount or who are within 15 years of normal retirement, shall have their rate frozen until the rate for the job being performed catches up to the frozen rate.
2. An employee with 20 years' service who is retrogressed for medical reasons related to the working conditions and job environment during a significant portion of his/her employment with the Company, will have his/her wages maintained until he/she is eligible for an undiscounted pension. The wage rate will be frozen thereafter.

The medical reasons will be reviewed and assessed by the LTD Review Committee.

3. If, in the opinion of the LTD Review Committee, an employee is retrogressed because of a serious injury that resulted from an on-the-job accident with the Company, he/she will have his/her wages maintained until he/she is eligible for an undiscounted pension. This provision will apply to all regular employees regardless of service.
4. An employee with ten years' service who is retrogressed because of a muscular-skeletal repetitive strain injury or injury arising therefrom, which is deemed compensable by the WSIB and relates to his/her working conditions with the Company will have his/her wages maintained until eligible for an undiscounted pension. The wage rate will be frozen thereafter.

The medical reasons will be reviewed and assessed by the LTD Review Committee.

- 4.4 Nothing in this regulation will override special commitments that have been made by the Company that in certain instances rates of pay will be maintained.

5.0 SERVICE CREDIT

5.1 Introduction

This item defines service credit and describes the basis for calculating service credit for all purposes except those of the Pension Plan which are covered in the Hydro One Inc. Pension Plan Rules.

The application of such service credit to vacations, LTD, sick leave and other benefits will continue to be governed by the appropriate instructions.

5.2 Service Credit Calculation

In most cases the service credit of a regular employee is that employee's seniority. The exception to this can be found in Article 10.1.2 where an employee who is appointed to a position within the PWU jurisdiction from a bargaining unit which restricts seniority to its own membership, has his/her seniority limited to service within the PWU bargaining unit.

Seniority applies to regular, regular-seasonal, and probationary employees only.

Temporary employees have accumulated service only.

Service credit will not be granted for absences without pay of greater than 15 days with the exception of:

1. Normal and Extended Pregnancy/Parental/Adoptive leave.
2. Elected Union officials absent on Union business.

3. Medical leave of absence.
4. Time off in lieu of overtime worked.

5.2.1 Regular Employees

Service credit shall be the period of employment with the Company and any service restored as per Part A, Item 5.3.

5.2.2 Temporary Full-Time and Part-Time Employees When Granted Regular Status

When temporary employees are granted regular or regular-seasonal status, service credit shall be granted for all previous full-time service and on a pro-rata basis for all part-time service.

5.3 Restoration of Service Credit

Regular employees who terminate and are re-employed to a continuing position shall have their service credit restored. Proof of past service must be provided by the employee in the first 60 days of re-employment unless the Company is capable of providing the proof within the first 60 days of re-employment. They shall not be required to serve a further probationary period. No service credit will be allowed for the period between termination and re-employment. Regular employees who were formerly employees of Ontario Hydro shall have their service credit restored as per Article 10.6.

Former regular employees who are rehired for temporary full-time or temporary part-time assignments will not be granted regular status upon rehire. Former regular-seasonal employees will retain regular-seasonal status when rehired for a temporary assignment, within one year of their last termination date.

5.4 Restoration of Previous Service for Pregnancy Leave

Female employees of the Company or its predecessor, Ontario Hydro, who were granted pregnancy leave will be eligible for service credit as follows:

- (a) those employees who took normal pregnancy leaves will be eligible for service credit up to a maximum of 17 weeks.
- (b) those employees who took extended pregnancy leaves on or after April 1, 1977 will be eligible for service credit for the full duration.

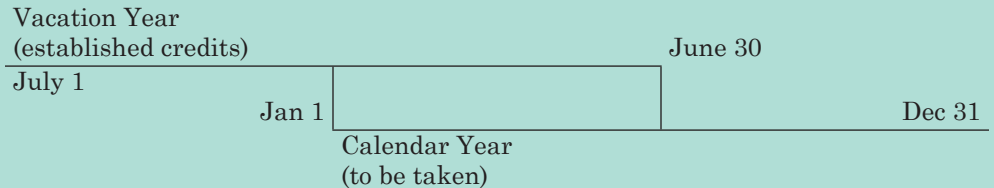
6.0 VACATIONS

6.1 General Policy

Whenever possible, vacations will be granted at dates requested by the employees, but in view of the Company's role in providing a vital service at all times, the Company reserves the right to determine the dates when vacations may be taken.

6.2 Relationship between Vacation Year and Calendar Year

For the purpose of calculating vacation allowances, the vacation year commences July 1 of the previous year and ends June 30 of the calendar year in which the vacation is to be taken.



6.3 Vacation Entitlement

Definition: The *Employment Standards Act* states that every employer shall give to each employee a vacation with pay of at least two weeks upon the completion of each 12 months of employment. The amount of pay for such vacation shall not be less than an amount equal to four percent (4%) of the wages of the employee in the 12 months of employment for which the vacation is given.

Wages are defined as any monetary remuneration payable by an employer to an employee under the terms of a contract of employment as well as any payment under the *Employment Standards Act* except vacation pay. Included in wages are termination pay, overtime pay, holiday pay, sick pay, equal pay adjustments, shift differentials, premiums for weekend or holidays, on-call and standby.

Wages do not include vacation pay previously paid in the 12-month period, supplementary unemployment benefits, tips or other gratuities, gifts and bonuses that are dependent on the discretion of the employer and are not related to hours, production or efficiency. Also excluded are travelling allowances or expenses, contributions made by an employer to pension funds, unemployment insurance, death grants, disability plans, accident plans, sickness plans, medical plans, nursing plans or dental plans.

Where an employee receives a greater benefit for vacation or vacation pay, that benefit will prevail over the conditions set out in the *Employment Standards Act*.

The amount of pay for a vacation shall be not less than an amount equal to four percent (4%) of the accumulated wages of the employee in the 12 months of employment for which the vacation is given and in calculating wages no account shall be taken of any vacation pay previously paid.

Regular Employees

A regular employee shall be eligible for a vacation of:

Less than One Year's Service by June 30: One working day for each full month of service completed between June 30 of the previous year and July 1 of the current year up to a maximum of two weeks (10 working days).

The employee shall be paid four percent (4%) of the accumulated wages in the year for which the vacation is given.

For One Year and Less Than Three Years' Service: 10 working days (two weeks) annually. Vacation pay shall equal 10 days' base earnings or four percent (4%) of accumulated wages, whichever is greater.

For Three to Seven Years of Service: 15 working days (three weeks) annually when an employee has completed from three to seven years of service by the end of any calendar year. Vacation pay shall equal 15 days' base earnings or four percent (4%) of accumulated wages whichever is greater.

For Eight to Fifteen Years of Service: 20 working days (four weeks) annually when an employee has completed 8 to 15 years of service by the end of any calendar year. Vacation pay shall equal 20 days' base earnings.

For Sixteen to Twenty-Four Years of Service: 25 working days annually when an employee has completed 16 to 24 years of service by the end of a calendar year.

Vacation pay shall equal 25 days' base earnings.

In the year in which the employee is first eligible for 25 working days' vacation, he/she shall be granted it in one continuous period if he/she so requests.

NOTE

Employees hired on the first working day of January shall be deemed to have completed a calendar year on December 31 of the same year.

For Twenty-Five or More Years of Service: 30 working days' vacation in the calendar year in which he/she completes 25 years of service, and in each succeeding year.

Vacation Bonus

In the calendar year in which a regular employee completes:

- 26 years' service – 1 day's base pay
- 27 years' service – 2 days' base pay
- 28 years' service – 3 days' base pay
- 29 years' service – 4 days' base pay
- 30 years' service – 5 days' base pay
- 31 years' service – 6 days' base pay
- 32 years' service – 7 days' base pay
- 33 years' service – 8 days' base pay
- 34 years' service – 9 days' base pay
- 35 years' service – 10 days' base pay and beyond

The vacation bonus shall be calculated on the employee's base rate of pay as of July 1st of the year in which the bonus is payable. These bonuses are payable on the closest payday to July 1st of each year.

Regular Part-Time Employees

Regular part-time employees are eligible for paid vacation time off. The entitlement is based on calendar years of service and payment for time off is calculated on a pro-rata basis. (Ref. Part A, Item 1.2.2).

Probationary Employees

A probationary employee shall be entitled to a vacation of one working day for each full month of service completed between June 30 of the previous year and July 1 of the current year up to maximum of two weeks (10 working days).

Four percent (4%) of the total pay of the employee shall be paid in the year for which the vacation is given – whichever is greater.

Temporary Employees Made Regular

On attaining regular status, temporary employees will receive vacation entitlement for all service as defined in Part 'A', Item 5.2.2.

Temporary Employees

For less than one year's accumulated service: Entitled to a cash vacation allowance of four percent (4%) of all accumulated wages.

6.4 Special Provisions and Allowances

6.4.1 Deferment or Interruptions of Vacations

Reimbursement will be made for out-of-pocket expenses incurred by an employee who, at the request of the Company, either defers an approved vacation or returns before the vacation has expired.

When an employee is called back from vacation or when an employee's vacation is cancelled at the request of the Company, the employee shall receive premium rates of pay for all normal hours worked on cancelled vacation days for which seven calendar days' notice has not been given up to a maximum of seven calendar days.

NOTE

In the above cases, the deferred or interrupted vacation days are to be rescheduled at a later date subject to Sections 6.1 and 6.5.

6.4.2 Statutory Holidays and Vacations

If statutory holidays, to which an employee is entitled with pay, occur within his or her vacation period, the employee shall be granted an additional day's vacation for each in lieu thereof.

6.4.3 New Employees

An employee joining the staff between January 1 and June 30 and taking a vacation before July 1, shall receive only the days allowed for service to the date of commencing the vacation. Any remaining days credited for service between the vacation commencement date and June 30 shall be taken between July 1 and December 31.

An employee joining the staff between January 1 and June 30 and taking his vacation after July 1, shall receive only the days allowed for service to June 30.

If an employee joins the staff between July 1 and December 31, no vacation allowance can be used until after December 31.

6.4.4 Re-engaged Employees

An employee whose employment is terminated and who is re-engaged within 12 months of termination shall be granted a vacation allowance based on the employee's re-established service credit (see Part 'A', Section 5.0). However, the initial vacation allowance, while prorated on the same basis as above, must be taken as outlined in Section 6.4.3.

6.4.5 Use of Vacation Credits of Succeeding Year at Christmas

For purposes of taking time off at Christmas (December 15 to December 31) employees will be permitted to utilize earned vacation credits for the succeeding year.

6.5 Postponed Vacations

6.5.1 With the exception of new employees as outlined in Section 6.4.3, vacations appropriate to the particular calendar year may be granted at any time but normally must be completed by the end of that year. Carry-over or postponement of vacations beyond the end of that year shall be in accordance with the following:

1. **Employees** may carry-over a maximum of one week's vacation to the following year (to be taken by April 30 of that following year).
2. Under special extenuating circumstances (as identified in Subsections 6.4.1, 6.5.2 and 6.5.4), application for postponement or carry-over of more than one week's vacation may be made to the respective director, or official of equivalent rank, but the vacation must be completed by April 30 of the next year.

Furthermore, employees who are not able to use their vacations by April 30, as noted above, will be entitled to receive the unused vacation in a cash amount. The employee may also bank up to one (1) week as indicated in item 36.0.3.

6.5.2 An employee who is on sick leave shall not be granted a vacation until judged fit to return to work. If still disabled when sick leave credits expire, however, the employee may be placed on earned vacation. With Directors approval an employee whose 100% sick leave credits have expired and who is unable to return to work on modified duties, may be paid vacation in full day increments (5 days maximum) to offset loss of income once per calendar year.

6.5.3 An employee who becomes ill while on vacation shall not be placed on sick leave until after termination of the vacation. Under exceptional circumstances in case of very serious illness, sick leave may be granted at the discretion of the Chief Physician/Manager Health Services. The employee would then be entitled to the unused portion of his/her vacation after recovery from the illness.

Minor illnesses and injuries may cause some degree of discomfort or disability to an employee while on vacation. Yet for the most part, these do not necessitate complete removal from the vacation setting or loss of the beneficial effects of the holiday. However, when an employee on vacation becomes seriously ill or injured and as a result must be removed from vacation setting entirely, he or she should be entitled to sick leave.

The decision as to when an illness or non-occupational injury is sufficiently severe to justify transfer from vacation to sick leave should be made on medical grounds and rests with the Chief Physician/Manager Health Services. Normally hospitalization or complete confinement to bed in the home under regular physician's care have been the criteria used to judge severity, often after consultation with the attending doctor. "Exceptional circumstances" may include a number of things such as hospitalization, the need to be flown home from a trip abroad, becoming seriously ill on the first day of vacation, etc.

The decision to transfer from vacation to sick leave must be based on reliable medical evidence and made by the Chief Physician/Manager Health Services. All cases of requests for such consideration should be referred to the Chief Physician/Manager Health Services without exception.

6.5.4 Where an employee is on sick leave or workers' compensation and thereby is unable to use his or her vacation credit during the current year such vacations may be carried over to the following year in accordance with Sections 6.1 and 6.5.1. Any outstanding vacation credit that has not been approved for carry over into the next year shall be paid out by Dec. 31 of the current year.

6.6 Vacation Payment on Termination

An employee whose service is terminated by the Company or by resignation shall be entitled to a cash payment in lieu of an outstanding vacation allowance, calculated proportionately from July 1 marking the beginning of the 12-month period in which the vacation entitlement applies. Upon the death of an employee, his or her estate shall be entitled to the same payment.

The payment will be based on:

1. Four percent (4%) of accumulated wages for an employee entitled to the prorated amount of 10 working days annually.

NOTE

In each of the following subsections, the minimum amount to be paid must be at least four percent (4%) of accumulated wages (see Definition, Subsection 6.3) of the employee in the year for which the vacation is earned.

2. Six percent (6%) of base earnings to date for an employee entitled to 15 working days annually.
3. Eight percent (8%) of base earnings to date for an employee entitled to 20 working days annually.
4. Ten percent (10%) of base earnings to date for an employee entitled to 25 working days annually.
5. Twelve percent (12%) of base earnings to date for an employee entitled to 30 working days annually.

The value of the vacation bonus will be based on the employee's base rate at the time of termination. The vacation bonus for the incomplete year of service is pro-rated for the number of completed months from the employee's ECD to the date the employee terminates.

Vacation allowance regulations for employees whose service is terminated owing to retirement on early, normal, disability or postponed pension are in accordance with the above.

6.7 Part C (Controller/Dispatcher and Trainee) Vacations

Vacations for controller/dispatchers will be governed by the following:

1. Subject to exceptions resulting from unforeseen or emergent conditions, arrangements will be made to provide vacations as under-noted:

- (a) Fourteen consecutive days³ off within the period July 1 to December 31 (summer schedule) to all regular controller/dispatchers.
 - (b) If desired by the controller/dispatcher and he/she makes this known to the Company prior to the preparation of the master work schedule, 21 consecutive days³ off including three weekends within the period July 1 to December 31 (summer schedule) to all regular controllers/dispatchers who qualify for three or more weeks' vacation.
 - (c) Where mutually convenient to the Company and the employees, if individual controller/dispatchers so request, all or part of the vacation allowance may be taken outside the period July 1 to December 31.
 - (d) A request by an individual controller/dispatcher for an extension of his/her vacation period may be granted at the Company's discretion by interchanging his/her scheduled vacation days or unused vacation entitlement with days of work, providing qualified staff (controller/dispatcher/trainee) is available.
2. If it becomes necessary to cancel the additional extension as outlined in this item, the controller/dispatcher granted the extension will be required to return to his/her original schedule without penalty to the Company.
 3. If, in any instance and due to unforeseen circumstances, vacation schedules are adversely affected, the Company will use available relief so as to reduce the abnormal period to a minimum.

7.0 STATUTORY HOLIDAYS

7.1 Recognized

The days listed below will be recognized by the Company as statutory holidays, regardless of any conflict between these holidays and those declared as statutory holidays by municipal, provincial or federal statutes.

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

When Canada Day falls on a Saturday or Sunday it shall be observed on the following Monday.

³ The consecutive days referred to would normally include other than vacation entitlement.

In the event that Boxing Day or New Year's Day falls on a Sunday, it shall be observed on Monday. Similarly, if Christmas Day falls on a Sunday, it shall be observed on Monday and Boxing Day on Tuesday.

When Christmas falls on Tuesday, Boxing Day shall be observed on Monday.

All regular and probationary employees shall be paid for statutory holidays.

A statutory holiday falling within an employee's vacation period shall not be counted as part of his/her vacation but shall be taken as an extra day of holiday.

Regular part-time employees will be entitled to statutory holiday pay provided that they:

1. Have more than three months' accumulated service;
2. Have worked on at least 12 days during the four weeks immediately preceding the holiday;
3. Have worked on their scheduled regular day of work preceding and following the holiday.

Payment for such statutory holidays will be the amount the employee would normally earn on a scheduled day of work.

7.2 Sick Leave Credits

If an employee is not scheduled to work on a statutory holiday and falls sick, his/her pay for that day will not be charged against his/her sick leave credits and he/she will receive payment at 100 percent (100%) of his/her normal daily base earnings.

If an employee is scheduled to work on a statutory holiday and falls sick, that day is treated as a normal sick day and the employee would receive a lieu day at a later date.

8.0 FLOATING HOLIDAYS

Regular, regular-seasonal and probationary employees who have accumulated 20 weeks' continuous service in any calendar year will be entitled to three floating holidays subject to the following:

1. Floating holidays may be taken on such days as the employee and his/her supervisor mutually agree upon, following reasonable advance notice on the part of the employee.

2. Floating holidays shall not be carried over into the following year unless work considerations prevent the employee from taking the floater(s) in the year of entitlement.
3. Where the employee is unable to reach mutual agreement with his/her supervisor to take his/her floating holiday(s) before year-end because of absence due to illness (except when exhausting sick leave prior to LTD) unused floating holidays will be assigned on the last working day(s) of the year.
4. Where an employee falls sick on his/her scheduled floating holiday, that day will not be charged against his/her sick leave credits, but shall be treated as a floating holiday for pay purposes.
5. Regular and probationary employees may take their floating holiday(s) before accumulating 20 weeks' service in a calendar year.
6. Regular part-time employees are entitled to three (3) floating holidays upon completing 20 weeks of service. Pay treatment for the three (3) days is on a pro-rata basis. (Ref. Part A, Item 1.2.2)
7. Entitlement on Termination: If the employee terminates after having accumulated 20 weeks' service in the calendar year, the Company will make a cash payment in lieu of any unused floating holiday credit.

If the employee terminates prior to accumulating 20 weeks' service in the calendar year, entitlement will be as follows:

- (a) If the employee has not qualified for entitlement in the previous year, he/she will have no entitlement in the current year. If he/she was granted a floating holiday under 5. above, the Company will recover one day's pay for each floating holiday taken.
- (b) If the employee has qualified for entitlement in the previous year, his/her entitlement will be prorated based on the number of weeks' accumulated service in the year of termination. For example, an employee who terminates after accumulating five weeks' service in the year would be entitled to 5/20ths of three days.

The Company will either make a cash payment in lieu of any unused floating holiday credit or recover the value of the unearned portion of floating holidays taken under 5. above.

In no case will an employee be entitled to more than three floating holidays or floating holiday credit in a calendar year.

9.0 SPECIAL TIME OFF

9.1 Additional Time Off at Christmas and New Year's Holidays

When Christmas falls on Friday and Boxing Day on Saturday, an additional half holiday will be granted employees on the preceding Thursday.

When Christmas falls on Saturday and Boxing Day on Monday, an additional half holiday will be granted employees on the preceding Friday.

When Christmas falls on Wednesday, the Friday following Boxing Day shall be granted as an additional holiday.

When New Year's Day falls on a Saturday, an additional holiday shall be granted on either the preceding Friday or the following Monday.

Those regular part-time employees whose regular scheduled day of work falls on the holidays referenced above shall be granted the time off and compensated at a rate equal to their normal daily earnings.

9.2 Payment for Time in 9.1

Eligible employees required to work during the days in 9.1 shall be paid as follows:

1. If employees are normally scheduled to work and are required to work on such a day, they shall be paid straight time for such work within normal scheduled hours and given equivalent time off with pay, up to a maximum of normal scheduled hours, within the following six months.
2. If employees are not normally scheduled to work on such a day and are required to work, they shall be paid at the rate normally paid for overtime work.
3. Eligible shift employees on a seven-day coverage basis whose normal scheduled day off falls at such designated time, shall be allowed equivalent time off with pay, within the following six months.

9.3 Treatment for Vacation

Special time off, as noted in 9.1, falling within eligible employees' vacation period shall not be counted as part of their vacation but shall be taken as additional time off.

9.4 Remembrance Day

This section was originally created to allow employees paid time off on Remembrance Day for those who served in the armed forces of Canada, Great Britain or their allies during World War II, the armed forces of the United Nations in Korea from 1950 to 1953, and the Allied Merchant Marine from 1939 to 1945.

Employees who can verify they have served in the Canadian Armed Forces, and those in the Reserve components of the Canadian Armed Forces, who have served in a foreign country, will be eligible for time off or payment if required to work.

9.5 Sick Leave Credit

When special time off, as noted in 9.1 occurs while eligible employees are on sick leave credit, their pay will not be charged against sick leave credits and they will receive 100% payment at their base rate for normal scheduled hours.

10.0 LEAVE OF ABSENCE

10.1 With Pay

Occasionally, an employee will be in a situation where there is no reasonable alternative to being absent from work for personal reasons. Sometimes the employee will, at the same time, be committed to considerable additional expense. Provision is made so that the Company may ameliorate the hardship to the employee which may result.

10.1.1 General

When in the Company's judgment the circumstances warrant such action, leave of absence with pay may be granted.

This leave is based upon reasons of personal emergency, such as severe illness in the immediate family which would necessitate remaining home until adequate arrangements could be made for outside help, or being in close attendance at a hospital. Also, in cases where an employee is faced with the effects of a severe storm, fire or flood.

10.1.2 Funerals

A regular employee may be released from duty for a period up to three days without reducing base earnings in the event of the death of a member of the immediate family including parent, parent-in-law, step-parent, brother, brother-in-law, step-brother, sister, sister-in-law, step-sister, husband, wife, son, son-in-law, step-son, daughter, daughter-in-law, step-daughter, grand-parents, grandparents-in-law and grandchildren. In the event a regular employee is on approved vacation, the employee's vacation day may be transferred to funeral leave.

In the event of the death of a fellow employee, a regular employee may be allowed time off with pay to attend the funeral. Usually the time required is less than one-half day. Regular part-time employees shall be granted the time off with pay if scheduled to work.

NOTE

Section 10.1.2 is a guide applicable under ordinary circumstances, on the distinct understanding that it does not set rigid limits either maximum or minimum.

10.1.3 Annual Training for Reserve Forces

A regular employee who serves with the Reserve Force of the Canadian Armed Forces and can be spared from work may be granted leave of absence in order to attend annual training.

The employee will be paid the difference between the gross amount received from the Department of National Defence for the full training period and base earnings for the period of absence. The employee will be required to furnish his/her supervisor with a statement from the commanding officer of the reserve unit, showing the amount received from the Department of National Defence for the training period.

10.1.4 Legal Hearings

Base earnings will be maintained when an employee is called for jury duty or is subpoenaed to appear in court as a witness except in cases involving inter-union jurisdictional disputes.

10.2 Equivalent Time Off Without Pay

Employees who have worked overtime may be granted one hour off for each hour worked, without pay, in increments of not less than one-half day, provided the employee requests the time off and the workload permits.

10.3 Family Leave

Family leave of up to *ten (10)* unpaid days per year shall be granted when requested by the employee. This benefit will not be pyramided with any legislated benefits under the Employment Standards Act or other legislation.

11.0 PREGNANCY/ADOPTION/PARENTAL LEAVES

11.1 General Provisions

To be eligible, the employee must have worked for the Company for a period of at least 13 weeks preceding the estimated delivery date or have been employed by the Company for 13 weeks by the date on which the child comes into the custody, care and control of the parent for the first time.

These leave provisions are available to all categories of employees. In addition, regular employees including regular part-time employees eligible for pregnancy leave or adoption leave are entitled to supplementary unemployment benefits (Ref. 11.4).

Pregnant employees are entitled to pregnancy leave including those women whose pregnancies are terminated by still-birth or miscarriage within 17 weeks of the expected birth date (Ref. 11.2). Following the birth of the child, the employee is also eligible for parental leave. (Ref. 11.5).

Adoption leave is available to the parent who is designated as the primary caregiver (Ref. 11.3). Parental leave is also available to such an employee (Ref. 11.5).

Parental leave is also available to employees not eligible for pregnancy or adoption leave but who have become the parent of a child (e.g. an employee whose spouse has given birth to a child or the adoptive parent who is not the primary caregiver. Ref. 11.5).

Service credit will be granted for the full duration of such leaves.

Two weeks' notice is required for such a leave, except as noted in 11.2.2. The commencement date can be advanced or delayed upon the giving of a further two weeks notice. Similarly, the termination date can be advanced or delayed upon giving four weeks notice.

Eligibility for such leave does not necessarily mean the employee is entitled to EI benefits. However, EI benefits may be available in the case of such a leave and employees should be referred to the nearest EI office to check their entitlement.

The Company will continue for the duration of any such leave to pay the same share of the premiums for OHIP, EHB, Dental Plan, Life Insurance and Pension Plan that it would normally pay for the employee. This will not apply with respect to any benefit plan where the employee is normally required to make an employee contribution and he/she has given the Company written notice that he/she does not intend to pay such contributions.

An employee going on such a leave may prepay his/her pension contributions prior to taking the leave or make up contributions on return to work to establish pensionable service for the period of absence. Prior to the leave, he/she must sign the appropriate forms indicating whether or not he/she wishes to prepay the pension plan contributions.

Positions temporarily vacated as a result of a pregnancy/adoption or parental leave will be filled on a temporary basis only until the employee on leave returns.

Provided the employee returns to work no later than the expiration of his/her leave entitlement, he/she will be offered:

- (a) The position most recently held if it still exists at a rate of pay not less than his/her wages at the commencement of the leave or if greater the wages that the employee would be earning had the employee worked throughout the leave.

- (b) Should the position most recently held not exist as a result of a surplus in the unit in accordance with Article 11 he/she will be offered a comparable position at the location he/she was previously working at a rate of pay not less than his/her wages at the commencement of the leave or if greater the wages that the employee would be earning had the employee worked throughout the leave.
- (c) Should (a) or (b) not exist he/she will be treated in accordance with Article 11.

The granting of extensions to the normal 90-day acting period for positions vacated by an employee on pregnancy/adoption/parental leave shall be automatic. The Union chief steward shall be advised of all cases where this subsection applies.

11.2 Pregnancy Leave – General

Prior to commencing pregnancy leave, the female employee must indicate in writing her desire to return to work following her pregnancy.

The *Ontario Human Rights Code* requires the employer to accommodate the needs of pregnant employees in the workplace, unless to do so would cause undue hardship to the business. If a pregnant employee is unable to work in her regular work location because of the possible radioactivity level, her normal base rate of pay will be maintained during the period of relocation.

11.2.1 Duration of Leave

An eligible female employee may apply for pregnancy leave, to commence after the 22nd week of pregnancy for a duration of up to 17 weeks.

The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is *twelve* weeks after the birth, still-birth or miscarriage.

NOTE

Female employees who are the parent of a child are entitled to parental leave in addition to pregnancy leave. Parental leave is described in 11.5. Unless otherwise mutually agreed, parental leave must immediately follow the pregnancy leave unless the child has not come into the custody, care and control of the parent for the first time.

11.2.2 Physician’s Certificate

When a female employee applies for pregnancy leave she must provide her supervisor with a certificate from *a legally qualified medical practitioner (as defined in the Employment Standards Act, 2000, as amended)* stating that she is pregnant

and giving the estimated date of delivery at least two weeks prior to the date she plans to commence the leave.

In the case of a female employee who stops working prior to the commencement of her scheduled leave because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth, that employee must, within two weeks of stopping work, give her supervisor:

- (a) written notice of the date the pregnancy leave began or is to begin, and
- (b) a certificate from a legally qualified medical practitioner that states the date of the birth, still-birth or miscarriage and the date the employee was expected to give birth.

When a female employee resigns without notifying her supervisor that she is pregnant and she has not applied for pregnancy leave, but within two weeks following her resignation, provides her supervisor with a certificate from ***a legally qualified medical practitioner (as defined in the Employment Standards Act, 2000, as amended)*** stating she was unable to perform her job duties because of a medical condition arising from her pregnancy and giving the estimated or actual delivery date, she shall be entitled to pregnancy leave if it is requested.

NOTE

The supervisor should obtain the advice and assistance of the Health and Safety Division if clarification is required.

11.2.3 Pregnancy and the Sick Leave Plan

Normal pregnancy leading to confinement is not an illness under the terms of the Sick Leave Plan. However, absences due to pregnancy-related illnesses or complications shall be considered as sick leave under the terms of the Sick Leave Plan.

11.3 Legal Adoptions – Primary Care-Giver

In cases of legal adoption where the child is raised in the home the following will apply after receipt of the child.

1. Where the child is less than elementary school age, the primary caregiver will be granted leave of up to 17 weeks.
2. Where the child is elementary school age or older and the primary caregiver requests leave, the duration will be based on the recommendation of the adoption agency with the final decision being made by the Company's Chief Physician.
3. The primary caregiver is also entitled to parental leave (Ref 11.5).

11.4 Benefits Under the Supplementary Unemployment Benefit Plan for Regular Employees

Provided they qualify for EI payments regular female employees who are eligible for pregnancy leave or the regular employee who is the parent designated as the primary caregiver in a legal adoption proceeding shall be paid a benefit in accordance with the Supplementary Unemployment Benefit Plan. In order to receive this benefit, the employee must provide the Company with proof that he/she has applied for and is eligible to receive unemployment insurance benefits pursuant to the *Employment Insurance Act*. The grant payment may only be paid upon receipt of proof that the employee is eligible for EI benefits. The simplest “proof of eligibility” is the counterfoil from the employee’s first EI cheque.

According to the Supplementary Unemployment Benefit Plan payment will consist of:

1. Two weeks at 93 percent (93%) of the employee’s base pay.
2. Up to fifteen additional weekly payments dependent on the length of his/her EI entitlement, equivalent to the difference between the unemployment insurance benefits the employee is eligible to receive and 93 percent (93%) of the employee’s base pay.
3. In the case of a legal adoption, in addition to the Supplementary Unemployment Benefit Plan payments, the primary caregiver shall receive the equivalent of 93% of two weeks base salary in the thirteenth and fourteenth weeks of the leave.
4. Other earnings received by the employee will be considered so that the total combination of SUB, EI benefit and other earnings will not exceed 93 percent of the employee’s base pay.

These payments will only be made if the employee signs an agreement with the Company, providing:

- (a) that he/she will return to work and remain in the Company’s employ for a period of six months from the date of return to work;
- (b) that he/she will return to work on the date of the expiry of her pregnancy leave or his/her adoption leave, unless the employee is entitled to another leave provided for in this agreement;
- (c) that the employee recognizes that he/she is indebted to the Company for the payments received if he/she fails to return to work as per the provisions of subsections (a) and (b).

11.5 Parental Leave

11.5.1 General

Employees who have been employed by the Company (including service with Ontario Hydro) for a period of at least 13 weeks by the date on which the child is born or comes into the custody, care and control of the parent for the first time are eligible for an unpaid parental leave. A parent includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

11.5.2 Duration of Leave

Employees eligible for parental leave may take this leave beginning not later than **78** weeks of the child being born or coming into care. Unless otherwise mutually agreed females on pregnancy leave wishing to take a parental leave must commence parental leave immediately following the end of the pregnancy leave unless the child has not come into custody, care and control of the parent for the first time. The duration of this leave is up to **61** weeks following the date the leave commenced, ***if the employee also took pregnancy leave, or 63 weeks if they did not.***

Employees who wish to take this leave must give the Company two weeks' notice in writing prior to the date the leave would begin and four weeks' notice of the date the leave will end if they wish to terminate the leave prior to **61** weeks following the date the leave commenced ***if the employee also took pregnancy leave, or 63 weeks following the date the leave commenced if they did not.***

11.6 Service Credit

Employees who were granted pregnancy/adoption/parental leave from the Company or its predecessor, Ontario Hydro, on or after November 18, 1990 will be eligible for service credit for the full duration.

12.0 DISABILITY BENEFITS AND INCOME PROTECTION

12.1 Sick Leave Plan

The benefits of the Company's Sick Leave Plan shall be considered as part of this Agreement. However, it is recognized that its provisions are not an automatic right of an employee and the administration of this plan and all decisions regarding the appropriateness or degree of its application shall be vested solely in the Company.

When required by the employer, Major Medical Absence Reports, associated follow up reports shall be paid for by the employer up to \$50.00.

The Company's Sick Leave Plan will provide that probationary and regular employees will commence with a credit of eight days at 100 percent (100%) and 15 days at 75 percent (75%) pay, payable from the first day of sickness. This credit will continue to be available until the employee attains his/her first annual accumulation date

as a regular employee. At the time of this accumulation date and each subsequent accumulation date he/she will acquire additional credits of eight days at 100 percent (100%) pay and 15 days at 75 percent (75%) pay. The accumulation of credits will be subject to the provisions of the Company's Sick Leave Plan.

Regular part-time employees shall receive a pro-rated number of sick days. When a regular part-time employee is absent due to illness on a scheduled day of work, they shall be paid for the hours of work scheduled for that day provided sick leave credits are available.

Normally employees will be expected to arrange routine medical or dental appointments during non-working hours. Where such appointments cannot be arranged during non-working hours and the employee can be released from his/her duties, then the time shall be charged against an employee's sick leave time.

Employees who are on sick leave for 30 days or more may be eligible to participate in a vocational rehabilitation programme in accordance with the Company's policy.

12.1.1 Medical Leave with Pay

Employees who are injured while commuting under Part A Item 20 to a temporary work headquarters which is 50 kilometers or less from their regular work headquarters, will be eligible for a Medical Leave of Absence with Pay provided they are deemed unable to work by the Chief Physician. The employee must apply for WSIB. This leave shall be paid at 75 percent (75%) of the employee's base rate once sick leave credits are exhausted. Sick leave plan rules apply. The medical leave shall be for a maximum of six months or when the employee is placed on LTD, whichever occurs first.

12.2 Long Term Disability

12.2.1 General Provisions of LTD Plan

The Long Term Disability (LTD) Plan provides financial security and rehabilitative employment features to regular employees during their absence from work due to extended sickness or injury. LTD benefits commence upon completion of the qualifying period which is defined below. Regular employees who are approved for the provisions of the LTD Plan will be subject to the following contractual provisions.

All employees who are in receipt of LTD benefits will be eligible to participate in the Rehabilitation and Re-employment Programme dependent upon their medical suitability and procedural requirements.

DEFINITIONS:

LTD Qualifying Period – The qualifying period is defined as the period six calendar months from the starting date of the employee's continuous absence due to disability; or a total of six months in accumulative authorized medical absences in the year prior to the date sick leave expires due to the same progressively deteriorating disability; or the expiration of sick leave whichever is longer.

Disability Period – The period in which an employee cannot continuously perform the essential duties of any position available in accordance with the priority placement criteria of the Rehabilitation and Re-Employment Procedure.

Benefit Level – The Company agrees to assume the full cost of an LTD Plan for all regular employees. The Plan would provide for a monthly income during the disability period equal to the lesser of:

1. Sixty-five percent (65%) of base earnings at the end of the qualifying period for LTD benefits, or
2. Seventy-five percent (75%) of base earnings at the end of the qualifying period for LTD benefits less any compensation awards from the Workplace Safety and Insurance Board (WSIB) (excluding the Non-Economic Loss award) and/or the Canada Pension Plan, excluding benefits for dependents.
3. ***Employees on LTD benefits shall apply for Canada Pension Disability (CPPD) at the appropriate 6 month period at the request of the insurance carrier, unless there are compelling (e.g. medical) reasons that prevent the employee from doing so. If approved, the employee will no longer have CPP deductions deducted from the Benefit Level.***

NOTE

Regular part-time employees shall be eligible for pro-rated income benefits.

Miscellaneous Provisions – A person who runs out of sick leave credits will be granted a leave of absence without pay until such time as the LTD qualifying period elapses. The employee will continue to receive service credit during this period and have coverage maintained in but will not be required to contribute to the Company's Pension Plan, Health and Dental benefits, and the Company's Group Life Insurance Plan.

Where an employee has been retrogressed to a lower-rated job for medical reasons and within two years (not including the LTD qualifying period) begins receiving a monthly income under the LTD Plan for reasons directly related to the original medical condition, the base earnings used to compute the LTD monthly income payment shall be the current rate of the employee's original classification.

Exceptions and Limitations to the LTD Plan

LTD benefits will not be made available for claims resulting from:

1. A disability for which the person is not under continuing medical supervision and treatment considered satisfactory by the Insurance Carrier and the Company.

2. A disability caused by intentional self-inflicted injuries or illness while sane.
3. A disability from bodily injury resulting directly or indirectly from insurrection, war, service in the armed forces of any country, or participation in a riot.
4. Normal pregnancy leading to confinement.
5. Disability from occupational injuries for which the employee is receiving Loss of Earning (“LOE”) award from the Workplace Safety & Insurance Board for the first 24 months of payment due to total disability.

No amount of LTD benefit will be payable with respect to the disability of an employee during any of the following periods:

1. If the disability is due to mental disorder, any period while the employee is not under the continuing care of a certified psychiatrist or other care authorized by the employee’s psychiatrist.
2. If the disability is due to substance abuse, alcoholism and/or drug addiction any period in which the employee is not certified as being actively supervised by and receiving continuing treatment from a rehabilitation centre or a provincially designated institution.
3. The period during which the employee is on leave of absence, including Pregnancy Leave of Absence. The LTD qualify period begins on the date the employee is expected to return to work from that leave of absence.

12.2.2 Benefits While on LTD

1. **Service Credit:** Service credit shall not continue while the employee is in receipt of LTD benefits. Upon return to work, service credit shall be applied as per Item 12.2.4.
2. **Vacation Credit:** Any outstanding vacation entitlement for a person going on LTD will be paid in cash upon expiry of sick leave. The cash payment will be calculated on the base earnings at the expiration of sick leave for the prorated days of vacation entitlement, any outstanding lieu days, any outstanding floating statutory holidays, and banked time for 40-hour per week employees. No vacation entitlement, floating holidays, or banked time for 40-hour per week employees accrues while a member is in receipt of LTD benefits.
3. **Vacation Credit During Rehabilitation Employment:** Vacation credits will be earned based on the hours worked and the employee’s vacation entitlement multiplied by the corresponding percentage listed below. These

credits will be paid in cash in the last pay period of the year if not used by December 31, or upon return to regular employment, or upon termination.

Vacation Entitlement (Based on Service Credit)	Percentage of Accumulated Earnings/Hours Worked
10 working days or less annually	4%
15 working days annually	6%
20 working days annually	8%
25 working days annually	10%
30 working days annually	12%

4. The Company health and dental coverage premiums continue to be maintained by the Company.
5. **The Company Pension Plan:** The employee's membership in the plan continues. Upon expiry of sick leave, the requirement for employee contributions is waived. An employee is not required to make contributions to the plan while he/she is receiving LTD benefits. The retirement pension continues to accumulate. Years of service continue to accumulate for entitlement to rights and benefits under the Pension Plan.
6. **The Company Group Life Insurance Plan:** Commencing the first day of the month following the end of the qualifying period for LTD benefits, an employee will continue receiving the same insurance option during receipt of LTD benefits as that in force prior to such receipt. An employee who is in receipt of LTD benefits is not required to make contributions to the Group Life Insurance plan.
7. **Sick Leave Entitlement:** Upon receipt of the memorandum from the Chief Physician recommending that the employee should make application for LTD benefits, entitlement to accumulate or restore sick leave credits shall cease on the day following the next accumulation date provided that it falls within the qualifying period.
8. **Union Dues:** Upon expiry of sick leave an employee's Union dues shall cease.
9. Employee status will continue with respect to maintaining redress rights to contractual provisions.

12.2.3 Recurring Disability After Return to Regular Work

If, on return to regular employment after receiving disability benefits, a subsequent period of disability recurs within six months and is related to the cause of the previous disability, the following shall apply:

Entitlement to existing sick leave credits shall cease, the qualifying period shall be waived, and the employee shall immediately receive LTD benefits as if there had been no return to work.

12.2.4 Individual Returns to Regular Employment

1. **Service Credit:** Continuous service recommences upon return to work and service credit accumulated prior to the date of receipt of LTD benefits will be added to it. In addition, for employees returning to regular employment within the first two years in receipt of LTD benefits, full service credit will be granted for that period as well. It should be noted that seniority for all employees in receipt of LTD benefits continues to accrue during the period they are in receipt of LTD benefits.
2. **Vacation Credit:** The employee will start earning vacation credit based on total service credit.
3. **The Company Health and Dental Coverage:** Premiums continue to be maintained by the Company.
4. **The Company Pension Plan:** Employee contributions recommence.
5. **The Company Group Life Insurance Plan:** Employee contributions recommence.
6. **Sick Leave Entitlement:** Eight days at 100 percent (100%) and 15 days at 75 percent (75%) pay shall be immediately credited. On the first accumulation date, restoration of sick leave credits will take place based on the total service credit. It is recognized that this provision is subject to the provisions of recurring disability as defined in Section 12.2.3.
7. **Union Dues:** Union dues recommence.

12.2.5 Termination of LTD Benefits

The LTD benefit ceases when any of the following events occur:

1. The date the individual ceases to be totally disabled or engages in any occupation for wage or profit except as permitted by the Rehabilitative Employment Clause.
2. The date the individual reaches age 65.

3. The date the individual fails unreasonably to furnish proof of the continuance of such total disability, or fails to submit to an examination requested by the Plan's medical advisors. At that point all LTD benefits will cease and the employee will be terminated.

When an employee does not comply with the above requirements the Union will be informed and act as the employee's advocate prior to such termination.

4. The date the individual dies.
5. The date the individual receives pension under the Company Pension Plan.

12.2.6 Indexation

1. **LTD Benefits:** Individuals who are in receipt of LTD benefits will have their LTD benefit level indexed by the same amount that pensions are indexed.
2. **Pension Calculation – Base Earnings:** For the purposes of calculating the pension benefit for LTD recipients the base earnings at the end of the qualifying period will be increased by the amount of the indexation increase granted in 1. above.
3. **Insurance Benefit – Base Earnings:** It is agreed that for purposes of calculating the group life insurance benefit for LTD recipients, the base earnings at the end of the qualifying period will be increased by the amount of the indexation increase granted in 1. above.

12.3 Rehabilitation and Re-employment

Rehabilitative employment is an important feature of the Plan which provides an employee with additional financial incentive and assistance to re-enter the work force. It is defined as any employment within the Company and remains in effect until the employee is offered regular employment.

If during the disability period, an employee becomes capable of working, the Company shall endeavour to provide an (disabled) employee with work he/she is capable of performing. It is recognized that an employee must be prepared to attempt rehabilitative employment. In the event the employee refuses reasonable rehabilitative or regular employment, he/she shall be terminated and forfeit all rights to LTD benefits.

During rehabilitative employment, remuneration will be prorated based on the hours worked and the hourly rate of the current base rate of the rehabilitative position. Employees will continue to receive approved LTD/Sick Leave benefits, however, the benefit level will be adjusted so that the total of the rehabilitative earnings and these benefits shall not exceed the current base rate of the position occupied prior to disablement.

After the employee has successfully completed his/her rehabilitative employment and has been placed in a regular job on a continuing capacity, he/she will be paid at the normal rate of the job in which he/she has been placed, subject to any applicable retrogression policy.

12.4 Workplace Safety and Insurance Board Payments

The *Workplace Safety and Insurance Board* (WSIB) is responsible for administering the Workplace Safety and Insurance Act, and payments will be made according to the provisions set out within that Act. Any future legislative or regulatory changes may necessitate further discussion on the part of both parties.

Pending the decision of the WSIB regarding entitlement to awards, an employee's normal earnings will be maintained at his/her current level of sick leave (i.e. 100%, 75%, 0%).

12.5 Supplementary Grant

12.5.1 Definition of Supplementary Grant

The supplementary grant is an amount equal to the difference between the WSIB award and the employee's normal earnings after income tax deductions.

NOTE

WSIB award for this section excludes permanent impairment awards granted for accident dates prior to January 1, 1990, Non-Economic Loss Awards or Older Worker Supplements.

The employee's earnings for the purpose of calculating the supplementary grant will include only regular scheduled hours for a normal week.

The supplementary grant will be such an amount as to maintain the employee's normal net pay.

NOTE

Such a grant will not include payments for shift bonus, relief pay, overtime or premium hours or other payments which are not applicable when the employee is absent from and not available for work.

12.5.2 Who Receives the Supplementary Grant

The supplementary grant will be made only to probationary and regular employees.

Employees who are receiving *Workplace Safety and Insurance Board* benefits for claims or injuries suffered while in the employ of an employer other than the Company are required to notify the Company of being in receipt of those benefits in order to qualify for the supplementary grant. These employees will not be eligible

for sick leave while receiving *Workplace Safety and Insurance Board* benefits that qualify for the supplementary grant.

12.5.3 Responsibility for Payment

The responsibility for payment will be in accordance with The Standard Authorities – Payroll Documents.

12.5.4 Withholding the Grant

The award of the supplementary grant should not be withheld unless there is strong evidence of gross negligence or obvious misconduct on the part of the injured employee. The supplementary grant will be withheld if the employee is not co-operating in the Early and Safe Return to Work Process or a WSIB Work Reintegration Plan or refuses a medically suitable position.

Authority for withholding the grant is vested in Vice President(s), Directors, Superintendents, in consultation with Human Resources, Labour Relations and the Manager of Health Services & Rehabilitation.

12.5.5 Payment While in Receipt of WSIB Award

An employee in receipt of Total Temporary Disability (TTD) benefits will receive the supplementary grant for the entire period. Upon notification of the amount of the FEL award and/or LOE award the Company agrees to pay supplementary grant monthly on the FEL award and/or Loss of Earning (LOE) award for a maximum of 24 months. Any workers' compensation payments in excess of the FEL award and/or LOE award, excluding the Non-Economic Loss (NEL) award, shall be considered part of the FEL award and/or LOE award for purposes of calculating the supplementary grant. Upon request, the employee shall be paid out any outstanding vacation entitlement while payments are being processed.

For employees on rehabilitative employment the total compensation of FEL and/or WSIB Award plus rehabilitative earnings plus the Company supplementary grant shall not exceed 100% of the current rate of the pre-disability job.

If after 24 months in receipt of supplementary grant and a FEL award and/or LOE award the employee is still unable to return to work, he/she shall be placed on sick leave. The employee will continue to draw from his/her sick leave bank on a daily basis at the rate of half a day if the amount equal to the supplementary grant is equal to, or less than 4 hours, and a full day if the amount equal to the supplementary grant is greater than 4 hours per day. While on approved sick leave, however, the benefit level will be adjusted so that the total of any WSIB award and the sick leave benefit shall not exceed the employee's current base rate. Upon expiry of sick leave, if the employee is still unable to return to work, he/she shall qualify for LTD less any award, pension entitlement and/or any supplement from the Workplace Safety and Insurance Board (excluding NEL award) and/or the Canada Pension Plan.

12.6 Waiver of Posting or Selection

If at any time an individual who is in receipt of LTD or *Workplace Safety and Insurance Board* benefits is capable of returning to any further service with the Company or if a medically suitable position becomes available for an employee who is medically restricted while at work or on sick leave, the Company will request, and the Union shall normally grant a waiver of posting or selection after considering all medically restricted employees eligible under the Rehabilitation and Re-Employment Policy.

13.0 HEALTH INSURANCE PLANS

13.1 Regular Employees, Pensioners and Regular Employees Receiving Workplace Safety and Insurance Board Payments

Subject to the condition that employees enroll their spouse and dependent children, the Company agrees to pay 100 percent (100%) of the premiums for:

Exception: Regular part-time employees shall be eligible for Health Insurance Plan coverage. Such employees will be required to pay costs of premiums (except OHIP) based on hours not worked divided by the regular hours of the classification. If he/she elects not to pay, coverage will not be provided.

1. OHIP – Covers medical and standard ward hospital services.
2. Supplementary Plan – Covers semi-private hospital services.
3. Extended Health Benefit Plan – Coverage details are contained in the current brochure entitled “Extended Health Benefits for Hydro One Inc.”
4. Group Dental Insurance Plan – Coverage details are contained in the current brochure entitled “Supplemental Group Dental Benefits for Hydro One Inc. “

An employee may voluntarily discontinue coverage in plans 2., 3. and 4. Upon reentry, and depending upon the terms of each plan, a waiting period must be satisfied before services will be covered. This would not apply to changes relating to marital/dependents status.

Effective January 1 of each year of the collective agreement, dentist fees will be paid up to the amounts shown in the current ODA Fee Guide.

13.2 Probationary Employees

The Company will pay 100 percent (100%) of all claims and fees for all probationary and regular employees who are covered by the Semi-Private Hospital Accommodation Plan, Extended Health Benefits Plan and Dental Plan. Coverage will commence on the employee’s Established Commencement Date and will cease on the employee’s termination date.

The Company will pay 100 percent (100%) of OHIP premiums commencing the second month of employment.

14.0 PENSION AND INSURANCE

NOTE:

As a result of Re-Opener Negotiations and the subsequent Teplitsky Award dated June 15, 1998 and 2000 Negotiations, several revisions were made to the Ontario Hydro Pension Plan which were incorporated in the Hydro One Inc. Pension Plan.

The changes include:

Notional Account

In consideration for the Rule of 82, changes to indexing, and changes to survivor benefits each as described below, the Notional Account will be eliminated in respect of all members, former members and beneficiaries of the plan and the elimination shall be confirmed by the obtaining of all necessary orders (including an order varying the order of Mr. Justice Trainor dated November 4, 1991).

The union will take, on an expeditious basis, all steps as may be required in order to obtain the necessary orders and will support Hydro in any steps Hydro may be required to take. Each party shall bear its own costs.

Rule of 82

Effective July 1, 2000, any member who on the date of retirement is represented by the Power Workers Union may, on or after the first day of the month in which the sum of the member's age in years and years of continuous employment is equal to or greater than eighty two, receive a pension that is 100 percent of the member's earned pension computed in accordance with the rules of the pension plan, in particular, rule 6.*

Indexing

Effective on the date the Notional Account is eliminated, the plan shall be amended, in respect of members and former members who immediately prior to termination of employment were members of the union, to increase pension benefits on January 1 of each year by 100 percent of the increase in the Consumer Price Index, up to a maximum of 8 percent per year. In the event that the increase in the CPI exceeds 8 percent, the increase shall be carried forward to future years. In the event that the CPI decreases, the percentage

decrease shall be applied in determining subsequent increases in pension benefits. A decrease in the CPI shall not reduce pension benefits in payment.

Changes to indexing as described in this section are subject to the condition precedent that the Notional Account will be eliminated for all members and former members and confirmation thereof by order as set out above.

In the absence of such an amendment and elimination of the Notional Account, the pensions of members and former members who immediately prior to termination of employment were members of the union will be increased by 100 percent of the increase in the CPI effective January 1, 1999 and January 1, 2000 and the cost of such indexing shall be charged to the Notional Account in the same way as was done in respect of the increase on January 1, 1998.

Survivor Benefits

Effective July 1, 2000, pensions of survivors of members or former members who on the date their employment ceased were members of the union shall be based on 66 and 2/3 percent of the member's pension rather than 64 percent of the member's pension.

Contribution Holidays

The parties agree that they will jointly approach the Government of Ontario to amend the *Power Corporation Act* to permit the Corporation to take contribution holidays from April 1, 1998 to the earlier of the date the collective agreement expires or the date subsection 22(4) of the *Power Corporation Act* is repealed.

14.1 Changes to the Pension Plan

14.1.1 The present Hydro One Inc. Plan forms part of this Collective Agreement. The pension portion of the Plan is generally described in the current brochure "Your Hydro Pension Plan". Changes to the plan affecting employees within the jurisdiction of the Union shall be subject to the following:

1. Subject to 2, Hydro One Inc. shall not make rules which would change employee benefits unless upon mutual consent.
2. In the event of the enactment of any general pension legislation applicable to the employees of Hydro One Inc., amongst others, Hydro One Inc. may, after notification to the Union, effect amendment of the Hydro One Inc. Plan provided that the combination of benefits resulting from the Hydro One Inc. Plan as so amended and such legislation will not be less in the aggregate than the benefits now provided.

14.1.2 Pension items will be submitted at the time that regular amendments to the Collective Agreement are submitted and will be negotiated at the time of regular bargaining.

14.2 Pension Plan

14.2.1 The interest rate on contributions returned to terminated employees will be calculated as set out in the Hydro One Inc. Pension Plan.

14.2.2 Integration with Other Benefits: Pension disability to be discontinued upon implementation of LTD Plan. Those presently on pension disability to continue under the existing provisions.

14.2.3 In recognition of proposed benefit improvements the Union agrees that the value of any EI rebate shall accrue to Hydro One Inc.

14.2.4 Early Retirement – Without Discount

1. Effective January 1, 1981 employees with the following age/service combinations may retire early with no loss of accrued benefits:
 - Age 60 or over with 25 years' service.
 - Age 59 or over with 26 years' service.
 - Age 58 or over with 27 years' service.
 - Age 57 or over with 28 years' service.
2. Employees may retire without discount when their age and years of continuous service equals 82 or more.
3. Employees who do not qualify for an unreduced early retirement pension under 14.2.4(1.) or 14.2.4(2.) may retire without discount after completing 35 years of continuous service.

Early Retirement Discounts

Table 1		Table 2		Table 3	
All employees with 25 or more years' continuous service (except females hired prior to 1976)		All employees with 15 or more but less than 25 years' continuous service (except females hired prior to 1976)		Female employees hired prior to 1976 with 15 or more years' continuous service	
Age	Percent Discount	Age	Percent Discount	Age	Percent Discount
55	15	55	25	50	25
56	12	56	22	51	22
57	9	57	19	52	19
58	6	58	16	53	16
59	3	59	13	54	13
60	0	60	10	55	10
61	0	61	8	56	8
62	0	62	6	57	6
63	0	63	4	58	4
64	0	64	2	59	2
65	Normal Retirement	65	Normal Retirement	60-65	Normal Retirement

NOTE

The above factors apply to employees who do not otherwise qualify for undiscounted early retirement pension.

14.2.5 Early Retirement – With Discount

1. The early retirement discount factors shown in Table 1 are for employees with 25 or more years' continuous service (except females hired before 1976) who do not qualify for undiscounted early retirement pension.
2. All employees who terminate and vest their pension will be entitled to the same early retirement discount as set out under 1. above provided they had completed 25 years' continuous service by the date of their termination.
3. The early retirement discount factors shown in Table 2 apply to all employees who have 15 or more but less than 25 years' continuous service, except females hired before 1976.
4. The early retirement discount factors shown in Table 3 apply to all female employees hired before 1976 who have 15 or more years' continuous service and do not qualify for an undiscounted pension.

14.2.6 Transfer of Pension Credits Between Reciprocal Employers and Hydro One Inc.

Providing the reciprocal employers agree, the pension credits may be transferred to and from the reciprocal employer and Hydro One Inc. if the affected employees have fully vested their pension credits with the former employer and were hired by Hydro One Inc./reciprocal employer within three months of the termination date. This provision allows retroactive application.

14.3 Group Life Insurance

The present Life Insurance Plan of Hydro One Inc. forms part of this Collective Agreement.

14.3.1 At the time permanent wage adjustments to base annual earnings (as defined in the insurance plan) are implemented, adjustments will also be made in insurance coverage as follows:

1. If the change is effective on or between the first calendar and the first fiscal day of the month, eligibility is established for the given month.
2. If the change is effective on any other day of the month, eligibility is established for the next month.

14.3.2 Life insurance coverage of \$20,000.00 will be provided for employees who are required to work or travel in helicopters or aircraft. This coverage shall be in addition to the Group Life Insurance Plan.

14.3.3 Additional Employee, Spousal and Dependent Life Insurance

Effective July 1, 1994, eligibility under the Spousal Life Insurance Program in place as of April 1, 1994 will be extended to PWU represented employees. Effective July 1, 2001, eligible dependents will be eligible for life insurance coverage on the same basis as the Spousal Life Insurance Program at no cost to the Company.

At no cost to the employer, effective July 1, 2002, employees will have the option of purchasing additional term insurance in blocks of \$10,000 to a maximum of \$150,000 at rates established and with the conditions defined by the insurance company.

15.0 RETIREMENT

15.1 Bonus and Outstanding Vacation Payments on Retirement

1. An employee who has completed 10 years of continuous employment, shall be given, on retirement, a cash bonus equal to one month's pay. (In the case of a regular part-time employee, the one month's pay will be pro-rated as per Part A, Item 1.2.2.)

2. The employee on retirement shall also be given a cash payment for any outstanding vacation credits. The cash payment will be on the same basis as outlined in Part 'A', Section 6.6 – Vacation Payment on Termination.
3. If required by the Company to postpone his/her vacation for the year immediately prior to retirement, he/she shall receive a cash payment for that period. No payment shall be made for unused vacation for any other years.

15.2 Retirement While Ill

An employee who falls ill and is not able to return to work prior to the approved normal or early retirement date, shall, subject to approval by the Chief Physician, continue to be carried on the payroll as follows:

15.2.1 Sick Leave Grant Extends to or Beyond Retirement Date

If the sick leave grant carries the employee to or beyond the approved retirement date, the employee shall be retired upon being declared fit to return to work, or upon expiration of the sick leave grant, whichever comes first. The employee shall be given a cash payment in lieu of any outstanding vacation entitlement up to normal retirement date [see Subsection 15.1(2.) preceding], plus a bonus of one month's pay [if applicable, see Subsection 15.1(1.)].

15.2.2 Vacation Credit and Bonus Extends to or Beyond Retirement Date

If the sick leave grant expires prior to the approved retirement date, but part or all of the outstanding vacation credit (Part 'A', Section 6.6 – Vacation Payment on Termination) and bonus of one month's pay [if applicable, see Subsection 15.1(1.) preceding] carries to or beyond the approved retirement date, the employee shall be given a cash payment in lieu of any unused portion of:

1. The vacation credit accumulated up to the expiry of the sick leave; and/or
2. The month's bonus.

15.2.3 Sick Leave Grant, Vacation Credit and Bonus Expires Before Retirement Date

If the sick leave grant together with any outstanding vacation credit and month's bonus [where applicable, see the preceding Subsection 15.1(1.)] does not carry to the approved date, the case shall be referred to the Director of Health and Safety for a determination of the employee's eligibility for LTD.

15.2.4 Unused Vacation Credit for Preceding Year

An employee on sick leave grant which extends over the beginning of a calendar year may be allowed credit for any unused vacation for the preceding year, subject to the approval of the director, or official of equivalent or higher status with the concurrence of the Director of Health and Safety.

16.0 REDUCED HOURS OF WORK FOR EMPLOYEES WHOSE NORMAL HOURS OF WORK ARE 40 PER WEEK

Effective April 1, 1994, the base work week for 39.5 hour per week employees was reduced to 39.0 hours per week.

1. The normal scheduled and paid hours of work will remain at 40 per week.
2. Overtime rates will be paid for all hours in excess of normal scheduled hours.
3. This banked time may be taken on such days as the employee and his/her supervisor mutually agree upon following reasonable advance notice on the part of the employee.
4. Banked time may be taken off in a minimum of half-day (i.e., four-hour) increments.
5. Banked time accumulated in a calendar year must be taken by April 30 of the following year.
6. Where the employee is unable to reach mutual agreement with his/her supervisor to take his/her banked time entitlement (except when exhausting sick leave prior to LTD as noted in Part 'A', Item 12.2.1), unused banked time entitlement will be assigned on the last working day(s) prior to April 30.
7. Where an employee falls sick on his/her scheduled banked time off, that day will not be charged against his/her sick leave credits, but shall be treated as banked time off for pay purposes.
8. Banked time will not accumulate for any period of unpaid leave exceeding 40 consecutive scheduled hours. Scheduled days off will not be considered as breaking the consecutive nature of scheduled hours. Banked time will accumulate during a paid leave of absence and Pregnancy / Adoptive / Parental Leave.
9. When an employee terminates or when an employee is reclassified to a job where the normal hours of work are less than 40 hours per week, unused banked time will be paid off at straight time rates.

16.1 Alternate Hours of Work Arrangements

In the interests of promoting organization effectiveness whilst meeting the needs of employees, the local chief steward and the appropriate management designate may agree to Hours of Work Arrangements for a work group or crew other than the normal scheduled hours/days for purposes of using up banked hours only. Either party with reasonable notice may cancel or request a change to the hours of work arrangement. Where banking of time is the agreed upon arrangement, the provisions of 16.2 will apply.

The following organization effectiveness criteria will be considered to determine which hours of work arrangement including banking time is appropriate.

- (i) Where possible, hours should be arranged to allow more flexibility for employees
- (ii) Productivity levels overall will be maintained
- (iii) Cost effectiveness e.g. impact on overtime, staff levels
- (iv) Requirement for job coverage
- (v) Effective work flow and interface among work units
- (vi) Level of service to external and internal customers

16.2 Where an alternate hours of work arrangement has not been agreed to in 16.1, the employees will continue to work 40 hours per week, banking one hour per week at straight time subject to the following:

1. The normal scheduled and paid hours of work will remain at 40 per week.
2. Overtime rates will be paid for all hours in excess of normal scheduled hours.
3. Bearing in mind organization effectiveness and with reasonable advance notice on the part of the employee, this banked time may be taken on such days as the employee and his/her supervisor mutually agree. Banked time must be taken by April 30th of the following year.
4. Banked time for shift workers shall be rescheduled as part of the time balanced schedule. Should the parties affected by a particular schedule mutually agree otherwise, the banked days may be scheduled outside the shift schedule.
5. Banked time may be taken off in a minimum of half day (i.e. four hour) increments. By mutual agreement fewer hours may be taken off to accommodate abnormal situations.
6. Banked time will be calculated on a calendar basis. At that time bank time credits will be calculated and adjusted accordingly. Note: This represents a change in the period used for calculating banked time (i.e. from April 1 – Mar 31). Employees will not earn more or lose time as a result of this transition.
7. Where the employee is unable to reach mutual agreement with his/her supervisor to take his/her banked time entitlement (except when exhausting sick leave prior to LTD as noted in Part 'A', Item 12.2.1), unused banked time entitlement will be assigned on the last working day(s) prior to April 30.

8. Where an employee falls sick on his/her scheduled banked time off, that day will not be charged against his/her sick leave credits, but shall be treated as banked time off for pay purposes.
9. Banked time will not accumulate for any period of unpaid leave exceeding 40 consecutive scheduled hours. Scheduled days off will not be considered as breaking the consecutive nature of scheduled hours. Banked time will accumulate during a paid leave of absence, and pregnancy leave and parental leave.
10. When an employee terminates or when an employee is reclassified to a job where the normal hours of work are less than 40 hours per week, unused banked time will be paid off at straight time rates.
11. Within the calendar year, banked time may be taken off prior to it being earned. If an employee leaves a banked time arrangement having taken more time than time earned, the employee will pay back the unearned amount by one of the following methods:
 - i) vacation or floating holidays, and where applicable statutory holiday credit;
 - ii) payroll deduction – the employee may be required to provide written authorization for payroll deduction.

17.0 PAYMENT FOR ALLOWANCES

17.1 Temporary Instruction

17.1.1 Daily Allowance

An allowance of **\$40.00** per day or part of a day will be paid to an employee withdrawn from his/her normal duties for up to a maximum of thirty consecutive working days, to prepare for and/or to deliver classroom instruction or group demonstration.

Instructors assigned beyond thirty consecutive working days will be compensated at the regular Training Technician rate (Grade 65, Step 3), or 6% more than the individual's normal base rate whichever is greater.

Temporary Instructor requirements anticipated to exceed five months in duration but not greater than eighteen months shall be posted as Temporary Instructor vacancies (as per Article 10). Compensation will be at the regular Training Technician rate (Grade 65, Step 3), or 6% more than the individual's normal base rate whichever is greater.

These training delivery opportunities will be distributed as equitably as possible based on the skills necessary to carry out the training.

Employees so appointed who are required to give instruction outside of normal working hours shall be paid for this time at the appropriate premium rate in addition to the allowance/rate.

This allowance would not apply to:

- preparing and/or presenting a segment of his/her routine safety meeting
- on the job training given by an employee
- those employees whose normal duties include instruction
- any supervisor who is not removed from his/her normal duties and who receives greater than 5 percent more than those he/she supervises
- normal journey person to apprentice relationships
- the evaluation of performance on a specific training project as in the Electrical Maintenance Training Program.

17.1.2 Weekly Allowance

Those employees who are appointed to instruct Controller/Dispatcher Trainee along with their regular duties shall receive \$50.00 per week bonus which is in compensation for the instruction and preparation of instruction material and for evaluating the performance and progress of the Controller/Dispatcher Trainee on a continuing basis of at least one week's duration.

Employees so appointed who are required to give instruction outside of normal working hours shall be paid for this time at the appropriate premium rate in addition to the allowance specified above.

This allowance does not apply to:

- on the job training given by an employee
- employees whose normal duties include instruction.

17.2 Part B Employees (Maintenance Trades)

17.2.1 Apprentices Attending School

Where an apprentice is required to attend a trades school in order to qualify as a tradesperson, or where it is clearly in the Company's interest to have the apprentice attend such a school, the apprentice will be granted a living allowance equivalent to 75 percent (75%) of his/her normal earnings in addition to any government grant, while attending a vocational or trades school under the Apprenticeship Act.

17.2.2 Field Allowance

A field allowance of \$25.00 per overnight stay will apply to all employees when working from bush camps or in northern communities in the Northeast and Northwest served by local diesel generation.

17.3 Part D Employees (Weekly Salaried)

17.3.1 Frontier Allowance

Regular weekly-salaried employees involved in construction who are absent from their headquarters for a period in excess of three consecutive weeks performing engineering and survey work in isolated locations in the Northeast and Northwest shall be entitled to a special 'Frontier' Allowance of \$5.00 per week for the full period worked.

17.3.2 Remote Northern Communities

An allowance of \$25.00 per overnight stay will apply to all regular employees in 'Protection and Control' when working in northern communities in the Northeast and Northwest served by local diesel generation.

18.0 HEADQUARTERS

18.1 General

Two classes of headquarters are established by the Company: work headquarters and residence headquarters.

18.2 Definitions

Work Headquarters – Regular: That location to which the employee normally reports in order to receive his/her daily work assignment or to perform his/her regular duties.

Work Headquarters – Temporary: The centre from which an employee is directed to work when carrying out all or part of his/her duties away from his/her regular work headquarters.

Residence Headquarters: The residence headquarters is that location within which or adjacent to which he/she is expected to reside or is assumed by the Company to reside for purposes of payment of allowances.

NOTE

The residence headquarters may or may not be the same location as the work headquarters.

Householder: Householder is defined as a person who maintains a complete dwelling.

18.3 Establishment of Headquarters

18.3.1 Work Headquarters

The Company may, at its discretion, establish work headquarters in any location for effective administration.

Notice Period – Overnight Absence at Temporary Work Headquarters: In the event an employee is assigned to temporary work headquarters and overnight absence is required, three working days' notice will be given. Notice will not be required where emergent conditions exist.

Penalty: Failure to provide notice as above will require payment of premium⁴ rates for work performed from the temporary work headquarters until the notice period has expired. This provision does not apply to travelling crews.

18.3.2 Residence Headquarters

The establishment of residence headquarters will be dependent upon the presence of adequate living facilities at that location.

Residence headquarters for employees with no spouse or dependents may be any location where there are boarding facilities either Company or privately owned.

Residence headquarters for employees with a spouse and/or dependents may be any location where there is housing accommodation whether it be Company or privately owned.

NOTE

Such accommodation must be one at which it is reasonable for the employee to reside.

Establishment of New Residence Headquarters: When a residence headquarters is established in a location which was not previously so designated, the human resources manager shall advise Labour Relations who, in turn, shall advise the Union.

NOTE

The Union need not be advised on individual moves from one established residence headquarters to another.

18.4 Change of Headquarters Upon Transfer

18.4.1 Advice of Headquarters

An employee shall be advised, when employed or transferred, of the location of his/her residence and work headquarters.

⁴ Premium rates shall be paid at double time.

18.4.2 Notice of Transfer

When employees with more than one month's service are transferred and a change of residence headquarters is involved, a minimum of one month's written notice shall be given. This shall not apply in the case of an employee being transferred as a result of an advertised vacancy or as a result of the Worksite Redeployment clause of Article 11.0.

18.4.3 Duration of Stay in New Residence Headquarters

Householder: A change in residence headquarters will not be made for a householder unless it would appear that he/she will be located at the new residence headquarters for a period of at least six months.

Living in Trailers: For those employees living in household trailers, moves for lesser periods than six months may be authorized at the discretion of the division or region concerned, bearing in mind the distance and economics involved.

19.0 TRAVELLING TIME OUTSIDE NORMAL WORKING HOURS

When a supervisor directs employees to travel between one work centre and another work centre, they shall be entitled in any calendar day to payment for travelling at the appropriate premium rate in accordance with conditions governing overtime up to a maximum of the number of hours which constitute a normal work day subject to the following:

1. Overtime will be paid when employees are required to drive a Company vehicle outside normal working hours unless being used exclusively for their own personal transportation.
2. When travelling by public transportation, travelling time shall be considered to include waiting periods beyond the employee's control up to a maximum of five hours; both preceding, during and subsequent to the travelling period, but excluding meal periods (one hour each) occurring during the waiting period.
3. When a berth or overnight accommodation is allowed and available, compensation shall not be made between 2300 hours and 0800 hours, nor shall the time spent for noon and evening meals (one hour each) be subject to compensation.
4. Normally selection interviews are conducted during employee's normal working hours. However, where it is unavoidable, and an interview is scheduled outside an employee's normal working hours, additional payment will be made at straight time for each hour spent in interviewing or travelling up to a maximum of a normal day's basic pay for each day involved.

5. No compensation for travelling time outside the normal working hours shall be made in the following circumstances:
- (a) For the first three hours travelling time each way when directed by his/her supervisor to attend a training course away from his/her normal work headquarters for five days or more. Payment for periods beyond the first three hours will be at straight time rates up to maximum of a normal day's basic pay.
 - (b) For attendance at conventions (except where it is part of the employee's normal function).
 - (c) When a change of residence headquarters and related transfer is involved, the employee will normally travel during normal working hours without any loss of base pay. If the employee is required to travel on a regular day off, payment for travelling time will be made at straight time up to a maximum of the number of hours which constitute a normal work day.
 - (d) On periodic return to residence headquarters resulting from a permanent transfer, as outlined in Section 23.12.
 - (e) For a new employee reporting to some administrative centre or station for instruction or training before reporting for work at his/her new location.
6. Where the Company normally provides transportation facilities between residence headquarters and work headquarters for normal daily hours an employee required to work extension overtime will be provided free transportation to the residence headquarters.

NOTE

Equivalent time off without pay may be granted on the basis of an hour off for each hour spent travelling provided the workload permits.

20.0 COMPENSATION AT TEMPORARY HEADQUARTERS

During the term of this Collective Agreement, Management agrees it will not establish TWHQs that are less than 25 km from the regular work headquarters, with the following exceptions:

- 1. Within the Greater Toronto Area.
- 2. By mutual agreement between the Supervisor (FLM or Manager) and the PWU Chief Steward

It is understood that Management retains the right to deny employees the opportunity to commute to and/or from a TWHQ if there is a bona fide health and safety concern. Examples of such concerns are:

1. When the combination of work hours and commuting time would exceed 14 hours.
2. When there is extreme weather conditions.

20.1 Travel Outside of Residence Headquarters

When employees are directed to work at a temporary work headquarters which is outside of their residence headquarters, and when such headquarters is 50 kilometers or less from their residence headquarters, the employee will be eligible to receive the commuting expense outlined below. When the distance is greater than 50 kilometers the employee may wish to commute daily rather than remain at the temporary work headquarters. When commuting, the employee may claim a daily travel expense on the following basis:

1. Where the temporary work headquarters is 50 road kilometres or less from the regular work headquarters: – \$40.00.
2. Where the temporary work headquarters is greater than 50 road kilometres but less than 101 road kilometres from the regular work headquarters: – \$60.00.
3. Where the temporary work headquarters is 101 road kilometres or more from the regular work headquarters: – \$90.00.

Employees are required to be at their temporary work headquarters at normal starting time and remain until normal quitting time. Employees will normally arrange for their own transportation, however, employees being paid a daily commuting expense may be required to drive a Hydro One vehicle to the Temporary Work Headquarters rather than their own personal vehicle. In these situations, the employee is still entitled to claim the full daily commuting expense and transportation arrangements will be made to return them to their regular work headquarters. Any passengers are also entitled to claim the full daily commuting expense. The driver is not entitled to overtime payments.

Employees must inform their supervisor, prior to commencing the TWHQ assignment, whether they elect the daily travel expense or remaining at the temporary headquarters for TWHQ greater than 50 kilometers. Such elections are for a one week period or the duration of the TWHQ assignment if it is less than a full week. On an exception basis, and only due to extenuating circumstances, the employee can change his/her election. When this occurs, all that is changed is the daily travel expense (that is, one return trip) is exchanged for motel and meals (or vice versa) for each affected day. As well, on an exception basis, and only due to extenuating

circumstances, the supervisor can change the employee's election to take the daily travel expense. When this occurs, all that is changed is the daily travel expense (that is, one return trip) is exchanged for motel and meals for each affected day.

When employees elect to stay at the temporary headquarters as outlined above they shall be:

1. Paid for time spent travelling on the first trip when the work headquarters is changed and the last trip when he/she returns to his/her regular work headquarters.

While an employee is in receipt of benefits under Section 20.1, he/she will not be entitled to any of the provisions as set forth in 20.3.

20.2 Travel – Compensation When Assigned to Temporary Work Headquarters – Outside Residence Headquarters

It is often necessary for Company employees including those on transfer to work at temporary work headquarters which are at points distant from their residence headquarters.

Having due regard to the nature, importance, and length of the job and when practicable, the Company shall, within reasonable limits, reimburse the employee for expenses incurred in returning to his/her residence headquarters once each week. If an employee chooses to remain at the temporary work headquarters, the Company will pay the lesser of the cost of meals and accommodation or the cost of the return trip to his/her regular work headquarters.

This item does not apply to an employee in receipt of a daily commuting expense outlined in item 20.1.

20.3 Return to Residence Headquarters When Transferred to a Temporary Work Headquarters

Entitlement will be for the duration of the transfer (subject to postponement as per 20.6.2 below).

All travel time associated with return to regular headquarters will be outside the employee's scheduled hours of work. The employee will be entitled to payment for actual time spent travelling at straight time to a maximum of eight hours each way.

This item does not apply to an employee in receipt of a daily commuting expense outlined in item 20.1.

20.4 Assignments to Training Courses

Employees assigned to temporary work headquarters for training courses of five days or more will be compensated for expenses incurred in returning to his/her residence headquarters once each week.

No compensation shall be made for the first three hours of travelling time each way. Payment for periods beyond the first three hours will be at straight time rates up to a maximum of a normal day's basic pay.

This item does not apply to an employee in receipt of a daily commuting expense outlined in item 20.1.

20.5 Expenses – Outside Residence Headquarters

The Company shall assume, within reasonable limits, the cost associated with meals, travel and lodging while an employee is assigned to a temporary headquarters. Where possible, single room accommodation will be provided.

Board and lodging shall be supplied without charge if the employee is living in Company-operated quarters.

When employees are required to work away from their normal headquarters for three consecutive days or more in a week, they shall be entitled to claim \$20.00 in compensation for laundry and long distance telephone calls home.

This item does not apply to an employee in receipt of a daily commuting expense outlined in item 20.1.

20.6 Qualifications to Above Policy

The return trips mentioned in Section 20.3, will be granted subject to the following conditions:

20.6.1 Scheduling of Trips

Return trips to residence headquarters shall be made at times when service or apparatus will not be jeopardized thereby except in case of emergency such as illness in the family or other matters highly important to an employee.

The Company will schedule the trip to meet the needs of the majority concerned or by mutual agreement where the work of some employees is dependent on the assistance or presence of other employees.

20.6.2 Postponement of Return to Residence Headquarters

If, at the end of a week, when a return to residence headquarters would normally take place, it appears that the job will be completed on or before Wednesday of the following week, the return trip may be postponed until the job has been completed. If work is not planned on the weekend, the employee will have the option of remaining at the temporary headquarters or claiming the equivalent cost of staying at the temporary work headquarters and make his/her own arrangements.

20.6.3 Use of Company Vehicles

The round trip to residence headquarters must be made within the scheduled non-working period. It must be made in a Company vehicle whenever the services of a suitable vehicle are available.

When a suitable Company vehicle is available, employees who do not avail themselves of these facilities will not be reimbursed for transportation expenses. Those who remain at the temporary work headquarters will be treated as if they were at residence headquarters.

When transportation by Company vehicle is not provided, the equivalent of public transportation costs or the standard kilometre allowance, whichever is lesser, will be authorized by his/her supervisor for an employee who chooses to use his/her own car instead of public transportation for himself/herself alone or for carrying other employees as passengers.

This item does not apply to an employee in receipt of a daily commuting expense outlined in item 20.1.

20.6.4 Alternate Working Arrangements

In special cases when a temporary work headquarters is remote from public transportation, employees will be allowed to accumulate or “bank” overtime at straight time rates to a maximum of 40 hours in order to have extra time away from the job. Such permission shall only be granted when the majority of the affected employees agree. Each special case is subject to agreement between the PWU Executive Committee and Labour Relations.

When mutually agreed to by management and the local chief steward alternate hours of work (e.g. 7 days on 7 days off) may be established to allow employees to have extra time away from the job.

20.7 Alternative to Return to Residence Headquarters

The Company will consider paying travelling costs up to a maximum of the costs to residence headquarters when an employee wishes to go to some other location for personal reasons such as to join his/her family who are vacationing.

This item does not apply to an employee in receipt of a daily commuting expense outlined in item 20.1.

20.8 Travel Inside Residence Headquarters

When employees are directed to report for work at normal starting time at a temporary work headquarters which is within their residence headquarters, they will be paid a daily travel expense equivalent to the return road kilometres between the temporary work headquarters and the regular work headquarters, computed at the current standard kilometre rate. This travel expense will be paid each day

the employee works at the temporary work headquarters. In addition to this daily travel expense, the employee shall be paid for time spent travelling on the first trip when the work headquarters is changed and the last trip when he/she returns to his/her regular work headquarters. Trades and Protection and Control staff, whose regular work headquarters is within the city of Toronto, shall be eligible for the commuting expense outlined in Part A Item 20.1 when assigned to a temporary work headquarters within residence headquarters.

20.9 When employees are directed to work at a temporary work headquarters as in Section 20.8 and the Company provides a vehicle for daily transportation, the above daily travel expenses shall be reduced by 50 percent (50%).

21.0 METROPOLITAN TORONTO BOUNDARIES

For purposes of payment of travelling allowances the boundaries of Metropolitan Toronto, for Company purposes, shall conform to the Toronto metropolitan area boundaries as recognized by the municipalities constituting Metropolitan Toronto.

NOTE

This does not affect other special settlements relative to moving allowance, meals, etc., presently in effect within the metropolitan area of Toronto.

22.0 KILOMETRE RATES

Kilometre rates paid to employees using their automobiles on Company business shall be as follows:

1. The rate paid per kilometre is related to changes in the Private Transportation Index component of the Consumer Price Index of Canada.
2. The rate of .40 cents per kilometre will take effect on June 1, 2000.
3. Future increases of one cent per kilometre will occur with each additional ten percent (10%) point increase from the base figure of 31.5 (1992 CPI = 100) in accordance with the formula described in a letter of agreement between The Company and the Union dated May 25, 1983.
4. Conversion factor is 1 mile = 1.6 km.
5. A decline in the index below the level of a previously surpassed trigger point for two or more consecutive months will result in a reduction in the paid rate to the appropriate amount.

6. The effective date for any new kilometre rate triggered by this indexing formula will be the first of the month following the month in which the index is published.
7. The additional payment for hauling household trailers will be nine cents per kilometre. The payment for hauling smaller trailers (camper, ski-doo, boat, etc.) will be three cents per kilometre.
8. The above rates will apply on a province-wide basis.

As a condition of employment, the Company does not require anyone to own a car. When transportation is required, the employee may, with the Company's approval elect to use his/her own car at the approved kilometre rate but if he/she does not elect to use his/her own car or if he/she does not own a car, the Company will, if necessary, provide alternative transportation appropriate to the occasion. However, ownership of an appropriate driver's license may be a condition of employment in some situations.

23.0 TRANSPORTATION AND MOVING EXPENSES

23.1 General

Method of Transportation: The method of transportation and all expenses chargeable to the Company in moves of employees are subject to the control and approval of the Company.

Packing and Shipping Furniture: In view of the Company's willingness to pay for packing furniture, as well as transportation, employees usually will not be allowed time or travelling expenses to return from point of work in order to look after packing and shipping of furniture, subject to Subsection 23.5, Time Off For Move.

23.2 Notice of Transfer

Refer to Section 18.4.2.

23.3 Transfer of Temporary Employees

The Company will only pay necessary travelling expenses of temporary employees when they are moved from one location to another at the Company's request.

NOTE

The transportation of families and/or furniture of such employees will not be paid.

23.4 Appointment of New Probationary Employees

A new employee hired for a regular position in a location other than the point of hire will not ordinarily be recompensed for moving expenses.

NOTE

In exceptional cases, as part of the employment agreement, a director may pay all or part of the moving expenses of the employee and household to the location where the employee will be employed.

This rule applies to a new controller/dispatcher-trainee or a new apprentice who is being assigned to the first location.

NOTE

Costs of transporting the family of a controller/dispatcher trainee or of an apprentice to a new location during the training period will be paid, but costs of moving the household effects of a controller/dispatcher trainee or of an apprentice who is a householder will only be paid when they have attained two years' service or on the final move to a regular position.

23.5 Transfer of Regular Employees

The following instructions will apply to all regular employees subject to the following limitations: A controller/dispatcher trainee will be eligible when progressing satisfactorily with the training course, after the attainment of two years' service. Apprentices will be eligible upon successful completion of the learner stage of their development, i.e., when they become improvers. In the case of regular part-time positions, expenses for employees will be pro-rated based on the hours of the position into which they are moving except for moves governed by Article 11.20 in which case Part A, Item 23.0 applies in whole.

Householders: When the residence headquarters of a regular employee, who is a householder, is changed and the employee's work headquarters is moved 15 km further from his/her home and such employee has moved his/her household at least 15 km closer to his/her new work headquarters, the Company will pay the cost of:

NOTE

A householder is defined as a person who maintains a complete dwelling.

1. Transporting the employee and family.
2. The packing, freight or truck charges on household effects, among which will be included boats and second automobiles which are part of the personal effects of the employee.

NOTE

Items of this kind which are used for business farming or commercial purposes, as well as large boats such as houseboats which would

require special transportation would not be included in moving expenses paid by the Company.

3. The cost of board and lodging for the employee's family while furniture is in transit.

Board and Lodging: The Company will also pay the expenses or board and lodging allowance for the employee as applicable under Part 'A', Section 23.15.

Part 'D', Job/Field Clerks: Moving expenses will only be paid when there is a minimum of six months' work available at an established work headquarters or on a special project for these employees who are householders.

NOTE

For regular employees living in household trailers, moves for lesser periods of time than six months may be authorized by the department head or construction manager concerned. In this connection the distances and economics must be carefully considered.

Incidental Out-of-Pocket Moving Expenses: Employees may claim a \$4,500 allowance for miscellaneous out-of-pocket expenses required by the move. The requirement for supporting receipts and taxability of the allowance will be governed by Accounting Service Procedures.

Lease Termination: The Company will pay up to the maximum of two months rent towards the actual cost in terminating a lease.

Time off for Move: If regular employees who are householders are required to move their household to new residence headquarters on a regular scheduled day of work, they shall be granted one day off with pay to assist in the move.

NOTE

Extension of this time off with pay will be at the discretion of the director concerned.

Non-householders: When the residence headquarters of a regular employee who is a non-householder is changed, the cost of transporting the employee will be paid. A director, at his/her discretion, may authorize actual moving expenses to a maximum of \$750.00 or a lump sum payment of \$750.00 towards the cost of moving personal effects, including furniture. No reimbursement will be made for incidental out-of-pocket expenses.

NOTE

This section does not apply to controller/dispatcher-trainees nor to indentured apprentices with less than two years' service.

Kilometre: All employees described under the Householders and Non-householders sections may be allowed the regular kilometre rate for driving the employee's car to the new location provided that such cost is not more than it would otherwise cost for transportation of the employee's family and for freight on shipment of the automobile.

NOTE

When the Company considers a preliminary trip to the new location is necessary for interview or for the employee to seek a house, the time, board and lodging and travelling expenses of the employee may be paid.

Legal and Real Estate Brokerage Fees: In addition to the provisions of the Householders and Kilometre sections, with the exception of employees and circumstances listed in Exceptions subsection below, regular employees who are householders, required by the Company to move their principal residence, shall be entitled to the following:

1. The Company will reimburse the employee up to \$3,500.00 for legal fees and disbursements actually incurred in selling the old residence and/or buying the new principal residence, (legal fees will be in accordance with a standard recognized scale and could include such items as land transfer tax, survey and legal fees associated with arranging or discharging a first mortgage and mortgage appraisal fees).
2. The Company will reimburse the employee for standard brokerage fees up to \$11,500.00 related to the sale of the old principal residence.
3. To qualify for payment of expenses involved in purchasing a new residence, the employee must give written notice at the time of his/her transfer that he/she intends to buy a residence.
4. If an employee sells a mobile home [i.e., a trailer designed and used exclusively as a residence which exceeds 2.6 metres (8.5 feet) in width or 10.67 metres (35 feet) in length], he/she is considered to have sold his/her residence.
5. When an employee's actual cost exceeds the maximum allowed in either 1 or 2 above the employee may utilize any surplus in the other item up to the maximum of \$15,000.

Exceptions: Any transaction which is not commenced within one year of the date of the employee's transfer. Extension of this time period shall be at the discretion of a director.

Moves resulting from a demotion for cause.

23.6 Housing Assistance Plan

Eligibility for the Housing Assistance Plan is conditional on the employee abiding by all the requirements of the Housing Assistance Plan as listed below:

23.6.1 Application

23.6.1.1 The housing assistance plan applies to regular employees eligible under Item 23.5 who are subject to a forced transfer or who have received a written declaration that they are surplus.

23.6.1.2 The provisions of this policy are only applicable to the principal residence of the employee, but do not cover other commercial (income producing) properties, cottages which are not the principal residence, farms, commercial real estate holdings, tenanted properties (e.g. duplex or triplex), mobile homes on leased land, or residences with urea formaldehyde foam insulation (UFFI) or properties as defined in Item 23.6.1.3.

23.6.1.3 It will be the prerogative of the Company to reject an employee's application for Housing Assistance if the property is not an acceptable risk, with free and clear title.

23.6.2 Purchase Guarantee

23.6.2.1 The Company will provide a purchase guarantee based on an appraisal of the property's current worth by a group of up to three appraisers, to be selected by mutual agreement between Corporate Real Estate and the employee. The appraisals will be done at a time that is convenient to the employee and his/her family. Individual appraisals provided to the Company by the realtors/appraisers will not be disclosed to ensure objectivity for current and future appraisals.

23.6.2.2 The Company will not request appraisals until the employee is ready to list his or her house in the marketplace, providing this is within one year of the employee's transfer to the new work location, and the employee is prepared to abide by Subsection 23.6.2.4 and Subsection 23.6.3.1.

23.6.2.3 The employee must accept or reject the Company's Purchase Guarantee within five working days of its receipt. If the employee rejects the Purchase Guarantee, the Company has no further responsibility with regard to Housing Assistance or the Purchase Guarantee, however, the employee will still be entitled to the other relocation assistance benefits including 23.6.5.3.

23.6.2.4 If the employee wishes to participate in the Housing Assistance Plan, the employee must not list the property for sale until the Purchase Guarantee has been accepted.

23.6.3 Listing of Property

- 23.6.3.1** If an employee chooses to participate in the Housing Assistance Plan, by accepting the Purchase Guarantee, the employee will immediately list the property for 90 days on MLS (where such service is available) at a price not exceeding 107% of the guaranteed price.
- 23.6.3.2** Under the Housing Assistance Plan, the Company purchases an employee's principal residence in the former location at market value, if the employee is unable to sell it within 90 days. The house may be purchased by or turned over to the Company after 30 days if the house is vacant and the employee agrees with this action. The employee must put in writing that no real estate fees will be paid if the property is purchased by the Company.
- 23.6.3.3** The employee will retain the right to sell to a third party until such time as the property is purchased by or turned over to the Company for resale.
- 23.6.3.4** In order to assist the employee to dispose of the property expeditiously and at a fair market value, the employee must notify the Employee Relocation Administrator of all offers to purchase during the listing period. The Company may ask the employee to accept an offer which is lower than the Purchase Guarantee, whereupon the employee will be compensated for the difference between the Company's Purchase Guarantee and the amount of the offer. The employee's acceptance of any offer less than the Company's Purchase Guarantee is not mandatory and the employee will retain control of the sale of the residence throughout the listing period. All offers to purchase will be held in confidence by the Employee Relocation Administrator.

23.6.4 Sale of Property by the Company

- 23.6.4.1** The employee must be prepared to sign power of attorney authorizing the Company to sell property on the employee's behalf on the first day following the 90 day listing period. If the employee will be unable to vacate the premises at that time, the Employee Relocation Administrator must be notified.
- 23.6.4.2** The Company will pay to the employee the difference between the value of the property to the Company (Purchase Guarantee) and all existing encumbrances, including the advance of equity when the house is turned over to the Company or at the end of the 90 day listing period, whichever comes first.
- 23.6.4.3** When an employee applies for assistance under this procedure, he or she must declare under oath, if required by the Company, all encumbrances of any nature or kind whatsoever, including executions, chattel mortgages, and notices of conditional sales contracts which the employee is obliged to pay.

23.6.4.4 In consideration of the payment to the employee of the amount established in Subsection 23.6.4.2, the employee will complete a deed of sale of the property, conveying the same by good and marketable title, but subject to all existing encumbrances, to the Company or its nominee.

23.6.5 Advance of Equity

23.6.5.1 In order to provide the employee with funds for a deposit or down payment on a residence at the new location, an advance of up to 100% of the employee's equity (Purchase Guarantee minus encumbrances) in the employee's principal residence at the former location may be loaned to the employee by the Company.

23.6.5.2 If the employee accepts the Company purchase guarantee and sells his/her principal residence during the 90 day listing period, he/she is responsible for repaying the Advance of Equity to the Company within five working days of the closing date of the sale of the former residence. Failure to do so will activate the appropriate interest charges to the employee based on the Treasury Division's Published Interest Rate Schedule (employee housing loan five-year term) in effect on the closing date of sale. It is the employee's responsibility to repay the Advance of Equity to the Company within five days of the sale of the former residence, or within 90 days from the date of issue of the Advance, whichever comes first.

23.6.5.3 An employee who rejects the Company's Purchase Guarantee, may take advantage of the Advance of Equity option. If the former principal residence is not sold within 90 days of the date of issue, the employee must pay interest to the Company at his/her own expense commencing on the 91st day. The interest rate will be based on the Treasury Division's Published Interest Rate Schedule (employee housing loan five-year term) upon the expiration of the 90-day period. It is the employee's responsibility to repay the Advance of Equity to the Company when the former residence is sold, or within 180 days (six months) from date of issue of the Advance, whichever comes first.

23.6.6 House Evaluation and Guarantee Plan

Upon subsequent transfer within the Company, an employee will be guaranteed his/her purchase price up to a maximum of four times his/her base salary at the time of the transfer (plus or minus \$3,000 for improvements or damages to the property). This guarantee will be for a period of ten years from the date of purchase. Improvements must be verified by receipts and do not include normal painting, decorating and maintenance costs. An employee may not sell his/her house for less than the guaranteed amount without the consent of the Company.

If an employee contracts to have a house built in the new location, the Employee Relocation Administrator, Corporate Real Estate, must arrange for an appraisal of the new principal residence upon completion to establish the "guarantee amount".

If an employee who is eligible for the House Evaluation and Guarantee Plan rejects, or does not qualify for, the Company's Housing Assistance Plan, the following stipulation will apply. The employee must not sell to a third party for a price less than the employee's original purchase price, unless the sale price is approved by the Employee Relocation Administrator, Corporate Real Estate.

The price level guaranteed by the House Evaluation and Guarantee Plan will be modified downwards in the event of a significant reduction in the level of real estate prices throughout Ontario.

23.7 Transfer of Regular Employees – Staff Reduction and Recall Procedure – PWU Agreement – Article 11

No moving expenses will be paid for an employee being recalled to a vacancy.

Recall shall include employees who are reclassified from a lower classification to their original classification as well as employees who have terminated employment and are recalled.

When regular employees who, with the approval of the region or division are occupying a house or a trailer on Company property or a site under control of the Company, become surplus and are unable to transfer under Article 11 but are laid off, they shall, if required by the Company to move, be reimbursed under Section 23.5 or 23.7, whichever is applicable, in an amount equal to the cost of a move back to the regional office or to the actual location to which the employee desires to move, whichever is the lesser.

23.8 Use of Trailers

Special Trailer Allowance: Regular employees entitled to moving expenses who are moving to sites that do not have convenient facilities for parking household trailers will be entitled to a special trailer allowance of \$150.00. Such facilities include blocking up of trailers, hook-up of water, sewage, electricity and the like.

NOTE

Employees moving to established trailer parks, either privately owned or on Company property, will not be entitled to this special allowance.

At Temporary Headquarters: Regular employees who desire to live in a trailer while working away from their residence headquarters may do so with the approval of the department head.

When moving the trailer from one temporary location to another temporary location, the employee will be allowed the cost of only public transportation unless the employee is using his/her car for Company purposes, in which case the standard kilometre rate will be allowed.

At Residence Headquarters:

1. When a regular employee lives in a trailer and moves it to the new residence headquarters by car, payment shall be:
 - (a) In addition to the authorized car kilometre rate, a sum equal to nine cents per kilometre for moving by the shortest practical route between the two residence headquarters.
 - (b) Normal living expense en route for the employee and immediate family.
 - (c) The special trailer allowance of \$150.00 will be paid.

NOTE

Incidental out-of-pocket moving expenses will not be paid.

2. When an employee lives in a trailer but does not own a car or feels that the car is not suitable to pull the trailer:
 - (a) The Company will arrange for the moving of the trailer by the most economical method.
 - (b) The employee will be responsible for arranging a new location for the trailer.
 - (c) The employee and/or family will not occupy the trailer while in transit.
 - (d) Transportation expense will be supplied in the same manner as if the employee were moving from one house to another except that incidental out-of-pocket moving expenses will not be paid.
 - (e) The special trailer allowance of \$150.00 will be paid where applicable.
3. When an employee who lives in a trailer, decides to live in a house at the new location:
 - (a) Personal effects and furniture excluding the trailer will be moved.
 - (b) The employee and family will be supplied transportation in the usual manner.
 - (c) The employee may claim a \$4,500 allowance for miscellaneous out-of-pocket expenses required by the move. The requirement for supporting receipts and taxability of the allowance will be governed by Accounting Service Procedures.
4. When an employee who lives in a house decides to live in a trailer at the new location, payment shall be either:

- (a) Moving expenses for furniture and family, but not trailer, if the employee desires the furniture shipped, or
- (b) Expenses as outlined in residence headquarters Subsections 1. and 2., if furniture is moved in the trailer.
- (c) The special trailer allowance of \$150.00 will be paid where applicable, but the disturbance allowance will not be paid.

NOTE

The Company will not accept responsibility for any damage to an employee's trailer and/or contents while in transit under any of the circumstances mentioned in Subsection 1.5.

23.9 Transfer to Non-Supervisory Vacancies: Other Positions

Where management requests an individual employee to submit his/her application to a "Non-Supervisory Vacancy: Other Positions" to a particular location, moving expenses as outlined in Subsections 23.5 and 23.7 will be paid.

The payment of moving expenses to employees who are being transferred at their request and entirely for their own accommodation will be at management's discretion.

23.10 On Retirement

A regular employee on retirement shall be reimbursed under Subsection 23.5 or 23.7, whichever is applicable, in an amount equivalent to the cost of the move to any location in Ontario in which the employee desires to settle if:

- 1. A house or trailer is occupied on Company property or a site under the Company's control; and
- 2. The Company requires the move.

23.11 Allocation of Moving Expenses

When an employee is moved from one location to another, the expenses involved shall be charged to the location to which the employee is moved except in the case of a move of a retiring employee occupying a Company-owned house. In this instance the expenses shall be charged to the residence headquarters at the time of retirement.

23.12 Return to Residence Headquarters on Permanent Transfer

An employee permanently transferred to a new residence headquarters will be reimbursed for expenses incurred in returning to his/her old residence headquarters once each week until he/she moves his/her family to the new location. The maximum period of entitlement will be four months from the date of transfer to the new residence headquarters unless extension is authorized by the appropriate director.

Entitlement shall cease when the employee moves his/her family to the new location.

All travel time associated with the return to residence headquarters will be outside the employee's scheduled hours of work.

The employee will not be entitled to claim payment for travel time.

23.13 Conditions of Return Trip

The return trips mentioned in Section 23.12, will be granted subject to the following conditions:

23.13.1 Scheduling of Trips

Return trips to residence headquarters shall be made at times when service or apparatus will not be jeopardized thereby except in case of emergency such as illness in the family or other matters highly important to an employee.

The Company will schedule the trip to meet the needs of the majority concerned or by mutual agreement where the work of some employees is dependent on the assistance or presence of other employees.

23.13.2 Use of Company Vehicles

The round trip to residence headquarters must be made within the scheduled non-working period. It must be made in a Company vehicle whenever the services of a suitable vehicle are available.

When a suitable Company vehicle is available, employees who do not avail themselves of these facilities will not be reimbursed for transportation expenses. Those who remain at the temporary work headquarters will be treated as if they were at residence headquarters.

When transportation by Company vehicle is not provided, the equivalent of public transportation costs or the standard kilometre allowance, whichever is lesser, will be authorized by his/her supervisor for an employee who chooses to use his/her own car instead of public transportation for himself/herself alone or for carrying other employees as passengers.

23.14 Alternative to Return to Residence Headquarters

The Company will consider paying travelling costs up to a maximum of the costs to residence headquarters when an employee wishes to go to some other location for personal reasons such as to join his/her family who are vacationing.

23.15 Board and Lodging

23.15.1 General

The payment or nonpayment of board and lodging (or living-out allowance in lieu thereof) shall be predicated on separation or non-separation from the employee's Residence Headquarters as defined in Part 'A' Item 18.0.

NOTE

No free board and lodging shall be given to employees while they are located in their residence headquarters except where camp facilities are provided.

When Applicable: Board and lodging allowance is only applicable when the employee is absent from residence headquarters for more than one month.

For periods of time up to one month, the employee is entitled to submit an expense report for actual expense incurred.

23.15.2 Rate of Allowance

The board and lodging allowance shall be \$45.00 per day.

Statutory Holidays and Vacation: Board and lodging will be allowed for statutory holidays.

During annual vacation period, lodging expenses only will be allowed, whenever it is necessary for the employee to retain this lodging for use after vacation, and approval has been obtained from the department head.

NOTE

If, under certain circumstances and local conditions, the standard rate is considered inadequate, and it would result in undue hardship to the employee, a higher weekly limit, commensurate with existing conditions, may be set with the approval of the vice-president or the general manager concerned. In this case, the request must be supported by vouchers.

23.15.3 Absence from Residence Headquarters

Board and lodging shall be supplied without charge if the employee is living in Company-operated quarters.

Employees are eligible to claim \$20.00 in compensation for laundry and long distance telephone calls home when away from their normal headquarters for three consecutive days or more in a week, in addition to actual expenses claimed or any board and lodging allowance received due to a change in residence headquarters in accordance with 23.16.

23.16 Change of Headquarters

23.16.1 Regular Employees – Householders

A regular employee shall be paid expenses up to a maximum period of four months as follows:

Actual expenses for up to one month from the date of actual transfer to the new location, and thereafter the standard board and lodging allowance until the time the household is moved to the new location.

NOTE

Such an employee must be a householder and entitled to the payment of expenses as outlined in Part 'A' Item 23.0.

Extension of Allowance: Payment of any allowance beyond the period of four months must be authorized by the appropriate director.

Eligible Employees: Payment of this allowance will be made only to an employee who indicates an intention to move to the new location.

If the employee fails to move within the time limit, any cash allowance paid in lieu of board allowance shall be recovered by the Company unless the reasons for not moving were beyond the control of the employee and/or the employee actually did board in the new location during this period.

23.16.2 Non-householders

An employee who is a non-householder shall be permitted actual expenses to a maximum of up to one month, after which no allowance will be made.

23.17 Apprentices

If transferred to a new headquarters upon completion of the training course, the apprentice shall receive allowances as provided for a non-householder in Section 23.16.2.

24.0 PROMOTIONS

Promotion means a change to a new job which carries a higher maximum salary schedule rate (base rate) or a higher salary grade resulting from an increase in job demands and responsibilities within a job. (See also definition in Article 10.1.5 (C))

24.1 Part D (Weekly Salaried)

24.1.1 Promotion Rule

Object: The object of the rule is to ensure, on promotion, an increase in salary to compensate for an increase in job demands and responsibilities.

1. On promotion, the employee's rate is to be set at the lowest progression step (in the salary grade for the job) which will give a minimum increase of three percent (3%) above the employee's existing basic rate.
2. In the case of single grade promotions (or the equivalent under Pay Equity) the following will apply:

- If at step 1 of the current grade, go to step 1 of the next grade.
 - If at step 2 of the current grade, go to step 1 of the next grade.
 - If at step 3 of the current grade, go to step 2 of the next grade.
3. In cases where 24.1.1(2) does not result in at least a three percent (3%) increase, a rate that reflects not less than a three percent (3%) increase from their current rate will be paid. This interim rate will continue in effect until the next anniversary date at which time the employee will resume his/her place on the current salary schedule. This rate will be the next step in the salary grade which guarantees an increase of at least one and one half percent (1.5%) from the interim rate.

NOTE

An employee who is affected by such an “off-schedule” rate will be affected only once during his/her progression to the top step of his/her job. In no case will the rate be more than the maximum rate for the job grade.

24.1.2 Payment of the Salary Grade for the Job

On promotion, the employee will be placed directly in the salary grade for the job, except in training situations under the Clerical-Technical Plan (where an employee may be advanced gradually through the appropriate training job levels to the terminal job grade). He/she will be granted the progression step required by the promotion rule, except where a higher progression step is being granted for previous experience (Subsection 24.1.5).

24.1.3 Promotion from Hourly-Paid to Weekly-Salaried Jobs

The promotion rule applies in the case of an hourly-paid employee being promoted to a weekly-salaried job.

The rule does not apply in the case of a weekly-salaried employee being promoted to an hourly job.

24.1.4 Payroll Rates in Excess of Approved Job Grades

When an employee is being paid a special rate (such as results from restructuring of jobs, retrogression, implementation of new salary plan, or salary guarantee) which exceeds the appropriate rate for the job he/she holds, he/she should on promotion:

1. Continue to be paid the special rate, or
2. Be paid the progression step resulting from application of the promotion rule to the appropriate progression step in the approved grade of his/her former job, whichever is higher.

24.1.5 Previous Experience

Where an employee being promoted has had previous applicable experience in a higher level job but was demoted for reasons other than cause or inability, a higher progression step than is indicated by the promotion rule may be chosen by the Company.

24.1.6 Relief Situations

In relief situations where less than the normal duties are being performed and a lower salary grade has been established for the relief period, the promotion rule will be used to establish the appropriate progression step or off-schedule rate in the lower salary grade.

24.1.7 Progression Following Promotion

Progression dates shall be calculated from the date of appointment or promotion date to the position. Subsequent salary adjustments shall occur at 12-month intervals from the appointment or promotion date.

25.0 JOINT COMMITTEES

25.1 Joint Pension Committee

1. **Scope:** To monitor the administration and the financial status of the Pension Plan covering all plan members and to recommend changes as set out below:
2. **Personnel:** The “Joint Pension Committee” shall meet at least twice a year or as requested by either party and shall consist of the following members:
 - three PWU members
 - three Company management members

Each party will have the right to have a reasonable number of resource personnel attend the meeting.

The chair will rotate between Hydro One Inc. and PWU, one meeting each.

Every effort will be made to reach unanimous decisions. In the event that a unanimous decision cannot be reached, decisions will be by a vote of a majority of members representing both PWU and the Company.

3. **Function:** In an advisory capacity with access to the necessary information: (This is limited in that it does not apply in respect of information as to the service, salary, pension benefits or other personal information related to any specific person without that person’s prior consent.)

- Pensions**⁸ (a) Monitor Hydro One Inc.'s administration of the Pension Plan as established under associated regulations and rules, and applicable legislation.
- (b) Make recommendations respecting the administration of the Pension Plan.
 - (c) Promote awareness and understanding of the Pension Plan on the part of Plan members.
 - (d) Review the Company's approved annual financial statements and investment performance.
 - (e) Review the Company's approved Actuarial Valuations of the Pension Plan and discuss the need for assumption changes.
 - (f) Identify potential benefit changes and discuss cost and other implications. Committee recommendations for benefit level changes will be subject to ratification of the respective parent bodies.

Life Insurance

- (a) Review the financial position, premiums and taxable benefits of the life insurance provisions of the Plan.
- (b) Identify potential benefit changes and discuss cost and other implications. Committee recommendations for benefit level changes will be subject to ratification of the respective parent bodies.

25.2 Joint Health and Safety Consultation

The parties will consult regularly on corporate level employee health and safety matters. The following two joint committees will be established to facilitate this consultation.

25.2.1 Joint Health and Safety Policy Committee

The Joint Health and Safety Policy Committee provides a forum for the parties to consult regularly on corporate level employee health and safety matters.

1. Goal

To participate in the formation of health and safety strategy and policy by providing information and opinion from the Union to the Company's executive on employee health and safety.

2. Personnel

Two Management Representatives
Two Power Workers' Union Representatives
Two Society Representatives

The Chair will rotate between Management, Society and Power Workers' Union

3. Function

- (a) Identify problems and issues of Company significance which have not been resolved in the Joint Health and Safety Working Committee.
- (b) Review proposed initiatives and advise the corporate executive.
- (c) Provide direction/assignment/scope of project initiatives to the working committee or adhoc committees for execution.
- (d) Evaluate existing policy and advise the corporate executive on recommended changes. This function applies particularly to safety rules and work protection code.
- (e) Develop Joint Policies on Health and Safety
 - i) Authority to Stop Work
- (f) The committee will meet two times per year or as mutually agreed.

25.2.2 Joint Health and Safety Working Committee

The Joint Health and Safety Working Committee represent Management, Society and PWU members within Hydro One.

1. Goal

- (a) Provide recommendations to assist the Health and Safety Division in the development, promotion, implementation and evaluation of Hydro One employee health and safety policy and programs.

2. Personnel

Three Management Representatives
Three Power Worker Representatives
Three Society Representatives
The Chair will rotate between Management, Society and Power Workers Union.

3. Function

- (a) Participate in the identification of problems and issues of Company significance in employee health and safety policy and practice.
- (b) Participate in the development, promotion and implementation of Company health and safety programs.

- (c) Study, develop and make recommendations for changes to the corporate safety rules and work protection code. This function can be delegated to an ad hoc group.
- (d) The committee will normally attempt to resolve issues of mutual interest before seeking intervention by senior management or the Joint Committee on Health and Safety.
- (e) The committee will meet quarterly or as mutually agreed.

25.3 Joint Trades Classification Committee

A joint committee shall be established on the following basis:

1. **Name:** Joint Trades Classification Committee.
2. **Personnel:** Maximum of three appointees from each party.
3. **Function:** To study and formulate descriptions and duties of all hourly-rated and weekly-rated trade classifications on wage schedules 24, 25, 27, 31, and 32, presently not included in Mid-Term Agreement MT-4, but not to produce a job evaluation or ranking system.

The committee will commence its work within one month after the settling of the 1972 Collective Agreement and shall meet regularly until the task is completed.

4. **Limits of Authority:** The committee shall work within the recommendations, preamble and occupational format agreed to previously.

The results of this committee's activity shall be subject to acceptance and ratification by the Union and the Company at the negotiating level.

5. A copy of all occupational definitions will be made available to each employee through his/her contact supervisor.
6. The Joint Trades Classification Committee shall ensure that duties for trades jobs are defined. Their focus will be on the development of documents describing job duties, and will not consider or establish compensation for these jobs. There is a need for direct line management involvement to determine current and future duties. The Committee should also work towards developing a system which will allow definitions/documents to be produced quickly and easily to facilitate responsiveness to changing needs.

25.4 Joint Diversity Committee

1. **Objectives:** (a) To provide a joint forum for work on Corporate Employment Equity, Human Rights and Diversity policies, and/or associated Corporate

issues. (b) To participate in making and bringing forward recommendations and providing advice to the Vice-President, Corporate Human Resources on Corporate policies and plans impacting on equity in the workplace and Corporate issues arising from the Employment Systems Review. (c) To participate in making and bringing forward recommendations to the PWU Executive on equity issues in the workplace which fall within their jurisdiction.

2. **Personnel:** The committee will be structured to provide two Company representatives and two Union representatives. Each party is entitled to one alternate.

3. **Function:**

3.1 Meet and exchange information regularly to ensure that the committee is informed of progress on initiatives undertaken by the Corporation and the Union. Each party will identify and bring forward emerging Corporate issues for discussion.

3.2 The committee will work together to formulate recommendations by:

(a) Working to meet the work program deliverables as identified below within required timelines.

(b) Discussing options and their impacts in meeting the work program deliverables (including obtaining input through consultative forums – see below).

(c) Attempting to agree on recommendations acceptable to all parties and for delivery to the Vice-President, Human Resources and/or the PWU Executive where appropriate.

3.3 Where agreement cannot be achieved, each party will communicate expeditiously their position to the Vice-President, Human Resources before Corporate decisions are made.

4. **Work Program** – to be established annually.

5. **Responsibilities:**

5.1 **Consultative Forum** – To provide input to the committee on work program deliverables as follows:

(a) Management members will ensure input is received from line management and non-represented staff members.

(b) The Union members will ensure input is received from their constituencies.

- (c) The committee will also seek input from advocacy groups and designated group members on issues as required.

5.2 Support Resources – Committee to determine needs (administrative, research, preparation, etc.) and arrange as required. Treatment will be as per the collective agreement.

5.3 Management is responsible for time and expenses, except for union staff time, associated with the work program of this team.

5.4 At the end of each year, the parties will review the Terms of Reference and make recommendations for the coming year.

25.5 EHB/WSIB/LTD Committee

The Committee would be comprised of:

- Power Workers' Union
- Health Services & Rehabilitation
- Compensation and Benefits Department

A. To review existing and future LTD applications to ensure they are receiving the required medical attention and the possibility of returning them to the workforce.

Terms of Reference:

- 1.0 Develop a questionnaire for employees not in receipt of CPP disability.
 - 2.0 Review returned questionnaires to determine if any employees can be placed on immediate vocational rehabilitation.
 - 3.0 Determine if an independent medical evaluation is required before attempting vocational rehabilitation.
 - 4.0 Review existing procedure for LTD applications.
 - 5.0 Develop a roster of physicians to use in the process.
 - 6.0 Forward recommendations for process improvements to Director, Compensation and Benefits/Chief Physician.
- B. Review/Update – To meet, on a regular basis (e.g. semi-annually), to discuss and/or resolve issues associated with the following processes:
- (a) Long Term Disability
 - (b) WSIB
 - (c) Sick Leave
 - (d) Drug Formulary

25.6 Joint Employee and Family Assistance Committee

1. **Goal:** Provide recommendations to assist the Company and the Union in the development, implementation and evaluation of employee and family assistance policy and programs.
2. **Personnel:**
 - (a) Chair: The Chair shall rotate on a yearly basis.
 - (b) Members:
 - Representative from the Company
 - Two (2) PWU representatives and one staff advisor.
 - (c) Secretary: The secretary shall be supplied by the Company.
3. **Function:**
 - 3.1 Participate in the identification of problems and issues of significance in employee and family assistance policy and practices.
 - 3.2 Participate in the development, promotion and implementation of employee and family assistance programs throughout the province.
 - 3.3 On an ongoing basis study, develop and make recommendations for change to the Company employee and family assistance program. This function can be delegated to the sub-committee by mutual agreement.
 - 3.4 The committee will normally attempt to resolve issues of mutual interest before seeking intervention by the Senior Joint Union/Management Committee.

25.7 Controller/Dispatcher Consultative Committee

The Controller/Dispatcher Consultative Committee, established in 1954, shall continue to act under the following terms:

1. Personnel:

Maximum of three appointees from each party.

2. Function:

To act as a liaison between the Company and the employees in the field for the purpose of exchanging information relating to changing conditions as they affect controller/dispatchers.

To discuss mutual operating problems of a general nature which arise from time to time.

Any program developed by the Company to establish standards of qualifications for operating positions will be a matter of Union advisement as to progress and discussion.

The committee may be convened at approximately three-month intervals to deal with agenda submitted by either the Union or the Company and acceptable to both parties as being within the scope of the committee's function.

3. Limits of Authority:

It is understood that this committee will meet to discuss general operating problems of common interest to the Union and the Company and shall not have bargaining power or authority to amend existing policy, or interpret collective agreements. Any recommendations which arise as a result of discussions shall be presented separately to the Union and to the Company by their respective members.

26.0 DISTRIBUTION OF AGREEMENT AND WAGE SCHEDULES

This Agreement shall be printed as soon as practicable after the date of signing and made available by the Company to the Union in sufficient quantities for distribution to its membership.

27.0 TIME CHARGES – UNION ACTIVITIES

27.1 Time Charges and Expenses – Union Representatives

Time off and expenses for Union officers will be granted in accordance with Mid-Term Agreement MT-3.

27.2 Time Charges for Employees On Union Business

When the time of employees on Union business is payable by the Union, such time shall be charged at normal rates of pay. The normal payroll burden without the administration charge of ten percent (10%) will be applicable only for Union releases in excess of five consecutive days.

27.3 Roles and Responsibilities of Chief Stewards

As Hydro One Inc. evolves into the new regulated and competitive marketplaces, it is important that the Company leverages its position by defining as clearly as possible Principles to anchor the relationship between the elected PWU representatives and Management.

(i) Mutual Recognition of Respective Roles and Responsibilities

- A recognition that the Chief Stewards provide an important role in the success of the Company.
- A recognition that Chief Stewards are Hydro One employees as well as PWU representatives.

- As time away from the job increases, loss of skills may be an issue. As such, the Company will provide reasonable re-training to replenish these skills.
- It is recognized that there will be differences between the Parties. In these cases, respective opinions can be expressed, however, they should be communicated in a professional manner.

(ii.) Chief Stewards are accountable for their time.

- It is understood that Chief Stewards will be required to be away from their Company job.
- Time away from the job will be dependent upon the Chief Stewards' specific issues, number of committees, size of membership, geographical factors, etc.
- Chief Stewards have an identified supervisor. As in any employee-supervisory relationships, the Chief Steward will advise their supervisor as to what activities they will be involved in, in generic terms (some issues are confidential). They will have vacation days approved and sick days reported.
- Chief Stewards should schedule their PWU activities with consideration for their Company job. Any unallocated time will be spent performing their Company job.

(iii.) Chief Stewards play an important role in Communication.

- Where feasible, joint communications are encouraged for initiatives that affect PWU employees.
- Joint training is encouraged in roll-out initiatives that impact PWU employees (e.g. Gainsharing, collective bargaining roll-out).
- Consistent messages are important.
- There will be a need to review these principles.

28.0 EYE PROTECTION

Approved eye protection shall be supplied to individual prescription to all employees who normally wear glasses and are required to wear eye protection for an appreciable amount of time in the performance of their duties.

29.0 PERSONAL TOOLS

29.1 General

Employees in trade categories and designated weekly-salaried categories will provide at their own expense, the ordinary hand tools of the trade. These tools are listed in the appropriate occupational definition/job document and must be of at least industrial quality, which permits employees to perform their work safely, efficiently and to the standard ordinarily demanded in any given trade. (Owing to the marked differences

in the nature of work performed by employees who are classified in the same trade category, it is unreasonable to expect a tradesperson to possess or have on the job, every tool listed for his/her trade. Learners and Improvers must acquire any of the tools listed as and when his/her work demands their use. Employees are encouraged to buy tools which carry a lifetime guarantee.) Tools which are required for equipment of special types, which are peculiar to certain locations as well as tools that fall in the class of shop equipment, will be supplied and maintained by the Company. These, and similar types of tools, have been purposely omitted from the lists.

29.2 Tool Replacement/Upgrading

Each employee, as described in, 29.1 will be allowed 8% of the personal tool list retail price calculation per calendar year for tool replacement or upgrading (metric tools included as upgrades) based on his own tool list as defined in the Occupational Definition. A minimum allowance of \$50.00 per year for each employee in each classification is available. For those entitled to the minimum allowance of \$50.00, the unused portion for one year may be carried forward to the following year to a maximum of \$50.00.

To qualify for any reimbursement receipts must be accumulated and submitted for amounts in excess of \$50.00. For amounts of less than \$50.00 these receipts should be submitted at the end of the year.

29.3 Loss by Fire or Theft

Personal tools which are stolen, are destroyed or damaged by fire to an extent which renders them unusable, will be replaced by the Company. These losses must be incurred in the exercise of Company business and on Company property, except where they occur on or at non-Company locations in the exercise of Company business. Small or inconsequential losses would be recovered through 29.2.

30.0 SPECIAL CLOTHING FOR EMPLOYEES

30.1 General Policy Regarding Work Clothing

Except where provided by the Company in accordance with this Collective Agreement, employees must provide at their own expense suitable clothing for the performance of their regular duties. In general, clothing must be suitable for the safe and efficient performance of the work but need not be uniform in appearance.

So far as is consistent with standard stores' policy, the Company will purchase certain types of work clothing in bulk for resale on the most favourable terms possible to employees requiring them in connection with Company work.

30.2 Special Clothing That May Be Provided at Company Expense

Subject to certain conditions outlined herein, special clothing may be obtained at the expense of the Company for issuance to employees under the following conditions:

30.2.1 Where Uniform Appearance is Required

Where uniform appearance is required by the Company as in the case of certain receptionists, guides, messengers, drivers, and security guards uniforms will be provided.

30.2.2 For Work Outside of the Employee's Regular Routine Duties

A limited number of rainproof coats and hats may be obtained and kept available at construction headquarters, attended stations, etc., for persons who normally work indoors but who are occasionally required to work out of doors under adverse weather conditions, as for example when working during emergencies, operating switches, cleaning racks, etc.

Clothing supplied at stations should be limited to one or two coats and hats, depending upon the number of employees.

30.2.3 For Normal Work Which Must be Performed Occasionally, Under Extreme Conditions

Hip or knee length rubber boots and weatherproof coats and hats may be obtained and issued temporarily to construction workers, maintenance workers, and labourers when required to work in extremely wet locations or under adverse weather conditions.

One or two rainproof coats and hats, depending upon the number of employees involved, may be provided for each line, forestry and maintenance truck or gang for use in emergencies when workers could not be reasonably expected to have protective clothing available at all times.

30.2.4 For Work Involving Exposure to Materials that are Injurious to Health and Particularly Destructive of Clothing

Rubber boots, aprons and gloves of an approved material may be provided for employees when handling acids for batteries, cleaning transformer coils or for other work which is similarly destructive of clothing.

Aprons, gloves and sleeves made of plastic, plastic-coated or other approved material may be provided for employees who are required to handle creosote, creosoted poles or timber as a protection against burns or damage to clothing.

Protective clothing such as coveralls, gloves and rubber boots may be provided for temporary issuance to employees for use when applying herbicides.

Because of the fire hazard in welding and the destructive nature of the work, welders' aprons, armlets and gauntlets may be provided.

30.2.5 To Promote Safety

Safety headgear, eye protection, rubber gloves (electrical), and similar items which are designed exclusively for the safety of employees and the wearing of which is made obligatory on certain types of work, will be provided by the Company.

Special footwear will be provided for the safety of workers when required to work near forebays, sluices, etc., under icy, slippery or otherwise hazardous conditions.

Safety Footwear and Clothing:

I Effective January 1, 2014, employees who are required by the Company to wear safety footwear (CSA Approved ESR)/ clothing will be reimbursed for actual expenses as follows:

- (A) For those employees required to regularly wear climbing spurs or who are regularly required to climb steel structures as part of their normal duties – up to a maximum of **\$450.00** per year.
- (B) For those employees who choose or are required to wear CSA approved ESR protective footwear – up to a maximum of **\$300.00** per year.
- (C) In order to be eligible for reimbursement employees who qualify must submit appropriate supporting documentation/receipts.

II Employees who are not required to wear protective footwear:

Employees who purchase safety footwear will be reimbursed thirty-three and one-third percent (33-1/3%) of the actual cost up to a maximum reimbursement of \$20.00 per pair subject to the approval of the appropriate manager or supervisor.

NOTE

Temporary employees will be reimbursed for a maximum of one pair in each six-month period.

A limit of two pairs of safety shoes or boots per person will be subsidized in a calendar year.

These actual cost maximums include applicable taxes.

III Refer to Mid-Term Agreement MT-61 for payments associated with Flame and Arc Resistant Clothing.

30.2.6 Special Conditions

Requests for items of clothing not mentioned but which might be reasonably supplied under the conditions set forth herein will be considered, each case on its own merits.

30.3 Issuance, Care of, and Responsibility for Clothing Provided by the Company

In order that the use obtained from clothing purchased by the Company may justify the expenditure, the following shall be carefully observed:

1. Except in isolated cases, special clothing must not be issued to any one employee for exclusive use but must be kept available for any employee who may require it for Company purposes mentioned herein.
2. When no longer required on the job, clothing must be promptly returned to local headquarters, station or truck where it will be readily available when required.
3. All clothing furnished by the Company will remain the property of the Company and must be clearly and prominently marked for easy identification.
4. Where loss or destruction of Company clothing issued to an employee occurs as a result of carelessness on the part of the employee, the employee will be required to make good such loss.

30.4 Part B Employees (Maintenance Trades)

30.4.1 Issue of Gloves to Tradespersons

The Company will issue gloves to regional maintainer – lines, regional maintainer – forestry, SMD riggers, mechanical maintenance and building maintenance crews and all associated personnel regularly working with these crews, subject to the following:

1. The employee will be required to purchase the first pair of gloves, whether summer or winter type, providing he/she has not already been participating.
2. The issue of new gloves will be controlled by the supervisor.
3. A pair of worn-out gloves may be exchanged for a new pair.
4. The Union will exercise its influence to promote economy in the operation of this plan.

30.4.2 Uniforms

The Company shall supply uniforms, where they are required to be worn, at no cost to the employee.

30.4.3 Stocking of Overalls and Associated Smocks

The Company will stock bib-type overalls, coveralls and associated smocks in Central Stores which will be available for purchase by employees on the basis of a cash sale.

30.4.4 Work Clothing

Automotive Trades and Painters: The Company will pay for laundry service to clean coveralls. Responsibility for ensuring proper use of the privilege will rest with the Union.

The plan is as follows:

1. Coveralls will be provided by the tradespersons.
2. One pair of coveralls per employee per week will be laundered.
3. The trades covered by this service are:
 - (a) Automotive Trades – auto, truck diesel or industrial equipment mechanics, body and metal mechanics, tire serviceworkers, painters, radiator repairworkers, battery rebuilders, lubricators, undercoaters, steam cleaners, washers.
 - (b) Trade Group III – painters.

Forestry Spray Crews: Forestry spray crews shall , during the period of spraying operations, be with supplied laundered coveralls or other suitable clothing on a weekly basis or more frequently as may be required. Arrangements shall also be made to provide adequate washing facilities.

30.4.4.1 Laundering and/or Supplying Clothing

In situations other than those covered in the preceding subsections, when the supervisor in charge of a work crew deems a specific job dirty for the particular trade function, he/she shall either:

1. Authorize laundering of the employee's work clothing, or
2. Issue coveralls or other suitable clothing during the period in which this job is being performed.

30.4.4.2 Coveralls – Central Services Division

The provisions of this item supersede the conditions as noted in Item 30.4.4.1 and applies only to employees, paid from Wage Schedules 25 and 27, who form part of the Central Services Division and are located at the Hydro One Inc. Kipling Complex.

The Company agrees to supply and launder two (2) pairs of coveralls per week for each of the above-noted employees. The employee must exercise reasonable care in the use of clothing so supplied.

It is recognized that reasonable but limited quantity and size range of spare coveralls will be kept available for emergencies.

31.0 PURCHASING PRIVILEGES – SURPLUS EQUIPMENT STORES

Employees shall have purchasing privileges at Surplus Equipment and Material Stores to the same limit as extended to the general public.

32.0 RETURN OF COMPANY PROPERTY

It is agreed that employees whose employment terminates with the Company shall be responsible for the return of any Company property issued to them during the term of their employment. Failure to return such property shall result in the Company deducting its current value from any monies owing to the employees.

33.0 TIME CHANGE – SHIFT WORKERS

When the clocks are changed due to daylight saving time, the following principles will apply:

1. Employees who are scheduled to work during the affected hours will work a shift which is either shortened or extended by one hour.
2. Payment for the shortened or extended shift will not be calculated on the basis of actual hours worked, rather will be based on the number of hours normally worked (eight or twelve).

34.0 REST PERIODS

Each employee shall be entitled to a 10 minute rest period in the first half and second half of each scheduled work day at a time designated by the Company.

35.0 BI-WEEKLY PAY DAYS

1. Salaries and wages of all employees throughout the Company covered by this Agreement shall be once every two weeks. This payment will be by direct deposit to one account designated by the employee in a Canadian financial institution with a Canadian Payment Association (CPA) serviceability code of 1 or 2. (CPA serviceability code definitions in effect June 5, 1991 or subsequent code numbers providing equivalent accessibility). The Company is responsible for the cost of depositing these funds to the employee's account.

The implementation of direct deposit pay will be phased in for PWU members. It is the responsibility of the employee to inform the Company of any changes to the designated account 14 days in advance of the payment date. Any errors in employee payment that result from employee provision of incorrect account information or the late provision of changed account information are solely the responsibility of the employee.

2. Existing employees who were paid the equivalent of one week's base pay during the transition from weekly pay to weekly direct deposit pay will have the amount of this one week payment deducted from their final payment of salaries and wages from the Company (i.e., termination, retirement, etc.)

36.0 BANKING OF REDUCED HOURS OF WORK DAYS AND VACATION DAYS TO BE UTILIZED IMMEDIATELY PRIOR TO RETIREMENT

1. Employees who have earned time off under Part A Item 16.0 (Reduced Hours of Work for Employees Whose Normal Hours of Work are 40 Per Week) shall be eligible to bank up to 6.5 days per year to be utilized immediately prior to retirement.
2. Employees who are eligible for 25 days or greater vacation shall be eligible to bank up to 6.5 days per year to be utilized immediately prior to retirement.
3. Employees who have not been able to utilize vacation entitlements, as per Part A Item 6.5.1.2, or who have not been paid out for such vacation, may bank up to five (5) days to be utilized immediately prior to retirement.
4. The sum of days banked under items 1 and 2 and 3 above shall not exceed 6.5 days per year. Employees are eligible to bank a maximum of 30 weeks (150 days).
5. Employees must provide a minimum four months notice to schedule these dates. The employee will retire once these days have been utilized.
6. These days are not eligible for cash payout except in circumstances beyond the employee's control (e.g. LTD, Death, W.S.I.B.).

37.0 SELF-FUNDED SABBATICALS

Definition

"Self-funded sabbaticals" means an approved arrangement where an employee works regularly scheduled hours while receiving eighty percent (80%) of his/her base salary for each of four years. In the fifth year, the employee is granted a leave of absence for one year, funded by the accumulated deferred pay.

Approvals

Hydro One will approve an employee's application for a self-funded sabbatical where it determines that this arrangement can be accommodated without adversely impacting the viability of his/her work unit.

Terms and Conditions of Self-funded Sabbaticals

The Salary holdback (i.e. twenty percent for four years) will be kept in a special account and interest will be paid annually at an appropriate rate fixed by Hydro One.

During the leave of absence (i.e. the fifth year):

- The employee may not be declared surplus.
- The employee is responsible for his/her health and dental benefits and shall be given the option of continuing coverage under the Hydro One plan through pre-payment.
- The employee's entitlement to group life, living benefit and spousal life insurance benefits shall continue pursuant to Part A, Item 14.0.
- Hydro One shall pay the sum accumulated in the trust to the participating employee in a lump sum or in regular installments.

As a condition of approving a self-funded sabbatical arrangement, Hydro One may require the participating employee to sign a written commitment to return to Hydro One following the expiry of the leave for a period not to exceed the length of the leave (i.e. maximum one year).

Treatment of Employee Upon Return from Leave

Upon completion of the leave the employee shall have the right to contribute to the pension plan the amount that would have been contributed if he/she had remained on payroll at full (i.e. 100%) base earnings during the leave and if such contribution is made the period of time on leave shall be included in calculating his/her continuous employment or established service, as the case may be.

Upon completion of the leave, where the employee's pre-leave position continues to exist and has not been filled or has been filled temporarily, the employee shall return to that position.

Upon completion of the leave, if the employee's pre-leave position no longer exists or has been filled by an ongoing appointment, the employee will be placed in a position at the same salary grade and same location as the pre-leave position.

In the event Article 11 is triggered during or upon completion of the leave, subject to the other provisions in this Article, the participating employee will be redeployed in accordance with that Article.

PART B
MAINTENANCE TRADES

B-1

**TABLE OF CONTENTS
PART B**

	Page Number
1.0 WAGES	B-5
2.0 STANDBY, SERVICE DUTY AND ON CALL	B-5
2.1 Standby.....	B-5
2.2 Service Duty	B-5
2.3 On Call.....	B-7
3.0 TRAVELLING TIME TO AND FROM THE JOB	B-7
4.0 HEADQUARTERS	B-7
5.0 WELDERS	B-7
6.0 MARINE VESSELS	B-8
7.0 CARPENTER SPECIAL	B-8
8.0 TRUCK DRIVERS' CLASSIFICATION	B-8
8.1 Truck Driver Classification Vacancies.....	B-8
9.0 JOURNEYPERSON "AA"	B-9
10.0 APPRENTICES	B-9
11.0 CONTRACT MONITORING	B-9
12.0 SUPERVISORY RESPONSIBILITIES	B-9
12.1 Tradesperson Responsibilities.....	B-10
12.2 Supervisory Responsibilities of a Union Trades Supervisor – Level 3.....	B-10
12.3 Supervisory Responsibilities of a Union Trade Supervisor – Level 2	B-10
12.4 Supervisory Responsibilities of a Union Trades Supervisor – Level 1.....	B-11
12.5 Supervisory Responsibilities of a Management Supervisor.....	B-11

TABLE OF CONTENTS – PART B

(continued)

	Page Number
13.0 PAYMENT FOR TEMPORARY SUPERVISION	B-11
13.1 Schedule of Payment for Relief Supervision in an Established Position.....	B-12
13.2 Payment for Supervision – Motorized Forestry Spray Operation.....	B-12
13.3 Service Truck Supervision.....	B-13
14.0 ADVERSE WEATHER	B-13
14.1 Regular Employees	B-13
14.2 Regular-Seasonal Employees	B-13
14.3 Temporary Employees	B-13
15.0 POWERLINE GROUND ASSISTANTS, HANDYPERSONS AND LABOURERS PROHIBITED FROM CLIMBING	B-14
16.0 MOBILE EQUIPMENT	B-14
17.0 REGIONAL MAINTAINER – ELECTRICAL TRAINING COURSE	B-14
18.0 MEAL PROVISIONS	B-14
18.1 Conditions Governing Allowance for Meals.....	B-14
18.2 Winter Meal Provisions	B-15
18.3 Extension of Lunch Periods.....	B-16
19.0 RELIEF WORK & ACTING IN VACANCIES	B-16
19.1 Acting in Vacancies.....	B-16
19.2 Assignment to a Higher-rated Classification	B-16
20.0 HOURS OF WORK	B-16
20.1 Hourly-Rated Employees	B-16
20.2 Weekly-Rated Employees	B-17
21.0 SHIFT WORK	B-17
21.1 Shift Work Central Maintenance Shop Pickering.....	B-19
21.2 Ten-Hour Shift Provisions Maintenance Trades Staff.....	B-21
21.3 Differential for Shift Work Tradespersons and Stationary Engineers	B-22

TABLE OF CONTENTS – PART B

(continued)

	Page Number
22.0	
OVERTIME PROVISIONS	B-23
22.1 Overtime Definitions	B-23
22.2 Minimum Payments.....	B-23
22.3 Premium Payments	B-23
22.3.1 Overtime Cancellation Payments	B-24
22.4 Special Provisions Concerning Overtime.....	B-24
22.5 Overtime – Regular Part-Time and Temporary Part-Time Employees	B-25
22.6 Equivalent Time Off Without Pay	B-26

PART B
MAINTENANCE TRADES
Specific Matters of Agreement

1.0 WAGES

Wage rates shall be in accordance with the wage schedules which are part of this Agreement.

2.0 STANDBY, SERVICE DUTY AND ON CALL

Employees may be placed, as required, outside of their regular working hours on any one of three types of special duty, depending on the nature of the anticipated work and the extent to which their freedom must be restricted, as follows:

2.1 Standby

Employees on standby shall remain at a specified point from which they shall be ready to proceed to their work location immediately upon receipt of instructions. Their freedom is restricted to the same degree as if they were being held at their regular work headquarters pending issuance of work instructions, and they are considered for all intents and purposes to be already on the job.

Any employee of the Company may be required to perform this type of service, for which payment will be made at the rate appropriate to the particular situation.

2.2 Service Duty

The work of employees on service duty is generally but not necessarily always confined to that of maintaining service to customers of areas, maintaining transmission circuits.

There are two types of service duty, namely, telephone answering service and trouble call service.

Telephone Answering Service: Telephone answering service applies to an employee who is required to remain available outside of normal office hours for the specific purpose of answering telephone calls in connection with customer service trouble, and to report this trouble to the appropriately delegated person(s). Where this type of service is required, it is allocated on a weekly basis and for each particular location must be equitably rotated among all suitably qualified members of the line staff, exclusive of non-working supervisors, except in cases when such personnel are not available. Under these circumstances, it shall be the Company's prerogative to detail any employees for service as required. Except in cases of emergency an employee on telephone answering service duty shall not leave his/her telephone to perform other work.

Trouble Call Service: Trouble call service is that performed by an employee who is required to hold himself/herself readily available within a reasonable length of time outside of normally scheduled hours for dispatch to trouble clearing work generally. When required, one or more employees shall be delegated per area to trouble call service, on a weekly or weekend basis. Work so delegated in areas will be equitably rotated among all suitably qualified members of the line staff, exclusive of non-working supervisors. In addition to those delegated to trouble call service duty on a weekly basis, it may be found desirable from time to time to augment the number on trouble call service by additional delegation for periods of one day or more. When such action is necessary, employees will only be required to accept such duty against their wishes if sufficient volunteers cannot be obtained.

Special Hours of Work Provision (Lines):

Between May 1st and October 31st the employees referred to above in the Trouble Call Service provision may, with seven (7) days notice, have their hours of work established as follows:

- I. 12:00 hours to 20:00 hours Monday to Friday or,
- II. by mutual local agreement, 10:00 hours to 20:00 hours Monday to Thursday.

Such hours will be equitably rotated among all qualified employees, as per their on-call schedule.

These employees will not be required to work more than one (1) rotation of these hours in a four (4) week period.

These employees will eat on the job in the minimum amount of time. Such time will not be deducted from the employees' pay.

These employees will receive two (2) times the payment for service duty as described in Part 'B', Item 2.2.

These employees may be assigned work other than the trouble clearing work they normally perform. All hours worked outside of the 12:00 hours to 20:00 hours or the 10:00 hours to 20:00 hours will be compensated at two (2) times their base hourly rate.

Payment for Service Duty: The rate of pay for service duty of both types to be computed one hour at the employee's basic hourly rate per day, except for Saturdays, Sundays and statutory holidays when the rate will be one and one quarter (1.25) hours at the employee's basic hourly rate per day. This rate includes payment for the use of the employee's telephone. An employee required to report for work while on trouble call, service duty shall be paid for his/her working time in accordance with the standard regulations governing overtime work, including the regulation governing work performed on a "short-call" basis.

2.3 On Call

On call is the term used to cover trouble call service performed by station maintenance personnel, Customer Service Representatives I, Customer Service Representatives, Cable Crew Trades Staff, and hourly rated mechanics and electricians in the Operation and Maintenance Section of the Workplace Services Division who, because of their limited numbers and the resultant increased frequency with which they are required to perform service duty, are allowed up to a maximum of two hours between the time they are called and the time when they report for work. In all other respects, including rates of payment, on-call and trouble call service are identical.

Subject to safe application, volunteers from Station Maintenance will be requested prior to the mandatory assignment of on call. Hourly rated mechanics and electricians in the Operation and Maintenance Section of the Workplace Services Division and Cable Crew Trades Staff will be assigned to on-call duty only if sufficient volunteers cannot be obtained. On-call duty by Customer Service Representatives I and Customer Service Representatives will be on a purely voluntary, individual basis.

2.4 When an employee is on service duty or on call a paging device will be supplied where such service is available and experience in that area has proven it will provide a reliable service.

3.0 TRAVELLING TIME TO AND FROM THE JOB

Hourly-rated employees shall travel from their headquarters to and from the job on Company time. The word "headquarters" shall be for the purpose of this item "where the employee normally reports for work".

4.0 HEADQUARTERS

Headquarters, as referred to herein, means the building or point designated by the Company at which the employees are expected to report for work or to assemble for preparation for leaving for work at outside points. Employees moving from point to point, as in the case of regional maintainers – lines and forestry, may have temporary headquarters established at some hotel or boarding place or some garage at which the truck is kept and at which the employees are to assemble.

5.0 WELDERS

Welders who hold welder "A" certificates issued by the Company and who hold an identification card issued by the Ontario Ministry of Consumer and Commercial Relations and who are required to perform first class work shall be classified as welder "A" in group 01 of wage schedule for tradespersons. Welders who do not meet the requirements of welder "A" shall be classified as welder "B" in group 02 of wage schedule for tradespersons.

6.0 MARINE VESSELS

During normal scheduled hours, if an employee is called upon to operate a boat 7.92 m (26 feet) in length or more, he/she shall be paid the Boat Operator rate for 8 hours.

7.0 CARPENTER SPECIAL

Carpenters performing duties requiring a higher skill than those normally required of a journeyman carpenter such as cabinet making, model making, or the fabrication of scroll cases, will be classified as journeyman "AA" of trade group 02.

8.0 TRUCK DRIVERS' CLASSIFICATION

Class I – Operates any vehicle or combination of vehicle and trailer with a Gross Vehicle Weight (GVW) of greater than 28,000 pounds (12,700 kg)

Class II – Operates any vehicle or combination of vehicle and trailer with a GVW of greater than 9,000 pounds (4,082 kg) but not greater than 28,000 pounds (12,700 kg)

NOTE

Any Class II vehicle equipped with a hydraulic radial boom derrick or hydraulically operated articulated or telescopic aerial devices will be classified as Class I.

Class III – Operates any vehicle or combination of vehicle and trailer with a GVW of greater than 5,000 pounds (2,268 kg) but not greater than 9,000 pounds (4,082 kg).

NOTE

Any Class III vehicle with a snowplow installed on it will be classified as Class II.

8.1 Truck Driver Classification Vacancies

In filling class I truck driver vacancies, the most senior class II truck driver in that region will be given the first opportunity.

In filling class II truck driver vacancies, the most senior class III truck driver in that area will be given the first opportunity.

Replacement of a vehicle by one of a different class or modifications due to the addition or removal of equipment which affects the truck classification shall not be deemed to create a vacancy or a surplus. When such replacement requires a change in the classification of the driver, the driver position shall be filled as follows:

1. When the position is upgraded, the most senior truck driver in the next lower classification in the area will be given the first opportunity, on a probationary basis, to reach an acceptable level of performance.
2. When the position is downgraded, the most junior truck driver in the classification affected, in the area, will be downgraded.

9.0 JOURNEYPERSON “AA”

A journeyperson tradesperson who is required to work at another trade requiring skills of a level equal to or greater than his/her own trade shall be entitled to journeyperson ‘AA’ rating for a minimum of eight hours.

If a journeyperson tradesperson receives the journeyperson ‘AA’ rate for any part of a day during 40 days or more in any calendar year, he/she will be appointed and paid as a journeyperson ‘AA’ for that entire calendar year.

If the journeyperson ‘AA’ rate is paid for more than 50% of a calendar year to the members of a crew, for a specific trade, one of the members of the crew will be appointed and paid as a journeyperson ‘AA’ for that entire calendar year.

Journeyperson “AA” will not be applicable to Regional Maintainer classifications.

10.0 APPRENTICES

Upon completion of their learner apprenticeship training, apprentices shall be entitled to all the benefits afforded a regular employee as outlined in Part ‘A’, Section 23.0.

11.0 CONTRACT MONITORING

Employees required to monitor the quantity, quality and/or safety of contractors work shall be paid five percent (5%) above the journeyperson rate of his/her trade. This rate will not be applicable to Regional Maintainer classifications.

12.0 SUPERVISORY RESPONSIBILITIES

Many factors are involved in trades supervision. The depth of involvement in these factors defines the level of supervision required. There are three levels of regular supervision within union jurisdiction. These are: union trades supervisor – level 3, union trades supervisor – level 2 and union trades supervisor – level 1. The responsibilities associated with each of these levels are set out in the “Trades Responsibilities and Supervisory Criteria” dated July 15, 1968, which is an appendix to this Agreement.

12.1 Tradesperson Responsibilities

A tradesperson is required to exercise judgment and control over his/her own actions so that the assigned work may be performed safely, efficiently, and effectively, and with consideration of its effect on others.

In a work situation, a journeyperson will be responsible only for his/her own work and the work and training of one apprentice or helper. However, for the purposes of training, a journeyperson may be required to teach trade skills of a specific task to more than one apprentice or journeyperson at one time. During such a teaching situation, the journeyperson is responsible, only, for the demonstration of trade skills and not for the work of the apprentices or journeyperson involved.

Related to the above, a “helper” is a person of lower classification than the tradesperson he/she is assisting; and “apprentice” is a person of lower classification than journeyperson progression in a trade.

12.2 Supervisory Responsibilities of a Union Trades Supervisor – Level 3

A union trades supervisor – level 3 supervises an assigned crew on specific jobs and does so for periods up to five days without face-to-face contact with his/her supervisor who will carry out the higher responsibilities of the job. Less frequent contact requires that the union trades supervisor – level 3 be paid at the appropriate supervisor rate. He/she performs physical work activities. This classification is paid at a rate which is eight percent (8%) above the journeyperson rate of his/her trade or eight percent (8%) above the journeyperson rate of the highest trade supervised, whichever is the greater.

For the purposes of this item, if either the supervisor or the employees being supervised are receiving a Journeyperson “AA” rate, this rate will be used in determining the appropriate Union Trades Supervisor rate.

12.3 Supervisory Responsibilities of a Union Trades Supervisor – Level 2

A union trades supervisor – level 2 supervises staff on a continuing basis to carry out a given work program. He/she performs physical work activities. This classification is paid at a rate which is 17 percent (17%) above the journeyperson rate of his/her trade or 17 percent (17%) above the journeyperson rate of the highest trade supervised, whichever is the greater.

For the purposes of this item, if either the supervisor or the employees being supervised are receiving a Journeyperson “AA” rate, this rate will be used in determining the appropriate Union Trades Supervisor rate.

12.4 Supervisory Responsibilities of a Union Trades Supervisor – Level 1

A union trades supervisor – level 1 performs the complete supervisory responsibilities over a trade staff. He/she performs physical work activities. This classification is paid at a rate which is 22 percent (22%) above the journeyperson rate of his/her trade or 22 percent (22%) above the journeyperson rate of the highest trade supervised, whichever is the greater.

For the purposes of this item, if either the supervisor or the employees being supervised are receiving a Journeyperson “AA” rate, this rate will be used in determining the appropriate Union Trades Supervisor rate.

12.5 Supervisory Responsibilities of a Management Supervisor

A management supervisor’s responsibilities are of a supervisory nature as described in the Trades Responsibilities and Supervisory Criteria. Normally, they must not take the place of skilled workers. In the event that an emergency work condition arises, skilled help should be called in. However, where suitable skilled help is not available at the required time, supervisors are expected to perform whatever duties are necessary. The foregoing is not intended to prohibit the supervisor from using the tools of the trade for training purposes.

13.0 PAYMENT FOR TEMPORARY SUPERVISION

Overall supervision of a crew is provided by a supervisor and/or union trades supervisor – level 3 carrying out the appropriate responsibilities set out in 12.2 to 12.5. However, a crew may be assigned a task without a regular supervisor in attendance, in which case a temporary supervisor may be appointed. In such instances, any responsibility for supervision must be assigned, it cannot be assumed. When so assigned, the level of supervision to be performed and paid must be designated in accordance with Section 12.0, above.

Employees shall not be held accountable for more than journeyperson responsibilities that have not been assigned.

Where no regular supervisor is on a job the following shall apply:

1. Where a journeyperson is responsible for one helper or one apprentice, there shall be no payment for supervision.
2. Where two journeypersons are working together and each is responsible for his/her own work, there shall be no payment for supervision. However, where a journeyperson is held responsible for the work of another tradesperson, other than a helper, he/she shall be appointed and paid as a lead hand or union trades supervisor – level 3. A lead hand shall be paid for assigned responsibilities in excess of two hours per day, in which case he/she shall be

paid five percent (5%) above the journeyperson rate of his/her trade, or five percent (5%) above the journeyperson rate of the highest trade supervised, whichever is greater, for a minimum of four hours, or the actual hours worked as a lead hand, whichever is greater. Lead hand responsibilities are as appended to the “Trades Responsibilities and Supervisory Criteria” document. Lead Hand rate will not be applicable to Regional Maintainer classifications.

3. Where a group of employees are working at a location on jobs which are independent of one another and planned by a supervisor so that no coordination of their activities is required, additional supervision will not be required.

Where the job is being performed by three or more employees, one of them shall be appointed and paid as a union trades supervisor – level 3 or level 2. In such cases if he/she supervises for more than two hours in a day he/she shall be paid the supervisor rate for a minimum of four hours or the actual hours he/she supervises, whichever is greater.

13.1 Schedule of Payment for Relief Supervision in an Established Position

The following schedule shows the rate to be paid for employees relieving a supervisor. The column figures represent the percentage to be paid above the basic journeyperson rate.

Classification Performed			
Regular Classification	Level 3 Supervisor	Level 2 Union or Management Supervisor	Level 1 Union or Management Supervisor
Journeyperson	8	17	22
Level 3 Supervisor		17	22
Level 2 Supervisor		17	22
Level 1 Supervisor			22

13.2 Payment for Supervision – Motorized Forestry Spray Operation

In the Company’s motorized spraying operations, each work group, clearly separated, will be supervised by a qualified forestry tradesperson.

In all cases of such supervision, the concerned qualified forestry tradesperson shall be paid at least eight percent (8%) more than his/her existing rate, or of the rate of the highest tradesperson supervised, whichever is the greater.

13.3 Service Truck Supervision

1. When more than two employees constitute the work crew on a service truck, the person in charge shall be deemed to be providing supervision and shall be temporarily reclassified to the appropriate supervisory rate (union trades supervisor – level 3 or working supervisor).
2. Payment of a supervisory rate (union trades supervisor – level 3 or working supervisor) while in charge of a service truck will be based on the following:

If the total daily hours where supervision is provided are:

- (a) Less than one hour – no payment at supervisory rate.
- (b) One hour to four hours – four hours at the appropriate rate.
- (c) More than four hours – eight hours at the appropriate supervisory rate.

14.0 ADVERSE WEATHER

When in the Company's opinion the weather is unduly adverse, employees shall not normally be required to work outside and the following shall apply:

14.1 Regular Employees

Regular employees shall within normal scheduled hours be provided with inside work.

14.2 Regular-Seasonal Employees

Employees who have attained regular-seasonal status in accordance with Part 'A', Item 2.0, and continue to be employed on a seasonal basis shall be entitled to a half day's pay per day or pay for actual hours worked or held whichever is the greater, providing the employee reports for work.

14.3 Temporary Employees

Two hours' pay will be allowed when a temporary employee reports and is prepared to remain for two hours at his/her place of work and is prevented from working due to unduly adverse weather.

If a temporary employee is required to remain at his/her place of work longer than two hours, he/she shall be paid for all the time he/she is required to stay on the job.

15.0 POWERLINE GROUND ASSISTANTS, HANDYPERSONS AND LABOURERS PROHIBITED FROM CLIMBING

Powerline Ground Assistants, handypersons and labourers are prohibited from climbing poles, towers or structures used for transmitting electrical energy for the purpose of doing work which is properly the work of tradespersons.

This will not prohibit numbering poles or painting structures, which does not involve exposure to live equipment hazard.

16.0 MOBILE EQUIPMENT

The Company undertakes to continue the investigation of the problems connected with suitable mobile equipment for the transportation of employees and undertakes to get employees from headquarters to work and back without exposing them to undue physical danger and with reasonable protection from the weather.

17.0 REGIONAL MAINTAINER – ELECTRICAL TRAINING COURSE

Electrical tradespersons who are not specifically required to take the Regional Maintainer – Electrical Training Course may make application to attend and participate in the Conference and Training Facility portion of this course.

18.0 MEAL PROVISIONS

18.1 Conditions Governing Allowance for Meals

Recognizing the fact that employees are required to provide their own meals (except as in 18.2) the following conditions will apply:

1. The Company shall not require an employee to carry or provide more than one meal on a day when work is performed.
2. Wherever possible, supervisors shall notify employees who do not normally carry a lunch of the necessity to carry a lunch the following day.
3. If an employee is sent away from headquarters in an emergency without sufficient notice for him/her to provide and take his/her own lunch, the Company will pay the cost of the employee's noon day meal.
4. If an employee is required to continue working beyond a normal day, the Company will provide the employee's meal after two hours or more and every four hours thereafter while the employee continues working.
5. If an employee is required to work extended periods of overtime, Monday to Friday inclusive, the Company shall pay the cost of the employee's meal on approximately a four-hour interval basis.

6. If an employee is called out to work extended periods of overtime on Saturday, Sunday or statutory holidays without forewarning, the Company shall pay the cost of the employee's meal on approximately a four-hour interval basis. If forewarned, the employee shall carry or provide the first meal and the Company shall pay the cost of any further meals on approximately a four-hour interval basis.
7. When overtime has been scheduled in advance, a meal period will be allowed and no time will be paid for this period. When the overtime is not scheduled in advance, no time will be deducted if employees eat at the job site in a minimum of time.
8. In the conditions outlined in 3, 4, 5, and 6, the Company will either bring the meal to the employee or release him/her from duty long enough to secure and eat it. Where necessary, the Company will provide transportation for this purpose.
9. It is recognized that between the hours of midnight and normal starting time, it may not be feasible for the Company to provide a hot meal and the employee may not feel the need for one. In such cases, sandwiches and hot soup or a hot beverage shall be considered as fulfilling the requirement of a meal.

18.2 Winter Meal Provisions

In general, the winter months, for the purpose of this clause, shall cover the period of December 1st to March 31st for the areas south of the French River and the period November 1st to April 30th for areas north of the French River. However, if unseasonable weather is experienced any day during the two-week period immediately prior to the opening dates or subsequent to the closing dates, the supervisor in charge may, at his/her discretion, treat such days in the same manner as though they were included in the prescribed period.

During the winter months, if employees are required to work outdoors or in unheated buildings, subject to 3. hereunder, the Company will:

1. Provide means for carrying or storing the employee's lunches in some warm place and also provide where necessary, transportation for reaching some warm and suitable place for eating lunch. Such time involved in transportation both ways to be absorbed by the Company, thereby allowing the full meal period upon arrival, or
2. Supply or pay for a hot meal and provide transportation. The meal period's duration will be between the times of departure and re-arrival at the point of work and thus any time involved in transportation, both ways, is absorbed by the employee. Should the meal period be extended beyond its normal duration, any such excess will be absorbed by the employee by working

equivalent overtime at straight time rates which will result in a total of normal daily hours of work and pay. This shall not preclude the providing of a meal when time involved is in excess of the normal meal period.

3. In some thinly-settled localities, there may be no warm place for storing or eating lunches, and no place where hot meals may be prepared within a reasonable distance from the point of work. Such conditions are beyond the Company's control and necessarily form part of the working conditions in that locality. In such cases, lunches must be carried but employees will eat on the job in a minimum period of time. Such time shall not be deducted and the conditions listed above do not apply.
4. Where it is mutually agreeable, employees will carry their lunch and will eat on the job in a minimum period of time. Where employees work in a group, the views of a minimum of 50% of the work group shall prevail and trigger this provision.

18.3 Extension of Lunch Periods

Where lunch periods are restricted to half an hour and when it has been demonstrated that it has been difficult for employees to get their lunch and return to the job within one-half hour, the Company may exercise its prerogative in extending the lunch period to a maximum of one hour, with the necessary adjustments to the working hours of the day.

19.0 RELIEF WORK & ACTING IN VACANCIES

19.1 Acting in Vacancies

All acting positions are to be limited to 90 days unless extensions are agreed to by the Company and the Chief Steward of the Union. Pending the arrival of the successful applicant and his/her assuming of the normal duties, the acting incumbent who is performing the normal duties and responsibilities of an "acting" position shall receive the rate for the position.

19.2 Assignment to a Higher-rated Classification

An employee who is presently in the top step of his/her job when temporarily stepped up to work in a higher-rated classification, shall receive the top rate of that classification.

20.0 HOURS OF WORK

20.1 Hourly-Rated Employees

1. The normal work week for the Company's hourly-rated trades employees shall be 40 hours per week consisting of five (5) days of eight (8) hours (not before 6:00 a.m. and not later than 6:00 p.m.), Monday to Friday inclusive.

2. A change to established hours of work within the core hours (6:00 a.m. to 6:00 p.m) shall be a matter for discussion between the Union (Chief Steward) and the Company. When changes in hours of work are contemplated the preference of 70% of affected staff in the classification(s) will be considered to be the preference of that classification(s). Where the work of classifications is interdependent (e.g., rehabilitation work, electrical, mechanical, civil), the preference of 70% of the employees in the interdependent classifications will be deemed to be the preference.

However, if in the Company's opinion the desired hours of work of the affected classifications cannot be accommodated then the Company will provide the Union (Chief Steward) with written rationale for such a decision.

3. The normal work week for T&W-Field Mechanics shall be 40 hours per week consisting of five (5) days of eight (8) hours (not before 6:00 a.m. and no later than 8:00 p.m.), Monday to Friday inclusive. The start times for these employees may be adjusted within the window by Management with seven (7) days' notice to the affected individuals. Such adjusted start times will be equitably rotated among all employees in the classification at the work site.

The Company may assign employees on a voluntary basis to work five (5) eight (8) hour days Monday to Friday ending no later than 12:00 a.m. These employees will be eligible for shift differential (Item 21.3 afternoon shift). An employee who is selected to an advertised vacancy for these hours will be deemed to have volunteered.

4. Excepting for shift work, all other work outside of the normally scheduled hours shall be considered overtime and paid for at the appropriate premium rates.
5. Switching Agents shall work between the hours of 0:00 and 8:00 Monday to Friday. Employees shall be eligible for shift differential (Item 21.3 night shift).

20.2 Weekly-Rated Employees

The normal work week for janitors and vehicle services attendants shall be 40 hours.

21.0 SHIFT WORK

Shift work may be established under the following conditions:

1. **Rehabilitation work:** Shift work for normal day workers may be established for major rehabilitation work (minimum of 10 working days confined to one unit) on frequency changers with rate capacity of 10,000 kV.A or more.
2. During abnormal or emergency conditions.

3. Conditions other than in 1 and 2 above require agreement by the appropriate Chief Steward.
4. The procedures for establishing shift work in accordance with 1, 2, and 3 above are as follows:
 - (a) Staff shall be assigned to the work for which the shift was established. Staff assigned to other work for a period of greater than one hour per shift shall be paid at two times the employee's normal base rate for the period worked in excess of one hour in that shift.
 - (b) Such rescheduling is not to be considered for the performing of ordinary routine maintenance except as described in Part 'B' Item 21.0 (3).
 - (c) In the case of abnormal or emergency conditions, three days' advance notice and, in the case of major rehabilitation work and other conditions as agreed to in Part 'B' Item 21.0 (3), seven days' advance notice of the commencement date shall be given to the employee by his/her supervisor. Shift shall commence on the day specified or within the following two days.

In the case of illness, which would result in a staff shortage, four (4) days' advance notice will be given when placing an employee on shift.

If the appropriate advance notice of the commencement date has not been given, premium time shall be paid for all work outside the normal scheduled hours until three or seven days have elapsed after notice has been given. If shifts do not commence on the specified days, nor within the following two days, actual commencement shall be considered a change in normal scheduled hours and subject to all the principles of establishing shift work.

- (d) Three-shift work for normal day workers shall be established for a minimum period of three days or more on an eight-hour shift basis commencing on any day in the week.
- (e) The appropriate premium rates shall be paid for work in excess of eight hours on a daily shift basis, Monday to Friday, inclusive.

The appropriate premium rates shall be paid for all scheduled work on Saturdays, Sundays and statutory holidays.

- (f) Subject to the same notice and conditions for three-shift work, two-shift work may be introduced on either an eight hour or ten hour basis.

Shift work on a ten hour basis shall be established in accordance with Part 'B' Item 21.2.

- (g) Change in shift conforming with the preceding regulations shall be deemed to be a change in normal scheduled hours.
- (h) Shift work will be equitably rotated amongst qualified staff with each shift being rotated on a weekly or bi-weekly basis.
- (i) Prior to implementation of shift work, a schedule shall be posted and a copy shall be given to the appropriate steward stating the group, the reason for shift work and the estimated length of the work period involved.
- (j) Employees on shift work shall have a paid meal period and shall eat their meal during the shift hours as conditions permit.

21.1 Shift Work Central Maintenance Shop Pickering

Shift work may be established under the following conditions:

1.
 - (a) For short duration shifts (maximum three (3) consecutive weeks). No more than four (4) rotations onto these shifts may be worked by any individual in one (1) calendar year.
 - (b) During abnormal or emergency conditions.
 - (c) Shift work for normal day workers may be established (minimum of 15 working days) confined to major project type work.
 - (d) For other work as agreed to by the appropriate Union Chief Steward.
2. The procedures for establishing shift work in accordance with the above are as follows:
 - (a) Staff shall be assigned to the work for which the shift was established. Staff assigned to other work for a period of greater than one hour per shift shall be paid at two times the employee's normal base rate for the period worked in excess of one hour in that shift. Premium pay shall not apply where such assigned other work is as a result of equipment breakdown, inspection delays, customer delays or material delays. Premium pay does not apply to situations where the work that was established for shift comes to a completion within the shift.
 - (b) Such rescheduling is not to be considered for the performing of ordinary routine maintenance except as described in Part 'B', Item 21.1.1 (d).
 - (c) In the case of conditions as described in Part 'B' – Item 21.1.1 (a and b), three (3) days' advance notice will be given. In all other conditions seven days' advance notice of the commencement date shall be given to

the employees by his/her supervisor. Shifts shall commence on the day specified or within the following two days. In the case of illness which would result in a staff shortage, three (3) days' advance notice will be given when placing an employee on shift. If the appropriate advance notice of the commencement date has not been given, premium time shall be paid for all work outside the normal scheduled hours until seven days have elapsed after notice has been given. If shifts do not commence on the specified days nor within the following two days, actual commencement shall be considered a change in normal scheduled hours and subject to all the principles of establishing shift work.

- (d) Three-shift work for normal day workers shall be established for a minimum period of three days or more on an eight-hour shift basis commencing on any day in the week.
- (e) The appropriate premium rates shall be paid for work in excess of eight hours on a daily shift basis, Monday to Friday, inclusive.
- (f) The appropriate premium rates shall be paid for all scheduled work on Saturdays, Sundays and statutory holidays.
- (g) Management will determine the number of hours to be covered by shift work.

Subject to the same notice and conditions for three-shift work, two-shift work may be introduced on either an eight hour basis. The preference of 70% of the affected staff for a particular shift schedule in the classification(s) will be considered to be the preference of the classification(s). The vote will be administered by the local Chief Steward.

Shift work on a ten hour basis shall be established in accordance with Part 'B' Item 21.2.

- (h) Change in shift conforming with the preceding regulations shall be deemed to be a change in normal scheduled hours.
- (i) Shift work will be equitably rotated amongst qualified staff with each shift being rotated on a weekly or bi-weekly basis.
- (j) Prior to implementation of shift work, a schedule shall be posted and a copy shall be given to the appropriate steward stating the group, the reason for shift work and the estimated length of the work period involved.

- (k) Employees on shift work shall have a paid meal period and shall eat their meal during the shift hours as conditions permit.

21.2 Ten-Hour Shift Provisions Maintenance Trades Staff

1. Applies to Maintenance Trades Staff assigned to shift work under Part 'B' Items 21.0 (1), 21.0 (2), 21.0 (3) and 21.1 of the Collective Agreement.
2. Ten hour shifts shall be implemented when it is mutually agreeable to Hydro One and 70% of affected staff. Where Hydro One deems there are reasons not to implement ten hour shifts, these reasons will be provided to the Union (Chief Steward).
3. The normal hours of work for non-time balanced ten hour shifts are 40 per pay week. Staff involved shall work ten hours per shift Monday, Tuesday, Wednesday and Thursday at straight time (banked two hours per day for total eight hours) which may be performed within the following shift windows:

1st shift – 06:00 hrs to 18:00 hrs
2nd shift – 14:00 hrs to 02:00 hrs

Shift Differential

1st shift – no shift differential
2nd shift – 64 cents per hour

Part 'B' Item 21.3 shall not apply to ten hour shifts.

4. The appropriate premium rates shall be paid for work in excess of ten hours per shift on a daily basis Monday to Thursday inclusive.

If it is necessary for employees to work on the Friday, it will be paid at two times the employee's basic rate for all additional hours worked.

The appropriate premium rates shall be paid for all scheduled work on Saturdays, Sundays and statutory holidays.

5. Ten hour shift provisions shall not apply to work weeks containing one or more statutory holidays.
6. For staff assigned to shift work under Part 'B' Item 21.0 (1), 21.0 (2) and 21.0 (3) all other provisions Part 'B' Item 21.0 except Part B, Item 21.0(1), 21.0(2) and 21.0(3) all other provisions of Part B, Item 21.0 except 21.0(4)(d), and 21.0(4)(e) shall apply to ten hour shifts.

7. For staff assigned to shift work under Part B, Item 21.1 all other provisions of Part B, Item 21.1 except 21.1(2)(d), 21.1(2)(e) and 21.1(2)(f) shall apply to ten hour shifts.

8. (a) The following items will be credited for pay purposes on an hour-for-hour basis. In the application of undernoted items – 1, 2, 3 and 4, a reference under the appropriate contract provision to “days” entitlement will mean eight (8) hours. Therefore a ten (10) hour shift will constitute one and a quarter (1.25) days deducted from credits.
 - (1) Vacation
 - (2) Floating Holiday
 - (3) Sick Leave
 - (4) Leave of Absence
 - (5) Travelling Time Outside Normal Working Hours
 - (6) Payment for Temporary Supervision
 - (7) Time Charges and Expenses for employee Union Representatives

- (b) When an employee is scheduled to work a ten (10) hour shift and one of the undernoted conditions occurs, a “day” will be considered to be 10 hours:
 - (1) Jury Duty
 - (2) Funerals
 - (3) Moving Day

21.3 Differential for Shift Work Tradespersons and Stationary Engineers

Shift differentials shall apply to employees required to work on a three-shift schedule or a two-shift schedule. The first part of a three-shift or a two-shift schedule shall begin at normal starting time.

A shift differential of 70 cents per hour shall be paid to employees who are scheduled to work between the hours of 1600 and 2400.

A shift differential of 1 dollar per hour shall be paid to employees who are scheduled to work between the hours of 0000 to 0800.

For Regular part-time and Temporary part-time employees, shift differential is not applicable when the shift starts and ends between the hours of 0700 and 1800.

The wage schedule rates for the following classifications are deemed to include full payment for the normal hours and days of work as shown in their schedule and shift differentials shall not apply:

Janitor ‘AA’

Janitor ‘A’

The appropriate shift differential shall be paid for the first eight hours of each scheduled shift on any regular scheduled day of work and shall not apply for any overtime hours. When premium time is involved for payment of shift work, the premium rate shall be computed on the standard basic rate, excluding shift differential [see Subsection 21.0(4)(e)].

22.0 OVERTIME PROVISIONS

Due to the nature of the Company operations, some employees will be required to work overtime. Overtime will be minimized and managed within the limits of corporate effectiveness and customer impact. In recognition of employee well-being and inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees.

22.1 Overtime Definitions

Overtime: Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours and is therefore, subject to compensation at premium rates.

22.2 Minimum Payments

All overtime performed, or reported for due to lack of notice of cancellation, shall result in a minimum payment of the greater of four hours at straight time pay or the actual time worked at the appropriate premium rate, except in the following circumstances:

1. Overtime arranged during normal working hours and worked as an extension before and/or after the employee's normal hours of work requires no minimum payment.
2. When short call-outs are repeated within one hour of the completion of a previous call-out for which the minimum was paid, no additional minimum payment is required.
3. For overtime call-outs occurring less than two hours before the commencement of normal starting time, the minimum will not apply and the appropriate premium rate will be paid continuously from call-out time until normal starting time.

22.3 Premium Payments

Premium payment for overtime which does not include shift work shall be as follows:

1. Two times the employee's basic rate shall be paid for:

All work performed after normal quitting time, Monday to Friday inclusive.

All work performed on Saturday, Sunday and statutory holidays.

2. When less than 48 hours' notice has been provided and an extra trip to the work location has been made to work overtime, time shall be counted from the time the employee leaves his/her home until he/she returns.

22.3.1 Overtime Cancellation Payments

All overtime cancelled within 48 hours of its scheduled commencement shall result in a cancellation payment of two hours at straight time rate except in the following circumstances:

1. Overtime arranged during normal scheduled hours as an extension to those normal scheduled hours requires no cancellation payments.
2. Overtime arranged as an extension before the normal hours of work requires no cancellation payment if cancelled with more than 16 hours' notice prior to its commencement.

22.4 Special Provisions Concerning Overtime

1. Because an employee was required to work overtime or because he/she lost time in changing shifts, he/she shall not be prevented from working his/her total number of normal daily hours in any normal scheduled day of work. If the employee cannot be supplied with the work required to make up the eight hours' work in that day, his/her pay shall be adjusted to provide a minimum of eight hours' work.
2. If an employee who has worked overtime is physically capable and the gang of which he/she is ordinarily a member is at work, he/she shall not be deprived of the opportunity of working his/her normal scheduled hours in addition to the overtime he/she may have worked.
3. An employee who has accumulated overtime hours shall receive this, in earnings, calculated at the appropriate premium rate and cannot be required to take time off in lieu of payment.
4. Employees who have worked overtime qualify for a rest period based on the following:
 1. An employee who is required to work continuously for more than 16 hours, or an employee who accumulates 16 hours of working time in any 24-hour period, shall be entitled to an eight-hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the overtime worked.

Should the employee be required to continue working beyond the above 16-hour work periods, the employee shall be paid two times his/her normal basic rate until an eight-hour rest period is granted.

Should an employee be released before 16 hours have elapsed, he/she will not be entitled to an eight-hour rest period, and his/her right to continue work at straight time will be governed by Section 22.4(2), above.

2. An employee on day work who is required to work 4 but less than 6 accumulative overtime hours between the hours of 2300 and 0700 shall be entitled to a 4 hour rest period.
3. An employee on day work who is required to work 6 or greater accumulative overtime hours between the hours of 2300 and 0700 shall be entitled to an 8 hour rest period.
4. If the rest period in 2 and 3 above extends into the employee's normal scheduled hours of work, he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. Should the employee be required to continue working during normal scheduled hours, the employee shall be paid at two times his/her normal basic rate until the rest period is granted.
5. In computing overtime for hourly-rated employees on shift work, excluding stationary engineers, 4th class, two times the employee's basic rate shall be paid for all work performed prior to the start of the scheduled shift, Monday to Friday inclusive. All work performed on Saturday, Sunday and statutory holidays shall be paid at two times the employee's basic rate.
6. Overtime Weekly-Rated: The following trades weekly-rated classifications shall receive overtime in accordance with the "premium payments" section of Part B Item 22.3 for all work in excess of the indicated hours:
 - (a) In excess of eight hours in a day; janitorial staff and vehicle services attendants.

22.5 Overtime – Regular Part-Time and Temporary Part-Time Employees

Overtime is defined as:

- (a) Hours worked which are in excess of the normal daily hours of the classification. The premium payment for such work is one and one-half times the employee's basic rate for all work performed during the first two clock hours after the normal quitting time of the classification, and two times the

employee's basic rate for all work performed outside of the first two clock hours after the classification's normal quitting time.

and/or

- (b) Hours worked in excess of 24 in a week. The premium payment for such work is one and one-half times the employee's basic rate for the first two hours worked in a day. Two times the employee's basic rate for all work performed in excess of two hours in a day.

and/or

- (c) Unscheduled hours worked on Saturday and Sunday. The premium payment for unscheduled hours worked on Saturday and Sunday is two times the employee's basic rate.

22.6 Equivalent Time Off Without Pay

See Part 'A' Section 10.2

**HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 24 – REPRODUCTION & GRAPHIC SERVICES
– Dollars per Hour**

Grade	TRADE	Step 0	Step 1	Step 2	Step 3	Step 4	UTS LVL 3 Step 7	SUPV LEVEL 2 Step 8
01	Cameraperson Litho Press Operator I		43.21	44.34	45.48		49.12	
04	Micrographic Worker II Film Quality Inspector Photocompositor I, Press Operator			36.65	38.95		42.07	45.57

Advancement through trade groups is not automatic.

All progressions shall be in accordance with Item 3 of Part A.

RULES OF APPLICATION

- (1) All jobs on Wage Schedule 24 will be advertised within the Reproduction and Graphics Services Department when they become vacant.
- (2) Step 1 does not apply to the classification of Camerapersons.

Hydro One Labour Relations
Effective: April 1-2018

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 25 – TRADES
– Dollars per Hour

25	18
----	----

Grade (Group)	TRADE	LEARNER		IMPROVER			J'PER	UTS	UTS		
		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	AA	LVL 3	LVL 3A
01	Customer Service Representative 'A'; Electrician Fitter Mechanic; Instrument Mechanic; Powerline Maintainer Machinist; Mechanic 'A'; P.M. Electrician 'A'; Welder 'A' Cable Splicer (2), Switching Agent	25.63	27.77	29.90	32.04	34.18	38.45	42.72	44.86	46.14	
02	Building Mechanic Carpenter; Crane Operator (Licensed) 20 tons and over; Forester Mechanic; Mechanic B (1); Meter Mechanic; P.M. Electrician B; Pipefitter; Tinsmith; Rigger; Underground Cable Stakeout Power Equipment Component Refinisher (2)	24.79	26.85	28.92	30.98	33.87	37.43	41.31	43.38	44.61	
03	Asst Mechanic Crane Operator (licensed) 8 tons and under 20 tons Customer Service Representative Mechanic C (1) Meter Repairer; Painter Tool & Equipment Repair Person (3) Regional Site Maintenance Person (3A) Assistant Power Maintenance Electrician	24.18	26.75	29.32	34.06	39.51	39.92		J'PER AA	UTS LVL 3	UTS LVL 3A
04	Assistant Power Maintenance Electrician Crane Operator (Licensed) under Maintenance worker; Meter Asst Cable Splicer (3) Station Maintenance & Meter Reader/Data Collector	24.23	26.80	29.36	37.74	38.91			J'PER AA	UTS LVL 3	
05	Handyperson (4)		24.23	31.05	34.23			J'PER	UTS LVL 3		
06	Powerline Ground Assistant		31.07	32.83	34.52			36.25	37.28		
07	Powerline Maintainer Special (5)		39.51								
08	Labourer (6)	24.23	27.98	31.09	33.58	36.38					
09	Summer Student (7)	18.48	20.00								
10	Meter Reader B		23.51	26.93							
11	Supervising Meter Reader Supervising Meter Reader/Data Collector		43.40								

- NOTES:**
- (1) Advancement from Mechanic C to B or A is not automatic.
 - (2) For all Trade Group 1 and 2 jobs, progressions are on 6-month intervals until step 4 is reached and are then on an anniversary basis until Journey person level is reached.
 - (3) For all Trade Group 3 and 4 jobs, first increase six months after start, second increase twelve months after starting date. All other progressions are on an anniversary basis until Journey person level is reached.
 - (3A) Step 5 is used for Regional Site Maintenance employees who are required to hold a valid MOEE Herbicide Land Exterminator Class 01 licence. The base rate for Step 5 will be 41 cents per hour above Step 4, retroactive to January 1, 1999.
 - (4) First increase six months after starting date.
 - (4A) Step 5 is used as a step-up rate for Meter Reader/Data Collector employees required to perform Cable Locates.
 - (5) Not a hiring classification. Restricted for use of retrogressed Powerline Maintainers or former Rural Linemen who are not fully qualified to perform the duties of their present positions.
 - (6) Progressions are on six (6) month intervals until Step 2 is reached.
 - (7) Step 0 paid for first year of employment, Step 1 paid for second year of employment.
- Note:** In the trades schedule, when an employee not at the maximum rate for his/her group is regressed, he/she will receive the rate of the corresponding year in the higher group and retain the same progression date.

All progressions shall be in accordance with Item 3 of Part A.

Hydro One Labour Relations
Effective: April 1-2018

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 26 – WORKING SUPERVISORS
 – Dollars per Hour

SCHEDULE 26 TRADE GROUP	GRADE	GROUP 1 STEP 1	GROUP 2 STEP 2
01	01	49.98	52.12
02	02	48.33	50.40
03	03	46.23	48.20
03	3A	46.71	48.70
04	04	44.16	46.04
05	05	40.05	41.76

SCHEDULE 27 TRADE GROUP	GRADE	GROUP 1 STEP 1	GROUP 2 STEP 2
01	11	52.76	55.01
02	12	48.34	50.41
03	13	46.23	48.20
04	14	44.13	46.02
05	15	37.65	39.26

SCHEDULE 28 TRADE GROUP	GRADE	GROUP 1 STEP 1	GROUP 2 STEP 2
01	21	53.98	56.29
02	22	50.75	52.92

NOTES:

These grades are applicable to PWU Supervisors who supervise employees paid from Schedules 25, 27 and 28 and for union members who relieve in Trades Supervisory positions.

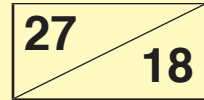
Group 1 is the hourly rate for union Supervisors Level 2. It is also applicable to union members relieving in union Supervisors Level 2 positions or union members relieving in Level 2 Trades Supervisory Positions. Rate is based on PWU Journeyman Rate, Regional Maintainer 1 Rate or WSD Civil Maintainer 1 Rate x 1.17.

Group 2 is the hourly rate for union Supervisors Level 1. It is also applicable to union members relieving in union Supervisors Level 1 positions or union members relieving in Level 1 Trades Supervisory Positions. Rate is based on PWU Journeyman Rate, Regional Maintainer 1 Rate or WSD Civil Maintainer 1 Rate x 1.22.

Trade Group 3, Grade 3A applicable to Schedule 25 (Group 03, Step 5).

Hydro One Labour Relations
 Effective: April 1-2018

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 27 – MOTIVE POWER TRADES
– Dollars per Hour



Grade (Group) TRADE	LEARNER				IMPROVER			J'PER Step 7	J'PER AA Step 8	UTS LVL 3 Step 9
	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6			
01 Regional Field Mechanic; Transport & Work Equipment Mechanic (1)	27.05	29.31	31.56	33.82	36.07	38.33	40.58	42.84	45.09	48.70
07 Autobody Fabricator Hydraulics & Automotive Machinist	25.63	27.77	29.90	32.04	34.18	36.31	38.45	41.32	42.72	46.14
02 Regional Shop Mechanic Transport Mechanic Work Equipment Mechanic Auto Body Repairer (1)	24.79	26.86	28.92	30.99	33.88	36.36	38.84	41.32		44.63
03 Automotive Painter (2)	24.18	26.75	29.32	34.06	39.51					42.67
06 Fuel and Electrical Systems Mechanic (3)	24.18	26.75	29.32	34.06	39.51					42.67
04 Accessories Installer	24.33	26.86	29.38	37.72						40.74
05 Service Station Attendant	24.04	26.48	32.18							34.75

All progressions shall be in accordance with Item 3 of Part A.

NOTES:

- (1) For all Trade Group 1 and 2 jobs, progressions are on 6-month intervals until Step 4 is reached and are then on an anniversary basis until Journeyperson level is reached.
- (2) For Trade Group 3 jobs, progressions are on 6-month intervals until Journeyperson level is reached.
- (3) For Trade Group 6 jobs, progressions are on 6-month intervals until Step 2 is reached and are then on an anniversary basis until Journeyperson level is reached.

Hydro One Labour Relations
Effective: April 1-2018

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 28 – REGIONAL MAINTAINERS
– Dollars per Hour

Grade (Group)	TRADE	LEARNER			IMPROVER			REGIONAL MAINTAINER 2		REG MAIN 1	UTS LVL 3
		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
01	Regional Maintainer – Lines Regional Maintainer – Electrical Regional Maintainer – Mechanical Regional Maintainer – Cable Customer Service Representative – I Regional Maintainer – Power Equipment Electrician	25.63	27.77	29.90	32.04	34.18	38.45	42.72	44.43	46.14	49.83
02	Regional Maintainer – Civil Regional Maintainer – Forestry	24.79	26.85	28.92	30.98	33.87	37.43	41.31	43.38		46.85

NOTES:

Progressions are on 6-month intervals until step 4 is reached and are then on an anniversary basis until the Maintainer 1 level is reached.

All progressions shall be in accordance with Item 3 of Part A.

Hydro One Labour Relations
 Effective: April 1-2018

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 31
TRADES – SERVICES (WEEKLY RATED)
WEEKLY DOLLARS

GRADE	TITLE	STEP 0	STEP 1	STEP 2	STEP 3	UTS LVL 3 STEP 4	SUPV LEVEL 2 STEP 5
16	Janitor 'A'		1,176.25	1,285.52		1,388.36	1,504.06

This schedule is applicable to a 40-hour work week.

All progressions shall be in accordance with Item 3 of Part A.

Hydro One Labour Relations
 Effective: April 1-2018

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 32 – TRADES – SERVICES (HOURLY RATED)
 – Dollars per Hour

Grade	TRADE	Step 0*	Step 1	Step 2	Step 3	UTS LVL 3 Step 7	SUPV LVL 2 Step 8
04	Office Cleaner**	25.03				27.03	
09	Vehicle Services Attn	34.23					40.05
10	Truck Driver Class 3	31.94	33.41	34.23			
11	Truck Driver Class 2	33.40	34.39	35.42			
12	Truck Driver Class 1	34.25	35.75	37.43			
16	Stockkeeper Helper		32.12	33.66	34.99		
18	Stockhandler		33.39	34.87	35.87	38.74	41.97
19	Forklift Operator		34.14	35.64	36.67		42.90
21	Stockkeeper		38.04	39.12	39.92	43.11	46.71
22	Waste Co-Ordinator		39.37	40.48	41.31	44.61	48.33
30	Material Handler 'B'		33.39	34.87	35.87	38.74	41.97
31	Material Handler 'A'		34.14	35.64	36.67	39.60	42.90

* First increase six months after starting date.

** 27.5 hours per week

All progressions shall be in accordance with Item 3 of Part A.

Hydro One Labour Relations
 Effective: April 1-2018

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 24 – REPRODUCTION & GRAPHIC SERVICES
– Dollars per Hour

Grade	TRADE	Step 0	Step 1	Step 2	Step 3	Step 4	UTS LVL 3 Step 7	SUPV LEVEL 2 Step 8
01	Cameraperson Litho Press Operator I		44.07	45.23	46.39		50.10	
04	Micrographic Worker II Film Quality Inspector Photocompositor I, Press Operator		37.39	39.73			42.91	46.48

Advancement through trade groups is not automatic.

All progressions shall be in accordance with Item 3 of Part A.

RULES OF APPLICATION

- (1) All jobs on Wage Schedule 24 will be advertised within the Reproduction and Graphics Services Department when they become vacant.
- (2) Step 1 does not apply to the classification of Camerapersons.

Hydro One Labour Relations
 Effective: April 1-2019

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 25 – TRADES
– Dollars per Hour

25	19
----	----

Grade (Group)	TRADE	LEARNER		IMPROVER				J'PER Step 6	J'PER AA Step 7	UTS LVL 3 Step 8	UTS LVL 3A Step 9
		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5				
01	Customer Service Representative 'A'; Electrician Fitter Mechanic; Instrument Mechanic; Powerline Maintainer Machinist; Mechanic 'A'; P.M. Electrician 'A'; Welder 'A' Cable Splicer (2), Switching Agent	26.14	28.32	30.50	32.68	34.86	39.21	43.57	45.75	47.06	
02	Building Mechanic Carpenter; Crane Operator (Licensed) 20 tons and over; Forester Mechanic; Mechanic B (1); Meter Mechanic; P.M. Electrician B; Pipefitter; Tinsmith; Rigger; Underground Cable Stakeout Power Equipment Component Refinisher (2)	25.28	27.39	29.50	31.61	34.55	38.18	42.14	44.25	45.51	
03	Asst Mechanic Crane Operator (licensed) 8 tons and under 20 tons Customer Service Representative Mechanic C (1) Meter Repairer; Painter Tool & Equipment Repair Person (3) Regional Site Maintenance Person (3A) Assistant Power Maintenance Electrician I	24.66	27.28	29.90	34.74	40.30	40.71		J'PER AA	UTS LVL 3	UTS LVL 3A
04	Assistant Power Maintenance Electrician Crane Operator (Licensed) under Maintenance worker; Meter Asst Cable Splicer (3) Station Maintenance & Meter Reader/Data Collector	24.71	27.33	29.95	38.49	39.69			J'PER AA	UTS LVL 3	
05	Handyperson (4)		24.72	31.66	34.91			J'PER	UTS LVL 3		
06	Powerline Ground Assistant		31.69	33.48	35.21			36.66	37.70		
07	Powerline Maintainer Special (5)		40.30					36.97	38.03		
08	Labourer (6)		24.72	28.54	31.71	34.25	37.10				
09	Summer Student (7)		18.85	20.40							
10	Meter Reader B		23.98	27.47							
11	Supervising Meter Reader Supervising Meter Reader/Data Collector		44.27								

NOTES:

- (1) Advancement from Mechanic C to B or A is not automatic.
 - (2) For all Trade Group 1 and 2 jobs, progressions are on 6-month intervals until step 4 is reached and are then on an anniversary basis until Journeyperson level is reached.
 - (3) For all Trade Group 3 and 4 jobs, first increase six months after start, second increase twelve months after starting date. All other progressions are on an anniversary basis until Journeyperson level is reached.
 - (3A) Step 5 is used for Regional Site Maintenance employees who are required to hold a valid MOEE Herbicide Land Exterminator Class 01 licence. The base rate for Step 5 will be 41 cents per hour above Step 4, retroactive to January 1, 1999.
 - (4) First increase six months after starting date.
 - (4A) Step 5 is used as a step-up rate for Meter Reader/Data Collector employees required to perform Cable Locates.
 - (5) Not a hiring classification. Restricted for use of retrogressed Powerline Maintainers or former Rural Linepersons who are not fully qualified to perform the duties of their present positions.
 - (6) Progressions are on six (6) month intervals until Step 2 is reached.
 - (7) Step 0 paid for first year of employment, Step 1 paid for second year of employment.
- Note:** In the trades schedule, when an employee not at the maximum rate for his/her group is regraded, he/she will receive the rate of the corresponding year in the higher group and retain the same progression date.

All progressions shall be in accordance with Item 3 of Part A.

Hydro One Labour Relations
Effective: April 1-2019

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 26 – WORKING SUPERVISORS
 – Dollars per Hour

SCHEDULE 26 TRADE GROUP	GRADE	GROUP 1 STEP 1	GROUP 2 STEP 2
01	01	50.98	53.16
02	02	49.30	51.41
03	03	47.15	49.17
03	3A	47.63	49.67
04	04	45.03	46.96
05	05	40.84	42.59

SCHEDULE 27 TRADE GROUP	GRADE	GROUP 1 STEP 1	GROUP 2 STEP 2
01	11	53.81	56.11
02	12	49.32	51.42
03	13	47.15	49.17
04	14	45.01	46.93
05	15	38.40	40.04

SCHEDULE 28 TRADE GROUP	GRADE	GROUP 1 STEP 1	GROUP 2 STEP 2
01	21	55.06	57.41
02	22	51.77	53.99

NOTES:

These grades are applicable to PWU Supervisors who supervise employees paid from Schedules 25, 27 and 28 and for union members who relieve in Trades Supervisory positions.

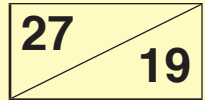
Group 1 is the hourly rate for union Supervisors Level 2. It is also applicable to union members relieving in union Supervisors Level 2 positions or union members relieving in Level 2 Trades Supervisory Positions. Rate is based on PWU Journey person Rate, Regional Maintainer 1 Rate or WSD Civil Maintainer 1 Rate x 1.17.

Group 2 is the hourly rate for union Supervisors Level 1. It is also applicable to union members relieving in union Supervisors Level 1 positions or union members relieving in Level 1 Trades Supervisory Positions. Rate is based on PWU Journey person Rate, Regional Maintainer 1 Rate or WSD Civil Maintainer 1 Rate x 1.22.

Trade Group 3, Grade 3A applicable to Schedule 25 (Group 03, Step 5).

Hydro One Labour Relations
Effective: April 1-2019

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 27 – MOTIVE POWER TRADES
– Dollars per Hour



Grade (Group)	TRADE	LEARNER			IMPROVER			J'PER	J'PER AA	UTS LVL 3	
		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
01	Regional Field Mechanic; Transport & Work Equipment Mechanic (1)	27.59	29.89	32.19	34.49	36.79	39.09	41.39	43.69	45.99	49.67
07	Autobody Fabricator Hydraulics & Automotive Machinist	26.14	28.32	30.50	32.68	34.86	37.03	39.21	42.15	43.57	47.06
02	Regional Shop Mechanic Transport Mechanic Work Equipment Mechanic Auto Body Repairer (1)	25.29	27.40	29.51	31.61	34.56	37.09	39.62	42.15		45.52
03	Automotive Painter (2)	LEARNER		IMPROVER		J'PER					43.52
		24.66	27.28	29.90	34.74	40.30					
06	Fuel and Electrical Systems Mechanic (3)	24.66	27.28	29.90	34.74	40.30					43.52
04	Accessories Installer	LEARNER		IMPROVER	J'PER						41.55
		24.81	27.39	29.97	38.47						
05	Service Station Attendant	LERN'R	IMP'R	J'PER							35.45
		24.52	27.01	32.82							

All progressions shall be in accordance with Item 3 of Part A.

NOTES:

- (1) For all Trade Group 1 and 2 jobs, progressions are on 6-month intervals until Step 4 is reached and are then on an anniversary basis until Journeyperson level is reached.
- (2) For Trade Group 3 jobs, progressions are on 6-month intervals until Journeyperson level is reached.
- (3) For Trade Group 6 jobs, progressions are on 6-month intervals until Step 2 is reached and are then on an anniversary basis until Journeyperson level is reached.

Hydro One Labour Relations
Effective: April 1-2019

**HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 28 – REGIONAL MAINTAINERS
– Dollars per Hour**

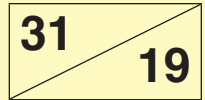
Grade (Group)	TRADE	LEARNER			IMPROVER			REGIONAL MAINTAINER 2		REG MAIN 1	UTS LVL 3
		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
01	Regional Maintainer – Lines Regional Maintainer – Electrical Regional Maintainer – Mechanical Regional Maintainer – Cable Customer Service Representative – I Regional Maintainer – Power Equipment Electrician	26.14	28.32	30.50	32.68	34.86	39.21	43.57	45.31	47.06	50.82
02	Regional Maintainer – Civil Regional Maintainer – Forestry	25.28	27.39	29.50	31.61	34.55	38.18	42.14	44.25		47.79

NOTES:

Progressions are on 6-month intervals until step 4 is reached and are then on an anniversary basis until the Maintainer 1 level is reached.

All progressions shall be in accordance with Item 3 of Part A.

Hydro One Labour Relations
Effective: April 1-2019



**HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 31
TRADES – SERVICES (WEEKLY RATED)
WEEKLY DOLLARS**

GRADE	TITLE	STEP 0	STEP 1	STEP 2	STEP 3	UTS LVL 3 STEP 4	SUPV LEVEL 2 STEP 5
16	Janitor 'A'		1,199.78	1,311.23		1,416.13	1,534.14

This schedule is applicable to a 40-hour work week.

All progressions shall be in accordance with Item 3 of Part A.

Hydro One Labour Relations
Effective: April 1-2019

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 32 – TRADES – SERVICES (HOURLY RATED)
 – Dollars per Hour

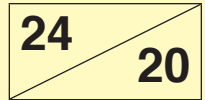
Grade	TRADE	Step 0*	Step 1	Step 2	Step 3	UTS LVL 3 Step 7	SUPV LVL 2 Step 8
04	Office Cleaner**	25.53				27.57	
09	Vehicle Services Attn	34.91					40.84
10	Truck Driver Class 3	32.57	34.07	34.91			
11	Truck Driver Class 2	34.07	35.08	36.13			
12	Truck Driver Class 1	34.93	36.46	38.18			
16	Stockkeeper Helper		32.76	34.33	35.69		
18	Stockhandler		34.07	35.57	36.59	39.52	42.81
19	Forklift Operator		34.82	36.35	37.40		43.76
21	Stockkeeper		38.81	39.91	40.72	43.98	47.64
22	Waste Co-Ordinator		40.16	41.30	42.14	45.51	49.30
30	Material Handler 'B'		34.07	35.57	36.59	39.52	42.81
31	Material Handler 'A'		34.82	36.35	37.40	40.39	43.76

* First increase six months after starting date.

** 27.5 hours per week

All progressions shall be in accordance with Item 3 of Part A.

Hydro One Labour Relations
 Effective: April 1-2019



**HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 24 – REPRODUCTION & GRAPHIC SERVICES
– Dollars per Hour**

Grade	TRADE	Step 0	Step 1	Step 2	Step 3	Step 4	UTS	SUPV
							LVL 3 Step 7	LEVEL 2 Step 8
01	Cameraperson Litho Press Operator I		44.34	45.50	46.67		50.40	
04	Micrographic Worker II Film Quality Inspector Photocompositor I, Press Operator			37.61	39.97		43.17	46.76

Advancement through trade groups is not automatic.

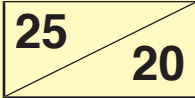
All progressions shall be in accordance with Item 3 of Part A.

RULES OF APPLICATION

- (1) All jobs on Wage Schedule 24 will be advertised within the Reproduction and Graphics Services Department when they become vacant.
- (2) Step 1 does not apply to the classification of Camerapersons.

Hydro One Labour Relations
Effective: January 1-2020

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 25 – TRADES
– Dollars per Hour



Grade (Group)	TRADE	LEARNER		IMPROVER			J'PER	UTS	UTS		
		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	AA	LVL 3	LVL 3A
01	Customer Service Representative 'A'; Electrician Fitter Mechanic; Instrument Mechanic; Powerline Maintainer Machinist; Mechanic 'A'; P.M. Electrician 'A'; Welder 'A' Cable Splicer (2), Switching Agent	26.30	28.49	30.68	32.87	35.06	39.45	43.83	46.02	47.34	
02	Building Mechanic Carpenter; Crane Operator (Licensed) 20 tons and over; Forester Mechanic; Mechanic B (1); Meter Mechanic; P.M. Electrician B; Pipefitter; Tinsmith; Rigger; Underground Cable Stakeout Power Equipment Component Refinisher (2)	25.43	27.55	29.67	31.79	34.76	38.41	42.39	44.51	45.78	
03	Asst Mechanic Crane Operator (licensed) 8 tons and under 20 tons Customer Service Representative Mechanic C (1) Meter Repairer; Painter Tool & Equipment Repair Person (3) Regional Site Maintenance Person (3A) Assistant Power Maintenance Electrician	LEARNER		IMPROVER		J'PER	(3A)	J'PER	UTS	UTS	
		24.81	27.45	30.08	34.95	40.54	40.95	42.57	43.78	44.23	
04	Assistant Power Maintenance Electrician Crane Operator (Licensed) under Maintenance worker; Meter Asst Cable Splicer (3) Station Maintenance & Meter Reader/Data Collector	LEARNER		IMPROVER	J'PER	(4A)	J'PER	UTS	UTS		
		24.86	27.49	30.12	38.72	39.93	40.66	41.82			
05	Handyperson (4)		Step 1	Step 2	Step 3		J'PER	UTS			
			24.86	31.85	35.12		36.88	LVL 3			
06	Powerline Ground Assistant		31.88	33.68	35.42		37.19	38.25			
07	Powerline Maintainer Special (5)		40.54								
08	Labourer (6)	Step 0	Step 1	Step 2	UTS	SUPV					
		24.86	28.71	31.90	LVL 3	LEVEL 2					
09	Summer Student (7)	18.96	20.52								
10	Meter Reader B		24.12	27.63							
11	Supervising Meter Reader Supervising Meter Reader/Data Collector		44.54								

- NOTES:**
- (1) Advancement from Mechanic C to B or A is not automatic.
 - (2) For all Trade Group 1 and 2 jobs, progressions are on 6-month intervals until step 4 is reached and are then on an anniversary basis until Journeyperson level is reached.
 - (3) For all Trade Group 3 and 4 jobs, first increase six months after start, second increase twelve months after starting date. All other progressions are on an anniversary basis until Journeyperson level is reached.
 - (3A) Step 5 is used for Regional Site Maintenance employees who are required to hold a valid MOEE Herbicide Land Exterminator Class 01 licence. The base rate for Step 5 will be 41 cents per hour above Step 4, retroactive to January 1, 1999.
 - (4) First increase six months after starting date.
 - (4A) Step 5 is used as a step-up rate for Meter Reader/Data Collector employees required to perform Cable Locates.
 - (5) Not a hiring classification. Restricted for use of retrogressed Powerline Maintainers or former Rural Linemen who are not fully qualified to perform the duties of their present positions.
 - (6) Progressions are on six (6) month intervals until Step 2 is reached.
 - (7) Step 0 paid for first year of employment, Step 1 paid for second year of employment.
- Note:** In the trades schedule, when an employee not at the maximum rate for his/her group is regressed, he/she will receive the rate of the corresponding year in the higher group and retain the same progression date.

All progressions shall be in accordance with Item 3 of Part A.

Hydro One Labour Relations
 Effective: January 1-2020

**HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 26 – WORKING SUPERVISORS
– Dollars per Hour**

SCHEDULE 26 TRADE GROUP	GRADE	GROUP 1 STEP 1	GROUP 2 STEP 2
01	01	51.28	53.47
02	02	49.60	51.72
03	03	47.43	49.46
03	3A	47.91	49.96
04	04	45.30	47.24
05	05	41.09	42.85

SCHEDULE 27 TRADE GROUP	GRADE	GROUP 1 STEP 1	GROUP 2 STEP 2
01	11	54.14	56.45
02	12	49.61	51.73
03	13	47.43	49.46
04	14	45.28	47.21
05	15	38.63	40.28

SCHEDULE 28 TRADE GROUP	GRADE	GROUP 1 STEP 1	GROUP 2 STEP 2
01	21	55.39	57.75
02	22	52.08	54.30

NOTES:

These grades are applicable to PWU Supervisors who supervise employees paid from Schedules 25, 27 and 28 and for union members who relieve in Trades Supervisory positions.

Group 1 is the hourly rate for union Supervisors Level 2. It is also applicable to union members relieving in union Supervisors Level 2 positions or union members relieving in Level 2 Trades Supervisory Positions. Rate is based on PWU Journeyman Rate, Regional Maintainer 1 Rate or WSD Civil Maintainer 1 Rate x 1.17.

Group 2 is the hourly rate for union Supervisors Level 1. It is also applicable to union members relieving in union Supervisors Level 1 positions or union members relieving in Level 1 Trades Supervisory Positions. Rate is based on PWU Journeyman Rate, Regional Maintainer 1 Rate or WSD Civil Maintainer 1 Rate x 1.22.

Trade Group 3, Grade 3A applicable to Schedule 25 (Group 03, Step 5).

Hydro One Labour Relations
Effective: January 1-2020

**HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 28 – REGIONAL MAINTAINERS
– Dollars per Hour**

Grade (Group)	TRADE	LEARNER			IMPROVER			REGIONAL MAINTAINER 2		REG MAIN 1	UTS LVL 3
		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
01	Regional Maintainer – Lines Regional Maintainer – Electrical Regional Maintainer – Mechanical Regional Maintainer – Cable Customer Service Representative – I Regional Maintainer – Power Equipment Electrician	26.30	28.49	30.68	32.87	35.06	39.45	43.83	45.58	47.34	51.13
02	Regional Maintainer – Civil Regional Maintainer – Forestry	25.43	27.55	29.67	31.79	34.76	38.41	42.39	44.51		48.07

NOTES:

Progressions are on 6-month intervals until step 4 is reached and are then on an anniversary basis until the Maintainer 1 level is reached.

All progressions shall be in accordance with Item 3 of Part A.

Hydro One Labour Relations
Effective: January 1-2020

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 31
TRADES – SERVICES (WEEKLY RATED)
WEEKLY DOLLARS

GRADE	TITLE	STEP 0	STEP 1	STEP 2	STEP 3	UTS LVL 3 STEP 4	SUPV LEVEL 2 STEP 5
16	Janitor 'A'		1,206.98	1,319.10		1,424.63	1,543.35

This schedule is applicable to a 40-hour work week.

All progressions shall be in accordance with Item 3 of Part A.

Hydro One Labour Relations
 Effective: January 1-2020

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 32 – TRADES – SERVICES (HOURLY RATED)
 – Dollars per Hour

Grade	TRADE	Step 0*	Step 1	Step 2	Step 3	UTS LVL 3 Step 7	SUPV LVL 2 Step 8
04	Office Cleaner**	25.68				27.73	
09	Vehicle Services Attn	35.12					41.09
10	Truck Driver Class 3	32.77	34.28	35.12			
11	Truck Driver Class 2	34.28	35.30	36.35			
12	Truck Driver Class 1	35.15	36.68	38.41			
16	Stockkeeper Helper		32.96	34.54	35.90		
18	Stockhandler		34.27	35.78	36.81	39.75	43.07
19	Forklift Operator		35.02	36.57	37.62		44.02
21	Stockkeeper		39.03	40.14	40.96	44.24	47.92
22	Waste Co-Ordinator		40.40	41.54	42.39	45.78	49.60
30	Material Handler 'B'		34.27	35.78	36.81	39.75	43.07
31	Material Handler 'A'		35.02	36.57	37.62	40.63	44.02

* First increase six months after starting date.

** 27.5 hours per week

All progressions shall be in accordance with Item 3 of Part A.

Hydro One Labour Relations
 Effective: January 1-2020

NOTES

PART C
CONTROLLERS/DISPATCHERS/TRAINEEES

C-1

TABLE OF CONTENTS
PART C

	Page Number
1.0 WAGE RATES	C-4
2.0 CONTROLLERS/DISPATCHERS' ORGANIZATIONAL STRUCTURE	C-4
2.1 Application	C-4
2.2 Application of Controllers/Dispatchers Organizational Structure	C-4
3.0 SUPERVISORY DUTIES	C-4
4.0 ON CALL CONTROLLERS/DISPATCHERS	C-5
5.0 MEAL PROVISIONS	C-5
5.1 Provision of Meals.....	C-5
5.2 Meal Periods.....	C-5
6.0 RELIEF WORK & ACTING IN VACANCIES	C-6
6.1 Selection to/Acting in Vacancies	C-6
6.2 Relief Work.....	C-6
7.0 SHIFT WORK	C-6
7.1 Regular Controllers/Dispatchers.....	C-7
7.1.1 Master Work Schedule.....	C-7
7.1.2 Time Balance.....	C-7
7.1.3 Revisions to Master Work Schedule	C-7
7.1.4 Penalties	C-8
7.2 Controller/Dispatcher Trainees and Surplus Controllers/Dispatchers.....	C-8
7.2.1 Work Schedule (Supernumerary).....	C-8
7.2.2 Revisions to Work Schedule	C-9
7.2.3 Transfers between Work Schedule and Master Work Schedule.....	C-9
7.2.4 Penalties	C-9
7.3 Controller/Dispatcher Trainees.....	C-10
7.3.1 Work Schedule (Supernumerary).....	C-10
7.3.2 Revisions to Work Schedule	C-10
7.3.3 Transfers between Work Schedule and Master Work Schedule.....	C-10
7.3.4 Penalties	C-10

TABLE OF CONTENTS – PART C

(continued)

	Page Number
7.4	Miscellaneous Scheduling ProvisionsC-10
7.4.1	AdministrationC-10
7.4.2	Changing Positions on a ShiftC-11
7.4.3	DefinitionC-11
7.4.4	TrainingC-11
7.4.5	Floating Statutory HolidayC-11
7.5	Twelve-Hour Shifts – Controllers/DispatchersC-12
7.5.1	ImplementationC-12
7.5.2	Scheduling ProvisionsC-12
7.5.3	Election CoverageC-13
7.5.4	Administration of EntitlementsC-14
7.6	Forty-Hour Per Week Controller/Dispatchers/TraineesC-15
7.6.1	Non-shift Day Controller/DispatchersC-15
7.7	Differential for Shift WorkC-15
8.0	OVERTIME PROVISIONSC-16
8.1	Overtime DefinitionsC-16
8.2	Minimum PaymentsC-16
8.2.1	Emergency OvertimeC-16
8.2.2	Prearranged OvertimeC-17
8.3	Premium PaymentsC-17
8.3.1	Payment for OvertimeC-17
8.3.2	Scheduled WorkC-17
8.3.3	Cancelled Vacation DaysC-18
8.4	Special Provisions Concerning OvertimeC-18
8.5	Overtime – Regular Part-Time and Temporary Part-Time EmployeesC-19
8.6	Equivalent Time Off Without PayC-19

PART C
CONTROLLERS/DISPATCHERS AND TRAINEES
Specific Matters of Agreement

1.0 WAGE RATES

Controllers/dispatchers and trainees will be paid on the basis of an hourly rate. Basic wage, shift bonus, and all premium time entitlement shall be at an hourly rate with balanced weekly payments of the basic wage.

Wage rates shall be in accordance with wage schedule 30 which is part of this Agreement.

2.0 CONTROLLERS/DISPATCHERS ORGANIZATIONAL STRUCTURE

2.1 Application

Refer to arbitration award HO-P-8, HO-P-10, HO-O-20 and HO-O-21, dated May 30, 2002, for a description of the controller/dispatcher organization structure.

2.2 Application of Controller/Dispatcher Organizational Structure

Where it is mutually recognized that a problem or problems exist regarding the application of the controller/dispatcher organizational structure, a meeting of the Union and the Company will be called to resolve these specific problems. However, individual problems regarding the interpretation and application of the method will be initially dealt with in the field between the employee and his/her supervisor.

3.0 SUPERVISORY DUTIES

Under normal circumstances controller/dispatcher/trainee's non-union supervisor's duties are of a supervisory nature. His/her principal responsibility is to guide and direct his/her staff in the safe and proper performance of their work. It is necessary for him/her to gauge the degree of supervision required by the employees under his/her direction. Normally, a non-union supervisor must not take the place of a controller/dispatcher.

In the event that an emergent condition arises, a controller/dispatcher must be called in. However, when such a controller/dispatcher is not immediately available, the non-union supervisor may perform whatever duties are necessary until the controller/dispatcher can report for duty.

4.0 ON CALL CONTROLLERS/DISPATCHERS/TRAINEEES

On call is the term used to cover on-call service performed by controllers/dispatchers/trainees. While on call they are allowed up to a maximum of one (1) hour between the time they are called and the time when they report to work.

The rate of pay for on-call duty will be one-half hour at the employee's basic hourly rate per day, except for Saturdays, Sundays and statutory holidays when the rate will be one (1) hour at the employee's basic hourly rate per day. An employee required to report to work for on-call duty shall be paid for his/her working time in accordance with the standard regulations governing overtime, including the regulation governing work performed on a short call basis.

On-call duty by controllers/dispatchers/trainees will be on a purely voluntary, individual basis.

5.0 MEAL PROVISIONS

5.1 Provision of Meals

In recognition of the importance of regular meals to an individual's health and effectiveness on the job, the Company will supply meals as outlined below and when required, will assign an employee to secure the meals.

- (a) Employees provide their own meals on regular days of work.
- (b) When an employee works overtime on a regular day off, he/she will be expected to provide one meal if 23 hours notice has been given.
- (c) When an employee works extension overtime before or after normal scheduled hours, all required meals will be provided by the Company. The first meal (or meal allowance) will be provided when two (2) hours of overtime are worked. Subsequent meals or meal allowances will be provided every four (4) hours of overtime worked thereafter.
- (d) When meals cannot be reasonably obtained¹, an allowance of \$15.00 per meal will be paid.

5.2 Meal Periods

- (a) Employees on day work shall take a meal period designated by the Company and shall not be paid for this time (unless otherwise provided for in the Collective Agreement).
- (b) Employees on shift work shall eat their meals during the shift hours as conditions permit.

¹ 'Reasonably obtained' is to be defined locally by Union and Management.

- (c) When an employee works extension overtime, no time shall be deducted for eating such meals where the employee eats the meal on the job and in a minimum of time.

6.0 RELIEF WORK & ACTING IN VACANCIES

6.1 Selection to/Acting in Vacancies

Selection to positions in the controller/dispatcher/trainee wage schedule to be made within 90 days after the vacancy is created providing there is a suitable applicant.

6.2 Relief Work

1. When a controller/dispatcher is used to supply relief in a non-union supervisory position he/she shall receive five percent (5%) above their base rate. When a controller/dispatcher is used to supply relief in a higher rated non-union non-supervisory position he/she shall receive three percent (3%) above their base rate.
2. *When a controller is used to supply relief in a C5 position (for clarity only C2 to C4 may be eligible to perform C5 relief), he/she shall be paid C5 rate or five percent (5%) above the highest rate supervised whichever is greater.*
3. The entitlement of controllers/dispatchers for payment of vacation days at a relief rate as outlined in 1. above will be determined by the amount of relief provided during the period from January 1st to December 31st each year. If relief has been provided for 50 percent (50%) or more of this time in a higher position, all vacation days **and all sick leave credits** taken during this same period will be paid at the higher rate. Time worked after a permanent promotion to a higher position will not be counted towards the 50 percent (50%) credit.
4. When a controller/dispatcher **is providing relief** and he/she acquires a lieu day (statutory holiday), the lieu day shall be paid at the higher rate.
5. When relieving during his/her normally scheduled hours of work, a controller/dispatcher shall be paid a minimum of four hours' pay at the appropriate relief rate, or the actual hours worked, whichever is greater.

7.0 SHIFT WORK

The content, preparation, posting and administration of shift schedules is the sole responsibility of the Company.

The posting of master shift schedules will be done in a manner that considers the needs of both the employee and the Company.

7.1 Regular Controllers/Dispatchers

7.1.1 Master Work Schedule

A six-month (commencing in January and July) master work schedule, averaging 40 hours per week, posted one month in advance, will be prepared and posted indicating the days, hours of work (shift) for each controller/dispatcher. The master work schedule will provide a minimum of 16 hours off between eight hour shifts.

7.1.2 Time Balance

1. The master work schedule shall have the time balance adjusted for each controller/dispatcher to zero on June 30 and December 31. Statutory holidays occurring and vacation allowances taken during the respective periods shall be included when computing time balances.
2. Plus time balances on the above dates shall be paid for at premium rates of pay.
3. Minus time balances which occur as a result of implementing the provisions of 7.1.2(1), 7.4.4 and 7.4.5 shall be worked off in the master work schedule in which they occur or the two-month period immediately following the establishment of the minus time, whichever is the greater.

7.1.3 Revisions to Master Work Schedule

Revisions to master work schedules should be done in a manner that mutually meets the needs of both the employee and the Company.

It is the Company's intent to minimize the impact of revisions to master work schedules on the affected employees consistent with good business practices.

This shall be accomplished by open discussion with all potentially affected employees to ensure:

- the impact of disruption to the employee's previously scheduled time off is considered
- that employees understand the impact of the changes on the cost to the Company.

Master work schedules may be subject to revisions as follows:

1. Individual controllers/dispatchers may be changed within the master work schedule for strengthening of shifts providing a minimum of seven days' notice is given. The intention is that such changes shall normally be of a permanent nature.

In the case of illness, which would result in a staff shortage, four (4) days' advance notice will be given when placing an employee on shift.

2. Supernumerary hours of work may be changed within a calendar day to strengthen a shift providing a minimum notice of 16 non-working hours is given before the start of the first affected shift. If sufficient notice cannot be provided, this change will not be made.
3. With a minimum of four days' notice, supernumerary days of work may be interchanged with scheduled days off, for meetings (excluding meetings involving Union), interviews, short leaves of absence, familiarization trips, training programs and for additional help during heavy workload periods. If more than four weeks separates a scheduled supernumerary day from a scheduled day off or four days' notice cannot be given then these may not be interchanged.
4. Once per schedule per controller/dispatcher and with a minimum of four days' notice an individual controller/dispatcher may be temporarily transferred from his/her master work schedule to the master work schedule of a controller/dispatcher who will be absent for at least ten working days. Seven days' notice will apply for subsequent temporary transfers. Such transfers shall be for the purpose of staff shortages due to transfers, leaves of absence or the absence of a controller/dispatcher involved in training as outlined in 7.4.5. A controller/dispatcher so transferred shall be required to assume the schedule of the absent controller/dispatcher and two days' notice shall be given when returning to his/her normal master work schedule.

A maximum of two additional regular controllers/dispatchers may be temporarily transferred to fill in behind the relieving controller/dispatcher and their moves shall be governed by the foregoing of this item.

5. An individual controller/dispatcher's schedule on a master shift schedule may be changed without penalty, as a result of his/her request for an extension of his/her vacation as outlined in Part A Section 6.7(1)(d).

7.1.4 Penalties

1. Failure to comply with one month's advance posting, as indicated in 7.1.1 shall require the payment of premium rates for work performed under the new schedule for which one month's advance posting has not been provided.
2. Failure to give the required notice, as indicated in 7.1.2(1) shall require the payment of premium rates until the notice period has elapsed.

7.2 Controller/Dispatcher Trainees and Surplus Controller/Dispatchers

7.2.1 Work Schedule (Supernumerary)

When supernumerary, surplus controllers/dispatchers and trainees shall be given a four-week schedule, averaging 40 hours per week, posted one week in advance, showing days and hours of work.

7.2.2 Revisions to Work Schedule

Supernumerary schedules themselves may be subject to revisions for purposes of necessary training, as follows:

1. Once per schedule per controller/dispatcher/trainee, scheduled supernumerary days of work may be interchanged with scheduled days off providing a minimum of one days' notice is given. For subsequent occurrences (i.e., within that 4-week schedule) a minimum of four days' notice will be given. If more than four weeks separate a scheduled supernumerary day from a scheduled day off, then these may not be interchanged. The one day's notice provision applies only to trainees who have less than five years' service in the electrical operating discipline.
2. Supernumerary hours of work may be changed within a calendar day providing a minimum notice of 16 non-working hours is given before the start of the first affected shift.

7.2.3 Transfers between Work Schedule and Master Work Schedule

1. When transferring from a supernumerary schedule to the schedule of a regular controller/dispatcher position and also when returning to their supernumerary schedule they shall be given one day's notice providing the transfer involves a change in the hours of work.
2. Plus time that has accumulated as a result of having worked in master work schedules shall be scheduled as time off during the four-week period following the controllers/dispatchers' return to their supernumerary schedules. Failure to schedule this time off as outlined above, or a cancellation of such scheduled time off, shall require the payment of all remaining plus time at the appropriate premium rate.
3. When occupying a regular controller/dispatcher position they shall be subject to the provisions governing regular controllers/dispatchers as detailed in 7.0.

7.2.4 Penalties

1. Failure to comply with the one week's advance posting, as indicated in 7.2.1 shall require the payment of premium rates for work performed under the new schedule for which one week's advance posting has not been provided.
2. Failure to give the required notice, as indicated in 7.2.2(1), 7.2.2(2) and 7.2.3 shall require the payment of premium rates until the notice period has lapsed.

7.3 Controller/Dispatcher Trainees

7.3.1 Work Schedule (Supernumerary)

When supernumerary, trainees shall be given an eight-week schedule, averaging 40 hours per week, posted two weeks in advance, showing days and hours of work.

7.3.2 Revisions to Work Schedule

While adherence to the supernumerary schedule is desirable, flexible utilization of trainees' working time will, on occasion, necessitate change in days of work on 24 hours' notice and hours of work on 16 hours' notice.

7.3.3 Transfers between Work Schedule and Master Work Schedule

1. When transferring from a supernumerary schedule to the schedule of a regular controller/dispatcher position and also when returning to their supernumerary schedule they shall be given one day's notice providing the transfer involves a change in the hours of work.
2. Plus time that has accumulated as a result of having worked in master work schedules shall be scheduled as time off during the four-week period following the trainees' return to their supernumerary schedules. Failure to schedule this time off as outlined above, or cancellation of such scheduled time off, shall require the payment of all remaining plus time at the appropriate premium rate.
3. When occupying a regular controller/dispatcher position they shall be subject to the provisions governing regular controller/dispatcher as detailed in 7.0.

7.3.4 Penalties

Failure to comply with the two weeks' advance posting, as indicated in 7.3.1 shall require the payment of premium rates for work performed under the new schedule for which one week's advance posting has not been provided.

Failure to give the required notice, as indicated in 7.3.2 and 7.3.3 shall require the payment of premium rates until the notice period has elapsed.

7.4 Miscellaneous Scheduling Provisions

7.4.1 Administration

Although the content, preparation, posting and administration of shift schedules is the sole responsibility of the Company, the preference of the majority of controllers/dispatchers for a particular basic type of schedule will be adopted. Such preferences will be made known to the Company prior to commencement of preparation of new schedule.

However, if in the Company's opinion, the efficiency of the station or the health of a controller/dispatcher could be detrimentally affected by the chosen schedule, then

the Company will provide the Union (chief steward) with reasons or medical opinions why the desired schedule cannot be implemented.

The preference of individual controller/dispatchers regarding vacation periods will be considered, providing such preferences are made known prior to commencement of preparation of new schedules.

Controller/dispatcher positions identified on the Master Work Schedule will normally be filled.

7.4.2 Changing Positions on a Shift

Changing of positions on a given shift shall not involve premium rates of pay.

7.4.3 Definition

Notice as referred to in this item shall be defined as per the following example: One day's notice shall mean 24 hours prior to the start of the first affected shift. Also, the notice period shall be deemed to commence coincident with the posting of the revised schedule.

7.4.4 Training

Regular and supernumerary controller/dispatchers (surplus, and trainees) may be temporarily transferred from their work schedules for purposes of job related formal training and development at locations where planned controller/dispatcher training is provided.

The controller/dispatcher being trained will be surplus to the regular staff complement but he/she may be assigned certain definite responsibilities as his/her training progresses.

The controller/dispatcher being trained will be assigned specific hours of work for the duration of the training period; these will be assigned at or before the time he begins training.

There will be no loss of basic earnings (40 hours time hourly rate) due to participation in any training program.

Seven days' notice shall be given to all participating controller/dispatchers except in the event of a late cancellation in which case an alternate controller/dispatcher may be selected and he/she may waive the notice period.

7.4.5 Floating Statutory Holiday

A floating holiday may be interchanged with a supernumerary day or with a day where step-up relief can be provided. Floating holidays may be taken in the 12 month period from January 1 to December 31.

7.5 Twelve-Hour Shifts – Controllers/Dispatchers

This item is applicable to all basic shift-working controller/dispatchers. Developmental staff may be permitted to work twelve-hour supernumerary shifts (excluding Items 7.5.1 and 7.5.2.1).

7.5.1 Implementation

To implement twelve-hour shifts or discontinue twelve-hour shifts at any location, 51% of all affected basic staff, must vote in favour by secret ballot. The vote will be administered by the controller/dispatcher Steward.

The implementation vote will be conducted sufficiently in advance to permit the posting of the Master Schedule. The amount of advanced notice will be determined by the local supervisor.

Those controller/dispatchers who do not normally provide continuous shift coverage will not be permitted to vote. Item 7.5.2.2 must be adhered to.

7.5.2 Scheduling Provisions

7.5.2.1 A posted time-balanced twelve-hour shift schedule with equitable rotation per Part C, Item 7.7, must be complemented by a manpower availability requirement (MAR) list to cover unexpected absences or unavailability of staff, so that no individual will normally be required to work continuously more than fourteen (14) hours.

The MAR list is optional based on a decision made by the employees covered by the schedule. If availability to provide shift coverage becomes a problem, following discussions between the Chief Steward and local management, the following provisions for the MAR list and Item 7.5.2.2 will apply.

- i) The MAR list must identify at least one individual from the normal station complement authorized to work twelve-hour shifts, who is on a regular day off and capable of relieving on short notice any shift operating position vacated unexpectedly. Developmental staff may not be used for the express purpose of satisfying MAR list requirements.
- ii) The individual(s) identified on the MAR list must be available during the period two hours prior to and one hour after normal shift change times. This is not deemed to be time worked for any pay purposes.

7.5.2.2 Any new appointee must accept the posted twelve-hour shift schedule and MAR list as a condition of appointment; such appointees will vote for subsequent shift schedules and must accept the results.

Any controller/dispatcher/trainee used in replacing a basic position must accept the posted twelve-hour shift schedule and the MAR list obligations of the position involved.

7.5.2.3 Rescheduling and utilization of supernumerary time (all or a portion thereof) under circumstances and conditions in accordance with the Collective Agreement to cover part of a twelve-hour shift will not result in premium time payment.

7.5.2.4 No more than four (4) twelve-hour shifts may normally be scheduled in sequence and must be followed by a minimum of forty-eight (48) hours off. For cycles greater than thirty (30) days, one short change of twenty-four (24) hours off will be permitted per cycle.

7.5.2.5 When a regular shift commences before midnight and continues after midnight, e.g. 20:00 to 08:00, all hours during the continuous shift shall, for pay and time balance purposes, be recorded and treated as if they occurred during the calendar day in which the shift ends.

7.5.2.6 Shift changes between twelve-hour shifts will provide a minimum of twelve (12) hours off for the individual involved; shift changes from twelve-hour shifts to eight-hour shifts will provide a minimum of twelve (12) hours off; similarly, changes from eight (8) to twelve (12) hour shifts will provide a minimum of sixteen (16) hours off.

7.5.2.7 All vacation days, floating and statutory holidays, hours of work, and supernumerary days included on the Posted Master Schedule must be identified as being twelve (12), eight (8) or (4) hour shifts (vacation and supernumerary days).

7.5.3 Election Coverage

With particular regard to elections, it may be necessary to reschedule working hours of some or all individuals, without penalty.

To avoid the use of eight (8) hour shifts, the following strategy for all Federal, Provincial and Municipal Elections will apply.

7.5.3.1 All employees scheduled to work the twelve-hour shift on the day of the election will be encouraged to vote at the Advance Polls.

7.5.3.2 For those employees scheduled to work the twelve-hour day shift on the day of the election who found it impossible to vote at the Advance Polls, provisions will be made by their supervisor to release them for the time required to vote and then return to work. Transportation and expenses to and from the polling station are the employee's responsibility. Employees requiring time off to vote will endeavor to notify their supervisor 7 days before the election day so adequate coverage can be arranged.

If not notified, the supervisor will make the appropriate changes to shift coverage notifying staff at least 4 days in advance of the election day.

In the event that an employee does not use the advance poll, but requires time off, it may be necessary to revert to eight-hour shifts for the election.

7.5.4 Administration of Entitlements

7.5.4.1 Entitlement for vacation, statutory holidays, floating holidays, special time off, and sick leave, as noted in Part A General Items, shall be credited in hours, with each day of entitlement constituting eight (8) hours.

7.5.4.2 Only when an employee is scheduled to work a twelve-hour shift, will a “day” with reference to items 7.5.4.2.1, 7.5.4.2.2, and 7.5.4.2.3 constitute twelve (12) hours deducted from credits; a “day” with reference to 7.5.4.2.4, 7.5.4.2.5, 7.5.4.2.6, 7.5.4.2.7, and 7.5.4.2.8 will constitute twelve (12) hours.

Items 7.4.2.9, 7.4.2.10 and 7.4.2.11 will be credited for pay purposes on any actual hour-for-hour basis.

- 7.5.4.2.1 Vacation
- 7.5.4.2.2 Floating and Statutory Holidays
- 7.5.4.2.3 Sick Leave
- 7.5.4.2.4 Paid Leave of Absence
- 7.5.4.2.5 Legal Hearings
- 7.5.4.2.6 Funerals
- 7.5.4.2.7 Moving Days
- 7.5.4.2.8 Pregnancy/Adoption/Parental Leave
- 7.5.4.2.9 Travelling Time Outside Scheduled Hours
- 7.5.4.2.10 Payment for Temporary Supervision
- 7.5.4.2.11 Time Charges and Expenses-Union Representation

A vacation day, floating or statutory holiday, scheduled on a posted Master Schedule will constitute eight (8) hours deducted from credits.

A scheduled supernumerary day on a posted Master Schedule will constitute eight (8) hours. One four (4) or twelve (12) hour supernumerary shift per six month schedule may be utilized for balancing purposes. Where mutually agreeable, more than one (1) four and/or twelve-hour supernumerary shift may be used.

Training days will be identified on a posted Master Schedule. When it is necessary to remove an individual from his/her normal shift rotation to establish training days, these identified days will not be moved by revisions to the master work schedule, except as noted below. Scheduling of these training days will be mutually agreed upon.

When scheduled training is cancelled, these identified days may be moved by revisions to the master work schedule for strengthening shifts, providing a minimum of seven (7) days’ notice is given.

If the training is deferred, every effort will be made to accommodate the individual originally scheduled.

7.5.5 Shift differential will be paid for the night shift only. The shift differential will be the sum of the differentials in Part C, Item 7.7 multiplied by 8/12.

7.5.6 Overtime will be paid as per Part C, Item 8.3.2.1. Unscheduled overtime is paid as per the actual hours worked, not per shift basis.

7.5.7 Termination of Twelve-Hour Shifts

7.5.7.1 Initial and subsequent twelve-hour shifts may be terminated by the Company without notice or penalty if considered to have adverse impact upon public or staff safety.

7.5.7.2 Twelve-hour shifts may be cancelled for any reasons by either the Company or the Union upon two (2) months' written notice to the other prior to the beginning of the subsequent schedule.

7.6 Forty-Hour Per Week Controllers/Dispatchers/Trainees

7.6.1 Non-shift Day Controllers/Dispatchers

The normal work week for these positions shall be 40 hours per week, consisting of five days of eight hours each, Monday to Friday, inclusive, statutory holidays excepted. The specific hours of work shall be 0800 to 1200 hours and 1300 to 1700 hours, except where such controllers/dispatchers are part of a shift complement, in which case their hours of work shall be 0800 to 1600 hours.

Controllers/Dispatchers filling such positions shall not be required to accept service duty or on-call duty.

7.7 Differential for Shift Work

Shift differentials shall apply to employees required to work on a three-shift schedule or a two-shift schedule. The first part of a three-shift or a two-shift schedule shall begin at normal starting time.

Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 0700 and 1800.

1. A shift differential of 95 cents per hour shall be paid to employees who are scheduled to work between the hours of 1600 and 2400.
2. A shift differential of 1 dollar and 25 cents per hour shall be paid to employees who are scheduled to work between the hours of 0000 and 0800.

The appropriate shift differential shall be paid for the first eight hours of each scheduled shift on any regular scheduled day of work and shall not apply for any overtime hours. When premium time is involved for payment of shift work, the premium rate shall be computed on the standard basic rate, excluding shift differential. Controllers/Dispatchers Trainees will be paid this shift differential when they are working shift work.

8.0 OVERTIME PROVISIONS

Due to the nature of the Company operations, some employees will be required to work overtime. Overtime will be minimized and managed within the limits of corporate effectiveness and customer impact. In recognition of employee well-being and inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees.

8.1 Overtime Definitions

Overtime: Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours (or controller's/dispatcher's/trainee's schedule, subject to provisions Part C Item 7.0), and is therefore, subject to compensation at premium rates.

Prearranged Overtime: Work performed outside the normal scheduled hours for which notification must be given a minimum of 24 hours in advance (21 hours for computer sub-branch shift working employees). Time shall be counted from the time the employee reports for work until the employee finishes work. Where this advance notice is not given, overtime shall be considered as emergency overtime.

Emergency Overtime: Work performed outside the normal scheduled hours which is neither prearranged nor extension overtime. Time shall be counted from the time the employee reports for work until the employee finishes work.

Extension Overtime: Work performed outside the normal scheduled hours as an extension of the normal scheduled hours/shift (either immediately preceding or following the normal scheduled hours/shift). Time shall be counted from the time the employee reports for work until normal starting time or from normal quitting time until the employee finishes work. Extension overtime will not be used for controllers/dispatchers/trainees where coverage is required for a complete shift and a controller/dispatcher/trainee is available.

8.2 Minimum Payments

8.2.1 Emergency Overtime

All emergency overtime worked shall receive a minimum payment of three hours' straight time pay or the actual time worked at the appropriate premium rates, whichever is the greater providing short emergency calls are not repeated within one hour of the completion of a previous call, for which the three hours' minimum (three hours at straight time) was paid.

In addition to the payment for emergency overtime or minimum payment as outlined above, one hour (straight time) shall be paid to the controller/dispatcher/trainee as compensation for travelling from his/her home to his/her place of work and return.

8.2.2 Prearranged Overtime

All prearranged work outside of normal hours performed or reported for due to lack of notice of cancellation on a scheduled day of work shall receive a minimum of two hours' straight time pay or the actual time worked at the appropriate premium rate, whichever is the greater.

All prearranged work performed or reported for due to lack of notice of cancellation on a scheduled day off shall receive a minimum of four hours' straight time pay or the actual time worked at the appropriate premium rate, whichever is the greater.

All prearranged overtime work cancelled within 24 hours of the designated work commencement time shall require payment of two hours at the basic rate to all affected controllers/ dispatchers/trainees.

One hour at straight time will be paid in lieu of time spent travelling when an employee is called in to work overtime and an extra trip is involved.

8.3 Premium Payments

8.3.1 Payment for Overtime

Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours, and is therefore, subject to compensation at premium rates.

Premium payment for overtime shall be as follows:

1. Two times the employee's basic rate shall be paid for:
 - *all work performed after normal quitting time or on an unscheduled day of work.*
 - all overtime work performed on Saturday, Sunday and statutory holidays which occur Monday to Friday.
2. Two and one-half times the employee's basic rate shall be paid for all overtime hours worked on a statutory holiday which occurs on Saturday.

8.3.2 Scheduled Work

1. One and one-half times the employee's basic rate shall be paid for scheduled work performed on Saturdays and Sundays.
2. Two times the employee's basic rate shall be paid for:
 - (a) Scheduled work performed on a statutory holiday which occurs on Monday to Friday. An additional day off will be scheduled in lieu of the statutory holiday within six months of the end of the posted schedule.

- (b) Scheduled work performed on a statutory holiday which occurs on a Saturday. The premium for scheduled Saturday in 1. above shall not apply.

8.3.3 Cancelled Vacation Days

When an employee's vacation is cancelled by the Company, the employee shall receive the appropriate premium rate for all normal hours worked on cancelled vacation days for which seven calendar days' notice has not been given up to a maximum of seven calendar days. If more than seven calendar days' notice has been given, the employee shall receive straight time for all normal hours worked.

Where possible, and where it is mutually agreeable, cancelled vacation days shall be rescheduled during the current or succeeding six months' schedule. If this is not possible, the cancelled vacation shall be included in the employee's time balance at the end of the schedule in which it occurred.

When a controller's/dispatcher's/trainee's vacation is postponed owing to his/her illness, this postponed vacation will be rescheduled at a mutually agreeable time during the current or succeeding six months' schedule. If this is not possible, the cancelled vacation will be paid for at straight time rates.

NOTE

Controllers/Dispatchers/Trainees shall receive entitlement for the same number of statutory holidays as Part 'B' hourly-rated employees. Therefore, when a statutory holiday falls on a Saturday, statutory holiday credit shall not apply.

8.4 Special Provisions Concerning Overtime

An employee who is required to work continuously for more than 16 hours shall be entitled to an eight-hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the overtime worked.

Should he/she be required to continue working beyond 16 hours he/she shall be paid two times his/her normal basic rate until an eight-hour rest period is granted.

Should an employee be released before 16 hours have elapsed, he/she will not be entitled to an eight-hour rest period.

8.5 Overtime – Regular Part-Time and Temporary Part-Time Employees

Overtime is defined as:

- (a) Hours worked which are in excess of the normal daily hours of the classification. The premium payment for such work is one and one-half times the employee's basic rate for all work performed during the first two clock hours after the normal quitting time of the classification, and two times the employee's basic rate for all work performed outside of the first two clock hours after the classification's normal quitting time.

and/or

- (b) Hours worked in excess of 24 in a week. The premium payment for such work is one and one-half times the employee's basic rate for the first two hours worked in a day. Two times the employee's basic rate for all work performed in excess of two hours in a day.

and/or

- (c) Unscheduled hours worked on Saturday and Sunday. The premium payment for unscheduled hours worked on Saturday and Sunday is two times the employee's basic rate.

8.6 Equivalent Time Off Without Pay

See Part 'A' Section 10.2

**HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 29 – ELECTRICAL OPERATORS
– Dollars per Hour**

Grade	TRADE	Step 1	Step 2	Step 3	Step 4	Step 5
01	Sr. Electrical Area Supervisor Outage Scheduler	54.92	57.05			
08	Senior Shift Authority (SSA) Operator	53.33	54.93			
02	Level IA – Operator Electrical Area Supervisor	51.76	53.32			
03	Level I – Operator	50.02	51.59			
04	Level II – Operator	46.78	48.18			
05	Level III – Operator	42.32	42.32			
06	Reserve Operator	35.25	37.62	39.87	42.32	
07	Operator-in-Training	25.63	27.77	29.90	32.04	33.26

Progressions shall be in accordance with Item 3 of Part A.

NOTES:

OIT'S progress in 6-month intervals until Step 5 is reached, then after 12 months, progress to Grade 06, Step 1 – Reserve Operator.

Reserve Operators progress on an anniversary basis until Reserve Operator Step 3 is reached. Progression to Step 4 will occur at 84 months.

Hydro One Labour Relations
Effective: April 1-2018

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 30 – CONTROLLER/DISPATCHER
– Dollars per Hour

Grade (Group) TRADE	Step 1	Step 2	Step 3	Step 4	Step 5
01 Controller	45.03	48.62	53.32	56.56	59.35
02 Dispatcher	41.40	42.72			
03 Controller/Trainee	26.22	30.54	34.20	38.32	
04 Dispatcher Trainee	25.62	29.90	33.27		

Progressions shall be in accordance with Item 3 of Part C except as modified by this agreement

NOTES:

Dispatcher Trainees progress in 6-month intervals until Step 3 is reached, then after 12 months, progress to Grade 02, Step 1 – Dispatcher.

Controller Trainees progress in 6-month intervals until Step 4 is reached, then after 6 months, progress to Grade 01, Step 1 – Controller.

Hydro One Labour Relations
 Effective: April 1-2018

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 29 – ELECTRICAL OPERATORS
– Dollars per Hour

Grade	TRADE	Step 1	Step 2	Step 3	Step 4	Step 5
01	Sr. Electrical Area Supervisor Outage Scheduler	56.02	58.19			
08	Senior Shift Authority (SSA) Operator	54.40	56.03			
02	Level IA – Operator Electrical Area Supervisor	52.80	54.39			
03	Level I – Operator	51.03	52.62			
04	Level II – Operator	47.72	49.15			
05	Level III – Operator	43.17	43.17			
06	Reserve Operator	35.96	38.38	40.67	43.17	
07	Operator-in-Training	26.14	28.32	30.50	32.68	33.93

Progressions shall be in accordance with Item 3 of Part A.

NOTES:

OIT'S progress in 6-month intervals until Step 5 is reached, then after 12 months, progress to Grade 06, Step 1 – Reserve Operator.

Reserve Operators progress on an anniversary basis until Reserve Operator Step 3 is reached. Progression to Step 4 will occur at 84 months.

Hydro One Labour Relations
 Effective: April 1-2019

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 30 – CONTROLLER/DISPATCHER
– Dollars per Hour

Grade (Group) TRADE	Step 1	Step 2	Step 3	Step 4	Step 5
01 Controller	45.93	49.59	54.39	57.69	60.54
02 Dispatcher	42.23	43.57			
03 Controller/Trainee	26.74	31.15	34.88	39.09	
04 Dispatcher Trainee	26.13	30.50	33.94		

Progressions shall be in accordance with Item 3 of Part C except as modified by this agreement

NOTES:

Dispatcher Trainees progress in 6-month intervals until Step 3 is reached, then after 12 months, progress to Grade 02, Step 1 – Dispatcher.

Controller Trainees progress in 6-month intervals until Step 4 is reached, then after 6 months, progress to Grade 01, Step 1 – Controller.

Hydro One Labour Relations
 Effective: April 1-2019

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 29 – ELECTRICAL OPERATORS
– Dollars per Hour

Grade	TRADE	Step 1	Step 2	Step 3	Step 4	Step 5
01	Sr. Electrical Area Supervisor Outage Scheduler	56.36	58.54			
08	Senior Shift Authority (SSA) Operator	54.73	56.37			
02	Level IA – Operator Electrical Area Supervisor	53.11	54.72			
03	Level I – Operator	51.33	52.94			
04	Level II – Operator	48.00	49.45			
05	Level III – Operator	43.43	43.43			
06	Reserve Operator	36.18	38.61	40.91	43.43	
07	Operator-in-Training	26.30	28.49	30.68	32.87	34.14

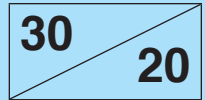
Progressions shall be in accordance with Item 3 of Part A.

NOTES:

OIT'S progress in 6-month intervals until Step 5 is reached, then after 12 months, progress to Grade 06, Step 1 – Reserve Operator.

Reserve Operators progress on an anniversary basis until Reserve Operator Step 3 is reached. Progression to Step 4 will occur at 84 months.

Hydro One Labour Relations
 Effective: January 1-2020



**HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 30 – CONTROLLER/DISPATCHER
– Dollars per Hour**

Grade (Group) TRADE	Step 1	Step 2	Step 3	Step 4	Step 5
01 Controller	46.21	49.89	54.72	58.04	60.90
02 Dispatcher	42.48	43.83			
03 Controller/Trainee	26.90	31.34	35.09	39.32	
04 Dispatcher Trainee	26.29	30.68	34.14		

Progressions shall be in accordance with Item 3 of Part C except as modified by this agreement

NOTES:

Dispatcher Trainees progress in 6-month intervals until Step 3 is reached, then after 12 months, progress to Grade 02, Step 1 – Dispatcher.

Controller Trainees progress in 6-month intervals until Step 4 is reached, then after 6 months, progress to Grade 01, Step 1 – Controller.

Hydro One Labour Relations
Effective: January 1-2020

NOTES

PART D
WEEKLY-SALARIED

D-1

TABLE OF CONTENTS
PART D

	Page Number
1.0 SALARIES	D-5
2.0 ON CALL	D-5
2.1 On Call – Protection and Control.....	D-5
2.2 On Call-Hydro One Telecom Technical Staff	D-5
2.3 On Call Helicopter Pilots and Air Engineers	D-5
3.0 POSTING OF VACANCIES	D-6
3.1 Posting Procedures.....	D-6
4.0 CLERICAL-TECHNICAL JOB EVALUATION	D-7
4.1 The Clerical-Technical Job Evaluation Plan.....	D-7
4.2 Jobs Covered by the Clerical-Technical Job Evaluation Plan.....	D-7
4.3 Identification of Jobs in Salary Schedule	D-7
4.4 The Union Clerical-Technical Job Evaluation Manual.....	D-7
4.5 Rights of the Parties	D-7
4.6 Salary Schedule.....	D-8
4.7 Wages and Retroactivity upon Upward Reclassification.....	D-9
4.8 Training Situations.....	D-9
4.8.1 Formula for Developing Training Situations	D-10
4.8.2 Advancement Through Training Situations.....	D-11
4.8.3 Continuing Administration of Training Situations	D-11
4.8.4 Tiered Training Situations	D-11
4.9 Clerical-Technical Job Evaluation Plan	D-12
4.9.1 Merit Rating.....	D-12
4.9.2 Downward Restructuring Rule	D-12
5.0 POSITIONS EXCLUDED AS PER ARTICLE 1 – WEEKLY-SALARIED (CLERICAL AND TECHNICAL)	D-13
6.0 JOB/FIELD CLERKS	D-13
6.1 Hours of Work	D-13
6.2 Christmas Shutdown	D-14
6.3 Equivalent Time Off With Pay.....	D-15
6.4 Lateral Transfer of Job/Field Clerks.....	D-15
6.4.1 Surplus Staff Procedure.....	D-15
6.5 Notice of Transfer	D-15
6.6 Board and Travel Expense – Job/Field Clerks	D-16

6.7	Job Shutdown Due to Lack of Work.....	D-16
6.8	Extreme Weather Closure	D-16
7.0	MEAL PROVISIONS	D-17
7.1	Provision of Meals	D-17
7.2	Meal Periods.....	D-17
8.0	RELIEF WORK, ACTING IN VACANCIES & TEMPORARY AND ROTATIONAL ASSIGNMENTS	D-17
8.1	Principles Re Resourcing for Relief, Acting, Temporary and Rotational Assignments	D-17
8.2	Relief Work	D-19
8.3	Acting in a Vacant Position	D-20
9.0	HOURS OF WORK.....	D-20
9.1	Hours of Work – General	D-20
9.2	Hours of Work – Specific	D-21
9.3	Variable Working Hours in Head Office.....	D-21
9.4	Hours of Work – Outside Head Office.....	D-22
9.5	Hours of Work – Miscellaneous.....	D-22
10.0	SHIFT WORK	D-22
10.1	Shift Differential and Shift Work	D-22
10.2	Shift Work – Microwave Alarm Centre Technicians	D-23
10.2.1	Hours of Work and Schedule Provisions.....	D-23
10.2.2	Schedule Alterations	D-24
10.2.3	Penalties	D-24
10.2.4	Overtime Definitions	D-25
10.2.5	Minimum Payments.....	D-25
10.2.6	Special Provisions Concerning Overtime.....	D-26
10.2.7	Premium Payments	D-26
10.2.7.1	Unscheduled Work.....	D-26
10.2.7.2	Scheduled Work	D-26
10.2.8	Shift Differential	D-26
10.3	Shift Work – CADS Personnel	D-27
10.3.1	Hours of Work – Day Work	D-28
10.3.2	Working Conditions – Shift	D-28
10.3.2.1	Work Schedules.....	D-28
10.3.2.2	Hours of Work – Specific	D-28
10.3.5	Shift Differential	D-29
10.4	Shift Work – Technical Staff (Instructor).....	D-29
10.4.1	Applicability	D-29
10.4.2	Intent	D-29
10.4.3	Implementation.....	D-29
10.4.4	Duration of Shift Hours	D-29

10.4.5	Special Provisions When on Shift	D-30
10.4.6	Deleted Provisions When on Shift.....	D-30

11.0	OVERTIME PROVISIONS	D-30
11.1	Overtime Definitions	D-30
11.2	Minimum Payments.....	D-31
11.3	Premium Payments	D-32
11.4	Special Provisions Concerning Overtime.....	D-33
11.5	Overtime – Regular Part-Time and Temporary Part-Time Employees	D-34
11.6	Equivalent Time Off Without Pay	D-34
11.7	Overtime – Marketing and Audio, Visual, Writing and Graphic Design Services.....	D-35

PART D
WEEKLY-SALARIED
Specific Matters of Agreement

1.0 SALARIES

Salaries shall be in accordance with the salary schedules which are part of this Agreement.

2.0 ON CALL

2.1 On Call – Protection and Control

On call is the term used to cover trouble call service performed by Protection and Control Technicians and Technologists. While on call, they are allowed up to a maximum of two (2) hours between the time they are called and the time when they report to work.

The rate of pay for on-call duty will be one hour at the employee's basic hourly rate per day, except for Saturdays, Sundays and statutory holidays when the rate will be one and one quarter (1.25) hour at the employee's basic hourly rate per day. An employee required to report to work for on-call duty shall be paid for his/her working time in accordance with the standard regulations governing overtime, including the regulation governing work performed on a short call basis.

Subject to safe application, volunteers will be requested prior to the mandatory assignment of on call.

2.2 On Call-Hydro One Telecom Technical Staff

On call is the term used to cover trouble call service performed by Hydro One Telecom technical staff. While on call, they are to report to work in a reasonable length of time.

The rate of pay for on-call duty will be one hour at the employee's basic hourly rate per day, except for Saturdays, Sundays and statutory holidays when the rate will be one and one quarter (1.25) hours at the employee's basic hourly rate per day. An employee required to report to work for on-call duty shall be paid for his/her working time in accordance with the standard regulations governing overtime, including the regulation governing work performed on a short-call basis.

2.3 On Call Helicopter Pilots and Air Engineers

On call is the term used to cover trouble call service performed by Helicopter Services, Helicopter Pilots and Air Engineers. While on call, employees are to report to the site of the Helicopter, in a maximum of 3 hours from the time of being called/paged. On call will be on a voluntary individual basis for Air Engineers. Subject to safe application, volunteers will be requested from Helicopter Pilots prior to mandatory

assignment of on call. Helicopter Pilots will not be required to accept on call more than thirteen (13) times per pilot per calendar year.

The rate of pay for on call duty will be ***one and one quarter (1.25) hours*** at the employee's basic hourly rate per day for Saturdays, Sundays and Statutory Holidays.

3.0 POSTING OF VACANCIES

All vacancies as set out in Article 10 and as covered by this section of the agreement will be posted when they become vacant with the following exceptions:

1. A change to the job duties, rating and/or salary grade resulting from a Clerical-Technical Job Evaluation Plan challenge, or a Review of a Rating by the Job Classification Committee, or a change to a job title and/or occupation code only, shall not be considered to create a vacancy.
2. A change to the duties of an occupied job, wherein the salary grade remains unchanged, shall not be considered to create a vacancy.
3. A change to the duties of a job covered by the Clerical-Technical Job Evaluation Plan which results in an increase to the salary grade shall not be considered to create a vacancy if there is, in the Company's opinion, an employee in the immediate work group who is the only one qualified to perform the resulting job. However, in such cases, if there is a more senior employee in the same job in the same work group who was not appointed to the resulting job, he/she shall have the right to seek redress under Article 2, Grievance Procedure.
4. Changes to jobs which result in a surplus in staff complement of the work group shall not be considered to create a vacancy in the resulting job(s).
5. The restructuring of a job in a manner which justifies application of the Downward Restructuring Rule (Section 4.9.2 of this section of Agreement) to the incumbent, shall not be considered to create a vacancy.

3.1 Posting Procedures

A notice of vacancy referring to jobs covered by the Clerical-Technical Job Evaluation Plan shall be based on the job description and job specification and shall be posted province wide. Nothing contained in the notice of vacancy shall contravene the information contained in the job documents. No important information (subject to space limitations) shall be omitted. A notice of vacancy setting out a higher education or experience requirement than indicated in the job specification will require a corrected notice of vacancy and an extended date of closure.

Vacancies for applications technician and service specialist within the jurisdiction of the Union shall be posted on a province-wide basis subject to all conditions relating to positions once removed from the Union's jurisdiction.

4.0 CLERICAL-TECHNICAL JOB EVALUATION

NOTE:

1. The job challenge process contained in Clerical-Technical Job Evaluation Manual, “Plan B” and referred to in this section shall be replaced for the term of this Collective Agreement with the expedited process contained in Article 2.7, Dispute Resolution – Article 8, Job Challenges, and OGLs. The Job Classification Committee shall assume all the responsibilities normally associated with the Joint Salary Committee for the term of this Collective Agreement.
2. When a management review of a job document that is occupied by more than one employee results in a proposed change of the job grade rating, management will discuss the proposed change with the Chief Steward prior to the review of the Job Description and Job Specification with the incumbents.

4.1 The Clerical-Technical Job Evaluation Plan

The provisions which form the basis of the Clerical-Technical Job Evaluation Plan, formerly referred to as Plan ‘B’, are contained in the Collective Agreement and the Union Clerical-Technical Job Evaluation Manual. Matters pertaining to the application of dollars are contained in the Collective Agreement. Job evaluation matters are contained in the Manual. The Company shall identify the Company groups responsible for dealing with the Union in the foregoing matters.

4.2 Jobs Covered by the Clerical-Technical Job Evaluation Plan

The plan shall cover all jobs falling under this section of the Collective Agreement excepting those covered by salary schedule 21.

4.3 Identification of Jobs in Salary Schedule

All jobs processed under the Clerical-Technical Job Evaluation Plan shall be designated a salary grade in the current salary schedule issued in conjunction with the Collective Agreement.

4.4 The Union Clerical-Technical Job Evaluation Manual

The Manual is a supplement of the Collective Agreement and its provisions shall apply as if set forth in full herein.

The Manual shall be supplied to all employees whose jobs are covered by the plan.

4.5 Rights of the Parties

The Company has and shall retain the exclusive right and power to decide what work is to be done and who is to do it and accordingly the Company shall apply the Clerical-Technical Job Evaluation Plan to determine appropriate salary grades for

jobs. The Company shall exercise these rights in accordance with the provisions as set forth in the Collective Agreement and the Union Clerical-Technical Job Evaluation Manual.

The Union's right shall be to act on behalf of its members to ensure that the Clerical-Technical Job Evaluation Plan is being properly applied. In order to carry out this function, the Union Job Evaluation Officer shall work in liaison with the appropriate Company groups responsible for the administration of such matters and he/she shall be permitted, within reason, to interview employees during regular working hours.

The Union shall exercise these rights in accordance with the provisions as set forth in the Collective Agreement and the Union Clerical-Technical Job Evaluation Manual.

The Union shall retain its rights to participate jointly with the Company in developing and/or modifying the Clerical-Technical Job Evaluation Plan.

In the event of conflict between the foregoing general statements, regarding the rights of the parties, and the specific provisions contained in the Collective Agreement and the Union Clerical-Technical Job Evaluation Manual, the latter shall govern.

4.6 Salary Schedule

The salary schedule for jobs covered by the Clerical-Technical Job Evaluation Plan and issued in conjunction with the current Collective Agreement shall have the following characteristics:

1. The salary schedule shall be a salary range schedule with a total of 18 salary grades.
2. The percentage increment from salary grade to salary grade (based on step 3 of each salary grade) calculated from salary grade 51, step 3, shall be annotated on the schedule 20 which is currently in effect.
3. Each salary grade is composed of three steps. The second step is 97 percent (97%) of the maximum and the first step is 94 percent (94%) of the maximum. The time interval required for anniversary progression shall be in accordance with Part 'A', Section 3.0.
4. When an incumbent is promoted from one salary grade to another, he/she shall be promoted in accordance with Part A, Section 24.1.1.
5. The relationship between the salary grade and the point range shall be 13 points for the first salary grade and 21 points for each salary grade thereafter.

4.7 Wages and Retroactivity upon Upward Reclassification

Upward Reclassification as a Result of Company Initiated Action:

1. Transfer from the existing salary grade to the new higher salary grade shall be by the promotion rule.
2. Retroactive entitlement shall be computed by going back to the date when the increased job demands and responsibilities were instituted or undertaken.

Upward Reclassification as a Result of Employee Initiated Action Through the Issuance of a Record of Discussion Form:

1. Transfer from the existing salary grade to the new higher salary grade shall be by the promotion rule, except in the following situations where it shall be by the step-to-step method:
 - (a) Where there is no change in job content or job demand, but the job specification factor ratings change resulting in an upward reclassification of the job.
 - (b) Where a change in job demand is recognized resulting in an upward reclassification of the affected incumbents and where such incumbents have been performing the duties and/or undertaking the responsibilities which caused the upgrading for a period of one year or more prior to the date of the first discussion as recorded on the Record of Discussion form and where these same incumbents have been in the maximum step of the salary grade for the job for one year or more prior to the date of the first discussion.
2. The date of the transfer of an employee to a higher salary grade whether by the promotion rule or the step-to-step method shall be the date of the commencement of the retroactivity and the transfer shall be from the salary grade and step in effect on that date.
3. Retroactive entitlement in Subsection 1. above shall be as set out in the Union Clerical-Technical Job Evaluation Manual.
4. An incumbent who has left the Company's service shall be entitled to retroactive payment, as a result of challenge for the affected period during which he/she was in the Company's employ.

4.8 Training Situations

Normally, an employee receives his/her training and experience by being promoted through a series of established jobs for which job descriptions and job specifications exist. His/her movement up the ladder from job to job will occur when the Company determines that he/she is capable of performing the duties and responsibilities of a higher-rated job, and an opening exists.

At times, however, in certain types of work, an employee will be advanced through a planned series of training steps in which he/she will be directly trained for a specific job which he/she will eventually occupy, i.e., a terminal job. This is termed a training situation.

The Company will identify the need for such a training situation and will structure the terminal job. A job description and job specification will be prepared for the terminal job only. The Job Classification Committee will establish the final rating for the terminal job, and will determine the appropriate training steps leading to the terminal job rate.

The training steps will be established in the following manner:

4.8.1 Formula for Developing Training Situations

The hiring rates will be established based on survey data supplied by the Company and/or the Union and will be consistent with the mean hiring rate being paid by other companies to inexperienced graduates possessing the specified education required to perform the terminal job.

The time span of the training situation will consist of a number of years equal to the minimum number of years indicated in the experience factor applying to the terminal job.

For each year of the time span as determined above an annual training step will be established. The Job Classification Committee may approve the division of annual steps into quarterly or semi-annual sub-steps where such action has been recommended by line management.

Salary step dollars shall be calculated to proceed in geometric progression from the hiring rate to step 1 of the salary grade for the terminal job in the number of years of the training situation. The dollar values thus obtained for each step shall be translated to the nearest salary grade and step (above or below) which appears on schedule 20. The factor used to multiply each annual step dollars to find the next annual step will be 'F' i.e.,

$$F = \sqrt[n]{\frac{R_t}{R_s}}$$

Where,

- n = Number of years in the training situation
- R_s = Hiring rate
- R_t = Terminal rate

Where applicable the dollars for the half-yearly step will be starting dollars multiplied by 'Fh' i.e.,

$$Fh = \sqrt[2n]{\frac{R_t}{R_s}}$$

4.8.2 Advancement Through Training Situations

1. A trainee will (subject to Subsections 2. and 3. following) advance to each subsequent training step at the designated intervals based on the date of appointment to the training situation. Upon completion of his/her training, he/she will be placed in the first progression step of the salary grade applying to the terminal job. He/she will then be subject to the conditions of the Clerical-Technical Job Evaluation Plan.
2. If at any time the trainee is judged to be incapable of performing the terminal job in a satisfactory way, he/she may be removed from the training situation.
3. If a trainee, in the Company's opinion, fails to make satisfactory progress his/her next training step may be delayed, in accordance with the provisions of Part 'A', Subsection 3.0. Such a delay may take place on one occasion only throughout the training program.
4. If a trainee, in the opinion of the Company displays exceptional ability, he/she may be advanced to the training step which is more in keeping with his/her achieved progress.
5. If a person having suitable experience is appointed to a training situation, the Company may place him/her in any training step judged to be appropriate to his/her applicable experience.
6. If a trainee, who has not yet attained the terminal job level, believes that he/she is fully performing the duties, and has the responsibilities of the terminal job document, he/she may institute a challenge.

4.8.3 Continuing Administration of Training Situations

The established hiring rates will remain in effect until altered through negotiation between the parent bodies or until altered through action resulting from a review by the Job Classification Committee upon the request by the parent bodies.

Recalculation of training step values (according to 4.8.1) will occur with a change in the hiring rate.

The existing trainees will remain on the training situations on which they were hired until they have reached the step 3 of the salary grade of the terminal job.

4.8.4 Tiered Training Situations

In certain instances, it may be necessary to develop a hierarchy of terminal jobs with training situations leading to each level, e.g., to the junior, to intermediate, and to senior levels. In such cases, the principles and practices as set out in this agreement will serve as a guide in the development of training steps and their values.

4.9 Clerical-Technical Job Evaluation Plan

4.9.1 Merit Rating

It is agreed that if, as and when merit rating is to be instituted, the plan (system of measurement), but not the application, shall be subject to negotiations.

4.9.2 Downward Restructuring Rule

This provision shall apply to incumbents whose jobs are covered by the Clerical-Technical Job Evaluation Plan.

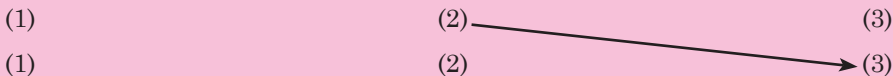
Should the job which an incumbent is performing be changed, but the basic function and significant duties of the job remain unchanged, and should the job then fall into a lower salary grade, the following shall apply:

1. The incumbent's salary dollars (rate) shall be held constant, except for increases referred to in Subsection 5.9.2(4.), commencing on the date of issue of the Advice of Rating form issued by the Company.
2. Annually thereafter, the incumbent shall have his/her rate reduced by one progression step in the manner portrayed by the chart below.
3. The above process shall continue until the maximum dollars in the salary range for the restructured job are reached.
4. In the foregoing process of reduction, current salary schedule dollars shall be used. These include general negotiated increases and cost of living increases.
5. Reduction of One Salary Grade

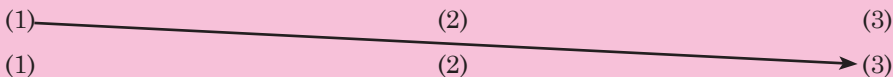
(a) Incumbent is in 3rd progression step¹



(b) Incumbent is in 2nd progression step²



(c) Incumbent is in 1st progression step³



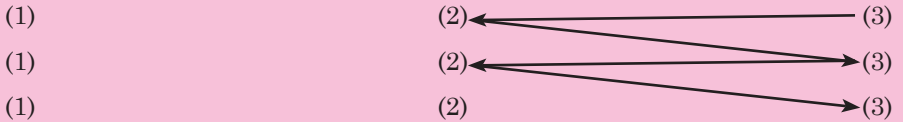
1 On the date of issue of the Advice of Rating form.

2 On the date of issue of Advice of Rating Form.

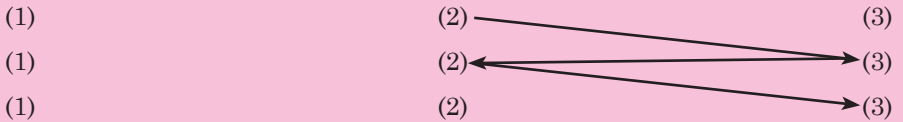
3 *ibid*

6. Reduction of More than One Salary Grade

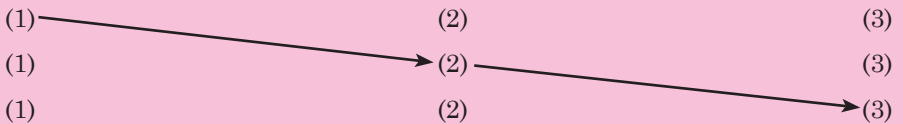
(a) Incumbent is in 3rd progression step⁴



(b) Incumbent is in 2nd progression step⁵



(c) Incumbent is in 1st progression step⁶



5.0 POSITIONS EXCLUDED AS PER ARTICLE 1 – WEEKLY-SALARIED (CLERICAL AND TECHNICAL)

Incumbents in positions excluded under Article 1 perform certain inherent work functions which are part of their normal duties. It is also recognized, however, that such work functions will not be performed for the purpose of reducing staff requirements or deliberately to avoid overtime for employees represented by the Union. If the Union believes that this provision is being abused, it may lodge a grievance under Article 2 of the Collective Agreement.

6.0 JOB/FIELD CLERKS

6.1 Hours of Work

The normal work week for employees in these two classifications shall be 37-1/2 hours per week consisting of eight hours per day Monday through Thursday, and five and one-half hours on Friday.

All hours worked in excess of normal daily hours will be paid for at appropriate overtime rate.

⁴ ibid

⁵ ibid

⁶ ibid

For alternate hours of work arrangements refer to the Bargaining Memorandum of Understanding dated December 13, 1991.

6.2 Christmas Shutdown

6.2.1 It is recognized that the Company shall retain the right to designate those positions which require coverage during the shutdown. When a Christmas shutdown is declared by the Company, eligible weekly-salaried employees shall have the option of repayment by:

1. Applying unused vacation credits from the present year (when a Christmas shutdown period extends into the next calendar year, an employee will have the right to use his/her unused vacation from the previous year).
2. Applying next year's vacation entitlement (restricted to shutdown days only).
3. Requesting time off without pay (restricted to shutdown days only).
4. The use of make-up time at straight time.

The Company will maintain salaries of weekly-salaried employees who elect to work make-up time. The employee will work make-up time within the following periods:

Shutdown Period	Make-up Period
4 working days or less	October 15 to February 1
More than 4 working days	October 1 to March 31

5. The use of banked overtime hours as per Section 6.3. The selection of option 4. above precludes the use of this option during the make-up period.

Unpaid overtime worked shall be paid to the employee at the appropriate premium rate in the event of his/her transfer or termination prior to receiving the time off with pay during the shutdown period.

The employee will indicate to his/her supervisor his/her selection of the above options prior to the commencement of the make-up period. The employee may change his/her options at any time provided the employee's supervisor authorizes the change.

6.2.2 The employee may elect to bank one hour for each overtime hour worked for application to the Christmas shutdown. The maximum number of hours that can be banked is equal to the duration of the Christmas shutdown. The

premium portion of the overtime worked shall be received in earnings the following pay period or in equivalent time off with pay.

6.3 Equivalent Time Off With Pay

Job/Field Clerks will be compensated, either in money or in time off, for all overtime authorized by the supervisory staff.

The employee may request that the method of compensation be time off for the hours worked plus premium hours, but time off with pay will be subject to the supervisor's approval.

When time off is used as a method of compensation, the time off will be taken within six months of the date the overtime was worked subject to the approval of management.

6.4 Lateral Transfer of Job/Field Clerks

Employees will be laterally transferred when staff becomes available at a particular residence headquarters and corresponding needs become apparent in the same classifications at other residence headquarters.

Management will inform all employees affected when a change occurs in the construction program which may cause staff to be transferred.

If there is more than one qualified employee in the classification, the selection for transfer will be made on the basis of the most senior employee who is prepared to accept the transfer. If none of the qualified employees in the classification accept the transfer, then the most junior qualified employee will be transferred. The Chief Steward will be the last one in a classification required to be transferred, provided that the employee concerned has the necessary qualifications to perform remaining work.

6.4.1 Surplus Staff Procedure

The surplussing of staff shall be done in accordance with Article 11 after the provisions of 6.4 have been applied.

6.5 Notice of Transfer

When Job/Field Clerks are transferred and a change of residence headquarters is involved, a minimum of two weeks' notice shall be given.

When the Company considers a preliminary trip to the new location is necessary for interview of employee or for him/her to seek a house, the time, board and lodging and travelling expenses of the employee may be paid. Following an employee's move to this/her new residence headquarters, and while awaiting the transfer of his/her family, time off may be required in order for him/her to seek a house. For such purposes reasonable time off without loss of earnings may be granted at the

Company's discretion. This allowance would normally be expected to supplement efforts made by the employee during non-working hours and as such would not normally exceed a total of one full working day.

6.6 Board and Travel Expense – Job/Field Clerks

1. A residence headquarters will be established for each job/field clerk.
2. Job/Field clerks will be paid a board and travel expense subject to the following:

No compensation will be payable to the job/field clerk for travel from his/her residence to the regular work headquarters (e.g. first site on the line). In remote locations where it is not possible to have residence headquarters established within reasonable close proximity (40 road km) to the work headquarters, the board and travel expense will be paid.

- at subsequent temporary work headquarters, compensation will be based on the distance from the employee's residence to the temporary workheadquarters as follows:

up to 16 road km	– no expenses
16 and up to 39 road km	– \$13.00 per day worked
40 and up to 55 road km	– \$15.00 per day worked
56 and up to 79 road km	– \$20.00 per day worked
80 and up to 104 road km	– \$26.00 per day worked
Greater than 104 road km	– \$31.00 per day worked

In unusual circumstances, the Company at its discretion may place employees in hotels/motels or camps at no charge to the employees. In such cases, the expenses as noted above will not apply.

6.7 Job Shutdown Due to Lack of Work

Job clerks will be subject to standoff when no work is available. Vacation, floating statutory holidays, leave of absence without pay or equivalent time off with pay can be used under such circumstances.

6.8 Extreme Weather Closure

At certain times of the year, the offices or other buildings of the Company may be closed due to extreme weather conditions.

Job/Field Clerks shall receive time off with pay for these periods.

7.0 MEAL PROVISIONS

7.1 Provision of Meals

In recognition of the importance of regular meals to an individual's health and effectiveness on the job, the Company will supply meals as outlined below and when required, will assign an employee to secure the meals.

- (a) Employees provide their own meals on regular days of work.
- (b) When an employee works overtime on a regular day off, he/she will be expected to provide one meal if 23 hours notice has been given.
- (c) When an employee works extension overtime before or after normal scheduled hours, all required meals will be provided by the Company. The first meal (or meal allowance) will be provided when two (2) hours of overtime are worked. Subsequent meals or meal allowances will be provided every four (4) hours of overtime worked thereafter.
- (d) When meals cannot be reasonably obtained⁷, an allowance of \$15.00 per meal will be paid

7.2 Meal Periods

- (a) Employees on day work shall take a meal period designated by the Company and shall not be paid for this time (unless otherwise provided for in the Collective Agreement).
- (b) Employees on shift work shall eat their meals during the shift hours as conditions permit.
- (c) When an employee works extension overtime, no time shall be deducted for eating such meals where the employee eats the meal on the job and in a minimum of time.

8.0 RELIEF WORK, ACTING IN VACANCIES & TEMPORARY AND ROTATIONAL ASSIGNMENTS

All assignments that are expected to last six (6) months or longer will be posted for one week.

8.1 Principles Re Resourcing For Relief, Acting, Temporary and Rotational Assignments

Recognizing that relief, acting and temporary assignments contribute to the development of personnel and contribute to the work being done effectively, the following will be considered when resourcing these assignments:

⁷ 'Reasonably obtained' is to be defined locally by Union and Management.

- the more senior employees will be given preference;
- assignments may be split between employees;
- specific qualifications/knowledge required for the position will be taken into consideration;
- for supervisory positions primary consideration will be given to personal qualities such as leadership and the understanding and display of the practice of good human relations;
- employee development;
- Employment Equity objectives discussed in advance with the Union shall be considered;
- amount of notice and duration of assignment will be considered.

These assignments will be distributed as equitably as possible, over time, once the above conditions have been considered. Circumstances which negate consideration of the above conditions will normally be discussed in advance with the Union.

The format for utilization of the above in a Business Unit (or smaller unit) will be a joint responsibility.

Item 8.1 shall not be subject to the grievance/arbitration procedure.

Disputes will be resolved locally and may be referred to Chief Steward and the Local Manager.

If there is no resolution locally, the Chief Steward obtain a “D” number from the PWU Grievance Office. The PWU Grievance Office will notify the Hydro One Labour Relations Office.

The Chief Steward will complete a fact finder with the Local Manager and if there is still no resolution, the PWU Grievance Office will work with the Hydro One Labour Relations Office to schedule the Dispute to be heard at the next available GRB meeting.

The GRB will attempt to facilitate a resolution to the Dispute. If there is no resolution at the GRB, the PWU Sector Vice-President and ***the Hydro One Vice President- Employee & Labour Relations*** will remain seized of the Dispute and will ensure the “Principles Re: Resourcing for Relief, Acting, Temporary and Rotational Assignments” above are being followed in accordance with the 1992 Joint Intent Document.

8.2 Relief Work

Intent

It is the intent of this item that when an employee is relieving in a higher rated position that he/she be properly compensated for the duties that he/she is performing. The assignment of relief is a Management right and increased duties must be assigned not assumed.

1. The Company shall notify the employee in writing, in advance where possible, of the requirement to perform relief, of the general nature of the major duties to be performed, and the rate to be paid during the relief period.
2. Employees in the weekly-salaried schedule, when relieving for the normal duties of an employee in a higher job grade, not defined in 8.2(3) below, for a period of one full working day or more shall be paid, for the full relief period, at the rate established by the Company for the relieved position or three percent (3%) above the employee's normal rate whichever is greater.

In relief situations where less than the normal duties are being performed and a lower salary grade has been established for the relief period, the promotion rule will be used to establish the appropriate progression step or off-schedule rate in the lower salary grade.

Failure to notify the employee in writing of the major duties to be performed and the rate to be paid will require the payment of the first step of the salary grade of the relieved position or three percent (3%) above the employee's normal rate whichever is greater, for the entire relief period.

3. Employees in the weekly-salaried schedule, when relieving for the normal duties of an employee in a non-union supervisory position for a period of one full working day or more shall be paid for the full period at the rate established by the Company for the relieved position or five percent (5%) above the employee's normal rate whichever is greater.

Failure to notify the employee in writing of the major duties to be performed and the rate to be paid will require the payment of 10 percent (10%) above the employee's normal rate, for the entire relief period.

4. Notification of the Chief Steward is required when the employee is required to relieve for a period of two working days or more.
5. Statutory holidays will not affect the continuity if they occur between the first and second days.

Payment for a statutory holiday shall be at the relief rate if it occurs during the relief period and at the normal rate if it occurs at the beginning or the end of the relief period.

8.3 Acting in a Vacant Position

An employee may act in an existing job in which a vacancy is created, pending the arrival of a successful applicant to the vacancy. When an employee is to be placed in an acting position, the Company shall notify the employee and the chief steward in writing setting out:

1. The reason for the acting position.
2. The general nature of the major duties to be performed.
3. The rate to be paid for the acting position.
4. The expected duration.

The duration of the acting period shall not exceed 90 days from the date the employee is placed in the acting capacity, unless an extension is agreed to by the Company and the Chief Steward of the Union. Pending the arrival of the successful applicant and his/her assuming the normal duties, the acting incumbent who is performing the normal duties and responsibilities of an acting position shall receive the appropriate rate in accordance with the Weekly-Salaried Relief Clause of this Agreement.

NOTE

Failure to notify and/or request further extension accordingly will require payment of the penalty described in the appropriate Weekly-Salaried Relief Clause of this Agreement.

9.0 HOURS OF WORK

9.1 Hours of Work – General

1. Weekly-salaried employees whose basic hours of work are 35 hours per week may be periodically required to change their work location and to work 40 hours per week or the same hours as field staff. All hours in excess of seven hours per day, Monday to Friday, are to be paid at the appropriate premium rate.
2. Certain technician classifications which have been established on a 40-hour week basis shall continue to work normal hours of 40 hours per week but when on field work may be required to work the same hours as the field staff.
3. Employees⁸ in the following classifications and other similar categories as yet undefined who by the nature of their jobs, are required to make public, business or trade contacts outside normal hours shall work a normal work week of 35 hours, Monday to Friday:

Applications Technician
Customer Service Assistant
Service Specialist

⁸ The provisions of Article 4.2(c) and the following Hours of Work – Specific will have no application to these employees.

Owing to the controlling influences from outside agencies, the normally established daily hours of starting and quitting may require changes. In such instances these changes will be the prerogative of the Company.

4. The normal work week of all weekly-salaried employees of the Corporate Mailing Section shall be 35 hours per week consisting of five days of seven hours per day, Monday to Friday inclusive. Such employees shall normally be free to select variable working hours within the period 7:30 am to 5:30 pm in accordance with Subsection 9.3.

Where, in the opinion of the Company, such selections fail to maintain an effective mail service, the Company may establish hours of work between 7:30 am and 4:30 pm for all employees on the basis of weekly work schedules which shall be posted in the work location seven days in advance of their application. Early starting times shall be rotated equitably among the staff.

9.2 Hours of Work – Specific

With the exception of shift work, head office hours shall be a 35-hour week

8:30 am – 12:00 noon (Monday through Friday)

1:00 pm – 4:30 pm (Monday through Friday)

9.3 Variable Working Hours in Head Office

Employees will be requested each month to select their standard work period for the following month. The work week will consist of five, seven-hour days, Monday to Friday. The hours of work selected must be in accordance with the observation of core working hours of 9:00 a.m. to 11:45 and 1:15 to 3:00.

Employees may select a starting time which is not earlier than 7:00 a.m. and not later than 9:00 a.m. or at 1/4 hour intervals prior to that. Their finishing time will not be earlier than 3:00 p.m. They may select either a 30, 45, 60, 75 or 90 minute lunch period to be taken between 11:45 a.m. and 1:15 p.m. By mutual agreement of the supervisor and the employee a start time may be set as early as 6:30 a.m. with a finishing time no earlier than 2:30 p.m.

The hours of work selected are subject to the supervisor's approval. The supervisor may, if necessary, restrict some employees to the hours of 8:30 am to 4:30 pm (for 35 hour per week employees). The supervisor may not assign 35 hour per week employees to hours of work outside of 8:30 am to 4:30 pm, except as provided for in Part 'D', Section 11 – Overtime.

Where in the Company's opinion, a work unit cannot be operated satisfactorily under variable working hours, they will not be implemented in that unit.

Individual deviation from selected work schedules will require the supervisor's prior approval.

9.4 Hours of Work – Outside Head Office

Hours of work (including variable hours of work) in locations other than head office shall be negotiated by the Company and the Chief Steward of the Union.

Where in the Company's opinion, a work unit cannot be operated satisfactorily under variable working hours, they will not be implemented in that unit.

9.5 Hours of Work – Miscellaneous

The normal weekly hours of work shall be 40 for the following classifications and other similar categories as yet undefined:

Line Inspectors
Helicopter Pilots
Air Engineers

NOTE

Meal allowance will only apply when the employee has worked two hours beyond a normal eight-hour day.

10.0 SHIFT WORK

10.1 Shift Differential and Shift Work

It is recognized that from time to time it may be necessary, due to the nature of the Company's operations, to place certain weekly-salaried day working employees on shift work. Where this occurs, the following provisions will apply:

1. Shift work shall not be implemented for a period of three working days or less. If the working period is three days or less, the appropriate premium rate will be paid for the minimum three-day period.
2. The Company will provide 72 hours' (three calendar days) posted notice of the commencement and termination of a shift. Failure to provide such notice will require a penalty payment of premium rates for all changed hours of work within the notice period.
3. Such a placing on shift work shall not deprive an employee of his/her total number of normal scheduled weekly hours.
4. Revision to the work schedule shall provide for a minimum of 15 hours off between shifts. Failure to provide such time off will require the penalty payment for the first affected shift.
5. Shift differential shall apply to employees required to work on a three-shift schedule or a two-shift schedule and shall not apply for overtime hours.

6. Shift work will be scheduled on a Monday to Friday basis.
7. Work in excess of the total number of normal daily hours will be paid at the appropriate overtime rates.
8. The following shift differentials shall apply:
 - (a) Seventy cents per hour to employees scheduled to work between the hours of 1600 and 2400.
 - (b) One dollar per hour to employees scheduled to work between the hours of 0000 and 0800.
9. Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 07:00 and 18:00.

10.2 Shift Work – Microwave Alarm Centre Technicians

These employees shall be covered by the provisions of 10.1 except those listed below.

The following items as set out in Part D will not apply to the position of microwave attendant.

1. Section 9.1: Hours of Work – General
2. Section 9.2: Hours of Work – Specific
3. Section 9.4: Hours of Work – Outside Head Office
4. Section 10.1: Shift Differential and Shift Work
5. Section 11.3 number 4: Payment for Overtime
6. Section 11.4
7. Section 11.2: Minimum Payments – Overtime

The following provisions will also apply to the position of microwave alarm centre technician:

10.2.1 Hours of Work and Schedule Provisions

The content, preparation, posting and administration of shift schedules is the sole responsibility of the Company, the preference of the majority of attendants at each station for a particular basic type of schedule will be adopted. Such preferences will be made known to the Company prior to commencement of preparation of new schedule.

However, if in the Company's opinion, the efficiency of the station or the health of a technician could be detrimentally affected by the chosen schedule, then the Company will provide the Union (chief steward) with reasons or medical opinions why the desired schedule cannot be implemented.

The preference of individual technicians regarding vacation periods will be considered, providing such preferences are made known prior to commencement of preparation of new schedules.

1. A six-month regular schedule, averaging 40 hours per week, posted one month in advance, will be prepared and posted, indicating the days and hours of work (shift) for each employee. The design of the regular schedule shall provide for a minimum of 16 hours off between shifts.
2. Each employee shall have his/her time balance adjusted to zero at the end of the shift cycle nearest to April 30 and October 31. The actual date for striking the balance is to be indicated on the master schedule at the time of posting. Plus time balances shall be paid for at premium rate.

10.2.2 Schedule Alterations

A minimum of seven days' notice shall be given when an employee's hours of work, as shown on the schedule, are to be changed with the following exceptions:

1. Supernumerary hours of work may be changed within a calendar day to supply relief providing a minimum notice of 16 non-working hours is given before the start of the first affected shift. If sufficient notice cannot be provided, this change will not be made.
2. With a minimum of four days' notice, supernumerary days of work may be interchanged with scheduled days off for purposes of relief, meetings (excluding meetings involving the Union), interviews, short leaves of absence, familiarization trips, training programs and for additional help during heavy work load periods. If more than four weeks separates a scheduled supernumerary day from a scheduled day off or four days' notice cannot be given then these may not be interchanged.
3. In the case of illness, which would result in a staff shortage, four (4) days' advance notice will be given when placing an employee on shift.

10.2.3 Penalties

Failure to comply with the notice provisions set out in Subsection 10.2.1(1) and 10.2.2 above shall require the payment of appropriate premium rates until the notice period has elapsed.

NOTE

In the above revisions every effort will be made by the Company to maintain the minimum of 16 hours off between shifts. However, where it is necessary to do so and with the appropriate notice, less than 16 hours off between shifts may be scheduled. These short changes will be limited to two changes per employee for a posted master schedule.

10.2.4 Overtime Definitions

Prearranged Overtime: Work performed outside normal scheduled hours for which notification must be given a minimum of 48 hours in advance, for which time shall be counted from the time the employee reports at his/her headquarters until he/she finishes work at headquarters. In the case of failure to give 48 hours' notice such overtime shall be considered extension or emergency overtime and subject to provisions below.

Extension Overtime: Extension overtime covers work performed outside of normal scheduled hours as continuation or extension of the normal work period in order to complete necessary specific jobs during that work period and for which time shall be counted from normal quitting time until the employee finishes work less any assigned meal periods.

Emergency Overtime: Work outside normal scheduled hours for which there is no prearrangement, or which cannot be considered extension overtime. Such time will be counted from when the employee reports for work at the station until he/she finishes work at the station.

10.2.5 Minimum Payments

1. When minimum payments do not apply, one hour at straight time will be paid in lieu of time spent travelling.
2. All emergency overtime worked shall receive a minimum payment of four hours' straight time pay or the actual time worked at the appropriate overtime rate, whichever is the greater. Time shall be counted from the time the employee arrives at his/her regular work headquarters until he/she finishes work at that headquarters.
3. All prearranged work outside normal hours performed or reported for due to lack of notice of cancellation on a scheduled day of work shall receive a minimum of two hours' straight time pay or the actual time worked at the appropriate overtime rate, whichever is the greater.
4. All prearranged work performed or reported for due to lack of notice of cancellation on a scheduled day off shall receive a minimum of four hours'

straight time pay or the actual time worked at the appropriate overtime rate, whichever is the greater.

5. All prearranged overtime work cancelled within 48 hours of the designated work commencement time shall require payment of two hours at the basic rate to all affected employees.

10.2.6 Special Provisions Concerning Overtime

An employee who is required to work continuously for more than 16 hours shall be entitled to an eight-hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the overtime worked.

Should he/she be required to continue working beyond 16 hours he/she shall be paid two times his/her normal basic rate until an eight-hour rest period is granted.

10.2.7 Premium Payments

The computing of hourly rates for overtime shall be in accordance with the following:

The basic weekly rate of each employee's classification as set out in salary schedule 20, without any increments, premiums or bonuses, shall be divided by 40.

10.2.7.1 Unscheduled Work

As per Part D Item 11.3(1) and (2), paragraphs 1 and 2.

10.2.7.2 Scheduled Work

One and one-half times the employee's basic rate shall be paid for all hours worked on Saturday, Sunday and statutory holidays which occur Monday to Friday inclusive.

Two times the employee's basic rate shall be paid for all hours worked on a statutory holiday which occurs on Saturday.

NOTE

These employees shall receive entitlement for the same number of statutory holidays as Monday-Friday, day-working, weekly-salaried employees. Therefore, when a statutory holiday falls on a Saturday, statutory holiday credit shall not apply.

10.2.8 Shift Differential

A shift differential of 70 cents per hour shall be paid to employees who are scheduled to work between the hours of 1600 and 2400.

A shift differential of 1 dollar per hour shall be paid to employees who are scheduled to work between the hours of 0000 to 0800. Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 0700 and 1800.

The appropriate shift differential shall be paid for the first eight hours of each scheduled shift on any regular scheduled day of work and shall not apply for any overtime hours. When premium time is involved for payment for shift work, the premium rate shall be computed on the standard basic rate, excluding shift differential.

10.3 Shift Work – CADS Personnel

The provisions of this Agreement shall apply to those employees hired after April 1, 1980 and designated by the Company as being required to work shift work to operate the Computer Aided Drafting System (CADS).

1. Employees hired prior to April 1, 1980 will have their day status protected until such time as they apply for and are accepted to a position requiring shift work. Every effort will be made to provide these employees with exposure to CADS work during day hours.
2. Future vacancy notices will identify whether or not shift work is a requirement. The number of shift positions which will be advertised will not exceed that required for the economic utilization of the terminals. Shift positions will be comprised of intermediate, senior and design draftspersons.
3. Applicants to advertised vacancies will not be denied promotion due to the lack of opportunity for training on CADS equipment.
4. Employees who are selected to vacancies which are identified as requiring shift work will be subject to the provisions of this Agreement.
5. Day status employees may volunteer for a trial period of shift work after which time they may either apply for a shift position when vacant or retain their day status as in 1. above.

The provisions of Part 'D' (Weekly-Salaried) of the Collective Agreement shall apply with the exception of:

1. Section 9.2: Hours of Work – Specific
2. Section 10.1: Shift Differential and Shift Work

The following items will apply to the employees working with the CADS:

10.3.1 Hours of Work – Day Work

Employees as defined in this Agreement, may be required to work on “day work”. Day work may include assignments to conventional drafting or to CADS equipment. When employees are transferred to or from day work a minimum of seven days’ notice shall be given. When working day work the provisions of Part ‘D’ (Weekly-Salaried) shall apply.

10.3.2 Working Conditions – Shift

10.3.2.1 Work Schedules

Although the content, preparation, posting and administration of shift schedules is the sole responsibility of the Company, the preference of the majority of shift workers for a particular basic type of schedule will be adopted, provided it meets the requirements of the Company for effective operation of the system.

A shift schedule covering a nine week period will be posted a minimum of 14 days before its effective date. The schedule will show the days, hours of work (shifts) for each employee.

For purposes of this Agreement, the shift schedule shall be comprised of an afternoon and/or night shift in addition to day work. The shift rotation guidelines shall permit an employee to remain on one specific shift for a maximum period of three consecutive weeks without rotation. Assignments to day work are not subject to this limitation.

The design of the schedule will provide for a minimum of 14 hours off between shifts.

10.3.2.2 Hours of Work – Specific

The normal hours of work will be seven hours per day, 35 per week on a Monday to Friday basis.

The shift work hours shall be as follows:

1. Afternoon – 1630 – 2330 hours
2. Night – 0000 – 0700 hours

10.3.3 A minimum of seven days’ notice shall be given when an employee’s hours of work as shown on the schedule are to be changed.

In the case of illness, which would result in a staff shortage, four (4) days’ advance notice will be given when placing an employee on shift.

10.3.4 Failure to comply with the notice provisions set out in Section 10.3(1) and (3) of this Agreement shall require the payment of appropriate premium rates for all full shifts worked until the notice period has elapsed.

10.3.5 Shift Differential

A shift differential of 70 cents per hour shall be paid to employees who work scheduled hours between 1630 and 2330.

A shift differential of 1 dollar per hour shall be paid to employees who work scheduled hours between 0000 and 0700. Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between 0700 and 1800.

The appropriate shift differential shall be paid for the scheduled shift on any regular scheduled day of work and shall not apply for any overtime hours. When premium time is involved for payment for shift work, the premium rate shall be computed on the standard basic rate, excluding shift differential.

10.3.6 Shift work will not be scheduled on statutory holidays Monday to Friday.

10.4 Shift Work – Technical Staff (Instructor)

10.4.1 Applicability

This section covers the following classification: Instructor.

10.4.2 Intent

The intent of this section is to provide a framework within which employees in the above named classifications may be assigned to shift work on a Monday to Friday basis for limited periods of time. The “limited period” is to be less than three months in each year for each employee unless the employee involved specifically consents to an extension.

10.4.3 Implementation

When shift work is required, management will solicit preferences for shift work from the employees in the required classifications. If employees with the required skill, knowledge, experience, etc., indicate a preference for shift work, management will select from among these employees. If insufficient qualified volunteers are available, management will assign the shift work to qualified employees, endeavouring to minimize personal inconvenience.

10.4.4 Duration of Shift Hours

The employees who may be required to work shifts under this section include both 35 and 40 hour per week positions. They will work a time balanced schedule.

Forty hour per week employees when assigned to shift work will work the same hours as regular shift workers on shift.

Thirty-five hour per week employees when assigned to shift work will normally work seven-hour shifts. This may, at management’s discretion, be increased to eight-hour shifts.

10.4.5 Special Provisions When on Shift

1. Shift work shall not be implemented for a period of three working days or less. If the working period is three days or less, the appropriate premium rate will be paid for the minimum three-day period.
2. The Company will provide 72 hours' (three calendar days) posted notice of the commencement and termination of a shift. Failure to provide such notice will require a penalty payment of premium rates for all changed hours of work within the notice period.
3. Such a placing on shift work shall not deprive an employee of his/her total number of normally scheduled weekly hours.
4. Revision to the work schedule shall provide for a minimum of 15 hours off between shifts. Failure to provide such time off will require the penalty payment for the first affected shift.
5. Shift differential shall apply to employees required to work on a three-shift schedule or a two-shift schedule and shall not apply for overtime hours. Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between 0700 and 1800.
6. Work in excess of the total number of normal daily hours will be paid at the appropriate overtime rates.

10.4.6 Deleted Provisions When on Shift

When an individual is assigned a shift and the provisions of 10.4.5 are in effect, the following provisions of Part 'D' will not apply:

1. Section 9.1: Hours of Work – General
2. Section 9.2: Hours of Work – Specific
3. Section 9.4: Hours of Work – Outside Head Office

11.0 OVERTIME PROVISIONS

Due to the nature of the Company operations, some employees will be required to work overtime. Overtime will be minimized and managed within the limits of corporate effectiveness and customer impact. In recognition of employee well-being and inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees.

11.1 Overtime Definitions

Overtime: Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours, and is therefore, subject to compensation at premium rates.

Prearranged Overtime: Work performed outside the normal scheduled hours for which notification must be given a minimum of 24 hours in advance (21 hours for computer sub-branch shift working employees). Time shall be counted from the time the employee reports for work until the employee finishes work. Where this advance notice is not given, overtime shall be considered as emergency overtime.

Emergency Overtime: Work performed outside the normal scheduled hours which is neither prearranged nor extension overtime. Time shall be counted from the time the employee reports for work until the employee finishes work.

Extension Overtime: Work performed outside the normal scheduled hours as an extension of the normal scheduled hours/shift (either immediately preceding or following the normal scheduled hours/shift). Time shall be counted from the time the employee reports for work until normal starting time or from normal quitting time until the employee finishes work. Extension overtime will not be used for controllers/dispatchers/trainees where coverage is required for a complete shift and a controller/dispatcher/trainee is available.

11.2 Minimum Payments

All Part 'D' weekly-salaried employees who are called out to work overtime with or without notice shall receive the following:

When minimum payments apply no travel allowance will be paid.

1. All prearranged overtime performed or reported for due to lack of notice of cancellation, Monday to Friday inclusive, shall receive a minimum of two hours at straight time or the actual time worked at the appropriate premium rates, whichever is the greater.
2. All prearranged overtime cancelled with 48 hours of the designated time of work commencement shall require payment of two hours at straight time.
3. All prearranged overtime performed or reported for due to lack of notice of cancellation on Saturdays, Sundays and statutory holidays shall receive a minimum payment of four hours at straight time or the actual time worked at the appropriate premium rates, whichever is the greater.
4. This shall not apply where the overtime period commences on a Saturday, Sunday or statutory holiday, as part of a longer overtime period continuing into the next calendar day.
5. All emergency overtime work shall receive a minimum payment of four hours at straight time or the actual time worked at the appropriate premium rate, whichever is the greater, providing short emergency calls are not repeated within one hour of the completion of a previous call for which the four-hour minimum was paid.

If the call-out occurs less than two hours before the commencement of normal starting time, the minimum will not apply and the appropriate premium rate will be paid continuously from the call-out time until normal starting time.

6. Minimum payments will not apply to concrete inspectors required to work up to two and one-half hours overtime on Friday unless an extra trip to work is required.

11.3 Premium Payments

Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours, and is therefore, subject to compensation at premium rates.

Premium payment for overtime shall be as follows:

1. Two times the employee's basic rate shall be paid for:
 - All work performed after normal quitting time, Monday to Friday inclusive *or* on an unscheduled day of work.
 - All work performed on Saturday, Sunday and statutory holidays which occur Monday to Friday.
2. Overtime rates shall be computed by dividing the employee's basic weekly salary by his/her normal weekly hours of work.
3. Helicopter pilots and line maintenance supervisors (helicopters) whose hours of work are dependent upon weather conditions and other variables inherent in the nature of their jobs do not, except as noted below, receive payment in money for overtime. Compensation for overtime worked shall be made in the form of time off with pay. This time off shall be determined on the basis of **two (2) hours off** for each hour worked after normal quitting time or on Saturdays, Sundays and Statutory Holidays time off shall be at two hours for each hour worked. Time off will be at a time convenient to the Company and the employee. The Company may assign time off to reduce the overtime bank up to twelve (12) days (8 hours per day) per employee per calendar year. Any balance beyond twelve (12) days (8 hours per day) shall be paid at the appropriate rate on the next pay period after April 30th and August 31st. The equivalent time off shall reach a zero balance during the month of December each year.

In the event that this is not accomplished, all outstanding overtime as of December 31 shall be paid for at the appropriate rates. When it is accomplished, any further occurrence of overtime between the date of zero balance and December 31 will be subject to accumulation if necessary and considered for the following year.

11.4 Special Provisions Concerning Overtime

1. In order to alleviate excessive inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees. Where employees feel they have been assigned abnormal amounts of overtime, consideration of such cases shall be considered fit matter for discussion at local level.
2. The Company agrees to control excessive authorized overtime by restricting actual overtime to not more than 12 hours per week, excluding travelling time. Under extraordinary circumstances, the Union will consider waiving the restrictive features of this clause.
3. A travelling allowance up to a maximum of one hour shall be paid at the appropriate overtime rate when an employee is called in to work overtime and an extra trip is involved. See also Section 11.2.
4. Because an employee was required to work overtime or because he/she lost time in changing shifts, he/she shall not be prevented from working his/her total number of normal daily hours in any normal scheduled day of work. If the employee cannot be supplied with the work required to make up the normal daily hours of work in that day, his/her pay shall be adjusted to provide a minimum of his /her normal weekly hours of work.
5. If an employee who has worked overtime and is physically capable and the group of which he/she is ordinarily a member is at work, he/she shall not be deprived of the opportunity of working his/her normal scheduled hours in addition to the overtime he/she may have worked.
6. An employee who has accumulated overtime hours shall receive this in earnings, calculated at the appropriate premium rate and cannot be required to take time off in lieu of payment.
7. An employee who is required to work continuously for more than 16 hours or an employee who accumulates 16 hours of working time in any 24 hour period shall be entitled to an eight-hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work, he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the overtime worked.

Should he/she be required to continue working beyond 16 hours he/she shall be paid two times his/her normal basic rate until an eight-hour rest period is granted. Should an employee be released before 16 hours have elapsed,

he/she will not be entitled to an eight-hour rest period, and his/her right to continue work at straight time will be governed by Section 11.4(5).

8. An employee on day work who is required to work 4 but less than 6 accumulative overtime hours between the hours of 2300 and 0700 shall be entitled to a 4 hour rest period.
9. An employee on day work who is required to work 6 or greater accumulative overtime hours between the hours of 2300 and 0700 shall be entitled to an 8 hour rest period.
10. If the rest period in 8 and 9 above extends into the employee's normal scheduled hours of work, he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. Should the employee be required to continue working during normal scheduled hours, the employee shall be paid at two times his/her normal basic rate until the rest period is granted.

None of the provisions of Subsections 11.4(1), (2), (4), (5) and (6) is applicable to employees referred to in Section 9.1(4).

11.5 Overtime – Regular Part-Time and Temporary Part-Time Employees

Overtime is defined as:

- (a) Hours worked which are in excess of the normal daily hours of the classification. The premium payment for such work is **two** times the employee's basic rate for all work performed after the normal quitting time of the classification

and/or
- (b) Hours worked in excess of 24 in a week. The premium payment for such work is **two times**.

and/or
- (c) Unscheduled hours worked on Saturday and Sunday. The premium payment for unscheduled hours worked on Saturday and Sunday is two times the employee's basic rate.

11.6 Equivalent Time Off Without Pay

See Part 'A' Section 10.2

11.7 Overtime – Marketing and Audio, Visual, Writing and Graphic Design Services

Employees identified in Part D Section 9.1(4) and Audio, Visual, Writing and Graphic Design Services employees shall be paid for all overtime work performed in accordance with Section 11.3.

Employees identified in Part D Part A Section 9.1(4) and Audio, Visual, Writing and Graphic Design Services employees who, by the nature of their jobs, are required to make public, business or trade contacts outside normal hours may, where mutually agreed between the employee and the supervisor, take time off in lieu of payment for overtime. Where it is agreed that time off in lieu will be taken, such time will be credited on a premium basis in the same manner as would apply if payment had been made. Such time off must be arranged within a two-month period following the date overtime was worked. If this cannot be arranged within the two-month period, payment shall be made.

TIME ENTITLEMENT – INFORMATION MANAGEMENT FACILITIES

	Monday to Friday	Saturday	Sunday	Statutory Holiday Monday to Friday	Statutory Holiday Saturday
Scheduled Hours of Work	Straight Time	Straight Time	Time and one-half	Time and one-half plus statutory holiday credit	Time and one-half
Non-Scheduled Hours of Work	<i>Double Time</i>	Double Time	Double Time	Double time plus statutory holiday credit	Double Time
Scheduled Day Off	No Entitlement	No Entitlement	No Entitlement	Statutory Holiday Credit	No Entitlement

TIME ENTITLEMENT – MICROWAVE ALARM CENTRE TECHNICIANS

	Monday to Friday	Saturday	Sunday	Statutory Holiday Monday to Friday	Statutory Holiday Saturday
Scheduled Hours of Work	Straight Time	Time and one-half	Time and one-half	Time and one-half plus statutory holiday credit	Double Time
Non-Scheduled Hours of Work	<i>Double Time</i>	Double Time	Double Time	Double time plus statutory holiday credit	Double Time
Scheduled Day Off	No Entitlement	No Entitlement	No Entitlement	Statutory Holiday Credit	No Entitlement

**HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 20
CLERICAL/TECHNICAL/TECHNOLOGIST
WEEKLY DOLLARS**

GRADE	STEP 1	STEP 2	STEP 3
68	2,324.39	2,398.58	2,472.76
67	2,192.83	2,262.82	2,332.80
66	2,068.91	2,134.94	2,200.97
65	1,952.26	2,014.56	2,076.87
64	1,842.32	1,901.11	1,959.91
63	1,738.83	1,794.33	1,849.82
62	1,641.41	1,693.79	1,746.18
61	1,549.63	1,599.08	1,648.54
60	1,463.19	1,509.88	1,556.58
59	1,381.82	1,425.92	1,470.02
58	1,301.25	1,342.78	1,384.31
57	1,225.51	1,264.62	1,303.73
56	1,154.08	1,190.91	1,227.74
55	1,086.85	1,121.53	1,156.22
54	1,023.55	1,056.21	1,088.88
53	963.91	994.68	1,025.44
52	907.80	936.77	965.74
51	854.88	882.17	909.45

This schedule is applicable to positions established as having a 35, 37-1/2, or 40-hour basic work week.

NOTE: All progressions shall be in accordance with Item 3 of Part A.

Hydro One Labour Relations
Effective: April 1-2018

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 21
BARGAINED RATE – WEEKLY SALARIED POSITIONS
WEEKLY DOLLARS

GRADE	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
LIBRARIANS							
02	Librarian	1,638.00	1,680.00	1,773.00	1,804.00		
HELICOPTER POSITIONS							
21	Air Engineer	1,893.13	1,933.23	1,969.33	2,005.43		
22	Helicopter Pilot	2,520.01	2,639.32	2,776.08	2,909.94		
24	Helicopter Maintenance Inspector	2,085.80	2,124.79	2,165.94			
AUDIO-VISUAL, WRITING AND GRAPHIC DESIGN SERVICES							
33	Editorial Assistant	1,292.15	1,384.45	1,478.34	1,591.32		
34	Artist	1,370.62	1,519.29	1,647.59	1,777.93	1,906.24	2,036.58
41	Assistant Environment Specialist	1,712.28	1,819.30	1,926.32	2,033.33	2,140.35	

Librarians, Grades 02 are rounded to the nearest whole dollar.

All progressions shall be in accordance with Item 3 of Part A.

Hydro One Labour Relations
 Effective: April 1-2018

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 86
UNDERGRADUATE UNIVERSITY, COMMUNITY COLLEGE
AND ASSOCIATED CO-OP PROGRAMS
WEEKLY DOLLARS

GRADE	TITLE	STEP 1	STEP 2	STEP 3	STEP 4		
COMMUNITY COLLEGE STUDENTS		1st year	2nd year	3rd year			
21	Group 2 – Community College and Polytechnical	798.06	892.01	984.49			
		1st or 2nd Term	3rd Term	4th Term	5th Term		
22	Group 3 – Community College and Polytechnical Co-Op Programs	798.06	844.27	938.28	984.49		
UNIVERSITY STUDENTS		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
		1st year	2nd year	3rd year	4th year		
31	Group 4 – University	833.52	984.49	1,136.98	1,287.98		
		1st or 2nd Term	3rd Term	4th Term	5th Term	6th Term	7th Term
		4 or 8 mo	12 mo	16 mo	20 mo	24 mo	28 mo
32	Group 5 – University Co-Op Programs	833.52	908.97	1,061.50	1,136.98	1,212.52	1,287.98

NOTES:

1. This schedule is applicable to positions established as having a 35, 37-1/2, or 40-hour basic work week.
2. Appropriate experience (other than previous summer work) can justify a higher rate than the academic year of the student in question.
3. Students will normally be required to join the PWU within 15 days.
4. The grade and corresponding rate paid to the student is based on the academic term that the student has successfully completed, rather than actual work activities. The exceptions are:
 - 4.1 Students who are hired into an hourly-rated position will be paid the applicable hourly rate.
 - 4.2 When a student is placed in a Clerical-Technical position for which a wage or salary grade has been established, the student shall be paid the rate for that position.
5. Allowance will be paid to a summer student in accordance with the normal practice for the setting in which the student works.

Hydro One Labour
 Relations
 Effective: April 1-2018

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 87
SUMMER STUDENTS
WEEKLY DOLLARS

<u>GRADE</u>		<u>STEP 1</u>
01	1st year of employment	647.09
02	2nd year of employment	700.98

Hydro One Labour Relations
Effective: April 1-2018

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 20
CLERICAL/TECHNICAL/TECHNOLOGIST
WEEKLY DOLLARS

GRADE	STEP 1	STEP 2	STEP 3
68	2,370.89	2,446.55	2,522.22
67	2,236.69	2,308.08	2,379.46
66	2,110.29	2,177.64	2,244.99
65	1,991.31	2,054.86	2,118.41
64	1,879.16	1,939.14	1,999.11
63	1,773.61	1,830.22	1,886.82
62	1,674.23	1,727.67	1,781.10
61	1,580.62	1,631.06	1,681.51
60	1,492.45	1,540.08	1,587.71
59	1,409.45	1,454.44	1,499.42
58	1,327.28	1,369.64	1,412.00
57	1,250.01	1,289.91	1,329.80
56	1,177.15	1,214.72	1,252.29
55	1,108.58	1,143.96	1,179.34
54	1,044.02	1,077.34	1,110.66
53	983.19	1,014.57	1,045.95
52	925.95	955.50	985.05
51	871.98	899.81	927.64

This schedule is applicable to positions established as having a 35, 37-1/2, or 40-hour basic work week.

NOTE: All progressions shall be in accordance with Item 3 of Part A.

Hydro One Labour Relations
 Effective: April 1-2019

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 21
BARGAINED RATE – WEEKLY SALARIED POSITIONS
WEEKLY DOLLARS

GRADE	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
LIBRARIANS							
02	Librarian	1,671.00	1,713.00	1,809.00	1,840.00		
HELICOPTER POSITIONS							
21	Air Engineer	1,930.99	1,971.90	2,008.72	2,045.54		
22	Helicopter Pilot	2,570.41	2,692.10	2,831.61	2,968.14		
24	Helicopter Maintenance Inspector	2,127.52	2,167.28	2,209.26			
AUDIO-VISUAL, WRITING AND GRAPHIC DESIGN SERVICES							
33	Editorial Assistant	1,318.00	1,412.14	1,507.91	1,623.15		
34	Artist	1,398.03	1,549.67	1,680.54	1,813.49	1,944.36	2,077.31
41	Assistant Environment Specialist	1,746.53	1,855.69	1,964.84	2,074.00	2,183.16	

Librarians, Grades 02 are rounded to the nearest whole dollar.

All progressions shall be in accordance with Item 3 of Part A.

Hydro One Labour Relations
 Effective: April 1-2019

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 86
UNDERGRADUATE UNIVERSITY, COMMUNITY COLLEGE
AND ASSOCIATED CO-OP PROGRAMS
WEEKLY DOLLARS

GRADE	TITLE	STEP 1	STEP 2	STEP 3	STEP 4		
COMMUNITY COLLEGE STUDENTS		1st year	2nd year	3rd year			
21	Group 2 – Community College and Polytechnical	814.02	909.85	1,004.18			
		1st or 2nd Term	3rd Term	4th Term	5th Term		
22	Group 3 – Community College and Polytechnical Co-Op Programs	814.02	861.16	957.05	1,004.18		
UNIVERSITY STUDENTS		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
		1st year	2nd year	3rd year	4th year		
31	Group 4 – University	850.19	1,004.18	1,159.72	1,313.74		
		1st or 2nd Term	3rd Term	4th Term	5th Term	6th Term	7th Term
		4 or 8 mo	12 mo	16 mo	20 mo	24 mo	28 mo
32	Group 5 – University Co-Op Programs	850.19	927.15	1,082.73	1,159.72	1,236.77	1,313.74

NOTES:

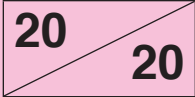
1. This schedule is applicable to positions established as having a 35, 37-1/2, or 40-hour basic work week.
2. Appropriate experience (other than previous summer work) can justify a higher rate than the academic year of the student in question.
3. Students will normally be required to join the PWU within 15 days.
4. The grade and corresponding rate paid to the student is based on the academic term that the student has successfully completed, rather than actual work activities. The exceptions are:
 - 4.1 Students who are hired into an hourly-rated position will be paid the applicable hourly rate.
 - 4.2 When a student is placed in a Clerical-Technical position for which a wage or salary grade has been established, the student shall be paid the rate for that position.
5. Allowance will be paid to a summer student in accordance with the normal practice for the setting in which the student works.

Hydro One Labour
 Relations
 Effective: April 1-2019

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 87
SUMMER STUDENTS
WEEKLY DOLLARS

<u>GRADE</u>		<u>STEP 1</u>
01	1st year of employment	660.03
02	2nd year of employment	715.00

Hydro One Labour Relations
Effective: April 1-2019



**HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 20
CLERICAL/TECHNICAL/TECHNOLOGIST
WEEKLY DOLLARS**

GRADE	STEP 1	STEP 2	STEP 3
68	2,385.11	2,461.23	2,537.35
67	2,250.12	2,321.93	2,393.74
66	2,122.95	2,190.71	2,258.46
65	2,003.25	2,067.19	2,131.12
64	1,890.43	1,950.77	2,011.10
63	1,784.25	1,841.20	1,898.14
62	1,684.28	1,738.04	1,791.79
61	1,590.10	1,640.85	1,691.60
60	1,501.41	1,549.32	1,597.24
59	1,417.91	1,463.17	1,508.42
58	1,335.24	1,377.86	1,420.47
57	1,257.51	1,297.65	1,337.78
56	1,184.21	1,222.01	1,259.80
55	1,115.23	1,150.83	1,186.42
54	1,050.28	1,083.80	1,117.32
53	989.10	1,020.66	1,052.23
52	931.50	961.23	990.96
51	877.22	905.21	933.21

This schedule is applicable to positions established as having a 35, 37-1/2, or 40-hour basic work week.

NOTE: All progressions shall be in accordance with Item 3 of Part A.

Hydro One Labour Relations
Effective: January 1-2020

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 21
BARGAINED RATE – WEEKLY SALARIED POSITIONS
WEEKLY DOLLARS

GRADE	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
LIBRARIANS							
02	Librarian	1,681.00	1,723.00	1,820.00	1,851.00		
HELICOPTER POSITIONS							
21	Air Engineer	1,942.57	1,983.73	2,020.77	2,057.81		
22	Helicopter Pilot	2,585.83	2,708.26	2,848.60	2,985.95		
24	Helicopter Maintenance Inspector	2,140.29	2,180.29	2,222.52			
AUDIO-VISUAL, WRITING AND GRAPHIC DESIGN SERVICES							
33	Editorial Assistant	1,325.91	1,420.61	1,516.95	1,632.89		
34	Artist	1,406.42	1,558.97	1,690.62	1,824.37	1,956.02	2,089.77
41	Assistant Environment Specialist	1,757.01	1,866.82	1,976.63	2,086.45	2,196.26	

Librarians, Grades 02 are rounded to the nearest whole dollar.

All progressions shall be in accordance with Item 3 of Part A.

Hydro One Labour Relations
 Effective: January 1-2020

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 86
UNDERGRADUATE UNIVERSITY, COMMUNITY COLLEGE
AND ASSOCIATED CO-OP PROGRAMS
WEEKLY DOLLARS

GRADE	TITLE	STEP 1	STEP 2	STEP 3	STEP 4		
COMMUNITY COLLEGE STUDENTS		1st year	2nd year	3rd year			
21	Group 2 – Community College and Polytechnical	818.90	915.31	1,010.21			
		1st or 2nd Term	3rd Term	4th Term	5th Term		
22	Group 3 – Community College and Polytechnical Co-Op Programs	818.90	866.33	962.79	1,010.21		
UNIVERSITY STUDENTS		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
		1st year	2nd year	3rd year	4th year		
31	Group 4 – University	855.29	1,010.21	1,166.68	1,321.62		
		1st or 2nd Term	3rd Term	4th Term	5th Term	6th Term	7th Term
		4 or 8 mo	12 mo	16 mo	20 mo	24 mo	28 mo
32	Group 5 – University Co-Op Programs	855.29	932.71	1,089.23	1,166.68	1,244.19	1,321.62

NOTES:

1. This schedule is applicable to positions established as having a 35, 37-1/2, or 40-hour basic work week.
2. Appropriate experience (other than previous summer work) can justify a higher rate than the academic year of the student in question.
3. Students will normally be required to join the PWU within 15 days.
4. The grade and corresponding rate paid to the student is based on the academic term that the student has successfully completed, rather than actual work activities. The exceptions are:
 - 4.1 Students who are hired into an hourly-rated position will be paid the applicable hourly rate.
 - 4.2 When a student is placed in a Clerical-Technical position for which a wage or salary grade has been established, the student shall be paid the rate for that position.
5. Allowance will be paid to a summer student in accordance with the normal practice for the setting in which the student works.

Hydro One Labour
 Relations
 Effective: January 1-2020

**HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 87
SUMMER STUDENTS
WEEKLY DOLLARS**

<u>GRADE</u>		<u>STEP 1</u>
01	1st year of employment	663.99
02	2nd year of employment	719.29

Hydro One Labour Relations
Effective: January 1-2020

Notes

APPENDIX “A”

**for Construction and
Supplementary Maintenance**

made and entered into

BETWEEN

**HYDRO ONE INC.
(the “Employer”)**

and

**POWER WORKERS’ UNION (PWU)
(hereinafter called the “Union”)**

Index

Hydro One Inc./ Power Workers' Union Appendix

	Title	Page
Section 1	Preamble.....	AP-3
Section 2	Scope of Agreement.....	AP-3
Section 3	Mid-Term Agreement.....	AP-5
Section 4	Work Assignment.....	AP-5
Section 5	Union Rights and Representatives.....	AP-5
Section 6	Employee Designation.....	AP-7
Section 7	Union Security.....	AP-9
Section 8	Employment Practices/Hiring.....	AP-9
Section 9	Hours of Work.....	AP-16
Section 10	Wages and Pay Procedure.....	AP-20
Section 11	Union and Benefit Funds.....	AP-23
Section 12	Travel and Room and Board Allowance.....	AP-24
Section 13	Tools and Clothing.....	AP-29
Section 14	Grievances and Arbitrations.....	AP-31
Section 15	Committees.....	AP-32
Section 16	Lunchroom Facilities.....	AP-33
Section 17	Pregnancy/Parental/Adoption Leaves.....	AP-33
Section 18	Selection to Vacancies.....	AP-34
	Principles Related to Apprenticeship Program.....	AP-35
	Tool List.....	AP-36
	Letters of Understanding.....	AP-38
	Salary Schedule.....	AP-41 to AP-52

SECTION 1 PREAMBLE

100

WHEREAS the Union, as defined in the covering page of this Collective Agreement, has in its membership competent, skilled and qualified workers to perform the work coming within scope of this agreement; and

WHEREAS Hydro One Inc. and the Union desire to mutually establish and stabilize wages, hours and working conditions for all employees of Hydro One Inc. performing construction and supplementary maintenance work and further, to encourage closer co-operation and understanding between Hydro One Inc. and the Union to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

NOW THEREFORE, The Company and the Union mutually agree that the working conditions as set out below shall be applicable to these employees of Hydro One Inc.

SECTION 2 SCOPE OF AGREEMENT

200

- A. Hydro One Inc. recognizes the Union as the sole bargaining agent for all employees who perform construction and maintenance work save and except that work which is performed by other unions within the scope clauses of their current Collective Agreements with Hydro One Inc.

- B. This section applies to all work as defined in A. above save and except that work which is performed by PWU regular employees as defined in the main agreement and shall include the following classifications:
 - Electrician Journeyperson including senior forepersons, forepersons and sub-forepersons
 - Electrician Apprentice
 - Electrical Forester – Journeyperson including senior foreperson, forepersons and sub-forepersons
 - Electrical Forester – Apprentice
 - Electrical Forester – Skidder Operator, including senior foreperson, forepersons and sub-forepersons
 - Electrical Forester – Labourer including senior foreperson, forepersons and sub-forepersons
 - Linemen (formerly lineman) including senior forepersons, forepersons and sub-forepersons
 - Line Apprentice

- Communication Electrician including senior foreperson, forepersons and sub-forepersons
- Mechanical Trades Persons including senior foreperson, forepersons and sub-forepersons
- Mechanical Trade Apprentice
- Civil Trade Apprentice
- Civil Trades Persons including senior forepersons, forepersons and sub-forepersons
- General Helper
- Meter Reader
- Meter Reader ‘B’
- Stockkeeper
- Operator 1, 2, 3
- Meter Reader Data Collector
- Cable Splicer
- Protection and Control Technologist
- Civil Uncertified – Lines
- Civil Uncertified – Stations Services

Such other classifications subsequently agreed to by the parties.

An employee of any classification required to operate vehicles or work equipment shall have a current license as required by provincial legislation.

Additional Classifications:

On the request of the Hydro One Inc. Vice President Labour Relations, or the PWU Sector Vice President, the parties will meet to discuss the merits of adding any new classifications.

The parties will consider adding a classification when:

1. Work is required in the classification and,
2. Regular employees are not available to perform the work and,
3. The work is not ongoing in nature.

Nothing in this clause limits the current right of Hydro One Inc. to hire temporary employees in those classifications not included in Appendix “A”.

- C. The Union recognizes Hydro One Inc. as the exclusive Employer agency for this Agreement, and in all matters pertaining to the administration of this Agreement.

- D. The term “employee” refers to all casual employees of the Employer in the classifications as set out in Item B above.
- E. A sub-foreperson is an individual who exercises some supervisory responsibility and may use the tools of the trade.
- F. The term “Employer” shall mean Hydro One Inc.

201

- A. This Agreement shall be deemed to include any additional Appendix and/or wage schedule added, as the said appendices and/or wage schedules may be revised by Hydro One Inc. and the Union by mutual agreement, from time to time.

202

Geographic Jurisdiction

- A. The jurisdiction of the Union is all of Hydro One Inc.

SECTION 3 MID-TERM AGREEMENT

302

- A. This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto.

SECTION 4 WORK ASSIGNMENT

400

- A. No Construction and/or supplementary maintenance work for Network Services shall be contracted or subcontracted except where Network Services does not normally perform the work of the Mechanical and/or Civil Trades, such work may be contracted or subcontracted.
- B. Hydro One Inc. will provide notice to the Union as far in advance as possible of all new work coming under the scope of this Appendix and all related contracted or subcontracted work.
- C. The jurisdiction of the Union shall be as described in Section 2 of this Appendix.
- D. The jurisdiction of each classification shall be established by the Union.

SECTION 5 UNION RIGHTS AND REPRESENTATIVES

501

- A. The Union will designate Union representatives as Accredited Union Representatives to handle the day-to-day administration of this Agreement. The Union will notify Hydro One Inc. Management 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 work locations. Upon entering the work location, such representatives after identifying themselves to the Hydro One Inc. representative will be free to observe the progress and conduct of the work and to conduct normal Union business associated with the administration of this Collective Agreement. The Union undertakes that these representatives will not unduly interfere in any way with said work.

502

- A. The Union reserves the right to appoint or remove any Steward or Senior Steward on any work site where workers are employed under the terms of this Agreement. If a Steward is transferred to another worksite, and they will continue to be recognized as a Steward unless there is another Steward on that site. In such cases, the transferred Steward will not be recognized unless the Employer is notified by the Union.
- B. The Hydro One Inc. Representative shall be notified in writing when a Steward or Senior Steward is appointed and when such Stewards cease to act as Stewards.
- C. The Steward will be responsible for his/her regularly assigned work on behalf of his/her Employer.
- D. Such Stewards shall be allowed sufficient time to see that the provisions of this Agreement are observed.
- E. No Steward shall be discriminated against by the Employer because of the performance of their duties as a Steward.
- F. Provided he/she is qualified to do the work, a Steward who is working at a worksite where overtime is being worked shall be given the first opportunity to work on that overtime work.

Provided he/she is qualified to do the work, a Steward who is working in a work group where overtime is being worked on Saturdays, Sundays or Recognized Holidays shall be given the first opportunity to work.
- G. Where appropriate as decided by the Union and where more than one Steward is required, one Steward shall be appointed Senior Steward.
- H. The Senior Steward, providing he/she is qualified to perform the work, shall not have their employment terminated or

be transferred without the consent of the Accredited Union Representative until as near as possible to the completion of the job, unless with just cause. Where an Employer has only one Steward appointed for a job, such Steward will receive the same consideration given a Senior Steward as noted above.

I. The Employer shall notify the Union prior to transferring a Steward to another Superintendent.

503

A. Any worker acting as the designated or certified Health & Safety representative or alternate as defined by the Occupational Health & Safety Act shall be treated the same as Senior Stewards for purposes of layoff. Providing he/she is qualified to perform the remaining work, the designated certified Health & Safety representative or certified alternate shall be the last to be laid off prior to the Senior Steward.

B. If management feels that any Health and Safety representative is not discharging his/her health and safety duties in a manner that follows the intent and spirit of the legislation, the Employer may refer the issue to the Joint Committee referred to in Section 15 for resolution. If the matter cannot be resolved by the Joint Committee, the grievance procedure may be invoked.

SECTION 6 EMPLOYEE DESIGNATION

600

A. It is understood that senior forepersons, forepersons and sub-forepersons hold responsible positions in the relationship between the Employer and the Union. Both parties agree that every effort should be made to recruit and retain senior forepersons, forepersons and sub-forepersons who have a high degree of efficiency in the performance of their jobs and in the handling of their workers. Recognizing the responsibilities involved in performing supervisory duties and being a member of the Union, the Employer and the Union will make every effort to minimize problems that may arise which concern the relationship between the foreperson, senior forepersons and sub-forepersons, the Employer, and the Union.

B. The parties recognize the responsibilities of senior forepersons and forepersons to discharge their supervisory duties. If the Union feels that the senior foreperson and foreperson is not discharging his/her supervisory duties in a manner that is fair and equitable, or if an Employer feels that the Union is

interfering with the senior foreperson or foreperson in the performance of his/her supervisory duties, the Employer or the Union may refer the problem to the Joint Committee referred to in Section 15 – Committees, Subsection 1500 – Joint Committee, for resolution. If the matter cannot be resolved by the Joint Committee, the grievance procedure may be invoked by either party.

- C. The selection of forepersons will be the responsibility of the Employer and done by name hiring from Union members. When making appointments to the foreperson and subforeperson levels, the Employer will give consideration to those PWU members presently employed pursuant to this Appendix however this does not create an obligation to make an appointment of a foreperson from these employees. The retention of forepersons will be the exclusive right of the Employers.
- D. Such forepersons and subforepersons shall be members of the PWU and shall register at the Union Office be issued with clearance cards. If clearance has not been provided within three (3) working days the Employer may proceed with the employment of the foreperson unless the employee's Union dues are in arrears.
- E. In the interest of efficiency and productivity, the Employer shall have the right to move forepersons and sub-forepersons from worksite to worksite.
- F. The senior forepersons differential shall be fifteen (15) percent above the journeyperson rate differential as set out in the existing wage schedule. The senior foreperson has responsibilities over and above the forepersons e.g., multiple crews. The foreperson's differential shall be twelve (12) percent above the journeyperson rate differential as set out in the existing wage schedules. The sub-foreperson's differential shall be six (6) percent above the journeyperson rate differential as set out in the existing wage schedules. The rates of pay for all forepersons and subforepersons covered by this Agreement will be set forth in the current wage schedules. Hydro One Inc. will provide the Union with current wage schedules.
- G. PWU members acting as a General Foreperson for periods of less than three (3) months shall be members of the Union.

- H. Persons appointed to foreperson and senior forepersons positions will be provided supervisory training, prior to appointment, when possible.
- I. Forepersons may be required to work the tools when the crew size is five (5) or less including the foreperson.
- J. Employees employed under this Appendix shall work in separate crews with separate Union Supervision unless mutually agreed upon otherwise by Management and the PWU Sector Vice President.

SECTION 7 UNION SECURITY

700

- A. All employees falling under the scope of this agreement will be members or will apply for membership in the PWU within fifteen (15) calendar days, and will maintain such membership in good standing in the Union as a condition of employment. The Employer will cooperate with the Union but bears no responsibility for policing membership status.

SECTION 8 EMPLOYMENT PRACTICES/HIRING

800

- A. A contact person will be designated by Hydro One Inc. for the purpose of co-ordinating employment as specified in this Section.
- B. Hydro One Inc. and the Union will exchange the names of their representatives who will be responsible for co-operating in the referral and employment of reliable and competent Union members.
- C. Hydro One Inc. will notify the Union of future staffing requirements for all employees coming within the scope of this Agreement.
- D. The Union will co-operate with the Employer and advise the Hydro One Inc. contact person of the name, address and telephone number of those being referred as soon as it is known and before the employee commences work.
- E. The Union will review the job description and Physical Demands Analysis (PDA) with potential employees prior to referral to Hydro One Inc. The employee will be expected to sign off the job description and PDA on hire.

F. The Union will direct members to provide, at hiring, all applicable licenses and certificates. In addition, upon hire, all referrals who are members of and/or referred by the Labourers Internal Union of North America (LIUNA) must provide proof of standard Safety, First Aid, CPR & AED training in the same manner as outlined in the EPSCA/LIUNA OPDC MOA/ Collective Agreement.

801

A. The employment of workers shall be carried out on the following basis and sequence:

(i) Such workers shall not be employed unless they are in possession of a clearance card from the Union office.

(ii) If the Union is unable to furnish appropriately qualified or certified members or non-member (permit holders) workers to the Employer within three (3) working days of the time the Union office receives the request for workers (excepting Saturdays, Sundays, and Holidays), the Employer shall be afforded the right to employ workers (permit holders) as are available. The Union will issue clearance cards to workers hired in these circumstances. Non-members referred in this situation will be considered permit holders and the Union will notify the Employer when permit holders are referred.

Permit holders by classification may be replaced by Union members after three (3) working days' notice to the Employer but in no case until such permit holders have worked a minimum of one (1) month.

802

A. When unable to proceed with work, an Employer may elect to either layoff or standoff part or all of his/her crew. The Employer shall provide the Union with the names and classifications of affected employees within a reasonable amount of time.

In all cases of layoff the Employer shall layoff its employees within the classification in the following sequence:

(i) permit holders;

(ii) Union members;

B. The purpose of this Section is to ensure fair and equitable treatment of employees in the event of reductions in the work force while, at the same time, allowing the Employer to direct and deploy the work force. Nothing in this Section restricts the Employer's right to transfer employees to meet work demands.

- (i) The retention of employees who are members of the Union and covered by this Agreement in the Employer's service shall be governed by this Section.
- (ii) For the purposes of this Section, there shall be the following classifications of employees:
 - Electrician Journeyman including senior foreperson, forepersons and sub-forepersons
 - Electrician Apprentice
 - Electrical Forester – Journeyman including senior foreperson, forepersons and sub-forepersons
 - Electrical Forester – Apprentice
 - Electrical Forester – Skidder Operator, including senior foreperson, forepersons and sub-forepersons
 - Electrical Forester – Labourer including senior foreperson, forepersons and sub-forepersons
 - Linepersons (formerly lineman) including senior foreperson, forepersons and sub-forepersons
 - Line Apprentice
 - Communication Electrician including senior foreperson, forepersons and sub-forepersons
 - Mechanical Trades Persons including senior foreperson, forepersons and sub-forepersons
 - Mechanical Trade Apprentice
 - Civil Trade Apprentice
 - Civil Trades Persons including senior foreperson, forepersons and sub-forepersons
 - General Helper
 - Meter Reader
 - Meter Reader 'B'
 - Stockkeeper
 - Operator 1, 2, 3
 - Meter Reader Data Collector
 - Cable Splicer
 - Protection and Control Technologist
 - Civil Uncertified – Lines
 - Civil Uncertified – Stations Services

Such other classifications subsequently agreed to by the parties in Section 2.

- (iii) Employees to be retained must have the necessary qualifications skills and ability to satisfactorily perform the work to be done.

- (iv) Seniority as used in this Section is based on the employee's Established Commencement Date (ECD).
- (v) In the event of a reduction of staff (excluding standoffs) and subject to (iii) and (iv) above, employees who are not members of Union shall be laid off prior to employees who are members of Union. Employees who are not members of Union shall not be subject to the conditions contained in (vi) below.
- (vi) Subject to (iii) and (iv) above, the following conditions shall apply:
 - (a) In the event of a reduction of staff (excluding standoffs), the Employer will identify which of the classifications listed in (ii) will be affected.
 - (b) In the event of a reduction of staff (excluding standoffs), employment retention by seniority shall be as follows:

0 to (9) months	No Seniority
Nine (9) months to (5) years	Seniority by Geographic Territory (Southwestern, Central, Eastern, Northeastern & Northwestern)
Over five (5) years	Seniority Province Wide

* When relocating employees as a result of the application of this Section, the Employer shall provide transportation or pay the equivalent of the cost of public transportation or mileage, whichever is deemed appropriate by the Employer, for the initial trip to the new work location from the employee's most recent work location. The Employer shall also pay travelling time at the appropriate straight-time rate up to a maximum of eight (8) hours per day.

- (vii) In cases involving reduction of staff, an employee will not lose their service credit unless he/she has a break in service of greater than six (6) months. An employee terminated for any of the following reasons will not lose

their service credit unless he/she has a break in service of greater than three (3) months:

- (a) voluntary termination;
- (b) layoff necessitated by refusal to accept a transfer resulting from the implementation of the Seniority Clause.

For discharge for cause the employee will immediately lose their service credit.

C. Standoff

- (i) Standoff is a mechanism to be utilized for short durations by the Employer, when work is delayed e.g., spring breakup (1/2 load season) material shortages, outages and release of scheduled work. The standoff process is not intended to circumvent the Layoff procedure.
- (ii) If the Employer elects standoff, it reserves the right to standoff its employees including stewards without pay up to a maximum of fifteen (15) consecutive working days. No daily travel or room and board allowance will be paid to an employee for a standoff period. Senior stewards shall only be placed on standoff when all others in the work group are on standoff.
- (iii) If standoff continues beyond fifteen (15) consecutive working days, an employee, at his/her option, may elect to remain on standoff up to a maximum of 45 days or be removed from standoff at anytime during that 45 days.
- (iv) An employee who elects to remain on standoff shall be issued a Record of Employment Form indicating “standoff – lack of work” dating back to his/her first day on standoff.
- (v) If an employee elects layoff, it shall be carried out in accordance with the terms of Subsection 802, Item A and B. Where appropriate, an employee laid off will be issued a Record of Employment Form indicating “layoff – shortage of work” dating back to his/her first day on standoff.
- (vi) No employee shall be placed on standoff more than twice annually, in a calendar year (January 1st to December 31st), unless additional standoff(s) is agreed to by the employee.

- (vii) Notwithstanding the limitations to the duration of standoff in this Section, the Employer and the PWU Sector Vice President may agree to longer standoff duration to accommodate snow conditions that restrict the access to the work.

803

A. Transfer of Employees

- (i) The Employer reserves the right to transfer employees to meet its needs, having regard for the special requirements of the work. The Employer shall provide transportation or pay the cost of public transportation or pay mileage at \$.45 per kilometer whichever is deemed appropriate by the Employer, for the initial trip to the new work location from the employee's most recent work location. The Employer shall also pay travelling time at the appropriate straight-time rate up to a maximum of eight (8) hours per day.
- (ii) The Employer will make every reasonable effort to transfer employees as near as possible to their regular residence as the work permits.
- (iii) Employees who are receiving subsistence allowance shall be notified of all potential transfers or layoffs no later than Thursday of the previous week.

B. Transfer Line Work

- (i) When making decisions regarding the transfer of individual employees or crews for line work, the Employer shall adhere to the transfer process detailed in subsections C and D, subject to the following exclusions from application:
 - (a) Transfers within a Superintendent's jurisdiction.
 - (b) Individual employees and crews with specialized skills.
 - (c) Forepersons.
 - (d) Apprentice in conjunction with the mandate of the Joint Apprenticeship Council on transfers.

C. Individual Transfers

- (i) Prior to implementing any transfers of individual employees for line work, the Employer shall identify the work location requiring additional staff and the work location with staff available for transfer. The

Employer shall first attempt to satisfy a requirement for additional staff by considering any outstanding requests for transfers which are on file and requesting volunteers from the work location with available staff.

- (ii) If there is an insufficient number of volunteers to meet requirements, the Employer shall request additional volunteers from the “Work Group” covering the above work location.
- (iii) Volunteers from the appropriate classification will be transferred to meet requirements.
- (iv) If after soliciting volunteers through steps (i) and (ii) there are still insufficient volunteers, then the most junior person in the appropriate classification within the “Work Group” will be transferred.

D. Crew Transfers

- (i) Crew transfers to another work group will be of a temporary nature and last no more than six (6) weeks in duration. Subject to the approval by the Union, crew transfers may be extended beyond six (6) weeks in duration.
- (ii) Prior to selecting the crew(s) to transfer for line work, the Employer will identify the location requiring the additional crew(s) and the work location having the available crew(s) for transfer.

E. Transfer for Other Than Line Work

- (i) When making decisions regarding the transfer of employees for other than line work the Employer shall adhere to the transfer process detailed in subsection (ii), subject to the following exclusions from application:
 - (a) Transfers within a Superintendent’s jurisdiction.
 - (b) Individual employees with specialized skills.
 - (c) Foreperson.
 - (d) Apprentices in conjunction with the mandate of the Joint Apprenticeship Council on transfers.
- (ii) Transfers
 - (a) Prior to implementing any transfers for other than line work, the Employer shall identify the

work location requiring additional staff and the Superintendent with staff available for transfer. The Employer shall first attempt to satisfy a requirement for additional staff by considering requests for transfers from volunteers.

- (b) If there is an insufficient number of volunteers to meet requirements, the Employer will select the most junior person in the appropriate classification under the Superintendent to be transferred.
- (c) Exception: When the Superintendent has responsibility for an unusually large geographic area, the work group may be split into sub-groups by mutual agreement of the parties and the Employer will transfer the most junior person from the appropriate classification within the “sub group”. It is agreed that the current geographic area of the Superintendent in the North falls under this exception rule.

F. The Employer reserves the right to transfer employees between all construction sectors to meet its needs.

804

A. The designated certified Health & Safety Representative and certified Health & Safety alternate, Joint Health & Safety Committee members, Health & Safety Representatives, and Union Safety Representative shall be excluded from the transfer provisions. These individuals will be transferred by joint agreement of the Superintendent and the Accredited Union Representative based on the overall health, safety and efficiency needs of both parties.

SECTION 9 HOURS OF WORK

900

A. The normal weekly hours of work for all employees of Employers covered by this Agreement shall be forty (40).

The weekly hours shall be:

- (i) worked in five (5) days of eight (8) hours each, Monday to Friday inclusive, or
- (ii) the weekly hours of work (Monday to Friday inclusive) for all employees may be arrived at by having the employees work four (4) consecutive ten-hour shifts

or by having the employees work five (5) consecutive eight-hour shifts. Weekly hours will be established for a minimum period of thirty (30) days. Fifteen (15) days written notice shall be sent to the local Union prior to a change in weekly hours. The notice period may be reduced with unanimous agreement of the affected crew.

- 901 The normal daily hours, as provided for in Subsection 900, Item A, are to be worked between 7:00 am and 6:00 pm.
- 902 A. (i) For employees working normal hours on a five (5) day work week, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, for each half shift worked.
- (ii) For employees working normal hours on a four (4) day work week, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, for each half shift worked.
- B. 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.
- C. For employees working overtime, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, after each two (2) hours of overtime worked.
- D. A thirty (30) minute lunch break shall be provided at a time established by the Employer.
- 903 A. An employee who reports for work, unless directed not to report the previous day by the Employer, shall receive a minimum of two (2) hours pay plus the appropriate daily travel or board allowance at the applicable rate when he/she reports for work but is unable to commence or continue to work because of circumstances beyond his/her control. An employee will not receive this allowance if unable to complete the shift as a result of inclement weather.
- B. Notwithstanding Subsection 903, Item A above, when an Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee, in such cases, employees will be compensated for the actual time worked plus applicable travel or board allowance.

- 904
- A. An employee who reports for work at the beginning of a shift and is unable to commence work due to inclement weather will receive pay for one half of the scheduled shift at the applicable rate. To qualify, the employee must remain at a protected place or area as designated by the Employer for one half of the scheduled shift unless excused by an authorized representative of the Employer.
 - B. An employee who reports for and commences work but is unable to continue work due to inclement weather shall receive pay for one half of the scheduled shift at the applicable rate of pay for the actual time worked for that shift, whichever is greater.
 - C. An employee in receipt of inclement weather pay shall also receive travel or board allowance if applicable.
- 905
- A. The holidays recognized under this Agreement are:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
 - B. 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.
- 906
- A. When working an eight (8) hour day on a five (5) day per week work schedule, overtime shall be paid at 1-1/2 times their straight time rate for all work performed during the first two (2) hours after normal quitting time.

When working a ten (10) hour day on a four (4) day per week work schedule, overtime shall be paid at 1-1/2 times the straight time rate for all work performed during the first two (2) hours after normal quitting time.

Employees who work in excess of twenty-four (24) hours continuously will continue to be paid premium rate for all additional hours worked until such time as the employee receives an eight (8) hour break from work.

All other hours worked outside the normal daily scheduled hours and overtime worked on Saturday, Sunday, Recognized Holidays and non-shift days shall be paid at two (2) times the straight time rate.

- B. When an employee has not been notified the previous day that he/she will be required to work for more than two (2) hours beyond the normal quitting time of his/her shift, and after approximately two (2) hours has been worked, he/she shall be provided with a lunch and allowed thirty (30) minutes to consume same at the base hourly rate of pay. After each additional four (4) hours is worked, the employee shall be allowed thirty (30) minutes to eat at the base hourly rate of pay and a lunch when work is required beyond that four (4) hour period.

Where an employee has been notified the previous day, no lunch will be provided, but the employee will be allowed thirty (30) minutes to eat at the base hourly rate of pay.

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 and Recognized Holidays.

907

- A. When an employee is called in to work outside of his/her normal hours of work, he/she shall receive a minimum of two (2) hours work at two (2) times the straight time rate plus travel allowance where applicable.
- B. If the employee's normal hours of work commence within this two (2) hour period, the employee will be paid two (2) times the straight time rate for the actual hours worked and revert to his/her normal rate at the commencement of his/her normal hours of work.

908

- A. (i) Shift work may be established on all work except tower erection and stringing operations provided that there are at least four (4) consecutive days of shifts to be worked excluding Saturdays, Sundays and Recognized Holidays.
- (ii) Where shift work is established, the normal shift hours shall be the same as the day hours.

(iii) The normal starting time for day shift hours shall be the same as the day work hours described in Subsection 901.

(iv) The second shift hours shall commence with the conclusion of the day shift hours.

B. (i) Employees required to work shift work on the second shift of a two-shift operation shall receive a shift differential of time and one-seventh for normal scheduled shift hours worked. 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 had not be reassigned, up to a maximum of four (4) days of shift differential.

(ii) No employee shall be required to work more than one shift in any twenty-four (24) hour period unless the overtime rate is paid.

(iii) The shift rate will be based on the day in which the shift begins.

909 A. It may be necessary from time to time to vary the hours of work established in Subsections 901 and 908. Any amendments to the hours of work will be established by mutual agreement between Hydro One Inc. and the Union.

910 A. Annual unpaid entitlement vacation shall be twenty (20) working days and in special circumstances, upon agreement of the Union and the Employer additional vacation may be granted providing work scheduling will permit. All vacation will be taken with the approval of the Employer and approval shall not be unreasonably denied.

SECTION 10 WAGES AND PAY PROCEDURE

1000 A. Wage rates for employees in the classifications listed in Subsection 200, Item B, of this Agreement shall be as set forth in the current wage schedules. Hydro One Inc. will provide the Union with current wage schedules.

B. Wage rates for all classifications listed in Sub-section 200, Item B of this Agreement, excluding acting general forepersons, senior forepersons, forepersons and sub-forepersons (see

section 600 F & G), will be drawn up in accordance with the following Table of Relationships. This table indicates the relationship to be maintained between the basic classifications within the bargaining unit. Changes in basic classification wage rates shall be accompanied by changes in the subsidiary classification wage rates in accordance with the percentages shown in the table. Base Rate is calculated by subtracting Vacation and Statutory Holiday pay, the Pension remittance and the Welfare remittance from the Total Wage Package for non-Civil Certified Trades. The Total Wage Package for non-Civil Certified Trades shall be \$50.47.

Table of Relationships

<u>Classification</u>	<u>Percent of *Base Rate</u>
Certified Trade 5 year Apprenticeship (other than Civil Trades)	
– Journeyperson	*100
– Apprentice	
5th period	80
4th period	70
3rd period	60
2nd period	50
1st period	40
Certified Trade 4 year Apprenticeship (other than Civil Trades)	
– Journeyperson	*100
– Apprentice	
4th period	80
3rd period	70
2nd period	60
1st period	50
Certified Civil Trade e.g. Carpenters, Painters, Insulators, Asbestos Workers, Plasterers, Cement Masons and Operators which have an Apprenticeship Program will be paid at ninety-five (95) percent of base rate for Journeyperson Lineperson. Apprenticeship rates are based on this rate.	
Welder	100
Electrical Forester/Stockkeeper	85

<u>Classification</u>	<u>Percent of *Base Rate</u>
– Apprentice (Apprentice rates are based on Electrical Forester rate.)	
4th period	80
3rd period	70
2nd period	60
1st period	50
Electrical Forester (Skidder Operator)	70
Electrical Forester (Labourer)	55
General Helper	55
Civil Trades (No Apprenticeship)	85
Meter Reader	68

1001

A. Normal

- (i) 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.
- (ii) Wages shall be paid by the Employer at the work location, before quitting time, in cash or by cheque, payable at par in the locality of the work location. Accompanying each payment of wages shall be a statement, in writing, which can be retained by the employee, setting forth:
 - (a) the period of time or the work for which the wages are being paid;
 - (b) the rate of wages to which the employee is entitled;
 - (c) the amount of wages to which the employee is entitled;
 - (d) the amount of each deduction from the wages of the employee and the purpose for which each deduction is made;
 - (e) any allowance or other payment to which the employee is entitled;

- (f) the amount of vacation pay for which the employee is being credited;
 - (g) the amount of recognized holiday pay for which the employee is being credited; and
 - (h) the net amount of money being paid to the employee.
- (iii) In cases where inclement weather is declared on pay day, employees will receive their pay before leaving the work location provided it is available at the work location.
- B. On Termination
- (i) An employee who voluntarily terminates their employment will be provided final pay direct deposited on the next regular pay day for the period worked.
 - (ii) At work locations where the Employer does not have an on-site pay office, an employee will have final pay direct deposited and his/her Record of Employment information sent electronically to Service Canada eight (8) working days from termination. This does not preclude an employee being paid his/her final pay at the work location prior to the expiration of the eight-day period.
 - (iii) An employee who is discharged shall be provided with his/her final pay immediately if the Employer's pay facilities are at the work locations or as per Item B (ii) above, if the Employer's pay facilities are not at the work location.
 - (iv) Failure of the Employer to comply with the requirements in Clause 1001 B (I), (ii) and (iii) will entitle the employee to two (2) hours at the straight time rate for each normal work day of non-compliance.

SECTION 11 UNION AND BENEFIT FUNDS

1100

- A. The Employer agrees to deduct from the total wage package above and pay into an operative welfare plan for all hours earned. Such welfare payments will be set forth in the wage schedules provided by Hydro One Inc.

- B. The Employer agrees to deduct from the total wage package and pay into an operative retirement plan an amount of money per hour to be determined by the Union for all hours earned. Such pension payments will be set forth in the wage schedules provided by Hydro One Inc.
- 1101 A. The vacation and recognized holiday pay rate shall be ten (10) percent of vacationable gross earnings. The vacation pay rate shall be four (4) percent and the recognized holiday pay rate shall be six (6) percent.
- B. Payment of vacation and recognized holiday pay shall be made weekly.
- 1102 A. The Employer agrees to deduct Union Funds from wages and to remit the amounts deducted to the Union. The amounts to be deducted and remitted will be as set out in the wage schedules attached hereto.
- B. A checkoff system of Union initiation fees and dues will be made operative for the lifetime of this Agreement. The Employer will supply full check-off lists of employees subject to checkoff at regular intervals and agrees to collect monthly for the Union dues payable to the Union. The Employer will transmit the monies so collected to the designated officials of the Union. The Union will indemnify the Employer for any liability arising from the deduction of initiation fees and dues as requested by the Union.
- C. The Employer shall put into effect any changes to Union funds or dues upon notification by the Union.
- D. The Employer will arrange for each worker falling under the jurisdiction of the Union to sign a Union dues checkoff authorization as a condition of employment at the time he/she is employed.

SECTION 12 TRAVEL AND ROOM AND BOARD ALLOWANCE

1200 Daily Travel Allowance

- A. The daily travel allowance will be paid by the Employer to its employees who are not living in camp or receiving a subsistence allowance as referred to in Subsection 1201, on the following basis:

- (i) If an employee lives within 40 radius kilometers of the work location or declared assembly point * no travel allowance will be paid.
 - (ii) If an employee lives within 40-56 radius kilometers of the work location or declared assembly point they shall receive \$26.37 per day travel allowance for each day worked or reported for.
 - (iii) If an employee lives within 56 to 80 radius kilometers of the work location or declared assembly point they shall receive \$31.53 per day travel allowance for each day worked or reported for.
 - (iv) If an employee lives within 80-97 radius kilometers of the work location or declared assembly point they shall receive \$36.67 per day travel allowance for each day worked or reported for.
 - (v) If an employee lives greater than 97 radius kilometers from the work location or declared assembly point, and does not qualify for subsistence allowance under Subsection 1201 below, they shall receive \$41.48 per day travel allowance for each day worked or reported for provided the employee continues to travel greater than 97 radius kilometers daily.
- * For the purpose of this Section, “declared assembly point” is a material yard, field office or other location that may from time to time be designated by the Employer as a location for assembling prior to leaving for the work location.
- (vi) 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 distance of these straight lines shall be applied to the ring concept to establish the employee’s travel allowance entitlement, board allowance entitlement and initial and return allowance entitlement.
 - (vii) A natural barrier is defined as any obstruction or impediment which creates an unreasonable relationship between radius kilometres and actual kilometres travelled.

A joint team, made up of one Union representative and one Management representative will review situations where employees feel the relationship between radius kilometres and actual kilometres travelled is unreasonable and decide the issue without prejudice or precedent.

- B. 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.

1201

Room and Board Allowance (Subsistence)

- A. The following conditions will apply for employees whose regular residence* is more than 97 radius kilometres from the work location or declared assembly point:

- (i) An Employer may supply either:
- (a) free room and board in camp or a good standard of board and lodging; or
 - (b) a subsistence allowance; or

* For the purpose of this Section “regular residence”:

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/she 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 obtains temporary accommodation for that work location.
3. For metropolitan areas (Toronto and Hamilton) the calculation of distance shall be 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/her self-contained domestic establishment will apply.

(ii) An employee may exercise his/her option not to stay in a camp or accept free room and board. An employee who exercises this option shall receive a subsistence allowance as follows:

(a) When an employee's regular residence is more than 97 radius kilometres from the work location, or declared assembly point which is north of the French River and the employee maintains temporary accommodations at or near the work location or declared assembly point the employee shall be paid a subsistence allowance of \$107.43 per day for each day worked or reported for.

South of the French River an employee will be paid \$100.26 per day for each day worked or reported for.

(b) When an employee's residence is more than 450 kilometres from the work location and the employee is working a four (4) day by ten (10) hour per day shift, the employee will be paid one (1) additional day's subsistence allowance.

B. An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Subsection 1200 and Subsection 1201, Item A above, when such employee reports for work but does not remain at work for his/her scheduled daily hours unless excused by an authorized representative of his/her Employer. Such permission shall not be unreasonably denied.

C. Upon application, payment of Room and Board/Travel Allowance will be issued for the first two pay periods. Failure to provide satisfactory proof of eligibility during this period, will result in cessation of payments and the recovery in two equal amounts. In the event of termination for any reason before full recovery, any balance owing will be deducted from the final pay.

1202

Travel Time

- A. The Employer will supply transportation between the assembly points and work locations.
- B. All travel time will be outside of normal working hours.
- C. On normal working days an employee will be paid his/her straight-time rate for all time spent travelling from his/her assembly point to his/her work location.
- D. On Saturdays, Sundays and Recognized Holidays identified in Subsection 905 A, B and C, an employee will be paid his/her premium rate for all time spent travelling from his/her assembly point to his/her work location.
- E. An employee will travel up to a maximum of one (1) hour on his/her own time when returning from the work location to the assembly point.
 - (i) On normal working days an employee will be paid straight-time rate for all time spent travelling in excess of one (1) hour.
 - (ii) On Saturdays, Sundays and Recognized Holidays identified in Subsection 905 A, B and C an employee will be paid premium rate for all time spent travelling in excess of one (1) hour.

1203

Initial and Return Travel and Transportation

- A. On recruitment of workers who live beyond 161 radius kilometres from the work location, the Employer shall pay **\$.45** per radius kilometre, plus travel time based on one hour's pay for each 80 kilometres, or part thereof, of travel to a maximum of 8 hours pay for the initial trip to the work location from where the worker lives. On recruitment of workers who live outside Ontario, the distance calculation for this allowance shall be from where the worker lives or the Union Referral Hall, whichever is closer.
- B. To qualify for payment in Item A, the employee must be engaged in work for a minimum of fifteen (15) working days or the duration of the job, whichever is less.
- C. On termination of employment due to a reduction of staff, an employee qualified for payment as a result of Item B above, shall be entitled to return travel expenses calculated in the

same manner as in Items A above for the return trip from the current work location to where the worker lives. An employee whose employment terminates for any reason other than reduction of staff shall not be eligible for return payment.

- D. At the end of each three (3) months of continuous employment at a work site where the employee resides in a camp or a camp situation, he/she shall receive eight (8) hours pay at his/her appropriate straight time rate to assist in defraying costs of returning home.

1204

Use of Personal Vehicle

- A. An employee who is requested or receives approval from an authorized representative of his/her Employer to use his/her personal vehicle for the convenience of his/her Employer shall be reimbursed at \$.45 per kilometre travelled for such use of his/her vehicle.

SECTION 13 TOOLS AND CLOTHING

1300

- A. Employees shall be required to provide themselves with the ordinary hand tools of the trade as specified in the attached tool listing*. The Employer will provide insofar as is practical, separate facilities for storing the tools, but shall not be held responsible for losses, except as noted hereunder.
 - (i) When personal tools valued in excess of \$15.00 are lost due to fire, the Employer will consider replacement or payment value to a maximum of \$500.00 based on the merit of tools that a tradesperson is required to have to perform their normal duties with the Employer.
 - (ii) The Employer agrees to compensate employees for tools lost by theft, as supported by claims submitted in writing with substantiating evidence to establish theft resulting from forcible entry to locked storage provided by the Employer to a maximum of \$500.00.
 - (iii) In the event of a loss by fire at a work location, 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.
 - (iv) In the event of a loss by fire at an Employer operated camp, replacement or payment of the full estimated

value in excess of \$15.00 but not exceeding \$750.00 for the loss of personal clothing will be made.

- B. Employees who have obtained tools from the Employer's tool crib shall be allowed sufficient time, in the opinion of Management, to return such tools to the tool crib during working hours. Employees receiving tools from such tool crib shall be held responsible for the return of such tools in good condition, subject to normal wear and tear. On layoff or standoff, employees will be allowed reasonable time to return tools.
- C. Gang tools which are issued to a foreperson are used by one or more members of the crew. Such tools are not identified on trade tools lists, nor are then the tools and equipment identified in A. and B. of this section. Such tools shall be the responsibility of the Employer.
- D. Employees eligible for payment under A. above shall be reimbursed within ten (10) working days after the date of submitting a claim.

1301

- A. Employees are required to wear protective clothing and use protective equipment appropriate for the work being done. The Employer shall supply employees working in close proximity to obvious fire hazards (i.e., open flames) with flame resistant coveralls. Refer to Mid-Term Agreement MT-61 for terms and conditions for the provision of Flame and Arc Resistant Clothing.
- B. The Employer will supply protective clothing including gloves, high visibility clothing, rainwear and coveralls where appropriate at no cost to the employee. Protective clothing that is provided by the Employer will be charged out to an employee and the employee shall be responsible for the return of such protective clothing and equipment upon completion of the work involved.
- C. Employees shall supply themselves with, and wear at all times on the job, an approved safety helmet and safety footwear. ***Apprentices will receive \$150.00 per calendar year for approved safety footwear.***

When an Employer wishes an employee to wear a specifically identified safety helmet, the Employer shall provide it on loan, complete with a new liner.

SECTION 14 GRIEVANCES AND ARBITRATIONS

1400

- (a) Hydro One Inc. shall appoint employees beyond the jurisdiction of the Union to act as contact supervisor. Each contact supervisor shall be responsible for giving or securing a decision on any grievance submitted to him/her by a Union representative on behalf of any employee or group of employees under his/her supervisor. Grievances will be referred to the contact supervisor within 30 days of the discovery of the event giving rise to the grievance. If a satisfactory decision is not made by the contact supervisor within 48 hours, the Union representative may, within 30 days, refer the grievance to arbitration.

Employees shall be entitled to Union representation at any disciplinary meeting.

- (b) The referral to arbitration shall be made to one of the following single arbitrators on a rotating basis:
- (i) Jules Bloch
 - (ii) Rob Herman
 - (iii) Louisa Davie
 - (iv) Jesse Nyman**
 - (v) Eli Gedalof**
- (c) The arbitrator shall set a hearing date to take place within ten (10) working days of the date of the referral and shall render a decision on the case within 30 days of the completion of the hearing of the matter. The parties agree that they will facilitate to the greatest extent possible the expeditious completion of the hearing process.
- (d) The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall not have jurisdiction to alter or overrule this agreement or to make any decision inconsistent with this agreement.
- (e) The arbitrator shall have all the power and authority of an arbitrator under Section 48 of the Labour Relations Act, 1995.
- (f) Maintenance of normal earnings shall be provided by Hydro One Inc. for all Union representatives, attending at the grievance process, including the arbitration hearing. Arbitrator costs will be shared.

SECTION 15 COMMITTEES

1500

Joint Committee

- A. To advance harmonious relations between Hydro One Inc. and the Union, Hydro One Inc. and the Union shall appoint a Joint Committee comprised of two (2) PWU and two (2) Management as appointed by the parties.

The Committee shall meet at least annually to review the work program and matters associated with the administration of this Appendix with the intent of achieving uniformity of application of this Appendix wherever employees are working. The Committee may also consider matters related to safety.

1501

Joint Apprenticeship Committees (subject to the attached letter “Principles Related to Apprenticeship Program”, related Committee Agreements, and Certificate of Qualification requirements.)

- A. A Joint Apprenticeship Council (JAC) shall be established and shall meet on a regular basis. This Council shall consist of an equal number of members of the Union and representatives of the Employer. Where applicable, a representative of the Apprenticeship Branch of the Ontario Government may also be appointed as an advisor to the regular Council members.
- B. The JAC shall be responsible for the establishment and maintenance of the apprenticeship training programs, as well as adopting operating rules and conditions with respect thereto which are complementary to and in keeping with the intent of the Apprenticeship and Trades Qualification Act RSO 1970 as amended.
- C. Apprentices shall be hired by the Employer, as and when required, from a pool of qualified apprentices established by the JAC in accordance with the procedures established under the JAC Terms of Reference.
- D. All apprentices shall be governed by the Ontario Apprenticeship and Trades Qualification Act and Regulations but the ratio of apprentices to Journeypersons may be set from time to time by the Joint Committee.
- E. In order to expedite the Apprentice’s entrance into Journeyperson status, the following policy shall apply:

- (i) The Apprentice must apply to the Apprenticeship Branch to write his/her examination as soon as possible after he/she has reached his/her total hours, less 300.
 - (ii) The Apprentice will give the JAC two weeks notice that he/she is going to write his/her examination.
 - (iii) After writing the examination, the Apprentice will check his/her hours in his/her Progress Record Book, with the JAC.
 - (iv) The Employer will commence paying the Journey person's rate of pay the day after the Apprentice completes his/her hours and providing the following conditions have been met:
 - (a) The Employer is satisfied that the Apprentice has completed his/her hours. If there is a question concerning the completion of hours, confirmation will be supplied by the JAC and/or the Union; and,
 - (b) The Employer is shown written proof of Certification from the Apprenticeship Branch, or has verbal confirmation from the JAC and/or the Union; and,
 - (c) The Apprentice has passed his/ her examination for his/her Certification of Qualification (C of Q).
- F. In the event that an Apprentice fails his/her examination for his/her C of Q, he/she will be paid the journey person rate of pay from the day he/she passes any future examinations.
- G. Where the JAC is unable to reach an agreement on any matter concerning apprenticeship, the issue shall be referred to the Joint Committee for their decision.

SECTION 16 LUNCHROOM AND WASHROOM FACILITIES

1600

Lunchroom Facilities

- A. The Employer will provide clean and adequately heated facilities for employees where such facilities may reasonably be provided. Lunchroom facilities are to include adequate space with tables and benches and are to be separated from storage areas. Washroom facilities are to include flush toilets and hot and cold running water where reasonable and practicable.

SECTION 17 PREGNANCY/PARENTAL/ADOPTION LEAVES

1700

- A. Provisions of the Employment Standards Act will apply to a pregnant employee. In addition, an employee's seniority will accumulate while on leave provided this does not affect the normal date of layoff.

SECTION 18 SELECTION TO VACANCIES

PWU represented members who have performed work for Hydro One Inc. pursuant to this Appendix will be entitled to apply to regular positions within Hydro One Inc. for which they are qualified and will be selected on the basis of seniority.

Seniority for the purposes of applying to regular positions will be calculated on the basis of accumulated service with the Hydro One Inc. gained through this Appendix.

Employees in receipt of a Hydro One Inc. pension are not eligible for selection to Vacancies.

Dated at Toronto this _____ day of _____ 1998.

FOR: Hydro One Inc.

FOR: POWER WORKERS' UNION

Principles Related to Apprenticeship Program

The parties agree to establish an apprenticeship program recognizing that the apprenticeship program should be structured to best support the Hydro One Inc. requirements, the Apprentice and the requirements of the Trades Qualification Act.

The parties agree that the following principles should be accepted when developing the apprenticeship program:

- PWU Apprentices will be acquired through the provisions of the Appendix to the Hydro One Agreement.
- The Apprenticeship Program will be managed by the Joint Councils outlined in the Appendix to the Hydro One Agreement.
- Apprentices will be assigned to regular work crews and to casual work crews for the purposes of their training program.
- When Apprentices are doing work on an assigned basis with regular work crews, these crews will not be considered as composite crews. In this circumstance the non-monetary provisions of the Main Agreement apply as well as the meal provisions contained in Part B, Item 18.2 and Mid-Term Agreement MT-61, as well as the rest period provisions outlined in Part B Item 22.4.4.
- The administration of the Apprentice Program will be funded by the Employer and operated from the Union Office.

The parties further agree that a committee would be established comprised of two (2) representatives from Hydro One Inc. and two (2) representatives from the Union to meet and develop the procedures to be followed on the Apprenticeship Program.

Appendix A – TOOL LIST

All journeypersons electricians are required to have the following tools:

- 1 Centre punch
- 1 1/2" Cold Chisel
- 1 Half-round File
- 1 Ball Peen Hammer
- 1 Adjustable Hacksaw Frame
- 1 Knife
- 1 Medium Level
- 5 Prs of Pliers – 8" Sidecutters, Diagonal, Longnose and 2 pairs of Channellock
- 6 Screwdrivers, Robertson and Standard Types
- 1 6" Square or Combination Square
- 1 6' Folding Wood Rule
- 1 Small Tap Wrench
- 1 Tool Box
- 1 Tool Pouch and belt for hand tools

Lineperson Tool List

- 1 Tool Box and lock
- 1 Ball Peen Hammer
- 1 Jackknife or Stripping Knife
- 1 9" Pliers
- 1 6' Folding Wood Rule
- 1 Screwdriver, flat blade, 8"
- 1 8" Adjustable Crescent Wrench
- 1 10" or 12" Adjustable Crescent Wrench

Electrical Forester

- 1 Saw, hand, pruning
- 1 Set of appropriate hand saw sharpening equipment
- 1 Jack Knife
- 1 Hand Pruners

All Journeyperson Mechanical Tradespersons are required to have the following tools:

- 1 punches, centre set
- 1 punch, pin, set
- 4 punch, taper set
- 4 rule, steel, 6"
- 3 screwdrivers, flat blade, 4" 8" and 12".
- 1 screwdriver, flat blade, stubby
- 1 screwdriver, flat blade, offset
- 1 screwdriver, robertson, set of detachable head
- 1 screwdriver, phillips, set of detachable head

- 1 scribe, steel
- 1 square, combination, with level, protractor and centre head 12"
- 1 tape rule, steel, 6' or longer.
- 1 wrench, tap – to handle up to 1/4" taps
- 3 wrenches, adjustable, crescent type, 4" 8" and 12"
- 1 wrench, vise grip

March 26, 1998

D.F. MacKinnon
Sector Vice President
Power Workers' Union
244 Eglinton Avenue East
Toronto, Ontario
M4P 1K2

Dear Mr. MacKinnon:

1988 Negotiations – Transmission Agreement

This will confirm the discussion at negotiations regarding the natural barrier concept.

It is agreed that an obstruction or impediment will include those areas where roads have not been constructed and which causes an unreasonable relationship between radius Kilometres and actual kilometres travelled.

Yours truly,

March 26, 1998

D.F. MacKinnon
Sector Vice President
Power Workers' Union
244 Eglinton Avenue East
Toronto, Ontario
M4P 1K2

Dear Mr. MacKinnon:

1988 Negotiations – Transmission Agreement

This will confirm the discussion at negotiations regarding parking allowance in Toronto.

Employees working in the downtown core of Toronto will be paid \$3.00 per day worked as a parking allowance when an Employer does not provide parking space.

The downtown core is defined as the area bounded by the east side of Dufferin Street in the west, the west side of Sherbourne Street and Mount Pleasant Road in the east, the south side of Eglinton Avenue in the north and by Lake Ontario in the south.

Yours truly,

Add to the Hydro One Inc. Collective Agreement

Assignment of Work & Dispute Resolution Process – Appendix A Construction & Supply Maintenance

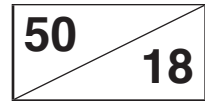
1. No regular Hydro One Inc. employee will be laid off as a direct result of work being performed pursuant to Appendix A of the Collective Agreement.
2. Hydro One Inc. shall share all related information for making an assignment as far in advance of the work as possible.
3. Hydro One Inc. representatives and the PWU Sector Vice-President will agree upon the proposed assignment prior to the assignment being made by the Employer.
4. Failing to agree on the assignment of work will result in an expedited resolution process.
5. Should the parties fail to agree on the assignment of work to employees hired pursuant to Appendix A, the issue will be referred to Mr. Martin Teplitsky, or his deputy who will act as the sole arbitrator for resolution of the dispute.
6. The arbitrator will hear the dispute within three (3) days of the dispute being referred to Arbitration. The Arbitration may be conducted by conference call.
7. Briefs shall be prepared by each party which will include a statement of facts, a brief argument and any other information and/or documents relevant to the issue. Briefs will be exchanged between the parties and provided to the arbitrator at least 24 hours before the arbitration hearing begins. Witnesses may be called with leave of the arbitrator.
8. The decision of the arbitrator shall be final and binding on the parties.

**HYDRO ONE
PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX
WAGE SCHEDULES
CERTIFIED TRADES (OTHER THAN CIVIL TRADES)
SALARY SCHEDULE 50**



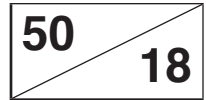
GRADE	STEP	CLASSIFICATIONS	OCCUPATION CODES	BASE HOURLY RATE	VACATION & STAT HOLIDAY	PENSION	WELFARE	TOTAL WAGE PCKGE
01	09	LINES SENIOR FOREPERSON	411164	55.43	5.54	3.00	3.00	66.97
02	09	MECHANICAL SENIOR FOREPERSON	435362	55.43	5.54	3.00	3.00	66.97
03	09	ELECTRICAL SENIOR FOREPERSON	411061	55.43	5.54	3.00	3.00	66.97
01	08	LINES FOREPERSON	411165	53.98	5.40	3.00	3.00	65.38
02	08	MECHANICAL FOREPERSON	435363	53.98	5.40	3.00	3.00	65.38
03	08	ELECTRICAL FOREPERSON	411062	53.98	5.40	3.00	3.00	65.38
01	07	LINES SUBFOREPERSON	411153	51.09	5.11	3.00	3.00	62.20
02	07	MECHANICAL SUBFOREPERSON	435352	51.09	5.11	3.00	3.00	62.20
03	07	ELECTRICAL SUBFOREPERSON	411051	51.09	5.11	3.00	3.00	62.20
01	06	LINES JOURNEYPerson	411134	48.20	4.82	3.00	3.00	59.02
02	06	MECHANICAL JOURNEYPerson	435332	48.20	4.82	3.00	3.00	59.02
03	06	ELECTRICAL JOURNEYPerson	411031	48.20	4.82	3.00	3.00	59.02
05	06	CABLE SPLICER JOURNEYPerson	001377	48.20	4.82	3.00	3.00	59.02
		ELECTRICAL APPRENTICE (5 YEAR PROGRAM)	411113					
		MECHANICAL TRADE APPRENTICE (5 YEAR PROGRAM)	435312					
		CABLE SPLICER APPRENTICE (5 YEAR PROGRAM)	001727					
01	00	1ST PERIOD	001727, 435312, 411067	19.28	1.93	3.00	3.00	27.21
01	01	2ND PERIOD	001727, 435312, 411067	24.10	2.41	3.00	3.00	32.51
01	02	3RD PERIOD	001727, 435312, 411067	28.92	2.89	3.00	3.00	37.81
01	03	4TH PERIOD	001727, 435312, 411067	33.74	3.37	3.00	3.00	43.11
01	04	5TH PERIOD	001727, 435312, 411067	38.56	3.86	3.00	3.00	48.42
		LINES APPRENTICE (4 YEAR PROGRAM)		410312				
02	00	1ST PERIOD	410312	24.10	2.41	3.00	3.00	32.51
02	01	2ND PERIOD	410312	28.92	2.89	3.00	3.00	37.81
02	02	3RD PERIOD	410312	33.74	3.37	3.00	3.00	43.11
02	03	4TH PERIOD	410312	38.56	3.86	3.00	3.00	48.42

HYDRO ONE
PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX
WAGE SCHEDULES
CERTIFIED TRADES (OTHER THAN CIVIL TRADES)
SALARY SCHEDULE 50



GRADE	STEP	CLASSIFICATIONS	OCCUPATION CODES	BASE HOURLY RATE	VACATION & STAT HOLIDAY	PENSION	WELFARE	TOTAL WAGE PCKGE
		MECHANICAL TRADES APPRENTICE (4 YEAR PROGRAM)	435313					
02	10	1ST PERIOD	435313	28.92	2.89	3.00	3.00	37.81
02	11	2ND PERIOD	435313	33.74	3.37	3.00	3.00	43.11
02	12	3RD PERIOD	435313	38.56	3.86	3.00	3.00	48.42
02	13	4TH PERIOD	435313	43.38	4.34	3.00	3.00	53.72
06	06	AREA DISTRIBUTION ENGINEERING TECHNICIAN*	003228	48.20	4.82	3.00	3.00	59.02
07	06	METER TECHNICIAN*	003229	48.20	4.82	3.00	3.00	59.02
08	06	FORESTRY TECHNICIAN*	003230	48.20	4.82	3.00	3.00	59.02
11	09	CIVIL SENIOR FOREPERSON	435764	52.66	5.27	3.00	3.00	63.93
11	08	CIVIL FOREPERSON	435763	51.28	5.13	3.00	3.00	62.41
11	07	CIVIL SUBFOREPERSON	435753	48.54	4.85	3.00	3.00	59.39
11	06	CIVIL JOURNEYPERSON	435733	45.79	4.58	3.00	3.00	56.37
		CIVIL APPRENTICE (5 YEAR PROGRAM)	435713					
11	00	1ST PERIOD	435713	18.32	1.83	3.00	3.00	26.15
11	01	2ND PERIOD	435713	22.90	2.29	3.00	3.00	31.19
11	02	3RD PERIOD	435713	27.47	2.75	3.00	3.00	36.22
11	03	4TH PERIOD	435713	32.05	3.21	3.00	3.00	41.26
11	04	5TH PERIOD	435713	36.63	3.66	3.00	3.00	46.29
		CIVIL APPRENTICE (4 YEAR PROGRAM)	435714					
12	00	1ST PERIOD	435714	22.90	2.29	3.00	3.00	31.19
12	01	2ND PERIOD	435714	27.47	2.75	3.00	3.00	36.22
12	02	3RD PERIOD	435714	32.05	3.21	3.00	3.00	41.26
12	03	4TH PERIOD	435714	36.63	3.66	3.00	3.00	46.29
21	09	ELECTRICAL FORESTER SENIOR FOREPERSON	415363	47.12	4.71	3.00	3.00	57.83
21	08	ELECTRICAL FORESTER FOREPERSON	415364	45.89	4.59	3.00	3.00	56.48
21	07	ELECTRICAL FORESTER SUBFOREPERSON	415351	43.43	4.34	3.00	3.00	53.77
21	06	ELECTRICAL FORESTER JOURNEYPERSON	415331	40.97	4.10	3.00	3.00	51.07
21	05	STOCKKEEPER	427502	40.97	4.10	3.00	3.00	51.07
21	10	UNCERTIFIED CIVIL TRADESPERSON – LINES	002702	40.97	4.10	3.00	3.00	51.07
21	11	UNCERTIFIED CIVIL TRADESPERSON – STATIONS SERVICES	002703	40.97	4.10	3.00	3.00	51.07

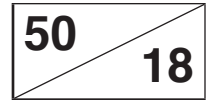
**HYDRO ONE
PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX
WAGE SCHEDULES
CERTIFIED TRADES (OTHER THANCIVIL TRADES)
SALARY SCHEDULE 50**



PAGE 3 OF 4

GRADE	STEP	CLASSIFICATIONS	OCCUPATION CODES	BASE HOURLY RATE	VACATION & STAT HOLIDAY	PENSION	WELFARE	TOTAL WAGE PCKGE
		ELECTRICAL FORESTER APPRENTICE (4 YEAR PROGRAM)	415311					
21	00	1ST PERIOD	415311	20.49	2.05	3.00	3.00	28.54
21	01	2ND PERIOD	415311	24.58	2.46	3.00	3.00	33.04
21	02	3RD PERIOD	415311	28.68	2.87	3.00	3.00	37.55
21	03	4TH PERIOD	415311	32.78	3.28	3.00	3.00	42.06
22	09	ELECTRICAL FORESTER (SKID OPERATOR) SR FOREPERSON	415323	38.80	3.88	3.00	3.00	48.68
22	08	ELECTRICAL FORESTER (SKID OPERATOR) FOREPERSON	415324	37.79	3.78	3.00	3.00	47.57
22	07	ELECTRICAL FORESTER (SKID OPERATOR) SUBFOREPERSON	415325	35.76	3.58	3.00	3.00	45.34
22	06	ELECTRICAL FORESTER (SKID OPERATOR) JOURNEYPERSON	415313	33.74	3.37	3.00	3.00	43.11
23	09	ELECTRICAL FORESTER (LABOURER) SENIOR FOREPERSON	415319	30.49	3.05	3.00	3.00	39.54
23	08	ELECTRICAL FORESTER (LABOURER) FOREPERSON	415318 (1)	29.69	2.97	3.00	3.00	38.66
23	07	ELECTRICAL FORESTER (LABOURER) SUBFOREPERSON	415317 (1)	28.10	2.81	3.00	3.00	36.91
23	06	ELECTRICAL FORESTER (LABOURER) JOURNEYPERSON	415316 (1)	26.51	2.65	3.00	3.00	35.16
24	01	METER READER	461105	32.78	3.28	3.00	3.00	42.06
25	00	GENERAL HELPER	461106	26.51	2.65	3.00	3.00	35.16
26	00	METER READER 'B'	461107	27.81	2.78	3.00	3.00	36.59
22	00	METER READER/DATA COLLECTOR	000677 (2)	37.59	3.76	3.00	3.00	47.35
27	01	Operator 1	461108	44.87	4.49	3.00	3.00	55.36
27	02	Operator 2	461109	51.44	5.14	3.00	3.00	62.58
27	03	Operator 3	461102	53.16	5.32	3.00	3.00	64.48
30	01	P&C Technologist	001402	51.78	5.18	3.00	3.00	62.96
31	01	CLERICAL I*	003226	33.29	3.33	3.00	3.00	42.62
31	02	CLERICAL II*	003227	37.52	3.75	3.00	3.00	47.27
32	01	AMI OPERATOR*	003276	37.52	3.75	3.00	3.00	47.27

**HYDRO ONE
PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX
WAGE SCHEDULES
CERTIFIED TRADES (OTHER THAN CIVIL TRADES)
SALARY SCHEDULE 50**



PAGE 4 OF 4

Note: The normal weekly hours of work for all employees of Employers is forty (40).

* Added to the wage schedules for the term of the collective agreement.

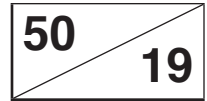
OVERTIME RATES:

Monday-Friday Scheduled Work Days – 1 1/2 times for up to and including 2 hours beyond
Saturday, Sunday & Holidays: 2 times for all hours worked.
Non-Scheduled Work Days: 2 times for all hours worked.

- (1) Licensed spray applicators will be paid \$1.25 per hour in addition to their normal rate of pay.
- (2) When required to perform the work of "cable locates" the Meter Reader/Data Collector classification will receive an additional \$1.01 per hour on top of their normal wage rate for the entire day.

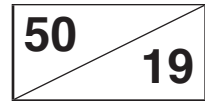
**Hydro One Labour Relations
Effective: April 1-2018**

**HYDRO ONE
PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX
WAGE SCHEDULES
CERTIFIED TRADES (OTHER THAN CIVIL TRADES)
SALARY SCHEDULE 50**



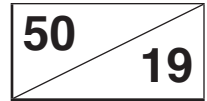
GRADE	STEP	CLASSIFICATIONS	OCCUPATION CODES	BASE HOURLY RATE	VACATION & STAT HOLIDAY	PENSION	WELFARE	TOTAL WAGE PCKGE
01	09	LINES SENIOR FOREPERSON	411164	56.66	5.67	3.00	3.00	68.33
02	09	MECHANICAL SENIOR FOREPERSON	435362	56.66	5.67	3.00	3.00	68.33
03	09	ELECTRICAL SENIOR FOREPERSON	411061	56.66	5.67	3.00	3.00	68.33
01	08	LINES FOREPERSON	411165	55.18	5.52	3.00	3.00	66.70
02	08	MECHANICAL FOREPERSON	435363	55.18	5.52	3.00	3.00	66.70
03	08	ELECTRICAL FOREPERSON	411062	55.18	5.52	3.00	3.00	66.70
01	07	LINES SUBFOREPERSON	411153	52.23	5.22	3.00	3.00	63.45
02	07	MECHANICAL SUBFOREPERSON	435352	52.23	5.22	3.00	3.00	63.45
03	07	ELECTRICAL SUBFOREPERSON	411051	52.23	5.22	3.00	3.00	63.45
01	06	LINES JOURNEYPerson	411134	49.27	4.93	3.00	3.00	60.20
02	06	MECHANICAL JOURNEYPerson	435332	49.27	4.93	3.00	3.00	60.20
03	06	ELECTRICAL JOURNEYPerson	411031	49.27	4.93	3.00	3.00	60.20
05	06	CABLE SPLICER JOURNEYPerson	001377	49.27	4.93	3.00	3.00	60.20
		ELECTRICAL APPRENTICE (5 YEAR PROGRAM)	411113					
		MECHANICAL TRADE APPRENTICE (5 YEAR PROGRAM)	435312					
		CABLE SPLICER APPRENTICE (5 YEAR PROGRAM)	001727					
01	00	1ST PERIOD	001727, 435312, 411067	19.71	1.97	3.00	3.00	27.68
01	01	2ND PERIOD	001727, 435312, 411067	24.64	2.46	3.00	3.00	33.10
01	02	3RD PERIOD	001727, 435312, 411067	29.56	2.96	3.00	3.00	38.52
01	03	4TH PERIOD	001727, 435312, 411067	34.49	3.45	3.00	3.00	43.94
01	04	5TH PERIOD	001727, 435312, 411067	39.42	3.94	3.00	3.00	49.36
		LINES APPRENTICE (4 YEAR PROGRAM)	410312					
02	00	1ST PERIOD	410312	24.64	2.46	3.00	3.00	33.10
02	01	2ND PERIOD	410312	29.56	2.96	3.00	3.00	38.52
02	02	3RD PERIOD	410312	34.49	3.45	3.00	3.00	43.94
02	03	4TH PERIOD	410312	39.42	3.94	3.00	3.00	49.36

HYDRO ONE
 PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX
 WAGE SCHEDULES
 CERTIFIED TRADES (OTHER THAN CIVIL TRADES)
 SALARY SCHEDULE 50



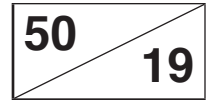
GRADE	STEP	CLASSIFICATIONS	OCCUPATION CODES	BASE HOURLY RATE	VACATION & STAT HOLIDAY	PENSION	WELFARE	TOTAL WAGE PCKGE
		MECHANICAL TRADES APPRENTICE (4 YEAR PROGRAM)	435313					
02	10	1ST PERIOD	435313	29.56	2.96	3.00	3.00	38.52
02	11	2ND PERIOD	435313	34.49	3.45	3.00	3.00	43.94
02	12	3RD PERIOD	435313	39.42	3.94	3.00	3.00	49.36
02	13	4TH PERIOD	435313	44.34	4.43	3.00	3.00	54.77
06	06	AREA DISTRIBUTION ENGINEERING TECHNICIAN*	003228	49.27	4.93	3.00	3.00	60.20
07	06	METER TECHNICIAN*	003229	49.27	4.93	3.00	3.00	60.20
08	06	FORESTRY TECHNICIAN*	003230	49.27	4.93	3.00	3.00	60.20
11	09	CIVIL SENIOR FOREPERSON	435764	53.83	5.38	3.00	3.00	65.21
11	08	CIVIL FOREPERSON	435763	52.43	5.24	3.00	3.00	63.67
11	07	CIVIL SUBFOREPERSON	435753	49.62	4.96	3.00	3.00	60.58
11	06	CIVIL JOURNEYPERSON	435733	46.81	4.68	3.00	3.00	57.49
		CIVIL APPRENTICE (5 YEAR PROGRAM)	435713					
11	00	1ST PERIOD	435713	18.72	1.87	3.00	3.00	26.59
11	01	2ND PERIOD	435713	23.41	2.34	3.00	3.00	31.75
11	02	3RD PERIOD	435713	28.09	2.81	3.00	3.00	36.90
11	03	4TH PERIOD	435713	32.77	3.28	3.00	3.00	42.05
11	04	5TH PERIOD	435713	37.45	3.75	3.00	3.00	47.20
		CIVIL APPRENTICE (4 YEAR PROGRAM)	435714					
12	00	1ST PERIOD	435714	23.41	2.34	3.00	3.00	31.75
12	01	2ND PERIOD	435714	28.09	2.81	3.00	3.00	36.90
12	02	3RD PERIOD	435714	32.77	3.28	3.00	3.00	42.05
12	03	4TH PERIOD	435714	37.45	3.75	3.00	3.00	47.20
21	09	ELECTRICAL FORESTER SENIOR FOREPERSON	415363	48.16	4.82	3.00	3.00	58.98
21	08	ELECTRICAL FORESTER FOREPERSON	415364	46.91	4.69	3.00	3.00	57.60
21	07	ELECTRICAL FORESTER SUBFOREPERSON	415351	44.39	4.44	3.00	3.00	54.83
21	06	ELECTRICAL FORESTER JOURNEYPERSON	415331	41.88	4.19	3.00	3.00	52.07
21	05	STOCKKEEPER	427502	41.88	4.19	3.00	3.00	52.07
21	10	UNCERTIFIED CIVIL TRADESPERSON – LINES	002702	41.88	4.19	3.00	3.00	52.07
21	11	UNCERTIFIED CIVIL TRADESPERSON – STATIONS SERVICES	002703	41.88	4.19	3.00	3.00	52.07

HYDRO ONE
PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX
WAGE SCHEDULES
CERTIFIED TRADES (OTHER THANCIVIL TRADES)
SALARY SCHEDULE 50



GRADE	STEP	CLASSIFICATIONS	OCCUPATION CODES	BASE HOURLY RATE	VACATION & STAT HOLIDAY	PENSION	WELFARE	TOTAL WAGE PCKGE
		ELECTRICAL FORESTER APPRENTICE (4 YEAR PROGRAM)	415311					
21	00	1ST PERIOD	415311	20.94	2.09	3.00	3.00	29.03
21	01	2ND PERIOD	415311	25.13	2.51	3.00	3.00	33.64
21	02	3RD PERIOD	415311	29.32	2.93	3.00	3.00	38.25
21	03	4TH PERIOD	415311	33.50	3.35	3.00	3.00	42.85
22	09	ELECTRICAL FORESTER (SKID OPERATOR) SR FOREPERSON	415323	39.66	3.97	3.00	3.00	49.63
22	08	ELECTRICAL FORESTER (SKID OPERATOR) FOREPERSON	415324	38.63	3.86	3.00	3.00	48.49
22	07	ELECTRICAL FORESTER (SKID OPERATOR) SUBFOREPERSON	415325	36.56	3.66	3.00	3.00	46.22
22	06	ELECTRICAL FORESTER (SKID OPERATOR) JOURNEYPerson	415313	34.49	3.45	3.00	3.00	43.94
23	09	ELECTRICAL FORESTER (LABOURER) SENIOR FOREPERSON	415319	31.17	3.12	3.00	3.00	40.29
23	08	ELECTRICAL FORESTER (LABOURER) FOREPERSON	415318 (1)	30.35	3.04	3.00	3.00	39.39
23	07	ELECTRICAL FORESTER (LABOURER) SUBFOREPERSON	415317 (1)	28.73	2.87	3.00	3.00	37.60
23	06	ELECTRICAL FORESTER (LABOURER) JOURNEYPerson	415316 (1)	27.10	2.71	3.00	3.00	35.81
24	01	METER READER	461105	33.50	3.35	3.00	3.00	42.85
25	00	GENERAL HELPER	461106	27.10	2.71	3.00	3.00	35.81
26	00	METER READER 'B'	461107	28.47	2.85	3.00	3.00	37.32
22	00	METER READER/DATA COLLECTOR	000677 (2)	38.45	3.85	3.00	3.00	48.30
27	01	Operator 1	461108	45.88	4.59	3.00	3.00	56.47
27	02	Operator 2	461109	52.57	5.26	3.00	3.00	63.83
27	03	Operator 3	461102	54.34	5.43	3.00	3.00	65.77
30	01	P&C Technologist	001402	52.93	5.29	3.00	3.00	64.22
31	01	CLERICAL I*	003226	34.06	3.41	3.00	3.00	43.47
31	02	CLERICAL II*	003227	38.38	3.84	3.00	3.00	48.22
32	01	AMI OPERATOR*	003276	38.38	3.84	3.00	3.00	48.22

**HYDRO ONE
PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX
WAGE SCHEDULES
CERTIFIED TRADES (OTHER THAN CIVIL TRADES)
SALARY SCHEDULE 50**



PAGE 4 OF 4

Note: The normal weekly hours of work for all employees of Employers is forty (40).

* Added to the wage schedules for the term of the collective agreement.

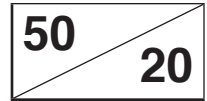
OVERTIME RATES:

Monday-Friday Scheduled Work Days – 1 1/2 times for up to and including 2 hours beyond
Saturday, Sunday & Holidays: 2 times for all hours worked.
Non-Scheduled Work Days: 2 times for all hours worked.

- (1) Licensed spray applicators will be paid \$1.25 per hour in addition to their normal rate of pay.
- (2) When required to perform the work of "cable locates" the Meter Reader/Data Collector classification will receive an additional \$1.01 per hour on top of their normal wage rate for the entire day.

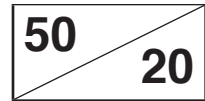
**Hydro One Labour Relations
Effective: April 1-2019**

HYDRO ONE
PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX
WAGE SCHEDULES
CERTIFIED TRADES (OTHER THAN CIVIL TRADES)
SALARY SCHEDULE 50



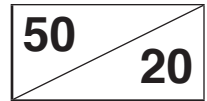
GRADE	STEP	CLASSIFICATIONS	OCCUPATION CODES	BASE HOURLY RATE	VACATION & STAT HOLIDAY	PENSION	WELFARE	TOTAL WAGE PCKGE
01	09	LINES SENIOR FOREPERSON	411164	57.04	5.70	3.00	3.00	68.74
02	09	MECHANICAL SENIOR FOREPERSON	435362	57.04	5.70	3.00	3.00	68.74
03	09	ELECTRICAL SENIOR FOREPERSON	411061	57.04	5.70	3.00	3.00	68.74
01	08	LINES FOREPERSON	411165	55.55	5.56	3.00	3.00	67.11
02	08	MECHANICAL FOREPERSON	435363	55.55	5.56	3.00	3.00	67.11
03	08	ELECTRICAL FOREPERSON	411062	55.55	5.56	3.00	3.00	67.11
01	07	LINES SUBFOREPERSON	411153	52.58	5.26	3.00	3.00	63.84
02	07	MECHANICAL SUBFOREPERSON	435352	52.58	5.26	3.00	3.00	63.84
03	07	ELECTRICAL SUBFOREPERSON	411051	52.58	5.26	3.00	3.00	63.84
01	06	LINES JOURNEYPerson	411134	49.60	4.96	3.00	3.00	60.56
02	06	MECHANICAL JOURNEYPerson	435332	49.60	4.96	3.00	3.00	60.56
03	06	ELECTRICAL JOURNEYPerson	411031	49.60	4.96	3.00	3.00	60.56
05	06	CABLE SPICER JOURNEYPerson	001377	49.60	4.96	3.00	3.00	60.56
		ELECTRICAL APPRENTICE (5 YEAR PROGRAM)	411113					
		MECHANICAL TRADE APPRENTICE (5 YEAR PROGRAM)	435312					
		CABLE SPICER APPRENTICE (5 YEAR PROGRAM)	001727					
01	00	1ST PERIOD	001727, 435312, 411067	19.84	1.98	3.00	3.00	27.82
01	01	2ND PERIOD	001727, 435312, 411067	24.80	2.48	3.00	3.00	33.28
01	02	3RD PERIOD	001727, 435312, 411067	29.76	2.98	3.00	3.00	38.74
01	03	4TH PERIOD	001727, 435312, 411067	34.72	3.47	3.00	3.00	44.19
01	04	5TH PERIOD	001727, 435312, 411067	39.68	3.97	3.00	3.00	49.65
		LINES APPRENTICE (4 YEAR PROGRAM)	410312					
02	00	1ST PERIOD	410312	24.80	2.48	3.00	3.00	33.28
02	01	2ND PERIOD	410312	29.76	2.98	3.00	3.00	38.74
02	02	3RD PERIOD	410312	34.72	3.47	3.00	3.00	44.19
02	03	4TH PERIOD	410312	39.68	3.97	3.00	3.00	49.65

HYDRO ONE
 PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX
 WAGE SCHEDULES
 CERTIFIED TRADES (OTHER THAN CIVIL TRADES)
 SALARY SCHEDULE 50



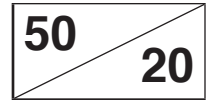
GRADE	STEP	CLASSIFICATIONS	OCCUPATION CODES	BASE HOURLY RATE	VACATION & STAT HOLIDAY	PENSION	WELFARE	TOTAL WAGE PCKGE
		MECHANICAL TRADES APPRENTICE (4 YEAR PROGRAM)	435313					
02	10	1ST PERIOD	435313	29.76	2.98	3.00	3.00	38.74
02	11	2ND PERIOD	435313	34.72	3.47	3.00	3.00	44.19
02	12	3RD PERIOD	435313	39.68	3.97	3.00	3.00	49.65
02	13	4TH PERIOD	435313	44.64	4.46	3.00	3.00	55.10
06	06	AREA DISTRIBUTION ENGINEERING TECHNICIAN*	003228	49.60	4.96	3.00	3.00	60.56
07	06	METER TECHNICIAN*	003229	49.60	4.96	3.00	3.00	60.56
08	06	FORESTRY TECHNICIAN*	003230	49.60	4.96	3.00	3.00	60.56
11	09	CIVIL SENIOR FOREPERSON	435764	54.19	5.42	3.00	3.00	65.61
11	08	CIVIL FOREPERSON	435763	52.77	5.28	3.00	3.00	64.05
11	07	CIVIL SUBFOREPERSON	435753	49.95	5.00	3.00	3.00	60.95
11	06	CIVIL JOURNEYPERSON	435733	47.12	4.71	3.00	3.00	57.83
		CIVIL APPRENTICE (5 YEAR PROGRAM)	435713					
11	00	1ST PERIOD	435713	18.85	1.89	3.00	3.00	26.74
11	01	2ND PERIOD	435713	23.56	2.36	3.00	3.00	31.92
11	02	3RD PERIOD	435713	28.27	2.83	3.00	3.00	37.10
11	03	4TH PERIOD	435713	32.98	3.30	3.00	3.00	42.28
11	04	5TH PERIOD	435713	37.70	3.77	3.00	3.00	47.47
		CIVIL APPRENTICE (4 YEAR PROGRAM)	435714					
12	00	1ST PERIOD	435714	23.56	2.36	3.00	3.00	31.92
12	01	2ND PERIOD	435714	28.27	2.83	3.00	3.00	37.10
12	02	3RD PERIOD	435714	32.98	3.30	3.00	3.00	42.28
12	03	4TH PERIOD	435714	37.70	3.77	3.00	3.00	47.47
21	09	ELECTRICAL FORESTER SENIOR FOREPERSON	415363	48.48	4.85	3.00	3.00	59.33
21	08	ELECTRICAL FORESTER FOREPERSON	415364	47.22	4.72	3.00	3.00	57.94
21	07	ELECTRICAL FORESTER SUBFOREPERSON	415351	44.69	4.47	3.00	3.00	55.16
21	06	ELECTRICAL FORESTER JOURNEYPERSON	415331	42.16	4.22	3.00	3.00	52.38
21	05	STOCKKEEPER	427502	42.16	4.22	3.00	3.00	52.38
21	10	UNCERTIFIED CIVIL TRADESPERSON – LINES	002702	42.16	4.22	3.00	3.00	52.38
21	11	UNCERTIFIED CIVIL TRADESPERSON – STATIONS SERVICES	002703	42.16	4.22	3.00	3.00	52.38

HYDRO ONE
 PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX
 WAGE SCHEDULES
 CERTIFIED TRADES (OTHER THANCIVIL TRADES)
 SALARY SCHEDULE 50



GRADE	STEP	CLASSIFICATIONS	OCCUPATION CODES	BASE HOURLY RATE	VACATION & STAT HOLIDAY	PENSION	WELFARE	TOTAL WAGE PCKGE
		ELECTRICAL FORESTER APPRENTICE (4 YEAR PROGRAM)	415311					
21	00	1ST PERIOD	415311	21.08	2.11	3.00	3.00	29.19
21	01	2ND PERIOD	415311	25.30	2.53	3.00	3.00	33.83
21	02	3RD PERIOD	415311	29.51	2.95	3.00	3.00	38.46
21	03	4TH PERIOD	415311	33.73	3.37	3.00	3.00	43.10
22	09	ELECTRICAL FORESTER (SKID OPERATOR) SR FOREPERSON	415323	39.93	3.99	3.00	3.00	49.92
22	08	ELECTRICAL FORESTER (SKID OPERATOR) FOREPERSON	415324	38.89	3.89	3.00	3.00	48.78
22	07	ELECTRICAL FORESTER (SKID OPERATOR) SUBFOREPERSON	415325	36.80	3.68	3.00	3.00	46.48
22	06	ELECTRICAL FORESTER (SKID OPERATOR) JOURNEYPERSON	415313	34.72	3.47	3.00	3.00	44.19
23	09	ELECTRICAL FORESTER (LABOURER) SENIOR FOREPERSON	415319	31.37	3.14	3.00	3.00	40.51
23	08	ELECTRICAL FORESTER (LABOURER) FOREPERSON	415318 (1)	30.55	3.06	3.00	3.00	39.61
23	07	ELECTRICAL FORESTER (LABOURER) SUBFOREPERSON	415317 (1)	28.92	2.89	3.00	3.00	37.81
23	06	ELECTRICAL FORESTER (LABOURER) JOURNEYPERSON	415316 (1)	27.28	2.73	3.00	3.00	36.01
24	01	METER READER	461105	33.73	3.37	3.00	3.00	43.10
25	00	GENERAL HELPER	461106	27.28	2.73	3.00	3.00	36.01
26	00	METER READER 'B'	461107	28.67	2.87	3.00	3.00	37.54
22	00	METER READER/DATA COLLECTOR	000677 (2)	38.72	3.87	3.00	3.00	48.59
27	01	Operator 1	461108	46.19	4.62	3.00	3.00	56.81
27	02	Operator 2	461109	52.92	5.29	3.00	3.00	64.21
27	03	Operator 3	461102	54.69	5.47	3.00	3.00	66.16
30	01	P&C Technologist	001402	53.28	5.33	3.00	3.00	64.61
31	01	CLERICAL I*	003226	34.30	3.43	3.00	3.00	43.73
31	02	CLERICAL II*	003227	38.65	3.86	3.00	3.00	48.51
32	01	AMI OPERATOR*	003276	38.65	3.86	3.00	3.00	48.51

**HYDRO ONE
PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX
WAGE SCHEDULES
CERTIFIED TRADES (OTHER THAN CIVIL TRADES)
SALARY SCHEDULE 50**



PAGE 4 OF 4

Note: The normal weekly hours of work for all employees of Employers is forty (40).

* Added to the wage schedules for the term of the collective agreement.

OVERTIME RATES:

Monday-Friday Scheduled Work Days – 1 1/2 times for up to and including 2 hours beyond
Saturday, Sunday & Holidays: 2 times for all hours worked.
Non-Scheduled Work Days: 2 times for all hours worked.

- (1) Licensed spray applicators will be paid \$1.25 per hour in addition to their normal rate of pay.
- (2) When required to perform the work of "cable locates" the Meter Reader/Data Collector classification will receive an additional \$1.01 per hour on top of their normal wage rate for the entire day.

**Hydro One Labour Relations
Effective: January 1-2020**

NOTES

NOTES

NOTES

AP-55

NOTES

Printed by Thistle Printing
35 Mobile Drive, Toronto, Ontario
M4A 2P6

COLLECTIVE AGREEMENT

BETWEEN

HYDRO ONE INC.
(“Hydro One” or “The Employer”)

AND

THE SOCIETY OF ENERGY PROFESSIONALS
(“The Society” or “The Union”)



April 1, 2013 - March 31, 2016

IN WITNESS THEREOF the parties hereto have caused the Agreement to be executed by their proper officers duly authorized in that behalf at Toronto, Ontario.

Hydro One Inc.

The Society of Energy Professionals

Date

Table of Contents

PART I – MANAGEMENT RIGHTS	1
1 MANAGERIAL RIGHTS OF THE COMPANY	1
PART II - RECOGNITION	2
2 RECOGNITION CLAUSE	2
2.1 Provincial Jurisdiction.....	2
2.2 Federal Jurisdiction.....	2
2.3 Clarity Notes	2
2.4 Supervisory Employees - Code of Ethics	4
2.5 Exclusions Process.....	4
2.6 Successor Rights.....	8
3 EMPLOYEE CLASSIFICATIONS.....	8
3.1 Probationary Employees	8
3.2 Regular Employees.....	8
3.3 Temporary Employees	9
4 SERVICE CREDIT DEFINITIONS	9
4.1 Established Commencement Date (ECD)	9
4.2 Vacation Credit Date (VCD)	10
4.3 External Experience Value (EEV)	10
4.4 Service Recognition Date (SRD).....	10
4.5 “Eligibility Service” or “Continuous Employment” for Pension Purposes	11
5 TEMPORARY ASSIGNMENTS	11
5.1 Employees Temporarily Excluded from Society Jurisdiction.....	11
5.2 Employees Temporarily Included in Society Jurisdiction	12
5.3 Grievance	12
6 EMPLOYEES ON TEMPORARY OUT-OF-PROVINCE ASSIGNMENT.....	12
6.1 Terms and Conditions of Employment During Assignment.....	12
6.2 Filling the Pre-Assignment Position.....	13
6.3 Redeployment Upon Completion of Assignment	13
6.4 Employment Continuity During Temporary Out-of-Province Assignment.....	14
7 LETTERS OF UNDERSTANDING.....	15
7.2 Letters of Understanding.....	15
PART III - VOLUNTARY RECOGNITION AGREEMENT	15
8 VRA AMENDMENTS	15
8.1 Supervisory Employees	16
PART IV - COLLECTIVE AGREEMENT TERM - NO STRIKE/NO LOCKOUT	17
9 COLLECTIVE AGREEMENT TERM - NO STRIKE/NO LOCKOUT	17
9.2 No Strike/No Lockout	17
9.3 Transition Provisions.....	17

PART V - UNION SECURITY..... 19

10 SOCIETY MEMBERSHIP AND DUES DEDUCTION..... 19

 10.1 Membership in the Society..... 19

 10.2 Dues Deduction (Rand Formula)..... 19

11 PRINCIPLES REGARDING INVOLVEMENT WITH RESPECT TO SUCCESSOR RIGHTS 19

PART VI - DISPUTE RESOLUTION PROCESSES..... 20

12 No DISCRIMINATION..... 20

 12.1 Human Rights 20

 12.2 Union Activity 20

13 EMPLOYEE INDEMNIFICATION 20

14 VOLUNTARY RECOGNITION AGREEMENT DISPUTES 21

 14.1 Enforcement 21

15 HEALTH AND SAFETY DISPUTES 21

16 COMPLAINT AND GRIEVANCE/ARBITRATION PROCEDURE..... 21

 16.1 Preamble and Principles of Operation..... 21

 16.2 Definitions..... 22

 16.3 Scope Notes – Grievance and Arbitration 22

 16.4 Timeliness..... 23

 16.5 Step 1: Employee Complaint..... 23

 16.6 Step 2: Meetings Of The Standing Grievance Settlement Committee (“GSC”) 24

 16.7 Grievance Arbitration 24

17 DISCIPLINE AND DISCHARGE 25

 17.5 Employment File 26

18 PRINCIPLE AND PROCESS OF PRIOR INVOLVEMENT IN JURISDICTIONAL ISSUES/DISPUTES 26

19 PERFORMANCE APPRAISAL FEEDBACK AND *PERFORMANCE MANAGEMENT*..... 27

 19.1 Principles 27

20 ROLE OF SUPERVISORS 28

 20.3 Society Representatives 28

PART VII – PENSION AND INSURANCE 29

21 LIFE INSURANCE 29

 21.2 Life Insurance Options 29

 21.5 Spousal Insurance 30

 21.6 Dependent Insurance..... 30

22 PENSION PLAN 30

 22.3 *Actuarial Buy-Backs of Previous Service* 30

 22.4 Retirement Bonus 31

 22.5 Pension Committee..... 31

 22.8 *Employee Contributions*..... 31

PART VIII - SALARY 34

23 SALARY SCHEDULES 34

24	ESCALATOR CLAUSE	34
	PAY TREATMENT OF PROFESSIONAL TRAINEES	44
25.1	Pay Treatment	44
26	PAYMENT OF FM&P EMPLOYEES.....	45
27	PAYMENT OF MANAGEMENT AND PROFESSIONAL (M&P) EMPLOYEES	45
28	PAYMENT OF TRADES MANAGEMENT SUPERVISORS (TMS)	45
29	JOB EVALUATION PLANS	45
30	TMS AGREEMENTS.....	45
31	SALARY PROGRESSION PLAN.....	47
32	PROMOTION-IN-PLACE PLANS.....	48
32.1	Definition.....	48
32.2	Principles	48
32.3	Conditions.....	48
32.4	Standard Features	48
33	TEMPORARY EMPLOYEES.....	49
33.1	Society Notification	49
33.2	Temporary Employees with Less than 12 Months' Service.....	49
33.3	Temporary Employees with More than 12 Months' Service	50
33.4	Temporary Employees Working Reduced Hours.....	51
33.5	Temporary Employees and Purchased Services.....	51
	PART IX - ABSENCE FROM WORK.....	52
34	PAID/UNPAID TIME OFF.....	52
34.1	Jury Duty/Required Attendance at Court.....	52
34.2	Funeral Leave.....	52
34.3	Medical and Dental Appointments.....	53
34.4	Family Care	53
34.5	Reserve Forces.....	53
34.6	World Class Sport Events	53
35	SHORT-TERM ABSENCES	53
36	EDUCATION LEAVE	54
36.1	Definitions	54
36.2	Approvals.....	54
36.3	Terms and Conditions During Leave	54
36.4	Treatment of Employee on Return from Leave.....	55
37	SELF FUNDED SABBATICALS.....	55
37.1	Definition.....	55
37.2	Approvals.....	55
37.3	Terms and Conditions of Self-funded Sabbaticals.....	55
37.4	Treatment of Employee Upon Return from Leave	56
38	EMPLOYEES HIRED AS SOCIETY STAFF.....	56
39	RELEASE OF SOCIETY REPRESENTATIVES.....	57
39.1	Intent.....	57
39.2	Specific Circumstances.....	57

39.3	Treatment During Release and on Return to Work.....	58
40	VACATIONS	58
40.1	Vacation Entitlement	58
40.2	Less Than One Year of Service by June 30	58
40.3	One to Seven Years of Service	58
40.4	From Eight to Fifteen Years of Service.....	58
40.5	For Sixteen to Twenty-Four Years of Service.....	58
40.6	For Twenty-Five or More Years of Service	58
40.7	External Experience Credit	58
40.8	Vacation Credit for Prior Service	59
40.9	Vacation Without Pay.....	59
40.10	Use of Vacation Credits of Succeeding Year at Christmas.....	59
40.11	Banked Vacation.....	59
40.12	Vacation Bonus.....	59
40.13	Vacation Entitlement on Retirement/Termination	60
40.14	Vacation Pay on Retirement/Termination is as follows:	60
40.15	Deferment or Interruption of Vacations.....	61
41	STATUTORY HOLIDAYS AND FLOATING HOLIDAYS	61
41.2	Floating Holidays	62
42	EMPLOYMENT INSURANCE COMMISSION REBATE	63
43	PREGNANCY/PARENTAL LEAVE.....	63
43.1	Pregnancy Leave	63
43.2	Parental Leave.....	64
43.3	Benefits Under the Supplementary Unemployment Benefit (SUB) Plan	64
	PREGNANCY/PARENTAL LEAVES - TIME LINES.....	66
44	SICK LEAVE PLAN	67
45	LONG TERM DISABILITY	67
45.1	Qualifying Period.....	68
45.2	Disability Period	68
45.3	Benefits.....	68
45.4	Other Conditions	68
46	WORKERS' COMPENSATION LEAVE	69
47	REHABILITATION AND RE-EMPLOYMENT.....	69
47.1	Application	69
47.2	Definitions	69
47.3	General.....	70
47.4	Vocational Rehabilitation.....	70
47.5	Rehabilitative Employment.....	70
47.6	Terms and Conditions of Rehabilitative Employment	71
47.7	Termination of Employment	72

PART X - HEALTH BENEFITS.....	73
48 EXTENDED HEALTH BENEFITS (EHB)	73
49 DENTAL PLAN	73
50 SEMI-PRIVATE HOSPITAL ACCOMMODATION PLAN	74
51 PERSONAL ACCIDENTS	74
 PART XI- RELOCATION ASSISTANCE.....	 75
52 HOUSING ASSISTANCE PLAN.....	75
52.1 Intent.....	75
52.2 Purchase Guarantee.....	75
52.3 Listing of Property	76
52.4 Sale of Property by Hydro One	76
52.5 Advance of Equity	76
53 MOVING EXPENSES.....	77
53.1 Intent.....	77
53.2 Minimum Moving Distance	77
53.3 Expenses for Reimbursement.....	77
53.4 Second Related Move.....	81
53.5 On Retirement	81
54 FINANCIAL ASSISTANCE PLAN.....	81
55 HOUSE EVALUATION AND GUARANTEE PLAN	82
56 COMPENSATION WHEN ASSIGNED TO TEMPORARY WORK HEADQUARTERS.....	82
56.1 Intent.....	82
56.2 Definitions.....	83
56.3 Compensation When Remaining at Temporary Work Headquarters (TWHQ)	83
56.5 Compensation for Daily Commuting To, and From, Temporary Work Headquarters	84
56.6 Exception	84
 PART XII - TIME WORKED OUTSIDE NORMAL HOURS	 85
57 ON-CALL SERVICE.....	85
57.1 Definition.....	85
57.2 Payment	85
58 OVERTIME.....	85
58.2 Day Workers	86
58.3 Shift Workers	86
58.6 Recording Overtime	87
59 TRAVEL TIME.....	87
59.1 General.....	87
59.2 Excessive Travel.....	87
59.3 Emergency Overtime Work	88
59.4 Attendance at Seminars, Conventions, Etc.	88
59.5 Flexibility	88

60	SHIFT WORK (M&P, TMS)	88
60.1	Definitions.....	88
60.2	Shift Workers.....	88
60.3	Shift Allowances (M&P, TMS).....	89
60.4	Information Technology Organizations (M&P).....	90
60.5	Ten Hour Shifts.....	90
60.6	Periodic Shifts for Non-Shift Workers.....	91
61	SHIFT WORK (FM&P)	92
61.1	Intent.....	92
61.2	Definitions (See Article 60).....	92
61.3	Shift Differentials.....	92
61.4	Shift Premiums.....	92
61.5	Overtime.....	93
61.6	Time Balancing.....	93
61.7	Special Circumstances.....	93
61.8	10 Hour Days/Shifts.....	94
62	COMPENSATION AND WORKING CONDITIONS - 12-HOUR SHIFT SCHEDULE	94
62.1	General Provisions.....	94
62.2	Shift Differential.....	95
62.3	Shift Premium.....	95
62.4	Overtime.....	95
62.5	On-Call.....	96
62.6	Special Conditions.....	96
62.8	Minimum Availability Requirement (MAR) List.....	97
63	SHIFT TURNOVER	99
	PART XIII- WORKING CONDITIONS	100
64	REDEPLOYMENT, SURPLUS STAFF PROCEDURE AND CHANGE OF EMPLOYER	100
64.1	Scope.....	100
64.2	Preamble and Principles of Operation.....	101
64.3	Definitions.....	101
64.4	Notification and Involvement of The Society.....	103
64.5	Application.....	104
64.8	Voluntary Surplus.....	108
64.9	Set Up Joint Redeployment and Planning Team.....	108
64.10	Joint Planning - Responsibilities of the JRPT.....	109
64.11	Job Offers.....	118
64.12	Compensation.....	119
64.13	Compensation on Surplus Termination.....	120
64.14	Termination of Employment.....	122

64.15	Recall Rights.....	122
64.16	Relocation and Housing Assistance	123
65	VACANCIES (RELIEF, ROTATIONS AND SELECTIONS)	123
65.1	Intent.....	123
65.2	Definitions	123
65.3	Advance Planning	123
65.4	Relief	124
65.5	Rotations Within the Bargaining Unit.....	124
65.6	Selections for Ongoing Positions (i.e., Assignments Other Than Relief or Rotations) 126	
66	SALARY TREATMENT FOR PROMOTIONS, TEMPORARY ASSIGNMENTS, LATERAL TRANSFERS AND DEMOTIONS.....	130
66.1	Definitions	130
66.2	Promotion	131
66.3	Reclassification as a Result of a Job Re-evaluation	131
66.4	Relief Pay	132
66.5	Lateral Transfer.....	132
66.6	Demotions.....	132
67	PURCHASED SERVICES	132
68	HOURS OF WORK	133
69	REDUCED BASE HOURS (40 HOUR WORKERS).....	133
70	ALTERNATE HOURS OF WORK ARRANGEMENTS.....	134
70.1	Principles	134
70.2	Application	134
70.3	Definitions.....	135
70.4	Overtime	136
70.5	Process.....	136
71	REDUCED HOURS OF WORK (RHOW) ARRANGEMENTS.....	137
71.1	Principles	137
71.2	Definitions	137
71.3	Guidelines.....	138
71.4	General Conditions - Reduced Hours Arrangements	138
71.5	Termination of the RHOW Agreement.....	143
71.6	Responsibilities	146
72	PEAK DEMAND HOURS ARRANGEMENTS.....	146
72.1	Intent.....	146
72.2	Process.....	146
73	WORK SHARING	147
74	ASSIGNMENT OF NON-BARGAINING UNIT WORK DURING A STRIKE/LOCKOUT.....	148
75	TELEWORKING.....	153
75.1	Definition of Teleworking:.....	153
75.2	Collective Agreement Standards:.....	153

75.3	Local Agreements	153
76	DIRECT DEPOSIT.....	154
77	CROSSING PICKET LINES OF OTHER UNIONS.....	154
78	THE PROVISION OF FRENCH LANGUAGE SERVICES.....	154
78.1	Designated Positions	154
78.2	Job Security	154
78.3	Training.....	154
78.4	Posting and Selection	155
78.5	Surplus Staff	155
78.6	Allowance	155
79	SPECIAL CLOTHING	155
80	PAYMENT FOR USE OF PERSONAL VEHICLE	156
81	BUSH FIRE FIGHTING AND VOLUNTEER FIRE BRIGADES	157
82	EXTREME WINTER WEATHER CONDITIONS	157
82.1	Make Up Time	157
82.2	Closure	158
82.3	Stranded Employees.....	158
83	EXTRAMURAL TRAINING	158
84	MEAL EXPENSES	159
85	VOLUNTARY SEVERANCE (NON-SURPUS).....	159
86	SECURITY CLEARANCES	159
PART XIV - ADMINISTRATION		160
87	REPRESENTATION ON HYDRO ONE COMMITTEES.....	160
88	GUIDELINES FOR SOCIETY REPRESENTATIVES ON JOINT/TRIPARTITE TEAMS	160
89	TRIPARTITE AGREEMENT ON JOINT HEALTH AND SAFETY COMMITTEES.....	160
89.1	Size and Composition of Joint Health and Safety Committees	161
89.2	Training and Certification	161
89.3	Policy Committee (Non-legislated)	161
89.4	Annual Experience Review	162
89.5	Amendments to the Agreement.....	162
90	AUTHORITY TO STOP WORK	162
90.1	Definitions	162
90.2	Intent.....	162
90.3	Introduction	162
90.4	Authority to Stop Work	162
90.5	Training/Certification	163
90.6	Responsibility and Accountability	163
90.7	Compensation and Discipline.....	163
90.8	Decertification	163
90.9	Assessment	164
91	JOINT HEALTH AND SAFETY COMMITTEES.....	164
92	PROBLEM SOLVING COMMITTEE.....	165
93	PUBLICATION OF COLLECTIVE AGREEMENT.....	165

94	USE OF HYDRO ONE COMPUTER FACILITIES.....	165
95	NOTE TO PART XV - APPENDICES.....	166
PART XV - APPENDICES..... 167		
	Appendix I - Re: Utilization and Advancement of Professional Engineers and Scientists.	167
	Appendix II - Re: Input To Association Of Professional Engineers Of The Province Of Ontario (APEO) Salary Survey	169
	Appendix III - Re: Amendment to the Voluntary Recognition Agreement (VRA).....	170
	Appendix IV Re: Article 2 - Recognition Clause.....	171
	Appendix V- Re: Peak Demand Hour Arrangements	181
	Appendix VI - Guidelines for Applying Burkett Overtime Award.....	183
	Appendix VII - Default Units of Application	186
	Appendix VIII - Side Letters 1999-2000 Negotiations	187
PART XVI - LETTERS OF UNDERSTANDING 190		
	LETTER OF UNDERSTANDING #1.....	190
	Re: Society-MCP Boundary Issues.....	190
	LETTER OF UNDERSTANDING #2.....	192
	Re: Expediting Redeployment Grievances and Arbitrations.....	192
	LETTER OF UNDERSTANDING #3.....	194
	Re: First Line Management Supervisory Positions (TMS).....	194
	LETTER OF UNDERSTANDING #4.....	195
	Re: Allocation of Society Staff to Ontario Hydro Successor Companies	195
	LETTER OF UNDERSTANDING #5.....	196
	Re: Reclassification of 40-Hour FLM Jobs That Primarily Supervise Non-Trades.....	196
	LETTER OF UNDERSTANDING #6.....	198
	Re: Process for Updating the Hydro One Drug Formulary	198
	LETTER OF UNDERSTANDING #7.....	200
	Re: Hydro One Acquisitions	200
	LETTER OF UNDERSTANDING #8.....	202
	Re: Career Edge	202
	LETTER OF UNDERSTANDING #9.....	203
	Re: Implementation of Bi-Weekly Pay	203
	LETTER OF UNDERSTANDING #10.....	204
	Re: Return of Employees from Inergi to Hydro One.....	204
	LETTER OF UNDERSTANDING #11.....	205
	Re: Biometrics Information at the Barrie HONOC	205
	LETTER OF UNDERSTANDING #12.....	206
	Re: Work Refusal	206
	LETTER OF UNDERSTANDING #13.....	207
	Re: Incident Rating and Investigations	207
	LETTER OF UNDERSTANDING #14.....	209
	Re: Career Bridge	209
	LETTER OF UNDERSTANDING #15.....	210

Re: Time Limits for Filing Health and Dental Claims..... 210

LETTER OF UNDERSTANDING #16..... **211**

Re: Joint Health and Safety Working Committee..... 211

LETTER OF UNDERSTANDING #17..... **212**

Re: Building Trades Union Employees..... 212

who are temporarily working in the Society's Jurisdiction..... 212

LETTER OF UNDERSTANDING #18..... **213**

Re: Statutory Holiday Credit Compensation 213

INDEX..... 214

PART I – MANAGEMENT RIGHTS

1 MANAGERIAL RIGHTS OF THE COMPANY

Hydro One Inc. has and shall retain the exclusive right and power to manage its business and direct its working forces, including, but without restricting the generality of the foregoing, the right to hire, suspend, discharge, promote, demote and discipline any employee. Hydro One shall exercise the said functions in accordance with the provisions of the Collective Agreement.

PART II - RECOGNITION

2 RECOGNITION CLAUSE

2.1 Provincial Jurisdiction

Hydro One Inc. recognizes the Society as the exclusive bargaining agent for a bargaining unit comprised of:

All employees employed in Hydro One Inc., hereinafter known as Hydro One, in the Province of Ontario employed as supervisors, professional engineers, engineers-in-training, scientists, and professional, administrative and associated employees, save and except for persons who perform managerial functions as distinct from supervisory functions; persons employed in a confidential capacity with respect to labour relations; and persons in bargaining units for which any trade union held bargaining rights as of November 13, 1991.

2.2 Federal Jurisdiction

The Society was certified in May 1995 under the Canada Labour Code for a bargaining unit comprised of the following:

All employees of Ontario Hydro employed by Ontario Hydro Nuclear (OHN) in the Province of Ontario employed as supervisors, professional engineers, engineers-in-training, scientists, and professional, administrative and associated employees, save and except for persons who perform managerial functions as distinct from supervisory functions; persons employed in a confidential capacity with respect to labour relations; and persons in bargaining units for which any trade union held bargaining rights as of November 13, 1991.

On April 1, 1998, jurisdiction for labour relations for the above Ontario Hydro noted federal bargaining unit was delegated to the Province of Ontario.

2.3 Clarity Notes

2.3.1 For the purposes of clarity, the bargaining units set out above:

Include:

- a) all regular, probationary, graduate students, reduced-hours and temporary employees whose functions are included in the classifications paid from Salary Schedules 01, 02 and 03.

Exclude:

- a) those persons who perform managerial functions as distinct from supervisory functions. An employee is performing managerial functions if:
 - i) she/he performs managerial functions such as hiring, promotion, performance **management and step progression**, discharge, etc., over other employees in the bargaining unit; and

she/he is required to spend the majority of his/her time performing managerial duties; and

she/he supervises at least seven (7) employees (directly and indirectly) on a regular and continuous basis; or

- ii) she/he supervises persons who are excluded from the Society's bargaining unit by reason of performing managerial functions or being employed in a confidential capacity with respect to labour relations.

2.3.2 Definitions

- a) "Supervisors" means employees who primarily perform supervisory functions, including the requirement to make recommendations regarding any staff or personnel matter. These staff or personnel matters include, but are not limited to, such areas as selection, promotion, appraisal, discipline, transfer, staffing needs, work methods, changes in terms and conditions of employment, grievances, or the interpretation and administration of the applicable Collective Agreement. "Supervisors" includes employees in other employee classifications who perform supervisory functions.
- b) "Professional engineer" means either: a) an employee who is a member of the engineering profession entitled to practice in Ontario and employed in a professional capacity; or b) an employee with equivalent credentials who is in a position that requires engineering expertise and specialized knowledge. This definition includes all employee categories included under the heading of "Professional Engineer" listed in Attachment A to Appendix I "Utilization and Advancement of Professional Engineers and Scientists" in this Agreement. "Professional engineers" includes employees who satisfy these criteria and who are required to perform supervisory functions.
- c) "Engineers-in-training" means an employee who has completed a course of specialized instruction in engineering sciences and graduated from a university or similar institution, who has not satisfied all the requirements for practicing as a professional engineer and who is on a structured training program to partially satisfy these requirements.
- d) "Scientists" means employees who are university graduates in the Natural Sciences, the Applied Sciences, Mathematics or Computer Sciences, who are not classified as professional engineers, and who are engaged in the application of this specialized knowledge in the course of their employment. This definition includes all incumbents in positions identified under the heading of "Scientists" listed in Attachment A to Appendix I entitled "Utilization and Advancement of Professional Engineers and Scientists" in this Agreement. "Scientists" includes employees who satisfy these criteria and who are required to perform supervisory functions.
- e) "Professional employee" means an employee who:
 - i) in the course of his/her employment is engaged in the application of specialized knowledge ordinarily acquired by a course of instruction and study resulting in graduation from a university or similar institution; and

- ii) is eligible to be a member of a professional organization that is authorized by statute to establish the qualifications for membership in the organization; or
- iii) performs the functions, but lacks the qualifications of a professional employee.

“Professional employees” include employees who satisfy these criteria and who are required to perform supervisory functions.

- f) “Administrative employee” means an employee who normally supervises persons engaged in office administration, construction, security or maintenance work who are represented by another trade union. This definition includes employees who share a community of interest with “supervisors”.
- g) “Associated employees” means employees in positions which normally require a university degree or equivalent education or experience. This definition encompasses employees who share a community of interest with “professional engineers”, “scientists” or “professionals” and includes, but is not limited to, Nurses. “Associated employees” includes employees who satisfy these criteria and who are required to perform supervisory functions.

2.4 Supervisory Employees - Code of Ethics

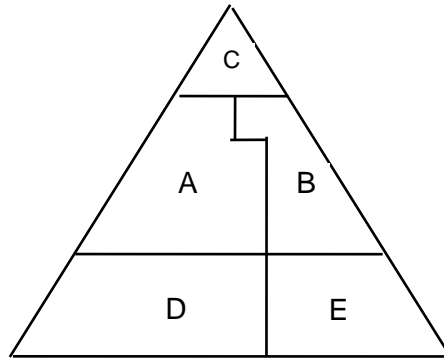
Hydro One agrees to include supervisory employees in the bargaining unit on the condition that the parties recognize that supervisory employees will continue to exercise key functions in the control and operation of Hydro One. As members of Hydro One’s managerial staff, supervisors use judgment to express and make operative the decisions of Management. They are responsible for fostering a healthy work environment. The parties recognize the responsibility of supervisors to discharge their supervisory duties in good faith. The Society and Hydro One will identify, minimize and/or avoid the conflicts/perceived conflicts of interest that may arise concerning the relationship between supervisors, the Society and Hydro One.

It is recognized that supervisory employees may be disciplined for failure to act in good faith as a representative of Management and fulfilling their responsibilities including abuse of supervisory position and breach of trust.

2.5 Exclusions Process

Hydro One and the Society agree to the following process for the purpose of excluding new and changed positions from the Society’s jurisdiction.

1. **a** The following new or changed job documents or their electronic equivalents in Scenarios A to D will be sent to the Society for their review:



- A - Society Jobs
 B – **Band 7 & 8 MCP** Jobs
 C – **Band 6 and above MCP** Jobs
 D - Borderline Society/PWU Jobs
 E – **Band 8 and below MCP** Jobs

Scenario	New Jobs	Revised Jobs
A	Documents will be sent to the Society after finalization.	i) If job leaves Society jurisdiction, documents will be sent to the Society before finalization. ii) If Society jurisdiction does not change, documents will be sent to the Society after finalization.
B	Documents for new Band 7 & 8 MCP jobs will be sent to the Society before finalization.	If jurisdiction changes to Society bargaining unit, documents will be sent to the Society after finalization.
C	Documents for new Band 6 and above¹ MCP jobs will be sent to the Society before finalization.	If jurisdiction changes to Society bargaining unit, documents will be sent to the Society after finalization.
D	Documents for the following new jobs not established as PWU jobs in the past will be sent to the Society before finalization: i) supervisory jobs, and ii) non-supervisory jobs which report to a Society-represented position and are paid at the final step rate at or above MP1 reference point.	If jurisdiction changes to Society bargaining unit, documents will be sent to the Society after finalization.

1. b *Clarity Note regarding the Application of Exclusions Process to New or Changed MCP Jobs that are excluded under the new exclusion criterion (see Appendix III):*

¹ In this section “above Band...” refers to MCP salary bands that are higher in the organizational hierarchy (e.g. Band 5 is above Band 6) and “below Band...” refers to MCP salary bands that are lower in the organizational hierarchy (e.g. Band 6 is below Band 5).

- i. *Vice-President jobs and/or jobs rated Band 4 or above do not need to go through the exclusion process. Hydro One will notify the Society about any applicable new jobs.*
- ii. *The exclusions process does not apply to jobs that have an MCP report.*
- iii. *Subject to (ii) above, the exclusions process will apply to jobs rated Band 5 and below (including but not limited to Bands 6 and 7).*
- iv. *In the event that Hydro One changes the system used to classify MCP jobs, or significantly alters the MCP band structure, the parties will attempt to reach agreement on how to apply the principles set out above to the new/modified classification system. Failing agreement, either party may refer this dispute to a mutually agreeable arbitrator.*

1. c **Frozen Landscape**

The parties agree that the frozen jurisdictional landscape as agreed to in the May 31, 2007 Memorandum of Agreement will form the basis of the ongoing jurisdictional landscape between the parties. For clarity, Hydro One will not alter or amend any existing Society represented jobs such that as a result they fall outside the Society's jurisdiction. Hydro One can introduce newly created MCP jobs, which will be processed in accordance with the exclusion process. Also, Hydro One can replace individuals who leave existing MCP jobs or add additional positions to existing MCP jobs.

The employer will provide the Society with a complete list of the jobs included in the "frozen landscape", including job title and occupation code. The employer will provide the Society with a written summary of any changes in "frozen landscape" jobs, including job title revisions, every year. These timelines may be amended by mutual agreement.

2. If a new or changed job is excluded from the Society's jurisdiction and the Society has concerns with the exclusion, the parties will meet within 15 days of the exclusion request to attempt to resolve any outstanding issues.
3. If the parties are unable to resolve the issues, the Society can request that the dispute be submitted to expedited arbitration. A hearing will be held within 30 days of the referral, and a decision will be rendered within 15 days of the hearing. Management cannot implement the exclusion until the Arbitrator's decision. The Society must inform Hydro One of their intent to request arbitration within 10 days of the meeting taking place. If the Society does not request arbitration, Hydro One is free to implement the excluded position.
4. Management will notify the Society office of any jurisdictional grievance filed by another trade union against a Society-represented position and will advise the Society of any change in status (e.g., referred to next step, resolved, withdrawn).
5. Attachment 1 is the exclusion form which will be used in accordance with this process. The Society's agreement to exclude any position under this process is without prejudice to its position in any proceedings and will not limit the Society's right to challenge the exclusion at a later point in time.

ATTACHMENT 1 Hydro One Request for Society Exclusion

-Note: Before an occupation code can be issued, completion of the shaded areas by Line Management and/or Human Resources is mandatory.

date	job title	schedule/grade
business unit	division	department

This is a: new document
 revised and previously excluded document - existing occupation code:
 revised and previously included document - existing occupation code:
 Managerial Exclusion Confidential Exclusion Within Another Trade Union

<p>SOCIETY UNIT DIRECTOR</p> <p><input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed</p> <p>If disagreed, why?</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Society Unit Director (signature)</p> <p>_____</p> <p>Date: _____</p>	<p>SOCIETY STAFF OFFICER</p> <p><input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed</p> <p>If disagreed, why?</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Society Staff Officer (signature)</p> <p>_____</p> <p>Date: _____</p>
--	--

(The Society's agreement to exclude any position from its jurisdiction is without prejudice to challenge this exclusion at a later point.)

<p>Line Management (signature)</p> <p>_____</p> <p>Date: _____</p>	<p>Human Resources Department (signature)</p> <p>_____</p> <p>Date: _____</p>
--	---

Note: See Article 2 of the Society-Hydro One Collective Agreement for the complete Recognition Clause and Letter of Understanding, dated Oct. 4, 1994. For clarification or information regarding exclusion, please contact your Human Resources Officer or Labour Relations - Corporate HR or the Society Office or a Society Unit Director.

2.6 Successor Rights

- 2.6.1 Hydro One agrees that it will not directly or indirectly request government to exempt the Company or the Society from the successor rights provisions of the applicable labour relations legislation.
- 2.6.2 The successor rights provisions of the applicable labour relations statute shall be incorporated by reference into this collective agreement. No board of arbitration established pursuant to the grievance and arbitration provisions of this contract has jurisdiction to make any decision within the jurisdiction of the Labour Relations Board and nothing herein is intended to affect the jurisdiction of the Labour Board to resolve disputes related to the application of the provisions of the statute. For purposes of s.48 of the *Ontario Labour Relations Act* and s. 57 of the *Canada Labour Code*, the Ontario Labour Relations Board or the Canada Labour Relations Board shall be deemed to be a Board of Arbitration for the resolution of disputes related to the interpretation, application, administration or alleged violation of this provision of the collective agreement. The remedial powers of the Labour Board shall be as set out in the relevant statutory provisions governing successor rights.

3 EMPLOYEE CLASSIFICATIONS

3.1 Probationary Employees

A probationary employee is an employee who is hired on a trial basis with the prospect of being reclassified as a regular employee, if the employee's performance satisfactorily meets the job requirements. The probation period is normally a minimum of **six (6)** months and a maximum of **twelve (12)** months **upon mutual agreement of the employer and the Society representative**². After six (6) months, **or after twelve months where an extension has been agreed to**, the employee will either be made regular, transferred to another probationary position or terminated unless there is an expectation that a longer probationary period will result in improvement in a specific area which has been identified to the employee (e.g. completion of a training course or a specific work assignment, interrupted probationary period as a result of parental leave, etc.) The employee's benefits and working conditions are the same as regular employees with exceptions identified in the provisions where different treatment has been agreed to.

3.2 Regular Employees

A regular employee is an employee who has either served the required probationary term or has previously been employed in one of the other categories and has satisfactorily met the job requirements. The employee occupies a position that is considered part of the on-going organization of Hydro One.

3.2.1 Reduced Hours of Work Regular Employees

A reduced hours of work regular employee is an employee who has regular status but works less than the base hours for a full-time position. The employee's

² ***For the meaning and application of the term "Society representatives" throughout this agreement, see Appendix IX ("Designation of Society Representative Contact Persons/Decision-Makers in the Society-Hydro One Collective Agreement")***

benefits and working conditions are pro-rated and based on the entitlements of the regular employees. The pro-rating is described in Article 71 (Reduced Hours of Work).

3.3 Temporary Employees

3.3.1 A temporary employee is an employee who is hired for short-term work assignment which is not ongoing (i.e. normally not extending beyond 24 months). The employee's benefits and working conditions are as per Article 33 (Temporary Employees).

3.3.2 Reduced Hours of Work Temporary Employees

A reduced hours of work temporary employee is an employee who has temporary status but works less than the base hours for a full-time position. The employee's benefits and working conditions are pro-rated as per Article 33 (Temporary Employees).

3.3.3 Student Employees

A student employee is an employee who is hired for short-term work which is not ongoing. He/she is normally in the process of completing his/her post-graduate studies and is expected to return to his/her studies after an agreed employment period. The employee's benefits and working conditions are as per Article 33 (Temporary Employees).

4 SERVICE CREDIT DEFINITIONS

Service credits shall be based on all previous full-time (regular, temporary and casual) service and part-time/reduced hours (regular and temporary) unless otherwise specified. (See Section 9.3 Transition Provisions)

4.1 Established Commencement Date (ECD)

The "ECD" represents the latest date of hire, subject to authorized adjustments for previous service as detailed below.

a) Regular

The ECD for regular employees is calculated by giving service credits for:

- probationary employment;
- 100% of employment service in an acquired company;
- previous regular and temporary (full-time and reduced hours employment), if there has been no break in service exceeding twelve (12) months;
- previous casual construction employment if there was no break in employment exceeding three (3) months (or 12 months for casual construction employees on the Pension and Insurance Plan).

(The ECD has an impact on sick leave and severance pay.)

b) Temporary

The ECD for temporary employees is calculated by giving service credits for:

- previous temporary employment, if there has been no break in service exceeding 3 months and employee has less than 12 months service;
- previous temporary employment, if there has been no break in service exceeding 12 months and employee has greater than 12 months service.

(The ECD has an impact on statutory holidays and floating holidays.)

4.2 Vacation Credit Date (VCD)

The VCD represents all service regardless of breaks. While a regular employee, service credits shall be based on the current ECD and adjusted for all previous periods of Hydro One employment. All employees who currently work reduced hours or have done so in the past, will have such service calculated as if were full time.

(VCD is used to determine vacation bonus.)

4.3 External Experience Value (EEV)

The EEV represents a vacation credit quantity expressed in number of years, months and days for external work experience granted to qualifying regular employees (Section 40.7). The EEV and VCD determine total years credit for vacation entitlement (days) and service-based payment in lieu of notice (Subsection 64.13.1).

4.4 Service Recognition Date (SRD)

The SRD for regular employees represents all service while a Hydro One employee on payroll regardless of breaks in employment. Service credits shall be based on the last hire date and adjusted for all previous periods of Hydro One employment. All employees who currently work reduced hours or have done so in the past, will have such service calculated as if it were full time (it should never be pro-rated).

Authorized Adjustments:

a) Personal Leaves of Absence

SRD includes the time an employee is on "leave", if the employee is on a:

- personal leave of absence with pay; or
- personal leave of absence without pay which is less than 15 working days; or
- personal leave of absence without pay which is more than 15 working days and which was started on or after April 15, 1993 -- only that portion which was taken during the period from April 15, 1993 to August 31, 1997.
- prepaid leave of absence, under the enhanced leaves of absence policy dated April 16, 1993, greater than eight (8) weeks.

b) Pregnancy/Parental Leaves

SRD includes the time an employee is on a pregnancy/parental leave (previously referred to as normal or extended maternity/adoption leave).

c) Job Sharing

SRD is calculated as if the employee is working full-time hours.

d) Work Sharing

SRD is calculated as if the employee is working full-time hours.

(SRD has an impact on recognition of employee service at years 25 and 40, Quarter Century Club Membership and seniority (Article 64).)

4.5 “Eligibility Service” or “Continuous Employment” for Pension Purposes

Generally, it is the number of years (including a portion of a year) a pension plan member has been continuously employed in which there has been no break in employment exceeding 12 months. It includes previous Ontario Hydro/Hydro One pensionable service which has been reinstated; external service which has been transferred into the pension plan under a reciprocal pension transfer agreement; and periods of pregnancy/parental leave. It may include certain types of non-Hydro One regular service purchased under special provisions. It generally excludes leaves of absence without pay except where the employee elects to pay the pension contribution. The exceptions are detailed in the pension rules.

Eligibility Service (ES) is used as an eligibility criterion for early retirement and the associated early retirement discounts; and in conjunction with Membership Service (i.e., the service subsequent to the date actually joining/started contributing to the Plan) and Age, to determine death and termination benefit entitlements.

5 TEMPORARY ASSIGNMENTS

There may be instances when employees are temporarily removed from their normal duties to perform work outside of the Society's bargaining unit. Likewise, employees from outside of the bargaining unit may be assigned temporarily to work within the Society's bargaining unit.

In such instances, the parties agree that:

5.1 Employees Temporarily Excluded from Society Jurisdiction

5.1.1 The Society shall be given prior notice of any temporary assignment exceeding three months' duration that Hydro One considers outside the bargaining unit, along with a rationale for the proposed exclusion.

5.1.2 The Society shall continue to represent employees who have been temporarily removed from their regular positions to perform work outside the bargaining unit for the first three months of the temporary assignment. Dues shall be deducted and remitted to the Society for the three month period.

5.1.3 Except where otherwise specified in this Agreement, Society-represented employees who are temporarily assigned to positions outside the bargaining unit shall have access to all benefits, plans or entitlements under Part X (Health Benefits), Part VII (Pension and Insurance), Part XI (Relocation Assistance), and Articles 64 (Redeployment, Surplus Staff and Change of Employer) and 65 (Vacancies) of the Collective Agreement for the full duration of the assignment.

5.2 Employees Temporarily Included in Society Jurisdiction

5.2.1 Hydro One personnel from outside the Society's bargaining unit who are temporarily assigned work within Society jurisdiction shall be represented by the Society for that portion of the assignment extending beyond three months, and dues shall be deducted for the period beyond three months.

5.2.2 During the period of Society representation, temporarily included employees shall be subject to the provisions of the Collective Agreement, but the following shall not apply:

- Article 31 (**Salary Progression Plan**)
- Part IX (Absence from Work)
- Part X (Health Benefits)
- Part VII (Pension and Insurance)
- Part XI (Relocation Assistance), except for Article 56 (Compensation when Assigned to Temporary Work Headquarters)
- Part XIII (Working Conditions) except for vacancy rights pursuant to Clause 65.6.3.g
- Other provisions or agreements to the extent they concern the above

5.3 Grievance

The Society's Complaint and Grievance/Arbitration procedure shall apply to any dispute relating to an applicable provision of the Society's Collective Agreement, including any dispute as to whether the Collective Agreement is applicable in the circumstances. The employee and/or the employee's bargaining agent retain any rights in respect of terms and conditions of employment to which the Society's Collective Agreement does not apply.

6 EMPLOYEES ON TEMPORARY OUT-OF-PROVINCE ASSIGNMENT

6.1 Terms and Conditions of Employment During Assignment

6.1.1 When a Society-represented employee accepts a temporary assignment outside Ontario, the employee:

- a) retains his/her status as an employee of Hydro One;
- b) continues to accrue service credit for all purposes under Article 4 of the Collective Agreement;
- c) is required to pay Society dues during the term of any assignment beginning on or after January 1, 1995.

- 6.1.2 The employee remains represented by the Society until he or she begins this assignment. When an employee accepts a personal services contract, that contract together with this Article shall constitute the employee's complete terms and conditions of employment for the full term of the assignment. Hydro One will advise the Society after a personal services contract with a Society-represented employee is signed.
- 6.1.3 Hydro One will indemnify, or cause to be indemnified, each employee who, in the course of work on temporary out-of-province assignment, becomes subject to a claim made against him/her or to a threat of discipline from an association with statutory power to apply professional standards. Article 13 will apply unless indemnification provisions specific to a given contract or project are identified in the personal services contract.

6.2 Filling the Pre-Assignment Position

Before the employee commits to the assignment, Management will determine whether it intends to fill the position on a temporary or regular basis and discuss the decision and rationales with the employee. Hydro One will inform the employee of any intent to change this plan while the employee is on an out-of-province assignment.

6.3 Redeployment Upon Completion of Assignment

- 6.3.1 The line manager in the employee's pre-assignment Business Unit shall provide or shall identify appropriate personnel to provide the returning employee with employment-related information and assistance and to carry out the provisions of this Subsection upon completion of the assignment and return to Ontario.
- 6.3.2 When the employee's pre-assignment position with Hydro One continues to exist and has not been filled or has been filled temporarily, the employee shall return to that position.
- 6.3.3 When the employee's pre-assignment position with Hydro One no longer exists or has been filled regularly, and the employee is not surplus by operation of Article 64, the employee shall be placed in an Hydro One vacancy for which he/she is qualified, in the following order:
- a) a lateral vacancy within the employee's pre-assignment Business Unit at the pre-assignment location;
 - b) within the pre-assignment Business Unit, a choice of a lateral vacancy at a new location, or a vacancy within two salary grades lower at the pre-assignment location;
 - c) within the pre-assignment Business Unit, a vacancy within two salary grades lower, in a new location;
 - d) redeployment in accordance with Article 64.
- 6.3.4 Placements under Subsection 6.3.3 (a), (b) or (c) above are exceptions to Hydro One posting requirements, consistent with Subsection 65.6.1 (b).

6.3.5 When there is a reasonable expectation that an employee will be placed in a different position upon return from a temporary out-of-province assignment, Hydro One will identify and notify the employee of potential placements. An employee who is not placed within 30 days of completion of the assignment and return to Ontario shall have the right to be redeployed in accordance with Article 64.

6.4 Employment Continuity During Temporary Out-of-Province Assignment

6.4.1 Employees on temporary out-of-province assignments will be neither advantaged nor disadvantaged with respect to rights under Article 64 upon return from the assignment. When an employee's pre-assignment position has been included in a Unit of Application for redeployment under Article 64, the employee will be redeployed in accordance with Article 64.

The Joint Redeployment and Planning Team (JRPT) will consider issues such as:

- the number of employees within the unit of application who are on temporary out-of-province assignments;
- the duration of the assignments;
- the seniority of the affected employees;
- the qualifications of the affected employees;
- the ability to factor the employee into the on-going joint planning efforts (i.e., will the employee be returning during or shortly after the joint planning process);
- the ability to fill positions in the new organization on a temporary assignment basis in order to accommodate a returning employee;
- the need to fill positions in the new organization on a continuing basis;
- the need to keep employees apprised of developments within their unit of application that may impact on their job status during the assignment.

6.4.2 If an employee is declared surplus while he/she is on temporary out-of-province assignment, the employee will be notified and all surplus entitlements will be deferred until the employee completes the assignment and returns to Ontario.

6.4.3 An employee on temporary out-of-province assignment who is subject to redeployment under Article 64 in his/her absence and the JRPT determines:

- a) the employee would have been matched to a position by virtue of seniority and qualifications and is, therefore, deemed not surplus; and
- b) the employee will not be matched in the redeployment; then the employee will be entitled to treatment under Section 6.3 above.

7 LETTERS OF UNDERSTANDING

7.1 Letters of Understanding will form part of this collective agreement. Letters of Understanding are found in Part XVI.

7.2 Letters of Understanding

7.2.1 Intent

A Letter of Understanding may serve the following purposes:

- amend or add to the current provisions of the agreement;
- elaborate/clarify the intentions of a provision of the collective agreement
- establish provisions for issues not covered by the agreement

7.2.2 Grievance/Arbitration

Letters of Understanding are subject to the same grievance and arbitration provisions as are other items in the collective agreement

7.2.3 Approval

Letters of Understanding must bear the signatures of both the Vice-President Labour Relations (for Hydro One) and the Local Vice-President (for the Society) or their designates.

7.2.4 Duration

The parties agree that, for the most part, Letters of Understanding should contain "sunset clauses". In those cases where such a clause has not been put into a Letter of Understanding, the Society and Hydro One will at some time during collective agreement negotiations determine the status of each such Letter of Understanding (e.g., incorporate in to the collective agreement, delete it, extend it, etc.).

PART III - VOLUNTARY RECOGNITION AGREEMENT

8 VRA AMENDMENTS

A Voluntary Recognition Agreement (VRA) between Ontario Hydro and the Society came into effect on January 14, 1992. A complete text of the VRA between Ontario Hydro and the Society is found in Appendix IV. The VRA, as amended in this Article, is applicable to Hydro One. The VRA shall remain in effect thereafter except for Sections 4.0 and 5.0 of the VRA (outlined in Articles 14 and 15 of this Agreement) which may be terminated by written notice by either party not less than six months prior to the expiry of the Collective Agreement in operation on January 1, 2005 or any subsequent Collective Agreement. On January 6, 2003, Hydro One provided the Society with written notice of termination of paragraphs 4.0 and 5.0 of the VRA.

In the event that either party desires to amend the VRA on or after January 1, 2005, it must notify the other party in writing not less than six months prior to the expiry of the Collective Agreement in effect on January 1, 2005 or thereafter six months prior to the expiration of any subsequent Collective Agreement. In such circumstances the parties will have the right, if either party so chooses, to appoint a mutually agreeable mediator for the purpose of reaching a settlement of the issues and where there is mutual agreement the mediator shall arbitrate outstanding matters in dispute.

Notwithstanding the above, the parties may mutually agree to amend the VRA at any time.

8.1 Supervisory Employees

For the purposes of this Article, the parties agree that Supervisory positions are those that are not excluded under Article 2.0 above and that satisfy the following criteria:

- a) Employees on Salary Schedule 01 who under Plan A "Nature of Supervision" have either Degree 3 (or higher) or its equivalent;
- b) Employees on Schedules 02 or 03 on condition they normally supervise other employees.

PART IV - COLLECTIVE AGREEMENT TERM - NO STRIKE/NO LOCKOUT

9 COLLECTIVE AGREEMENT TERM - NO STRIKE/NO LOCKOUT

9.1 This Collective Agreement shall remain in effect from **April 1, 2013** to **March 31, 2016** inclusive and, thereafter, shall be renewed automatically from year to year unless either Party notifies the other in writing not less than 90 days prior to the expiration of the Collective Agreement that it desires to amend the Collective Agreement.

9.2 No Strike/No Lockout

The Society, employees within the scope of the bargaining unit, and Hydro One are pledged to the effective and efficient operation of Hydro One and they pledge themselves, individually and collectively, to refrain from taking part in strikes, lockouts or sympathy strikes and other interference with work or production during the term of the Agreement.

Nothing in this Collective Agreement is intended to interfere with the exercise of lawful economic sanctions under the *Ontario Labour Relations Act* and the *Canada Labour Code* by any member of the bargaining unit or bargaining units as the case may be or by the Society itself should either party to the Agreement elect to terminate Sections 4.0 and 5.0 of the Voluntary Recognition Agreement.

9.3 Transition Provisions

9.3.1 The following transitional provisions have no application to any person who was not an employee on January 1, 1999.

9.3.2 The term "bargaining unit" for the purposes of Section 9.3 herein ("this Section") will mean the Society bargaining unit with one of Ontario Power Generation Inc. (Nuclear), Ontario Power Generation Inc. (Non - Nuclear), Hydro One Inc., Independent Market Operator or Electrical Safety Authority.

9.3.3 After December 31, 2002, an employee in a bargaining unit who is declared surplus, who is eligible to exercise rights under *the* "Pre Mix and Match Surplus Declarations" LOU (dated March 31, 1995) or who has recall rights is eligible to apply to posted vacancies in another bargaining unit. Such applicant will be given fair and objective consideration for employment before new hires. A successful applicant will transfer his or her service to the new Employer in accordance with paragraph 9.3.5, below. No employee hired under this provision will be entitled to any relocation or moving expense under the provisions of any Collective Agreement.

9.3.4 An employee in a bargaining unit, to the extent he/she is not subject to other selection – provisions in this Section, may apply for posted vacancies and placement in another bargaining unit as an external applicant on the basis of Article 65.6.3(h).

9.3.5 Any successful applicant to a position in another bargaining unit shall transfer all accumulated service, vacation, seniority, pension, and sick leave credits as set out in Articles 4 ("Service Credits"), 44 ("Sick Leave Plan") and 64

("Redeployment, Surplus Staff Procedure and Change of Employer") to the new employer. The employee shall be reimbursed by the former employer for all his or her outstanding accumulated vacation, including current year, bonus, banked and deferred vacation, as applicable under Article 40 ("Vacation") according to the collective agreement with the former employer. The provisions of this paragraph also apply to employees changing bargaining units pursuant to LOU #4.

- 9.3.6 Priority consideration for vacancies and service credit transfer under this Article shall only apply where it is reciprocated in the collective agreement of the bargaining unit from which the employee is applying/transferring.

PART V - UNION SECURITY

10 SOCIETY MEMBERSHIP AND DUES DEDUCTION

10.1 Membership in the Society

The Society agrees to permit members to withdraw from membership in the Society.

10.2 Dues Deduction (Rand Formula)

Society dues, as prescribed by the Society Constitution, or an equivalent amount, shall be deducted monthly (or more frequently if agreed) by Hydro One by compulsory payroll deductions from all Society-represented employees and shall be forwarded to the Society on their behalf with a list of appropriate employee information.

The Society confirms it will respect the applicable provisions of the *Ontario Labour Relations Act (RSO 1990)* and the *Canada Labour Code* with respect to bona fide religious convictions or beliefs.

11 PRINCIPLES REGARDING INVOLVEMENT WITH RESPECT TO SUCCESSOR RIGHTS

Consistent with the parties' commitment to deal with issues in an open and co-operative manner with the earliest possible involvement of each party, the parties have developed the following principles and intent:

- a) Prior to the finalization of negotiations that could lead to the sale of all or part of the business, privatization of all or part of a Business Unit, the creation of joint ventures or partnerships or other enterprises which could adversely impact on the Society's bargaining rights or the contractual rights of its members, the Society will be consulted to the extent that circumstances reasonably permit. The Society agrees that confidentiality will be maintained.
- b) The parties agree to attempt to minimize the negative impacts on Hydro One employees in these circumstances.
- c) Hydro One agrees to apprise any external third party involved in negotiations that Hydro One has employees represented by the Society and Hydro One will undertake to provide the Society with an opportunity to present its interests to the third party.

PART VI - DISPUTE RESOLUTION PROCESSES

12 No DISCRIMINATION

12.1 Human Rights

Every employee has a right to be free of harassment and discrimination in the workplace on the basis of prohibited grounds, as outlined in the Hydro One Human Rights Policy. An employee who has a harassment or discrimination complaint on the basis of these grounds will have access to Hydro One's Human Rights and Harassment Complaints resolution policy process or the grievance process.

Any Society-represented employee involved in Hydro One's Human Rights and Complaints process may consult with and be accompanied by a Society representative if he or she chooses to do so. No record of a complaint will be maintained in an employee's personnel file, except in the case of individuals who have received disciplinary action. Any person against whom a formal complaint is filed must be given particulars of the complaint.

As long as an employee has an active complaint of discrimination or harassment on the basis of prohibited grounds, either under Hydro One's Human Rights and Complaints process or with the Human Rights Commission, the Society will not make such a complaint or Hydro One's process the subject of a grievance on the employee's behalf.

12.2 Union Activity

Hydro One shall not discriminate against an employee on the basis of membership or activity in the Society. An employee who has a complaint of such discrimination shall have the right to seek redress under the Grievance and Arbitration Procedure.

13 EMPLOYEE INDEMNIFICATION

13.1 Hydro One will provide assistance and financial indemnification to an employee who, as a consequence of performing the normal duties of his or her job for Hydro One, is made, or threatened to be made, a party to a civil action or a criminal proceeding (other than for offences under the Criminal Code of Canada) or quasi-criminal proceeding, or other administrative proceeding (such as formal complaint filed with the Human Rights Commission), or is subject to a threat of discipline or actual discipline from an association that is empowered by statute to regulate professional standards. This assistance will include independent legal representation at Hydro One's expense, subject to Hydro One's approval of the employee's choice of his/her counsel.

Notwithstanding the above paragraph, Hydro One will not provide financial indemnification to an employee considered by Hydro One to have acted with dishonesty, bad faith, or with intentional or reckless disregard for the best interests of Hydro One.

An employee who is subject to prosecution under criminal law (Criminal Code of Canada) as a consequence of performing the normal duties of his/her job and found to be not guilty, or against whom charges have been dropped, may receive financial indemnification.

14 VOLUNTARY RECOGNITION AGREEMENT DISPUTES

14.1 Enforcement

The primary method of enforcement of the Voluntary Recognition Agreement shall be pursuant to the grievance and arbitration provision in this Collective Agreement. However, should the Collective Agreement not be in operation or applicable to the dispute, either party shall have the right to refer to final and binding arbitration any differences between the parties arising from the interpretation, application, administration or alleged violation of the Voluntary Recognition Agreement, including any question as to whether a matter is arbitral.

Subject to the conditions of this Agreement, if a mediator or arbitrator is not appointed within 30 days of a matter being referred to mediation and/or arbitration, either the Society or Hydro One shall have the right to refer the matter to the Minister of Labour (provincial or federal) or the Chief Justice of the Ontario Court of Justice and the Minister or Chief Justice shall appoint a mediator and/or arbitrator. The arbitrator will have the power accorded under the *Ontario Labour Relations Act* and the *Canada Labour Code*.

15 HEALTH AND SAFETY DISPUTES

15.1 Except for disputes involving the principles set out in the Tripartite Agreement on Joint Health and Safety Committees, all other disputes involving allegations that Hydro One has violated the provisions of the *Occupational Health and Safety Act (OHSA)* will not be subject to the provisions of the grievance/arbitration procedure except where provided for by the legislation itself. The parties will attempt to resolve such disputes at the lowest level possible. Failing resolution, the dispute may be forwarded to the Ministry of Labour for final resolution.

15.2 Disputes which involve interpretations about Sections of the OHSA, or any of its associated regulations will be resolved in accordance with the procedure set out in the joint agreement "*Handling Legislative and Regulatory Impasses Pertaining to the Occupational Health and Safety Act and its Associated Regulations*" dated December 5, 1991.

16 COMPLAINT AND GRIEVANCE/ARBITRATION PROCEDURE

16.1 Preamble and Principles of Operation

The following procedure for dispute resolution consists of three elements: a complaint process, a grievance procedure and an arbitration process. These processes will be used by the Parties in order to resolve complaints and grievances submitted by Society-represented staff, the Society, or Hydro One unless the parties have expressly agreed elsewhere in this Agreement on alternate dispute resolution processes to limit the scope of the grievance/arbitration procedure.

Early discussions and resolutions at the lowest level possible are encouraged because this leads to addressing issues before a grievance is lodged. The Parties also recognize that early and open discussions are key to maintaining a positive working relationship.

The Parties recognize the need for open and honest discussions at all levels of the complaint and grievance process. These discussions will allow for a common

understanding of all the facts and will enhance the chance of a mutually acceptable resolution.

This process should have the flexibility to respond to the advantages gained through a problem-solving approach to dispute resolution.

This process is designed to be simple, efficient, and understandable for all parties involved.

16.2 Definitions

a) Employee Complaint

An employee complaint is a claim of unfair treatment that an employee has requested the Society to present on the employee's behalf. An employee complaint which does not meet the criteria of an employee grievance shall not be subject for the grievance/arbitration procedure.

b) Employee Grievance

An employee grievance is defined as any dispute between Hydro One and the Society arising from the application, administration, interpretation or alleged violation of the Collective Agreement, or unreasonable exercise of Management discretion in the administration and application of the collective agreement. An employee grievance shall be filed at Step 2, normally following consideration of an employee complaint at Step 1.

c) Group Grievance

A Group grievance is defined as any dispute between Hydro One and the Society arising from the application, administration or alleged violation of the Collective Agreement, or unreasonable exercise of Management discretion in the administration and application of the collective agreement relating to the same dispute by more than one employee. A Group grievance shall be filed at Step 2. Grouped complaints will normally be considered at the Complaint Step if the employees report to a single supervisor.

d) Policy Grievance

A Policy grievance is defined as any dispute between Hydro One and the Society arising from matters of application, administration, interpretation, or alleged violation of the Collective Agreement. A policy grievance shall be filed at Step 2, and must be filed within 60 days after the circumstances giving rise to the grievance have come or ought to have reasonably come to the attention of the Society.

e) Management Grievance

Hydro One may present to the Society any complaint with respect to the conduct of the Society. If such a complaint is not resolved, it may be treated as a grievance and referred to arbitration under the provisions of this Article.

16.3 Scope Notes – Grievance and Arbitration

16.3.1 Grievances concerning personal performance appraisals which are not related to the interpretation or application of Article 19 are not arbitral. These

grievances will be processed up to and including step 2 of the grievance process.

If a grievance concerning an employee's performance appraisal cannot be resolved by the step 2 Committee, the performance assessment, which includes the employee's comments, will stand as a record of that year's appraisal.

- 16.3.2 Grievances related to selections based upon Article 65.6.4 may be processed through the grievance/arbitration process. If the arbitrator rules the process for selection was unfair, the arbitrator is limited to ordering a new selection process take place.
- 16.3.3 Disputes concerning Article 90 relating to the Occupational Health and Safety Act or Part II of the Canada Labour Code will normally be referred to the Ministry of Labour consistent with Article 15.
- 16.3.4 Both Hydro One and the Society have access to the grievance/arbitration procedure for disputes arising from the application of Part II (Recognition).
- 16.3.5 The grievance/arbitration procedure may be used to challenge any unreasonable, arbitrary or bad faith action taken by Hydro One which results in the exclusion of any employee or position from the bargaining unit. The Parties will attempt to resolve disputes expeditiously. The Society may initiate an unresolved dispute as a Policy Grievance.

16.4 Timeliness

The grievance procedure shall proceed without unnecessary delay. It is recognized that in some cases strictly enforced time limitations may interfere with a mutually acceptable process of fact-finding or problem resolution. However, either Party may invoke a time limitation upon five (5) days' written notice to the other Party. Except by mutual agreement, time limits for initiating a complaint/grievance, however, must be adhered to.

16.5 Step 1: Employee Complaint

- a) The Society will file an employee's complaint with the local line manager within 30 working days of the date the employee should reasonably have been aware of the action or decision giving rise to the complaint. The Society will provide a form outlining the grievor's complaint, proposed resolution and will identify the employee's society representative.
- b) An employee's complaint must normally be raised with the employee's supervisor and/or Society delegate and every effort should be made to resolve it informally. Hydro One will provide independent facilitation where the Parties agree that this is a reasonable approach to resolving the complaint.
- c) Where mutually agreeable, the Society may initiate an employee grievance arising from disciplinary suspension or discharge directly at Step 2.
- d) Local management and the Society representative will meet to attempt resolution within ten (10) working days of the date that the complaint is filed. Where mutually agreeable, the employee may attend the Step 1 meeting. Any resolution at Step 1 will be without prejudice and will not constitute a precedent in any other matter between the Parties except by written agreement.

16.6 Step 2: Meetings Of The Standing Grievance Settlement Committee (“GSC”)

- a) The Society may file an employee’s intent to grieve, with the grievor’s manager, within ten (10) working days of the step 1 meeting. The Society will file all Step 2 grievances within 30 working days from the 1st Step meeting. A policy grievance shall be initiated at step 2. The grievance form will indicate the articles in issue, outline the grievance and wherever possible, propose a resolution.
- b) Where a grievance is based upon discrimination or harassment, the parties will attempt to incorporate the following elements into the fact-finding :
 - i) the use of a neutral investigator agreeable to both parties;
 - ii) consideration of reports from preceding investigations;
 - iii) interviews with affected employees;
 - iv) mediation, if deemed appropriate by the parties upon consent of the affected employees.
- c) The parties will form a standing grievance settlement committee that will regularly schedule one meeting day every other month to attempt settlement of the grievance before it. Each party will appoint 3 standing members to the GSC. Each GSC shall comprise 1 standing member from each of the parties. These appointees must be representatives with decision-making authority.
- d) GSC hearing dates shall be determined and published annually on a calendar basis.
- e) Grievances heard by the GSC may be resolved by written agreement of the GSC. Unresolved grievances may be referred to expedited arbitration.

16.7 Grievance Arbitration

16.7.1 Expedited Arbitration

- A. Subject to Subsection 16.7.2, either Party may refer an unresolved grievance to expedited arbitration within 10 working days following the end of the Step 2. Expedited Arbitration shall be by a single arbitrator chosen by mutual agreement from the list at Article 16.7.5.
- B. Multiple cases will be heard on each day of expedited arbitration.
- C. Written briefs will be exchanged between the parties 1 week in advance of the expedited arbitration. Copies of the briefs will be forwarded to the arbitrator 1 week in advance of the hearing.
- D. The arbitrator will rely upon the briefs as much as possible and witnesses will only be called if required by the arbitrator.
- E. Expedited arbitrations will be held in alternating months in which the GSC hears grievances.

16.7.2 Regular Arbitration

- A. Unless the parties agree that expedited Arbitration is appropriate, Grievances based upon i) discharge/discipline, ii) harassment or discrimination, iii) policy grievances or iv) any other grievance the parties agree is not suitable for expedited arbitration, will be referred to a mutually agreeable arbitrator as per Article 16.7.5. Either party may refer an unresolved grievance to a single arbitrator within 10 days of the Step 2

meeting. Regular arbitration shall be scheduled within 60 days of the referral to arbitration.

16.7.3 General

- A. Each Party shall assume its own costs of the arbitration proceedings and shall share equally the cost of the arbitrator.
- B. An arbitrator shall consider any difference which arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated. An arbitrator shall also consider any matter of interpretation, application, and administration of policy and practice as may be referred to him/her by employee grievance. An arbitrator shall consider only such evidence as is presented to him/her by representatives of Hydro One or the Society.
- C. The arbitrator shall have the power to settle or decide such matters as are referred to him/her in a fair and equitable manner, and the arbitrator's decision shall be final and binding. An arbitrator shall not have the power to amend or terminate this Agreement, policies, or procedures save only any policies and procedures which may conflict with the terms of this Agreement.
- D. If mutually agreeable, the arbitrator may be requested to act as a mediator prior to formally commencing the arbitration.
- E. All arbitration decisions shall be delivered to the parties within 10 days of the arbitration hearing

16.7.4 Arbitrators

The following individuals are to be used as arbitrators if mutually agreed to:

Michel Picher
 Jane Devlin
 Jules Bloch
 Rob Herman
 Kevin Burkett

17 DISCIPLINE AND DISCHARGE

- 17.1 No employee, except as noted below, shall be disciplined or discharged without just cause.

When disciplining or discharging probationary employees for just cause, it is recognized that the probationary period is an extension of the selection process and that these employees have short service. Therefore, the threshold for discipline and discharge may be less than that of a regular employee in similar circumstances.

- 17.2 An employee is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with Management of the reasons for considering such action, unless he/she is a danger to himself/herself or others. A Society representative may be present at such a

meeting if the employee so desires. **The Society representative** will be advised a **minimum of 24 hours** in advance by Management of the time and place of the meeting.

- 17.3 Where an employee is required to participate in an interview in circumstances where discipline is likely to follow for such employee, the employee shall be advised of his or her right to have a Society representative present, and to have such a representative present during the interview if he or she chooses.
- 17.4 Disciplinary penalties resulting in a suspension without pay will not be imposed until a final decision (agreement between the Society and Hydro One or an arbitrator's decision) has been reached.
- 17.5 Employment File
- a) Documents communicating discipline and discharge will be maintained in the employee's official employment file (normally 901 file).
 - b) Unless otherwise agreed to, after documents communicating discipline have been on an employee's file for a maximum of two years, and there have been no further disciplinary occurrences, then the documents communicating discipline will be removed
 - c) Employees shall be allowed access to their own personnel files. Employees should submit the written request to their supervisor. Review of the file shall be carried out in the presence of the supervisor or human resources contact. Additions or deletions to the file shall be made only with the approval of the supervisor and the human resource contact.

18 PRINCIPLE AND PROCESS OF PRIOR INVOLVEMENT IN JURISDICTIONAL ISSUES/DISPUTES

- 18.1 Hydro One should advise the Society and provide an opportunity for its involvement at the appropriate organizational level (e.g., Hydro One, Business Unit, Division, Station) prior to making any final decision which could adversely affect the Society's jurisdiction.

The Society's jurisdiction may be adversely impacted by an organizational or operational changes, including technological changes, workload changes, and business process re-engineering. The Society's jurisdiction is adversely impacted by any assignment of functions customarily done by Society-represented employees to persons or employees outside of its bargaining unit and/or reduces the proportion of work customarily performed by Society-represented employees relative to that done by persons or employees outside of its jurisdiction.

- 18.2 Prior to making a final decision that could adversely impact the Society's jurisdiction, at the request of either party, Hydro One will establish a joint team with the Society which will review relevant facts and issues. In the event that the jurisdiction of another union is affected by this decision, the Society and Hydro One will strive to include a representative of this union in the review team. The criteria considered by the joint or tripartite review team will include the following:

- representational rights
- skill and training
- safety

- economy and efficiency
 - past practice
- 18.3 The parties agree to make their best efforts to reach consensus on issues affecting the Society's jurisdiction which will form the basis of recommendations to Senior Management.
- 18.4 In the event that consensus is not reached on issues affecting the Society's jurisdiction or Senior Management rejects the joint/tripartite team's recommendation(s), Hydro One will make the final decision and will provide written rationale for the decision to the Society.
- 18.5 The principle and process set out in 18.1 to 18.4 are not grievable with the exception of Hydro One's final decision. The recommendations of joint tripartite teams are without prejudice and cannot be relied upon at grievance/arbitration or before any labour relations board.

19 PERFORMANCE APPRAISAL FEEDBACK AND PERFORMANCE MANAGEMENT

19.1 Principles

- 19.1.1 Supervisors are expected to ensure all employees understand what is expected of them, encourage ambitious goal setting, stress accountability for results, and tolerate honest mistakes but not poor performance.
- 19.1.2 The Performance Appraisal process will be conducted in an atmosphere of mutual respect and empathy to encourage a positive two-way communication session. The employee should be given adequate notice and time to prepare.
- 19.1.3 The supervisor will endeavour to provide recognition to employees commensurate with contribution and performance. Performance expectations should be guided by the job document, work program of the unit and the employee's length of service in the job.
- 19.1.4 The supervisor should communicate on an ongoing basis and counsel the employee toward improved performance. Also, opportunities for improvement, training, performance counselling, assistance and sufficient opportunity and time to raise performance to the level required, should be part of the building blocks for the future.
- 19.1.5 The employee is responsible for recognizing that a problem exists and making a joint commitment to improve performance, or to jointly look at other alternatives, such as job skill match, etc.
- 19.2 Every employee has the right to an annual assessment with written feedback of his/her work over the preceding twelve (12) months.
- 19.3 Employee must be provided with a written record of the performance appraisal. Employees should receive written confirmation that the performance appraisal has taken place, and a statement of the employee's step standing as of the next "anniversary" progression date.

19.4 Performance Management

- a. If an employee fails to make satisfactory progress, his/her progression may be withheld for a period of six months.
- b. In taking this action, the Employer shall provide the employee **and his/her Society representative** with one month's notice with written reasons for withholding the progression and what is required to rectify the unsatisfactory performance.
- c. The performance of an employee whose progression has been withheld as above will be reviewed within six months. If progress and general performance are found to be satisfactory, progression shall be granted and the review date becomes the employee's new anniversary date. However, if progress and general performance are not satisfactory, the employee shall be either transferred or dismissed.
- d. If six months after the review his/her performance has continued to be satisfactory, he/she may be granted the next step in his/her progression. This will then re-establish his/her original progression status.

20 ROLE OF SUPERVISORS

- 20.1 As members of Hydro One's managerial staff, supervisory employees have a role to play in the resolution of disputes in their work units before they reach the grievance/arbitration procedure. In the event that a dispute reaches the grievance/arbitration procedure, the Society agrees not to discriminate against supervisors who represent Management in Society grievances.
- 20.2 The Society will exclude supervisors directly involved in a particular grievance from the decisions on the referral of the grievance through the grievance/arbitration procedure. Supervisors will not act on behalf of the Society in matters associated with a particular grievance where the grievance has been lodged by another member(s) who reports to the particular supervisor.
- 20.3 Society Representatives

A Society representative will be granted reasonable time off from normal duties and have normal base earnings maintained while acting as a Society representative in any of the steps of the grievance procedure or when required by Management to be a participant in arbitration proceedings under Articles 16, 19, and 64. Requests for time off will be made to Labour Relations, Hydro One Human Resources.

PART VII – PENSION AND INSURANCE

21 LIFE INSURANCE

21.1 The benefits and terms and conditions of the benefit entitlement for group life, living benefit and spousal life insurance for employees are as described in: the Collective Agreement; the brochure entitled “Group Life Insurance, Living Benefit and Spousal Life Insurance, updated May 31, 2000”. These documents, by reference, form part of the Collective Agreement. The benefits and terms and conditions of benefit entitlement as described in the above documents can be changed by mutual consent only.

21.1.1 The employee will be required to submit evidence of insurability if a re-election results in total increased insurance coverage.

21.1.2 Any re-election shall become effective on the January 1st following the year in which the re-election is made or on the date of approval by the insurer of any required evidence of insurability, whichever is later.

21.2 Life Insurance Options

Option	Basic Term Insurance³	Additional Term Insurance⁴
I	Two Times Base Salary	Nil
II	Two Times Base Salary	One Times Base Salary

21.3 An employee is eligible to purchase additional term life insurance in blocks of \$10,000 to a maximum of \$150,000 at no cost to the employer. Effective April 1, 2008, the Employer will no longer subsidize the cost of optional life Insurance.

21.4 An employee who meets the following criteria shall be eligible to cash out 50% of his/her total claim value to a maximum of \$50,000.

Criteria:

- the illness must be terminal with death likely to occur within 24 months;
- Hydro One’s consent is required;
- the consent of the employee;
- the beneficiary must have reached the age of majority; and
- the employee must be competent and able to understand a transaction of this nature.

Payments must be processed as a loan and interest charged to avoid making the payment a taxable benefit to the employee.

³ Basic Term Insurance is composed of term insurance equal to base annual earnings raised to the next \$500.00 and multiplied by 2.

⁴ Additional Term Insurance is the optional term insurance which an employee may elect in addition to the basic insurance coverage. It is equal to base annual earnings raised up to the next \$1,000.00.

When death occurs, the advance payment plus accrued interest is deducted from the claim value.

21.5 Spousal Insurance

21.5.1 Only spouses of active employees are eligible.

21.5.2 Insurance is available in units of \$10,000 to a maximum of \$150,000 (or 15 units).

21.5.3 The entire cost, including administration costs, will be paid by the employee.

21.5.4 The participation rate will have to be 20-30% otherwise proof of insurability will be required.

21.5.5 The premium rate will be different from the rate for employees, and will be experience rated. The premiums would then vary from year to year based on the experience of the previous year.

21.6 Dependent Insurance

21.6.1 Effective March 1, 2002 employees may purchase life insurance for their eligible dependents in the amounts of either \$10,000 or \$25,000 as detailed by the Insurance Carrier and at no cost to the employer.

22 PENSION PLAN

The Hydro One Pension Plan (Registration #1059104) constitutes the present Pension Plan and forms part of this collective agreement. The provisions of the Pension Plan are generally described in the brochure "A Guide to your Hydro One Pension Plan" (June 23, 2002).

Changes to the Pension Plan affecting Society-represented members of the plan, other than legislative changes, shall be made only upon mutual consent. It is agreed that normal administrative matters such as changing financial advisors are not considered to be changes to the Pension Plan, subject to any understanding, agreement or decision to the contrary with the PWU.

22.1 The employer shall not request legislation, regulations, or Order-in-Council approval or make rules which would change pension benefits, unless upon mutual consent. Moreover, the employer shall not seek legislation to change access to surplus unless upon mutual consent.

22.2 Any changes to actuarial assumptions used for the purpose of filing a funding valuation shall be discussed with the Society prior to filing. The Society reserves the right to challenge the actuarial assumptions used for such filing.

22.3 ***Actuarial Buy-Backs of Previous Service***

The purchase of previous service at actuarial values pursuant to Amendment 17 of the Hydro One Pension Plan is limited to employees who were members of the Pension Plan on or before March 31, 2013.

22.4 Retirement Bonus

Employees who have completed 10 years or more of continuous employment shall be given, upon retirement, a cash bonus equal to one month's pay. The retirement bonus may be paid in cash or by transfer to an employee's Registered Retirement Savings Plan (RRSP) , at the employee's option.

22.5 Pension Committee

The parties agree to establish a committee to:

- provide a forum for the discussion of Society issues and concerns related to the operations of the pension administration unit;
- provide a forum for the discussion of contractual obligations (e.g. the introduction of new amendments to the plan, discussion of actuarial assumptions used for funding valuations);
- provide the Society with information on pension related issues that may be of assistance in educating their members;
- provide a forum to review valuations filed with FSCO or valuations to be used to trigger increased employee contributions and annual pension plan financial statements that have been approved by Hydro One.

In order to fulfill its purpose, the committee members and resource persons will have access to reasonable pension plan and pension fund information, subject to the understanding that certain confidential information will not be available, and any confidential information that is supplied will be maintained in strict confidence by the committee/resource persons.

The Committee will be comprised of two Society representatives and two Employer representatives. Each party shall have the right to have a reasonable number of resource persons attend the meeting. The Committee shall meet twice per year.

22.6 Society members of the Hydro One Pension Plan, whose pension income as a pensioner will exceed the limits prescribed by the Income Tax Act (ITA) for pension paid from a registered pension plan, are eligible for the Supplementary Payment Schedule (SPS). The SPS tops up the amount one receives from the Hydro One Pension Plan to the amount one would receive if there were no ITA limits.

22.7 Hydro One shall exercise reasonable efforts to establish reciprocal transfer agreements with its successor companies or companies with whom it forms partnerships or joint ventures.

22.8 **Employee Contributions**

a) ***Employee pension plan contributions shall be increased as follows:***

- ***By 0.75% of base earnings effective April 1, 2013***
- ***By 1.00% of base earnings effective April 1, 2014***
- ***By 0.75% of base earning effective April 1, 2015***

b) Plan Formula

(This **Sub-section** does not apply to regular employees hired on or after November 17, 2005).

Effective January 1, 2004, the CPP integration adjustment factor shall be reduced from .625% to .500%. Employees' contributions shall increase by .5% if and when the assets fall below 106% of the liabilities based upon a solvency valuation and shall continue until the assets are at or above 106% based upon a solvency valuation, and shall thereafter be in place or not based upon whether the assets are below, or at or above, 106% of the liabilities based upon a solvency valuation.

Clarity Note #1:

Hydro One may trigger the provision for increasing employee contributions as described above ("provision") by filing a valuation with the Financial Services Commission of Ontario (FSCO). Where it does so, it is not required to exceed the frequency of filing required by law. Hydro One is not obligated to trigger the provision by a FSCO filing only, and, instead, may do so by an internal valuation. Where Hydro One elects to proceed by an internal valuation, it must do so annually and must share any valuation with the Society for comment if it is relying upon the valuation to cause employee contributions to change. If the Society believes the valuation to be in material error and Hydro One disagrees, the Society may cause a review of the valuation by an independent actuary whose opinion on that complaint shall be final and binding. The independent actuary mutually selected by the parties, or if in disagreement, appointed by a rights arbitrator under the collective agreement, may conduct his/her review in any manner he/she considers appropriate of his/her sole discretion. Hydro One shall pay the actuary's fees and disbursements. However, if the independent actuary concludes, in his/her sole discretion, that the Society's objections were unreasonable, the actuary may direct the Society to reimburse Hydro One for all or a portion of the fees and disbursements invoiced by the actuary.

Clarity Note #2:

The change in the CPP integration factor will apply to all of the established service of a Society-represented member who retires after the effective date provided that some portion of such Society-represented established service occurred after the effective date of the change in the CPP integration factor.

22.9 Pension Plan Provisions for Regular Employees hired on or after November 17, 2005

The following provisions apply to regular employees hired on or after November 17, 2005:

Benefit	Provision
Benefit Formula	2% per year to maximum of 35 years
Final Average Earnings	Highest 60 consecutive months
Bridge Benefit	None
Integrated with CPP	Yes (CPP integration adjustment factor = 0.625%)
Indexing	75% of Ontario CPI (maximum of 5%, no carryover)
Normal Retirement	Age 65
Early Unreduced Retirement	Rule of 85, based on Established Service.
Early Reduced Retirement	Age 55
Survivor Benefit	66.67%
Membership Eligibility	1 st of month following 3 months of continuous service. No buy back of these three months.
Vesting	1 year
Post Retirement Benefit Eligibility	2 years of pension plan membership and 10 years continuous service with Hydro One

Regular employees hired on or after November 17, 2005 may opt not to enrol in the pension plan. They may elect an additional 3.5% of base earnings in lieu of pension plan participation.

All provisions of the Pension Plan and this Article apply to regular employees hired on or after November 17, 2005 except Section 22.8 ("Plan Formula") and as otherwise specified in this Section.

The Employer will ensure affected employees are notified of their election options, including the default selection and the fact that the default option does not afford the employee the option to buy-back service. The Employer will copy the employee's Society **representative** on this notice.

PART VIII - SALARY

23 SALARY SCHEDULES

- 23.1 Salary rates shall be in accordance with Salary Schedules 01, 02 and 03 that are part of this Agreement.
- 23.2 The salary schedules shall be increased **by 2.0% effective April 1, 2013, by 2.25% effective April 1, 2014 and by 2.25% effective April 1, 2015.**

24 ESCALATOR CLAUSE

- 24.1 In the event that Hydro One and the Society negotiate a Collective Agreement for a term of more than one year, a Cost of Living Adjustment (COLA) escalator clause shall become part of such an Agreement and shall be applicable to all employees covered by that Agreement.
- 24.2 For the term of this Collective Agreement the escalator clause will only be applicable in the third **year** (i.e. April 1, 2015 – March 31, 2016) of the contract. A year in which the escalator clause operates shall be termed an “applicable year”. The escalator clause is designed to generate a maximum of one wage increase at the end of each applicable year (i.e. March 31, 2016) to a maximum of 2.0% (per applicable year).

In **the** applicable year the following formula shall apply:

- (a) Activation Point

For the third year:

A **2.25 %** increase in the CPI for Ontario (All Items - 1992 = 100) over that published in March 2015 (i.e., the index for February 2015) will activate the Escalator Clause.

- (b) For a full one percent increase in the CPI beyond the activation point in an applicable year, all Wage and Salary Schedules will be adjusted at the end of the applicable year by an amount which increases rates in effect at that time by one percent. Concurrent with this increase, a new activation point will be established at a level one percent above the previous activation point.
- (c) Any adjustment in the Wage and Salary Schedules necessitated by a change in the CPI, shall be effective at the end of the applicable year. A lump sum payment for months one percent above the activation point will be made retroactive to the first payroll period of the fiscal month following the publication of the CPI which activated the payment. The payment will be made in the form of a lump sum effective on March 31st of the applicable year.

All Escalator Clause increases will be applied in accordance with the current Methods of calculating.

25

HYDRO ONE
SALARY SCHEDULE 01
35 – HOUR SCHEDULE

01
13

Dollars Per Week

<u>Step</u>	<u>MP2</u>	<u>MP3</u>	<u>MP4</u>	<u>MP5</u>	<u>MP6</u>
1	1343	1432	1527	1628	1735
2	1439	1535	1636	1745	1859
3	1534	1637	1745	1861	1983
4	1611	1719	1832	1954	2082
5	1688	1800	1919	2047	2182
6	1745	1862	1985	2117	2256
7	1803	1923	2050	2186	2330
8	1860	1985	2116	2256	2405
9	1918	2046	2181	2326	2479

HYDRO ONE
SALARY SCHEDULE 02
37.5 – HOUR SCHEDULE

02	13
----	----

Dollars Per Week

<u>Step</u>	<u>FMP09</u>	<u>FMP10</u>	<u>FMP11</u>	<u>FMP12</u>	<u>FMP13</u>	<u>FMP14</u>	<u>FMP15</u>	<u>FMP16</u>
1	1187	1266	1349	1439	1534	1635	1744	1859
2	1271	1356	1445	1541	1644	1752	1869	1992
3	1356	1446	1542	1644	1754	1869	1994	2125
4	1424	1519	1619	1726	1841	1962	2093	2231
5	1492	1591	1696	1808	1929	2056	2193	2337
6	1542	1645	1754	1870	1995	2126	2268	2417
7	1593	1700	1811	1932	2060	2196	2342	2497
8	1644	1754	1869	1993	2126	2266	2417	2576
9	1695	1808	1927	2055	2192	2336	2492	2656

HYDRO ONE
SALARY SCHEDULE 03
40 – HOUR SCHEDULE

03	13
-----------	-----------

Dollars Per Week

<u>Step</u>	<u>TMS01</u>	<u>TMS02</u>	<u>TMS03</u>	<u>TMS04</u>	<u>TMS05</u>
1	1181	1259	1343	1432	1527
2	1265	1349	1439	1535	1636
3	1350	1438	1534	1637	1745
4	1417	1510	1611	1719	1832
5	1485	1582	1688	1800	1919
6	1535	1636	1745	1862	1985
7	1586	1690	1803	1923	2050
8	1636	1744	1860	1985	2116
9	1687	1798	1918	2046	2181

HYDRO ONE
SALARY SCHEDULE 01
35 – HOUR SCHEDULE

01	14
-----------	-----------

Dollars Per Week

<u>Step</u>	<u>MP2</u>	<u>MP3</u>	<u>MP4</u>	<u>MP5</u>	<u>MP6</u>
1	1373	1464	1561	1665	1775
2	1471	1569	1673	1784	1901
3	1569	1674	1784	1902	2028
4	1647	1757	1873	1998	2129
5	1726	1841	1962	2093	2231
6	1785	1904	2029	2164	2307
7	1843	1966	2096	2235	2383
8	1902	2029	2163	2307	2459
9	1961	2092	2230	2378	2535

HYDRO ONE
SALARY SCHEDULE 02
37.5 – HOUR SCHEDULE

02	14
----	----

Dollars Per Week

<u>Step</u>	<u>FMP09</u>	<u>FMP10</u>	<u>FMP11</u>	<u>FMP12</u>	<u>FMP13</u>	<u>FMP14</u>	<u>FMP15</u>	<u>FMP16</u>
1	1213	1294	1379	1471	1569	1672	1784	1901
2	1300	1387	1478	1576	1681	1792	1911	2037
3	1386	1479	1576	1681	1793	1911	2038	2173
4	1456	1553	1655	1765	1882	2007	2140	2281
5	1525	1627	1734	1849	1972	2102	2242	2390
6	1577	1683	1793	1912	2039	2174	2319	2472
7	1629	1738	1852	1975	2107	2246	2395	2553
8	1681	1794	1911	2038	2174	2317	2472	2635
9	1733	1849	1970	2101	2241	2389	2548	2716

HYDRO ONE
SALARY SCHEDULE 03
40 – HOUR SCHEDULE

03	14
-----------	-----------

Dollars Per Week

<u>Step</u>	<u>TMS01</u>	<u>TMS02</u>	<u>TMS03</u>	<u>TMS04</u>	<u>TMS05</u>
1	1208	1287	1373	1464	1561
2	1294	1379	1471	1569	1673
3	1380	1470	1569	1674	1784
4	1449	1544	1647	1757	1873
5	1518	1617	1726	1841	1962
6	1570	1673	1785	1904	2029
7	1622	1728	1843	1966	2096
8	1673	1783	1902	2029	2163
9	1725	1838	1961	2092	2230

HYDRO ONE
SALARY SCHEDULE 01
35 – HOUR SCHEDULE

01	15
-----------	-----------

Dollars Per Week

<u>Step</u>	<u>MP2</u>	<u>MP3</u>	<u>MP4</u>	<u>MP5</u>	<u>MP6</u>
1	1404	1497	1596	1702	1814
2	1504	1604	1710	1824	1944
3	1604	1711	1824	1946	2074
4	1684	1797	1915	2043	2177
5	1764	1882	2006	2140	2281
6	1825	1946	2075	2213	2359
7	1885	2011	2143	2286	2436
8	1945	2075	2212	2359	2514
9	2005	2139	2280	2432	2592

HYDRO ONE
SALARY SCHEDULE 02
37.5 – HOUR SCHEDULE

02	15
----	----

Dollars Per Week

<u>Step</u>	<u>FMP09</u>	<u>FMP10</u>	<u>FMP11</u>	<u>FMP12</u>	<u>FMP13</u>	<u>FMP14</u>	<u>FMP15</u>	<u>FMP16</u>
1	1240	1324	1410	1504	1604	1710	1824	1944
2	1329	1418	1511	1611	1718	1832	1954	2083
3	1418	1513	1611	1718	1833	1954	2084	2222
4	1488	1588	1692	1804	1924	2052	2188	2333
5	1559	1664	1772	1890	2016	2150	2292	2444
6	1613	1721	1833	1955	2085	2223	2371	2527
7	1666	1778	1893	2019	2154	2296	2449	2610
8	1719	1834	1954	2084	2222	2370	2527	2694
9	1772	1891	2014	2148	2291	2443	2605	2777

HYDRO ONE
SALARY SCHEDULE 03
40 – HOUR SCHEDULE

03	15
----	----

Dollars Per Week

<u>Step</u>	<u>TMS01</u>	<u>TMS02</u>	<u>TMS03</u>	<u>TMS04</u>	<u>TMS05</u>
1	1235	1315	1404	1497	1596
2	1323	1409	1504	1604	1710
3	1411	1503	1604	1711	1824
4	1482	1578	1684	1797	1915
5	1552	1654	1764	1882	2006
6	1605	1710	1825	1946	2075
7	1658	1766	1885	2011	2143
8	1711	1823	1945	2075	2212
9	1764	1879	2005	2139	2280

PAY TREATMENT OF PROFESSIONAL TRAINEES

25.1 Pay Treatment

Professional Trainees (“trainees”) will be paid at Step 1 or 2 of the MP2 salary schedule. Trainees will be defined as follows:

- a) all “new graduates” i.e. employees hired for Management and Professional (M&P) or Field Management and Professional (FM&P) work, when they have less than the following applicable experience requirements after Bachelor graduation:

Job Level	Applicable Experience Requirements
MP2	2 years
MP3 and over	2.5 years

or;

- b) employees who are appointed to entry M&P or FM&P positions from non-M&P/FM&P salary schedules where such employees are not fully qualified or do not meet the minimum experience requirements for the position.

25.2 Individuals with advanced degrees or some applicable experience may be given an appropriate time credit when they are placed on Salary Schedule 01.

25.3 Progression of trainees from step-to-step on Salary Schedule 01 will be dependent on satisfactory performance.

25.4 A trainee’s progression may be withheld due to unsatisfactory performance. In such cases the employee’s performance will be reviewed at the next progression date and, if performance has been satisfactory, the employee will progress to the next level. If progression must be withheld due to unsatisfactory performance for two consecutive progression periods, there may be cause for termination. If the employee’s performance is satisfactory for one year following the withholding of a progression step the employee will be awarded a two-step increase, thus restoring his/her original progression pattern.

An absence greater than one month due to illness, pregnancy, parental leave, etc. may result in an extension of a step in the progression process. The original progression dates may be reinstated if satisfactory progress can be shown to have been made during an extension period.

25.5 Management will appoint trainees who have not yet been appointed to an ongoing M&P/FM&P position to an ongoing MP2 position upon successful completion of Step 2, except during the operation of Article 64 or when there are surplus employees.

25.6 Vacation provisions that apply to M&P staff on Schedule 01 will also apply to trainees.

25.7 Articles contained in Part XI (Relocation Assistance) will apply to trainees when they are appointed to an ongoing M&P or FM&P job.

25.8 Eligibility for other benefits and allowances which apply to regular staff will be granted to **regular and probationary** trainees.

25.9 Shift compensation reference point rate for trainees will be step 3 of MP2.

25.10 Student employees will be paid at Steps 1 or 2 of the MP2 salary range.

25.11 Management may utilize Steps 1 and 2 for all employees covered by the collective agreement and not just for Professional Trainees.

26 PAYMENT OF FM&P EMPLOYEES

Employees in jobs rated under the Field Management and Professional Job Evaluation Plan will be paid in accordance with Schedule 02. The upper five grades of Schedule 02 will be equivalent to Schedule 01 (e.g. FMP16 = MP6) except prorated to reflect a base work week of 37.5 hours instead of 35 hours.

27 PAYMENT OF MANAGEMENT AND PROFESSIONAL (M&P) EMPLOYEES

Employees in jobs rated under the Plan A Job Evaluation Manual will be paid in accordance with Schedule 01.

28 PAYMENT OF TRADES MANAGEMENT SUPERVISORS (TMS)

Employees in jobs rated under the Trades Management Supervisors' Job Evaluation Manual will be paid in accordance with Schedule 03. Step 9 of TMS3 shall be equivalent to the Step 9 of MP2 (Schedule 1).

29 JOB EVALUATION PLANS

Job evaluation plans that are used to rate Society-represented jobs form part of this Collective Agreement. These plans are:

- Plan A (revised January, 1988), used to classify all M&P jobs;
- Plan A Job Evaluation Manual: - delete the phrase "Once exclusion from CUPE Local 1000 has been confirmed" on page 3; **Section 10 "Plan A Point Ranges for Salary Grade" (p. 27) – amend to read "MP6 point range 314 and up" and delete note 5**
- Field Management and Professional Job Evaluation Plan (revised July, 1988), used to classify all FM&P jobs;
- Trades Management Supervisors Job Evaluation Manual (April, 1986), used to classify all TMS jobs;
- TMS Job Evaluation Manual - delete criteria "(a) qualify for exclusion from union jurisdiction" on page 2.
- Hay Plan (July, 1990), used to classify all Nursing jobs.

30 TMS AGREEMENTS

Trades Management Supervisors/Trades Supervisors (TMS) shall receive payments calculated as follows:

30.1 Union Relief Rate (currently 17% or 22%, whichever is applicable in each situation) minus the actual pay differential between the TMS step 9 rate and the base rate of the highest trade group supervised, as per occupational definition, plus 3%.

$$\text{JP (URR - } \frac{\text{TMS - JP}}{\text{JP}} \times 100 + 3\%)$$

URR	=	Union Relief Rate (17% or 22% depending on situation)
JP	=	Highest Journeyperson Rate Supervised
TMS	=	Step 9 rate of Relevant TMS Position

An example of the payment would be: if the differential between the Union journeyperson and the TMS = 15%, then the payment would be 17% (appropriate relief rate) minus 15% plus 3% = 5%.

- 30.2 In addition, where a TMS is supervised by a TMS, the existing salary grade differential will be maintained (6.625% or 13.25%, whichever is applicable in each situation).
- 30.3 a) These payments will be based on PWU CUPE Local 1000 rates effective April 1 of each year and calculated on an annual basis. In addition, the payments will be prorated in situations where a person is promoted to a TMS position during the year.
- b) During the term of the Collective Agreement TMS's whose "base" salary (including any applicable relativity allowance) is less than the equivalent to the applicable URR will receive a "top up" allowance to bring their "base" salary (including any applicable relativity allowance) up to this equivalent level, as a minimum. This "top up" allowance will be treated in accordance with Section 30.4 and will not affect the employee's **step placement**. Calculations for these payments will be done annually in April 2003 and April 2004. The "top up" allowance calculated in April may be revised by subsequent step increases.
- 30.4 **For the term of the collective agreement** these payments will be paid on a weekly basis and treated like base salary with respect to overtime, pension and other wage-sensitive entitlements including any promotion increase. An employee's **step placement** will not be affected by this payment.
- 30.4.1 When a TMS position is temporarily given a higher TMS classification or a TMS relieves for a higher-rated TMS for a minimum of five consecutive days or ten cumulative days annually, and in these situations there is a relief rate rub per Sections 30.1 or 30.2, payments will be recalculated to reflect the rub point in the reclassified/relief position and paid on a pro-rated basis for these periods. Under no circumstances will the TMS's pay (base plus any applicable relativity allowance) decrease.

For the sake of clarity by the addition of the TMS Relativity payment formula to Attachment A, Article 7, it is intended that the amount of money available for any change to this formula will be the same as that provided to the applicable Business Unit under Article 30.1 and 30.2. Flexibility is given to negotiate a redistribution of this money to TMS's within the Business Unit. There is no flexibility to modify the amount of money in the "envelope" or to change other provisions in Article 30 e.g., payments must be treated like base pay. Any Business Unit agreement would be in accordance with Article 7 and also subject to ratification by TMS's in the affected Business Unit. The default would be the formula in Article 30.

31 SALARY PROGRESSION PLAN

- 31.1 Effective October 1, 2007 the Performance Pay Plan (1978, revised 1987) is eliminated and replaced by a new salary progression plan as described in Section 31.2. For clarity, at the end of 2007 Hydro One will not make the minimum performance payout of 1.0% of base payroll for the performance year 2007.
- 31.2 A new salary progression plan will be implemented on October 1, 2007 that includes the following features:
- a. Three salary schedules will be created, recognizing 35-hour, 37.5-hour and 40-hour work weeks. The 35-hour schedule will replace Schedule 01, the 40-hour schedule will replace schedule 08 and the 37.5-hour schedule will replace schedule 02. Current prorating pay treatment for base hours as per Article 68 remains unchanged with the exception of those covered under LOU #5.
 - b. The current job evaluation plans will continue to apply.
 - c. Progression will be on an annual basis.
 - d. The MP1 salary band will be eliminated and MP2 through MP6 salary bands will remain.
 - e. Salary ranges for all salary bands shall be equivalent to current 70% - 100%.
 - f. Progression from 70% to 100% shall be as follows:
 - i. 70% to 80% in 5% steps
 - ii. 80% - 88% in 4% steps
 - iii. 88% to 100% in 3% steps
 - g. Schedule 04 is eliminated as it is incorporated into the initial steps of MP2. All new grads will be hired at either 70% or 75% of MP2. Article 25 will be amended and/or obsoleted as required.
 - h. Employees will automatically progress to the next step on their anniversary date of appointment to their position unless withheld by management (as per Article 19.4).
- 31.3 The transition to the new salary progression plan will be as follows:
- a. Effective October 1, 2007, all current employees will be mapped to the step nearest in the applicable salary band that is not less than their current pay.
 - b. All employees paid above the rate for the highest step in their salary band will be "green circled" i.e. will continue to be eligible to receive economic increases.
 - c. October 1 will become the "anniversary date" for employees except as follows:

- i. For employees who are appointed to a different position or persons hired into Society-represented positions subsequent to the implementation date, their anniversary date will become the date of appointment to this new position.

32 PROMOTION-IN-PLACE PLANS

32.1 Definition

A “promotion-in-place plan” (PIP) means a developmental plan involving a hierarchy of related jobs, in which employees who meet defined criteria will be promoted without advertising, and where it is the normal expectation that employees will reach the end position.

32.2 Principles

32.2.1 The Society should be involved in the development and periodic review of PIPs.

32.2.2 Either the Society or Management may initiate discussions on PIP proposals.

32.3 Conditions

32.3.1 All new and revised PIPs must have the joint agreement of the parties. During the term of the Collective Agreement, a catalogue of existing PIPs will be developed and the parties will determine the schedule for their review upon request by either party.

32.3.2 Salary treatment upon promotion within PIP will be in accordance with Section 66.2.

32.3.3 Employment continuity treatment of employees with respect to PIPs will be in accordance with Clause 64.10.2.1.

32.3.4 Vacancies for PIP jobs will be advertised in accordance with Clause 65.6.1 (e).

32.3.5 All jobs in a PIP must be evaluated under the applicable job evaluation plan.

32.4 Standard Features

All PIPs must have the following features:

- based on a developmental plan to an end position;
- based on the expectation that normally employees in PIP jobs will reach the end position;
- a sunset clause;
- joint Society-Management agreement on promotion criteria consistent with the PIP;
- promotion within PIP based upon the employee meeting defined criteria (e.g., performance measures, experience, breadth of assignments). If an employee has

met all of the criteria for a promotion, and the only item preventing the promotion is the individual's performance standing, then the promotion should be implemented;

- targeted to have sufficient staff in the higher level positions for unit viability;
- specification of the normal expected time period an employee should take to progress through the various stages of the PIP;
- provision for employees to have a reasonable opportunity to fulfill requirements to qualify for progression within the normal expected time frame.

33 TEMPORARY EMPLOYEES

Intent: Temporary employees are employees hired for short-term work assignments which are not ongoing and/or where there are no available qualified regular employees to perform the work. The impact on employment continuity should be an important consideration in the decision to hire temporary employees.

33.1 Society Notification

Hydro One will discuss the circumstances with the local Society representative prior to hiring a temporary employee. The Society will be informed of the job skill needs, the salary classification for the position, the expected job duties, and the duration of the assignment.

Assignment extension beyond 12 months is conditional on the employer's compliance with its prior consultation as described above. If the employer has not complied with this obligation, the employee will be terminated at 12 months. At 24 months, Hydro One will either terminate the employee, advertise the position if there is an ongoing staff requirement, or obtain the agreement of the Society for a further extension. If the position is advertised, and the temporary employee is not selected for the vacancy, the employee will be terminated.

Temporary employees will have their applications for vacancies considered in accordance with Clause 65.6.3.g ***with the following exception: the employer may, at its sole discretion, refuse to process and consider an application for a vacancy from a temporary employee up to but not including the last six months of the employee's temporary assignment. This discretion is not subject to the grievance-arbitration procedure. (Selection priority g becomes h effective April 1, 2014).***

Notwithstanding the above, Hydro One may utilize a temporary employee for up to 36 months with the approval of the appropriate Society ***representative***.

33.2 Temporary Employees with Less than 12 Months' Service

33.2.1 Compensation and Benefits Treatment

- i) Vacations: payment of the prorated amount of 15 days adjusted earnings or 4%, whichever is greater.
- ii) Statutory Holidays:

Temporary employees with less than three months' accumulated service shall be paid for those statutory holidays covered under the Employment Standards Act ("ESA"). For clarity, the public holidays covered by the ESA are: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day. Payment for such statutory holidays will be the amount stipulated by the ESA (i.e. the total amount of regular wages earned and vacation pay payable to the employee in the four pay periods before the pay period in which the public holiday occurred, divided by 20; or if the employee works on the public holiday, the premium rate or a substitute day off will be provided as described in the ESA). In order to be entitled to public holiday pay, these employees must also meet the qualifying conditions of the ESA, namely the "Last and First Rule." As Easter Monday and the Civic Holiday are not ESA public holidays, they will not be paid as such. If the employee does not work, the day will be considered a day off without pay. If the employee does work, premium rates will not apply.

Temporary employees with more than 3 months' accumulated service shall be entitled to pay for all statutory holidays provided for under Article 41 of the Collective Agreement.

- iii) Floating Holidays: three floating holidays after 20 weeks' continuous service.
- iv) Sick Leave: credits for one-half day at 100% pay for each month of accumulated service.
- v) Semi-Private and EHB Plan: optional at employee's cost.
- vi) Remembrance Day; Personal Time Off; Parental Leave (excluding the SUB Plan); Jury Duty; Special Time Off at Christmas: same as regular employees.
- vii) Kilometre Rates: same as regular employees.
- viii) Personal Travel and Accident Benefits: same as regular employees.

33.2.2 Termination

When a temporary employee with less than 12 months' service is terminated for other than cause, he/she will receive at least two weeks' notice in writing.

33.3 Temporary Employees with More than 12 Months' Service

Temporary employees with more than 12 months' service are entitled to sick leave credits equal to eight days at 100% and 15 days at 75% per annum, performance appraisals and consideration for step progression and severance pay equal to two weeks' base salary

per continuous year of service. All items in Section 33.2 above, except for 33.2.1 (iv), will also apply to these employees.

33.4 Temporary Employees Working Reduced Hours

Temporary employees who work reduced hours will have the items listed in Sections 33.2.1 and 33.2.2 prorated in accordance with the provisions outlined in Article 71 (Reduced Hours of Work).

33.5 Temporary Employees and Purchased Services

33.5.1 Management shall give serious consideration and where possible (e.g., cost effective and timely) give preference to the option of using temporary employees rather than using purchased services.

33.5.2 Where management deems it appropriate, Hydro One may pay temporary employees at rates higher than Society-represented salary schedules.

PART IX - ABSENCE FROM WORK

34 PAID/UNPAID TIME OFF

Intent: It is recognized that from time to time, an employee will be faced with situations that may require him/her to be absent from his/her work. Such time will be either with or without pay, or a combination of both, and will be granted where there is an entitlement under this Agreement, a clear legal or statutory requirement, or where, in the supervisor's judgment, such time off is warranted by specific circumstances. It is further recognized that it is the employee's responsibility to balance his/her need for a leave of absence with the work requirements of his/her unit.

Where the granting of the absence is discretionary, considerations would include: factors beyond an employee's control that prevent him/her from attending work; severity or nature of circumstance; workload of the unit.

The exact amount of time off is at the discretion of Management; however, the entitlements of employees in specific circumstances include those described below.

34.1 Jury Duty/Required Attendance at Court

For the duration of the Jury Duty, or required attendance at an Inquest or court (subpoenaed witness), the employee's normal base earnings and benefits will be maintained. The employee is responsible for informing his/her supervisor as to the probable duration of the jury duty.

34.2 Funeral Leave

a) Provincially Regulated Employees

In the event of the death of a family member, including parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, husband, wife, son, son-in-law, daughter, daughter-in-law, grandparents, grandparents-in-law, and grandchildren, an employee may be granted leave of absence with pay. The supervisor will take into consideration the relationship of the deceased, the distance that the employee has to travel, and the need for the employee to attend to arrangements when deciding how much time is to be granted. Usually a period of up to three days is an adequate amount of time. In the event of the death of a fellow employee, time off with pay may be granted to attend the funeral.

b) Federally Regulated Employees

i) An employee will be granted leave of absence on any of his/her normal working days during the three days immediately following the death of a member of his/her "immediate" family. Base earnings will be maintained for employees who have completed at least 3 consecutive months of continuous service.

"Immediate" family shall be as defined in the Canada Labour Code: spouse, including common-law; father and mother of employee; spouse of father and mother, including common-law; children; brothers and sisters; father-in-law; mother-in-law; spouse of father-in-law and of mother-in-law, including

common law and relative of employee who resides permanently in the employee's household or with whom the employee resides.

- ii) An employee may be granted leave of absence with pay of up to 3 days in the event of the death of the following family members: brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, and grandchildren.
- iii) In the event of the death of a fellow employee, time off with pay may be granted to attend the funeral.

34.3 Medical and Dental Appointments

An employee may attend a medical consultation, receive dental treatment or be absent because of sickness for less than one-half day without reduction of sick leave credits and/or pay.

34.4 Family Care

An employee is entitled to take time off for family care. Normally, up to five (5) days a year may be taken for this purpose. By mutual agreement with his/her supervisor, the employee may pay for this time by using his/her banked overtime, by working back the time over a reasonable period of time, or by taking the time off without pay.

34.5 Reserve Forces

Regular employees who are members of Reserve Forces of the Canadian Armed Forces may be granted leave of absence to attend annual training (normally two weeks in duration). If such leave is granted, Hydro One will maintain the employee's health and dental benefits and will pay the employee the difference between the gross amount of pay received from the Armed Forces and his/her normal base earnings for this period.

34.6 World Class Sport Events

Employees may be granted leave to participate in world class sports events as athletes or coaches or as officials and administrators. If such leave is granted, for each day of vacation that the employee uses for participation in such an event, Hydro One will provide two days leave of absence with pay up to a maximum of two weeks.

34.7 **Remembrance Day**

Employees who can verify that they have served in the Canadian Armed Forces, and those in the Reserve components of the Canadian Armed Forces, who have served in a foreign country, will be eligible for time off with pay or payment if required to work on Remembrance Day.

35 SHORT-TERM ABSENCES

Payment for short-term absences (e.g., vacation, sick leave) will be based on the normal rate paid for scheduled job hours, except as stated elsewhere in this Agreement.

36 EDUCATION LEAVE

36.1 Definitions

“Educational Leave” shall mean an approved absence from work during which an employee engages in planned learning activities that provide him/her with skills that are expected to result in benefits to Hydro One.

“Reimbursable Costs” shall mean expenses incurred by the employee in the course of engaging in the planned learning activity and include registration, tuition and examination fees as well as textbooks/discs and applicable taxes. They may also include reasonable, incremental meal, accommodation and travel expenses.

“Financial assistance” shall mean an employee’s base salary, health and dental benefits and reimbursable costs.

36.2 Approvals

Hydro One will grant an employee’s application for an educational leave where Hydro One determines that the leave will benefit the business and the employee’s absence may be accommodated without adversely impacting the viability of his/her work unit.

36.3 Terms and Conditions During Leave

36.3.1 The duration of educational leaves will normally be for a period of up to one academic year.

36.3.2 If management determines that the needs of the business would best be served by an employee taking an educational leave, then Hydro One will maintain the employee’s full salary, health and dental benefits and reimburse his/her costs.

36.3.3 For other educational leaves, management will reasonably determine the level of financial assistance that the company will provide to the employee during the leave based on the expected resulting benefit to the business.

36.3.4 Where management continues to pay all or a portion of an employee’s base salary during an educational leave, it shall also maintain health and dental benefit coverage for the employee for this period.

36.3.5 Where Hydro One requires an employee to take an educational leave, the company will pay the employee’s full salary, health and dental benefits and reimbursable costs, including all reasonable incremental expenses (e.g., travel, accommodation, meals).

36.3.6 Where Hydro One requires an employee on leave to return to work prior to the expiry of the approved leave, the company will assume all expenses incurred as a result of this action.

36.3.7 As a condition of granting a leave application by an employee, Hydro One may require a participating employee to sign a written commitment to return to Hydro One following the expiry of the leave for a period not to exceed four times the duration of the leave times the percentage of base salary paid by Hydro One

during the leave. Where Hydro One requires an employee to take an educational leave, there will be no period of stipulated continued employment.

36.4 Treatment of Employee on Return from Leave

- 36.4.1 Upon completion of the leave, where the employee's pre-leave position continues to exist and has not been filled or has been filled temporarily, the employee shall return to that position.
- 36.4.2 Upon completion of the leave, if the employee's pre-leave position no longer exists or has been filled by an ongoing appointment, the employee will be placed in a position at the same salary grade and same location as the pre-leave position.
- 36.4.3 In the event Article 64 is triggered during or upon completion of the leave, the employee will be redeployed in accordance with that Article.
- 36.4.4 Upon completion of an educational leave without pay, an employee shall have the right to contribute to the pension plan the amount that would have been contributed if he/she had remained on payroll at full base earnings during the leave and if such contribution is made the period of time on leave shall be included in calculating his/her continuous employment or established service.

37 SELF FUNDED SABBATICALS

37.1 Definition

"Self-funded sabbaticals" means an approved arrangement where an employee works regularly scheduled hours while receiving eighty percent (80%) of his/her base salary for each of four years. In the fifth year, the employee is granted a leave of absence for one year, funded by the accumulated deferred pay.

37.2 Approvals

Hydro One will approve an employee's application for a self-funded sabbatical where it determines that this arrangement will benefit the business and can be accommodated without adversely impacting the viability of his/her work unit.

37.3 Terms and Conditions of Self-funded Sabbaticals

- 37.3.1 The salary holdback (i.e., twenty percent for four years) will be kept in a special account and interest will be paid annually at an appropriate rate fixed by Hydro One.
- 37.3.2 During the leave of absence (i.e., the fifth year):
 - The employee may not be declared surplus.
 - The employee is responsible for his/her health and dental benefits and shall be given option of continuing coverage under the Hydro One plan through pre-payment.
 - The employee's entitlement to group life, living benefit and spousal life insurance benefits shall continue pursuant to Article 21.

- Hydro One shall pay the sum accumulated in the trust to the participating employee in a lump sum or in regular instalments.

37.3.3 As a condition of approving a self-funded sabbatical arrangement, Hydro One may require the participating employee to sign a written commitment to return to Hydro One following the expiry of the leave for a period not to exceed the length of the leave (i.e., maximum one year).

37.4 Treatment of Employee Upon Return from Leave

37.4.1 Upon completion of the leave the employee shall have the right to contribute to the pension plan the amount that would have been contributed if he/she had remained on payroll at full (i.e., 100%) base earnings during the leave and if such contribution is made the period of time on leave shall be included in calculating his/her continuous employment or established service, as the case may be.

37.4.2 Upon completion of the leave, where the employee's pre-leave position continues to exist and has not been filled or has been filled temporarily, the employee shall return to that position.

37.4.3 Upon completion of the leave, if the employee's pre-leave position no longer exists or has been filled by an ongoing appointment, the employee will be placed in a position at the same salary grade and same location as the pre-leave position.

37.4.4 In the event Article 64 is triggered during or upon completion of the leave, subject to the other provisions in this Article, the participating employee will be redeployed in accordance with that Article.

38 EMPLOYEES HIRED AS SOCIETY STAFF

At the request of the Society, a leave of absence may be granted to an employee who is offered a Society staff position. During this period the Society will assume:

- Cost of salary;
- Hydro One's cost of contributions to the Pension Plan, the Group Life Insurance Plan and the LTD Plan.
- The responsibility and cost of providing Health, Dental and Sick Leave Insurance/coverage;
- The responsibility for any other employee contributions related to employee wages and benefits provided by the Society.
- At the end of the leave of absence, Hydro One is obligated to relocate the employee within Hydro One at a salary classification as close as possible to the position held at the time the leave of absence was granted. An employee on leave will be neither advantaged nor disadvantaged in a surplus situation.

39 RELEASE OF SOCIETY REPRESENTATIVES

39.1 Intent

Hydro One will grant elected Society representatives reasonable paid time off from normal duties for purposes of involvement in joint processes and business related to Society/Management relations under this Agreement.

Hydro One recognizes and appreciates the dual responsibility employees elected to hold Society office have to their job and to Society members. Society representatives and their supervisors (those excluded from the Society) are encouraged to pursue a mutually acceptable and cooperative approach to managing the requirement for absences as a result of this dual role. Management recognizes that the need for time off from normal duties will vary with the position that the employee holds within the Society. The higher up in the Society the more will be the demands for time off.

39.2 Specific Circumstances

39.2.1 Absence from work due to the Society representative's involvement in joint processes, tripartite processes or with respect to other business related to Society/Management relations under this Agreement, should not negatively impact on his/her performance appraisal.

39.2.2 In the expectation that the joint problem solving approach based on the principles outlined in the former Article 1.2 will be mutually beneficial to the relationship between Hydro One and the Society, Management agrees to continue its practice of maintaining base salaries for Society representatives involved in all joint processes up to but not including arbitration unless required by Management to attend.

39.2.3 Society Delegates and members of the Board of Directors will be permitted two (2) days per year at their normal base rates to attend Delegates' Council meetings. Members of the Board of Directors will be permitted up to 12 additional days per calendar year at their normal base rates, to attend Society Board meetings.

39.2.4 Hydro One will release elected Society representatives from their normal duties without pay for other Society business. The Society will give Management reasonable notice of such releases, and Management will normally release such representatives. From time to time there may be unexpected events that prevent such a release, but such situations will be the exception.

39.2.5 Hydro One shall contribute towards the salaries of the Society Executive who are employees of Hydro One. The Society Executive for this purpose shall include the President, EVP/VP. Members of the Society Executive shall remain on the payroll of Hydro One, and Hydro One shall bill the Society for the cost of salary and benefits of such persons except for an amount equal to the salary of 0.5 FTE (@ Step 9 MP6). It is understood that the salary paid to the members of the Society Executive, who are employees of Hydro One, shall be the salary specified in writing by the Society.

39.3 Treatment During Release and on Return to Work

When an employee is released from his/her regular position to serve as a Society representative he/she will retain his/her pre-release position subject to the applicable provisions of the Collective Agreement. On return to work, the employee is entitled to such reasonable training or re-skilling required to return to normal duties as is feasible.

40 VACATIONS

40.1 Vacation Entitlement

The combination of Vacation Commencement (VCD) plus External Experience Value (EEV) determines service for vacation entitlement for the purpose of this Article.

40.2 Less Than One Year of Service by June 30

One and one-half (1-1/2) days' vacation for each full month of service completed between June 30 of the previous year and July 1 of the current year to a maximum of three (3) weeks (15 working days).

40.3 One to Seven Years of Service

Fifteen (15) working days (three weeks) annually when an employee has completed from one (1) to seven (7) years of service by the end of the calendar year.

40.4 From Eight to Fifteen Years of Service

Twenty (20) working days (four weeks) annually when an employee has completed from eight (8) to fifteen (15) years of service by the end of the calendar year.

40.5 For Sixteen to Twenty-Four Years of Service

Twenty-five (25) working days (five weeks) annually when an employee has completed sixteen (16) years to twenty-four (24) years of service by the end of the calendar year.

40.6 For Twenty-Five or More Years of Service

Thirty (30) working days (six weeks) annually in the calendar year in which an employee completes twenty-five (25) years of service and in each succeeding year.

40.7 External Experience Credit

(Applicable to 4, 5, and 6 Weeks' Vacation Entitlement)

40.7.1 Appointments to Positions Paid from Salary Schedules 01, 02, 03,

Employees who were or are hired directly into, or within one year of their ECD were or are appointed to a Society-represented position and paid from Salary Schedules 01, 02, 03, 05, 06, 07, 08, 09, 13, will receive the following vacation credits for external experience, applicable to four, five, and six weeks' vacation entitlement. Credits are based upon the highest salary grade attained within one year of hiring and are translated into an External Experience Value (EEV).

The effective date of External Experience Credit entitlements will be as follows:

Salary Schedules 01, 02
Salary Schedules 03,

April 1, 1956
January 1, 1992

Salary Grade Hired Into	Vacation Credit
MP1/FMP11/TMS1-2/TS1-6/ OSS1-8/SCT3 ⁵	1 year
MP2/MF22/FMP12/TMS3/ TS7-8/OSS9/SCO1 ⁶	2 years
MP3/MF23/FMP13/TMS4/SEI1/ TS9-10/OSS10/SCO2	3 years
MP4/FMP14/TMS5/SEI2/OSS11/ SCO3	4 years
MP5/FMP15/OSS12/SCO4	5 years
MP6/FMP16/HO1	6 years

40.7.2 Appointments to Positions Covered by Article 25

An employee hired on or after December 31, 1981 to a position covered by Article 25 will receive one year's vacation credit³.

40.8 Vacation Credit for Prior Service

Employees will be entitled to vacation credits for all prior service with Hydro One, including casual employment, regardless of breaks in service (see Section 9.3 Transition Provisions).

40.9 Vacation Without Pay

Up to one week off without pay may be taken by employees for vacation purposes.

40.10 Use of Vacation Credits of Succeeding Year at Christmas

For purposes of taking time off at Christmas (December 15 to December 31) employees will be permitted to utilize earned vacation credits for the succeeding year.

40.11 Banked Vacation

Effective January 1, 1993, upon eligibility for 25 working days (five weeks) of annual vacation, employees may defer and accumulate any vacation entitlement beyond 15 days per year. A maximum of 30 weeks' vacation may be banked. Banked vacation may be taken at a later date, subject to the supervisor's approval, or may be taken as a cash payment upon retirement.

40.12 Vacation Bonus

Employees shall receive one day's base pay (or adjusted earnings) for each year of service beyond twenty-five (25) years, to a maximum of ten (10) days' pay. **On retirement or termination, vacation bonus payout will be prorated based on the employee's VCD.**

⁵ Relevant work experience of one year or more is required to receive this credit.

⁶ Relevant work experience of two years or more is required to receive this credit.

40.13 Vacation Entitlement on Retirement/Termination

40.13.1 Retirement

A retiring employee may take part/all of earned vacation for the year in which he/she retires, plus authorized carryover from previous years and banked vacation, or receive cash payment in lieu, plus any vacation bonus.

40.14 Vacation Pay on Retirement/Termination is as follows:

- a) If an employee terminates between July 1, and December 31, he/she receives the following:
 - i) pay for any unused vacation days earned up to June 30, and not taken during the current calendar year; plus
 - ii) 4% of accumulated earnings from July 1, to the date of termination, or the appropriate percentage (determined by vacation entitlement) of base earnings from July 1, to the date of termination; whichever is greater.
- b) If an employee terminates between January 1, and June 30, he/she receives the following:
 - i) 4% accumulated earnings from July 1, to date of termination, *or* the appropriate percentage (determined by vacation entitlement) of base earnings from July 1, to the date of termination; whichever is greater; *minus*
 - ii) vacation taken in the current calendar year.

"Base earnings" in this Section refers to base pensionable earnings for normal scheduled hours of work.

"Accumulated earnings" in this Section refers to base earnings, plus overtime pay, shift allowances, etc.

The appropriate percentages determined by vacation entitlement are as follows:

- 4% of accumulated wages if entitlement is 10 working days or less annually;
- 6% of base earnings or adjusted earnings to date if entitlement is 15 working days annually;
- 8% of base earnings or adjusted earnings to date if entitlement is 20 working days annually;
- 10% of base earnings or adjusted earnings to date if entitlement is 25 working days annually plus any vacation bonus;
- 12% of base earnings or adjusted earnings to date if entitlement is 30 working days annually plus any vacation bonus.

If the reason for termination is the death of an employee, the payment will be made to the estate or beneficiary.

For calculation purposes, the termination date is the employee's last day of work. The employee is removed from payroll on this date.

In cases where the termination is due to causes other than death, the termination date must not be extended to permit use of outstanding vacation credits or lieu days which are paid for in cash on termination.

40.15 Deferment or Interruption of Vacations

40.15.1 Reimbursement will be made for out-of-pocket expenses incurred by an employee who, at the request of Hydro One, either defers an approved vacation or returns before the vacation has expired.

40.15.2 When an employee is called back from vacation or when an employee's vacation is cancelled at the request of Hydro One, the employee shall receive premium rates of pay for all normal hours worked on cancelled vacation days for which seven calendar days' notice has not been given up to a maximum of seven calendar days.

40.15.3 Deferred or interrupted vacation days will be rescheduled at a later date.

40.16 *Vacation Carry-Over*

Where it is mutually agreeable, the employee may carry-over a maximum of one week's vacation to the following year (to be taken by March 31 of that following year). Request for carry-over must be made prior to September 1.

41 STATUTORY HOLIDAYS AND FLOATING HOLIDAYS

For federally regulated employees, the parties agree that Article 41 meets the requirements of Part III, Division V, General Holidays of the Canada Labour Code and that the Civic Holiday is substituted for November 11 (Remembrance Day).

41.1 The following days are recognized by Hydro One as Statutory Holidays:

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

If a Statutory Holiday falls on a day when an employee is off on sick leave, pay is not charged against sick leave credits for that day. A Statutory Holiday falling within an employee's vacation period is not counted as part of the vacation, but is taken as an extra day of holiday.

Payment for statutory holidays will be on the basis of straight time for the normal hours of work per day.

41.1.1 When Canada Day falls on a Saturday or Sunday, it shall be observed on the following Monday.

- 41.1.2 When Christmas falls on a Friday and Boxing Day on Saturday, a half holiday will be granted on the preceding Thursday. The days of observance will not be moved.

When Christmas falls on a Saturday and Boxing Day on a Sunday, a half holiday will be granted on the preceding Friday. Christmas will be observed on Saturday. Boxing day will be observed on Monday.

If Christmas Day falls on a Sunday, it shall be observed on Monday and Boxing Day on Tuesday.

When Christmas Day falls on a Tuesday, Boxing Day shall be observed on Monday.

When Christmas falls on a Wednesday and Boxing Day falls on Thursday, the Friday following Boxing Day will be granted as an additional holiday. The days of observance will not be moved.

- 41.1.3 When New Year's Day falls on a Saturday, an additional holiday shall be granted on either the preceding Friday, or the following Monday. The day of observance will not be moved.

When New Year's day falls on a Sunday, it shall be observed on Monday.

- 41.1.4 Holiday Shutdown

Hydro One may authorize a shutdown over the Christmas - New Year period. In order to encourage employees to voluntarily take this time off, employees will be allowed to use up earned vacation from the following calendar year in order to cover the shutdown period.

41.2 Floating Holidays

Employees who have completed 20 weeks of continuous service in any calendar year are entitled to three floating holidays. Such days will be taken on dates mutually agreeable to the employee and the supervisor. Floating holidays must be taken in the year they are earned (i.e. there is no carryover for floating holidays).

If an employee terminates after completing 20 weeks of continuous service in a calendar year, Hydro One will make a cash payment in lieu of any unused floating holiday credits.

If an employee terminates prior to the completion of 20 weeks of continuous service in a calendar year, entitlement is as follows:

- An employee not entitled to floating holidays in the previous calendar year is not entitled to floating holidays in the current calendar year. If an employee has been granted a floating holiday(s), Hydro One will recover one day's pay for each floating holiday taken.
- For an employee entitled to floating holidays in the previous calendar year, entitlement will be prorated based on the number of weeks of continuous service in the year of termination. Hydro One will either make a cash payment for any unused floating holiday credit or recover the value of any unearned portion taken.

42 EMPLOYMENT INSURANCE COMMISSION REBATE

The value of any Employment Insurance Commission (EI) rebate shall accrue to Hydro One.

43 PREGNANCY/PARENTAL LEAVE

Definitions

Pregnancy leave means a leave of absence of up to 17 weeks for a pregnant employee who has been employed by Hydro One for at least 13 weeks immediately preceding the expected birth date. Unless provided for in this Article, this leave is without pay.

Parental leave means a leave of absence for an employee who has been employed by Hydro One for at least 13 weeks and who is the parent of a child. This employee is entitled to a leave of absence following the birth of the child, or the coming of the child into the custody, care and control of the parent for the first time. Unless provided for in this Article, this leave is without pay.

For an employee who takes pregnancy leave, the leave of absence is for a period of up to 35 weeks. For an employee who does not take pregnancy leave, the leave of absence is for a period of up to 37 weeks.

43.1 Pregnancy Leave

- a) Start Date: Pregnancy leave may begin at any time during the 17 weeks immediately preceding the expected date of delivery.
- b) End Date: Pregnancy leave normally ends 17 weeks after the pregnancy leave began.
- c) Notice: The employee must give Hydro One as much notice as possible and a certificate from a legally-qualified medical practitioner stating the expected birth date. In no case, however, will the employee provide less than two weeks' written notice of the day the leave is to begin.
- d) Reinstatement: At the end of pregnancy leave, the employee will be eligible to return to the position the employee had prior to the leave, if it still exists, or to a comparable position, if it does not.
- e) Benefits: Hydro One will continue to pay Hydro One portion of the contributions for Group Dental, Extended Health Benefits, Pension Plan, Life Insurance, and any other type of benefit plan related to the employee's employment as prescribed by the *Employment Standards Act* for provincially regulated employees, and the *Canada Labour Code* for federally regulated employees, for the duration of the pregnancy leave, unless the employee gives Hydro One written notice that the employee does not intend to pay the employee portion of the contributions, if any.
- f) Service Credits: Employees on pregnancy leave shall be entitled to normal accumulation of service credits for the duration of the pregnancy leave.
- g) A pregnant employee may continue to work during a normal pregnancy until such time as the duties of her position cannot be reasonably performed.
- h) An employee on pregnancy leave does not qualify for sick leave.

43.2 Parental Leave

- a) Start Date: The parental leave must begin no later than 52 weeks after the day the child is born or comes into the custody, care and control of the parent for the first time for provincially or federally regulated employees.

The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the care and control of the parent for the first time.

- b) End Date: Parental leave normally ends 35 weeks after the parental leave began for an employee who also took pregnancy leave or 37 weeks for an employee who did not take pregnancy leave.
- c) Notice: The employee must give Hydro One as much notice as possible but in no case will there be less than two weeks' written notice of the date the leave is to begin.
- d) Reinstatement: At the end of parental leave, the employee will be eligible to return to the position the employee had prior to the leave, if it still exists, or to a comparable position, if it does not.
- e) Benefits: Hydro One will continue to pay the employer portion of the contributions for Group Dental, Extended Health Benefits, Pension Plan, Life Insurance, and any other type of benefit plan related to the employee's employment as prescribed by the Employment Standards Act for provincially regulated employees, and the Canada Labour Code for federally regulated employees, for the duration of the parental leave, unless the employee gives Hydro One written notice that the employee does not intend to pay the employee portion of the contributions, if any.
- f) Service Credits: Employees on parental leave shall be entitled to normal accumulation of service credits for the duration of the parental leave.
- g) An employee on parental leave does not qualify for sick leave.

43.3 Benefits Under the Supplementary Unemployment Benefit (SUB) Plan

- a) In order to be paid a leave benefit in accordance with the SUB Plan, the employee:
- i) must provide Hydro One with proof that she/he has applied for, and is eligible to receive unemployment insurance benefits pursuant to the *Employment Insurance Act* (EI); *and*,
 - ii) must be regular and employed by Hydro One for at least 13 weeks immediately preceding the date of delivery/adoption; *and*,
 - iii) must (a) be on pregnancy leave, *or* (b) be on parental leave.
- b) According to the SUB Plan, payments will consist of the following:
- i) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the employee's base pay (pregnancy leaves only, not parental leaves); *and*

- ii) when receiving EI benefits, payments equivalent to the difference between the EI benefits and ninety-three percent (93%) of the employee's base pay. See attached chart for duration of this "top up".
 - iii) where an employee becomes eligible for an annual increment/salary schedule adjustment during the period of pregnancy/parental leave, payments under 43.3(b)(i), 43.3(b)(ii) and 43.3 (b)(iii) shall be adjusted accordingly.
- c) An employee who qualifies under Section 43.3(a) shall sign an agreement with Hydro One providing:
- i) that she/he will return to work and remain in Hydro One's employ for a period of six (6) months from the date of return to work;
 - ii) that she/he will return to work on the date of the expiry of pregnancy/parental leave, unless this date is modified with Hydro One's consent or unless the employee is then entitled to a leave extension provided for in this Article;
 - iii) that should the employee fail to return to work as per the provisions of Subsections 43.3(c)(i) and 43.3(c)(ii), the employee recognizes that she/he is indebted to Hydro One for the amount received under the SUB plan.

PREGNANCY/PARENTAL LEAVES - TIME LINES



PROVINCIAL

(Only maximum entitlements available are shown)

Birth Mothers:

Pregnancy Leave

2 wks 93%	15 wks EI SUB=93%
--------------	----------------------

Plus Parental Leave as outlined below.

All Parents who are Entitled to Parental Leave and EI Benefits in accordance with Employment Standards Act

Parental Leave if EI Eligible

2 week waiting period (if required)* Unpaid	3 weeks EI + SUB = 93%	Maximum 32 weeks EI
--	---------------------------	------------------------

- Duration of Parental Leave is maximum 35 weeks if the employee has preceded their Parental Leave with Pregnancy Leave. Otherwise, maximum is 37 weeks.

* Note: A waiting period is not always required. Should parents choose to share parental benefits, the parent filing the second claim will not be required to serve a two-week waiting period. There will be one waiting period per birth or adoption.

All Parents who are entitled to Parental Leave in accordance with Employment Standards Act but who are ineligible for EI Benefits

Parental Leave if ineligible for EI

Maximum 35 weeks
Unpaid

44 SICK LEAVE PLAN

It is recognized that the provisions of the Sick Leave Plan are not an automatic right of an employee and that administration of this Plan and all decisions regarding the appropriateness or degree of its application shall be vested solely in the Company.

- 44.1 The Sick Leave Plan provides for maintenance of an employee's income when he/she is absent from work due to illness or non-occupational injury.
- 44.2 Employees are granted 23 days of sick leave a year - eight (8) days at full pay and 15 days at three-quarter pay. These grants accumulate continuously each year if not used, up to a maximum of 200 days at three-quarter pay and no limit to the number of days at full pay.
- 44.3 (This Section applies only to employees hired before January 1, 2002. It does not apply to employees hired on or after this date). In the year in which an employee completes six years of service, all sick leave used in the first year of service will be restored. In the 7th year of service, all sick leave used in the 2nd year of service will be restored. This will continue until the employee has completed 15 years of service. In the 16th year of service, all sick leave used in the 11th through to the 15th years of service will be restored. In every year after 16 years of service, sick leave credits will be restored at the end of the year following the year in which they were used. There will be no payout of unused sick leave credits when an employee leaves the service of Hydro One.
- 44.4 An employee will be reimbursed for any doctor's note required by Hydro One.
- 44.5 The following provisions apply only to employees hired on or after January 1, 2002. They do not apply to employees hired before this date.
 - 44.5.1 When employees have exhausted their sick leave credits and are on sick leave, they will be paid at 75% of their base rate for a period of up to 6 months or until approved for Long Term Disability (LTD), whichever comes first.
 - 44.5.2 Employees who are on continuous sick leave for 6 months and who qualify must go on LTD.
 - 44.5.3 In the event of denial of LTD benefits, employees will have their wages maintained at 75% of their base rate until completion of their LTD appeal, for a period not to exceed 2 months.

45 LONG TERM DISABILITY

The Long Term Disability (LTD) Plan provides financial security and rehabilitative employment features to regular employees during their absence from work due to extended sickness or injury. The benefits and terms and conditions of benefit entitlement of the Long Term Disability Plan are as described in: the Collective Agreement and the brochure entitled "Sick Leave and Long term Disability Plans, updated May 31, 2000". These documents, by reference, form part of the Collective Agreement. The benefits and terms and conditions of benefit entitlement as described in the above documents can be changed by mutual consent only.

45.1 Qualifying Period

The qualifying period is defined as the period six calendar months from the starting date of the employee's continuous absence due to disability; or a total of six months in accumulative authorized medical absences in the year prior to the date sick leave expires due to the same progressively deteriorating disability; or the expiration of sick leave whichever is longer.

45.2 Disability Period

The period in which an employee cannot continuously perform the essential duties of any position available in accordance with the priority placement criteria of the Rehabilitation and Re-employment Procedure.

45.3 Benefits

During the disability period, the plan will provide an income equal to the lesser of:

Sixty-five percent (65%) of base earnings at the end of the qualifying period for LTD benefits, or

Seventy-five percent (75%) of base earnings at the end of the qualifying period for LTD benefits less any pension entitlement and/or any supplement from the WSIB (excluding the Non-Economic Loss award) and or the Canada Pension Plan, excluding benefits for dependents.

A person who runs out of sick leave credits during the qualifying period will be granted a leave of absence without pay until such time as the LTD qualifying period elapses. The employee will continue to receive service credit during this period and have coverage maintained in, but will not be required to contribute to, the Hydro One Pension Plan, Health and Dental benefits, and the Group Life Insurance Plan.

45.4 Other Conditions

45.4.1 Hydro One and/or the insurance carrier reserve the right to periodically obtain necessary proof of continued disability. If at any time an individual who has been declared disabled and placed on LTD is capable of returning to any further service with Hydro One, Hydro One will request and the Society will normally grant a waiver of posting requirements except in the case of redeployment under Employment Continuity.

45.4.2 Employees who are in receipt of LTD benefits will have their LTD benefit levels adjusted by the indexation increase which is applied to Hydro One's Pension Plan.

45.4.3 Where a position is identified that both Hydro One and the employee on LTD agree he/she can become qualified for through educational retraining, Hydro One will pay tuition fees associated with the retraining, up to a maximum of three years.

45.4.4 Employees on LTD must apply for CPP disability benefits after an appropriate period (6 months) unless there are compelling (e.g., medical) reasons that prevent the employee from doing so.

46 WORKERS' COMPENSATION LEAVE

An employee awarded a Workers' Compensation grant shall be granted a compensable disability leave with compensation made up of a tax-free Workplace Safety and Insurance Board award, and a taxable top-up grant for the duration of Workers' Compensation Disability benefits. The top-up grant will ensure an employee's net pay is maintained.

If the employee is awarded a **Loss of Earnings (LOE)** award and is unable to perform the essential duties of any available job, the leave and top-up grant will be extended for the first 24 months of the **LOE** award. If an employee is unable to return to work during the first two years of a **LOE** award, an application for LTD should be submitted. The qualifying period is waived in these cases, and LTD benefits will be payable at the expiry of the first **LOE** for a qualifying employee.

Pending a decision of the Workplace Safety and Insurance Board regarding the legitimacy of a claim the employee will receive sick leave. Employees who are receiving Workers' Compensation benefits for claims or injuries suffered while in the employ of an Employer other than Hydro One are required to notify Hydro One of being in receipt of those benefits in order to qualify for the top up grant. These employees will not be eligible for sick leave while receiving Workers' Compensation benefits for the top-up grant.

The top-up grant for compensable disability leave will be withheld if the employee refuses a medically suitable position that she/he is capable of performing, pursuant to the provisions of Article 47 ("Rehabilitation and Re-Employment") of the Collective Agreement. The grant may also be withheld where an employee is subject to appropriate discipline or discharge for cause pursuant to Article 17 ("Discipline and Discharge").

Authority for withholding the supplementary grant is vested in Directors.

47 REHABILITATION AND RE-EMPLOYMENT

47.1 Application

This Article applies to Hydro One employees ("eligible employees") who:

- Qualify for Long Term Disability (LTD) Plan benefits; and/or
- Have been approved for a Workplace Safety and Insurance Board (WSIB) award; and/or
- Are regular employees who have medical disabilities that prevent them from performing the essential duties of their jobs. These employees are referred to as medically-restricted-at-work (MRAW).

47.2 Definitions

"Medical rehabilitation" shall mean medical support services to facilitate speedy and maximum recuperation prior to or during rehabilitative employment, including physical, psychological or emotional assessments, therapy, treatment and conditioning.

"Vocational Rehabilitation" shall mean support services to facilitate re-employment, including assessment of transferable occupational skills/aptitudes, identification of specific job accommodation and associated training requirements and formulation of rehabilitative employment plans and counselling.

“Rehabilitative employment” shall mean temporary work assigned to a recovering or recovered employee with an ultimate goal of continuing full employment.

“Affected employees” shall mean employees who have undertaken vocational rehabilitation assessments provided by Hydro One and the results indicate a need for active services to facilitate the goal of returning to continuing full employment. This classification includes employees in receipt of LTD benefits who are assessed medically able to return to work.

“Rehabilitative employees” shall mean employees who are eligible for rehabilitation and are capable of rehabilitative employment.

47.3 General

Rehabilitation employment may not be used as a means to manage, discipline or place employees with poor/unsatisfactory performance unrelated to medical reasons.

47.4 Vocational Rehabilitation

47.4.1 Hydro One shall identify eligible employees as soon as possible and ensure their timely assessment regarding their need for vocational rehabilitation services.

47.4.2 Hydro One shall provide timely vocational rehabilitation services for affected employees. The goal is to facilitate the employee’s re-employment in a continuing capacity that will make maximum use of his or her capabilities.

47.4.3 Hydro One shall develop a rehabilitation plan (“the plan”) for each affected employee. The plan is subject to mutual agreement of the employee, his/her personal physician, the Society (if its participation has been requested by the employee) and Hydro One. The plan will establish a return to work goal that is reasonable and realistic in the circumstances (e.g., recognition that a six-month rehabilitation may be insufficient for LTD benefit recipients in some cases). It will also describe the training, conditioning and therapy programs required to enhance the employee’s capabilities within a defined timeframe. It will include an assessment of an affected employee’s job accommodation needs (e.g., reduced hours, modified light duties, altered work station). The plan shall have a pre-determined duration and will be subject to periodic monitoring to assess the need for corrective actions to maximize the probability of successful continuing full time employment. Any party to the plan may request its review and/or revision.

47.4.4 Hydro One shall pay for vocational rehabilitation services and reimburse employees for reasonable expenses related to vocational rehabilitation.

47.4.5 Affected employees shall cooperate in the development of their vocational rehabilitation plans. MRAW employees shall provide confirmation of the nature of their medical restrictions by his/her personal physician to Hydro One or arrange with Hydro One to have these restrictions assessed.

47.5 Rehabilitative Employment

47.5.1 This section applies to rehabilitative employees.

- 47.5.2 An employee is entitled to placement in a medically suitable and reasonable position that accommodates his/her needs as identified in his/her rehabilitation plan (e.g., reduced hours, modified duties). Where an employee is MRAW, his/her fitness to perform essential duties of a job and work restrictions shall be identified.
- 47.5.3 Although the goal of rehabilitation is continuing employment in a full-time position, some employees have medical disabilities that may not be supportive of working full-time. Where the rehabilitation plan identifies reduced hours (minimum 14 hours maximum 28 hours per week) as a permanent medical restriction (supported by medical evidence) the employee will be re-employed and accommodated in an available and suitable ongoing position while retaining his/her LTD status.
- 47.5.4 The priority placement shall be the employee's return to his/her pre-disability position. Hydro One shall make all efforts to accommodate the employee in his/her pre-disability position.
- 47.5.5 In the event that efforts to satisfy an employee's assessed accommodation needs in his/her pre-disability position are not feasible or upon mutual agreement of the employee, Hydro One and the Society (where the employee has requested its participation), employees may be placed in a suitable alternate position. In these cases, Hydro One shall identify a target position or family of positions compatible with the employee's medical restrictions.
- 47.5.6 Where suitable alternate placement is required or agreed upon, an employee shall apply for vacancies identified by Hydro One as having essential job duties compatible with his/her medical restrictions.
- 47.5.7 Employees will be selected for suitable alternate positions in accordance with Article 65. Where more than one position is available, the employee will be offered the position nearest the salary level of the pre-disability position. The job offer may be no more than two salary levels below the pre-disability position.
- 47.5.8 Priority will be given to placement of employees in positions within Hydro One. External job opportunities, however, will be explored if appropriate internal positions do not exist. The employee must agree to any external placement.
- 47.6 Terms and Conditions of Rehabilitative Employment
- 47.6.1 Base salary in rehabilitative employment positions shall reflect normal scheduled hours worked at the current base hourly rate of the position (i.e., prorating shall apply in reduced hours situations).
- 47.6.2 When a rehabilitative employee is placed in a position whose salary grade is lower than his/her pre-disability position, Hydro One will maintain the base salary and benefits of the pre-disability position until the employee's current pay entitlement as determined by **step placement** in the new position exceeds that of the pre-disability position.

- 47.6.3 Rehabilitative employees shall continue to receive approved LTD/WSIB/Sick Leave benefits in accordance with the applicable statutory or collective agreement provisions. However, these entitlements shall be adjusted so that the total of the rehabilitative base salary and these benefits shall not exceed the current full-time base rate of the position occupied by the employee prior to disablement.
- 47.6.4 Where an employee returning from LTD receives a base salary less than the LTD benefit, Hydro One shall pay a supplementary amount equal to the shortfall to the employee.
- 47.6.5 Employees in receipt of LTD benefits shall receive the greater of the base salary for hours worked or LTD benefit entitlement.
- 47.6.6 Employees in receipt of LTD benefits shall continue to receive full (i.e., full time) service credit during rehabilitative employment and have full coverage (i.e., no prorating) in the Pension and Group Life Insurance Plans.
- 47.6.7 Rehabilitative employees shall be eligible for performance pay increases. They shall receive performance appraisals where medical restrictions do not preclude their application. Performance appraisals and pay adjustments shall take into account medical restrictions with respect to establishing goals and measuring achievements.
- 47.6.8 Following the successful completion of rehabilitative employment and placement in an ongoing position, the employee shall be ineligible for LTD/WSIB/Sick Leave benefits and will receive the normal base salary for their position.

47.7 Termination of Employment

In the event an eligible employee refuses reasonable rehabilitative employment or a reasonable job offer for re-employment, the employee shall be terminated without entitlement to LTD benefits. Where an employee grieves termination for medical incapacity an arbitrator shall have jurisdiction to consider relevant post-termination evidence of rehabilitation.

PART X - HEALTH BENEFITS

Hydro One, through its claims services provider, shall provide extended health benefits and dental coverage as outlined in the brochure entitled "Health and Dental Plan for Society (effective **April 1, 2008**)" (dated **January 12, 2009**) as amended pursuant to Section 48.3 and in accordance with the insurance carrier contract in effect at the commencement of the collective agreement. This does not in any way restrict the Employer's right to change the insurance carrier provided employee benefits are unaffected.

48 EXTENDED HEALTH BENEFITS (EHB)

- 48.1 Hydro One agrees to offer employees the option of using the Preferred Vision Services (PVS) Plan, subject to its availability.
- 48.2 Subject to the written consent of the Society, on a case by case and without prejudice basis, Hydro One and individual employees may enter into written agreements ("individual agreements") whereby, for a specified duration, the employees may waive their rights under the EHB Plan and opt for a different/alternative treatment. This enabling provision does not constitute an employee entitlement to different/alternative treatments but rather allows special requests to be accommodated by mutual agreement without increasing the costs of, or entitlements under, the EHB Plan. Neither the provisions of these individual agreements nor the decision by any party not to enter into such an arrangement are grievable.
- 48.3 The health and dental plan and associated brochure shall be amended to include provision for the following changes;
- Increase vision care to **\$600** every two years effective **January 1, 2015**.
 - Increase coverage of chiropractic charges (excess over OHIP coverage) to \$700 per year.**
 - Mandatory use of generic prescription drugs unless the employee's prescribing regulated health professional requires the use of brand name prescription drugs on medical grounds.**
 - Align coverage of hearing aids with coverage under Ontario Government's Assisted Devices Program (ADP): reimbursement for the purchase of a replacement hearing aid is limited to when the existing hearing aid is not suitable and/or cannot be repaired at a reasonable cost.**
 - Change definition of "reasonable and customary" charges to be calculated provincially.**
 - Ontario Drug Benefit (ODB) Plan – Coordination with Hydro One Plan: amend to apply to employees aged 65 and over. Effective when ODB Plan changes introduced as part of the March 2012 Ontario budget are implemented, cap reimbursement for ODB Plan deductible at \$100 per year for an individual and \$200 per year for a couple.**

49 DENTAL PLAN

- 49.1 Effective January 1st of each year of the collective agreement, the dentist fees will be paid up to the amounts shown in the current Ontario Dental Association (ODA) Fee Guide.

50 SEMI-PRIVATE HOSPITAL ACCOMMODATION PLAN

Coverage under the Semi-Private Hospital Accommodation Plan is unchanged.

51 PERSONAL ACCIDENTS

- 51.1 Hydro One shall pay accident benefits to employees for accidental bodily injury causing temporary total disability, permanent total disability or death in accordance with the current Table of Personal Accident Benefits.
- 51.2 Hydro One shall reimburse employees for medical expenses incurred as a result of an accident in excess of coverage provided by the Hydro One health benefits plans, OHIP or WSIB to the extent permitted by law

PART XI- RELOCATION ASSISTANCE

The following provisions apply to regular employees and are outlined in the brochure entitled "Relocation Assistance Benefits for Performance Paid Staff" (1995). Employees in positions covered by Article 25 will receive the treatment contained herein when appointed to regular positions, and required to relocate as a result of Hydro One's business.

52 HOUSING ASSISTANCE PLAN

52.1 Intent

- 52.1.1 Hydro One's purchase of an employee's principal place of residence is designed to ensure that an employee who moves will not be forced to endure unreasonable periods of family separation or inconvenience due to inability to sell the employee's home at a fair market price.
- 52.1.2 It will be the prerogative of Hydro One to reject an employee's application for Housing Assistance if in Management's opinion the property is not an acceptable risk.
- 52.1.3 The employee must abide by all of the requirements of the Housing Assistance Plan. Failure to do so will result in the employee becoming ineligible for housing assistance from Hydro One.

52.2 Purchase Guarantee

- 52.2.1 Hydro One will provide a purchase guarantee based on an appraisal of the property's current worth by a group of up to three appraisers, to be selected by the Real Estate Service in conjunction with the employee.
- 52.2.2 Hydro One will not request appraisals until the employee is ready to list his or her house in the marketplace providing this is within one year of the employee's transfer to the new work location and the employee is prepared to abide by Subsection 52.2.4 and Subsection 52.3.1.
- 52.2.3 The employee must acknowledge acceptance or rejection of Hydro One's Purchase Guarantee within five days of its receipt. If the employee rejects the Purchase Guarantee, Hydro One has no further responsibility with regard to Housing Assistance or the Purchase Guarantee.
- 52.2.4 If the employee wishes to participate in the Housing Assistance Plan, the employee must not list the property for sale until the Purchase Guarantee has been accepted.
- 52.2.5 Home Appraisal Documentation

Hydro One will provide the Society with an initial six month report of home appraisal documentation prior to January 1, 1995. Representatives from Hydro One and the Society will meet to discuss the particular form and content of subsequent reports. Upon agreement on the form and content a letter of understanding will be developed which will require the report to be given to the Society on a semi-annual basis for the term of this collective agreement. Any

anomalies in the report may be discussed by the Society and the Hydro One confidentially with full disclosure of information (including appraisals).

52.3 Listing of Property

- 52.3.1 If an employee chooses to participate in the Housing Assistance Plan, by accepting the Purchase Guarantee, the employee will immediately list the property for 90 days on MLS (where such service is available) at a price not exceeding 107% of the guaranteed price.
- 52.3.2 The employee will retain the right to sell to a third party until such time as the property is turned over to Hydro One for resale.
- 52.3.3 In order to assist the employee to dispose of the property expeditiously and at a fair market value, the employee should notify the Employee Relocation Administrator of all offers to purchase during the listing period. Hydro One may ask the employee to accept an offer which is lower than the Purchase Guarantee, whereupon the employee will be compensated for the difference between Hydro One's Purchase Guarantee and the amount of the offer. The employee's acceptance of any offer less than Hydro One's Purchase Guarantee is not mandatory and the employee will retain control of the sale of the residence throughout the listing period. All offers to purchase will be held in confidence by the Employee Relocation Administrator.

52.4 Sale of Property by Hydro One

- 52.4.1 The employee must be prepared to sign power of attorney authorizing Hydro One to sell property on the employee's behalf on the first day following the 90 day listing period. If the employee will be unable to vacate the premises at that time, the Employee Relocation Administrator must be notified.
- 52.4.2 Hydro One will pay to the employee the difference between the value of the property to Hydro One (Purchase Guarantee) and all existing encumbrances, including the advance of equity.
- 52.4.3 When an employee applies for assistance under this procedure, he or she must declare under oath, if required by Hydro One, all encumbrances of any nature or kind whatsoever, including executions, chattel mortgages, and notices of conditional sales contracts which the employee is obliged to pay.
- 52.4.4 In consideration of the payment to the employee of the amount established in Subsection 52.4.2, the employee will complete a deed of sale of the property, conveying the same by good and marketable title, but subject to all existing encumbrances, to Hydro One or its nominee.

52.5 Advance of Equity

In order to provide the employee with funds for a deposit or down payment on a residence at the new location, an advance of up to 100% of the employee's equity (Purchase Guarantee minus encumbrances) in the residence at the former location may be loaned to the employee by Hydro One. Advance of equity is interest free for employees who avail themselves of the Purchase Guarantee for 90 days for until the house is turned over to Hydro One or until the closing date of the sale of the house to a

third party, whichever comes first. For employees who reject the Purchase Guarantee, the advance of equity is interest free for 90 days. Repayment is as set out in the Relocation Assistance Benefits brochure.

53 MOVING EXPENSES

53.1 Intent

- 53.1.1 Since Hydro One has province-wide operations, employees may be required to move about the Province as part of their jobs. For clarification, relocation assistance entitlements are not limited to moves within the Province.
- 53.1.2 Hydro One recognizes that there may be a number of relatively costly expenditures associated with moving and will endeavour to ensure that such expenses will be adequately covered.
- 53.1.3 Hydro One will not assume responsibility to compensate for any upgrading in an employee's standard of living which may take place as a result of moving.
- 53.1.4 The Housing Assistance Plan will apply to the employee's principal place of residence and will not cover summer cottages, commercial real estate holdings or other secondary properties.
- 53.1.5 Employees who receive any moving expenses are subject to Canada Customs and Revenue Agency rules and regulation.
- 53.1.6 Relocation expenses will not be paid for work headquarter transfers within the boundary of the current City of Toronto, save for exceptional circumstances of hardship as may be reasonably determined by Hydro One.
- 53.1.7 Notwithstanding anything in this Article, in order to qualify for moving expenses after the employee's headquarters moves, the headquarters move must result in a greater distance from the employee's home.

53.2 Minimum Moving Distance

- 53.2.1 Normally, an employee must move a minimum of 40 road kilometres by the shortest normal route closer to the new work location to qualify for relocation assistance.
- 53.2.2 The provisions set out in Subsection 53.2.1 will apply unless Mid-Term agreements pursuant to Article 7 are in effect.

53.3 Expenses for Reimbursement

53.3.1 Household Effects

Hydro One will arrange for and shall pay the cost of packing, moving by freight or truck and insurance charges on household effects.

53.3.2 Home Buying and Legal Fees

Employees shall be reimbursed for legal disbursements and real estate brokerage fees associated with the purchase and/or sale of property valued up to five times the employee's annual base salary in the new location at the time of job transfer as follows:

a) Legal Fees

- The employee will advise Hydro One of his/her preferred lawyer. Hydro One will request the lawyer for an estimate on what the fees will be to complete the sale and/or purchase transaction. If Hydro One finds the solicitor's estimate to be unreasonable, Hydro One will ask the employee to recommend another solicitor to close the transaction.
- Legal fees and disbursements actually incurred in selling an old and buying a new residence will be paid by Hydro One.
- Legal fees shall be defined to include fees for arranging or discharging a first mortgage when required and will include land transfer tax.
- Disbursements shall be defined herein as those items paid by a lawyer on behalf of the employee for services in connection with the purchase or sale of the employee's residence including land transfer tax and land surveys when required, Ontario New Home Warranty Program if required for a new house, GST, and penalty costs to a maximum of three months' interest payments involved in discharging a first mortgage on the residence in the former location when required.

b) Referral Fees/Home Inspection

- When the employee is prepared to submit an offer to purchase on a property, Hydro One will make arrangement for one home inspection at Hydro One's expense. All offers to purchase should have a clause in the offer conditional upon the positive results of an inspection report. Any additional inspections for any reason will be at the employee's expense.
- Real estate brokerage fees charged by a real estate agency to the maximum standard recognized scale for services rendered in selling the employee's house shall be paid by Hydro One.

Note: The changes identified above are not meant to take away the existing right of the employee to select the real estate agent or lawyer.

53.3.3 Transfer Expenses

A transferred employee is expected to make arrangements to move expeditiously but this should not exceed a period of one year from date of transfer, except where there is a specific agreement between the employee and local management for an extension. The employee must provide in writing his/her intention to move to the supervisor, prior to receiving payment for any applicable living expenses. Reimbursement for actual costs incurred in the move will be allowed as follows:

- All employees who are eligible for moving expenses shall be afforded 12 weeks from the date the employee reports to work in the new location (i.e., date of transfer) to decide whether or not they wish to move. Payment of the following expenses is predicated on the employee maintaining his/her previous principal residence:
 - a) During this 12 week period, the employee shall have the option of either commuting to and from his/her new work location and receiving incremental travel expenses (i.e., additional travel costs beyond the employee's normal travel costs to the old work location), the total cost of which not to exceed living expense equivalent, or being paid living expenses in the new location. If the employee expressly indicates that he/she does not intend to relocate his/her residence, all expenses will cease at that time.
 - b) All expenses will stop at the end of the 12 week decision period unless the employee has provided in writing his/her intention to move within one year of date of transfer. Providing that the employee demonstrates to Management's satisfaction that arrangements to move with employee's family to the new location are being made as quickly as possible, the employee's living expenses in the new location or incremental travel expenses will be paid until such time as the employee moves or for a period not to exceed a further 6 months unless the employee can demonstrate serious hardship, in which case the period of expense coverage is 9 months (in addition to the initial 12 week decision period). The time limits mentioned above may be extended by a specific mutual agreement between the employee and line management for a total period not to exceed two years from the date of transfer.
 - c) If an employee, after providing written notification of his/her intention to move fails to do so, all expenses paid on his/her behalf or travel expenses paid to him/her for any period beyond the initial 12 weeks from the date of transfer or the date of his/her written intent to move, whichever comes first, shall be repayable to Hydro One. Repayment shall be made within one month of a written communication stating his/her intention not to move or within one year of date of transfer whichever comes first.
 - d) Exceptions to the repayment requirement should the employee fail to move may be made by reasonable exercise of the Business Leader's discretion (e.g., for reasons of significant unforeseen life hardships, Hydro One transfers, Hydro One international assignments, etc.).
- Transportation to the new location and living expenses while in transit to the new location will be paid for the employee and family (spouse and dependent children) and any other dependents of the employee's household. A reasonable number of visits by the employee and family, to the new location to assist in the selection of a new principal residence will be paid at the discretion of local Management.
- Living expenses of the employee and family during the period while household effects are in transit will be paid.

- Reasonable upkeep costs including mortgage interest on the old residence will be paid for a period of up to three months after the employee has moved to the new residence but still retains title to the old residence due to an inability to sell. If closure of the sale is imminent, the period may be extended by up to six weeks.
- Time off with pay to a maximum of one day's base earnings if the day of the move falls on a normally scheduled working day.
- Employees may elect, subject to the negotiations of their availability through Business Unit Mid-Term Agreements (Article 7), to receive lump sum payments in lieu of the following:
 - * temporary living expenses;
 - * reimbursement for costs associated with return to residence headquarters;
 - * benefits and expenses associated with house hunting trips;
 - * temporary storage, etc.

53.3.4 Spousal Assistance

An employee will be reimbursed for his or her spouse's job search expenses, supported by receipts, up to a maximum of \$750.00.

53.3.5 Rental Assistance

An employee who transfers to a higher cost rental area and who rents comparable rental accommodation will be provided with rental assistance by Hydro One as follows. The extent of this assistance will be the lesser of:

a) the monthly rent in the old location multiplied by Hydro One's rental differential;

or

b) the amount of the monthly increase in rent.

An employee who rents in the former location and purchases in the new location will be eligible for the equivalent of rental assistance as will the employee who conversely owns a home in the former location and rents in the new location.

Rental assistance will be provided for a five year period, based on 100% assistance in the first year and decreasing by 10% annually over the next four years.

This assistance will cease if the employee transfers to a new work location, terminates his/her employment with Hydro One, ceases to rent, retires or dies.

53.3.6 Rental Management Program

Upon request, Hydro One will arrange for a rental management firm to rent an employee's house when he/she is expected to return within five years and will pay the costs associated with this arrangement if it is in Hydro One's financial interests to do so.

53.3.7 Miscellaneous Expenses

Employees will be reimbursed for miscellaneous expenses associated with the move up to the limit of one month's salary based on normal scheduled hours of work. These expenditures are intended to cover items such as:

- cost of rental search assistance;
- costs incurred as a result of the move such as, cleaning, painting and decorating costs; adaptation, removal, installation or replacement of house furnishings and appliances;
- costs for connecting water, natural gas, and electricity to a new house if charged to the employee as purchaser.

Employees will not be reimbursed for capital expenditures which tend to increase the market value of a house, major house repairs or renovations.

53.4 Second Related Move

If a suitable residence is not available at time of transfer, an employee may rent temporary premises for up to one year. Under these circumstances, Hydro One will reimburse the employee for costs incurred in accordance with all Sections of this Agreement for either one of the two moves. For the other move, only costs of transportation, moving household effects, and legal fees incurred will be paid.

53.5 On Retirement

53.5.1 If Hydro One requires an employee who occupies a house or trailer on Hydro One property or a site under Hydro One control to move on retirement, the employee will be reimbursed as outlined in Section 53.3 for the cost of a move to any location in Ontario in which he or she desires to settle.

53.5.2 If an employee is requested to undertake a change in work headquarters involving a change in principal residence, and is age 55 or older on the date of transfer, consideration shall be given to the reimbursement of some or all of the moving expenses of that individual upon eventual retirement from Hydro One. The extent and terms of the assistance to be provided upon retirement will be determined at the time of transfer.

53.5.3 Only moving expenses within the Province of Ontario or to the nearest exit point from the Province will be eligible for consideration.

54 FINANCIAL ASSISTANCE PLAN

Hydro One shall contribute towards the interest costs on the increase in capital expenditure for an employee who is transferred to a higher cost housing area. Eligibility for this assistance will be determined by using:

- a) a house-for-house comparison conducted by Hydro One.

The amount of assistance will depend upon the:

- sale price of the residence in the former location;
- relative value of comparable housing in the new location;
- actual increase in housing costs (purchase price less sale price);
- current interest costs

The locality differential will be based on the differential in effect as of the date of closing of the purchase of the residence in the new location. The interest rate used to calculate the level of assistance will be based on Hydro One's employee housing loan rate for a five year term as published by the Treasury Division (or the actual mortgage rate, whichever is less) as of the date of closing of the purchase of the residence in the new location.

The financial assistance will decrease annually in twenty (20) percent increments over a five year period.

An employee receiving financial assistance must advise Hydro One if he/she sells or rents his/her house in the new location within five years of purchase. Assistance provided to the employee will be reviewed and revised accordingly.

Financial Assistance ceases upon termination or retirement. However, should an employee die while receiving financial assistance associated with relocation, such assistance may continue as per the original entitlement based on a case-by-case review by the Business Unit providing the following condition is met:

- the designated beneficiary provides affidavits on an annual basis that the principal residence for which the assistance is paid continues to be his/her principal residence and that no new revenues for renting any portion of the residence are being received.

55 HOUSE EVALUATION AND GUARANTEE PLAN

Upon subsequent transfer within Hydro One, an employee will be guaranteed his/her purchase price up to a maximum of four times his/her base salary at the time of the initial transfer (plus \$1500 for capital improvements on new homes, \$15,000 for resale homes or minus \$3,000 for damages to the property). This guarantee will be for a period of ten years from the date of purchase. Improvements must be verified by receipts and do not include normal painting, decorating and maintenance costs. An employee may not sell his/her house for less than the guaranteed amount without the consent of Hydro One.

56 COMPENSATION WHEN ASSIGNED TO TEMPORARY WORK HEADQUARTERS

56.1 Intent

- When there is an assignment to a Temporary Work Headquarters, the employee and his/her supervisor must have a mutual understanding of the terms of the assignment prior to its commencement using the following provisions.
- Employees assigned to a Temporary Work Headquarters should not be separated from their families for exceptionally long periods of time due to work requirements and should be compensated for all reasonable out-of-pocket expenses and travel costs.

- c) When an employee is assigned to a Temporary Work Headquarters, the employee will normally remain at the Temporary Work Headquarters. If there is mutual agreement between the supervisor and employee to commute daily, then the employee may do so.
- d) Employees will be reimbursed for all reasonable out-of-pocket expenses associated with being assigned to the Temporary Work Headquarters.
- e) Employees will be reimbursed for any additional travel costs beyond their normal travel costs to their Regular Work Headquarters.
- f) Travel time on the first trip to, and on the last trip from, the Temporary Work Headquarters shall be either during normal scheduled hours or compensated in accordance with Article 59 (Travel Time) if outside normal scheduled hours.
- g) Selections for Temporary Work Headquarters assignments should not be made on the basis of travel cost considerations.

56.2 Definitions

"Regular Work Headquarters": The location to which the employee normally reports in order to receive work assignments or to perform regular duties.

"Temporary Work Headquarters": The location to which an employee is directed in order to carry out assigned duties away from Regular Work Headquarters.

"Periodic Return": The return to the employee's principal residence once every two weeks.

56.3 Compensation When Remaining at Temporary Work Headquarters (TWHQ)

- a) When the employee resides at the TWHQ and does not commute, the employee shall be reimbursed for all reasonable out-of-pocket expenses incurred while at the TWHQ.
- b) An employee who resides at the TWHQ will be allowed a periodic return once every two weeks.

The employee shall be reimbursed for travel costs associated with the periodic return for the distance between his/her principal residence and his/her TWHQ, less normal travelling costs. Travel time associated with periodic return, outside normal scheduled hours and in excess of one hour each way, shall also be compensated. Compensation will be either in equivalent time off, or in pay, at straight time rates. Time spent in obtaining a meal will not be compensated.

- c) On intermediate weekends, if the cost of remaining at the TWHQ would be less than the cost of a return trip, the employee may claim actual travel costs up to the cost of remaining at the TWHQ. If the cost of remaining at the TWHQ is greater than the cost of a return trip, the employee may be reimbursed for all travel costs incurred for a return trip on that weekend.
- d) For employees who reside in rental or leased accommodation at the TWHQ, cost of travel on intermediate weekends will be based on the lesser of a per diem rate

based on the daily costs of normally used local hotel/motel accommodation (meals included) or actual travel costs (less normal travelling costs).

- e) Travel time will not be paid for return trips to home on intermediate weekends.

56.4 If the temporary assignment appears to cause the employee to reside separately from his/her family for a long duration, and for long distances, i.e., more than 100 kilometres, the supervisor may permit the employee to rent accommodation for his/her family near the TWHQ. In this situation, the employee will be reimbursed for all reasonable out-of-pocket costs, including the difference in rent paid out in the temporary location and any rent received from the principal residence.

56.5 Compensation for Daily Commuting To, and From, Temporary Work Headquarters

- a) When an employee and supervisor have mutually agreed that the employee may commute to the TWHQ on a daily basis, the employee shall be compensated for his/her travel time in accordance with the provisions of Article 59 ("Travel Time").

The use of a Hydro One vehicle will be one of the commuting options considered.

If a Hydro One vehicle is not used, the employee shall be compensated for his/her travel costs (i.e., public transportation costs or cents per kilometre, whichever, in the Supervisor's opinion, is the most reasonable considering the travel time and transportation expenses involved) in addition to his/her travel time.

The total amount of reimbursement for the employee's travel time and travel costs will be up to a maximum of the expenses that would have been incurred if the employee were to remain at the Temporary Work Headquarters (lodging and meals). In determining this maximum, consideration will also be given to the expenses that would have been incurred if the employee had used a Hydro One vehicle.

- b) When an employee commutes daily, he/she is required to be at the Temporary Work Headquarters at normal starting time and remain until normal quitting time.

Note: Where the planned duration of the assignment at a Temporary Work Headquarters is greater than one year, the employee will be eligible for full relocation assistance.

56.6 Exception

This Article does not apply to employees who on a daily or short-term basis may be required to work at a number of different work headquarters. In these cases, local management will determine the appropriate compensation treatment, but such compensation will not be less than that applicable to other employees under this Article.

PART XII - TIME WORKED OUTSIDE NORMAL HOURS

57 ON-CALL SERVICE

The following on-call service provisions shall apply.

57.1 Definition

On-call service is the requirement to be available outside normal work hours to meet unusual conditions, satisfy needs for assistance or direction, and return to work within a reasonable time, as specified by the supervisor. During the period of assignment, the staff member must be capable of responding. Normally, employees are not expected to be on call for a continuous, long-term period.

57.2 Payment

57.2.1 Compensation for on-call service is applicable in the following cases:

- a) there is a regular need for it (e.g. weekly, monthly, annually) and;
- b) the supervisor formally notifies the employee of the assignment.

57.2.2 The on-call service payment for any 16-hour period outside normal work hours is one half hour per day calculated at Step 9 MP4/TMS5.

57.2.3 The on-call service payment for any 24-hour period outside normal work hours (i.e., Saturday, Sundays, Statutory Holidays and granted days) is one hour per day calculated at Step 9 MP4/TMS5.

57.2.4 The on-call service payments specified above will apply only to the time periods as specified.

58 OVERTIME

The following provisions shall apply to employees when assigned to work overtime.

58.1 The method of compensation, for authorized overtime, may be money or time off at the appropriate premium rate. The employee or the supervisor may propose the method of payment, but it is the supervisor's responsibility to approve the method of payment most compatible with the unit's needs. Prior understanding between the supervisor and employee is desirable. ***If no request is made prior to the overtime being worked or if there is no agreement between the employee and the supervisor on the method of compensation, payment at the appropriate overtime rates will be automatic and paid. Lieu time for overtime accrued shall be limited in total to the number of hours equivalent to the employees normal work week. When an employee reaches these hours, he/she will be unable to request further lieu time for overtime worked until he/she has brought the hours below the set limit. The accrued lieu time will be taken at a time which is mutually-agreeable to both parties and can be carried over to the following calendar year. If a mutually agreeable time cannot be established by both parties, the employee will be required to cash out the lieu time banked on March 31st of the following calendar year.***

58.2 Day Workers

Overtime Worked	Overtime Hours	Rate of Payment
Monday to Friday	Authorized overtime beyond normal scheduled hours worked in the day	Time and one half (T-1/2)
Saturday	Authorized overtime	Time and one-half (T-1/2)
Sunday	Authorized overtime	Two times (2T)
Statutory Holiday	Authorized overtime	Monday to Friday: Two times (2T) for all unscheduled hours plus a Statutory Holiday credit. Saturday: Two times (2T) for all unscheduled hours worked.

58.3 Shift Workers

Overtime Worked	Overtime Hours	Rate of Payment
Scheduled Work Days	Authorized overtime beyond normal scheduled hours worked in the day.	Monday to Saturday: Time and one half (T-1/2) Sundays and Statutory Holidays: Two times (2T)
Scheduled Days Off	Authorized overtime on a normally scheduled day off.	Monday to Saturday: Time and one-half (T-1/2). Sunday: Two times (2T). Statutory Holidays (Monday to Friday): Two times (2T) plus a Statutory Holiday credit for hours worked up to normal hours for the day. Statutory Holiday (Saturday): Two times (2T).

58.4 For OSS and TMS staff required to work overtime and supervise staff receiving a higher overtime rate than that paid under Sections 58.2 and 58.3 above, the treatment shall be as follows: OSS and TMS staff receive two times their base hourly rate for all work, as described above, performed outside the first four clock hours after normal quitting time, Monday to Friday, and for all such work performed on Saturday.

58.5 In addition to employees covered under Subsection 58.4 employees who are directly involved in the operation, maintenance or construction of production, transmission or distribution facilities (exclusive of head office staff) and who directly supervise or work beside PWU employees will be compensated with the equivalent to PWU overtime premiums for all overtime worked, including the minimum payments received by PWU staff for both emergency and scheduled overtime. Employees work beside PWU employees if, as a regular part of their job, they are required to work with PWU staff on essentially the same job, under the same general conditions, and their presence at site for the overtime in question is necessary for task progress.

Employees may be designated as eligible under the above on an on-going basis or on an assignment by assignment basis at the discretion of Hydro One.

58.6 Recording Overtime

Management shall record assigned and paid overtime and will report the same to the Society every 6 months.

59 TRAVEL TIME

The following provisions shall apply to employees who are required to travel on business for Hydro One.

59.1 General

Some traveling time outside of normal hours of work to and from work locations, other than the regular work headquarters, is an inherent part of many jobs, for which no additional compensation is normally made.

59.2 Excessive Travel

- a) It is recognized that in some situations travel might be excessive. In these cases, the preference is for the supervisor and the employee to arrive at a mutual agreement as to what constitutes "excessive". This determination should be based on the following considerations:
- the amount of travel time that is required (hours per day, week and month)
 - the choice of travel options
 - the cost of travel choice/option
 - if the employee travels with PWU employees (i.e., internal relativity)
 - the time above and beyond the employee's normal travel time between home and normal work headquarters
 - the desire to compensate for travel time with time off

Where there is no mutual agreement, excessive travel time shall be defined as follows and compensated at straight time:

- the travel time in excess of one hour at the beginning and end of the normal scheduled day and greater than the employee's normal travel time; OR
- where the daily rate is not exceeded, the travel time in excess of five hours per week greater than the employee's normal travel time; OR
- where neither the daily nor weekly rate is exceeded, the travel time in excess of twenty (20) hours per month greater than the employee's normal travel time.

- b) When a special assignment calls for departure from the employee's home in the evening, or on a regular day off, time spent in travel will be compensated at straight time.

59.3 Emergency Overtime Work

Non-Prearranged Overtime Work: Travel time will be paid at the appropriate overtime rates for any work outside and in addition to normally scheduled hours for which there has been no pre-arrangement and an extra trip is required. Notification for prearranged overtime must be given at least 24 hours in advance of the start of such work.

59.4 Attendance at Seminars, Conventions, Etc.

- a) When an employee attends a convention, seminar, training course, or similar function and does not arrive at the destination or depart from it until after normal work hours, no additional time allowance will be paid, i.e., this travel time will be considered as part of the employee's contribution to attendance at a mutually benefiting function of this nature.
- b) Where Hydro One directs an employee to take a training course, travel time will be compensated in accordance with Article 59.2 .

59.5 Flexibility

Variations to the provisions of this Article made by agreement between the supervisor and the employee are permitted, subject to Director approval.

60 SHIFT WORK (M&P, TMS)

60.1 Definitions

Shift: All scheduled hours of a shift are considered to occur in the calendar day that the shift ends.

Scheduled Work: The hours of work assigned as per the shift schedule. Scheduled work cannot include overtime.

Positive/Negative Time Balances: Total hours accumulated in a time bank less the product of the normal scheduled hours of work for the position times the number of weeks since the time bank was previously balanced to zero. The result may be positive or negative.

60.2 Shift Workers

Consultation with the Society will occur prior to implementation of any future change to scheduled hours. Hours of Work will not be changed as a result of this Article.

Some jobs are shift work jobs e.g. Shift Operating Supervisors. Management reserves the right to put incumbents in these jobs on shift.

The job evaluation plan used to evaluate M&P jobs will be used as the vehicle to determine the relative worth of M&P shift positions within the shift family of jobs, and to

establish appropriate relativity between positions in this family and other non-shift M&P positions.

The requirement to obtain and maintain a license(s) to hold a shift position shall be identified in the job document (description and specification).

The number of personnel provided per shift position shall be such that no regularly scheduled overtime will be required. Due to the nature of Hydro One's operations, it may be necessary for employees on shift to work some overtime.

Management shall retain the right to place employees in shift positions for training and development purposes provided that the implications of possible classification changes on completion of the shift development phase are fully identified to the incumbent before the shift position is accepted.

Management shall provide an opportunity for input from employees prior to establishing shift schedules.

Management will use reasonable efforts to provide a minimum of seven (7) days' notice for shift workers when their hours of work, as shown on the regular schedule, are to be changed, except in the case of a forced unit outage or for reasons of equipment failure or safety. Management will use reasonable efforts in revising the regular schedule so as to provide the following minimum hours off between shifts:

- a) Shift change notices between 12-hour shifts will provide at least 12 hours off.
- b) Shift change notices from a 12-hour shift to an eight-hour shift will provide at least 12 hours off.
- c) Shift change notices from an eight-hour shift to a 12-hour shift will provide at least 15 hours off.
- d) Shift change notices between eight-hour shifts will provide at least 15 hours off.

60.3 Shift Allowances (M&P, TMS)

a) Shift Premiums

- Shift work on Saturdays and Sundays: 50% of 95% of MP4 Step 9 rate per hour worked.
- Shift work on statutory holidays: 95% of MP4 Step 9 rate per hour worked.

The Statutory Holiday shift premium shall be paid on an actual hourly-as-worked basis.

b) Shift Differentials

- For work on an 8-hour afternoon shift (1600 - 2400 hours) - **75¢** per hour worked
- For work on an 8-hour night shift (0000 - 0800 hours) - **\$1.00** per hour worked
- For work on a 12-hour night shift only - **\$1.15** per hour worked.

60.4 Information Technology Organizations (M&P)

In information technology organizations where the shift allowance payable to an M&P Shift Supervisor does not amount to at least 112% of the shift-related payments received by the PWU-represented staff working the same shifts, an annual adjustment will be made to the shift allowance for the M&P Shift Supervisor.

Until Hydro One is able to solve the relativity problem in information technology organizations, M&P shift supervisors shall receive an annual adjustment which would result in a 12% differential between their shift allowance and the shift-related payments received by the PWU-represented staff working the same shifts. Where a 12% differential exists, no annual adjustment will be made.

Employees in information technology organizations who either start or leave an M&P shift position during the year will receive a monthly pro-rated allowance. One-half month's tenure is necessary for receipt of the allowance for that month.

60.5 Ten Hour Shifts

Hydro One may assign employees covered by this Article to 10 hour shifts, without a vote, with the exception of employees subject to the Letter of Understanding re "Hours of Work for Field Management and Professional (FM&P) Staff" dated July 2, 1996.

The following conditions shall apply:

a) Notice

Management will use reasonable efforts in revising the regular schedule so as to provide the following minimum hours off between shifts:

- i) Shift change notices between 10-hour shifts will provide at least 12 hours off.
- ii) Shift change notices between a 10-hour shift to a 12-hour shift or vice versa, will provide at least 12 hours off.
- iii) Shift changes notices from a 10-hour shift to an 8 hour shift or vice versa will provide at least 15 hours off.

b) Shift Differential

- First shift - 0600 - 1800 hours - no shift differential
- Second shift - 1400 - 0200 hours - \$0.75 differential per hour worked

c) Shift Premium

- Shift work on Saturdays and Sundays - 50% of 95% of MP Step 9 rate per hour worked.
- Shift work on statutory holidays - 95% of MP4 Step 9 rate per hour worked.
- The statutory holiday shift premium shall be paid on an actual hourly-as-worked basis.

d) Special Circumstances

Collective Agreement provisions for time off shall apply except as modified for the following Special Circumstances;

On 10-hour day/shifts the following items will be credited for pay purposes on an hour-for-hour basis:

- i) Vacation
 - ii) Floating Holidays
 - iii) Sick Leave
 - iv) Leave of Absence/Unpaid Time Off
 - v) Travel Time
 - vi) Medical and Dental Consultation - Periods of less than four hours shall not be deducted from sick leave credits.
- a) In the application of the above-noted items (i) (ii) and (iii), a “days” entitlement will mean eight hours, i.e. a 10-hour day/shift will constitute one day and two hours deducted from credits.
 - b) When an employee is scheduled to work a 10-hour day/shift and one of the under-noted conditions occurs, a “day” will be considered to be 10 hours.
 - i) Jury duty and attendance at court
 - ii) Funerals
 - iii) Moving Day
 - iv) Time Charges for Attendance at Delegates’ Council and meetings of the Society’s Board of Directors.

60.6 Periodic Shifts for Non-Shift Workers

- 1) Periodic shifts for non-shift employees shall be allowed to mirror shifts created under PWU "periodic shift" agreements in force at the time of settlement, when the Society employee(s) provides direct supervision or technical support (including inspection/testing) alongside such PWU-represented employees for:
 - a) field settings
 - b) laboratory settings.
- 2) In the circumstances described in paragraph 1, above, an employee shall be assigned to periodic shifts for a maximum of 60 working days per fiscal year in the aggregate, under applicable shift provisions of the Collective Agreement including normal shift differentials and premiums. Where the PWU supply non-shift workers, the Society shall not unreasonably withhold its consent to supply consistent supervision for the duration of the project.
- 3) This Article does not alter existing local agreements in force at the time of settlement, including agreements reached pursuant to Article 71, and modifications of the provisions of paragraphs 1 and 2 are negotiable as local agreements pursuant to Article 7.
- 4) The parties may review the application and operation of this Article prior to the end of the Collective Agreement.

61 SHIFT WORK (FM&P)

61.1 Intent

- Assignment of FM&P staff to shift will normally be on a voluntary basis. However, in the absence of any qualified volunteers, Hydro One reserves the right to appoint specific individuals to perform the work.
- An employee who has volunteered may opt out of a shift arrangement by giving one month's written notice, subject to the above.
- Except in an emergency situation, at least seven days' notice will be given with respect to shift change notices.
- Hydro One will propose shift arrangements and seek the Society's input on proposed shift arrangements.
- A minimum period for a shift is four days.
- Hydro One reserves the right to terminate specific shift arrangements by giving one month's written notice.

61.2 Definitions (See Article 60)

61.3 Shift Differentials

Scheduled hours worked in shifts commencing during the following hours shall have the following shift differential apply:

- a) two- or three-shift coverage of eight hours or less:

07:00 – 10:00	Zero differential
10:00 – 18:00	An amount equal to one-seventh of FM&P 12 reference point rate per hour worked
18:00 – 07:00	An amount equal to one-fifth of FM&P 12 reference point rate per hour worked

- b) two-shift coverage of greater than eight hours:

06:00 – 10:00	Zero differential
10:00 – 06:00	An amount equal to one-fifth of FM&P 12 reference point rate per hour worked

61.4 Shift Premiums

Scheduled hours worked on Saturday and Sunday will be paid at an amount equal to the employee's base rate plus half of FM&P 12 Step 9 rate per hour worked.

For scheduled work performed on a statutory holiday, the amount paid equals the employee's base rate plus one times FM&P 12 Step 9 rate per hour worked. An additional day off will be scheduled in lieu of the statutory holiday.

61.5 Overtime

Authorized overtime beyond the normal scheduled shift hours shall be compensated in accordance with the overtime provisions of this Agreement.

61.6 Time Balancing

A time bank will be established for each employee to record the total number of scheduled hours worked plus scheduled hours paid for vacation, sick leave, time off in lieu or other approved paid time off. The time bank will be reduced to zero after the duration of the shift schedule.

For positive time balances the employee may elect:

- i) payment at time and a half for 50% of the hours and double time for the remainder;
- or
- ii) time off at straight time.

Negative time balances existing at the end of the shift schedule, or caused by interruption or cancellation, will be written off.

Overtime hours are not counted in the time bank.

61.7 Special Circumstances

In the application of the under-noted items a reference under the appropriate provision to "days" entitlement will mean eight hours. For example, a 12-hour shift will constitute one and one-half days deducted from credits. Items (e) and (f) will be credited, for pay purposes, on an hour-for-hour basis.

- a) Vacation
- b) Floating Holidays
- c) Sick Leave
- d) Leave of Absence
- e) Travelling Time Outside Normal Working Hours
- f) Payment for Relief Work

When an employee is scheduled to work shift and one of the following items applies, a "day" will be considered to be one scheduled shift.

- a) Legal Hearings

- b) Funerals
- c) Moving Day

61.8 10 Hour Days/Shifts

On 10-hour days/shifts the following items will be credited for pay purposes on an hour-for-hour basis:

- a) Vacation
- b) Floating Holidays
- c) Sick Leave
- d) Leave of Absence/Unpaid Time Off
- e) Travel Time
- f) Medical and Dental Consultations – Periods of less than four hours shall not be deducted from sick leave credits.

In the application of (a), (b) and (c) above, a “day’s” entitlement will mean eight hours i.e., a 10-hour day/shift will constitute one day and two hours deducted from credits.

When an employee is scheduled to work a 10-hour day/shift and one of the following conditions occurs, a “day” will be considered 10 hours:

- Jury duty and attendance at court
- Funerals
- Moving Day
- Time Charges for Attendance at Delegates’ Council and Meetings of the Society Board of Directors.

On a 10-hour day/shift, basic Statutory Holiday and special time off provisions remain unchanged i.e., time off and pay entitlements will continue to be calculated on an eight-hour basis. Employees will be given the opportunity to recover two hours when a Statutory Holiday falls on a scheduled 10-hour day/shift and the employee is not given the opportunity to work. Such hours shall be worked at straight time and shall be scheduled by mutual agreement between the employee and his/her supervisor.

On a 10-hour day/shift, authorized overtime beyond 10 hours work on scheduled workdays and all hours worked on scheduled days off shall be compensated in accordance with Article 58.

62 COMPENSATION AND WORKING CONDITIONS - 12-HOUR SHIFT SCHEDULE

The following provisions apply to employees who work a 12-hour shift schedule.

62.1 General Provisions

- 62.1.1 The 12-hour shift schedule will average the regular scheduled hours per week for employees and will indicate the days and hours of work (shift) for each

employee. Payment will be determined in accordance with this Article and as outlined elsewhere in Article 60 ("Shift Work - M&P, TMS").

62.1.2 The implementation of 12-hour shift work will be on the understanding that its application will not result in any appreciable increase in cost to Hydro One.

62.1.3 Hydro One or the Society shall have the right to terminate 12-hour shift work. Written notice must be provided by the Department Manager to the Society President or vice versa.

- a) If the notice is two months prior to the end of the current schedule, 12-hour shift work will terminate at the end of the current schedule. Reason(s) for termination will be provided by the respective party.
- b) The 12-hour shift schedule may be cancelled immediately by Hydro One should any of the following be adversely affected: safe operation of plant; health of shift workers; public safety.

Shift work monitoring criteria may include employee health, employee safety, employee attitude, attrition, overtime availability, insufficient notice for shift change, operating error, productivity, shift turnover and cost.

- c) When employees at any Department have exercised the right to opt out of time-balanced 12-hour shift work, no new 12-hour shift work may be introduced for those employees without the mutual agreement of local management and the local Society **representative**.

62.1.4 All policies and agreements which normally apply to employees will continue to apply unless specifically stated otherwise in this Article.

62.2 Shift Differential

A shift differential of \$1.15 per hour worked will be paid to 12-hour shift employees for each night shift hour worked, in accordance with Article 60.3 ("Shift Work (M&P, TMS)").

62.3 Shift Premium

Hourly shift allowances shall be paid to M&P and TMS shift workers, for hours worked as follows:

Shift work on Saturdays and Sundays	50% of 95% of the MP4 Step 9 rate per hour worked.
Shift work on Statutory Holidays	95% of the MP4 Step 9 rate per hour worked.

The Statutory Holiday shift premium shall be paid on an actual hourly-as-worked basis.

62.4 Overtime

62.4.1 Authorized overtime beyond 12 hours of work on scheduled workdays Monday to Saturday inclusive and all hours worked on scheduled days off Monday to

Saturday inclusive shall be compensated in accordance with the overtime provisions of this Agreement.

62.4.2 Authorized overtime beyond 12 hours of work on scheduled workdays which are Sundays or Statutory Holidays and all hours worked on scheduled days off which are Sundays or Statutory Holidays shall be compensated in accordance with the overtime provisions of this Agreement.

62.5 On-Call

On-call service payments will not be applied to those employees on the Minimum Availability Requirement (MAR) list (see Section 62.8).

62.6 Special Conditions

62.6.1 The following items will be credited for pay purposes on an hour-for-hour basis:

- a) Vacation
- b) Floating Holidays
- c) Sick Leave
- d) Time Off Without Pay
- e) Travel Time
- f) Medical and Dental Consultations - Periods of less than four hours shall not be deducted from sick leave credits.

62.6.2 In the application of the above-noted items (a), (b) and (c), a reference under the current provisions of this Article to a "day's" entitlement will mean eight hours. Therefore a 12-hour shift will constitute one and one-half days deducted from credits.

62.6.3 When an employee is scheduled to work a 12-hour shift and one of the under-noted conditions occurs, a "day" will be considered to be 12 hours.

62.6.4 Jury duty and attendance at court.

62.6.5 Funerals.

62.6.6 Moving Day.

62.6.7 Time Charges for Attendance at Delegates' Council and meetings of the Society's Board of Directors.

62.7 The basic Statutory Holiday and special time off provisions remain unchanged in that time off and pay entitlements will continue to be calculated on an eight-hour basis.

62.8 Minimum Availability Requirement (MAR) List

- 62.8.1 In order that a sufficient number of shift employees are on duty to maintain and ensure a continuous operation at any Department utilizing 12-hour shifts, a MAR List will be prepared.
- 62.8.2 A sufficient number of employees, by job classification and qualifications, will be determined by Hydro One. Employees will volunteer their willingness to be called in to work in this situation, by placing their name on the MAR List under the day(s) they wish to be called. If there are no volunteers, Hydro One reserves the right to assign employees to the MAR List. Employees will not be placed on the MAR List who are scheduled to work on an adjoining shift.
- 62.8.3 An employee on the MAR List agrees to be available during the Required Availability Period (RAP), to report to work to cover short-term absence. The RAP is the period of time commencing two hours prior to each shift change and ending one hour after each shift change.
- 62.8.4 If an employee whose name is on the MAR List cannot be available for the specified day(s), the employee must arrange for a substitute acceptable to Hydro One, whose name then would be added to the MAR List.
- 62.8.5 Volunteering or being assigned to the MAR List for RAP periods does not entitle the person to any compensation, i.e., on-call pay, etc., nor does it guarantee that overtime will result.
- 62.8.6 In the event that an employee is called to work from the MAR List, he/she will be entitled to overtime premium rates (outlined in Section 62.4) for all hours worked.

62.9 Twelve-hour shift work may be introduced when the following conditions are met:

- 62.9.1 If local management determines that a 12-hour shift work arrangement is appropriate, a vote will be held in the affected work unit(s).
- 62.9.2 More than 50% of those eligible to vote in the work unit(s) must vote in favour of 12-hour shift work.
- 62.9.3 The vote will be determined by a secret ballot scrutinized by the appointees of Hydro One and the Society.

APPENDIX I**Master Schedule Guidelines**

- 1.0 All work groups must follow the same schedule.
- 2.0 An excessive number of 12-hour shifts cannot be worked in sequence. Three would be the maximum for nights; four would be the maximum for days.
- 3.0 At least 48 hours off will immediately follow each sequence of shifts. At least two regular days off will be schedule in each week.
- 4.0 Time balances should cycle between +36, with an additional +4 hours as an exception.
- 5.0 Other specific rules in the Article should also be noted.

Note:

1. Supernumerary shifts will be worked between the hours of 08:00 and 16:00. These shifts will be spread evenly throughout the year except for July and August. Supernumerary shifts will only be scheduled in July and August if required for outage schedules.
2. For hours actually worked by an individual the following implementation rules apply:
 - 2.1 Maximum of 3 night shifts in a row, except for MAR list needs.
 - 2.2 A minimum of 48 hours off per pay period, except for MAR list needs

63 SHIFT TURNOVER

- 63.1 A shift turnover allowance will be paid to employees who have been authorized to perform shift turnovers, based on the criteria in Sections 63.2 and 63.3 and in compliance with the chart below.
- 63.2 Only one person will be paid for each shift turnover, either the incoming or the outgoing shift, but not both.
- 63.3 Rights to overtime are waived in favour of the above allowance when performing normal shift turnovers. The exception to this is in cases where the turnover is 30 minutes or longer due to unusual circumstances. In such cases all time beyond normal working hours will be compensated according to the overtime provisions of this Agreement in place of the allowance.

- Payment Per Shift Turnover -

Salary Grade	
MP6	\$16.40
MP5	15.30
MP4	14.40
MP3	13.50
MP2	12.65
TMS 05	12.60
TMS 04	11.80
TMS 03	11.10
TMS 02	10.40
TMS 01	9.70

PART XIII- WORKING CONDITIONS

64 REDEPLOYMENT, SURPLUS STAFF PROCEDURE AND CHANGE OF EMPLOYER

64.1 Scope

This Article applies to the redeployment or transfer of employees within Hydro One and from Hydro One to a new employer to whom a portion of Hydro One's business is transferred.

This Article will apply to all employees except temporary employees, and takes precedence over other provisions of this Collective Agreement with regard to vacancies and job placements unless otherwise specified. Article 33 describes the entitlements for temporary employees. Employees on leave (e.g. LTD) or on foreign assignments will be neither advantaged nor disadvantaged upon return from the leave.

64.1.1 Preference for Regular Employees

Surplus regular employees will be retained in preference to temporary employees under the following conditions:

- within the same Unit of Application;
- where the regular employees are qualified to perform the work and are able to perform the job within a reasonable period of time given the length of the assignment;
- where the work is normally performed by Society-represented employees.

Therefore, when there are both regular and temporary employees within the same Unit of Application and a surplus arises, the surplus regular employees will be retained over the temporary employees, if the conditions above are satisfied.

In situations where there are surplus regular employees, they will be used in preference to temporary employees, if a temporary requirement arises and if the above conditions are satisfied.

64.1.2 Grievability/Arbitrability

Employees may use the grievance/arbitration procedure to appeal decisions of the joint teams referred to in this Article if they believe they have been treated unfairly. JRPT decisions and processes are grievable. It is expected that the parties will support their decisions and recommendations. This is not intended to prevent the parties from jointly agreeing to change their decisions and recommendations. The recommendations and decisions by other Joint Redeployment Planning Teams and other Joint Reasonable Offer Teams are without prejudice and cannot be used as precedents in grievance arbitration. Any agreements reached by the parties within the scope of Article 64 are neither grievable nor arbitral.

64.2 Preamble and Principles of Operation

It is intended that the parties will make their best efforts to interpret, apply and administer the provisions of this Article to reflect a balance among the principles set out below and throughout this Article.

The parties are committed to sustaining a work climate that supports a high level of employee commitment, performance and job satisfaction. The following principles reflect our underlying values and beliefs and provide the direction on which this Article is founded:

- 64.2.1 Career change should be expected and viewed positively.
- 64.2.2 Individuals are responsible for their own career decisions and should be involved in developing options affecting their careers.
- 64.2.3 Hydro One and The Society recognize the value of retaining, utilizing and enhancing the asset of employee skills and abilities.
- 64.2.4 Redeployment issues will be discussed openly and employees and their representatives should be involved in these discussions as early as possible.
- 64.2.5 Employees will be provided with access to opportunities for learning and development and will take a proactive role in their development to prepare for the future.
- 64.2.6 It is in the best interests of both our customers and our employees for Hydro One to be a viable and healthy business entity.
- 64.2.7 Redeployment policies must reflect a balance between the fundamental interests of Hydro One and its employees.
- 64.2.8 Employees will be treated fairly and with respect and dignity.
- 64.2.9 Hydro One and The Society recognize that there will be competing individual interests and will structure redeployment strategies which will minimize the occurrence of that competition and its negative impact.
- 64.2.10 A commitment to short and long range planning is critical for the effective and efficient utilization and deployment of employee skills.

64.3 Definitions

- 64.3.1 “ADVERSE IMPACT” shall mean that, as a result of a Hydro One business decision, an employee does not have an ongoing position for which he/she is qualified or for whom the only available ongoing position for which he/she is qualified represents a demotion and for which he/she has not voluntarily applied.
- 64.3.2 “ALLOCATION” shall mean the lateral placement of an employee into an ongoing position where the exercise of employee choice is not required on the basis of the rules set out in Subsection 64.7 and there is no adverse impact.

- 64.3.3 "BASIC PAYMENT IN LIEU OF NOTICE" shall mean 24 weeks.
- 64.3.4 "CHANGE OF EMPLOYER" shall mean any sale, lease, transfer or any other transaction between Hydro One and any other entity, by virtue of which the ownership or control over any part of the company's business or assets becomes held by such other entity and some or all of the Company's employees become employees of a new employer as part of the commercial transaction.
- 64.3.5 "CONSENSUS" shall mean an agreement on a given issue that all parties to the agreement can live with and publicly support.
- 64.3.6 "DECLARED SURPLUS" shall mean that the employee has insufficient seniority and/or qualifications to be matched to an ongoing position that is deemed to be a reasonable offer in his/her unit of application.
- 64.3.7 "INCUMBENCY" is a concept that will be used as a part of a redeployment process. An employee may be identified as an incumbent only if the position meets the following criteria:
- the majority of the core functions/key accountabilities are the same⁷;
 - unchanged location;
 - unchanged hours of work;
 - unchanged salary grade or where the salary grade increases as a result of the prospective addition of duties/accountabilities pursuant to Clause 66.3.1.c.
- 64.3.8 "LATERAL POSITION" shall mean a job paid from:
- a) the same salary schedule and is the same salary grade as the employee's current grade;
 - or
 - b) a different salary schedule in which the salary level is equivalent to the employee's current job measured by salary grade Reference Points (100%).
- 64.3.9 "LATERAL PLACEMENT" shall mean the placement of an employee into an ongoing lateral position or into an ongoing position that is upgraded pursuant to Clause 66.3.1.c.
- 64.3.10 "MAPPING" shall mean the lateral placement of an employee into an ongoing position where the exercise of employee choice is required on the basis of the rules set out in 64.7 and there is no adverse impact.
- 64.3.11 "ONGOING POSITION" shall mean an assignment other than a relief of rotational assignment. An employee's ongoing position determines his/her base jurisdiction for the purposes of employment continuity and other entitlements (see Article 5).
- 64.3.12 "PRIORITY CONSIDERATION" shall mean an obligation to select the most suitable candidate from amongst the qualified surplus applicants for advertised vacancies for whom the vacancy represents a lateral or lower-rated position. If there are no qualified surplus applicants Management is then obliged to select

⁷ The operational meaning as determined by the JRPT in adverse impact situations.

the most suitable candidate from amongst those surplus applicants who can become qualified in a reasonable period of time. "Priority consideration" is provided to surplus employees.

- 64.3.13 "PROMOTION" shall mean a position in which the demands and responsibilities are greater than in the employee's current job and the position is a minimum of one salary grade higher than the employee's current job if rated on the same salary schedule or the equivalent of one salary grade higher if rated on a different salary schedule.
- 64.3.14 "QUALIFIED" shall mean having the qualifications and experience required to perform the job within a reasonable period of time, normally not expected to exceed six months.
- 64.3.15 "REDEPLOYMENT" shall mean the staffing of new or changed organizations in accordance with the provisions of this Article.
- 64.3.16 "SENIORITY" shall mean all prior service with Ontario Hydro *and* Hydro One or other eligible seniority as per the transition provisions in Section 9.3 regardless of breaks in employment, employee category and/or bargaining unit/representational status. Regular employees who currently work reduced hours or have done so in the past, will have such service calculated as if it were full-time. In the event that a contractor is determined to be dependent, service shall be counted from the date of a declaration of dependent contractor application to the OLRB or the date of joint agreement between Hydro One and The Society regarding contractor status.
- 64.3.17 "SERVICE" for the purpose of calculating severance shall mean the employee's Established Commencement Date (ECD) and does not include any external experience credits. Employees who have received severance pay under this Article shall not be entitled to the service used to calculate previous severance pay in any future employment with Hydro One.
- 64.3.18 "SERVICE BASED PAYMENT IN LIEU OF NOTICE" shall be based on the surplus employee's Service Recognition Date (SRD) plus External Experience Value (EEV).
- 64.3.19 "SUBSIDIARY COMPANY" shall mean a Hydro One subsidiary or holding company.
- 64.3.20 "VACANCY TRANSITION PHASE" (VTP) shall mean a period not to exceed six weeks following the conclusion of a mix and match during which vacancies are unfrozen and surplus employees who elect to remain for this phase have the right to priority consideration for vacancies in accordance with Subsection 65.6.3.

64.4 Notification and Involvement of The Society

64.4.1 Principle of Prior Involvement

Prior to making final decisions on significant organizational or operational changes that have an adverse impact on the employment continuity of Society-represented employees, Hydro One will establish a team in a timely manner

which will include representatives appointed by The Society. The team will examine how the organizational or operational change will be implemented and will strive to develop mutually acceptable recommendations in a timely manner for the appropriate level of Management based on this examination.

64.4.2 Involvement

The Society will be involved in all decisions respecting how Society represented employees are treated with respect to this Article.

There are two levels of involvement in this Article. They are as follows:

a) Joint Consultation

Hydro One and The Society will discuss the issue and attempt to reach a jointly acceptable course of action.

Failing an agreement, Hydro One will make the final decision.

b) Joint Recommendation

Hydro One and The Society will attempt to reach consensus on an issue that will form the basis of a recommendation to senior management.

In the event a JRPT does not reach consensus on the appropriate Unit of Application, the default Unit of Application defined pursuant to Subsection 64.10.1 will be used. Other outstanding issues will be submitted by either party to a standing arbitrator.

64.5 Application

64.5.1 This Article applies to all situations where:

- There is a change of employer for employees; and/or
- The employment continuity of employees is adversely impacted; and/or
- Positions with incumbents are transferred within/between subsidiary companies, relocated or significantly changed (e.g., a change to job duties and/or skills/qualifications and/or rate as covered in the job document) but where no adverse impact results **with the following exception: where positions with incumbents are transferred to a different organizational unit and/or line of business and there are no changes in: a) location (i.e. regular work headquarters); or b) job document and/or job ratings; or c) hours of work.**

These impacts may arise due to organizational and operational changes that include technological changes, workload changes, business process re-engineering and other circumstances.

64.5.2 Where there is no adverse impact, the provisions of 64.7 shall apply.

64.5.3 Where there is adverse impact, the provisions of 64.8 to 64.15 inclusive shall apply.

- 64.5.4 Where there is a change of employer, the provisions of 64.6 shall apply.
- 64.5.5 Hydro One shall consult with the Society regarding the applicable redeployment process (i.e., whether to use the “adverse impact” or the “no adverse impact” track) prior to redeploying employees.
- 64.5.6 Exceptions to mandated “freezes” on filling vacancies in the “change of employer”(Subsection 64.6.6) and “mapping” (Clause 64.7.6.2) processes may be permitted where the parties mutually agree.

Change of Employer

64.6 Change of Employer

- 64.6.1 This Section shall apply where there is a change of employer for some or all employees.
- 64.6.2 Hydro One recognizes the importance of securing for employees opportunity for continuing employment with the new employer and will endeavour to secure such opportunity for employees with the new employer.
- 64.6.3 In addition to Article 11, at the earliest possible time prior to the transaction, Hydro One further agrees that it shall provide in writing to the Society all available information relating to the new employer that is relevant to employees to the extent that circumstances reasonably permit. The Society agrees that confidentiality will be maintained.
- 64.6.4 Until such time as staff positions and numbers to be transferred to the new employer are provided to the Society, employees may apply to vacancies in accordance with the Collective Agreement. All applications from employees (“affected employees”) in the affected businesses or assets for laterals and demotions will be processed and considered unless the move would seriously jeopardize the viability of the work unit.
- 64.6.5 Hydro One will provide the Society with a listing of the potentially affected employees, positions and numbers to be transferred to the new employer as soon as possible. This listing will specifically identify any employees who are from an acquired municipal electrical utility (MEU) and who have been provided with a period of employment protection under the Hydro One Acquisitions Letter of Understanding (LOU#7).
- 64.6.6 Commencing on the date that Hydro One provides the information described in Subsection 64.6.5, displacements into and selections into or out of the affected businesses or assets shall cease.
- 64.6.7 Where the number of affected employees exceeds the new employer’s needs or where there is adverse impact, the following shall apply:
 - 64.6.7.1 Article 64.8 shall apply to affected employees.

- 64.6.7.2 Where there continues to be adverse impact, affected employees will be placed through an expedited mix and match process in accordance with Sections 64.9 to 64.10.3. Where there is no adverse impact, the provisions of Subsection 64.6.8 shall apply. Affected employees who are placed in positions with the new employer through the mix and match process will transfer to the new employer.
- 64.6.7.3 Affected employees who are not placed pursuant to Clause 64.6.7.2 will be redeployed in Hydro One in accordance with the applicable provisions of this Article (i.e., either the “no adverse impact” or the “adverse impact” tracks).
- 64.6.7.4 Where the number of affected employees does not exceed the needs of the new employer or where there is no adverse impact for these employees, affected employees will be redeployed into positions with the new employer in accordance with Section 64.7.
- 64.6.7.5 Except for employees who terminate pursuant to Section 64.8, employees who refuse to accept a placement with the new employer in accordance with the applicable process (i.e., Subsection 64.7.5 for employees who are allocated, Clause 64.7.6.9 for employees who are mapped, and Sub-clause 64.10.3.v.9 for employees who are mixed and matched by a JRPT) shall be deemed to have voluntarily terminated Hydro One without severance.
- 64.6.7.6 Where as a result of the transfer of employees to a new employer an adverse impact arises for employees remaining at Hydro One, the latter shall be redeployed in accordance with the “adverse impact” provisions of this Article.
- 64.6.7.7 The Society agrees that no grievances under the Ontario Labour Relations Act or any other applicable legislation will be undertaken as a result of the implementation of this Section other than to enforce its terms.

No Adverse Impact

64.7 Allocation/Mapping

- 64.7.1 Where Hydro One redeploys employees and there is no adverse impact, employees shall be either allocated or mapped in accordance with the rules set out in this Subsection.
- 64.7.2 Hydro One shall consult with the Society prior to determining whether employees shall be allocated or mapped. Process decisions shall be communicated to the affected employees as soon as possible.
- 64.7.3 Employees shall be allocated where a whole work group/single classification is being transferred to a different organization and/or location and none of the conditions listed in Subsection 64.7.4 apply.

- 64.7.4 The conditions under which employees shall be mapped include any one of the following:
- A work unit or function is split within or between subsidiary companies; and/or
 - Relocations are required involving positions with the same classification with more than one regular work headquarters; and/or
 - Where there are a different number of incumbents than positions for which incumbency rights can be exercised; and/or
 - Multiple qualified candidates for a lateral placement.
- 64.7.5 Where employees are to be allocated, the following rules shall apply:
- All employees shall be allocated;
 - Employees shall “follow their work”;
 - The placement of employees shall be reasonable within the meaning of Subsection 64.11.3. Employees who refuse to accept their placement offer shall be deemed to have voluntarily terminated employment with Hydro One without severance.
- 64.7.6 Where employees are to be mapped, the following rules shall apply:
- 64.7.6.1 The redeployment of employees shall take no longer than four (4) weeks from the date when Hydro One finalizes its organization.
- 64.7.6.2 During the mapping period all vacancies within the affected Division shall be frozen except pursuant to Clauses 64.7.6.6 or 64.7.6.10. Division shall mean the Divisional Default Unit of Application as defined pursuant to Subsection 64.10.1.
- 64.7.6.3 All employees shall be mapped.
- 64.7.6.4 Wherever possible, employees shall “follow their work”.
- 64.7.6.5 Employees may be promoted in the mapping process pursuant to Clause 66.3.1.c or where there are essentially no lateral placement opportunities or where the employee has been previously demoted through the application of Article 64 and no displacement of another employee will result.
- 64.7.6.6 Positions that do not have an incumbent or for which there are no qualified candidates for lateral placement within the affected organization will be filled through the advertised vacancy process pursuant to Section 65.6. The posting period shall be one week. Selections to these positions will be made before finalizing mapping decisions.
- 64.7.6.7 Under any of the conditions listed in Subsection 64.7.4 or otherwise where it is determined that employees shall be given the opportunity to express their preferences, subject to unit viability, “senior choice,

junior force” shall apply. Employees shall have five (5) working days to submit their preferences.

- 64.7.6.8 If an employee is not an incumbent or following his/her work, he/she may request in writing a review of where he/she has been “draft mapped”. The Society and management will expeditiously jointly review this request and may make mapping amendments as necessary.
- 64.7.6.9 Placement offers shall be reasonable within the meaning of Subsection 64.11.3. Employees who refuse to accept a placement where he/she is the incumbent or where the assignment is reasonable may be deemed to have voluntarily terminated employment with Hydro One without severance.
- 64.7.6.10 Positions unfilled at the conclusion of the mapping process shall be advertised in accordance with Article 65.

Adverse Impact

64.8 Voluntary Surplus

In circumstances where Management is aware that job loss may occur, subject to work unit viability Hydro One will allow for voluntary termination by an employee in the affected work group. In such cases, employees who terminate their employment, will be entitled to 100% of their own basic and service-based payment in lieu of notice and severance entitlements, plus an additional week of severance for each completed year of service, to a maximum additional payment of 26 weeks' pay. The combined total of the employee severance entitlement, plus the additional week under this Section cannot exceed 78 weeks. The combined total of the payment in lieu of notice and severance entitlement cannot exceed 138 weeks. With the agreement of the Society, Hydro One may offer voluntary separation incentives such as focused pension incentives, retirement bridges etc.

Subject to any Canada Revenue Agency (CRA) rules and regulations, an employee may:

- Transfer a portion of any monies received into a RRSP; and/or
- Elect to receive his/her payment in one (1) lump sum or two (2) equal instalments over 2 consecutive calendar years. Where the employee elects two (2) instalments, Hydro One will make the 2nd payment within the first half of the 2nd year.

64.9 Set Up Joint Redeployment and Planning Team

Hydro One shall decide the organizational structure required to carry out approved work programs.

Hydro One and The Society will appoint an equal number of representatives to the Joint Redeployment and Planning Team (JRPT). This team will develop a redeployment plan which minimizes to the extent possible the effect on and number of employees to be declared surplus, consistent with the need to carry out Hydro One's work and will be responsible for overseeing its implementation. The team is also responsible for

communications to affected staff. The Joint Redeployment and Planning Team will develop its recommendations/decisions by consensus using problem solving techniques.

Senior Management (e.g., Directors, General Managers) shall meet to discuss with the Joint Redeployment and Planning Team the number and type of positions that will no longer be required.

64.10 Joint Planning - Responsibilities of the JRPT

- a) The Joint Redeployment and Planning Team will prepare a report including decisions with respect to:
 - (i) The Unit of Application for identification of surplus staff;
 - (ii) The name of the standing arbitrator and outline of arbitration process;
 - (iii) The process and strategies used for redeploying staff within the Unit of Application;
 - (iv) The preparation of seniority lists and identification of surplus staff;
 - (v) Identification of separation incentives for the purpose of minimizing involuntary terminations.
 - (vi) The timetable of events, including specified deadlines, to ensure that the process is completed within the contractual timeframe.
- b) Respond to questions and grievances related to its process and decisions.
- c) Ensure that purchased services contracts are reviewed by Hydro One throughout the redeployment process.
- d) Appoint JROT members.

64.10.1 Unit of Application

64.10.1.1 Definitions

Unit of Application shall mean the organizational unit (e.g., Department, Division, Business Unit, Subsidiary or a cross Hydro One grouping) in which seniority and the identification of surplus staff shall be administered.

Business Unit shall mean the organizational unit under a subsidiary President/CEO.

Division shall mean an organizational unit under a direct report to a subsidiary President/CEO.

64.10.1.2 Size of the Unit of Application

In determining the size of the unit for purposes of identifying who is surplus, the parties will be governed by the following:

- The size of the unit will be sufficiently large to provide a fair means for identifying the surplus employee(s).

- The size of the unit will be sufficiently small to minimize the disruption to both the employee and the work to be done.

A joint recommendation will be made in determining the size of the unit of application.

64.10.1.3 Default Unit of Application

Should the parties not agree to the size of the unit of application for the identification of surplus, then the unit size will be the Business Unit with this exception:

Where fewer than 10% of Society-represented employees in a Business Unit, and fewer than 20% of The Society-represented employees in the Division are adversely affected, then the default Unit of Application will be the Division.

64.10.1.4 Unit of Application Beyond the Business Unit

A JRPT may jointly recommend to a Vice-President or General Manager (or equivalent) that the Unit of Application should be expanded beyond the Business Unit in a surplus situation. If the recommendation is approved, the recommendation will be jointly discussed with the Business Unit(s) into which expansion of the Unit of Application has been recommended. If no jointly agreeable solution is achieved at this stage, the recommendation may be brought by either party to the Society-Hydro One Issues Team ("Issues Team") for consideration and resolution. In appropriate circumstances (e.g., Corporate Functions, Multiple Business Unit JRPTs), matters may be directly referred to the Issues Team.

64.10.1.5 With respect to the Hydro One organization effective **April 1, 2013**, the default Units of Application shall be defined pursuant to the chart found at Appendix VII.

64.10.1.6 Where organizations have been split and adverse impact subsequently arises in any receiving unit with respect to the functions of these organizations, the default Unit of Application shall consist of the functions from the old organizational unit and new organizational units if applicable.

64.10.1.7 Employees covered by the FM&P Letter of Understanding dated July 2, 1996 will have a Unit of Application that consists of Hydro One.

64.10.1.8 All employees will normally be assigned to one and only one unit of application.

64.10.1.9 Where Hydro One establishes organizational units which do not clearly fit the definitions contained in the unit of application default provisions, the matter of the appropriate unit of application will be reviewed by the Issues Team. The Issues Team will make a decision which ensures that surplus rights are fairly applied.

64.10.1.10 In the event of a change during the term of the Agreement that cannot be resolved by the parties, the following dispute resolution will be used:

- a) The parties shall exchange written briefs within 10 working days of reaching impasse on the matter.
- b) A mutually agreed arbitrator shall decide the matter within 10 working days after the briefs have been exchanged. The arbitrator has all the powers under the applicable Labour Relations Act.
- c) The arbitrator shall hear the matter in the most expeditious manner possible, and shall only hear oral evidence where he or she determines that it cannot be determined on the basis of the written briefs and oral submissions.
- d) The arbitrator shall issue an award within 5 working days of the hearing, setting out the default unit of application.
- e) The JRPT shall continue to function and develop other elements of its report pending determination of the default unit of application through this process, and the outcome of this process does not preclude the JRPT from achieving consensus on a unit of application notwithstanding the arbitrator's award.
- f) This process does not prejudice or waive any grievance rights under this Article, but the arbitrator's award on the default unit of application cannot be grieved.

64.10.2 Process for Staff Changes - Mix and Match

The Joint Redeployment and Planning Team will develop the mix and match procedures to fill positions in the new organizational structure from employees within the Unit of Application. The intent is to sort employees within the Unit of Application among the jobs in the new organization on the basis of qualifications and seniority. In the event there are no qualified employees from the Unit of Application, the positions will be advertised in accordance with Article 65.

JRPTs are expected to keep accurate records of the reasons for deeming employees not qualified. Upon request, the employee will be provided with the written reasons for being deemed not qualified.

64.10.2.1 Mix and Match Rules

- 1) No promotions except as specified, i.e., only laterals or demotions are permitted in a mix and match process. (Note: Exceptions are described in 64.10.2.1 (11) and 64.10.4 and includes prospective reclassifications pursuant to Clause 66.3.1.c).
- 2) Applies within the affected Unit of Application except as specified at Rule 13.

- 3) The process must be open and participatory and involve individual employees in planning and an agreed-upon form of posting within the Unit of Application.
- 4) In the event there are more qualified candidates than positions available in the new organization, then the most senior of the qualified candidates will be selected to fill the positions.
- 5) If a job offer is found to be unreasonable by the Joint Reasonable Offer Team, then the JROT will re-examine the match. If no reasonable job is available, then the employee will be declared surplus with full entitlements.
- 6) Employees who accept a lower-rated position or who experience a reduction in hours of work as a direct result of Mix and Match will be entitled to the provisions of 64.12 "Compensation".
- 7) Pregnancy Leave and Paid Parental Leave
The employee should be treated as though he/she is at work.
- 8) Other Leaves/Absences
The employee will under normal circumstances participate in the Mix and Match process.
- 9) Out-of-Province Assignments
Refer to 6.4 "Employment Continuity during Temporary Out-of-Province Assignments".
- 10) Temporary Assignments/Rotations
Employees will exercise the redeployment rights applicable to their ongoing positions.
- 11) Employees Previously Demoted via Article 64
An employee previously demoted through the application of Article 64 is eligible for consideration at up to his/her previous higher level during a subsequent Mix and Match subject to the following:
 - The subsequent Mix and Match (i.e., upon approval of the first report) must occur within two years of the date that the employee reported to the lower-rated position.
 - Displacement of another employee at a level higher than their current level is not permitted.

- 12) Promotion-in-Place Programs (PIPs)
- a) Employees in a PIP will be retained in their PIP (should it continue to exist) based on seniority, subject to item (d) below.
 - b) Employees in non-PIP positions or in other PIPs will be considered for PIP positions subject to the following:
 - i) for lateral or lower-rated levels of the PIP only;
 - ii) must be minimally qualified at the entry level of the PIP;
 - iii) able to achieve the terminal level of the PIP;
 - iv) placement is based on seniority.
 - c) Employees in a PIP position will be considered for non-PIP positions for which they are qualified, subject to the following:
 - i) considered for lateral or lower-rated positions;
 - ii) placement is based on seniority.
 - d) Hydro One may determine a minimum number of employees qualified at the terminal level of the PIP at an appropriate work unit level (e.g., Division, Department, Section).
- 13) Any employee may be matched to a vacancy for which he/she is qualified outside of the Unit of Application based on other Mix and Match rules provided that no displacement of another employee results.

64.10.2.2 Available Options if Employee Refuses a Job Offer

An employee who rejects an offer that is upheld by the Joint Reasonable Offer Team (refer to 64.11.3) as reasonable must, within 48 hours of being advised of the decision, choose between options (a) or (b) as follows:

- a) Accept job offer; or
- b) Confirm refusal and terminate with 75% of lump sum payments pursuant to Clause 64.13.2.2.

Exception: Employees who have been demoted as a result of the direct application of Article 64 and who, in a subsequent mix and match, face a demotion again due to the direct application of Article 64 will be allowed to choose between accepting the demotion or

being declared surplus with full entitlements. They will not be required to submit to the JROT process.

64.10.2.3 Refusal of an Incumbent Position

Where an employee has been declared to be an incumbent to a position by the JRPT, he/she will not be entitled to file a challenge with the JROT in relation to the incumbent position. If the employee does not accept a match to his/her incumbent position, he/she may be deemed by Management to have voluntarily terminated his/her employment with Hydro One.

64.10.3 Sequence of Events

The following process shall apply in situations where an adverse impact arises:

- (i) Where the number of employees exceeds Hydro One's needs, Section 64.8 will apply.
- (ii) The filling of Society-represented vacancies pursuant to Subsection 65.6 shall be frozen across Hydro One during the mix and match period. These vacancies will be unfrozen when the mix and match is concluded and surplus employees (if any) are identified.
- (iii) The mix and match process will take no longer than 4 weeks. Prior to the beginning of the 4 week period, Management will provide the JRPT with the following information:
 - Details on the new organizational structure at a detail level that will indicate the classification, location, number of positions in the new organization;
 - A seniority list by pay grade and occupation code;
 - Identification in writing of the qualifications and selection criteria for positions without incumbents, for the affected work group.
- (iv) A standing arbitrator will be appointed at the beginning of each mix and match.
- (v) The mix and match process will involve the following steps with viability check after each step:
 1. Incumbent matching
 2. Matching to lateral vacancies in the same location (Volunteer/Force)
 3. Volunteering for location change and/or a demotion.

(Note: Steps 1, 2 and 3 require organizational charts only within the work group. Steps 1-3 only apply to the new/changed organization).

 4. Matching to lateral vacancies in another location in Hydro One (Volunteer/Force).
 5. Displacement on the basis of seniority and qualifications to the most junior lateral first in the Unit of Application

6. Matching to demotion vacancies descending within salary grades in Hydro One (Volunteer/Force)
7. Displacement on the basis of seniority and qualifications to the most junior demotion (descending within salary grades) in the Unit of Application.

(Note: Steps 4, 5, 6 & 7 do not require organizational charts).

8. If unable to be placed through any of above steps, the employee will be declared surplus.
9. Subject to subsections 64.11.3 and 64.10.2, employees who refuse a placement in the above process will be considered to have resigned from their employment.

64.10.4 Identification of Surplus Employees

The Joint Redeployment and Planning Team will compare the seniority of employees performing work that requires substantially the same qualifications and experience. In addition the team will compare the qualifications and experience of displaced employees with the qualifications and experience required by lateral or lower rated positions in the Unit of Application and retain the most senior at that level in descending order. Through this process the Joint Redeployment and Planning Team shall decide by consensus which employees within the Unit of Application have greater seniority and shall be retained to fill the ongoing positions and which employees have least seniority and shall be declared surplus subject to (a) and (b) below.

Seniority rights apply to lateral and lower rated positions but are not applicable to higher rated positions except for prospective reclassifications pursuant to Clause 66.3.1.c. The exception to this can occur where there are essentially no lateral or demotional positions with respect to which an employee can exercise his/her Employment Continuity rights and where the JRPT believes there are reasonable opportunities for promotion. The JRPT will identify the individual employee(s) or categories of employees facing these circumstances and the positions or categories of positions that represent promotional opportunities.

Employees who are not supervisors shall not exercise their seniority and displace supervisory employees with respect to supervisory positions unless they have supervisory qualifications. Employees who are not First Line Managers (FLM) shall not exercise their seniority and displace FLM employees with respect to FLM positions unless they have FLM qualifications.

Employees in positions covered by Article 25 ("trainees") will not normally have their seniority considered with employees from Salary Schedules 01 or 02. The Joint Redeployment and Planning Team may decide on exceptions when trainees have achieved at least Step 2 and have greater seniority than entry level employees on Salary Schedules 01 or 02 or where Article 25 is being used as a salary bridge for employees selected to Salary Schedules 01 or 02 positions.

For the purposes of Subsection 65.6.3 where the Joint Redeployment and Planning Team has agreed to make exceptions based on the above circumstances, such trainees will have priority consideration in the same

manner as other Salary Schedule 01 or 02 surplus employees. Where the Joint Redeployment and Planning Team does not accept that the circumstances warrant exceptions, surplus trainees will have priority consideration for MP2 and equivalent or lower rated vacancies following consideration of the surplus regular employees from within the bargaining unit and before the applications of all other employees.

Employees from outside of the bargaining unit shall not displace Society-represented employees.

In the event that the team is unable to reach consensus on the identification of surplus employees, Hydro One will determine who is declared surplus in accordance with the provisions of Subsection 64.10.4.

a) Viability of the Work Unit

If the ability of the organizational unit to adequately perform its functions is placed in jeopardy by the application of seniority, the Joint Redeployment and Planning Team may decide to protect sufficient lesser service employees to restore the viability of the organizational unit. If the team is unable to reach consensus, then Senior Management (e.g., Directors, General Managers) will decide. In situations where junior staff are protected by the implementation of this Subsection, and where the Unit of Application is smaller than a Business Unit, greater service employees who cannot be placed as a result of such protection shall have the right to have their seniority applied across the Business Unit.

b) Employment Equity

If employment equity programs will be seriously set back, the Joint Redeployment and Planning Team may by consensus agree to protect sufficient lesser service employees in order to prevent such a set back from happening and extend the same provisions as set out in (a) above. This provision is not intended to further or enhance employment equity initiatives. Where the team has not reached consensus on the need to protect lesser service employees because of employment equity concerns, then the normal rules for identifying surplus employees on the basis of seniority will apply as outlined above in Subsection 64.10.4.

64.10.5 Declared Surplus

Employees declared surplus will receive written notice. The written notice shall contain:

- The cause of the surplus.
- A reference to this Article.
- The expected expiration date of the “vacancy transition phase”.
- The right to Hydro One wide priority consideration for vacancies in accordance with Subsection 65.6.3 if the employee elects to remain for the

“vacancy transition phase” or elects to receive his/her severance payment in weekly instalments to a maximum of one year.

- An election form that the employee is required to fill out and return within three (3) working days indicating whether or not he/she wishes to remain for the “vacancy transition phase” or to terminate immediately.
- The total monetary value of the payment in lieu of notice and severance entitlements.
- The anticipated date the employee will vacate his/her position.

64.10.5.1 Voluntary Surplus

An employee from the affected unit of application who would not otherwise be surplus may volunteer to be declared surplus, subject to the following:

- a) The withdrawal of surplus status will be offered in seniority order to those surplus employees who are qualified to perform the duties and responsibilities of the position of the employee who is volunteering.
- b) The surplus employee will not be considered for a promotion, but may be considered for a promotion-in-place position.
- c) This must result in the withdrawal of surplus status from the surplus employee.
- d) The employee who is volunteering to be surplus will assume the surplus entitlements of the surplus employee who has his/her surplus status removed. A JRPT may recommend that different entitlements be made available to employees volunteering to be surplus.
- e) The exchange of employees arising out of the application of these provisions is subject to the approval of Hydro One. The decision to approve (or disapprove) will be on the basis of further disruption to the work of the affected work unit.

64.10.5.2 Vacancy Transition Phase (VTP)

Employees who are declared surplus have the option of remaining on payroll for the “vacancy transition phase”, which will last for a maximum of six (6) weeks. During the VTP, vacancies frozen at the beginning of the mix and match will be unfrozen and management must finalize the selections for these vacancies by the end of this period. The posting period will be one week. Surplus employees who remain during the VTP will have priority consideration for vacancies in accordance with Subsection 65.6.3. Subject to Section 64.14, surplus employees who remain during the VTP who have not accepted an offer of a position by the end of the VTP will be terminated. Surplus employees terminated at the end of the VTP will

have their entitlements calculated as of the date of surplus declaration (e.g., the period on payroll during the VTP will be deducted from the severance and in lieu of notice payment on termination).

Employees who elect not to remain on payroll during the VTP will be terminated immediately and receive payment in accordance with Section 64.13.

64.11 Job Offers

64.11.1 Acceptance/Rejection of Job Offers

A surplus employee will have up to 7 calendar days to accept or refuse an offer of a position.

64.11.2 Assessment of Suitability

If there is more than one applicant for a vacancy within The Society's jurisdiction, the applicants will be considered in the priority set out in Subsection 65.6.3.

Within each category the most suitable candidate will be selected.

64.11.3 Reasonable Offer Challenge Process

A Joint Reasonable Offer Team (JROT) will be established for each Unit of Application established under this Article.

This team will resolve employees' appeals arising from offers made during the mix and match process.

The team will meet and make a decision within three (3) working days of receipt of the appeal. The decision will become part of the JRPT final report recommendation.

It will take into consideration items such as job level, geographical location, responsibilities, status, health, family, legal precedents, community standards and past practices.

The team will be made up of two employees representing Hydro One and two employees representing The Society. The members of the team must be different than those on the Joint Redeployment and Planning Team. The team's membership composition should avoid conflict of interest.

The surplus employee is responsible for presenting his/her own case.

64.12 Compensation

64.12.1 Salary Maintenance

- 64.12.1.1. The surplus employee's base rate of pay will be maintained, including economic increases and special allowances in the case of TMS staff (refer to Article 30), until placement or termination.
- 64.12.1.2 If an employee accepts a position at the same salary level, it will be at the same salary and **step placement** subject to later performance reviews. Entitlement to special allowances for TMS staff will reflect the conditions of the new position.
- 64.12.1.3 If an employee accepts placement in a lower rated position his/her current base salary dollars will be frozen until the employee's current pay entitlement as determined from the salary grade and **step placement** exceeds the frozen level. This salary treatment must be conveyed in writing when the offer is made.

Exception:

An employee who is within three years of eligibility for an undiscounted pension will be entitled to any negotiated economic increases for the period of time prior to qualifying for the undiscounted pension. In the event that the employee does not retire upon qualifying for an undiscounted pension, his/her base salary dollars will be frozen at that time. (This would include any economic increases occurring during the period of time prior to qualifying for an undiscounted pension.) At this point, the normal salary maintenance provisions will apply.

- 64.12.1.4 Premiums will be calculated on the basis of the **step placement** assessed for the lateral or lower rated job.

64.12.2 Reduction in Hours of Work

(Applicable to Employees paid from Salary Schedules with base 35-hour workweek)

64.12.2.1 Principles

- Pay should reflect hours worked.
- Pay should reflect the job performed.

- 64.12.2.2 Where employees move to positions where the normal weekly hours are less than in their former positions, the following will apply:

- a) The Society and Hydro One will attempt to reach a local agreement on a transition which would allow the affected employees to work additional hours above the 35 hour base for an extended period of time with staged reductions.

- 64.12.2.3 Failing agreement in accordance with Clause 64.12.2.2, the following treatment will apply:

The employee's working hours and salary will be frozen for a six-month period at which point they will be reduced on a pro-rated basis by 2.5 hours. They will be further reduced by increments of 2.5 hours every six months thereafter until such time as the hours of work are the same as that of the new position.

64.13 Compensation on Surplus Termination

64.13.1 Payment in Lieu of Notice Entitlement Calculations

All full-time and reduced-hours employees who are declared surplus will have a payment in lieu of notice entitlement calculated as follows:

- no less than a 24 week basic payment in lieu of notice entitlement;
- plus
- service-based payment in lieu of notice entitlement equal to the sum of:
 - ◆ two (2) weeks per year of service for the first five years of service, and
 - ◆ one (1) week per year of service for service greater than five years, and
 - ◆ employees with relevant previous experience will receive additional service-based job search credits based upon their highest salary grade within one year of hiring in accordance with the following:

Salary Grade Hired Into	Credit
MP1/FMP11/TMS1-2/	2 weeks
MP2/FMP12/ /TMS3/	4 weeks
MP3/FMP13/ TMS4/	6 weeks
MP4/FMP14/ TMS5/	8 weeks
MP5/FMP15/OSS12/	10 weeks
MP6/FMP16/	12 weeks

- For reduced hours employees, the service-based payment in lieu of notice entitlement will be calculated as if all service had been worked full-time.

The total payment in lieu of notice entitlement will not exceed 60 weeks.

64.13.2 Severance, Lump-Sum Payments and Voluntary: Resignation

64.13.2.1 Severance

Severance pay for the purpose of this Article will be calculated, for employees with less than 20 years' service, at a rate of 2 weeks for each year of service at the date of surplus declaration. Employees with a minimum of 20 years of service shall receive severance pay of

3 weeks per year of service at the date of surplus declaration to a maximum of 78 weeks. It will be calculated at the weekly rate for base hours of work for the full-time position (refer to Section 71.2) to the nearest whole month (30 days). Credit will be given on a prorated basis for any service which exceeds a whole year to the nearest whole month (30 days). The relativity allowances paid to TMS staff will be treated as base salary in the calculation of severance for TMS staff.

Severance pay is paid only when employment has terminated.

Persons receiving severance pay will not be considered employees for the purpose of any benefit, service accumulation nor for any other purpose from the day of termination except for recall as per Section 64.15.

The maximum amount of severance is 78 weeks.

64.13.2.2 Lump Sum Payments and Voluntary Resignation

On termination, surplus employees will be entitled to their payment in lieu of notice and severance entitlements in the form of a lump sum payment in accordance with the following:

One hundred percent (100%) of their basic payment in lieu of notice entitlement, plus 100% of their service based payment in lieu of notice entitlement plus 100% of their severance pay entitlement, less any period on payroll during the vacancy transition phase if applicable.

64.13.2.3 Previous Severance and Lump Sum Payment

Surplus employees who have received a payment under a predecessor Article 64 or Agreement S3 will have their severance calculated on the basis of continuous service since the last time severance was paid.

64.13.2.4 Transitional Assistance

On termination, surplus employees shall also be eligible for the following:

- (i) Coverage under Hydro One's Health and Dental Plan for a period of nine (9) months from the date of termination of employment or until the commencement of alternate employment whichever occurs first;
- (ii) Reimbursement for tuition fees and other associated expenses up to a maximum of \$4,000.00 upon production of receipts from an approved educational program within 12 months of his/her termination;

- (iii) Reimbursement of outplacement services up to a maximum value of two weeks' salary (e.g. Outplacement counselling, legal or financial counselling, external job search expenses), upon production of receipts.
- (iv) Recall and vacancy selection priority rights pursuant to 64.15.

64.13.3 Legal Notice of Termination of Employment

It is agreed that compensation for basic payment in lieu of notice and the service-based payment in lieu of notice is sufficient and full notice as per the requirements of the relevant legislation. This Article meets the requirements of the *Canada Labour Code* for federally regulated employees.

64.14 Termination of Employment

If a surplus employee who elects to remain on payroll during the Vacancy Transition Phase is not placed by the end of this Phase he/she will be terminated with severance pay entitlement as per Sub-clause 64.12.2.2.1 "Severance".

Surplus employees on rotation may continue employment with Hydro One beyond the Vacancy Transition Phase at the discretion of the receiving unit (i.e., the unit with the rotational assignment). Normally the extension will be for the duration of the rotational assignment, but a cancellation provision (minimum of 30 calendar days) may be included as one of the terms of the rotational assignment at the discretion of the receiving unit. For the period of employment following the expiration of the Vacancy Transition Phase, employees will be considered per Clause 65.6.3 (f) for selections to corporate vacancies. The period of employment extension shall not be used for the calculation of any entitlement (e.g., severance and payment in lieu of notice) under this Article. In all other respects, the affected employees will be treated as regular employees under the Collective Agreement.

Throughout this Article, wherever surplus employees eligible to retire terminate their employment voluntarily or involuntarily, such employees will be entitled to full retirement benefits in addition to full entitlements under this Article.

64.15 Recall Rights

Employees whose employment is about to terminate are entitled to the following:

- a) A terminating surplus employee will be eligible for either:
 - a weekly paid severance payment with entitlements to recall within Hydro One;
 - or
 - a lump sum severance payment with no right to recall.
- b) Terminated surplus employees with more than 3 years' service will be eligible for recall rights for 12 months from the date of their termination. Employees on Schedule 04 or who have less than 3 years' service will be eligible for recall rights for 24 months from the date of their termination.

- c) Former surplus employees with recall rights will be considered for vacancies in the bargaining unit as per Subsection 65.6.3, including their right to grieve non-selection (refer to Subsection 65.6.3).
- d) Weekly severance payments will cease in the event a terminated former surplus employee is rehired.
- e) Severance pay received prior to recall will be subtracted from any future severance pay entitlements under this Article.
- f) Persons on recall are not employees and shall not be entitled to any benefits provided to employees except recall rights as noted above.

64.16 Relocation and Housing Assistance

64.16.1 Hydro One will restructure the cost of relocation so it mitigates the disincentive in the redeployment of surplus staff.

64.16.2 A surplus employee in a community where Hydro One's presence influences the housing market may avail himself/herself of the House Evaluation and Guarantee Plan in accordance with the Hydro One policy.

65 VACANCIES (RELIEF, ROTATIONS AND SELECTIONS)

65.1 Intent

To provide open, fair access to career opportunities and enable Hydro One to optimize staffing requirements over time.

65.2 Definitions

"Relief/Rotations" assignments are short assignments where an individual is assigned duties outside their normal job duties.

"Relief" assignments will mean short term assignments (normally up to 3 months) where an individual is appointed to act temporarily in an ongoing position or which is expected to become an ongoing position. In some cases, the individual may not be required to perform all of the duties and responsibilities of the position.

"Rotations" will mean assignments normally greater than 3 months but not exceeding 2 years in duration **(unless there is agreement between the applicable Society representative and the employer)** in positions which are not expected to be ongoing.

65.3 Advance Planning

Prior to filling the work assignment, Management will meet with the local Society representative to discuss the nature of the requirement (e.g., relief, rotation) its expected duration, the selection process and whether there is an expectation that the work assignment will result in an on-going position.

65.4 Relief

- 65.4.1 Relief is used to cover (a) short-term absences for vacation, sickness, relief absences, etc., (b) short-term bridging periods for selection or rotation, and (c) short-term emergency situations.
- 65.4.2 The process for selecting the employee to fill the relief assignment should be easy and quick and provide a fair opportunity to employees in the work unit to perform relief.
- 65.4.3 If there is mutual agreement between the **applicable** Society **representative** and Management prior to the beginning of the relief assignment, the relief assignment and the incumbent(s) can run for a period of up to one year. In the absence of mutual agreement, the relief assignment is limited to 90 days.
- 65.4.4 Relief assignments will not be used continuously to avoid advertising either a rotation or an ongoing position.
- 65.4.5 Pay treatment while on relief will be in accordance with Article 66.

65.5 Rotations Within the Bargaining Unit

(This Article does not apply to rotations outside the unit.)

Rotations are used to accomplish work for situations that occur between short-term relief and on-going positions. At the completion of the rotation, the employee will return to his/her original position or a comparable position normally within the sending unit, except in the circumstances where the employee is surplus (see Article 64).

65.5.1 Principles

Job rotations serve many purposes such as:

- a) to provide development opportunities to employees consistent with their career objectives;
- b) to allow Management to meet temporary work programs and work load requirements;
- c) to manage work performance or to test skills and capabilities where it is believed that an employee's skills and capabilities may be better utilized in another position;
- d) to broaden the experience of employees so that they may better perform their regular jobs;
- e) to provide employees with the opportunity to develop new skills for career advancement or to enhance career options in the case of anticipated redeployment or technological change which could result in skill redundancy or obsolescence;
- f) to meet Hydro One's employment equity objectives;

- g) to provide Management with flexibility in resourcing regular positions as a result of employees being provided rotational opportunities and temporary relief assignments.

65.5.2 Rotations **that will last longer than twelve (12) months** in duration will be posted. The scope of the posting will be determined by the receiving unit and may be within the Department, Division/Business Unit or Hydro One-wide. Hydro One will post rotational opportunities on the Hydro One website. **Rotations that are not posted will not exceed twelve (12) months in duration.**

Unless there is mutual agreement, the rotation will not continue beyond two years except where the position is formally identified as an ongoing training position.

A job rotation posting should include basic information such as the position name and location, salary level, a description of required duties, starting date and proposed duration of the rotation.

65.5.3 The optimal selection process is one in which the employee's interest in the job rotation opportunity, the sending unit's ability to release the employee and the receiving unit's interest in the employee coincide. Rotations will be voluntary. **All applications for rotations that represent a promotion must be processed unless it is determined that releasing the applicant would seriously jeopardize the viability of the work unit.**

The selection process should include the use of formal selection criteria and interviews will be the responsibility of the receiving unit.

65.5.4 Employees selected for rotation will be provided with a letter in advance of the rotation stating the nature, terms and conditions of the assignment, including rotation duration and details of the performance appraisal process. These terms and conditions should be mutually acceptable.

65.5.5 An employee, other than those who are surplus, who accepts a job rotation will be given a guarantee by the sending unit that he/she can return to his/her original position, if available, or to a comparable position normally with the sending unit.

65.5.6 Terms and working conditions while on a job rotation will comply with all applicable Articles in the Collective Agreement concerning pay treatment, overtime, **salary progression** plan and appraisal process, moving expenses, travel expenses and related Hydro One policies.

65.5.7 Employees should not be restricted from applying to advertised vacancies or from being subsequently released from the rotational assignment if selected where the employee is surplus or the vacancy represents a promotion.

65.5.8 Performance feedback is an essential ingredient in any rotational assignment and should be provided during and upon completion of the rotation. A rotation should not normally have a negative effect on an employee's **step progression**.

65.6 Selections for Ongoing Positions (i.e., Assignments Other Than Relief or Rotations)

65.6.1 All vacancies for ongoing positions (i.e., assignments which do not fall into the category of relief or rotations) shall be advertised Hydro One-wide unless there is agreement with the **applicable** Society **representative** or the following conditions apply:

- a) during implementation of Article 64 (Redeployment, Surplus Staff Procedure and Change of Employer);
- b) laterals or demotions in the case of sickness; employees with disabilities or special needs; employees returning from rotations, LTD, leaves of absence, foreign assignments, secondments/assignments outside Hydro One;
- c) performance management that takes place following consultation with the Society;
- d) ongoing exceptions in specified organizational units where there has been joint agreement by the parties.
- e) “promotions” within a promotion-in-place plan or a proposal which has the joint agreement of the Issues Team in accordance with Subsection 32.3.1. Vacancies for positions in a promotion-in-place plan will be advertised in a manner which informs employees that the position is included in a promotion-in-place plan and that where the best candidate does not satisfy the qualifications or experience required for the end position the employee may be offered the position at a lower rate and be promoted in place.

Employees in categories (a) to (e) in subsection 65.6.3 will be considered at all levels of the PIP prior to those employees in categories (f) to (j) and subject to unit viability. Unit viability which would alter this consideration will be discussed in advance of advertising the PIP.

Exceptions to provide for the advertising of the position at a lower rate than the end position will be permitted by joint agreement between the Society **representative** and the Business Unit Leader based upon a balanced consideration of:

- future work planning needs
- providing developmental opportunities for lower-rated staff outside of the promotion-in-place plan
- current work requirements
- unit viability and the need to have sufficient number of staff in the end positions.

In such cases, the vacancy notice will state that the position is part of a PIP Plan and surplus employees will be considered for placement at a lateral level.

- f) a regular position currently held by an employee where a job review has resulted in a change in salary schedule and/or salary grade.
- g) to fill vacancies with the same occupation code within six (6) months of the ongoing posting, in which case Management may select from the previous list of candidates, after checking that surplus employees have not become available for consideration since the vacancy was last advertised;
- h) to meet legislative requirements;
- i) pursuant to Section 25.5.

65.6.2 All applications which represent a promotion must be processed.

When an application to an advertised vacancy represents a lateral or demotion to a non-surplus employee, the following will apply:

- a) Applications from employees with less than one year's service in their current position will be processed and considered if the employee's supervisor agrees.
- b) Applications from employees with one to three years' service in their current position will be processed and considered if, in the opinion of the current supervisor and the hiring supervisor, the move on balance would be in the best interest of Hydro One and the employee.
- c) Applications from employees with over three years' service in their current position will normally be processed and considered unless the move would seriously jeopardize the viability of the work unit.

65.6.3 Selection Priority for Vacancies

If there is more than one applicant for a vacancy within the Society's jurisdiction, the applicants will be considered in the priority set out below:

- a) Surplus Society-represented applicants who have elected to remain on payroll for the "vacancy transition phase" for whom the vacancy represents a lateral or demotion including surplus trainees applying for MP2 or equivalent or lower rated positions on Schedules 01 and 02 who have progressed to at least Step 5 and who were mixed and matched with Schedule 01 and 02 employees;
- b) Surplus employees ***in positions covered by Article 25 ("trainees")*** who were not mixed and matched with Schedule 01 and 02 employees and who have greater seniority than Surplus Applicants on Salary Schedules 01 and 02 and have elected to remain on payroll for the "vacancy transition phase" will have priority consideration for MP2 and equivalent or lower rated vacancies before the applications from all other individuals other than those in (a) above.
- c) Surplus Management Compensation Plan (MCP) applicants from positions that are excluded from the Society for whom the vacancy represents a

lateral or demotion who remain on payroll during the six week period following their surplus declaration.

- d) Surplus terminated persons with recall rights pursuant to Section 64.15.
- e) Rehabilitative employees pursuant to Section 47.5.
- f) All regular Society-represented and **(until March 31, 2014)** regular MCP applicants to the vacancy. This includes applicants from another Society bargaining unit with selection priority pursuant to the transition provisions in Article 9.
- g) Regular MCP applicants (effective April 1, 2014).**
- h)** Temporary employees.
- i) Employees temporarily included in the Society's bargaining unit paying Society dues (See Section 5.2).**
- j)** Members of other bargaining units who are active employees of Hydro One.
- k)** External to Hydro One.

Assessment of the suitability of a surplus employee for a lateral or lower level placement opportunity will include education, experience, personal contribution factors and potential for training to perform the job requirements within a reasonable period of time (e.g. up to six (6) months). A surplus employee who is placed and who requires additional training to perform the job requirements will be provided with assistance to obtain the necessary training and development to perform the new job requirements. Hydro One will restructure the cost of retraining so it mitigates the disincentive in the redeployment of surplus staff.

A determination that none of the applicants in category (a) is qualified or qualifiable within a reasonable period of time is required before considering the applicants from the next category. The same is true with respect to categories (b), (c), (d), (e), (f) (g), **(h) and (i)**. "Qualifiable" means that the employee can perform the job requirements normally within 6 (six) months.

See subsection 65.6.1 for priority consideration of applicants to promotion in place plan vacancies.

Hydro One agrees to grant priority to Society represented employees who are surplus and to those who fall within subsection 65.6.3(e) who apply for positions excluded from all union jurisdictions and for whom the vacancy represents a lateral or demotion, after the consideration of surplus applicants who are excluded from all unions for whom the vacancy represents a lateral or demotion and prior to consideration of all other applicants.

(The following paragraph is deleted effective April 1, 2014). Regular MCP applicants are granted the same priority consideration as regular Society-represented applicants at level (f) on condition that Society-represented applicants are granted the same priority consideration as MCP applicants for MCP vacancies except as otherwise provided for in this sub-section.

- 65.6.4 In determining who is the best qualified candidate for positions, in each category of subsection 65.6.3, the primary basis for the selection of employees is their assessed capability to perform the necessary work. The selection criteria would normally include but not be limited to the following:
- a) requirements including skill, knowledge, education, experience, transferable/generic skills such as analytical skills, communications skills, project management skills, consulting skills, self-management skills, accountability, responsibility, etc.;
 - b) the candidate's past track record and what she/he brings to the position;
 - c) the candidate's potential to develop competence for more senior positions;
 - d) the need to meet legislative requirements;
 - e) the need to balance the overall requirements of the work unit.
- 65.6.5 Employee selection measures which are used as aids in selection decisions shall be job related and be used in a manner that is fair and equitable to the individuals being assessed. Individuals will be entitled to prior knowledge of the selection criteria and be entitled to information with respect to their performance in the selection process upon request.
- 65.6.6 Some flexibility should be exercised in accepting late applications to advertised vacancies after the closing date in order to permit employees a fair opportunity to continue employment yet still allowing the Business Unit to resource expeditiously.

Where the closing date is FIRM, it must be stated clearly in the vacancy posting that late applications will not be considered.

- a) Surplus and non surplus employees are normally expected to have made application to a vacancy by the closing date.
- b) It is recognized that in some instances, there will be applications filed after the official closing date. In these cases, unless the closing date is FIRM, late applications must be filed with the advertising location NOT later than the date that the "short list" of applicants is finalized for formal consideration.
 - The term "Short List" refers to the first list of applicants who Management plans to interview for a vacancy.

- c) Employees who have applied for vacancies and are later declared surplus have until the "short list" date to notify the advertising location of the change in their status.
- 65.6.7 Applicants to advertised vacancies are to be advised of the status of the vacancy (and of their applications) within a reasonable period of time for each successive step they qualify for.
- 65.6.8 Hydro One shall provide copies of all offer letters, including for rotational assignments and new hires, to the **applicable** Society **representative**.
- 65.6.9 When outstanding vacancies remain unfilled for longer than six months, employees in the work unit concerned should be advised of the reason for not filling such vacancies.
- 65.6.10 All positions on salary schedules 01, 02, and 03 which are excluded under the Recognition Clause and **Band 6 MCP** vacancies including rotational opportunities expected to last longer than six months will be posted on appropriate bulletin boards (and through electronic means where possible).
- 65.6.11 Release of Employees Selected to a Vacancy

Intent:

- a) Hydro One will strive to facilitate the expeditious release of employees who are selected to a vacancy.

Normally, employees should be released within 90 days of the vacancy selection. In the event that a release date greater than 90 days appears likely, Management will discuss the reasons for the delay and a release date with the Society.

66 SALARY TREATMENT FOR PROMOTIONS, TEMPORARY ASSIGNMENTS, LATERAL TRANSFERS AND DEMOTIONS

66.1 Definitions

"Promotion": This occurs when an employee is appointed to a position in which the demands and responsibilities are greater than in the employee's current job and the position is a minimum of one salary grade higher than the employee's current job if rated on the same salary schedule or the equivalent of one salary grade higher if rated on a different salary schedule.

"Higher-Rated" Job:

A job paid from:

- a) the same salary schedule and is a minimum of one salary grade higher than the employee's current job; or
- b) a different salary schedule in which the salary level is greater than in the employee's current job, measured by Step 9 salary grade rates.

"Lateral Transfer":

This occurs when an employee is appointed to a job paid from:

- a) the same salary schedule and is the same salary grade as the employee's current job; or
- b) a different salary schedule in which the salary level is equivalent to the employee's current job, measured by Step 9 salary grade rates.

"Demotion":

This occurs when an employee is appointed to a position in which the demands and responsibilities are less than in the employee's current job and the job is a minimum of one salary grade lower than the employee's current job if rated on the same salary schedule or the equivalent of one salary grade lower if rated on a different salary schedule.

66.2 Promotion

66.2.1 It is normally expected that an employee will receive a salary increase upon promotion to compensate for the greater demands and responsibilities of the new, or revised, job.

66.2.2 A promoted employee will be placed at the step which reflects a reasonable expectation of his/her performance in the new or revised job.

66.2.3 It is normally expected that employees who are "green-circled" as a result of the implementation of the new salary progression plan and whose "green-circled" rate is above Step 9 of the rate of the new job will receive a salary increase, to a maximum of 3%, upon promotion.

66.3 Reclassification as a Result of a Job Re-evaluation

66.3.1 Reclassification may occur under several circumstances:

- a) when the salary grade for a job increases with no change in the employee's actual job duties/responsibilities;
- b) when the employee has been and will continue to perform additional job duties/responsibilities;
- c) when additional job duties/responsibilities are to be added to the job.

Reclassification as a result of (a) or (b) above will result in the employee being placed in the same step in the higher salary grade.

Reclassification as a result of (c) above will be considered as a promotion. However, at the next performance appraisal the employee will be eligible to be placed in the same step as before the reclassification.

In circumstances (a), (b) or (c), it is normally expected that employees who are "green-circled" as a result of the implementation of the new salary progression

plan and whose “green-circled” rate is above Step 9 of the rate of the reclassified job will receive a salary increase, to a maximum of 3%, upon reclassification.

- 66.3.2 Short-term increases in the employee's actual job duties/responsibilities do not require reclassification but may be subject to the relief provisions of this collective agreement.
- 66.3.3 Retroactive payments, if any, that result from reclassification either because of a Management or employee-initiated job review will be limited to a maximum of one year prior to the date of the job review request. The employee must have performed the relevant duties and responsibilities which resulted in the reclassification during this period in order to qualify for retroactivity.
- 66.3.4 Retroactivity which results from a reclassification decision will be paid within 60 calendar days of the decisions (i.e., if no dispute, date of Management decision to implement; if dispute goes to grievance, date of Step 2 decision or date of arbitration award).

66.4 Relief Pay

An employee will receive a salary increase after five (5) consecutive days when temporarily relieving in a higher-rated position or after 10 cumulative working days. Where such increases occur, they will be paid retroactive to the first day of relief. The amount of increase should reflect the increase in job demands and responsibilities. Employees who are “green-circled” as a result of the implementation of the new salary progression plan and whose “green-circled” rate is above Step 9 of the rate of the relief position will receive a salary increase, upon meeting the conditions outlined above, to a maximum of 3%.

66.5 Lateral Transfer

Normally, an employee who is appointed to a lateral position should receive no increase in current pay.

66.6 Demotions

For voluntary demotions, the employee will take the rate of the lower-rated position except as follows:

- Where employee involuntarily demoted pursuant to Article 64, “red-circling” (i.e. the freezing of the employee's base salary dollars) will continue until employee's new pay rate exceeds the frozen level, regardless of the number of appointments.

67 PURCHASED SERVICES

No employee will be laid off as a direct result of contracting out.

68 HOURS OF WORK

- 68.1 Salary schedule 01 applies to all employees with a 35 hour base work week and to all employees in jobs rated under the Plan A Job Evaluation Manual, with regularly scheduled hours between 35 and 40 hours per week paid on a prorated basis.
- 68.2 Salary schedule 02 applies to all employees with a 37.5 base work week, with regularly scheduled hours between 37.5 and 40 hours per week paid on a prorated basis.
- 68.3 Salary schedule 03 applies to all employees with a 40 hour base work week in jobs rated under the TMS Job Evaluation Manual or to which LOU #5 applies.
- 68.4 Reduction of Hours of Work

Where Management reduces the standard hours of work for a position, the following will apply:

- a) The Society and Hydro One will attempt to reach a local agreement in advance of the change on a transition which would allow the affected employees to work additional hours above the 35 hour base for an extended period of time with staged reductions.
- b) Failing agreement in accordance with (a), the following treatment will apply:
 - i) Where an employee is within 3 years of eligibility for an undiscounted pension, the employee's normal hours of work will not be reduced for 3 years, or until such time the employee is eligible for an undiscounted pension if earlier, and the employee will continue to receive economic pay adjustments. If the employee does not retire upon qualifying for an undiscounted pension, then their hours of work and base rate will be immediately reduced to the hours and rate of the position.
 - ii) For other employees than those in category (i), the employee's working hours and salary will be frozen for a six month period at which point they will be reduced on a pro-rated basis by 2.5 hours. They will be further reduced by increments of 2.5 hours every six months thereafter until such time as the hours of work are the same as that of the new position.

- 68.5 Hydro One will comply with legislative requirements regarding hours of work.

69 REDUCED BASE HOURS (40 HOUR WORKERS)

The base hours of work for employees whose regularly scheduled hours of work are 40 hours is 39 hours per week.

These employees will continue to work 40 hours per week, banking one hour per week at straight time.

- a) The normal scheduled and paid hours of work will remain at 40 per week.
- b) Overtime rates will be paid for all hours in excess of normal scheduled hours.

- c) Banked time may be taken on such days as the employee and his/her supervisor mutually agree upon following reasonable advance notice on the part of the employee.
- d) Banked time may be taken off in a minimum of half day (i.e. four hour) increments.
- e) Banked time accumulated in a calendar year must be taken by April 30th of the following year.
- f) Where an employee is unable to reach mutual agreement with his/her supervisor to take his/her banked time entitlement (except when exhausting sick leave prior to LTD), unused banked time entitlement will be assigned on the last working day(s) prior to April 30th.
- g) Where an employee falls sick on his/her scheduled banked time off, that day will not be charged against his/her sick leave credits, but shall be treated as banked time off for pay purposes.
- h) Banked time will not accumulate for any period of unpaid leave exceeding 40 consecutive scheduled hours. Scheduled days off will not be considered as breaking the consecutive nature of scheduled hours. Banked time will accumulate during a paid leave of absence and parental leave.
- i) When an employee terminates or when an employee is appointed to a job where the normal hours of work are less than 40 hours per week, unused banked time will be paid off at straight time rates.

70 ALTERNATE HOURS OF WORK ARRANGEMENTS

70.1 Principles

- 70.1.1 That any alternative arrangements will positively affect our customers. That cost, quality, service and value are key to our success.
- 70.1.2 That work is best achieved when individuals manage their own time and accept the accountability and the responsibility for the results.
- 70.1.3 That processes for negotiating and establishing hours of work arrangements will be uniform across Hydro One, and accessible to all. The processes will be designed to ensure equitable treatment. However the results of applying the processes may differ from location to location and unit to unit.
- 70.1.4 That decisions should be made at the most appropriate level that is closest to the work being done.
- 70.1.5 That individual concerns will be factored into group proposals and wherever possible, participation in changed hours of work will be on a voluntary basis.

70.2 Application

The procedure described in this Article applies to all forms of alternate hours of work arrangements.

70.3 Definitions

"STANDARD HOURS OF WORK" are to be worked to provide coverage for the business hours. For people assigned to day work, a start time window is established to allow a flexible start-time between 7:00 a.m. and 9:00 a.m. and standard hours will not end after 6:00 pm. They are:

- for 35 hour/week staff - Monday through Friday, 7 hours per day and
- for 37.5 hour/week staff - Monday through Thursday, 8 hours/day and 5.5 hours on Friday and
- for 40 hour/week staff - 8 hours per day, Monday through Friday.

In the absence of any other agreed upon arrangements these are the hours which will be worked.

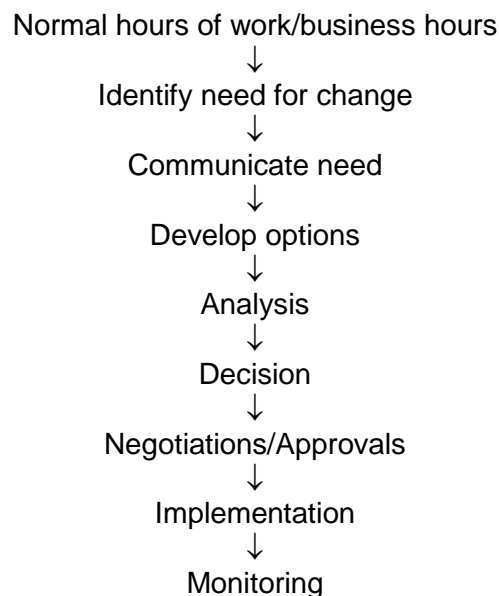
In situations where there is need for 24 hour and/or 7 day/week coverage the hours of work will be a matter of local arrangement.

"NORMAL HOURS OF WORK" are either the standard hours of work or another arrangement as agreed upon using this process.

"STANDARD BUSINESS HOURS" are determined by the needs of the business and the customers.

"NORMAL BUSINESS HOURS" are either the standard business hours or another arrangement as agreed upon using this process. The normal business hours are just a variation on the standard business hours. They would normally arise from a change in customer needs.

FLOW CHART OF THE PROCESS



70.4 Overtime

Hours worked in excess of the normal hours of work will be considered to be overtime except where there has been agreement between the supervisor and the employee for the employee to work in excess of normal hours to make up time.

The pay treatment for Saturday and Sunday will form part of the Agreement which establishes the normal hours of work.

70.5 Process

70.5.1 Identify Need for Change

Identification of the desire for change can come from Management, an individual or a group. A request to change business hours would normally come from Management whereas a request to change working hours would normally come from an individual or group. Where a change to the hours of work for a group is being considered, the Society will be informed and involved in the discussions.

70.5.2 Communicate Need for Change

A request for a change should be communicated to the other party in order that deliberations can begin. Requests will be actively considered by the other party within a reasonable period of time. The process will be joint (Society and Management) and will use a collaborative approach in which the needs and interests of the parties are discussed in an open and honest manner and decisions are made by consensus.

70.5.3 Develop Options

A list of options will be jointly developed and agreed upon. As a minimum, the following criteria will be considered when analyzing the options:

- customer needs
- business needs
- maximum/minimum number of hours that can be worked daily
- overtime/premium provisions
- employee needs
- health and safety considerations
- legal and contractual considerations

70.5.4 Analysis

All options should be analyzed using appropriate tools and measures. The analysis should include a discussion of the options considered, their relative merits and the rationale for the recommendation.

70.5.5 Decision

All decisions will be reached by consensus. If consensus is not achieved then the existing "normal" hours remain in effect.

Consensus means everyone can live with and publicly support the outcome.

70.5.6 Negotiations/Approvals

Negotiations and/or approvals should occur at the appropriate level closest to the situation. The line Director will determine the appropriate level of Management approval and in all cases the Management approval must be outside of the bargaining unit. If necessary, mid-term agreements will be established between Management and the Society to document normal hours of work or normal business hours.

All parties to negotiations under Article 70 should negotiate with the support of principals who will ultimately approve negotiated conditions.

70.5.7 Implementation

Implementation will be on a trial basis initially for an agreed upon length of time and with appropriate cancellation provisions. Criteria for success/failure must be established.

70.5.8 Monitor

The trial will be monitored and evaluated against the criteria. The accountable manager is responsible for monitoring the arrangement.

Following a successful trial period the hours (business hours of work) used in the trial period will become the new normal hours.

Monitoring of key indicators will continue to ensure that the arrangement remains viable.

In the event that the viability ceases to be realized, as determined by either party, the hours of work will revert to the previous "normal" hours unless the parties can jointly find another mutually acceptable alternative. When either party is making a determination about viability it must consider the previously established criteria for success/failure.

71 REDUCED HOURS OF WORK (RHOW) ARRANGEMENTS

71.1 Principles

71.1.1 Employees working RHOW are regular employees and have equal access to all Hydro One policies and agreements (e.g. employment continuity).

71.1.2 The RHOW arrangement must be mutually beneficial and acceptable to both the employee(s) and to Hydro One.

71.1.3 The benefit entitlement will be prorated, wherever possible and appropriate.

71.2 Definitions

A "REDUCED HOURS OF WORK (RHOW) AGREEMENT" is a formal arrangement which individual employees can enter into with Management to perform work over a

period of time by working less than the base hours for a full-time position. A RHOW agreement could apply to one individual or two or more in a job sharing arrangement.

"WORK UNIT" is an organizational grouping of employees and may be as small as a crew or as large as a Business Unit.

"BASE HOURS" are used to establish the rate for a full-time position; such as 35, 37.5, or 40 hours per week.

"NORMAL (SCHEDULED REDUCED) HOURS" are the agreed upon reduced hours of work, which are less than the base hours, and form the basis for prorating benefits.

71.3 Guidelines

In determining if a RHOW arrangement is acceptable, the following factors will be considered:

Productivity levels will be maintained or improved. There should be identification of how this change will potentially affect the productivity of the work unit (including assumptions and rationale used to assess the impact), and identification of the proposed method for follow-up and measurement of productivity impact(s) resulting from the change.

The need to maintain staff capability on an ongoing basis is to be taken into account. Identification of the staff capabilities required by the work unit to maintain effective operations, and how the reduced hours of work arrangement will accommodate or improve this capability should occur.

The appropriate level of service to both external customers and internal customers/clients should be provided. There should be identification of the customers/clients of the work unit and the service provided by the work unit to these customers/clients, and anticipation of the impact of the reduced hours of work arrangement on the service provided.

Effective workflow among work units will be maintained. Other work units impacted by the change, and the anticipated impact of the reduced hours of work arrangement on the workflow among the work units should be identified.

Requirements for supervision must be taken into account. Potential issues relating to supervision (e.g., span of hours), and how the work unit plans to deal with these issues should be determined.

The change to reduced hours should be agreeable to both Management and the employee(s) involved. A written Reduced Hours of Work Agreement must be signed to confirm that this matter has been agreed upon by the parties involved.

71.4 General Conditions - Reduced Hours Arrangements

71.4.1 Advertised Vacancies, **Salary Progression**, and Employment Continuity

Employees who are on Reduced Hours are regular employees and will be treated accordingly. Therefore, they will be: (a) eligible to apply and be considered for advertised vacancies; (b) given annual performance reviews; (c) where applicable, participate in the step progression process; and (d) have access to the Article 64.

71.4.2 Established Commencement Date (ECD)

ECD will be manually adjusted at the beginning of each year, to reflect the normal (scheduled reduced) hours worked in the previous year while on Reduced Hours, or at such intervals as may be necessary, to reflect the equivalent full years worked. ECD will not be adjusted for sick leave purposes.

71.4.3 Vacation Credit Date (VCD)

The VCD will not be adjusted. It will reflect calendar years. This date affects vacation bonus entitlement for all eligible staff and includes all Hydro service regardless of breaks. It may be different from the ECD.

71.4.4 Service Recognition Date (SRD)

For recognition of 5, 15, 25, and 40 years of service with Hydro One and consistent with the provisions of Section 9.4, the SRD will not be adjusted.

71.4.5 Wages

Reduced hours employees will be paid for normal (scheduled reduced) hours worked, based on the hourly rate for their base hours. Wages will be prorated based on the proportion of the normal (scheduled reduced) hours of work compared to the base hours of the work unit or the appropriate full time position.

Example: Base Hours = 35 per week.

Base Salary = \$700.00 per week.

Normal (Scheduled Reduced) Hours = 21 per week.

Normal (Scheduled Reduced) Hours Salary = $\$700.00 \times \frac{21}{35} = \420.00 per week

71.4.6 Pension Plan

71.4.6.1 Pension Plan Membership

New employees working reduced hours must apply for membership in the Pension Plan after completing 24 months of continuous service, subject to the following conditions:

- accumulated earnings, including overtime, must equal 35% of the Year's Maximum Pensionable Earnings (YMPE),
- and/or
- all accumulated hours, including overtime, must equal 700 (scheduled reduced) hours in each of the two previous calendar years.

71.4.6.2 Pension Plan Deductions

Once qualified as above, Pension Plan deductions for Regular Reduced Hours employees will be based on base earnings for the position and then pro-rated in proportion to the ratio of normal (scheduled reduced) hours to base hours.

Example: Base rate (earnings) \$45,000

Base hours	35
Normal hours	20
YMPE for year	\$32,000

Calculate 4% of the base earnings up to the first \$32,000 ($4/100 \times \$32,000 = \$1,280$)

Calculate 6% of the portion of base earnings exceeding the first \$32,000 ($\$45,000 - \$32,000 = \$12,800$) ($6/100 \times \$12,800 = \768)

Calculate proportional Pension Plan contributions ($\$1,280 + \$768 = \$2,048$) ($20/35 \times \$2,048 = \$1,170.29$).

Calendar service will be used to determine eligibility for retirement and death benefits (currently defined for pension purposes as Eligible Service or Continuous Employment).

Service credit to define the years of Pension Plan membership (years of membership in the Pension Plan) for pension calculation purposes (currently defined by the Effective Date on Pension and Insurance) is prorated. See pension calculation example below.

The Service Credit starts from the date of joining the Pension Plan.

Service for termination benefits, currently defined by the Pension Termination Service Date (PTSD), is to be credited on a calendar basis starting with the date of hire. Service related to the PTSD is not prorated.

71.4.6.3 Pension Calculation

The following is an example of how the pension of an employee in a Reduced Hours of Work arrangement would be calculated. Assume an employee has the following years of employment: 20 years full-time, followed by 5 years of 50% part-time, and then 10 years full-time.

For pension eligibility purposes the employee has 35 years' service, i.e. $20 + 5 + 10$ to calculate the amount of pension to be received the part-time years are pro-rated.

$$20 + 5/2 + 10 = 32.5 \text{ years pensionable service}$$

$$30 + 5/2 \times 2\% = 65\% \text{ pension.}$$

If the reduced hours years were the last five years, i.e. 30 years full-time + 5 last years at 50% part-time, the part-time earnings would be annualized as follows, assuming the part-time earnings are \$25,000 or 50% of the yearly rate of \$50,000 for the last three years of employment.

The calculation is as follows:

$$(30 + 5/2) \times 2\% = 65\% \text{ pension}$$

$$\text{annualized pension is } \$50,000 \times 65\% = \$32,500/\text{year.}$$

71.4.7 Life Insurance

Probationary employees after 3 months service and all regular employees are covered under the Group Life Insurance Plan. Membership in the plan begins on the first day of the month following the date the employee completes 3 months of probationary service or is granted regular status. The basic insurance (2 times salary) plus any additional term insurance will be prorated in accordance with the prorating of wages above.

71.4.8 Health and Dental Benefits

Employees will have the option of receiving full benefit coverage for semi-private hospital, extended health benefits, and/or dental benefits, by using payroll deduction to reimburse Hydro One the cost consistent with the appropriate pro-ration. For example:

If an employee works 21 hours per week, he/she would be subsidized for 21/35 or 60% of the costs and he/she would pay the remaining 40%. If an employee chooses not to pay the remaining prorated percentage, there will be no coverage.

71.4.9 Sick Leave

Restoration of sick leave credits for days used will be in accordance with the Sick Leave Plan provisions.

Sick leave should accumulate at the regular times (January 1 or July 1). While ECD is adjusted for other purposes, sick leave accumulation and restoration dates should remain unchanged.

Annual sick leave credits will be prorated, based on normal hours worked.

Example

100% Entitlement Accumulation

- Employee works 21 hours per week $21/35 \times 8 \text{ days} = 4.8 \text{ days}$, rounded to 5 days.

75% Entitlement Accumulation

- Employee works 21 hours per week $21/35 \times 15 = 9 \text{ days}$.

Rounding should be to the nearest half day. Time Reporting for vacation, sickness, accident and overtime, etc. will be the same as for any other regular employee.

71.4.10 Long Term Disability (LTD)

Long term disability (LTD) coverage is only available to **regular employees**.

71.4.11 Accident Insurance

Employees are eligible for 100% benefit.

71.4.12 Statutory Holidays

Both the entitlement to statutory holidays and the payment for the statutory holidays will be prorated. The following table illustrates the entitlement:

Days Worked Per Week	Number of Days Entitled to per Year
1	2
2	4
3	8
4	8 (9 for Federally-Regulated Employees)
5	10

The pay on a statutory holiday will be equal to the pay for the average daily hours of the RHOW employee. For example:

An employee works 4 days per week @ 5 hrs per day. In accordance with the entitlement table above the employee is entitled to 8 statutory holidays per year. Payment for each statutory holiday will be for 5 hours since that is the average of the 4 days per week the employee works.

71.4.13 Floating Holidays

These will be prorated in the same manner as statutory holidays, i.e. both the entitlement and the payment on the days will be prorated. For example, an employee who works 3 days per week and 7 hours on each day worked will receive:

$$3/5 \times 3 \text{ days} = 1.8 \text{ rounded to nearest half day} = 2 \text{ days}$$

The payment for each day will be for at 7 hours since that is the average hours per day the employee works.

71.4.14 Vacation

- A. Less than 1 year - 4% of accumulated wages.
- B. For one year, or more:

Vacation entitlement will be based on calendar years (i.e. VCD). The entitlement in any given year will be prorated based on the average number of days worked per week and the actual payment for those days will be based on the average number of hours worked per day.

Example - (a)

A regular full-time employee who commences RHOW on January 1 and who otherwise would be entitled to 20 days' vacation, contracts to work 3 days per week at 7 hours per day (21 hours per week), for the full vacation year, while the remainder of the work unit works 35. The vacation entitlement will then be:

$20 \times 3/5 = 12$ scheduled days off.

The payment on each of the 12 days would be for 7 hours pay since that is the average number of hours the employee works per day. Therefore the total pay will be 12 days @ 7 hours pay = 84 hours pay.

Example (b)

An employee who works 5 days per week but works only 4 hours per day.

$20 \times 5/5 = 20$ scheduled days off

The payment for each day would be for 4 hours since that is the average number of hours the employee works per day. Therefore the total pay will be 20 days x 4 hours pay = 80 hours pay.

71.4.15 Overtime

The normal lieu time provisions will apply. Overtime will be paid at appropriate rates for:

- hours worked beyond the base full-time hours on a day (unless additional hours are part of the RHOW arrangement);
- hours worked beyond the base full-time hours in a week;
- hours worked on a Saturday, Sunday or statutory holiday that is not a normally scheduled day.

71.4.16 Pregnancy/Parental Leave

Employees will be eligible for pregnancy/parental benefits. Coverage will be based on normal (scheduled reduced) earnings and normal (scheduled reduced) hours.

71.4.17 Unemployment Insurance Contributions

This is based on gross earnings (which includes overtime premiums, shift differential, etc.).

71.4.18 Canada Pension Plan (CPP)

CPP contributions are based on gross earnings.

71.4.19 Workers' Compensation Benefits

Entitled to 90% of normal weekly net earnings, plus a supplementary grant (total is 100% of normal weekly net earnings).

71.5 Termination of the RHOW Agreement

The initial period of a RHOW arrangement will be considered to be a trial period. The length of the trial period is to be determined by the parties but will not normally be longer than 1 year. If problems are encountered during this period, the employee(s) and the supervisor will attempt to find a solution(s). In the event that these efforts are not successful the RHOW arrangement can be cancelled by either party with 30 days' notice.

After the trial period, situations may arise where the RHOW is no longer working or the workload has increased or decreased. In such situations alternate arrangements can be tried. These could include offering additional hours/days (if there is some) to the RHOW employee, or advertising another RHOW arrangement to make up any difference.

In situations where the workload increases, the employee working the reduced hours will have the first option of working the additional hours. The employee could choose not to work the additional hours. If satisfactory alternative arrangements are not found, Article 64 will be applied.

An employee who wishes to terminate the arrangement has the same rights to vacancies as full-time employees. If unsuccessful in obtaining another position or in negotiating a new arrangement with Management, and the employee terminates the arrangements, the employee will be considered to have resigned from Hydro One.

(SAMPLE) REDUCED HOURS OF WORK AGREEMENT

To: _____ Department: _____

Effective date: _____

Type of Arrangement: ___ Individual ___ Job Sharing ___ Temporary Work

The following information is pertinent to your Reduced Hours of Work Agreement with Hydro One.

1. Hours of work:

_____ days (_____ hours) per week, _____ hours per day.

2. Salary:

Weekly salary will be \$ _____ per week based on scheduled reduced hours of _____ per week at Schedule _____ Grade _____.

3. Health and Dental Benefits:

Indicate, by circling the appropriate "yes" or "no", whether or not you are exercising the option of receiving full benefit coverage for semi-private hospital coverage, extended health benefits, and/or dental benefits, using payroll deductions to reimburse Hydro One for the cost consistent with the appropriate proration. Should you elect health and/or dental benefits, the monthly cost will be as follows:

Elected Coverage:

Semi-private hospital coverage _____ % \$ _____ Yes / No

Extended Health Benefits _____ % \$ _____ Yes / No

Dental Benefits _____ % \$ _____ Yes / No

4. All other terms and conditions will be in accordance with the Article on Reduced Hours of Work for Society Represented staff.

The trial period will be for _____ months. The parties agree that the agreement can be terminated with one month's notice during this trial period in the event the arrangement is unsuccessful.

If you agree with the conditions set out above, please sign one copy of this agreement for your Personnel File. Also, please indicate if you wish to be covered by any, or all, of the above health and dental benefits.

Manager: _____ Employee: _____

Date signed: _____ Date signed: _____

cc: Human Resources office Society Unit Director

71.6 Responsibilities

The Employee(s):

The employee(s) should discuss his/her interest in a Reduced Hours of Work agreement with the manager/supervisor. An employee who wishes to work Reduced Hours should prepare a proposal for doing so. The proposal should include a current job description and ways in which the job requirements could be met under a Reduced Hours of Work agreement. It should include suggestions for methods of communication among Regular staff members, their managers/supervisor, customers and clients with whom the job interfaces, as per the Guidelines (Section 71.3).

The Manager/Supervisor:

The Manager/Supervisor is responsible for determining if a Reduced Hours of Work agreement is appropriate and in certain instances may initiate action to implement such an arrangement. The Manager/Supervisor will discuss the possibility of a Reduced Hours of Work agreement with interested employees to assist them in establishing appropriate arrangements. The Manager/Supervisor will identify issues specific to the job which need to be addressed, inform employees of their entitlements and approve the proposed Reduced Hours of Work agreement after the appropriate review.

The Manager/Supervisor is responsible for ensuring that the productivity in the work unit does not deteriorate as the result of a Reduced Hours of Work agreement. If productivity is seen to decline, the supervisor should work with the incumbent(s) to identify ways to improve the situation.

72 PEAK DEMAND HOURS ARRANGEMENTS

72.1 Intent

The intent of this Article is to establish a framework of treatment of employees who by the nature of their jobs, are likely required to work more than their normal work week and/or hours different from their normal hours during peak work load periods of the year, and less than the total hours in a normal work week during other parts of the year.

The guidelines for the application of this Article are contained in Appendix V.

Once it has been decided to apply this Article within a business unit, Management will meet with the Society to determine how best to apply these guidelines in their particular situation. The parties are not required to rigidly adhere to the guidelines in Appendix V and may revise them as they deem appropriate.

Either party may refer unresolved items to "interest" arbitration for resolution.

72.2 Process

The parties will develop a design for the Peak Demand Hours Arrangement in local areas using Appendix V as a guideline, including an implementation plan for the arrangement. That plan could involve staffing the arrangement with volunteers on a test basis. The volunteers would have to volunteer for a full 12-month cycle. The fact that an individual did not volunteer will not negatively reflect on his/her performance evaluation. The

results of that test application could be reviewed by the parties. This review might result in revisions to the arrangement.

It is expected that ultimately the arrangement would become a local mid-term agreement.

73 WORK SHARING

- 73.1 "Work sharing" occurs when sufficient members of a work unit agree to work fewer hours for reduced compensation in order to accommodate a temporary reduction in work load and to help maintain employment continuity in the event of an adverse impact situation under Article 64 - Redeployment, Surplus Staff Procedure and Change of Employer.
- 73.2 Work sharing is a temporary arrangement. A work sharing arrangement will normally not exceed one year in duration but can be extended by mutual agreement. Beyond a period of one year, a work share arrangement will normally be governed by the terms and conditions of Article 71 - Reduced Hours of Work (RHOW) Arrangements.
- 73.3 The Society will be involved in the discussion and negotiation of the work sharing arrangement.
- 73.4 The size of the work unit involved in the work share will be the subject of joint agreement between Hydro One and the Society. The agreement of the employees participating in the work sharing arrangement must be obtained prior to implementation. A sufficient number of employees in the work unit must participate in order to make the work share a viable working arrangement.
- 73.5 Either party to a work sharing arrangement will have the right to terminate it with 30 days' written notice. Following termination of a work sharing arrangement, the previous hours of work arrangement will be reinstated. Reduction in the number of employees in a work sharing arrangement through attrition, promotion, etc. will result in a joint review in order to ascertain the continued viability of the work share.
- 73.6 Employees participating in a work sharing arrangement remain regular employees.
- 73.7 Reduction in hours of work pursuant to a work sharing arrangement will not exceed 20% of regular hours and will be matched by an equivalent reduction in salary for a maximum of one year.
- 73.8 Employees participating in a work sharing arrangement will retain full benefits coverage during the term of the work sharing arrangement up to a maximum period of one year.
- 73.9 Pension, life insurance and LTD coverage will continue to be calculated against regular base earnings during the term of a work sharing arrangement up to a maximum period of one year.
- 73.10 Employees will continue to participate in the step progression process while participating in a work sharing arrangement.
- 73.11 Employees will not be declared surplus while participating in a work sharing arrangement. This section will be suspended during the operation of Article 64 -- Employment Continuity.

74 ASSIGNMENT OF NON-BARGAINING UNIT WORK DURING A STRIKE/LOCKOUT

Normally, Hydro One shall not assign an employee to perform non-bargaining unit work unless this work is essential work. It is agreed that the following provisions govern the assignment of essential work, ordinarily performed by employees in another bargaining unit, to Society-represented employees in the event that the members of that bargaining unit are in a lawful strike/lockout situation.

- 74.1 If a job/function is not performed, it is considered “essential work” if it would result in:
- a) a dangerous or unsafe situation for employees or the public;
 - b) a threat to the environment;
 - c) damage to equipment, systems or property;
 - d) the violation of licenses, regulations or other statutory requirements as applicable in (a), (b) and (c) above;
 - e) activities going undone which are required to support employees who are performing essential work in accordance with (a), (b), (c) and (d) above;
 - f) such other condition or concern as may be reasonable in the circumstances.
- 74.2 The process for identifying and assigning work will be a joint process involving a Management representative(s) designated by the Business Unit and the Society **representative** /designate(s) of the Business Unit. As a part of this process, an employee will advise the Management representative(s) and the Society **representative**/designate(s) in a timely manner as to whether he/she will accept the tentative work assignment. Due consideration will be given to family or extenuating personal circumstances raised by an individual employee prior to assigning essential work.
- 74.3 Requests to employees to accept essential work assignments will contain as much information about the assignment as possible, such as work location and training schedules. It is expected that Management will request work assignments as close to employees’ home locations as possible.
- 74.4 In the event that the Society claims that an activity is not “essential”, it may make a claim before **Robert Herman, or if he is unavailable, a mutually agreed** facilitator/arbitrator, who shall make a ruling on an expedited basis.
- 74.5 Hydro One may assign work involuntarily to Society-represented staff if no MF/ESR or qualified Society volunteers are available. There is no obligation to assign MF/ESR before seeking a Society volunteer.
- 74.6 Any proposed shift schedules which may be worked by Society-represented employees during assignment to non-bargaining unit work shall be reviewed by the appropriate Society **representative**/designate prior to the official issuance of the shift schedule.
- 74.7 Employees assigned to essential work will have the appropriate skills and training to perform the duties.
- 74.8 The terms and conditions of compensation for performing essential work are as follows:

74.8.1 General

- 74.8.1.1 All policies and practices and terms of the collective agreement which normally apply to Society-represented staff will continue to apply during a strike/lock-out unless modified, replaced or set aside in accordance with this Agreement.
- 74.8.1.2 All employees, including employees not assigned to work of another bargaining unit, will continue to receive their normal pay rate, including **step placement**, for their regular job.
- 74.8.1.3 For those employees who normally work shifts, all existing shift schedule arrangements, including time-balanced schedules, will be suspended from the date the work stoppage commences until the work stoppage ends. Compensation treatment will be equitable for all employees assigned to essential duties during the work stoppage.
- 74.8.1.4 All employees assigned to essential duties will be compensated based on a 35-hour work week. As a minimum, employees will continue to receive pay equivalent to their normal base earnings. For employees whose rate is normally based on a 37.5 hour or 40 hour week, a premium of 0.5 times the hourly rate will apply after 35 hours in a week until their normal hours of work (i.e., 37.5 or 40) is reached. Overtime beyond this will be compensated at the appropriate overtime rate.
- A positive time balance will be paid at the termination of the essential service assignment and a negative time balance will be written off.
- 74.8.1.5 For situations involving the crossing of picket lines, refer to Article 77 of the Collective Agreement (“Crossing Picket Lines of Other Unions”).

74.8.2 Compensation

74.8.2.1 Scheduled Work on Weekdays

- 74.8.2.1.1 Employees assigned to essential work will be compensated at straight time rates for the first seven (7) hours of work. The following seven (7) hours worked shall be compensated at time and one half subject to treatment for employees normally working 37.5 or 40 hours a week as outlined in Clause 74.7.1.4.
- 74.8.2.1.2 All hours worked in excess of fourteen (14) continuous hours shall be compensated at:
- a) double time; or
 - b) straight time plus an hour off for each hour worked in excess of fourteen (14) hours.

74.8.2.2 Scheduled Work on Saturdays, Sundays, and Statutory Holidays

74.8.2.2.1 All employees assigned to work shifts and scheduled to work on Saturdays and Sundays will receive straight time pay for the first seven hours worked as part of a normal scheduled work week.

74.8.2.2.2 All employees assigned to work shifts will receive straight time pay for the first seven hours worked on a statutory holiday as part of their normal scheduled work week. One hour off for each hour worked up to the statutory holiday credit (seven hours) will be given at a later date acceptable to the employee and Management.

74.8.2.2.3 The appropriate shift allowances as per Article 60 ("Shift Work [M&P, TMS]") and Article 61 ("Shift Work [FM&P]") will be paid to all employees required to work shifts.

74.8.2.3 Overtime Worked on Saturdays, Sundays and Statutory Holidays

74.8.2.3.1 Employees shall be compensated at time and one half for the first fourteen (14) hours worked on a Saturday.

74.8.2.3.2 Employees shall be compensated at double time for the first fourteen (14) hours worked on a Sunday.

74.8.2.3.3 Employees shall be compensated at double time for the first fourteen (14) hours worked on a statutory holiday. In addition, one hour off for each hour worked up to the statutory holiday credit (seven hours) will be given at a later date acceptable to the employee and Management.

74.8.2.3.4 All hours worked in excess of fourteen (14) hours on a Saturday, Sunday or statutory holiday will be compensated at:

- a) double time; or
- b) straight time plus an hour off for each hour worked in excess of fourteen (14) hours.

74.8.2.4 Time Off in Lieu

Employees may choose to be compensated in money, paid time off, or a combination of both for overtime worked while assigned to essential work. Scheduling of time off will be subject to agreement of the regular supervisor following the end of the work stoppage.

74.8.2.5 Travel Time

All travel time except time spent in travel when called out for any emergency overtime, will be compensated at straight time. Travel time for emergency overtime will be considered as overtime.

74.8.2.6 Expenses

74.8.2.6.1 Reimbursement will be made for appropriate out-of-pocket expenses incurred as a result of undertaking assignments during a strike situation. As such employees should not profit from reimbursement of expenses. Appropriate expenses include, but are not limited to, travel, meals, accommodation, cancellation of vacations, increased child care, and damage or loss of private property.

74.8.2.6.2 Expenses incurred during a temporary assignment will be submitted to the temporary supervisor for approval.

74.8.2.7 Essential Work Rating Scale

The Essential Work Rating Scale set out in Attachment A forms part of this Agreement and will be updated by the Joint Society-Management Committee, prior to application.

ATTACHMENT A

Essential Work Rating Scale

(A) WORKING CONDITIONS

Employees who are assigned to essential work will automatically receive credit for this factor. It is assumed the individual will be subjected to pressures, demands or unfavourable/hazardous working conditions which deviate significantly from the norms of the regular position. Employees/supervisors whose work responsibility will increase significantly as a result of a work stoppage may be assigned to special duties by their respective line management.

Payment per Day: \$30.00

(B) SHIFT ASSIGNMENT

Employees who are assigned to work a shift schedule will automatically receive credit for this factor for each day they work the shift schedule.

Payment per Day: \$30.00

(C) SPECIFIC ALLOWANCES

The following allowances are to compensate for situations where employees are required to perform essential work under specific working conditions.

An employee can receive compensation for only one of the following allowances.

24- Hour Availability

An employee who is required or elects to remain at a designated place, other than home (e.g., motel) in readiness to proceed immediately to the work location on a 24-hour basis.

Hours worked by an employee are included in this 24-hour period.

Payment per Day: \$46.00

OR

Remaining at Hydro One Facilities on 24-Hour Basis

An employee is required to remain/live at the work location for a 24-hour period.

Payment per Day: \$120.00

On-Call Service

An employee is permitted to remain at home following his/her scheduled work but is required to be available to work outside normal working hours.

(Reference: Article 57 - "On-Call Service")

Note: Employees who are required to live at the work location on a continuing 24-hour basis and will be paid for only those hours worked plus the applicable allowances.

75 TELEWORKING

75.1 Definition of Teleworking:

Telework refers to a Hydro One employee who:

- Is working out of an office in his or her home;
- Does not normally have another office at Hydro One;
- Is not working at home on an occasional or casual basis.

75.2 Collective Agreement Standards:

Where Hydro One determines that teleworking may be implemented, the following provisions will apply:

- a) The arrangement will be mutually agreed upon and will be documented prior to commencement of teleworking;
- b) The terms and conditions of the collective agreement will apply except where modified by agreement among Hydro One, the Society and the employee;
- c) Teleworkers will not be required to meet with customers or other Hydro One employees in their home;
- d) Teleworking arrangements will be voluntary, and are subject to cancellation as locally agreed;
- e) Teleworking will not change the employment status of the teleworker;
- f) Hydro One will provide appropriate health & safety advice and guidance to the teleworker;
- g) Hydro One will provide appropriate business and personal security advice to the teleworker;
- h) Hydro One shall provide all furnishings/equipment it deems necessary to meet job expectations;
- i) Hydro One will pay for additional insurance costs, if required;
- j) If the teleworking arrangement is terminated then the employee will be entitled to relocation assistance as provided in the collective agreement;
- k) It is agreed that the Society represents employees who fall within the Society recognition clause of the Collective Agreement and who are teleworking;
- l) Hydro One will provide in a timely manner the Society with the names, business phone number and business address of teleworkers.

75.3 Local Agreements

Local management, the employee and the Society will agree on these items as part of a local agreement:

- performance measures
- relevant terms and conditions (e.g. travel)
- training where appropriate
- sunset (with a minimum term)
- cancellation

76 DIRECT DEPOSIT

Employees will be paid weekly by means of electronic deposit. Bi-weekly pay will be implemented in accordance with LOU #9 (**Re: Implementation of Bi-Weekly Pay**). Time exceptions (e.g. overtime) will continue to have a time lag. Such time lag will only be for the period required for the effective operation of the time reporting centres and pay processes.

77 CROSSING PICKET LINES OF OTHER UNIONS

- 77.1 Employees will be required to cross picket lines of other unions in order to perform work at their regular/temporary work headquarters.
- 77.2 During such picket action, some flexibility with respect to the normal scheduled hours of work on the part of both Management and the employee is particularly desirable.
- 77.3 Normally, an employee who is prevented from arriving at work for his/her normal starting time due to such picket action will have his/her salary maintained without the requirement to make up the hours missed, subject to the following guidelines:
- a) An employee is expected to make a reasonable attempt to arrive at work at their normal starting time.
 - b) If an employee who is late for work should have been able to cross the picket line without being late, the no work - no pay principle will apply.

78 THE PROVISION OF FRENCH LANGUAGE SERVICES

78.1 Designated Positions

Hydro One will designate positions that require French language capability, to the extent required by the Act. Hydro One shall determine the actual number of positions to be designated and which positions will be designated.

Changes to the designated positions require joint agreement between the local Contact Supervisor/Human Resources Manager and the **applicable Society representative**. Whenever a change is made to the designated positions list, the Contact Supervisor/Human Resources Manager will provide written notification of the addition to the Society office and Labour Relations, Hydro One Human Resources. Labour Relations, Hydro One Human Resources will issue an up-to-date version of the designated positions list annually to the Society. A position can only be removed or modified when it is vacant.

78.2 Job Security

The implementation and operation of this Article will not result in any declarations of surplus, lay-offs, displacements, forced geographic relocations or financial losses.

78.3 Training

Hydro One will not impose any mandatory training for the purpose of complying with the Act. Any person wishing to take optional external training to obtain French language capability will be provided 100% financial support, so long as the request is in accordance with Article 83 - Extramural Training. In locations where extramural training

in French is not available, Hydro One will provide, at no cost to the employee(s), self-paced learning packages in order to assist interested staff to become qualified in French.

78.4 Posting and Selection

French language capability is deemed to be a legitimate selection criterion, in addition to the normal selection criteria, for officially designated positions. The job documents for designated positions will not be amended to include French language proficiency as a duty and/or evaluation factor pending future discussions with the Society.

A notice of posting for a designated position will contain the following wording:

"This position requires the ability to communicate in French. This ability is deemed to be a qualification for the purposes of selection."

French language capability will only be used as a selection criterion when the number of qualified incumbents in a designated position falls below the number specified in this Article. Specific qualifications and requirements must be posted and reasons given for non-selection in writing.

In cases where a location has more than the required number of qualified incumbents in a designated position, the officially designated employee(s) shall be those who are senior and qualified.

78.5 Surplus Staff

When a surplus employee applies to a designated position she or he shall receive the selection priorities established in Article 65 to the extent that the organizational unit retains the capability to meet the requirements of the Act.

78.6 Allowance

Hydro One will pay an allowance of \$18.00 gross weekly. It is recognized that the allowance may be paid to all qualified employees in a designated position in a location, rather than just the employees who officially occupy the designated position. This allowance is the same regardless of the number of hours an employee works per week.

The allowance will be paid only while the incumbent is in a designated classification. The payment of this allowance will cease once the employee has been absent for two months. Transfer to an undesignated position, or removal of a position from the designated positions list, will cause immediate stoppage of the allowance.

An employee who relieves in a designated position must have the French language capability required by the position in order to receive the allowance.

79 SPECIAL CLOTHING

- 79.1 Employees are responsible for providing, at their own expense, suitable clothing for the performance of their regular duties. Subject to certain conditions, outlined below, special clothing may be obtained at the expense of Hydro One for issue to employees.

- 79.2 Hydro One will make bulk purchases of certain types of work clothing, for resale to employees, on the most favourable terms possible.
- 79.3 A limited number of rainproof coats and hats may be obtained and kept available at construction headquarters etc, for persons who normally work indoors, but who are occasionally required to work out of doors under adverse weather conditions.
- 79.4 Safety items that are designed exclusively for such safety purposes will be provided to employees required to perform certain types of work, at no cost to the employee.
- 79.5 All clothing issued by Hydro One will remain the property of Hydro One. Employees may be required to replace item(s) lost or destroyed as a result of their own carelessness.
- 79.6 Staff **who are required by the Company to wear safety footwear** will be reimbursed as follows:
- Safety boots/shoes - 50% of actual cost to a maximum of \$75/pair;
 - Electric Shock Resistant Footwear - **100% of actual cost to an annual maximum of \$250.00.**
- 79.7 Requests for special items of clothing not specifically mentioned, but which might be reasonably supplied under the conditions set out above, will be considered, each case on its own merits. Such clothing must be kept available for any Hydro employee who may require it for Hydro One work.

80 PAYMENT FOR USE OF PERSONAL VEHICLE

- 80.1 Where an employee is authorized to use his/her personal vehicle for Hydro One related business/travel, the rate of reimbursement will be based on the Private Transportation Component of the Canadian CPI as reported by Statistics Canada.
- 80.2 Future increases of one cent/km will occur with each additional 10% increase in the Private Transportation Index - 1986 = 100. A decline in the Index below a previously surpassed trigger point for two or more consecutive months will result in a reduction by the appropriate amount of the rate paid.
- If the Hydro One business/travel involves the hauling of household trailers, an additional \$0.09/km will be paid. For the hauling of smaller trailers (Camper, Ski-doo, boat etc.), the amount will be \$0.03/km. The above rates will apply on a province-wide basis.
- 80.3 By virtue of receiving the above kilometre rates, the employee is responsible for any expenses incurred involving his/her vehicle while on Hydro One's business. This would include such items as insurance premiums, license fees, traffic/parking violations, maintenance costs, any repairs or replacement of parts, fuel, lubricants and the like. The employee is further responsible for informing his/her insurance company that the vehicle is being used for business purposes, and for paying any additional premium that the insurance company deems fit.
- 80.4 An employee driving his/her personal vehicle on Hydro One business must have a minimum of \$1,000,000.00 liability insurance.

81 BUSH FIRE FIGHTING AND VOLUNTEER FIRE BRIGADES

81.1 Employees who are conscripted by the Ministry of Natural Resources for bush firefighting or employees who participate in local Fire Brigades may be granted time off work with pay subject to the following conditions:

81.1.1 Regular and Probationary Employees - Bush Fighting

Regular and probationary employees will have their normal base pay maintained.

81.1.2 Temporary Employees - Bush Fighting

Temporary employees will have their normal base pay maintained for a maximum of five working days or to the end of the intended employment period, whichever comes first. If the firefighting period extends beyond five working days, the employee will be placed on an unpaid leave of absence until he/she returns to work, or to the end of the originally intended employment period.

81.1.3 Volunteer Fire Brigades

Employees who are registered volunteer fire fighters may be granted leave of absence with pay if called to service while at work.

82 EXTREME WINTER WEATHER CONDITIONS

In the event of extreme winter weather conditions, employees will normally receive pay for hours worked.

82.1 Make Up Time

Employees who, due to extreme winter weather conditions, arrive late, miss work or receive approval to leave early, may seek approval to make up lost time by working back the missed hours by:

- a) using a vacation day;
- b) using a floating holiday;
- c) using a lieu day (or banked time where applicable).

82.1.1 For employees who receive approval to work back the lost time, their pay will be maintained for the number of normal scheduled daily hours lost, provided there is work available to be performed.

82.1.2 Employees will work at straight time rate of pay while working back the lost hours.

82.1.3 Time lost due to extreme weather conditions will be worked back within the pay week period. Any lost time not worked back by the end of the pay period will be deducted from the employee's pay.

82.1.4 Senior Management at the location have the discretion to maintain some or all of an employee's normal base pay if they are satisfied that every reasonable effort was made to report to work on time.

82.2 Closure

Employees included in an authorized closure will have their pay maintained for the number of hours between closure and normal quitting time.

82.3 Stranded Employees

Employees who are confined at a regular work location which is an acceptable shelter, will have their normal base pay maintained for their normal scheduled hours of work.

82.3.1 Payment for time worked in excess of normal scheduled hours will be made only if approval was given in advance for such work.

82.3.2 Employees will be reimbursed for reasonable expenses for food and shelter, and will have normal base pay maintained when stranded away from their residence headquarters while on Hydro One business.

82.3.3 Employees working in a location where a minimum level of acceptable shelter does not exist shall be considered as still being at work until acceptable shelter can be reached.

83 EXTRAMURAL TRAINING

In order to enhance a regular employee's job performance now, or in the future, Hydro One may provide financial support for external training activities consistent with Hydro One Policy, subject to the following conditions:

- a) the employee is expected to obtain prior approval from his/her supervisor prior to registering in the training course;
- b) the external training should normally be completed outside normal working hours. Where this is not possible, time off with pay to attend external training programs will be at the discretion of the employee's supervisor. In no circumstances will the external training exceed six weeks if the employee is required to be absent from work.
- c) 100% of reasonable costs paid by the employee for external training courses will be reimbursed where:
 - the training course will create or maintain the employee's capability related to current job performance;
 - the training course develops an employee's capability for a position identified in a succession, retraining, or redeployment plan.
- d) 75% of registration/tuition fees and learning material costs will be paid for external training courses which improve an employee's capability for future jobs within Hydro One.
- e) An employee will be reimbursed for reasonable costs subject to:

1. Satisfactory course completion and a passing grade where applicable, except where the course is taken upon the request of Management.
2. Costs will not be reimbursed if the employee has given notice of resignation prior to completion of the course.
3. All approved costs will be reimbursed for courses which cannot be completed due to the employee being transferred to another location.

84 MEAL EXPENSES

Normally, employees are expected to provide their own meals. Where there is a requirement for a meal as a result of legitimate business functions, employees will be entitled to be reimbursed for reasonable out-of-pocket expenses.

85 VOLUNTARY SEVERANCE (NON-SURPLUS)

- 85.1 Employees who wish to discuss a voluntary severance arrangement with Hydro One will be advised by Hydro One to (a) seek independent legal counsel and (b) seek advice from the Society.
- 85.2 Hydro One will also notify the Society of any employee with whom it is discussing a voluntary severance arrangement and disclose the details of the discussions in advance of finalizing such a severance arrangement with the employee.

86 SECURITY CLEARANCES

- 86.1 The Society acknowledges and agrees that the Employer has the right to perform appropriate Personal Risk Assessments (PRA) on existing, regular employees when required for valid reasons. Where the Employer has reasonable cause to remove an employee from his/her position as a result of an employee's inability to pass a PRA, the employee will be transferred to an equivalent position for which a PRA is not required with no loss of salary.

PART XIV - ADMINISTRATION

87 REPRESENTATION ON HYDRO ONE COMMITTEES

The parties recognize the roles and responsibilities of appointees to committees and task forces, i.e., as a representative of Management on the one hand, and the Society, on the other. When an employee represented by the Society is appointed by Management, his/her responsibility is to Management. When he/she is appointed by the Society, his/her responsibility is to the Society. This role distinction should be made clear at the time of appointment. Notwithstanding the above, and in keeping with Subsection 2.4 (Supervisory Employees - Code of Ethics), Management will endeavour to appoint its representatives having regard to the Society's interests in effective representation.

88 GUIDELINES FOR SOCIETY REPRESENTATIVES ON JOINT/TRIPARTITE TEAMS

The following guidelines apply when employees are appointed by the Society to serve as Society representatives on joint/tripartite teams. They do not apply when employees are appointed by the employer to serve on teams as an employment assignment.

- 88.1 ***Employees have a legitimate role to play in the development and operation of joint/tripartite teams at Hydro One.***
- 88.2 ***When employees representing the Society are to be included on a joint/tripartite team, they will be officially appointed by the applicable Society representative following discussions with the appropriate line managers. The Society will normally be provided with the team's terms of reference, including an estimate of the time required, as well as with selection criteria to assist in the selection of appropriate subject matter experts for the activities at hand. The Society will consider input provided by the employer concerning its selection of representatives to serve on a joint/tripartite team but retains the right to make the final appointment.***
- 88.3 ***Employees representing the Society on joint/tripartite teams will be given the opportunity to be involved in all aspects of the team activity; i.e., joint communications, joint training and education, etc.***
- 88.4 ***Performance appraisals should support participation on joint/tripartite teams. Toward that end, participation by employees on joint/tripartite teams should be considered in a positive light when conducting performance appraisals providing their contribution to the joint/tripartite team has been useful.***
- 88.5 ***Employees representing the Society will be reimbursed for reasonable costs related to participation in joint/tripartite teams by Hydro One.***

89 TRIPARTITE AGREEMENT ON JOINT HEALTH AND SAFETY COMMITTEES

Hydro One and the Society agree to adhere to the Tripartite Agreement below:

TRIPARTITE AGREEMENT ON JOINT HEALTH AND SAFETY COMMITTEES

PRINCIPLES OF AGREEMENT between the employer, the Power Workers Union and The Society concerning the establishment or modification of Joint Health and Safety Committees to

meet the requirements and intent of *The Occupational Health and Safety Act*, as amended by Bill 208.

89.1 Size and Composition of Joint Health and Safety Committees

That the size of JHSCs will be determined through discussions and agreement between the three parties.

That the PWU and The Society shall comprise a minimum of 75% of the JHSC membership with the relative percentage of PWU and Society JHSC members being determined by these two parties based on criteria including but not limited to representation by population and historical make-up. Neither union shall have less than 25% of the total number of Committee representatives nor more than 50%. Disputes regarding numbers shall be referred to the Executive level of the PWU and Society for resolution and if agreement is not reached, to an arbitrator mutually agreed upon by the parties for binding resolution.

That Management's Committee representatives will be from outside of PWU and Society jurisdiction.

That the status, rights and treatment of all representatives on the JHSCs will be equal.

That the meetings of the JHSC will be chaired on a rotating basis by the Co-Chair of each party represented on the committee.

89.2 Training and Certification

That all JHSC members will be trained and certified. Training and certification will be jointly determined and in accordance with legal requirements and the PWU and Society Authority to Stop Work Agreements, with the costs to be borne by the employer.

89.3 Policy Committee (Non-legislated)

That a corporate-level Health and Safety Policy Committee shall be established to participate in the formation and evaluation of health and safety strategy and policy, to resolve policy-level issues impacting on tripartite health and safety initiatives including the Work Protection Code and Corporate Safety Rules.

That the Policy Committee be comprised of an equal number of senior representatives from The Society, the PWU and Management.

That the parties will each select their respective committee members.

That the Policy Committee shall meet at least once per quarter.

That the employer shall provide the resources and training that the Policy Committee deems necessary with costs to be borne by the employer. Training development and delivery will be jointly determined.

That the Policy Committee shall receive a formal response to its input to policies/programming within 30 days.

89.4 Annual Experience Review

That each year, upon request by any one of the parties to this Agreement, an experience review be undertaken by the parties of the benefits and difficulties of implementation of the Agreement and the impacts of organizational changes.

89.5 Amendments to the Agreement

Amendments to the Agreement may be made at any time by the parties with mutual agreement in writing. If mutual agreement cannot be reached, the parties will refer to an arbitrator, mutually agreed upon by the parties, for binding resolution.

90 AUTHORITY TO STOP WORK

90.1 Definitions

"Where an Employee's health and safety is in immediate danger" (refer to **90.4.3**), "immediate danger" shall mean, "conditions that pose an immediate threat to life or health, or conditions that pose an immediate threat of severe exposure to contaminants such as radioactive materials which are likely to have adverse or cumulative or delayed effects on health."

90.2 Intent

"Responsibilities and Accountability" are intended to reinforce the fact that this is a joint policy for which both parties are jointly responsible, i.e. we are in this together.

90.3 Introduction

Effectively involving employees and Employers in joint health and safety committee activities can enhance workplace health and safety. Under the Occupational Health and Safety Act, the use of Joint Health and Safety Committees (JHSC) is part of the legislative process which has been labelled as the "Internal Responsibility System" (IRS). Within this participatory management concept, the JHSC's have been given specific rights and responsibilities under the Act such that, with their involvement, the right to know, the right to participate and the right to refuse unsafe work is further enhanced.

Hydro One and The Society of Energy Professionals ("the Society") agree that all unsafe work must be stopped. This Article on health and safety for the authority to stop work will further enhance the activities of the JHSC's and the IRS concept.

Changes to this Article can only be made by mutual agreement of the Joint Working Committee on Health and Safety. Where no agreement can be reached, the matter will be referred to the Issues Team for resolution.

90.4 Authority to Stop Work

90.4.1 Where a workplace is unsafe, a Certified Society and Management member of the local JHSC can jointly prevent the start of the work or stop the work.

90.4.2 Where there is a disagreement between the Certified Society or Certified Management member of the local JHSC that the workplace is unsafe, the issue shall be immediately presented to the local JHSC for review and resolution.

- 90.4.3 Where an employee's health or safety is in immediate danger, a Certified Society or Management member of the local JHSC can stop the work. After calling the work stoppage, the Certified Society or Management member must contact the respective counterpart immediately and seek to obtain joint agreement on the stoppage as soon as possible. If joint agreement cannot be reached, the issue shall be presented to the local JHSC for review and resolution.
- 90.4.4 In cases where the JHSC cannot resolve issues arising from 2 or 3 above, the Ministry of Labour Inspector shall be called in for resolution.

90.5 Training/Certification

- 90.5.1 The Society Joint Health and Safety Working Committee shall fully participate in the development of a specialized training program for all members of the Joint Health and Safety Committees.
- 90.5.2 The Society Joint Health and Safety Working Committee shall fully participate in the development, putting in place, and administration of testing and re-testing standards for all members of the JHSC's.
- 90.5.3 The Society Joint Health and Safety Working Committee shall fully participate in the establishment of a specific Training/Certification program for members of the JHSC's.
- 90.5.4 The Society Joint Health and Safety Working Committee shall fully participate in the development, implementation and administration of testing and re-testing standards for accrediting JHSC members into the Certification program. Such standards shall not be less than those established by the regulatory agencies or deemed to be equivalent to the intent of the regulatory standards.

90.6 Responsibility and Accountability

There shall be a shared responsibility and accountability by the Society and Management for the actions of their Certified members of the JHSC's.

90.7 Compensation and Discipline

It is understood that employees directly or indirectly affected by the application of this Agreement will not suffer any loss of wages or disciplinary action.

90.8 Decertification

Should a Certified member fail to act in good faith, the Society Joint Health and Safety Working Committee shall review the representative's action and make appropriate decisions.

Where there is disagreement regarding the action of the Certified member, the issue shall be taken to Issues Team for resolution.

90.9 Assessment

The Joint Working Committee on Health and Safety shall be responsible for assessing the effectiveness of this Agreement from time to time.

91 JOINT HEALTH AND SAFETY COMMITTEES

91.1 Hydro One will establish a Joint Policy Committee in which Society representatives are able to address the health and safety concerns of employees with Management of various levels depending on needs where jointly agreed.

91.2 All Society-represented employees are entitled to representation on joint health and safety committees and to associated training.

91.3 There are to be three levels of representation:

- Hydro One/Society level
- Corporate Health and Safety /Society working committee level (based on the attached Terms of Reference, agreed to on September 27, 1989 by the parties).
- Local workplace level health and safety committees

Terms of Reference - September 27, 1989
Joint Working Committee on Health and Safety

1.0 Goal

Provide recommendations to assist the Health and Safety Division in the development, implementation and evaluation of Hydro One employee health and safety policy and programs.

2.0 Personnel

Manager, Programming Department, Health and Safety Division and other Management staff as deemed necessary from time to time.

Chairperson of Society Health and Safety Committee and other Society members or a staff advisor to a maximum of five.

The Chair will rotate between the Manager of Programming Department and Chair of the Society Health and Safety Committee.

3.0 Function

Participate in the identification and resolution of problems and issues of Hydro One significance in employee health and safety policy and practice.

Participate in the development, promotion and implementation of Hydro One health and safety programs.

The Committee will meet quarterly or as mutually agreed.

Hydro One will pay the expenses related to jointly agreed projects undertaken by or on behalf of the Joint Working Committee on Health and Safety.

- 91.4 Hydro One agrees to consult with the Society regarding new health and safety policies and procedures and regarding changes to existing health and safety policies or procedures except where provided for by the legislation itself. The Society will be given a reasonable amount of time to comment prior to implementation.

92 PROBLEM SOLVING COMMITTEE

- 92.1 A Problem Solving Committee shall be established and constituted by Hydro One **Senior Management representatives** and the Society **Local** VP and Unit Directors. The Problem Solving Committee shall meet **upon request of either party and when mutually agreed.**
- 92.2 The Problem Solving Committee Oversight Committee shall consist of the President and CEO of Hydro One and the President of the Society and shall meet **upon request of either party and when mutually agreed.**
- 92.3 Negotiations between Hydro One and the Society shall take place through a body to which each party will appoint an equal number of representatives. Negotiations shall be conducted in good faith and both parties shall make every reasonable effort to reach agreement on matters of mutual interest as expeditiously as possible.

93 PUBLICATION OF COLLECTIVE AGREEMENT

All Society-represented staff should have personal access to a copy of the Collective Agreement. The preferred method is to provide access to this Agreement via an electronic basis. Where there is no electronic access the document could be distributed via disc.

Hydro One agrees to print sufficient copies for distribution to all elected Society representatives and to those employees without access to computer technology. The cost of printing the copies that are required (to be determined by joint agreement) will be shared on the following basis: 75% (Hydro One); 25% (Society).

94 USE OF HYDRO ONE COMPUTER FACILITIES

- 94.1 The Society may make use of any of the services provided by information technology organizations to Hydro One line units.
- 94.2 The Society will be treated identically to Hydro One line with respect to service standards, procedures and support.
- 94.3 The price charged for the service will be the published rates of the Computer Centre plus the charge for administration, referred to as General Overhead which may change.
- 94.4 Information regarding these services, e.g., technical support, manuals, billing structure, training, etc., may be obtained from information technology organizations.
- 94.5 The Society will seek approval from the appropriate authorities prior to accessing or attempting to access any line unit's application programs or data. Any infringement of this condition by a Society member will be grounds for cancellation of this Article.

- 94.6 The services provided under this Article are to be used only for the purposes of assisting in the conduct of normal Society business and for provisions of service to its members.
- 94.7 Society data and programs may be protected from access by others by taking advantage of existing password mechanisms. It is the Society's responsibility to make arrangements to utilize such mechanisms.

95 NOTE TO PART XV - APPENDICES

Hydro One and the Society have not amended all the Appendices in Part XV to reflect the separate collective agreement status of Hydro One. In particular, the Appendices dealing with the Voluntary Recognition Agreement and subsequent amendments are historic documents and, therefore, references to "Ontario Hydro" have been maintained. It is agreed, however, that the commitments, terms and conditions in these Appendices shall apply to Hydro One in the same manner as they were applied to Ontario Hydro, to the extent that they are applicable to Hydro One.

PART XV - APPENDICES**Appendix I - Re: Utilization and Advancement of Professional Engineers and Scientists**

Ontario Hydro and the Society agree the following principles will govern the utilization and advancement of professional engineers and scientists in Ontario Hydro.

- 1.0 The terms "professional engineers" and "scientists" shall include the employees' categories identified in Attachment A.
- 2.0 The MP2/FMP12 level of work shall normally be considered as a developmental stage for professional engineers and scientists performing engineering or scientific work.
- 3.0 The MP4/FMP14 level of work shall be considered as the "normal expectancy" level for fully qualified and competent engineers, or scientists in Ontario Hydro. MP3/FMP13 may continue to be a "journeyperson" level for engineers and scientists in some areas of activity.
- 4.0 Every effort should be made to provide professional engineers and scientists with an opportunity for advancement to MP4/FMP14, when they are capable of performing work at this level and such work is available.
- 5.0 Where an individual has demonstrated the willingness and capability to advance, and where advancement is impeded by lack of opportunity in the work area, every effort should be made to assist the individual in career advancement. This could include specific action steps such as training, job transfers, and rotations which will provide greater promotional opportunity.
- 6.0 Greater emphasis is required on the screening of professional staff at an early stage in their careers for both their potential capability to perform work at the MP4/FMP14 level and their suitability for further employment in Ontario Hydro.

(signed by W.G. Morison for Management and F.R. Greenholtz for the Society, February 27, 1984)

ATTACHMENT A

UTILIZATION AND ADVANCEMENT OF PROFESSIONAL ENGINEERS AND SCIENTISTS

Professional Engineers

Incumbents of jobs with 600000 or 860000 occupation codes who are:

- a)** Licensed to practice engineering by the Association of Professional Engineers of Ontario (APEO)

or

- b)** University graduates in one of the following engineering disciplines:

Aeronautical Engineering (Aero Space, etc.)	Engineering General
Agricultural Engineering	Engineering Science (Physics)
Chemical Engineering	Geological Engineering
Civil Engineering	Mechanical Engineering
Electrical Engineering	Mining Engineering
Electrical Engineering	Metallurgy & Material Science
Electronics Engineering	Nuclear Engineering
Engineering Business (Industrial)	Water Resources Engineering

Scientists

Incumbents of jobs with 600000 or 860000 occupation codes who are university graduates in one of the Natural Sciences, the Applied Sciences, Mathematics or Computer Science and who are not classified as professional engineers.

**Appendix II - Re: Input To Association Of
Professional Engineers Of The Province Of
Ontario (APEO) Salary Survey**

It is agreed that the method of input to the APEO Salary Survey of Employers and the analysis and use of the survey shall be in accordance with the following.

1.0 Data Input

1.1 The salary rates input to the survey shall be the rates paid for normally scheduled hours of work.

1.2 Such salaries shall be input for all Ontario Hydro engineers at Bachelor and/or post-graduate levels in engineering disciplines, who are engaged in engineering or scientific work (incumbents of M&P 600000 series jobs and of FM&P 860000 series jobs, who are represented by the Society), including engineering trainees who are registered (or eligible for registration) by the APEO.

2.0 Method of Input

2.1 Level A

Engineers whose Bachelor graduation occurred during the current or two previous calendar years, who are not incumbents of jobs classified as MP4 and FMP14 or higher.

2.2 Level B

i) Engineers whose Bachelor graduation occurred during the third, fourth or fifth calendar year prior to the current year, who are not incumbents of jobs classified as MP4 or FMP14 or higher.

ii) Engineers in jobs classified as MP1 and FMP11 who have sufficient years of experience to exempt them from eligibility for input to Level A.

2.3 Level C

Engineers in jobs classified as MP2, MP3, FMP12 or FMP13 who have sufficient years of experience to exempt them from the requirement to be input to Levels A or B.

2.4 Level D

Engineers in jobs classified as MP4, MP5, FMP14, FMP15.

2.5 Level E

Engineers in jobs classified as MP6, FMP16.

3.0 Annual Relative Standing

Ontario Hydro data will be excluded from the APEO survey data when making comparisons of Ontario Hydro's position relative to the community.

(signed by J.R. O'Connor for Management and B.A. Green for the Society, November 29, 1984 - revised in 1992/1994 Collective Agreement)

Appendix III - Re: Amendment to the Voluntary Recognition Agreement (VRA)

In light of major changes that have occurred since the Voluntary Recognition Agreement (VRA) came into effect on January 14, 1992, including significant Corporate restructuring, the parties' agreement to conduct a joint internal relativity project, and the need to clarify the Society's historical jurisdiction, the Society and Ontario Hydro agree to replace Sections 1.0 and 2.0 of the VRA with Article 2 of their Collective Agreement as amended by the Framework Agreement dated October 4, 1994.

The parties further confirm that the terms of the VRA as amended in the Collective Agreement remain applicable in all respects, including the agreed upon dispute resolution processes, to all provincially and federally regulated employees, subject only to previously agreed amendments and this amendment.

As a result of renewal negotiations for the 1999-2000 Collective Agreement, the parties agreed to extend Section 9.0 of the VRA to the expiry of the Collective Agreement in operation on January 1, 2005.

As a result of renewal negotiations for the 2007-2013 Collective Agreement, the parties agreed to amend Section 1.0 of the VRA effective July 1, 2007 to delete the provision excluding persons on the basis that they are incumbents in jobs rated 335 points or more under the Plan A Job Evaluation Manual and replace it with the following:

New Exclusion Criterion:

Strategic Business Decisions

1. Responsibility for making significant decisions that will have a material impact on the Company's business and/or staffing (what work gets accomplished, how much is done, when it is done and by whom)
2. Responsibility for making significant business/strategy decisions that will have a material impact on how the Company's business is to be run
3. Items 1 and 2 above also apply to work done by consultants and service providers
4. Regular knowledge of high level confidential Hydro One information prior to its disclosure. No person shall be excluded simply as a consequence of preparing, analyzing or making recommendations with respect to the information

Represent the Company at External Forums

5. Responsibility for being a principal presenter at OEB hearings. No person shall be excluded simply as a consequence of being asked to testify as an ad hoc witness
6. Responsibility for deciding what substantive positions will be taken at the OEB
7. Company spokesperson in matters that affect Labour Relations

Appendix IV Re: Article 2 - Recognition Clause

Hydro One and the Society confirm the following understanding with respect to their agreement to amend Article 2 ("Recognition Clause") of their Collective Agreement:

1. The parties agree that the Voluntary Recognition Agreement (Attachment A), subsequent amendments to the VRA and correspondence between the parties concerning jurisdictional matters will be admissible in the event of any future interpretation disputes concerning the Society's recognition clause.
2. The parties agree that the intent of these amendments is to clarify the Society's historic jurisdiction as the exclusive bargaining representative for the broad mix of professional and supervisory employees that comprise the M&P/FM&P and TMS/TS/OSS/SEI salary classifications on salary schedules 01, 02, 03, 04, 05, 06, 07, 08, 09, 13 and 18 except where such persons are performing managerial functions or are employed in a confidential capacity. As such, these amendments constitute a reconfirmation by Ontario Hydro of the commitments made by D.B. MacCarthy regarding the Society's jurisdiction in his April 18, 1994 letter to P.T. Suchanek, Registrar of the Canadian Labour Relations Board.
3. The Society acknowledges that Ontario Hydro has consented to the deletion of the following subparagraphs from the bargaining unit description on the basis of the assurance of the Society contained in paragraph 4 below:
 - those persons included on the Executive Salary Roll and above;
 - employees whose full-time duties are security work;
 - employees in the Executive Office;
 - employees in the Office of the General Counsel and Secretary including the Law Division except Corporate Official Records Analysts, Corporate Archivists and Corporate Records Centre Supervisors.
4. The Society assures Ontario Hydro that this agreement, to delete the sub-paragraphs contained in paragraph 3 above, does not extend the previously agreed upon jurisdiction of the Society, except upon consent of the parties, beyond that jurisdiction identified in the Voluntary Recognition Agreement. However, should jurisdictional claims be made by any other bargaining agent for the classifications referred to in paragraph 3 above, the Society may assert a parallel or related claim.
5. The parties acknowledge that there are thirteen jurisdictional grievances filed by the Society pending resolution (listed in Addendum A) and that these amendments are not intended to prejudice the outcome of these disputes.
6. The parties acknowledge that the definition "associated employees" in Subsection 2.3.2 includes, but is not limited to, positions listed below, and other similar positions created in the future.

Occupation Code	Job Title	Salary Schedule	Salary Grade
748042	Vault Officer	01	01
748836	Recruitment and Training Officer	01	01
739055	Organization and Systems Analyst	01	01
748105	Recruitment and Training Officer	01	01
752215	International Project Administrator	01	01
741051	Co-ordinator - Area Office Practices	01	02
719010	LAN Administrator	01	02
741050	Co-ordinator - Customer Service Practices	01	02
748252	Assistant Training Officer	01	02
734075	Business Systems Analyst	01	02
753063	Trade Development Officer	01	02
741845	Transportation Field Co-ordinator	01	02
753847	Material Systems Officer	01	02
734080	Information Systems Support Analyst	01	02
739008	Regional Office LAN Administrator	01	02
623013	Materials and Procurement Services Officer	01	02
730844	Facilities and Services Analyst	01	02
759090	Team Leader - Transportation Planning	01	02
753860	Administrative Services Officer	01	02
752046	Business Planning Co-ordinator	01	02
729051	Transportation of Dangerous Goods Specialist	01	02
719009	LAN Administrator	01	02
734078	Information Systems Specialist	01	02
734079	Office Systems Analyst	01	02
748867	Business Systems and Training Officer	01	02
748850	Emergency Preparedness Officer	01	02
741817	Service Co-ordinator - Kipling Complex	01	03
741072	Co-ordinator - Lines Work Methods	01	03
729056	Building Maintenance Officer	01	03
748865	Field Training Officer	01	03
753403	Senior Employment Officer – Nuclear Operations	01	03
710007	Digital Mapping Co-ordinator	01	03
759026	Training Officer	01	03
741828	Operating & Maintenance Projects Co-ordinator	01	03
741827	Service Co-ordinator	01	03
729043	Building & Facilities Disposal Officer	01	04
741841	Production Co-ordinator	01	04
729014	Maintenance Specialist – Mechanical	01	04

(signed by B.R. Story and C.B. Cragg - October 4, 1994)

ATTACHMENT A

VOLUNTARY RECOGNITION AGREEMENT

This Agreement including the accompanying Framework Agreement, included as Schedule A, resolves all issues raised during proceedings at the Ontario Labour Relations Board, regarding the Society's Applications for Certification (dated November 5, 1986 and October 2, 1990) or otherwise arising as to the status of the Master Agreement as a Collective Agreement before such Board or the Courts. This Voluntary Recognition Agreement is entered pursuant to the Ontario Labour Relations Act and is acknowledged to be enforceable pursuant to that Act. The parties agree that the Memorandum of Agreement, June 19, 1991, known as the Letter of Understanding, is no longer in force or effect.

1.0 Recognition Clause

Pursuant to section 16(3) of the Ontario Labour Relations Act, Ontario Hydro agrees to recognize the Society as the exclusive bargaining agent for the "employees" defined as follows:

"All employees employed by Ontario Hydro in the Province of Ontario as supervisors, professional engineers, engineers-in-training, scientists, professional, administrative and associated employees save and except:

- a) those persons included on the Executive Salary Roll and above;
- b) employees in bargaining units for which any trade union holds bargaining rights as of the signing of this Agreement;
- c) those persons who perform managerial functions as distinct from supervisory functions. An employee is performing managerial functions if:
 - i) she/he performs managerial functions such as hiring, promotion, performance increase, discharge, etc. over other employees in the bargaining unit and;
 - she/he is required to spend the majority of his/her time performing managerial duties and;
 - she/he supervises at least seven (7) employees (directly or indirectly) on a regular and continuous basis.
 - ii) she/he supervises employees who are excluded from the Society under (c) (i), (d), (e) or (f);
- d) employees who are primarily employed in a confidential capacity affecting the terms and conditions of employment for Ontario Hydro staff;
- e) employees whose full-time duties are security work;
- f) employees who are members of a profession entitled to practice in Ontario and who are employed in a professional capacity where the Ontario Labour Relations Act excludes such persons from coming under the Act by virtue of their profession."

2.0 Clarity Notes

For the purposes of clarity, the bargaining unit set out above:

2.1 Includes:

- a) All regular, probationary, part-time and temporary employees whose functions are included in the classifications paid from Salary Schedules 01, 02, 04, 05, 07, 08, 09, and 18; and
- b) All employees paid from Salary Schedule 13 (Nurses), Salary Schedule 03 (System Control Operators) and Salary Schedule 06 (Helicopter Operator Supervisors), except employees excluded by virtue of 1.0 of this agreement, will be entitled to vote to determine if they wish to be represented by the Society. If the majority of eligible employees voting on any schedule vote in favour of being represented by the Society, eligible employees on that schedule will be represented by the Society. The vote will be conducted by the Society and Ontario Hydro by secret ballot.

2.2 Excludes employees in accordance with 1.0 (c) above as follows:

- a) M&P (Schedule 01) - in salary classification MP4 (or higher) rated by the Plan A Point System of Job Evaluation January 1988 ("Plan A"), or its equivalent, carrying "Nature of Supervision" Degree 4 (or higher) or its equivalent and "Numbers Supervised" Degree 3 (or higher) or its equivalent who normally supervise other Society represented employees.
- b) FM&P (Schedule 02) - who normally supervise other FM&P employees and who normally supervise at least seven (7) employees directly or indirectly.
- c) TMS and TS (Schedules 08 and 07) - who normally supervise other TMS or TS positions and who normally supervise at least seven (7) employees directly or indirectly.
- d) OSS (Schedule 05) - who normally supervise other OSS positions and who normally supervise at least seven (7) employees directly or indirectly.
- e) Supervising Electrical Inspectors (Schedule 09) - who normally supervise other SEI positions and who normally supervise at least seven (7) employees directly or indirectly.
- f) Area Managers.

2.3 Excludes employees in accordance with 1.0 (d) above as follows:

- a) Employees paid from Salary Schedule 01 rated under Plan A as having "Staff Responsibility" Degree 4 (or higher) or its equivalent and MP6 employees as having "Staff Responsibility" Degree 3 (or higher) or its equivalent.
- b) Employees in the Executive Office.
- c) Employees in the Office of the General Counsel and Secretary including the Law Division except Corporate Official Records Analysts.
- d) Positions currently listed in Agreement RS-1 dated October 11, 1990.
- e) Human Resource trainee positions on Schedule 04.

3.0 The grievance and arbitration procedure may be used to challenge any unreasonable, arbitrary or bad faith action taken by Ontario Hydro which results in the exclusion of any employee or position from the bargaining unit.

4.0 Arbitration

4.1 Future contract negotiations disputes shall be resolved by binding arbitration in accordance with Section 38 of the Ontario Labour Relations Act and the negotiating process for resolving such disputes shall be set out in full in the collective agreement.

The dispute resolution process shall be mediation-arbitration using the same individual as both the mediator and arbitrator.

The mediator-arbitrator shall consider the following issues as relevant to the determination of the award on monetary issues:

- a) a balanced assessment of internal relativities, general economic conditions, external relativities;
- b) Ontario Hydro's need to retain, motivate and recruit qualified staff;
- c) the cost of changes and their impact on total compensation;
- d) the financial soundness of Ontario Hydro and its ability to pay.

A mediator-arbitrator shall have the power to settle or decide such matters as are referred to mediation-arbitration in any way he/she deems fair and reasonable based on the evidence presented by representatives of Ontario Hydro or the Society in light of the criteria in items (a) to (d) and his/her decision shall be final and binding.

4.2 The parties will hereby undertake to develop appropriate internal comparisons, an external community for comparison and criteria for measuring total compensation by no later than September 1, 1992 and failing such agreement either party may refer the outstanding differences to an arbitrator for a final and binding decision. This undertaking and its referral to arbitration shall be enforceable under the Arbitrations Act.

5.0 No Strike/No Lockout

The collective agreement will recognize that the Society, employees within the scope of the bargaining unit, and the Corporation are pledged to the effective and efficient operation of Ontario Hydro and that they pledge themselves, individually and collectively, to refrain from taking part in strikes, lockouts or sympathy strikes and other interference with work or production as long as the terms and conditions in section 4.0 continue.

6.0 Supervisory Employees

For the purposes of section 9.0, the parties agree that Supervisory positions are those that are not excluded under section 1.0 above and that satisfy the following criteria:

- a) Employees on Salary Schedule 01 who have under Plan A "Nature of Supervision" Degree 3 (or higher) or its equivalent;
- b) Employees on Schedules 07, 08, 02, 05 and 09 on condition they normally supervise other employees.

7.0 Enforcement

The primary method of enforcement of this agreement shall be pursuant to the grievance and arbitration provision of the parties' collective agreement. However, should the collective agreement not be in operation or applicable to the dispute, either party shall have the right to refer to final and binding arbitration any differences between the parties arising from the interpretation, application, administration or alleged violation of this Voluntary Recognition Agreement, including any question as to whether a matter is arbitral.

The arbitrator shall have all of the powers of an arbitrator pursuant to section 44 of the Ontario Labour Relations Act or the Arbitrations Act as the case may be.

Subject to the conditions of this Agreement, if a mediator or arbitrator is not appointed within 30 days of a matter being referred to mediation and/or arbitration, either the Society or Ontario Hydro shall have the right to refer the matter to the Minister of Labour or the Chief Justice of the Ontario Court of Justice and the Minister or Chief Justice shall appoint a mediator and/or arbitrator.

8.0 Selection of Mediators and Arbitrators

Mediators and arbitrators shall be selected from a list of mutually acceptable persons which are to be set out in the collective agreement and the costs of using them will be shared equally by Ontario Hydro and the Society.

9.0 Duration

The agreement shall come into effect on the date of ratification and shall remain in effect thereafter except for section 4.0 and 5.0 which may be terminated by written notice by either party not less than six months prior to the expiry of the collective agreement in operation on January 1, 2001 or any subsequent collective agreement. In the event that the Society provides notice of termination of sections 4.0 and 5.0, Ontario Hydro may require that the supervisors defined in this agreement form a separate bargaining unit for which the Society shall be recognized as the bargaining agent and for which there shall be a separate collective agreement. In addition, the Society shall continue to be recognized as the bargaining agent for non-supervisory staff defined in this Voluntary Recognition Agreement. Disputes on the identification of supervisors shall be submitted to a mutually-acceptable arbitrator for settlement. If the parties fail to agree to appoint an arbitrator, either party may refer the matter to the Minister of Labour or the Chief Justice who shall appoint an arbitrator. If Ontario Hydro provides notice of termination of sections 4.0 and 5.0, it shall continue to recognize the Society as representing all employees in one bargaining unit per this Voluntary Recognition Agreement and ensuing collective agreements.

In the event that either party desires to amend this agreement on or after January 1, 2001, it must notify the other party in writing not less than six months prior to the expiry of the collective agreement in effect on January 1, 2001 or thereafter six months prior to the expiration of any subsequent collective agreement. In such circumstances the parties will have the right, if either party so chooses, to appoint a mutually-agreeable mediator for the purpose of reaching a settlement of the issues and where there is mutual agreement the mediator shall arbitrate outstanding matters in dispute.

Notwithstanding the above, the parties may mutually agree to amend this agreement at any time.

10.0 Federal Jurisdiction

In the event that nuclear workers are found to be covered under the Canada Labour Code and the Society applies to represent these employees, Ontario Hydro will not oppose certification for any employee represented by the Society under this agreement.

11.0 Ratification

The Society Executive recommends acceptance of this agreement to its members and the agreement shall become effective upon the date of ratification. Persons eligible to vote will include all employees who will be represented by the Society under this Voluntary Recognition Agreement. The vote will be conducted by secret ballot.

12.0 Effective upon the date of ratification or as soon as reasonably practical, Ontario Hydro undertakes to make available to those employees excluded under 1.0(c) and 1.0(d) an enhanced Redress Procedure for Management Function staff, which includes the right to representation of their choice, and as a final step in the process, to binding arbitration by an external third party acceptable to the employee and to Ontario Hydro.

13.0 Until the terms of a first collective agreement are reached, Ontario Hydro agrees to adhere to the terms and conditions of employment found in the existing Master Agreement, Subsidiary Agreements and Memoranda of Understanding with respect to the agreed upon bargaining unit. Applicable sections of the Manual of Human Resources Policies and Procedures will act as a supplement to the aforementioned joint documents.

14.0 Effective the first month following the date of ratification, Ontario Hydro shall deduct dues from each employee in the unit and remit this amount to the Society forthwith.

This agreement was arrived at with the assistance of and under the auspices of George Adams as mediator.

[signed by C. Cragg for W. Hirst (Society) and W.S. O'Neill (Ontario Hydro), November 13, 1991.]

Schedule A

Memorandum of Understanding for a Framework Agreement

Ontario Hydro and the Society of Ontario Hydro Professional and Administrative Employees agree as part of the Voluntary Recognition Agreement to be found by the following principles and practices and agree that the negotiation and operation of all collective agreements ensuing from the Voluntary Recognition Agreement will be in accordance with this memorandum unless otherwise mutually agreed.

1.0 Society Interests vs. Corporate Interests

The object of this agreement is to promote harmonious relations between employer and employees consistent with the preamble of the Ontario Labour Relations Act and in recognition of the need for the successful accomplishment of the public purposes for which Ontario Hydro has been established as set forth in the Power Corporation Act and enunciated in the Corporate Direction.

The objective of the parties is to facilitate the peaceful adjustment of salaries and benefits, working conditions, issues of fair treatment, all disputes and grievances, and to prevent inefficiencies and avoidable expenses and to reduce unnecessary delays.

Ontario Hydro's mission is to contribute to the enhancement of the quality of life of the people of Ontario by serving their energy needs. The Society's mission is to strive to ensure the best rewards, career opportunities and working conditions for its members. The Society recognizes a responsibility for providing an essential service to the people of Ontario and in working towards the continued viability and continuity of Ontario Hydro as the provincial electrical utility. Both parties recognize the fundamental importance of service to the Corporation's customers.

The parties recognize that situations may arise where their missions, objectives, or actions come into conflict. These conflicts may impact on the bargaining unit and particularly on supervisory employees represented by the Society. The parties agree that supervisors will be able to participate fully as members and perform supervisory responsibilities without fear of reprisal or recrimination by either party.

Provided nothing in this Framework Agreement is intended to interfere with the exercise of lawful economic sanctions by any member of the bargaining unit or bargaining units as the case may be or by the Society itself should either party to the agreement elect to terminate sections 4.0 and 5.0 of the Voluntary Recognition Agreement.

2.0 Collective Agreement

The collective agreement between the parties will include sections 1.0, 2.0, 3.0, 4.0, 5.0, 6.0, 8.0 of the Voluntary Recognition Agreement, in addition to section 1.0 of Schedule A and the principles set out in sections 3.0 to 7.0 as noted below.

3.0 Supervisory Employees - Code of Ethics

Ontario Hydro agrees to include supervisory employees in the bargaining unit on the condition that the parties recognize that supervisory employees will continue to exercise key functions in the control and operation of Ontario Hydro. As members of Ontario

Hydro's managerial staff, supervisors use judgment to express and make operative the decisions of Management. They are responsible for fostering a healthy work environment. The parties recognize the responsibility of supervisors to discharge their supervisory duties in good faith. The Society and Ontario Hydro will identify, minimize and/or avoid the conflicts/perceived conflicts of interest that may arise concerning the relationship between supervisors, the Society and Ontario Hydro.

It is recognized that supervisory employees may be disciplined for failure to act in good faith as a representative of Management and fulfilling their responsibilities including abuse of supervisory position and breach of trust.

3.1 Grievance Procedure

The collective agreement will have a grievance procedure which will recognize:

- access by either party for disputes arising from the administration of the Collective Agreement and from the application of section 1.0. If such disputes proceed to arbitration, the arbitrator will consider the principles contained in section 1.0;
- the role of supervisors in resolving disputes before they reach the formal procedure;
- that the Society agrees not to discriminate against supervisors who represent Management in Society grievances;
- that the Society will exclude supervisors directly involved in a particular grievance from the decisions on the referral of the grievance through the formal process;
- that supervisors will not act on behalf of the Society in matters associated with a particular grievance where the grievance has been lodged by another member(s) who reports to the particular supervisor.

4.0 Representation on Corporate Committees

The collective agreement will recognize the roles and responsibilities of appointees to committees and task forces, i.e., as a representative of Management on the one hand, and the Society, on the other. When an employee represented by the Society is appointed by Management, his/her responsibility is to Management. When he/she is appointed by the Society, his/her responsibility is to the Society. This role distinction should be made clear at the time of appointment. Notwithstanding the above, and in keeping with section 3.0, Management will endeavour to appoint its representatives having regard to the Society's interests in effective representation.

5.0 Selection of Supervisors

The collective agreement will incorporate the existing practices for selecting the "best qualified candidate" in filling supervisory positions.

6.0 Membership in the Society

The Society agrees to permit members to withdraw membership in the Society.

7.0 Dues Deduction (Rand Formula)

The collective agreement will provide for Society dues, as prescribed by the Constitution, or an equivalent amount, to be deducted monthly (or more frequently if agreed) by Ontario Hydro by compulsory payroll deductions from all Society-represented employees and to be forwarded to the Society on their behalf with a list of appropriate employee information.

The Society confirms it will respect the provision of section 47 of the Ontario Labour Relations Act with respect to bona fide religious convictions or beliefs.

(signed by C. Cragg for W. Hirst [Society] and W.S. O'Neill [Ontario Hydro], November 13, 1991)

Appendix V- Re: Peak Demand Hour Arrangements

The following are definitions and guidelines for the implementation of peak demand hour arrangements.

Definitions

Normal Work Week: For purposes of this Article, a normal work week will mean the total of the standard hours normally worked during a pay period, outside of the peak work load periods.

Normal Hours: Normal hours worked outside of a peak work load period (as per Article 70).

Peak Work Load Period(s): One or more periods during the year in which the expected magnitude or nature of the work to be performed reasonably requires employees to work more than their normal work week, and/or hours different from their normal hours. Peak work load periods may be the result of a need to minimize equipment downtime, or other factors which are expected to occur every year.

Peak Demand Workers: Employees who are likely required to work more than their normal work week, and/or hours different from their normal hours during peak work load periods, and less than their normal work week during other periods of the year.

Intent

- a) Peak demand workers may be required to work normal hours, or scheduled hours on a work and/or shift schedule which are different from their normal hours, and which, in total, may exceed their normal work week during peak work load periods. Scheduled hours worked in excess of the normal work week will be “banked” and taken as time off (consistent with the conditions outlined in this Appendix), during periods of the year when the work load may not require all of the normal hours available.
- b) Work and/or shift schedules, and all other administrative matters regarding the hours of work for peak demand workers will be determined within the business unit, subject to the conditions contained in this Appendix.
- c) The design of work and/or shift schedules and other hours of work arrangements will give consideration of the requirement to perform work in the most effective, efficient and safe manner.
- d) The design of work and/or shift schedules and other hours of work arrangement will give consideration of the need to maintain good working relationships within the affected group and the relativity to other employees not covered by this Appendix.

Conditions

- a) The peak work load periods will be declared prior to the start of the year for the entire year. The declared peak work load periods for the year will not be less than four weeks’ cumulative duration (or normal conditions for the employee will apply). The declared peak work load periods will not exceed 26 weeks of the year cumulative duration. For purposes of this Appendix, the year may be any designated fiscal year which will not be changed for the work group once established.
- b) Peak demand workers may be assigned to normal hours, work and/or shift schedules that average more than the normal work week during the declared peak work load

periods. Other articles in this collective agreement regarding shift work, hours of work, and standard hours do not apply during declared peak work load periods, except:

- Articles 60.3, 61.4, 62.2 and 62.3 regarding shift allowance for work schedules on weekends, and nights; and
 - special conditions for 12 hour shifts as per Article 62.6.
- c) Management will strive to provide at least seven days' notice of an assignment to a work or shift schedule that requires work outside of normal hours during the declared peak work load periods. However, any hours worked outside of normal hours without at least three days' notice will not be considered scheduled work for purposes of this Appendix.
- d) Work performed outside of scheduled hours is overtime and will be compensated at the appropriate overtime rate(s).
- e) During the declared peak work load periods, an amount equal to the number of scheduled hours worked each week in excess of the normal work week will be "banked". The banked time will be taken as time off at straight time during times of the year outside of the declared peak work load periods, subject to meeting work requirements. When possible, the time off will be scheduled by mutual agreement between the employee and Management. If work requirements have prevented an employee from taking his/her "banked" time off, the time remaining will be compensated as follows: for positive balances in the time bank remaining at the end of the year, the employee will receive payment at time and one-half for 50% of the hours and double time for the balance.
- f) An employee's base wages will be maintained throughout the year, regardless of the number of scheduled hours worked per week during the declared peak work load periods, or hours taken off at straight time from the time balance "bank" during other periods of the year.
- g) The design of work and/or shift schedules used during the declared peak work load periods will be flexible to meet work requirements and consistent with the limitations of the appropriate legislation. Specific rules to be adopted for the design of work and/or shift schedules for peak demand workers may include:
1. The length of a scheduled shift or extended work day cannot exceed 12 hours.
 2. No more than 48 hours of work may be scheduled (i.e., exclusive of overtime) in a week.
 3. The start of a scheduled shift or work period must be at least 24 hours following the start of the previous scheduled shift or work period.
 4. At least eight hours of time off will be provided between work periods including overtime.
 5. Although the content, preparation, costing and administration of work and/or shift schedules is the sole responsibility of the corporation, the preference of the majority of peak demand workers to be assigned in the affected work group will be considered in designing the work and/or shift schedule.
 6. Every attempt will be made to assign employees from those in the appropriate work group, to a work and/or shift schedule under this Appendix, on a voluntary basis. However, in the absence of sufficient qualified volunteers, the corporation may assign specific individuals to perform the work.

Appendix VI - Guidelines for Applying Burkett Overtime Award

As a result of continuing questions concerning the Burkett overtime award, the Society and Ontario Hydro have agreed to issue these guidelines to assist local representatives in interpreting this award.

Employees found eligible for compensation under this award are entitled to receive compensation equivalent to PWU overtime premiums for all overtime worked, retroactive to January 1, 1993. This entitlement applies to all PWU overtime premiums, including double time Saturdays, double time for all work performed outside of their first four clock hours after normal quitting time Monday to Friday inclusive and minimum payments for emergency and scheduled overtime. It does not apply to travel time outside of normal scheduled hours.

To determine compensation eligibility under this award:

First, determine which employees are eligible to receive the PWU equivalent overtime premium. A list of eligible employees should be developed locally using the statement of intent in Part A and the employee eligibility guidelines set out in Part B. Local Society representatives should be involved in developing the list of eligible employees to minimize the possibility of disputes.

Second, decide whether an employee deemed eligible in step one will be compensated with PWU equivalent overtime premiums on an on-going or on an assignment-by-assignment basis. This decision is Management's prerogative. If the decision is made to compensate on an assignment-by-assignment basis, the guidelines set out in the statement of intent in Part A and the guidelines in Parts C and D should be followed to determine when an eligible Society-represented employee qualifies to receive the applicable PWU equivalent overtime premium. Local Society representatives should be involved in the development of local adaptations of these guidelines to ensure fair and consistent employee treatment and to minimize disputes.

Part A - Intent of the Award

The intent of the award is to correct the internal "relativity rub" that arises when Society-represented staff are required to directly supervise or work beside PWU-represented employees performing overtime work in a field environment or facility while receiving less providential overtime provisions than these employees. It is not intended to address internal relativity problems other than those that specifically arise when members of both employee groups work overtime.

Part B - Conditions of Employee Eligibility

1. The following conditions must be satisfied before an employee is eligible to receive award compensation:
 - a) an employee must work in a field environment/facility (=“field condition”);
 - and
 - b) he/she must directly supervise or work beside PWU-represented employees (=“interface condition”).

2. To meet the “field condition”, an employee must be “directly involved in the operations, maintenance or construction of production, transmission, or distribution facilities”.
3. “Head office” refer to non-production, non-transmission or non-distribution facilities and, as of January 1, 1993, includes the following locations: 700 University, 393 University, Murray Street, College Park, Place Nouveau and the Atrium. When performing overtime work at these locations, employee do not meet the “field condition”. Local Society and Management representatives should assess whether or not employees, when performing overtime work at other locations, meet the “field condition” on a case-by-case basis, by examining the nature of the employee’s work in light of the statement of intent in Part A and the guidelines contained in this section. In the event of disagreements, the matter should be referred to the Issues Team.
4. Employees whose regular work headquarters are “field” locations (i.e., those *not* included under guideline #2 above) and who train PWU-represented staff meet the “field condition”. Employees who satisfy this condition include those who work at the Orangeville C&D Centre and the Nuclear and Thermal training centres.
5. Employees whose overtime work at their regular work headquarters does not meet the “field condition” (e.g., head office staff) shall be deemed to meet this condition for overtime work performed at “field” locations when they directly supervise or work beside employees involved in the operation, maintenance or construction of production, transmission or distribution facilities (e.g., research, telecommunications or information systems work performed at stations).
6. Employees “work beside” PWU-represented staff if they work at the same time as PWU-represented staff on the same projects/task assignments and this is a normal feature of their work and necessary to carry out their job responsibilities (e.g., P&C Engineers). To determine employee eligibility in this regard, the nature of the Society-represented employee’s job responsibilities, rather than the frequency of his or her actual contact with PWU-represented staff, should be the primary consideration.

Part C - Conditions That Trigger Award Compensation

(Management has the discretion to compensate employees who are deemed eligible under Part B above with the equivalent to PWU overtime premiums on an on-going or on an assignment-by-assignment basis. If Management chooses to compensate on an on-going basis, the sole condition that must be satisfied for award compensation to trigger is the eligible employee’s performance of overtime work. If Management chooses to compensate on an assignment-by-assignment basis, then the guidelines below apply. NB. An individual guidelines does not stand alone: all conditions set out in this Part must be satisfied before an eligible employee qualifies for award compensation.)

1. Both the Society-represented employee and the PWU-represented employee whom he/she supervises or works beside must be on overtime. Example: if a Society-represented employee who normally works days Monday to Friday works on a Saturday with a PWU-represented employee who is working on his/her normal scheduled shift (and does not work beyond the scheduled hours), the Society-represented employee does not qualify for award compensation.
2. Award compensation applies to the period of time when the Society-represented employee is “rubbed” by an unfavourable overtime premium differential. Example: if a Society-represented employee who normally works days Monday to Friday works on a Saturday

from 7:00 am to 3:00 pm with a PWU-represented shift employee (for whom the Saturday is a scheduled work day) whose shift ends at 7:00 am but who continues to work (on overtime) until 3:00 pm, the Society-represented employee qualifies for double time from 11:00 am until 3:00 pm, i.e., when the PWU-represented employee received double time for overtime work.

3. The presence of a Society-represented employee for the overtime in question must be necessary for the work to progress (i.e., if the employee was not there, then the task could not proceed). In most cases, this condition is met if the other conditions set out in the Part are also satisfied.
4. A direct supervisory or "working beside" interface must exist between Society-represented and PWU-represented employees during the overtime in question. The mere presence of a PWU-represented employee on overtime at the same location and at the same time as a Society-represented employee is working overtime does not trigger the award. Example: if a number of eligible Society-represented supervisors work overtime at the same time as PWU-represented employee works overtime, only the supervisor to whom the PWU-represented employee reports during the overtime in question qualifies for award compensation.

Part D - Clarifications

1. Even if only one PWU-represented employee is on overtime for a particular assignment, and the other (PWU-represented) members of his/her crew or task group are not, assuming the other conditions are met, the Society-represented employee on overtime with him/her qualifies for award compensation.
2. Normal shift turnover work of less than 30 minutes does not qualify for coverage under this award, but rather is compensated in accordance with Article 62 ("Shift Turnover") in the Collective Agreement. Shift turnover work of 30 minutes or longer performed outside of normal working hours, however, as well as work other than shift turnover work an employee is required to perform prior to normal starting time are eligible for compensation under this award provided that: a) the employee directly supervises or works beside a PWU-represented employee; and b) both are on overtime; and c) an overtime premium rub exists.

(dated February 28, 1994)

Appendix VII - Default Units of Application

(See Article 64.10.1.5)

<i>Divisions (Default)</i>	<i>Business Unit (Default)</i>
<ul style="list-style-type: none"> <i>*Network Operating</i> <i>*Project Development & Engineering & Project Management</i> <i>*Asset Management/Network Development</i> <i>*Information Systems Division</i> <i>*Construction</i> <i>*Telecom</i> 	<ul style="list-style-type: none"> <i>Planning & Operating</i> <i>Engineering & Technology</i>
<ul style="list-style-type: none"> <i>*Remote Communities</i> <i>*Stations/CMS</i> <i>*Forestry</i> <i>*Lines</i> <i>*Technical Services/Quality Assurance & Operations Support</i> <i>*Health, Safety & Environment</i> 	<ul style="list-style-type: none"> <i>Remote Communities</i> <i>Operations & Maintenance</i> <i>Health, Safety & Environment</i>
<ul style="list-style-type: none"> <i>*Finance (Corporate Finance, Treasury & Risk, Audit, Business Planning, Pensions, Regulatory Affairs, Corporate Tax, Outsourced Services)</i> <i>*Facilities & Real Estate</i> <i>*TWE</i> <i>*Supply Chain</i> 	<ul style="list-style-type: none"> <i>Shared Services</i>
<ul style="list-style-type: none"> <i>Customer Service</i> 	<ul style="list-style-type: none"> <i>Customer Service</i>
<ul style="list-style-type: none"> <i>Corporate Relations</i> 	<ul style="list-style-type: none"> <i>Corporate Relations</i>

**Appendix VIII - Side Letters
1999-2000 Negotiations**

December 4, 1998

Mr. John Wilson, President
The Society of Ontario Hydro Professional and
Administrative Employees
525 University Avenue, Suite 630
Toronto, Ontario
M5G 2L3

Dear Mr. Wilson:

This will confirm certain understandings reached during collective bargaining, concerning the Pension Plan:

- a) The employees represented by the Society constitute a separate class within the Ontario Hydro Pension Plan;
- b) The committee established as a result of the Memorandum of Settlement for the 1997-1998 Collective Agreement shall continue to have access to reasonable pension plan and pension fund information, which shall include reasonable information related to the allocation and transfer of pension funds from the Ontario Hydro Financial Corporation Pension Plan to a successor pension plan as contemplated by S. 100 of the *Energy Competition Act*. Prior to its publication, the committee will review any brochure, which provides a summary of the pension plan and any specific provisions and entitlements of the Society pension class;
- c) In the event of a division of the Ontario Hydro Pension Plan into two or more successor pension plans, the provisions of this letter are applicable in respect of each successor pension plan.
- d) The employer confirms it remains responsible in respect of all rights and benefits under Article 88 of the Collective Agreement.

Yours truly,

Steve Strome
Vice President, Labour Relations,
Compensation & Benefits

December 4, 1998

Mr. John Wilson
President
The Society of Ontario Hydro Professional and
Administrative Employees
525 University Avenue, Suite 630
Toronto, Ontario
M5G 2L3

Dear Mr. Wilson:

Hiring Hall Agreement

This letter will confirm the intent behind the Hiring Hall Agreement (“Appendix”), as previously communicated by Richard Sogawa.

During the negotiations the Management Team guarded against impacts on Society positions by ensuring that:

- The position of Sub-Foreperson aligned with the PWU UTS III position;
- The position of Foreperson aligned with the PWU UTS II position;
- The position of Senior Foreperson aligned with the PWU I position;
- PWU members acting as General Forepersons (those which are Society positions) can only do so for less than 3 months. After that time they must become Society dues paying members.

Yours truly,

Steve Strome
Vice President, Labour Relations,
Compensation & Benefits

Appendix IX -**Designation of "Society Representative" Contact Persons/Decision-makers
in the Society-Hydro One Collective Agreement**

February 15, 2013

**Mr. Jon Rebick
Vice-President Labour Relations
Hydro One**

Dear Jon:

As you are aware, the Society-Hydro One collective agreement contains numerous references to "Society Representative" or "local Society Representative" as the Society contact person and/or approval authority for the administration of various processes under this agreement without specifying whether the reference is to the local Society Delegate or to the applicable Society Unit Director (e.g. Section 65.3). In some cases, this has led to confusion for local line management and to misunderstandings between the parties.

To avoid these problems in the future, this is to provide Hydro One with formal notice that in all cases references to "Society Representative" or "local Society Representative" as the Society contact person/decision-maker in the collective agreement should be read as referring to the applicable Society Unit Director unless the Society Hydro One LVP or the applicable Society Unit Director has provided the employer with written notice to the contrary for specific circumstances.

Please note that this designation in no way diminishes or detracts from the entitlements of Unit Directors and/or other Society representatives under the collective agreement including, but not limited to, in Articles 39, 88, 91 and 93.

If you have any questions or wish to discuss this matter further, please do not hesitate to contact me. Thank you.

Sincerely,

**Keith Rattai
Society Local VP-Hydro One**

PART XVI - LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING #1

Re: Society-MCP Boundary Issues

Intent

This LOU seeks to clarify employee rights during the operation of Article 64 related to positions at or near to the boundary between the Society and **MCP** and provide an equitable means for employees to participate in competitions or a mix and match and follow their work where it has been transferred in or out of the Society's jurisdiction as a result of a reorganization. It is not intended to provide enhanced employment continuity rights in comparison to employees whose work has not changed jurisdiction.

The Problem

1. Position X is in the old organization and is in the Society. The duties change very little in the new organization but the change is sufficient to alter the jurisdiction of the position (e.g., the span of supervision and control is expanded and there will be more Society direct reports).

Under the current rules the Society-represented employees currently in position X will not be permitted to compete for the position in the new organization during a mix and match.

2. There is a converse of 1. Position Y is currently excluded from the Society (i.e., **MCP**). In the new organization the position is substantially the same but the jurisdiction of the job will move to the Society's jurisdiction. Once again, the change is minimal (e.g., there is reduced supervision and fewer or no Society direct reports).
3. Position Z is being formed in the new organization. It appears that it will be excluded/included but there is uncertainty about some factors (e.g., the number of direct reports). Therefore, the jurisdiction is uncertain and may eventually change.

In this case, Management could make an arbitrary designation as excluded and the Society could challenge the designation later. If Management were to do this, then the Society-represented employees would not be able to compete for the position during a mix and match process. If the ultimate jurisdiction was within the Society, it could be that the selection process would have to be repeated.

If Management were to designate the position as included in the Society then **MCP** would be excluded from a mix and match process. A similar result could occur, if the jurisdiction were to subsequently change.

The Solution

A joint process for identifying positions X, Y and Z will be established as follows:

1. Management will identify the X, Y and Z positions and identify the employees who could be adversely affected. The Society will have approval/veto rights. (Note: This is intended to ensure X, Y and Z positions are legitimate and not intended to increase the opportunities for **MCP** employees or reduce the opportunities for Society represented employees to exercise their seniority rights in the mix and match process.)
2. Category X - These positions will be filled in the **MCP** mix and match or advertised Hydro One-wide using the normal vacancy process if not filled in the mix and match. Society

represented employees identified under paragraph 1 will be treated equally to **MCP** employees during a mix and match but may only be selected for Position X. If the position is advertised Hydro One-wide then the employee will be treated preferentially (i.e., be granted the same priority as surplus **MCP**) for the specified position only. If the employee is not selected, then the employee can exercise all of his/her normal rights under Article 64. Where the employee is not selected for the position, the Society and the employee will be advised of the selection criteria and provided with reasons for non-selection.

3. Category Y - These positions will be filled in the Society mix and match or advertised Hydro One-wide using the normal vacancy process if not filled in the mix and match. **MCP** employees identified under paragraph 1 will be treated equally to Society employees during a mix and match but can only be selected providing they meet the senior qualified criteria for Position Y (i.e., such employees cannot be placed in any other position or displace Society-represented employees). If the position is advertised Hydro One-wide, then the employee will be treated preferentially (i.e., be granted the same priority as surplus Society) for the specified Y position only. If the employee is not selected, then the employee will be treated similarly to other **MCP** staff in all other respects and have no additional rights.
4. Category Z - The parties will attempt to reach consensus on the jurisdiction of the position based on all available information (which will include an organization chart showing reporting relationships, selection criteria, and description of duties) prior to the selection process. Where consensus is not reached, Management will determine the jurisdiction and the Society will have the right to grieve.
5. The rights of the Society to grieve the jurisdiction of positions are unaffected by agreements reached under this process.
6. This Letter of Understanding expires March 31, **2016**.

(**Original version** signed by Steve Strome for Hydro One and Keith Rattai for the Society, January 2003. **Revised to update acronyms effective April 1, 2013**).

LETTER OF UNDERSTANDING #2
Re: Expediting Redeployment Grievances
and Arbitrations

The undersigned Parties agree as follows:

Complaint and Grievance Procedure

1. This agreement applies to grievances arising from the administration of Employment Continuity provisions of the Collective Agreement (Article 64.1.2), including the redeployment process in each Unit of Application, non-selection to positions in the mix and match and non-selection of employees entitled to priority placement in the search/notice period, and to decisions of JROTs.
2. Except as specified in this agreement, all provisions and practices established in relation to the Complaint and/Grievance/Arbitration Procedure apply to these grievances.
3. An employee's complaint must be submitted no later than 20 working days after completion of the Mix and Match, e.g. final approval of the JRPT Second Report or equivalent, the JROT decision, or the selection process that includes the decision he or she feels is unfair.
4. At Step 1 of the grievance procedure, the Society will submit complaints within the scope of this agreement to the relevant JRPT, JROT, and/or line management through Labour Relations Strategy Division. Management and The Society will be given 10 working days to attempt to resolve the grievance. The Society's position on the grievance is not prejudiced by that of Society members of JRPTs or JROTs.
5. Failing resolution at Step 1, The Society may advance the grievance to Step 2 of the grievance procedure within a further 10 working days.
6. The Parties will appoint regular and backup members to at least one Standing Redeployment Grievance Team, which will act as a Second Step Grievance Committee according to the terms of the Collective Agreement. The Committee will meet within ten days of a grievance being filed to attempt to resolve the grievance.
7. Failing resolution at Step 2, The Society may refer the grievance to arbitration within 20 working days. The Parties will designate and retain one arbitrator for grievances under this agreement.

Arbitration

8. The parties will review case by case the appropriateness of the following expedited arbitration process for grievances arising from the Expedited Redeployment Grievance process.
9. Mr. Joseph W. Samuels, or another arbitrator acceptable to the parties, will be retained as arbitrator for Employment Continuity grievances and he will be asked to deal with agreed-upon cases according to the terms of point 10, below. The arbitrator shall control the proceedings and retain jurisdiction to require further submissions of fact or argument as he deems necessary to determine the matter.
10. The expedited arbitration process will require the following:
 - ◆ each grievance can be heard on one day, more than one grievance may be scheduled per day subject to the arbitrator's direction.

- ◆ the parties will prepare and sign a Joint Statement of the facts giving rise to the dispute, the facts in dispute (to the extent practicable), and any agreement as to the issues to be decided by the arbitrator. The Joint Statement must be developed prior to scheduling the hearing date.
 - ◆ each party will present three copies of a Case Statement at the outset of the hearing. The Case Statement will state the issues to be determined, the facts on which the party relies, and a summary of the position of the party, supported by documentary exhibits and references to the Collective Agreement, jurisprudence or other authorities.
 - ◆ witnesses may be called where the arbitrator rules that there is a material factual dispute and determines which parts of the evidence sought to be called appear relevant and material to the determination of the grievance. Witnesses will be under oath and subject to examination and cross-examination.
 - ◆ oral argument will be limited to the position of the party set out in the Case Statement and the rebuttal of the other party's argument.
 - ◆ the arbitrator will determine the matter as soon as possible, with a written decision issued to the parties within ten working days of the hearing date. Failure to meet a time limitation under this process will be deemed a technicality that does not invalidate the proceedings or the award.
11. Where the parties do not agree that a case is appropriate for this procedure, it will be dealt with by the same arbitrator as a conventional referral to arbitration.

(signed by B.R. Story and M. Germani - June 13, 1995)

LETTER OF UNDERSTANDING #3**Re: First Line Management Supervisory Positions (TMS)**

The parties agree to maintain commitments with respect to the jurisdiction of First Line Management Supervisory positions (TMS) as set out in the following Letters of Understanding, which are in other respects terminated as complete:

- (a) Implementation of the Retail Systems Agreement (August 16, 1995);
- (b) The Implementation of the Grid System Agreement on TMS (January 30, 1996);

(Signed by Steve Strome for Hydro One and John Cameron for the Society, March 2001).

LETTER OF UNDERSTANDING #4**Re: Allocation of Society Staff to Ontario Hydro Successor Companies**

All employees of Ontario Hydro on payroll at December 2, 1998 were allocated to the successor companies/bargaining units: OPGI Non-Nuclear, OPGI Nuclear, OHSC (*now Hydro One*), IMO (*now IESO*), ESA.

In certain cases, one successor company/bargaining unit ("service provider") continued to provide a service to one or more successor companies/bargaining units ("service recipient"), after the de-merger of Ontario Hydro (April 1, 1999). In these situations, management determined the number of FTEs required to provide the service, in consultation with the Society.

The employees allocated to positions providing the service shall be subject to the following:

1. If the service arrangement is later terminated, a number of employees equivalent to the number of FTEs identified above shall be allocated to the service recipient on the basis of seniority and preference, subject to work unit viability and reasonableness as in paragraph 2 above.
2. An employee who does not wish to resign employment with the service provider may remain with the company/bargaining unit subject to applicable redeployment provisions of the Society's Collective Agreement with that company/bargaining unit.
3. An employee who is offered a position under this subsection shall be entitled, as an employee of the service recipient, to relocation assistance on such terms as it exists in the collective agreement that applies to the receiving organization at the time of reallocation under this section.

(Original version signed by Steve Strome for Hydro One and John Cameron for the Society, March 2001. Revised to update acronyms effective April 1, 2013).

LETTER OF UNDERSTANDING #5

Re: Reclassification of 40-Hour FLM Jobs That Primarily Supervise Non-Trades

Without prejudice and without creating a precedent regarding any other matter, the undersigned parties agree as follows:

1. This Letter of Understanding is intended to address, on an interim basis¹, the problem of appropriately evaluating First Line Manager (FLM) jobs with regularly scheduled hours of work of forty hours per week that exclusively or primarily² manage³ non-tradespersons⁴ under the Trades Management Supervisor (TMS) job evaluation plan.
2. This agreement applies to incumbents in the Customer Service FLM, the Distribution FLM - Remote Communities Shift Manager jobs and FLM – Field Technical Services ("included jobs"). The incumbents in these jobs as of the date of signing of this agreement are listed in Appendix A. The Society and Hydro One may mutually agree to extend the application of this Letter of Understanding to other jobs consistent with the intent expressed in paragraph 1.
3. The included jobs will be reclassified MP4 and paid off of salary schedule 01 effective the date of signing of this Letter of Understanding. While these jobs remain on salary schedule 01, incumbents will have all rights under Plan A until such time as the parties have agreed on a replacement job evaluation plan.
4. Employees shall be given "point to point" (i.e., as if placed at the same performance standing at the MP4 salary grade) retroactive compensation for the period they were incumbents in the jobs listed in paragraph 2 between January 1, 1999 and the date of signing of the Letter of Understanding.
5. The regularly scheduled hours of work per week for incumbents in included jobs shall be 40 hours.⁵ For the purposes of these jobs only, salary schedule 01 applies to 40 hours per week. As a result, regularly scheduled hours between 35 and 40 hours per week will not be paid on a pro-rated basis.
6. Management shall expeditiously produce job documents for included jobs reflecting the changes agreed to in this Letter of Understanding. These documents shall provide management with the flexibility to assign incumbents to supervise different employee classifications (e.g., trades, clerical-technical, operators) as required. This provision is without prejudice to whether or not this reassignment creates an "adverse impact" within the meaning of Article 64 of the Collective Agreement.
7. Except as expressly modified by this Letter of Understanding, all provisions of the Collective Agreement shall continue to be applicable.
8. This Letter of Understanding shall remain in effect until the earlier of when the parties reach agreement of a new job evaluation plan (pursuant to Section 30.5 of the Collective Agreement) or December 31, 2000. If no agreement on a new job evaluation plan is reached by December 31, 2000, this Letter of Understanding shall continue in effect thereafter subject to termination by either party on 90 days' written notice.

- 1 "Interim" means until agreement is reached on a new job evaluation plan pursuant to Section 30.5 of the Collective Agreement.
- 2 "Primarily" means that normally more than 50% of time is spent managing non-tradespersons.
- 3 In this Letter of Understanding, "manage" is used in the context of the continuation of the jurisdictional commitments given in LOU #3.
- 4 "Tradespersons" means those recognized as such under the PWU-Hydro One Collective Agreement.
- 5 For the sake of clarity, Article 69 of the Collective Agreement ("Reduced Base Hours - 40 Hour Workers) applies to incumbents in these jobs.

(Signed by Steve Strome for Hydro One and John Wilson for the Society, July 14, 1999).

LETTER OF UNDERSTANDING #6

Re: Process for Updating the Hydro One Drug Formulary

A. New Drugs Requiring a Prescription By Law

1. New "generic substitutes" for "name brand drugs" already listed on the Formulary will automatically be added to the Formulary as soon as they are approved for use in Canada.
2. New "strengths/dosages/forms" for drugs listed on the Formulary will automatically be added to the Formulary as soon as they are approved for use in Canada.
3. Out-of-country drugs with the same chemical base as drugs listed on the Formulary will be covered on the same basis as their Formulary equivalent.
4. The Chief Physician (or other employer-designated decision-maker) shall review all drugs that have been newly approved for use in Canada and advise the employer whether the drug is commonly and customarily recognized throughout the physician's profession as appropriate in the treatment of a patient's diagnosed sickness, injury or condition. The employer will make all reasonable efforts to make this determination as soon as possible after the drug has been approved for use in Canada. When a drug is deemed by the Chief Physician (or other employer-designated decision-maker) to meet this criteria, the drug shall be added to the Formulary.
5. Any drug on the Formulary that is no longer approved for use in Canada will automatically be deleted from the Formulary effective the date federal approval is withdrawn.

B. Over-The-Counter (OTC) Products

1. A new OTC product that falls into the following categories:
 - (a) considered life sustaining;
 - (b) different strengths or repackaging of life sustaining products already on the Formulary (same product/same company);
 - (a) products already on the Formulary whose DINs may have changed as a result of a company takeover or reorganization shall be reviewed by the Chief Physician (or other employer-designated decision-maker). The Chief Physician (or other employer-designated decision-maker) will advise the employer whether: a) the OTC product is commonly and customarily recognized throughout the physician's profession as appropriate in the treatment of a patient's diagnosed sickness, injury or condition; and, b) Best Average Pricing (i.e. Manufacturer's wholesale price to the carrier) is available for the product. When the OTC product is deemed by the Chief Physician (or other employer-designated decision-maker) to meet this criteria, the product shall be added to the formulary.

When Best Average Pricing information is not available for an OTC product, a paper claim will be reimbursed subject to determination by the Chief Physician (or other) employer-designated decision maker) that there

is no reasonable alternative product on the existing formulary and that the product is commonly and customarily recognized throughout the physician's profession as appropriate in the treatment of a patient's diagnosed sickness, injury or condition.

C. MISCELLANEOUS

1. The Corporation agrees to provide the following to The Society: a full and complete copy of the list of new drugs approved for use in Canada, as received from the Carrier (usually monthly); a list of (prescription and OTC) items added to the Formulary (including, where applicable, what country it applies to); and, upon written request from The Society, a written rationale for not including a drug on the formulary
2. Notification of the employer's decision to not add a drug to the Formulary, and any ensuing discussion with respect to the employer's rationale for not doing so:
 - Shall not be deemed to trigger timelines under Article 16 of the Collective Agreement;
 - Shall be without prejudice to The Society's position with respect to whether the drug meets the "reasonable and customary" standard; and,
 - Shall not prejudice The Society's entitlement, or the entitlement of any Society-represented employee(s), to grieve the employer's decision at a later date.

Where a timely grievance is successful, reimbursement for a denied claim shall be limited to the date of claim and retroactive additions to the Formulary shall be limited to the date of claim denial.

3. The Corporation agrees to provide The Society with an electronic copy of the complete Drug Formulary on a regular basis (calendar year).
4. The Corporation agrees to install, and update on a regular basis, the complete Drug Formulary on the Intranet.

(Signed by Steve Strome for Hydro One and John Cameron for the Society, July 11, 2000).

LETTER OF UNDERSTANDING #7

Re: Hydro One Acquisitions

Without prejudice and without creating a precedent regarding any other matter, the undersigned agree as follows:

Hydro One Inc. is engaged in the acquisition of various Utility businesses. In most cases, Hydro One Inc. intends to integrate the work force of the Utility with the Hydro One Inc. work force. This Letter of Understanding will apply to all employees the Society represents after the acquisition of the Utility or part thereof.

1. Upon acquisition of the Utility, or part thereof, and where the Society represents the employees, Hydro One Inc. shall employ in the bargaining unit all employees of the Utility (the "employees") who would typically fit within the Society's recognition clause and shall intermingle such employees and the business of the Utility with its own employees and business. Hydro One Inc. shall provide the Society with Notification of the intent to transfer employees from the Utility to the Society's jurisdiction within Hydro One. A joint review of the employees' classifications shall be conducted to assess how they fit in the bargaining unit as soon as possible and before the transfer of these employees to Hydro One Inc.
2. Where employment or location protection has been provided as part of the sale agreement, these employees ("protected employees") shall have a protected period which is the period of time beginning when the protected employee commences employment with Hydro One Inc. and ending when the first of any of the following events occurs:
 - a) The number of years of protection noted in the purchase agreement, to a maximum of 5 years, have elapsed since the date the protected employee commenced employment with Hydro One Inc.
 - b) The protected employee voluntarily obtains another position within Hydro One Inc. in accordance with paragraph 5 below.
 - c) The protected employee voluntarily retires or leaves the employ of Hydro One Inc.
 - d) The protected employee voluntarily notifies Hydro One Inc. and the Society in writing that he/she wishes to terminate his/her protected period. No such notice shall be served during any period of time when Hydro One Inc. is redeploying other members of the bargaining unit pursuant to Article 64 of the Collective Agreement or any other negotiated redeployment arrangements.
3. During the protected period, the protected employees shall not be subject to permanent transfer, displacement or any part of Article 64 of the current Society Collective Agreement.
4. Employees shall carry forward their seniority and service credit from the Utility. Employees shall accrue seniority and service credit under the Collective Agreement for all purposes under the Collective Agreement.
5. Protected employees shall be eligible to apply for vacancies pursuant to Article 65 and shall be considered at selection priority level (f) for vacancies filled in accordance with Subsection 65.6.3 of the Collective Agreement. Protected employees shall not be given preference or priority consideration over other Society-represented employees in the filling of vacancies other than on the basis of the selection criteria set out in Article 65.

6. Any positions that are vacant prior to the acquisition and which Management intends to fill shall be advertised in accordance with the applicable section of Article 65 of the Collective Agreement.
7. No regular Society-represented employee shall be subject to Article 64 as a direct result of protected employees performing their work during the protected period.
8. Each acquisition, and a list of the associated protected employees, shall be documented on an attachment to this Letter of Agreement.

(Signed by Steve Strome for Hydro One and John Cameron for the Society, September 26, 2000).



LETTER OF UNDERSTANDING #8**Re: Career Edge**

Career Edge is a non-profit organization which connects university and college graduates with employers to develop marketable career-related skills to help the individual succeed in today's market place.

Society-represented employees may be utilized to mentor, train and to oversee training related assignments of Career Edge participants. It is expected that any investment of time by Society-represented employees in training and mentoring will be offset by the contributions of Career Edge participants.

Hydro One and the Society support the goal of the Career Edge program. To assist with its objectives, the parties agree to the following:

1. Participants may have an internship program of either 6, 9, 12 or 18 months.
2. Hydro One will advise the Society Office of each potential Career Edge opportunity that is within the Society's jurisdiction prior to finalizing an agreement with Career Edge.
3. Career Edge participants will not become employees of Hydro One.
4. Career Edge is the legal employer of the participants so all payroll administration and associated liabilities reside with Career Edge.
5. In order to make the internship as beneficial as possible, participants may be assigned training exercises consisting of work within the Society's jurisdiction.
6. Participants will not be represented by the Society.
7. There will be no adverse impact within the meaning of Articles 64 and/or 18 on a Society-represented employee or the Society, including no reduction in Society-represented positions (and associated hiring requirements) nor any displacement of Society-represented employees from their positions, as a result of the Career Edge program.

(Signed by Steve Strome for Hydro One and John Cameron for the Society, September 21, 2000).

LETTER OF UNDERSTANDING #9**Re: Implementation of Bi-Weekly Pay**

Without prejudice and without creating a precedent regarding any other matter, pursuant to and in full completion of the commitment set out in Article 76, the undersigned parties agree to introduce bi-weekly pay for Society-represented employees in Hydro One on the following basis:

1. Bi-weekly pay will be introduced the later of January 2002 or when bi-weekly pay is implemented for PWU-represented staff in Hydro One.
2. In order to facilitate the transition to a bi-weekly pay cycle, Hydro One will advance the equivalent of one (1) week's net pay on the last weekly-pay pay date to all employees except those who elect not to receive this payment in accordance with paragraph 3 below.
3. Employees will be canvassed to determine whether they wish to receive the advancement described in paragraph 2 above. Failure to respond within two (2) weeks of receiving the option form will result in the employee deemed to wish to receive the advancement.
4. Employees who receive the advancement will be required to pay it back in equal instalments over six months. Such deductions will be taken directly off the employee's bi-weekly pay deposit. If an employee's net pay is insufficient to cover the required repayment amount, the employee will provide a cheque for the required amount payable to Hydro One.
5. In the event an employee terminates from Hydro One before repaying the advancement in full, any money owed will be deducted from outstanding monies owed to the employee.
6. No regular employee will be laid off as a direct result of moving to the bi-weekly pay cycle.
7. This agreement is conditional upon finalization of an agreement between the PWU and Hydro One on the implementation of bi-weekly pay for PWU-represented staff. In the event that Hydro One and the PWU agree to more provident terms than those contained in this agreement, the Society will have the choice of accepting this agreement or the PWU agreement.

(Signed by Steve Strome for Hydro One and John Cameron for the Society, October 30, 2001).

LETTER OF UNDERSTANDING #10
Re: Return of Employees from Inergi to Hydro One
Warehouse Operations

Without prejudice and without creating a precedent regarding this or any other matter, the undersigned parties agree to the following:

1. The purpose of this Letter of Understanding is to identify the employees who are returning from Inergi to Hydro One as a result of the repatriation of the warehouse operations.
2. The following employees will be transferred from Inergi to Hydro One:
 - T. Crawford (617911) – Warehouse Operations Supervisor
 - E. Kapitan (676774) – Warehouse Operations Supervisor
 - P. Martin (107681) – Warehouse Operations Supervisor
3. Effective the date of transfer, the above named employees shall transfer all accumulated service, vacation, seniority, sick leave and subject to the agreement of Inergi, pension credits as set out in Articles 4 and 64 for all Inergi and previous Hydro One service to Hydro One. For the sake of clarity, these employees shall be considered employees hired before January 1, 2002 for the purposes of Article 44.

(Signed by Steve Strome for Hydro One and Keith Rattai for the Society, April 7, 2004).

LETTER OF UNDERSTANDING #11

Re: Biometrics Information at the Barrie HONOC

1. It is acknowledged that the introduction of and requirement to provide biometrics information is a condition of employment at the Barrie HONOC.
2. The collection and use and disclosure of the personal information provided will be restricted to the stated purpose of using biometric templates, which is to secure verification of the identity of individuals for access to the Barrie HONOC facility. The biometric template is not a fingerprint as used in law enforcement.
3. This LOU does not set a precedent for either party regarding security access requirements at other locations, currently or in the future.

(Signed by Steve Strome for Hydro One and Keith Rattai for the Society, July 9, 2004).

LETTER OF UNDERSTANDING #12**Re: Work Refusal**

It is jointly agreed that the following Letter of Understanding is an agreement between the parties and that any changes require joint agreement. The parties further agree that any detailed associated documents must meet the intent described within this Letter of Understanding.

1. Items within any detailed associated documents will clearly identify the rights and accountabilities of workers, supervisors and the employer under the Occupational Health and Safety Act, section 43.
2. The parties agree that the work refusal process established within Hydro One will have a three stage process. The three stages will outline a worker concern process – stage 1, a worker refusal process – stage 2 (internal) and a worker refusal process – stage 3 (Ministry of Labour Involvement).
3. The parties will ensure the process identifies the Union representative's role.
4. The process will ensure active participation of Senior Management and the Society Hydro One Local Vice-President, prior to contacting the Ministry of Labour.
5. Either party may cancel this Letter of Understanding on 60 days' notice.

(Signed by Steve Strome for Hydro One and Keith Rattai for the Society, April 18, 2005).

LETTER OF UNDERSTANDING #13

Re: Incident Rating and Investigations

It is jointly agreed that the following Letter of Understanding is an agreement between the parties and that any changes require joint agreement. The parties further agree that any detailed associated documents must meet the intent described within this Letter of Understanding.

Incident Rating


1. The Society representatives on the Joint Health and Safety Committee shall be provided with the opportunity for input into incident, Maximum Reasonable Potential for Harm (MRPH) ratings.
2. Where the rating of an incident is in dispute, Line Management or Joint Health and Safety Committee members can seek timely resolution of the dispute through an adjudication by the Vice-President of Health, Safety and Environment.

Incident Investigation

1. All incidents shall be investigated. Whenever a team is appointed to investigate an incident, the Society shall be invited to participate on investigation teams and shall select their representative.
2. It is Hydro One's general intent to share all management corrective action plans with all employees and their unions as broadly as possible. However, it is acknowledged that in respect of certain incidents, such as those out of which significant personal or corporate liability may arise, this may not always be possible or desirable. In respect of such incidents, with a view to protecting the rights of employees of the Corporation and the Corporation itself and subject only to the Joint Health and Safety Committee and Society representatives' right to review the written corrective action, Management reserves the right to not publish or distribute a copy of the written corrective action plan and, if the written corrective action plan is published or distributed, to prohibit or limit its further disclosure or reproduction in any form. In these instances the Corporation will identify this to the Society prior to the start of the investigation. The Society representative, who will be a person designated by the Society Vice-President, may sign off that the Society is in agreement with Management's decision to withhold, prohibit or limit reproduction of the corrective action plan.
3. It is agreed between the parties that joint investigations are performed to identify the root cause(s) of the incident and not to lay blame on any individual. It is agreed that any information gathered during the investigation process will not be used to discipline any Society member. If Management so desires they can conduct a separate investigation for disciplinary purposes.
4. The team established will sign off on the final report. If the Society disagrees with the report the Society representative's comments will be noted in the report.
5. All applicable release costs and associated expenses shall be borne by the company as per the Collective Agreement and the Occupational Health and Safety Act.

- 6.** Joint Health and Safety Committee members and the Union representatives shall have the right to review the management approved corrective action plan, except as noted in item 2 above.
- 7.** There will be a discussion between the parties prior to the release of a final report, by either party, that is not described in item 2 above.
- 8.** Either party may cancel this Letter of Understanding on 60 days' notice.

(Signed by Steve Strome for Hydro One and Keith Rattai for the Society, April 18, 2005).



LETTER OF UNDERSTANDING #14**Re: Career Bridge**

Career Bridge is a non-profit organization which connects internationally Qualified (foreign trained) Professionals with employers to gain Canadian work experience to help the individual succeed in today's market place.

Society represented employees may be utilized to mentor, train and to oversee training related assignments of Career Bridge participants. It is expected that any investment of time by Society represented employees in training and mentoring will be offset by the contributions of Career Bridge participants.

Hydro One and the Society support the goal of the Career Bridge program. To assist with its objectives, the parties agree to the following:

1. Internship lengths are of at least 4 months and can be extended to a maximum of 12 months at the discretion of Hydro One.
2. Hydro One will advise the Society Office of each potential Career Bridge opportunity that is within the Society's jurisdiction prior to finalizing an agreement with Career Bridge.
3. Career Bridge participants will not become employees of Hydro One.
4. Career Bridge is the legal employer of the participants so all payroll administration and associated liabilities reside with Career Bridge.
5. In order to make the internship as beneficial as possible, participants may be assigned training exercises consisting of work within the Society's jurisdiction.
6. Participants will not be represented by the Society.
7. There will be no adverse impact within the meaning of Articles 64 and/or 18 on a Society represented employee or the Society, including no reduction in Society represented positions (and associated hiring requirements) nor any displacement of Society represented employees from their positions, as a result of the Career Bridge program.

(Signed by Steve Strome for Hydro One and Keith Rattai for the Society, February 28, 2006).

LETTER OF UNDERSTANDING #15

Re: Time Limits for Filing Health and Dental Claims

This letter details the understanding between the parties regarding time limits for filing Employee Health and Dental Claims and will become effective on January 1, 2009.

In order to be eligible for payment, Society-represented employees must submit their claims within two years of the date on which the expense was incurred. For example, a health or dental expense incurred on December 1, 2007 must be submitted by December 1, 2009 in order to be eligible for payment.

Failure to submit within this time limit will result in automatic rejection of the claim.

(Signed by Steve Strome for Hydro One and Keith Rattai for the Society, September 9, 2008).

LETTER OF UNDERSTANDING #16

Re: Joint Health and Safety Working Committee

It is jointly agreed that this Letter of Understanding is an agreement between the parties and that any changes require joint agreement.

The Joint Health and Safety Working Committee shall be established to provide recommendations to assist the Health and Safety Division in the development, promotion, implementation and evaluation of Hydro One employee health and safety policy and programs.

Personnel

The Committee will be comprised of three representatives from each of the following:

The Society, the PWU and Management.

The parties will each select their respective committee members.

The chair will rotate among Management, Society and Power Workers' Union.

Function

- (a) Participate in the identification of problems and issues of Company significance in employee health and safety policy and practice.***
- (b) Participate in the development, promotion and implementation of Company health and safety programs.***
- (c) Study, develop and make recommendations for changes to the corporate safety rules and work protection code. This function can be delegated to an ad hoc group.***
- (d) The committee will normally attempt to resolve issues of mutual interest before seeking intervention by senior management or the Joint Health and Safety Policy Committee.***
- (e) The committee will meet quarterly or as mutually agreed.***

(Signed by Steve Strome for Hydro One and Keith Rattai for the Society, September 29, 2008).

LETTER OF UNDERSTANDING #17

***Re: Building Trades Union Employees
who are temporarily working in the Society's Jurisdiction***

***Without prejudice and without creating a precedent regarding this or any other matter,
the undersigned parties agree as follows :***

- 1. This Letter of Understanding applies to Hydro One employees whose base position is represented by one of the Building Trades Unions ("BTU employee").***
- 2. A BTU employee who is temporarily assigned work within the Society's jurisdiction shall be paid from his/her applicable base Building Trades Union wage schedule for the duration of this assignment, including the period beyond three months.***
- 3. Except as expressly provided for in this Letter of Understanding, all other terms and conditions of the Society collective agreement shall apply to BTU employees who are temporarily working in the Society's jurisdiction as outlined in Article 5.2 of the Hydro One/Society Collective Agreement.***

(Signed by Jon Rebick for Hydro One and Keith Rattai for the Society, June 9, 2011)

LETTER OF UNDERSTANDING #18**Re: Statutory Holiday Credit Compensation**

The following outlines the options available to Society-represented staff who are assigned to work overtime in circumstances where they would be entitled to a statutory holiday credit pursuant to Section 58.2 ("Overtime: Day Workers"):

- 1. In all circumstances, except as outlined in #2 below, an employee assigned to work overtime on a statutory - holiday will be compensated as per Article 58.***
- 2. Upon mutual agreement, the employee may request to be paid for his/her statutory holiday credit at the same time as the overtime is paid. The employee must request the paid option in advance of working on the statutory holiday and the manager must approve this arrangement. If there is no agreement, the employee will be compensated as per Article 58.***
- 3. This Letter of Understanding terminates on March 31, 2016.***

(Signed by Jon Rebick for Hydro One and Keith Rattai for the Society July 15, 2013)

INDEX

Absence from Work	11, 12, 54, 59, 70
Absences - Short-Term	55
Advance of Equity	79
Advance Planning	131
Adverse Impact	106, 107, 109, 110, 111, 112, 113, 115, 117, 121, 155
Allocation	106, 113
Annual Assessment	29
Annual Experience Review	170
APEO Salary Survey	177
Approvals	56, 57, 144
Assessment	125, 136, 172
Assessment of Suitability	125
Assignment of Non-Bargaining Unit Work During a Strike/Lockout	156
Compensation	158
Attendance at Court	54, 95, 98, 101
Attendance at Seminars, Conventions	92
Authority to Stop Work	169, 170, 171
Base Hours	141, 146
Benefits	12, 66, 67, 75, 155
Health & Dental	71
LTD	71, 72, 73, 75
Retirement	130
Supplementary Unemployment Benefit (SUB) Plan	67
Workers' Compensation Benefits	152
Biometrics Information at the Barrie HONOC	213
Bi-Weekly Pay	211
Burkett Overtime Award Guidelines	191
Bush Fire Fighting	165
Canada Pension Plan (CPP)	35, 71, 151
Disability Benefits	72
Career Edge	210
Certification	169, 171
Change of Employer	12, 107, 109, 110, 155
Clarity Notes	182
Closure	166
Collective Agreement	
Publication	173
Standards	161
Term	18
Compensation - Assignment of Non-Bargaining Unit Work During a Strike/Lockout	158
Compensation and Benefits Treatment	52
Compensation and Discipline	171
Compensation and Working Conditions - 12-Hour Shift Schedule (M&P/TMS)	99
Compensation for Daily Commuting To, and From, Temporary Work Headquarters	87
Compensation on Surplus Termination	127
Compensation When Assigned to Temporary Work Headquarters	86
Complaint Procedure	22
Continuous Employment	33
CPP	<i>See</i> Canada Pension Plan (CPP)
Crossing Picket Lines of Other Unions	157, 162
Decertification	172
Declared Surplus	15, 18, 57, 107, 115, 119, 122, 123, 124, 156
Default Unit of Application	118
Demotions	110, 121, 122, 135, 139, 140
Dental Plan	76, 77
Designated Positions	162, 163
Direct Deposit	162
Disability Period	71
Discipline and Discharge	26, 27
Dispute Resolution Processes	22, 178, 183
Dues Deduction	20, 188
ECD	<i>See</i> Established Commencement Date (ECD)
Education Leave	56
EEV	<i>See</i> External Experience Value (EEV)
EHB	<i>See</i> Extended Health Benefits (EHB)
EI	<i>See</i> Employment Insurance (EI)
Electrical Safety Authority (ESA)	18, 203
Eligibility Service	11
Employee	
Complaint	23, 24
Grievance	23
Indemnification	21
Employees	
Hired as Society Staff	58
Probationary	8, 26, 149
Regular	8, 9, 10, 70, 78, 105, 108, 149, 155
Preference for	105
Temporary	9, 10, 51, 53, 105, 136
Employees on Temporary Out-of-Province	
Assignment	13
Employees Temporarily Excluded from Society	
Jurisdiction	12
Employees Temporarily Included in Society	
Jurisdiction	12
Employment Continuity During Temporary Out-of-Province Assignment	14
Employment During Assignment - Terms and Conditions	13
Employment Equity	123
Employment File	27
Employment Insurance (EI)	69
Benefits	67, 69
Rebate	65
Enforcement	22, 184
ESA	<i>See</i> Electrical Safety Authority (ESA)
Escalator Clause	36
Established Commencement Date (ECD)	9, 10, 61, 108, 147, 149
Excessive Travel	91
Exclusions Process	4
Expenses for Reimbursement	81
Extended Health Benefits (EHB)	52, 76
External Experience Credit	60, 61, 108
External Experience Value (EEV)	10, 60, 61, 108
Extreme Winter Weather Conditions	165
Family Care	55
Federal Jurisdiction	2, 185
Filling the Pre-Assignment Position	13
Financial Assistance Plan	85
FLM Jobs Reclassification	204
Floating Holidays	10, 52, 64, 65, 95, 97, 98, 100, 150
FM&P	
Overtime	97
Shift Differentials	96

Shift Premiums.....	97
Shift Work.....	96
Special Circumstances.....	97
Ten Hour Shifts.....	98
Time Balancing.....	97
French Language Services.....	162
Funeral Leave.....	54
Grievance	
Group.....	23
Management.....	23
Policy.....	23
Timelines.....	24
Grievance Settlement Committee (GSC).....	25
Grievance/Arbitration.....	13, 16, 22, 25, 28, 105
Expediting Redeployment.....	200, 206
Procedure.....	22, 23, 29
Scope Notes.....	24
GSC.....	<i>See</i> Grievance Settlement Committee (GSC)
Guidelines for Society Representatives on	
Joint/Tripartite Teams.....	168
Health and Dental Benefits.....	149
Health and Dental Plan.....	76, 129
Health and Safety Disputes.....	22
Hiring Hall Agreement.....	196
Holiday Shutdown.....	64
Home Appraisal Documentation.....	78
Home Buying.....	81
Hours of Work.....	94, 127, 140
Alternate Arrangements.....	142
House Evaluation and Guarantee Plan.....	85, 131
Household Effects.....	81
Housing Assistance Plan.....	78, 79, 80, 130
Human Rights.....	21
Hydro One	
Acquisitions.....	111, 208
Drug Formulary.....	206
Sale of Property.....	79
Use of Computer Facilities.....	173
IMO.....	<i>See</i> Independent Market Operator (IMO)
Independent Market Operator (IMO).....	18, 203
Inergi to Hydro One Return of Employees.....	212
Information Technology Organizations.....	94, 173
Insurance	
Accident.....	150
Dependent.....	32
Spousal.....	32
Issues Team.....	117, 134, 170, 172, 192
JHSC.....	<i>See</i> Joint Health and Safety Committees (JHSC)
Job Evaluation Plans.....	47
Job Offers.....	120, 125
Acceptance/Rejection.....	125
Job Security.....	162
Job Sharing.....	11, 145
Joint Health and Safety Committees (JHSC).....	169, 170, 171, 172
Tripartite Agreement.....	22, 168
Amendments.....	170
Joint Redeployment and Planning Team (JRPT).....	14, 115, 118, 122, 123
Responsibilities.....	115
JRPT.....	<i>See</i> Joint Redeployment and Planning Team (JRPT)
Jurisdictional Issues/Disputes - Principle and Process of Prior Involvement.....	27
Jury Duty.....	52, 54, 95, 98, 101
Lateral Placement.....	107
Lateral Position.....	107
Lateral Transfer.....	138, 140
Lateral Vacancies.....	121
Legal Fees.....	81
Letters of Understanding.....	15, 16
Life Insurance.....	31, 71, 149, 155
Options.....	31
Listing of Property.....	79
Local Agreements.....	96, 127, 141, 161
Long Term Disability (LTD).....	70, 72, 150, 155
Benefits.....	71
Qualifying Period.....	71
Loss of Earnings (LOE).....	72
LTD.....	<i>See</i> Long Term Disability (LTD)
Lump Sum Payment.....	36, 83, 120, 128, 129
M&P/TMS	
On-Call Service.....	100
Overtime.....	100
Shift Allowances	
Shift Differentials.....	99
Shift Premiums.....	100
Shift Turnover.....	104
Shift Work.....	92
Special Conditions.....	100
Make Up Time.....	143, 165
Management Compensation Plan (MCP).....	135, 136
Managerial Rights of the Company.....	1
Mapping.....	107, 110, 113, 114
MAR.....	<i>See</i> Minimum Availability Requirement (MAR)
MCP.....	<i>See</i> Management Compensation Plan (MCP)
Meal Expenses.....	167
Medical and Dental Appointments.....	55
Medical Rehabilitation.....	72
Mid-Term Agreements.....	83
Minimum Availability Requirement (MAR).....	100, 101
Minimum Moving Distance.....	80
Mix and Match Rules.....	118
Moving Expenses.....	80, 82
Miscellaneous.....	84
Retirement.....	84
Negotiations.....	16, 144, 173, 195
No Adverse Impact.....	106, 107, 109, 110, 112, 113, 210, 217
No Discrimination.....	21
No Strike/No Lockout.....	18, 183
On-Call Service.....	89, 101, 160
M&P/TMS.....	100
Ongoing Position.....	74, 75, 106, 107, 119, 122, 131
Ontario Hydro.....	2, 11, 16, 108, 174, 175, 177, 178, 179, 181, 182, 183, 184, 185, 186, 188, 191
Outplacement services.....	129
Overtime.....	89, 101, 141, 143, 151
Day Workers.....	90
Emergency Work.....	92
FM&P.....	97
M&P/TMS.....	100
OSS/TMS.....	90
PWU related.....	90, 191, 192
Shift Workers.....	90
Paid/Unpaid Time Off.....	54
Parental Leave.....	11, 52, 65, 66, 119, 142, 151
Timelines.....	69
Pay Treatment.....	46
Relief.....	132

Payment for Use of Personal Vehicle	164	Representation on Hydro One Committees.....	168
Payment In Lieu of Notice.....	10, 115, 124, 127, 128, 129	Representative 8, 21, 24, 27, 29, 35, 51, 60, 99, 131, 133, 134, 137, 156, 157, 162, 168, 215	
Peak Demand Hours	154	Reserve Forces	55
Peak Work Load Period.....	189	Responsibility and Accountability.....	171
Pension		Retirement.....	12, 85
Calculation.....	148	Benefits	130
Undiscounted.....	126, 141	Bonus	33
Pension and Insurance	10, 12, 13, 31, 36, 148	Moving Expenses	84
Pension Committee	33	Vacation Entitlement	62
Pension Plan	11, 32, 66, 71, 147, 155	Vacation Pay	62
Deductions.....	147	Role of Supervisors.....	29
Formula	33	Rotations	131, 132, 175
Membership.....	147	Rotations Within the Bargaining Unit.....	132
Pension Termination Service Date (PTSD).....	148	Salary Maintenance.....	126
Performance Appraisal Feedback and PERFORMANCE MANAGEMENT	28	Salary Progression Plan.....	49
Periodic Shifts for Non-Shift Workers	95	Salary Schedules 2, 17, 36, 61, 122, 138, 141, 179, 182, 184, 204	
Personal Accidents.....	77	Sale of Property by Hydro One.....	79
Personal Leaves of Absence	11	Second Related Move	84
Policy Committee (Non-legislated).....	169	Selection of Mediators and Arbitrators	184
Posting and Selection	163	Selection Priority for Vacancies.....	135
Pregnancy Leave	119	Selections	86
Pregnancy/Parental Leave	11, 65, 151	Selections for Ongoing Positions	133
Timelines.....	69	Self Funded Sabbaticals.....	57
Principle of Prior Involvement	109	Semi-Private Hospital Accommodation Plan.....	77
Principles of Operation.....	22, 106	Service Credits.....	9, 66, 67, 148
Process for Staff Changes - Mix and Match	118	Service Recognition Date (SRD).....	10, 11, 108, 147
Promotion(s).....	108, 122, 124, 138, 139, 181	Severance	10, 53, 113, 114, 115, 125, 128, 129, 130
Promotion-in-Place Plans/Programs (PIP).....	50, 120	Shift Allowances	94, 158
Provincial Jurisdiction.....	2	M&P/TMS	93
PTSD	<i>See</i> Pension Termination Service Date (PTSD)	Shift Differentials.....	94, 96, 151
Purchase Guarantee	78, 79, 80	FM&P.....	96
Purchased Services.....	53, 116	M&P/TMS	99
Rand Formula.....	20, 188	Shift Premiums.....	93, 95
Reasonable Offer Challenge Process.....	125	FM&P.....	97
Recall Rights	18, 130, 135	M&P/TMS	100
Reclassification as a Result of a Job Re-evaluation	139	Shift Turnover.....	99
Recognition Clause	2, 161, 179, 181, 208	M&P/TMS	104
Redeployment..	12, 14, 15, 71, 105, 108, 110, 114, 116, 119, 126, 155, 208	Payment.....	104
Redeployment Upon Completion of Assignment	14	Shift Work	
Reduced Hours of Work		FM&P.....	96
40 Hour Workers.....	141	M&P/TMS	92
Regular Employees.....	9	Shift Workers.....	92
Temporary	9, 53	Shifts	
Reduced Hours of Work (RHOW) .	119, 127, 141, 145, 146, 148, 150, 151, 153, 154, 155	Ten Hour	94
Termination of Agreement.....	152	FM&P.....	98
Referral Fees/Home Inspection	81	Sick Leave..	10, 52, 53, 55, 71, 72, 95, 97, 98, 100, 142, 149
Refusal of an Incumbent Position.....	121	Sick Leave Credits	95, 98, 100
Registered Retirement Savings Plan (RRSP)	33	Sick Leave Plan.....	70, 149
Rehabilitation and Re-Employment.....	72	Society	
Rehabilitative Employment	70, 73, 74	Employees Temporarily Excluded from Jurisdiction	12
Release of Employees Selected to a Vacancy.....	138	Employees Temporarily Included in Jurisdiction...	12
Relief.....	131	Executive.....	185
Relief Pay.....	140	Involvement.....	109
Relief Rate		Membership.....	20, 187
Union.....	48	Notification.....	51, 109
Relocation Assistance.....	12, 13, 78, 80, 88, 130, 161	President.....	99
Remembrance Day	52, 64	Representatives.....	59
Remote Communities	204	Staff Allocation to Ontario Hydro Successor Companies	203
Rental Assistance	83	Special Clothing.....	164
Rental Management Program	84	Special Conditions	95
Representation on Corporate Committees	187		

FM&P	97	Vacation	52, 60, 95, 97, 98, 100, 147, 150, 159
M&P/TMS	100	Banked	62
Spousal Assistance	83	Bonus	10, 62, 147
SRD	<i>See Service Recognition Date (SRD)</i>	Credit	61
Statutory Holidays	10, 52, 64, 89, 90, 93, 95, 100, 150	Credit for Prior Service	61
Stranded Employees	166	Deferment or Interruption	63
Student Employees	9	Entitlement	10, 60, 63, 150
Successor Rights	8, 20	Retirement/Termination	62
Supervisors - Role of	187	Pay	
Supervisory Employees	16, 122, 179, 183, 186	Retirement/Termination	62
Code of Ethics	4, 186	Use of Credits of Succeeding Year at Christmas ..	61
Surplus Employees/Staff	12, 115, 116, 163	Without Pay	61
Identification	122, 123	Vacation Credit Date (VCD)	10, 60, 147, 150
Procedure	155	VCD	<i>See Vacation Credit Date (VCD)</i>
Teleworking	161	Vocational Rehabilitation	73
Temporary Assignments	12, 119	Voluntary	
Temporary Rotations	119	Resignation	128
Termination	12, 53, 85, 115, 125	Severance	167
Vacation Entitlement	62	Surplus	115, 124
Vacation Pay	62	Voluntary Recognition Agreement (VRA)	16, 18, 174,
Termination of Employment	75, 129	178, 179, 181, 184, 186	
Legal Notice	129	Amendments	16
Terms and Conditions During Leave	56	Disputes	22
Time Balancing		Voluntary Resignation	128
FM&P	97	Volunteer Fire Brigades	165
TMS	<i>See Trades Management Supervisors (TMS)</i>	VRA	<i>See Voluntary Recognition Agreement (VRA)</i>
Trades Management Supervisors (TMS) Agreements	47	VTP	<i>See Vacancy Transition Phase (VTP)</i>
Training	156, 162, 169, 171, 175	Wages	147
Extramural	163, 166	Warehouse Operations	212
Transfer Expenses	82	Work Sharing	11, 155
Transition Provisions	18, 61, 108, 135	Work Unit	145
Transitional Assistance	129	Viability	110, 123, 135
Travel Time	86, 87, 91, 95, 98, 100, 191	Workers' Compensation	72
Flexibility	92	Qualifying Period	72
Treatment of Employee During Release and on Return to Work	60	Working Conditions	13, 105, 160
Treatment of Employee Upon Return from Leave	57, 58	World Class Sport Events	55
Unemployment Insurance Contributions	151	Years of Service	
Union Activity	21	Eight to Fifteen Years	60
Union Security	20	Fifteen Years	70
Unit of Application	116, 117, 194	Less Than One Year	60
Default	114, 116	One to Seven Years	60
Utilization and Advancement of Professional Engineers and Scientist	175, 176	Six Years	70
Vacancies ..	12, 18, 19, 51, 74, 108, 110, 114, 121, 122, 124, 208	Sixteen to Twenty-Four Years	60
Vacancy Transition Phase (VTP)	108, 124, 125, 129	Sixteen Years	70
		Twenty Years	128
		Twenty-Five or more Years	60

COLLECTIVE AGREEMENT

BETWEEN

HYDRO ONE INC.
("Hydro One" or "The Employer")

AND

THE SOCIETY OF ENERGY PROFESSIONALS
("The Society" or "The Union")



April 1, 2016 - March 31, 2019

IN WITNESS THEREOF the parties hereto have caused the Agreement to be executed by their proper officers duly authorized in that behalf at Toronto, Ontario.



Hydro One Inc.



The Society of Energy Professionals

Nov. 9/16

Date

Table of Contents

PART I – MANAGEMENT RIGHTS	1
1 MANAGERIAL RIGHTS OF THE COMPANY	1
PART II - RECOGNITION	2
2 RECOGNITION CLAUSE	2
2.1 Provincial Jurisdiction.....	2
2.2 Federal Jurisdiction.....	2
2.3 Clarity Notes	2
2.4 Supervisory Employees - Code of Ethics	4
2.5 Exclusions Process.....	4
2.6 Successor Rights.....	8
3 EMPLOYEE CLASSIFICATIONS.....	8
3.1 Probationary Employees	8
3.2 Regular Employees.....	8
3.3 Temporary Employees	9
4 SERVICE CREDIT DEFINITIONS	9
4.1 Established Commencement Date (ECD)	9
4.2 Vacation Credit Date (VCD)	10
4.3 External Experience Value (EEV)	10
4.4 Service Recognition Date (SRD).....	10
4.5 “Eligibility Service” or “Continuous Employment” for Pension Purposes	11
5 TEMPORARY ASSIGNMENTS	11
5.1 Employees Temporarily Excluded from Society Jurisdiction.....	11
5.2 Employees Temporarily Included in Society Jurisdiction	12
5.3 Grievance	12
6 EMPLOYEES ON TEMPORARY OUT-OF-PROVINCE ASSIGNMENT.....	12
6.1 Terms and Conditions of Employment During Assignment.....	12
6.2 Filling the Pre-Assignment Position.....	13
6.3 Redeployment Upon Completion of Assignment	13
6.4 Employment Continuity During Temporary Out-of-Province Assignment.....	14
7 LETTERS OF UNDERSTANDING.....	15
7.2 Letters of Understanding.....	15
PART III - VOLUNTARY RECOGNITION AGREEMENT	15
8 VRA AMENDMENTS	15
8.1 Supervisory Employees	16
PART IV - COLLECTIVE AGREEMENT TERM - NO STRIKE/NO LOCKOUT	17
9 COLLECTIVE AGREEMENT TERM - NO STRIKE/NO LOCKOUT	17
9.2 No Strike/No Lockout	17
9.3 Transition Provisions.....	17

PART V - UNION SECURITY..... 19

10 SOCIETY MEMBERSHIP AND DUES DEDUCTION..... 19

 10.1 Membership in the Society..... 19

 10.2 Dues Deduction (Rand Formula)..... 19

11 PRINCIPLES REGARDING INVOLVEMENT WITH RESPECT TO SUCCESSOR RIGHTS 19

PART VI - DISPUTE RESOLUTION PROCESSES..... 20

12 No DISCRIMINATION..... 20

 12.1 Human Rights 20

 12.2 Union Activity 20

13 EMPLOYEE INDEMNIFICATION 20

14 VOLUNTARY RECOGNITION AGREEMENT DISPUTES 21

 14.1 Enforcement 21

15 HEALTH AND SAFETY DISPUTES 21

16 COMPLAINT AND GRIEVANCE/ARBITRATION PROCEDURE..... 21

 16.1 Preamble and Principles of Operation..... 21

 16.2 Definitions..... 22

 16.3 Scope Notes – Grievance and Arbitration 22

 16.4 Timeliness..... 23

 16.5 Step 1: Employee Complaint..... 23

 16.6 Step 2: Meetings of The Standing Grievance Settlement Committee (“GSC”) 24

 16.7 Grievance Arbitration 24

17 DISCIPLINE AND DISCHARGE 25

 17.5 Employment File 26

18 PRINCIPLE AND PROCESS OF PRIOR INVOLVEMENT IN JURISDICTIONAL ISSUES/DISPUTES 26

19 PERFORMANCE APPRAISAL FEEDBACK AND PERFORMANCE MANAGEMENT 27

 19.1 Principles 27

20 ROLE OF SUPERVISORS 28

 20.3 Society Representatives 28

PART VII – PENSION AND INSURANCE 29

21 LIFE INSURANCE 29

 21.2 Life Insurance Options 29

 21.5 Spousal Insurance 30

 21.6 Dependent Insurance..... 30

22 PENSION PLAN 30

 22.3 *Benefit Changes* 30

 a) Actuarial Buy-Backs of Previous Service 30

 b) *Employees Hired Before November 17, 2005 (“Legacy Plan Members”)* 31

 c) *Employees Hired on or after November 17, 2005 (“New Plan Members”)* 31

 22.4 Retirement Bonus 31

 22.5 Pension Committee..... 31

 22.8 *Plan Contributions*..... 32

PART VIII - SALARY	35
23 SALARY SCHEDULES	35
24 ESCALATOR CLAUSE	35
25 PAY TREATMENT OF PROFESSIONAL TRAINEES.....	45
25.1 Pay Treatment	45
26 PAYMENT OF FM&P EMPLOYEES	46
27 PAYMENT OF MANAGEMENT AND PROFESSIONAL (M&P) EMPLOYEES	46
28 PAYMENT OF TRADES MANAGEMENT SUPERVISORS (TMS)	46
29 JOB EVALUATION PLANS	46
30 TMS AGREEMENTS.....	46
31 SALARY PROGRESSION PLAN.....	48
32 PROMOTION-IN-PLACE PLANS.....	49
32.1 Definition.....	49
32.2 Principles	49
32.3 Conditions.....	49
32.4 Standard Features	49
33 TEMPORARY EMPLOYEES.....	50
33.1 Society Notification	50
33.2 Temporary Employees with Less than 12 Months' Service.....	50
33.3 Temporary Employees with More than 12 Months' Service.....	51
33.4 Temporary Employees Working Reduced Hours.....	52
33.5 Temporary Employees and Purchased Services.....	52
PART IX - ABSENCE FROM WORK.....	53
34 PAID/UNPAID TIME OFF.....	53
34.1 Jury Duty/Required Attendance at Court.....	53
34.2 Funeral Leave.....	53
34.3 Medical and Dental Appointments.....	54
34.4 Family Care	54
34.5 Reserve Forces.....	54
34.6 World Class Sport Events	54
35 SHORT-TERM ABSENCES	54
36 EDUCATION LEAVE	55
36.1 Definitions.....	55
36.2 Approvals.....	55
36.3 Terms and Conditions During Leave.....	55
36.4 Treatment of Employee on Return from Leave.....	56
37 SELF FUNDED SABBATICALS.....	56
37.1 Definition.....	56
37.2 Approvals.....	56
37.3 Terms and Conditions of Self-funded Sabbaticals.....	56
37.4 Treatment of Employee Upon Return from Leave	57
38 EMPLOYEES HIRED AS SOCIETY STAFF	57
39 RELEASE OF SOCIETY REPRESENTATIVES.....	58

39.1	Intent.....	58
39.2	Specific Circumstances.....	58
39.3	Treatment During Release and on Return to Work.....	59
40	VACATIONS	59
40.1	Vacation Entitlement	59
40.2	Less Than One Year of Service by June 30	59
40.3	One to Seven Years of Service	59
40.4	From Eight to Fifteen Years of Service.....	59
40.5	For Sixteen to Twenty-Four Years of Service.....	59
40.6	For Twenty-Five or More Years of Service	59
40.7	External Experience Credit	59
40.8	Vacation Credit for Prior Service	60
40.9	Vacation Without Pay.....	60
40.10	Use of Vacation Credits of Succeeding Year at Christmas	60
40.11	Banked Vacation.....	60
40.12	Vacation Bonus.....	60
40.13	Vacation Entitlement on Retirement/Termination	61
40.14	Vacation Pay on Retirement/Termination is as follows:	61
40.15	Deferment or Interruption of Vacations.....	62
41	STATUTORY HOLIDAYS AND FLOATING HOLIDAYS	62
41.2	Floating Holidays	63
42	EMPLOYMENT INSURANCE COMMISSION REBATE	64
43	PREGNANCY/PARENTAL LEAVE.....	64
43.1	Pregnancy Leave	64
43.2	Parental Leave.....	65
43.3	Benefits Under the Supplementary Unemployment Benefit (SUB) Plan	65
	PREGNANCY/PARENTAL LEAVES - TIME LINES.....	67
44	SICK LEAVE PLAN	68
45	LONG TERM DISABILITY	68
45.1	Qualifying Period.....	69
45.2	Disability Period	69
45.3	Benefits.....	69
45.4	Other Conditions	69
45.5	Joint Working Committee	70
46	WORKERS' COMPENSATION LEAVE	71
47	REHABILITATION AND RE-EMPLOYMENT.....	72
47.1	Application	72
47.2	Definitions	72
47.3	General.....	72
47.4	Vocational Rehabilitation.....	72
47.5	Rehabilitative Employment.....	73

47.6	Terms and Conditions of Rehabilitative Employment	74
47.7	Termination of Employment	75
PART X - HEALTH BENEFITS.....		75
48	EXTENDED HEALTH BENEFITS (EHB)	75
49	DENTAL PLAN	76
50	SEMI-PRIVATE HOSPITAL ACCOMMODATION PLAN	76
51	PERSONAL ACCIDENTS	76
PART XI- RELOCATION ASSISTANCE.....		77
52	HOUSING ASSISTANCE PLAN.....	77
52.1	Intent.....	77
52.2	Purchase Guarantee.....	77
52.3	Listing of Property	78
52.4	Sale of Property by Hydro One	78
52.5	Advance of Equity	78
53	MOVING EXPENSES.....	79
53.1	Intent.....	79
53.2	Minimum Moving Distance	79
53.3	Expenses for Reimbursement.....	79
53.4	Second Related Move.....	83
53.5	On Retirement	83
54	FINANCIAL ASSISTANCE PLAN.....	83
55	HOUSE EVALUATION AND GUARANTEE PLAN	84
56	COMPENSATION WHEN ASSIGNED TO TEMPORARY WORK HEADQUARTERS.....	85
56.1	Intent.....	85
56.2	Definitions.....	85
56.3	Compensation When Remaining at Temporary Work Headquarters (TWHQ)	85
56.5	Compensation for Daily Commuting To, and From, Temporary Work Headquarters	86
56.6	Exception	87
PART XII - TIME WORKED OUTSIDE NORMAL HOURS		88
57	ON-CALL SERVICE.....	88
57.1	Definition.....	88
57.2	Payment	88
58	OVERTIME.....	88
58.2	Day Workers	89
58.3	Shift Workers	89
58.6	Recording Overtime	90
59	TRAVEL TIME.....	90
59.1	General.....	90
59.2	Excessive Travel.....	90
59.3	Emergency Overtime Work	91

59.4	Attendance at Seminars, Conventions, Etc.	91
59.5	Flexibility	91
60	SHIFT WORK (M&P, TMS)	91
60.1	Definitions	91
60.2	Shift Workers	91
60.3	Shift Allowances (M&P, TMS)	92
60.4	Information Technology Organizations (M&P)	93
60.5	Ten Hour Shifts	93
60.6	Periodic Shifts for Non-Shift Workers	94
61	SHIFT WORK (FM&P)	95
61.1	Intent	95
61.2	Definitions (See Article 60)	95
61.3	Shift Differentials	95
61.4	Shift Premiums	95
61.5	Overtime	96
61.6	Time Balancing	96
61.7	Special Circumstances	96
61.8	10 Hour Days/Shifts	97
62	COMPENSATION AND WORKING CONDITIONS - 12-HOUR SHIFT SCHEDULE	97
62.1	General Provisions	97
62.2	Shift Differential	98
62.3	Shift Premium	98
62.4	Overtime	98
62.5	On-Call	99
62.6	Special Conditions	99
62.8	Minimum Availability Requirement (MAR) List	100
63	SHIFT TURNOVER	102
PART XIII- WORKING CONDITIONS		103
64	REDEPLOYMENT, SURPLUS STAFF PROCEDURE AND CHANGE OF EMPLOYER	103
64.1	Scope	103
64.2	Preamble and Principles of Operation	104
64.3	Definitions	104
64.4	Notification and Involvement of The Society	106
64.5	Application	107
64.6	Change of Employer	108
64.7	Allocation/Mapping	110
64.8	Voluntary Surplus	111
64.9	Set Up Joint Redeployment and Planning Team	112
64.10	Joint Planning - Responsibilities of the JRPT	112

64.11	Job Offers	121
64.12	Compensation.....	122
64.13	Compensation on Surplus Termination	123
64.14	Termination of Employment	125
64.15	Recall Rights.....	125
64.16	Relocation and Housing Assistance	126
65	VACANCIES (RELIEF, ROTATIONS AND SELECTIONS)	126
65.1	Intent.....	126
65.2	Definitions	126
65.3	Advance Planning	127
65.4	Relief	127
65.5	Rotations Within the Bargaining Unit.....	127
65.6	Selections for Ongoing Positions (Other Than Relief or Rotations)	129
66	SALARY TREATMENT FOR PROMOTIONS, TEMPORARY ASSIGNMENTS, LATERAL TRANSFERS AND DEMOTIONS.....	133
66.1	Definitions	133
66.2	Promotion	134
66.3	Reclassification as a Result of a Job Re-evaluation	134
66.4	Relief Pay	135
66.5	Lateral Transfer.....	135
66.6	Demotions.....	135
67	PURCHASED SERVICES	135
68	HOURS OF WORK	135
69	REDUCED BASE HOURS (40 HOUR WORKERS).....	136
70	ALTERNATE HOURS OF WORK ARRANGEMENTS.....	137
70.1	Principles	137
70.2	Application	137
70.3	Definitions	137
70.4	Overtime	138
70.5	Process.....	139
71	REDUCED HOURS OF WORK (RHOW) ARRANGEMENTS.....	140
71.1	Principles	140
71.2	Definitions	140
71.3	Guidelines.....	141
71.4	General Conditions - Reduced Hours Arrangements	141
71.5	Termination of the RHOW Agreement.....	146
71.6	Responsibilities	149
72	PEAK DEMAND HOURS ARRANGEMENTS.....	149
72.1	Intent.....	149
72.2	Process.....	149
73	WORK SHARING	150

74	ASSIGNMENT OF NON-BARGAINING UNIT WORK DURING A STRIKE/LOCKOUT	151
75	TELEWORKING	156
75.1	Definition of Teleworking:.....	156
75.2	Collective Agreement Standards:.....	156
75.3	Local Agreements.....	156
76	DIRECT DEPOSIT	157
77	CROSSING PICKET LINES OF OTHER UNIONS	157
78	THE PROVISION OF FRENCH LANGUAGE SERVICES	157
78.1	Designated Positions.....	157
78.2	Job Security.....	157
78.3	Training.....	158
78.4	Posting and Selection.....	158
78.5	Surplus Staff.....	158
78.6	Allowance.....	158
79	SPECIAL CLOTHING	159
80	PAYMENT FOR USE OF PERSONAL VEHICLE	159
81	BUSH FIRE FIGHTING AND VOLUNTEER FIRE BRIGADES	160
82	EXTREME WINTER WEATHER CONDITIONS	160
82.1	Make Up Time.....	160
82.2	Closure.....	161
82.3	Stranded Employees.....	161
83	EXTRAMURAL TRAINING	161
84	MEAL EXPENSES	162
85	VOLUNTARY SEVERANCE (NON-SURPUS)	162
86	SECURITY CLEARANCES	162
87	PROFESSIONAL LICENSING REQUIREMENTS	162
	PART XIV - ADMINISTRATION	164
88	REPRESENTATION ON HYDRO ONE COMMITTEES	164
89	GUIDELINES FOR SOCIETY REPRESENTATIVES ON JOINT/TRIPARTITE TEAMS	164
90	TRIPARTITE AGREEMENT ON JOINT HEALTH AND SAFETY COMMITTEES	164
90.1	Size and Composition of Joint Health and Safety Committees.....	165
90.2	Training and Certification.....	165
90.3	Policy Committee (Non-legislated).....	165
90.4	Annual Experience Review.....	166
90.5	Amendments to the Agreement.....	166
91	AUTHORITY TO STOP WORK	166
91.1	Definitions.....	166
91.2	Intent.....	166
91.3	Introduction.....	166
91.4	Authority to Stop Work.....	166
91.5	Training/Certification.....	167
91.6	Responsibility and Accountability.....	167
91.7	Compensation and Discipline.....	167

91.8	Decertification	167
91.9	Assessment	168
92	JOINT HEALTH AND SAFETY COMMITTEES.....	168
93	PROBLEM SOLVING COMMITTEE	169
94	DIVERSITY COMMITTEE	169
95	EMPLOYEE AND FAMILY ASSISTANCE	169
96	PUBLICATION OF COLLECTIVE AGREEMENT.....	169
97	USE OF HYDRO ONE COMPUTER FACILITIES.....	170
98	NOTE TO PART XV - APPENDICES	170
PART XV - APPENDICES		171
	Appendix I - Re: Utilization and Advancement of Professional Engineers and Scientists.....	171
	Appendix II - Re: Input To Association Of Professional Engineers Of The Province Of Ontario (APEO) Salary Survey	173
	Appendix III - Re: Amendment to the Voluntary Recognition Agreement (VRA).....	174
	Appendix IV Re: Article 2 - Recognition Clause	175
	Appendix V- Re: Peak Demand Hour Arrangements	185
	Appendix VI - Guidelines for Applying Burkett Overtime Award	187
	Appendix VII - Default Units of Application	190
	Appendix VIII - Side Letters 1999-2000 Negotiations	191
PART XVI - LETTERS OF UNDERSTANDING		194
	LETTER OF UNDERSTANDING #1.....	194
	Re: Society-MCP Boundary Issues.....	194
	LETTER OF UNDERSTANDING #2.....	196
	Re: Expediting Redeployment Grievances and Arbitrations.....	196
	LETTER OF UNDERSTANDING #3.....	198
	Re: First Line Management Supervisory Positions (TMS).....	198
	LETTER OF UNDERSTANDING #4.....	199
	Re: Allocation of Society Staff to Ontario Hydro Successor Companies	199
	LETTER OF UNDERSTANDING #5.....	200
	Re: Reclassification of 40-Hour FLM Jobs That Primarily Supervise Non-Trades.....	200
	LETTER OF UNDERSTANDING #6.....	202
	Re: Process for Updating the Hydro One Drug Formulary	202
	LETTER OF UNDERSTANDING #7.....	204
	Re: Hydro One Acquisitions	204
	LETTER OF UNDERSTANDING #8.....	206
	Re: Career Edge	206
	LETTER OF UNDERSTANDING #9.....	207
	Re: Return of Employees from Inergi to Hydro One.....	207
	LETTER OF UNDERSTANDING #10.....	208
	Re: Biometrics Information at the OGCC, Essa and Richview	208
	LETTER OF UNDERSTANDING #11.....	209
	Re: Work Refusal	209
	LETTER OF UNDERSTANDING #12.....	210

for Re: Incident Rating and Investigations 210

LETTER OF UNDERSTANDING #13..... **212**
Re: Career Bridge 212

LETTER OF UNDERSTANDING #14..... **213**
Re: Time Limits for Filing Health and Dental Claims 213

LETTER OF UNDERSTANDING #15..... **214**
Re: Joint Health and Safety Working Committee 214

LETTER OF UNDERSTANDING #16..... **215**
Re: Building Trades Union Employees 215
who are temporarily working in the Society's Jurisdiction 215

LETTER OF UNDERSTANDING #17..... **216**
Re: Statutory Holiday Credit Compensation 216

LETTER OF UNDERSTANDING # 18..... **217**
RE: IPO SHARE GRANTS **217**

LETTER OF UNDERSTANDING #19..... **218**
Re: Professional License Requirements

LETTER OF UNDERSTANDING #20 219
Re: Vacation Accrual & Usage for LTD Rehab Employees

INDEX..... **220**

PART I – MANAGEMENT RIGHTS

1 MANAGERIAL RIGHTS OF THE COMPANY

Hydro One Inc. has and shall retain the exclusive right and power to manage its business and direct its working forces, including, but without restricting the generality of the foregoing, the right to hire, suspend, discharge, promote, demote and discipline any employee. Hydro One shall exercise the said functions in accordance with the provisions of the Collective Agreement.

PART II - RECOGNITION

2 RECOGNITION CLAUSE

2.1 Provincial Jurisdiction

Hydro One Inc. recognizes the Society as the exclusive bargaining agent for a bargaining unit comprised of:

All employees employed in Hydro One Inc., hereinafter known as Hydro One, in the Province of Ontario employed as supervisors, professional engineers, engineers-in-training, scientists, and professional, administrative and associated employees, save and except for persons who perform managerial functions as distinct from supervisory functions; persons employed in a confidential capacity with respect to labour relations; and persons in bargaining units for which any trade union held bargaining rights as of November 13, 1991.

2.2 Federal Jurisdiction

The Society was certified in May 1995 under the Canada Labour Code for a bargaining unit comprised of the following:

All employees of Ontario Hydro employed by Ontario Hydro Nuclear (OHN) in the Province of Ontario employed as supervisors, professional engineers, engineers-in-training, scientists, and professional, administrative and associated employees, save and except for persons who perform managerial functions as distinct from supervisory functions; persons employed in a confidential capacity with respect to labour relations; and persons in bargaining units for which any trade union held bargaining rights as of November 13, 1991.

On April 1, 1998, jurisdiction for labour relations for the above Ontario Hydro noted federal bargaining unit was delegated to the Province of Ontario.

2.3 Clarity Notes

2.3.1 For the purposes of clarity, the bargaining units set out above:

Include:

- a) all regular, probationary, graduate students, reduced-hours and temporary employees whose functions are included in the classifications paid from Salary Schedules 01, 02 and 03.

Exclude:

- a) those persons who perform managerial functions as distinct from supervisory functions. An employee is performing managerial functions if:
 - i) she/he performs managerial functions such as hiring, promotion, performance management and step progression, discharge, etc., over other employees in the bargaining unit; and

she/he is required to spend the majority of his/her time performing managerial duties; and

she/he supervises at least seven (7) employees (directly and indirectly) on a regular and continuous basis; or

- ii) she/he supervises persons who are excluded from the Society's bargaining unit by reason of performing managerial functions or being employed in a confidential capacity with respect to labour relations.

2.3.2 Definitions

- a) "Supervisors" means employees who primarily perform supervisory functions, including the requirement to make recommendations regarding any staff or personnel matter. These staff or personnel matters include, but are not limited to, such areas as selection, promotion, appraisal, discipline, transfer, staffing needs, work methods, changes in terms and conditions of employment, grievances, or the interpretation and administration of the applicable Collective Agreement. "Supervisors" includes employees in other employee classifications who perform supervisory functions.
- b) "Professional engineer" means either: a) an employee who is a member of the engineering profession entitled to practice in Ontario and employed in a professional capacity; or b) an employee with equivalent credentials who is in a position that requires engineering expertise and specialized knowledge. This definition includes all employee categories included under the heading of "Professional Engineer" listed in Attachment A to Appendix I "Utilization and Advancement of Professional Engineers and Scientists" in this Agreement. "Professional engineers" includes employees who satisfy these criteria and who are required to perform supervisory functions.
- c) "Engineers-in-training" means an employee who has completed a course of specialized instruction in engineering sciences and graduated from a university or similar institution, who has not satisfied all the requirements for practicing as a professional engineer and who is on a structured training program to partially satisfy these requirements.
- d) "Scientists" means employees who are university graduates in the Natural Sciences, the Applied Sciences, Mathematics or Computer Sciences, who are not classified as professional engineers, and who are engaged in the application of this specialized knowledge in the course of their employment. This definition includes all incumbents in positions identified under the heading of "Scientists" listed in Attachment A to Appendix I entitled "Utilization and Advancement of Professional Engineers and Scientists" in this Agreement. "Scientists" includes employees who satisfy these criteria and who are required to perform supervisory functions.
- e) "Professional employee" means an employee who:
 - i) in the course of his/her employment is engaged in the application of specialized knowledge ordinarily acquired by a course of instruction and study resulting in graduation from a university or similar institution; and

- ii) is eligible to be a member of a professional organization that is authorized by statute to establish the qualifications for membership in the organization; or
- iii) performs the functions, but lacks the qualifications of a professional employee.

“Professional employees” include employees who satisfy these criteria and who are required to perform supervisory functions.

- f) “Administrative employee” means an employee who normally supervises persons engaged in office administration, construction, security or maintenance work who are represented by another trade union. This definition includes employees who share a community of interest with “supervisors”.
- g) “Associated employees” means employees in positions which normally require a university degree or equivalent education or experience. This definition encompasses employees who share a community of interest with “professional engineers”, “scientists” or “professionals” and includes, but is not limited to, Nurses. “Associated employees” includes employees who satisfy these criteria and who are required to perform supervisory functions.

2.4 Supervisory Employees - Code of Ethics

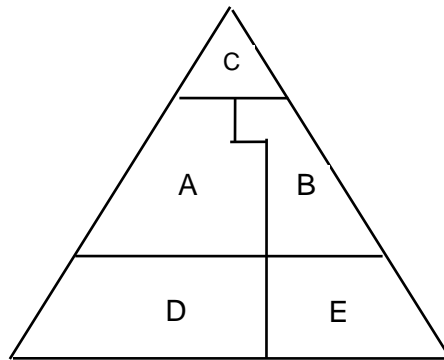
Hydro One agrees to include supervisory employees in the bargaining unit on the condition that the parties recognize that supervisory employees will continue to exercise key functions in the control and operation of Hydro One. As members of Hydro One’s managerial staff, supervisors use judgment to express and make operative the decisions of Management. They are responsible for fostering a healthy work environment. The parties recognize the responsibility of supervisors to discharge their supervisory duties in good faith. The Society and Hydro One will identify, minimize and/or avoid the conflicts/perceived conflicts of interest that may arise concerning the relationship between supervisors, the Society and Hydro One.

It is recognized that supervisory employees may be disciplined for failure to act in good faith as a representative of Management and fulfilling their responsibilities including abuse of supervisory position and breach of trust.

2.5 Exclusions Process

Hydro One and the Society agree to the following process for the purpose of excluding new and changed positions from the Society’s jurisdiction.

- 1. a The following new or changed job documents or their electronic equivalents in Scenarios A to D will be sent to the Society for their review:



- A - Society Jobs
- B – Band 7 & 8 MCP Jobs
- C – Band 6 and above MCP Jobs
- D - Borderline Society/PWU Jobs
- E – Band 8 and below MCP Jobs

Scenario	New Jobs	Revised Jobs
A	Documents will be sent to the Society after finalization.	<ul style="list-style-type: none"> i) If job leaves Society jurisdiction, documents will be sent to the Society before finalization. ii) If Society jurisdiction does not change, documents will be sent to the Society after finalization.
B	Documents for new Band 7 & 8 MCP jobs will be sent to the Society before finalization.	If jurisdiction changes to Society bargaining unit, documents will be sent to the Society after finalization.
C	Documents for new Band 6 and above ¹ MCP jobs will be sent to the Society before finalization.	If jurisdiction changes to Society bargaining unit, documents will be sent to the Society after finalization.
D	<p>Documents for the following new jobs not established as PWU jobs in the past will be sent to the Society before finalization:</p> <ul style="list-style-type: none"> i) supervisory jobs, and ii) non-supervisory jobs which report to a Society-represented position and are paid at the final step rate at or above MP1 reference point. 	If jurisdiction changes to Society bargaining unit, documents will be sent to the Society after finalization.

1. b Clarity Note regarding the Application of Exclusions Process to New or Changed MCP Jobs that are excluded under the new exclusion criterion (see Appendix III):

¹ In this section “above Band...” refers to MCP salary bands that are higher in the organizational hierarchy (e.g. Band 5 is above Band 6) and “below Band...” refers to MCP salary bands that are lower in the organizational hierarchy (e.g. Band 6 is below Band 5).

- i. Vice-President jobs and/or jobs rated Band 4 or above do not need to go through the exclusion process. Hydro One will notify the Society about any applicable new jobs.
- ii. The exclusions process does not apply to jobs that have an MCP report.
- iii. Subject to (ii) above, the exclusions process will apply to jobs rated Band 5 and below (including but not limited to Bands 6 and 7).
- iv. In the event that Hydro One changes the system used to classify MCP jobs, or significantly alters the MCP band structure, the parties will attempt to reach agreement on how to apply the principles set out above to the new/modified classification system. Failing agreement, either party may refer this dispute to a mutually agreeable arbitrator.

1. c Frozen Landscape

The parties agree that the frozen jurisdictional landscape as agreed to in the May 31, 2007 Memorandum of Agreement will form the basis of the ongoing jurisdictional landscape between the parties. For clarity, Hydro One will not alter or amend any existing Society represented jobs such that as a result they fall outside the Society's jurisdiction. Hydro One can introduce newly created MCP jobs, which will be processed in accordance with the exclusion process. Also, Hydro One can replace individuals who leave existing MCP jobs or add additional positions to existing MCP jobs.

The employer will provide the Society with a complete list of the jobs included in the "frozen landscape", including job title and occupation code. The employer will provide the Society with a written summary of any changes in "frozen landscape" jobs, including job title revisions, every year. These timelines may be amended by mutual agreement.

2. If a new or changed job is excluded from the Society's jurisdiction and the Society has concerns with the exclusion, the parties will meet within 15 days of the exclusion request to attempt to resolve any outstanding issues.
3. If the parties are unable to resolve the issues, the Society can request that the dispute be submitted to expedited arbitration. A hearing will be held within 30 days of the referral, and a decision will be rendered within 15 days of the hearing. Management cannot implement the exclusion until the Arbitrator's decision. The Society must inform Hydro One of their intent to request arbitration within 10 days of the meeting taking place. If the Society does not request arbitration, Hydro One is free to implement the excluded position.
4. Management will notify the Society office of any jurisdictional grievance filed by another trade union against a Society-represented position and will advise the Society of any change in status (e.g., referred to next step, resolved, withdrawn).
5. Attachment 1 is the exclusion form which will be used in accordance with this process. The Society's agreement to exclude any position under this process is without prejudice to its position in any proceedings and will not limit the Society's right to challenge the exclusion at a later point in time.

ATTACHMENT 1 Hydro One Request for Society Exclusion

-Note: Before an occupation code can be issued, completion of the shaded areas by Line Management and/or Human Resources is mandatory.

date	job title	schedule/grade
business unit	division	department

This is a: new document
 revised and previously excluded document - existing occupation code:
 revised and previously included document - existing occupation code:
 Managerial Exclusion Confidential Exclusion Within Another Trade Union

<p>SOCIETY UNIT DIRECTOR</p> <p><input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed</p> <p>If disagreed, why?</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Society Unit Director (signature)</p> <p>_____</p> <p>Date: _____</p>	<p>SOCIETY STAFF OFFICER</p> <p><input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed</p> <p>If disagreed, why?</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Society Staff Officer (signature)</p> <p>_____</p> <p>Date: _____</p>
--	--

(The Society's agreement to exclude any position from its jurisdiction is without prejudice to challenge this exclusion at a later point.)

<p>Line Management (signature)</p> <p>_____</p> <p>Date: _____</p>	<p>Human Resources Department (signature)</p> <p>_____</p> <p>Date: _____</p>
--	---

Note: See Article 2 of the Society-Hydro One Collective Agreement for the complete Recognition Clause and Letter of Understanding, dated Oct. 4, 1994. For clarification or information regarding exclusion, please contact your Human Resources Officer or Labour Relations - Corporate HR or the Society Office or a Society Unit Director.

2.6 Successor Rights

2.6.1 Hydro One agrees that it will not directly or indirectly request government to exempt the Company or the Society from the successor rights provisions of the applicable labour relations legislation.

2.6.2 The successor rights provisions of the applicable labour relations statute shall be incorporated by reference into this collective agreement. No board of arbitration established pursuant to the grievance and arbitration provisions of this contract has jurisdiction to make any decision within the jurisdiction of the Labour Relations Board and nothing herein is intended to affect the jurisdiction of the Labour Board to resolve disputes related to the application of the provisions of the statute. For purposes of s.48 of the *Ontario Labour Relations Act* and s. 57 of the *Canada Labour Code*, the Ontario Labour Relations Board or the Canada Labour Relations Board shall be deemed to be a Board of Arbitration for the resolution of disputes related to the interpretation, application, administration or alleged violation of this provision of the collective agreement. The remedial powers of the Labour Board shall be as set out in the relevant statutory provisions governing successor rights.

3 EMPLOYEE CLASSIFICATIONS

3.1 Probationary Employees

A probationary employee is an employee who is hired on a trial basis with the prospect of being reclassified as a regular employee, if the employee's performance satisfactorily meets the job requirements. The probation period is normally a minimum of six (6) months and a maximum of twelve (12) months upon mutual agreement of the employer and the Society representative². After six (6) months, or after twelve months where an extension has been agreed to, the employee will either be made regular, transferred to another probationary position or terminated unless there is an expectation that a longer probationary period will result in improvement in a specific area which has been identified to the employee (e.g. completion of a training course or a specific work assignment, interrupted probationary period as a result of parental leave, etc.) The employee's benefits and working conditions are the same as regular employees with exceptions identified in the provisions where different treatment has been agreed to.

3.2 Regular Employees

A regular employee is an employee who has either served the required probationary term or has previously been employed in one of the other categories and has satisfactorily met the job requirements. The employee occupies a position that is considered part of the on-going organization of Hydro One.

3.2.1 Reduced Hours of Work Regular Employees

A reduced hours of work regular employee is an employee who has regular status but works less than the base hours for a full-time position. The employee's benefits and working conditions are pro-rated and based on the entitlements of

² For the meaning and application of the term "Society representatives" throughout this agreement, see Appendix IX ("Designation of Society Representative Contact Persons/Decision-Makers in the Society-Hydro One Collective Agreement")

the regular employees. The pro-rating is described in Article 71 (Reduced Hours of Work).

3.3 Temporary Employees

3.3.1 A temporary employee is an employee who is hired for short-term work assignment which is not ongoing (i.e. normally not extending beyond 24 months). The employee's benefits and working conditions are as per Article 33 (Temporary Employees).

3.3.2 Reduced Hours of Work Temporary Employees

A reduced hours of work temporary employee is an employee who has temporary status but works less than the base hours for a full-time position. The employee's benefits and working conditions are pro-rated as per Article 33 (Temporary Employees).

3.3.3 Student Employees

A student employee is an employee who is hired for short-term work which is not ongoing. He/she is normally in the process of completing his/her post-graduate studies and is expected to return to his/her studies after an agreed employment period. The employee's benefits and working conditions are as per Article 33 (Temporary Employees).

4 SERVICE CREDIT DEFINITIONS

Service credits shall be based on all previous full-time (regular, temporary and casual) service and part-time/reduced hours (regular and temporary) unless otherwise specified. (See Section 9.3 Transition Provisions)

4.1 Established Commencement Date (ECD)

The "ECD" represents the latest date of hire, subject to authorized adjustments for previous service as detailed below.

a) Regular

The ECD for regular employees is calculated by giving service credits for:

- probationary employment;
- 100% of employment service in an acquired company;
- previous regular and temporary (full-time and reduced hours employment), if there has been no break in service exceeding twelve (12) months;
- previous casual construction employment if there was no break in employment exceeding three (3) months (or 12 months for casual construction employees on the Pension and Insurance Plan).

(The ECD has an impact on sick leave and severance pay.)

b) Temporary

The ECD for temporary employees is calculated by giving service credits for:

- previous temporary employment, if there has been no break in service exceeding 3 months and employee has less than 12 months service;
- previous temporary employment, if there has been no break in service exceeding 12 months and employee has greater than 12 months service.

(The ECD has an impact on statutory holidays and floating holidays.)

4.2 Vacation Credit Date (VCD)

The VCD represents all service regardless of breaks. While a regular employee, service credits shall be based on the current ECD and adjusted for all previous periods of Hydro One employment. All employees who currently work reduced hours or have done so in the past, will have such service calculated as if were full time.

(VCD is used to determine vacation bonus.)

4.3 External Experience Value (EEV)

The EEV represents a vacation credit quantity expressed in number of years, months and days for external work experience granted to qualifying regular employees (Section 40.7). The EEV and VCD determine total years credit for vacation entitlement (days) and service-based payment in lieu of notice (Subsection 64.13.1).

4.4 Service Recognition Date (SRD)

The SRD for regular employees represents all service while a Hydro One employee on payroll regardless of breaks in employment. Service credits shall be based on the last hire date and adjusted for all previous periods of Hydro One employment. All employees who currently work reduced hours or have done so in the past, will have such service calculated as if it were full time (it should never be pro-rated).

Authorized Adjustments:

a) Personal Leaves of Absence

SRD includes the time an employee is on "leave", if the employee is on a:

- personal leave of absence with pay; or
- personal leave of absence without pay which is less than 15 working days; or
- personal leave of absence without pay which is more than 15 working days and which was started on or after April 15, 1993 -- only that portion which was taken during the period from April 15, 1993 to August 31, 1997.
- prepaid leave of absence, under the enhanced leaves of absence policy dated April 16, 1993, greater than eight (8) weeks.

b) Pregnancy/Parental Leaves

SRD includes the time an employee is on a pregnancy/parental leave (previously referred to as normal or extended maternity/adoption leave).

c) Job Sharing

SRD is calculated as if the employee is working full-time hours.

d) Work Sharing

SRD is calculated as if the employee is working full-time hours.

(SRD has an impact on recognition of employee service at years 25 and 40, Quarter Century Club Membership and seniority (Article 64).)

4.5 “Eligibility Service” or “Continuous Employment” for Pension Purposes

Generally, it is the number of years (including a portion of a year) a pension plan member has been continuously employed in which there has been no break in employment exceeding 12 months. It includes previous Ontario Hydro/Hydro One pensionable service which has been reinstated; external service which has been transferred into the pension plan under a reciprocal pension transfer agreement; and periods of pregnancy/parental leave. It may include certain types of non-Hydro One regular service purchased under special provisions. It generally excludes leaves of absence without pay except where the employee elects to pay the pension contribution. The exceptions are detailed in the pension rules.

Eligibility Service (ES) is used as an eligibility criterion for early retirement and the associated early retirement discounts; and in conjunction with Membership Service (i.e., the service subsequent to the date actually joining/started contributing to the Plan) and Age, to determine death and termination benefit entitlements.

5 TEMPORARY ASSIGNMENTS

There may be instances when employees are temporarily removed from their normal duties to perform work outside of the Society's bargaining unit. Likewise, employees from outside of the bargaining unit may be assigned temporarily to work within the Society's bargaining unit.

In such instances, the parties agree that:

5.1 Employees Temporarily Excluded from Society Jurisdiction

5.1.1 The Society shall be given prior notice of any temporary assignment exceeding three months' duration that Hydro One considers outside the bargaining unit, along with a rationale for the proposed exclusion.

5.1.2 The Society shall continue to represent employees who have been temporarily removed from their regular positions to perform work outside the bargaining unit for the first three months of the temporary assignment. Dues shall be deducted and remitted to the Society for the three month period.

5.1.3 Except where otherwise specified in this Agreement, Society-represented employees who are temporarily assigned to positions outside the bargaining unit shall have access to all benefits, plans or entitlements under Part X (Health Benefits), Part VII (Pension and Insurance), Part XI (Relocation Assistance), and Articles 64 (Redeployment, Surplus Staff and Change of Employer) and 65 (Vacancies) of the Collective Agreement for the full duration of the assignment.

5.2 Employees Temporarily Included in Society Jurisdiction

5.2.1 Hydro One personnel from outside the Society's bargaining unit who are temporarily assigned work within Society jurisdiction shall be represented by the Society for that portion of the assignment extending beyond three months, and dues shall be deducted for the period beyond three months.

5.2.2 During the period of Society representation, temporarily included employees shall be subject to the provisions of the Collective Agreement, but the following shall not apply:

- Article 31 (Salary Progression Plan)
- Part IX (Absence from Work)
- Part X (Health Benefits)
- Part VII (Pension and Insurance)
- Part XI (Relocation Assistance), except for Article 56 (Compensation when Assigned to Temporary Work Headquarters)
- Part XIII (Working Conditions) except for vacancy rights pursuant to Clause 65.6.3.i
- Other provisions or agreements to the extent they concern the above

5.3 Grievance

The Society's Complaint and Grievance/Arbitration procedure shall apply to any dispute relating to an applicable provision of the Society's Collective Agreement, including any dispute as to whether the Collective Agreement is applicable in the circumstances. The employee and/or the employee's bargaining agent retain any rights in respect of terms and conditions of employment to which the Society's Collective Agreement does not apply.

6 EMPLOYEES ON TEMPORARY OUT-OF-PROVINCE ASSIGNMENT

6.1 Terms and Conditions of Employment During Assignment

6.1.1 When a Society-represented employee accepts a temporary assignment outside Ontario, the employee:

- a) retains his/her status as an employee of Hydro One;
- b) continues to accrue service credit for all purposes under Article 4 of the Collective Agreement;
- c) is required to pay Society dues during the term of any assignment beginning on or after January 1, 1995.

- 6.1.2 The employee remains represented by the Society until he or she begins this assignment. When an employee accepts a personal services contract, that contract together with this Article shall constitute the employee's complete terms and conditions of employment for the full term of the assignment. Hydro One will advise the Society after a personal services contract with a Society-represented employee is signed.
- 6.1.3 Hydro One will indemnify, or cause to be indemnified, each employee who, in the course of work on temporary out-of-province assignment, becomes subject to a claim made against him/her or to a threat of discipline from an association with statutory power to apply professional standards. Article 13 will apply unless indemnification provisions specific to a given contract or project are identified in the personal services contract.

6.2 Filling the Pre-Assignment Position

Before the employee commits to the assignment, Management will determine whether it intends to fill the position on a temporary or regular basis and discuss the decision and rationales with the employee. Hydro One will inform the employee of any intent to change this plan while the employee is on an out-of-province assignment.

6.3 Redeployment Upon Completion of Assignment

- 6.3.1 The line manager in the employee's pre-assignment Business Unit shall provide or shall identify appropriate personnel to provide the returning employee with employment-related information and assistance and to carry out the provisions of this Subsection upon completion of the assignment and return to Ontario.
- 6.3.2 When the employee's pre-assignment position with Hydro One continues to exist and has not been filled or has been filled temporarily, the employee shall return to that position.
- 6.3.3 When the employee's pre-assignment position with Hydro One no longer exists or has been filled regularly, and the employee is not surplus by operation of Article 64, the employee shall be placed in an Hydro One vacancy for which he/she is qualified, in the following order:
- a) a lateral vacancy within the employee's pre-assignment Business Unit at the pre-assignment location;
 - b) within the pre-assignment Business Unit, a choice of a lateral vacancy at a new location, or a vacancy within two salary grades lower at the pre-assignment location;
 - c) within the pre-assignment Business Unit, a vacancy within two salary grades lower, in a new location;
 - d) redeployment in accordance with Article 64.
- 6.3.4 Placements under Subsection 6.3.3 (a), (b) or (c) above are exceptions to Hydro One posting requirements, consistent with Subsection 65.6.1 (b).

6.3.5 When there is a reasonable expectation that an employee will be placed in a different position upon return from a temporary out-of-province assignment, Hydro One will identify and notify the employee of potential placements. An employee who is not placed within 30 days of completion of the assignment and return to Ontario shall have the right to be redeployed in accordance with Article 64.

6.4 Employment Continuity During Temporary Out-of-Province Assignment

6.4.1 Employees on temporary out-of-province assignments will be neither advantaged nor disadvantaged with respect to rights under Article 64 upon return from the assignment. When an employee's pre-assignment position has been included in a Unit of Application for redeployment under Article 64, the employee will be redeployed in accordance with Article 64.

The Joint Redeployment and Planning Team (JRPT) will consider issues such as:

- the number of employees within the unit of application who are on temporary out-of-province assignments;
- the duration of the assignments;
- the seniority of the affected employees;
- the qualifications of the affected employees;
- the ability to factor the employee into the on-going joint planning efforts (i.e., will the employee be returning during or shortly after the joint planning process);
- the ability to fill positions in the new organization on a temporary assignment basis in order to accommodate a returning employee;
- the need to fill positions in the new organization on a continuing basis;
- the need to keep employees apprised of developments within their unit of application that may impact on their job status during the assignment.

6.4.2 If an employee is declared surplus while he/she is on temporary out-of-province assignment, the employee will be notified and all surplus entitlements will be deferred until the employee completes the assignment and returns to Ontario.

6.4.3 An employee on temporary out-of-province assignment who is subject to redeployment under Article 64 in his/her absence and the JRPT determines:

- a) the employee would have been matched to a position by virtue of seniority and qualifications and is, therefore, deemed not surplus; and
- b) the employee will not be matched in the redeployment; then the employee will be entitled to treatment under Section 6.3 above.

7 LETTERS OF UNDERSTANDING

7.1 Letters of Understanding will form part of this collective agreement. Letters of Understanding are found in Part XVI.

7.2 Letters of Understanding

7.2.1 Intent

A Letter of Understanding may serve the following purposes:

- amend or add to the current provisions of the agreement;
- elaborate/clarify the intentions of a provision of the collective agreement
- establish provisions for issues not covered by the agreement

7.2.2 Grievance/Arbitration

Letters of Understanding are subject to the same grievance and arbitration provisions as are other items in the collective agreement

7.2.3 Approval

Letters of Understanding must bear the signatures of both the Vice-President Labour Relations (for Hydro One) and the Local Vice-President (for the Society) or their designates.

7.2.4 Duration

The parties agree that, for the most part, Letters of Understanding should contain "sunset clauses". In those cases where such a clause has not been put into a Letter of Understanding, the Society and Hydro One will at some time during collective agreement negotiations determine the status of each such Letter of Understanding (e.g., incorporate in to the collective agreement, delete it, extend it, etc.).

PART III - VOLUNTARY RECOGNITION AGREEMENT

8 VRA AMENDMENTS

A Voluntary Recognition Agreement (VRA) between Ontario Hydro and the Society came into effect on January 14, 1992. A complete text of the VRA between Ontario Hydro and the Society is found in Appendix IV. The VRA, as amended in this Article, is applicable to Hydro One. The VRA shall remain in effect thereafter except for Sections 4.0 and 5.0 of the VRA (outlined in Articles 14 and 15 of this Agreement) which may be terminated by written notice by either party not less than six months prior to the expiry of the Collective Agreement in operation on January 1, 2005 or any subsequent Collective Agreement. On January 6, 2003, Hydro One provided the Society with written notice of termination of paragraphs 4.0 and 5.0 of the VRA.

In the event that either party desires to amend the VRA on or after January 1, 2005, it must notify the other party in writing not less than six months prior to the expiry of the Collective Agreement in effect on January 1, 2005 or thereafter six months prior to the expiration of any subsequent Collective Agreement. In such circumstances the parties will have the right, if either party so chooses, to appoint a mutually agreeable mediator for the purpose of reaching a settlement of the issues and where there is mutual agreement the mediator shall arbitrate outstanding matters in dispute.

Notwithstanding the above, the parties may mutually agree to amend the VRA at any time.

8.1 Supervisory Employees

For the purposes of this Article, the parties agree that Supervisory positions are those that are not excluded under Article 2.0 above and that satisfy the following criteria:

- a) Employees on Salary Schedule 01 who under Plan A "Nature of Supervision" have either Degree 3 (or higher) or its equivalent;
- b) Employees on Schedules 02 or 03 on condition they normally supervise other employees.

PART IV - COLLECTIVE AGREEMENT TERM - NO STRIKE/NO LOCKOUT

9 COLLECTIVE AGREEMENT TERM - NO STRIKE/NO LOCKOUT

9.1 This Collective Agreement shall remain in effect from **April 1, 2016 to March 31, 2019** inclusive and, thereafter, shall be renewed automatically from year to year unless either Party notifies the other in writing not less than 90 days prior to the expiration of the Collective Agreement that it desires to amend the Collective Agreement.

9.2 No Strike/No Lockout

The Society, employees within the scope of the bargaining unit, and Hydro One are pledged to the effective and efficient operation of Hydro One and they pledge themselves, individually and collectively, to refrain from taking part in strikes, lockouts or sympathy strikes and other interference with work or production during the term of the Agreement.

Nothing in this Collective Agreement is intended to interfere with the exercise of lawful economic sanctions under the *Ontario Labour Relations Act* and the *Canada Labour Code* by any member of the bargaining unit or bargaining units as the case may be or by the Society itself should either party to the Agreement elect to terminate Sections 4.0 and 5.0 of the Voluntary Recognition Agreement.

9.3 Transition Provisions

9.3.1 The following transitional provisions have no application to any person who was not an employee on January 1, 1999.

9.3.2 The term "bargaining unit" for the purposes of Section 9.3 herein ("this Section") will mean the Society bargaining unit with one of Ontario Power Generation Inc. (Nuclear), Ontario Power Generation Inc. (Non - Nuclear), Hydro One Inc., Independent Market Operator or Electrical Safety Authority.

9.3.3 After December 31, 2002, an employee in a bargaining unit who is declared surplus, who is eligible to exercise rights under *the* "Pre Mix and Match Surplus Declarations" LOU (dated March 31, 1995) or who has recall rights is eligible to apply to posted vacancies in another bargaining unit. Such applicant will be given fair and objective consideration for employment before new hires. A successful applicant will transfer his or her service to the new Employer in accordance with paragraph 9.3.5, below. No employee hired under this provision will be entitled to any relocation or moving expense under the provisions of any Collective Agreement.

9.3.4 An employee in a bargaining unit, to the extent he/she is not subject to other selection – provisions in this Section, may apply for posted vacancies and placement in another bargaining unit as an external applicant on the basis of Article 65.6.3(h).

9.3.5 Any successful applicant to a position in another bargaining unit shall transfer all accumulated service, vacation, seniority, pension, and sick leave credits as set out in Articles 4 ("Service Credits"), 44 ("Sick Leave Plan") and 64

("Redeployment, Surplus Staff Procedure and Change of Employer") to the new employer. The employee shall be reimbursed by the former employer for all his or her outstanding accumulated vacation, including current year, bonus, banked and deferred vacation, as applicable under Article 40 ("Vacation") according to the collective agreement with the former employer. The provisions of this paragraph also apply to employees changing bargaining units pursuant to LOU #4.

- 9.3.6 Priority consideration for vacancies and service credit transfer under this Article shall only apply where it is reciprocated in the collective agreement of the bargaining unit from which the employee is applying/transferring.

PART V - UNION SECURITY

10 SOCIETY MEMBERSHIP AND DUES DEDUCTION

10.1 Membership in the Society

The Society agrees to permit members to withdraw from membership in the Society.

10.2 Dues Deduction (Rand Formula)

Society dues, as prescribed by the Society Constitution, or an equivalent amount, shall be deducted monthly (or more frequently if agreed) by Hydro One by compulsory payroll deductions from all Society-represented employees and shall be forwarded to the Society on their behalf with a list of appropriate employee information.

The Society confirms it will respect the applicable provisions of the *Ontario Labour Relations Act (RSO 1990)* and the *Canada Labour Code* with respect to bona fide religious convictions or beliefs.

11 PRINCIPLES REGARDING INVOLVEMENT WITH RESPECT TO SUCCESSOR RIGHTS

Consistent with the parties' commitment to deal with issues in an open and co-operative manner with the earliest possible involvement of each party, the parties have developed the following principles and intent:

- a) Prior to the finalization of negotiations that could lead to the sale of all or part of the business, privatization of all or part of a Business Unit, the creation of joint ventures or partnerships or other enterprises which could adversely impact on the Society's bargaining rights or the contractual rights of its members, the Society will be consulted to the extent that circumstances reasonably permit. The Society agrees that confidentiality will be maintained.
- b) The parties agree to attempt to minimize the negative impacts on Hydro One employees in these circumstances.
- c) Hydro One agrees to apprise any external third party involved in negotiations that Hydro One has employees represented by the Society and Hydro One will undertake to provide the Society with an opportunity to present its interests to the third party.

PART VI - DISPUTE RESOLUTION PROCESSES

12 No DISCRIMINATION

12.1 Human Rights

Every employee has a right to be free of harassment and discrimination in the workplace on the basis of prohibited grounds, as outlined in the Hydro One Human Rights Policy. An employee who has a harassment or discrimination complaint on the basis of these grounds will have access to Hydro One's Human Rights and Harassment Complaints resolution policy process or the grievance process.

Any Society-represented employee involved in Hydro One's Human Rights and Complaints process may consult with and be accompanied by a Society representative if he or she chooses to do so. No record of a complaint will be maintained in an employee's personnel file, except in the case of individuals who have received disciplinary action. Any person against whom a formal complaint is filed must be given particulars of the complaint.

As long as an employee has an active complaint of discrimination or harassment on the basis of prohibited grounds, either under Hydro One's Human Rights and Complaints process or with the Human Rights Commission, the Society will not make such a complaint or Hydro One's process the subject of a grievance on the employee's behalf.

12.2 Union Activity

Hydro One shall not discriminate against an employee on the basis of membership or activity in the Society. An employee who has a complaint of such discrimination shall have the right to seek redress under the Grievance and Arbitration Procedure.

13 EMPLOYEE INDEMNIFICATION

13.1 Hydro One will provide assistance and financial indemnification to an employee who, as a consequence of performing the normal duties of his or her job for Hydro One, is made, or threatened to be made, a party to a civil action or a criminal proceeding (other than for offences under the Criminal Code of Canada) or quasi-criminal proceeding, or other administrative proceeding (such as formal complaint filed with the Human Rights Commission), or is subject to a threat of discipline or actual discipline from an association that is empowered by statute to regulate professional standards. This assistance will include independent legal representation at Hydro One's expense, subject to Hydro One's approval of the employee's choice of his/her counsel.

Notwithstanding the above paragraph, Hydro One will not provide financial indemnification to an employee considered by Hydro One to have acted with dishonesty, bad faith, or with intentional or reckless disregard for the best interests of Hydro One.

An employee who is subject to prosecution under criminal law (Criminal Code of Canada) as a consequence of performing the normal duties of his/her job and found to be not guilty, or against whom charges have been dropped, may receive financial indemnification.

14 VOLUNTARY RECOGNITION AGREEMENT DISPUTES

14.1 Enforcement

The primary method of enforcement of the Voluntary Recognition Agreement shall be pursuant to the grievance and arbitration provision in this Collective Agreement. However, should the Collective Agreement not be in operation or applicable to the dispute, either party shall have the right to refer to final and binding arbitration any differences between the parties arising from the interpretation, application, administration or alleged violation of the Voluntary Recognition Agreement, including any question as to whether a matter is arbitral.

Subject to the conditions of this Agreement, if a mediator or arbitrator is not appointed within 30 days of a matter being referred to mediation and/or arbitration, either the Society or Hydro One shall have the right to refer the matter to the Minister of Labour (provincial or federal) or the Chief Justice of the Ontario Court of Justice and the Minister or Chief Justice shall appoint a mediator and/or arbitrator. The arbitrator will have the power accorded under the *Ontario Labour Relations Act* and the *Canada Labour Code*.

15 HEALTH AND SAFETY DISPUTES

15.1 Except for disputes involving the principles set out in the Tripartite Agreement on Joint Health and Safety Committees, all other disputes involving allegations that Hydro One has violated the provisions of the *Occupational Health and Safety Act (OHSA)* will not be subject to the provisions of the grievance/arbitration procedure except where provided for by the legislation itself. The parties will attempt to resolve such disputes at the lowest level possible. Failing resolution, the dispute may be forwarded to the Ministry of Labour for final resolution.

15.2 Disputes which involve interpretations about Sections of the OHSA, or any of its associated regulations will be resolved in accordance with the procedure set out in the joint agreement "*Handling Legislative and Regulatory Impasses Pertaining to the Occupational Health and Safety Act and its Associated Regulations*" dated December 5, 1991.

16 COMPLAINT AND GRIEVANCE/ARBITRATION PROCEDURE

16.1 Preamble and Principles of Operation

The following procedure for dispute resolution consists of three elements: a complaint process, a grievance procedure and an arbitration process. These processes will be used by the Parties in order to resolve complaints and grievances submitted by Society-represented staff, the Society, or Hydro One unless the parties have expressly agreed elsewhere in this Agreement on alternate dispute resolution processes to limit the scope of the grievance/arbitration procedure.

Early discussions and resolutions at the lowest level possible are encouraged because this leads to addressing issues before a grievance is lodged. The Parties also recognize that early and open discussions are key to maintaining a positive working relationship.

The Parties recognize the need for open and honest discussions at all levels of the complaint and grievance process. These discussions will allow for a common

understanding of all the facts and will enhance the chance of a mutually acceptable resolution.

This process should have the flexibility to respond to the advantages gained through a problem-solving approach to dispute resolution.

This process is designed to be simple, efficient, and understandable for all parties involved.

16.2 Definitions

a) Employee Complaint

An employee complaint is a claim of unfair treatment that an employee has requested the Society to present on the employee's behalf. An employee complaint which does not meet the criteria of an employee grievance shall not be subject for the grievance/arbitration procedure.

b) Employee Grievance

An employee grievance is defined as any dispute between Hydro One and the Society arising from the application, administration, interpretation or alleged violation of the Collective Agreement, or unreasonable exercise of Management discretion in the administration and application of the collective agreement. An employee grievance shall be filed at Step 2, normally following consideration of an employee complaint at Step 1.

c) Group Grievance

A Group grievance is defined as any dispute between Hydro One and the Society arising from the application, administration or alleged violation of the Collective Agreement, or unreasonable exercise of Management discretion in the administration and application of the collective agreement relating to the same dispute by more than one employee. A Group grievance shall be filed at Step 2. Grouped complaints will normally be considered at the Complaint Step if the employees report to a single supervisor.

d) Policy Grievance

A Policy grievance is defined as any dispute between Hydro One and the Society arising from matters of application, administration, interpretation, or alleged violation of the Collective Agreement. A policy grievance shall be filed at Step 2, and must be filed within 60 days after the circumstances giving rise to the grievance have come or ought to have reasonably come to the attention of the Society.

e) Management Grievance

Hydro One may present to the Society any complaint with respect to the conduct of the Society. If such a complaint is not resolved, it may be treated as a grievance and referred to arbitration under the provisions of this Article.

16.3 Scope Notes – Grievance and Arbitration

16.3.1 Grievances concerning personal performance appraisals which are not related to the interpretation or application of Article 19 are not arbitral. These

grievances will be processed up to and including step 2 of the grievance process.

If a grievance concerning an employee's performance appraisal cannot be resolved by the step 2 Committee, the performance assessment, which includes the employee's comments, will stand as a record of that year's appraisal.

- 16.3.2 Grievances related to selections based upon Article 65.6.4 may be processed through the grievance/arbitration process. If the arbitrator rules the process for selection was unfair, the arbitrator is limited to ordering a new selection process take place.
- 16.3.3 Disputes concerning Article 90 relating to the Occupational Health and Safety Act or Part II of the Canada Labour Code will normally be referred to the Ministry of Labour consistent with Article 15.
- 16.3.4 Both Hydro One and the Society have access to the grievance/arbitration procedure for disputes arising from the application of Part II (Recognition).
- 16.3.5 The grievance/arbitration procedure may be used to challenge any unreasonable, arbitrary or bad faith action taken by Hydro One which results in the exclusion of any employee or position from the bargaining unit. The Parties will attempt to resolve disputes expeditiously. The Society may initiate an unresolved dispute as a Policy Grievance.

16.4 Timeliness

The grievance procedure shall proceed without unnecessary delay. It is recognized that in some cases strictly enforced time limitations may interfere with a mutually acceptable process of fact-finding or problem resolution. However, either Party may invoke a time limitation upon five (5) days' written notice to the other Party. Except by mutual agreement, time limits for initiating a complaint/grievance, however, must be adhered to.

16.5 Step 1: Employee Complaint

- a) The Society will file an employee's complaint with the local line manager within 30 working days of the date the employee should reasonably have been aware of the action or decision giving rise to the complaint. The Society will provide a form outlining the grievor's complaint, proposed resolution and will identify the employee's society representative.
- b) An employee's complaint must normally be raised with the employee's supervisor and/or Society delegate and every effort should be made to resolve it informally. Hydro One will provide independent facilitation where the Parties agree that this is a reasonable approach to resolving the complaint.
- c) Where mutually agreeable, the Society may initiate an employee grievance arising from disciplinary suspension or discharge directly at Step 2.
- d) Local management and the Society representative will meet to attempt resolution within ten (10) working days of the date that the complaint is filed. Where mutually agreeable, the employee may attend the Step 1 meeting. Any resolution at Step 1 will be without prejudice and will not constitute a precedent in any other matter between the Parties except by written agreement.

16.6 Step 2: Meetings of The Standing Grievance Settlement Committee (“GSC”)

- a) The Society may file an employee’s intent to grieve, with the grievor’s manager, within ten (10) working days of the step 1 meeting. The Society will file all Step 2 grievances within 30 working days from the 1st Step meeting. A policy grievance shall be initiated at step 2. The grievance form will indicate the articles in issue, outline the grievance and wherever possible, propose a resolution.
- b) Where a grievance is based upon discrimination or harassment, the parties will attempt to incorporate the following elements into the fact-finding :
 - i) the use of a neutral investigator agreeable to both parties;
 - ii) consideration of reports from preceding investigations;
 - iii) interviews with affected employees;
 - iv) mediation, if deemed appropriate by the parties upon consent of the affected employees.
- c) The parties will form a standing grievance settlement committee that will regularly schedule one meeting day every other month to attempt settlement of the grievance before it. Each party will appoint 3 standing members to the GSC. Each GSC shall comprise 1 standing member from each of the parties. These appointees must be representatives with decision-making authority.
- d) GSC hearing dates shall be determined and published annually on a calendar basis.
- e) Grievances heard by the GSC may be resolved by written agreement of the GSC. Unresolved grievances may be referred to expedited arbitration.

16.7 Grievance Arbitration

16.7.1 Expedited Arbitration

- A. Subject to Subsection 16.7.2, either Party may refer an unresolved grievance to expedited arbitration within 10 working days following the end of the Step 2. Expedited Arbitration shall be by a single arbitrator chosen by mutual agreement from the list at Article 16.7.5.
- B. Multiple cases will be heard on each day of expedited arbitration.
- C. Written briefs will be exchanged between the parties 1 week in advance of the expedited arbitration. Copies of the briefs will be forwarded to the arbitrator 1 week in advance of the hearing.
- D. The arbitrator will rely upon the briefs as much as possible and witnesses will only be called if required by the arbitrator.
- E. Expedited arbitrations will be held in alternating months in which the GSC hears grievances.

16.7.2 Regular Arbitration

- A. Unless the parties agree that expedited Arbitration is appropriate, Grievances based upon i) discharge/discipline, ii) harassment or discrimination, iii) policy grievances or iv) any other grievance the parties agree is not suitable for expedited arbitration, will be referred to a mutually agreeable arbitrator as per Article 16.7.5. Either party may refer an unresolved grievance to a single arbitrator within 10 days of the Step 2

meeting. Regular arbitration shall be scheduled within 60 days of the referral to arbitration.

16.7.3 General

- A. Each Party shall assume its own costs of the arbitration proceedings and shall share equally the cost of the arbitrator.
- B. An arbitrator shall consider any difference which arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated. An arbitrator shall also consider any matter of interpretation, application, and administration of policy and practice as may be referred to him/her by employee grievance. An arbitrator shall consider only such evidence as is presented to him/her by representatives of Hydro One or the Society.
- C. The arbitrator shall have the power to settle or decide such matters as are referred to him/her in a fair and equitable manner, and the arbitrator's decision shall be final and binding. An arbitrator shall not have the power to amend or terminate this Agreement, policies, or procedures save only any policies and procedures which may conflict with the terms of this Agreement.
- D. If mutually agreeable, the arbitrator may be requested to act as a mediator prior to formally commencing the arbitration.
- E. All arbitration decisions shall be delivered to the parties within 10 days of the arbitration hearing

16.7.4 Arbitrators

The following individuals are to be used as arbitrators if mutually agreed to:

John Stout
Fred von Veh
Laura Trachuk
 Jules Bloch
 Rob Herman
 Kevin Burkett

17 DISCIPLINE AND DISCHARGE

- 17.1 No employee, except as noted below, shall be disciplined or discharged without just cause.

When disciplining or discharging probationary employees for just cause, it is recognized that the probationary period is an extension of the selection process and that these employees have short service. Therefore, the threshold for discipline and discharge may be less than that of a regular employee in similar circumstances.

- 17.2 An employee is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with Management of the reasons for considering such action, unless he/she is a danger to himself/herself or others. A Society representative may be present at such a meeting if the employee so desires. The Society representative will be advised a minimum of 24 hours in advance by Management of the time and place of the meeting.

- 17.3 Where an employee is required to participate in an interview in circumstances where discipline is likely to follow for such employee, the employee shall be advised of his or her right to have a Society representative present, and to have such a representative present during the interview if he or she chooses.
- 17.4 Disciplinary penalties resulting in a suspension without pay will not be imposed until a final decision (agreement between the Society and Hydro One or an arbitrator's decision) has been reached.
- 17.5 Employment File
- a) Documents communicating discipline and discharge will be maintained in the employee's official employment file (normally 901 file).
 - b) Unless otherwise agreed to, after documents communicating discipline have been on an employee's file for a maximum of two years, and there have been no further disciplinary occurrences, then the documents communicating discipline will be removed
 - c) Employees shall be allowed access to their own personnel files. Employees should submit the written request to their supervisor. Review of the file shall be carried out in the presence of the supervisor or human resources contact. Additions or deletions to the file shall be made only with the approval of the supervisor and the human resource contact.

18 PRINCIPLE AND PROCESS OF PRIOR INVOLVEMENT IN JURISDICTIONAL ISSUES/DISPUTES

- 18.1 Hydro One should advise the Society and provide an opportunity for its involvement at the appropriate organizational level (e.g., Hydro One, Business Unit, Division, Station) prior to making any final decision which could adversely affect the Society's jurisdiction.

The Society's jurisdiction may be adversely impacted by an organizational or operational changes, including technological changes, workload changes, and business process re-engineering. The Society's jurisdiction is adversely impacted by any assignment of functions customarily done by Society-represented employees to persons or employees outside of its bargaining unit and/or reduces the proportion of work customarily performed by Society-represented employees relative to that done by persons or employees outside of its jurisdiction.

- 18.2 Prior to making a final decision that could adversely impact the Society's jurisdiction, at the request of either party, Hydro One will establish a joint team with the Society which will review relevant facts and issues. In the event that the jurisdiction of another union is affected by this decision, the Society and Hydro One will strive to include a representative of this union in the review team. The criteria considered by the joint or tripartite review team will include the following:

- representational rights
- skill and training
- safety
- economy and efficiency
- past practice

- 18.3 The parties agree to make their best efforts to reach consensus on issues affecting the Society's jurisdiction which will form the basis of recommendations to Senior Management.
- 18.4 In the event that consensus is not reached on issues affecting the Society's jurisdiction or Senior Management rejects the joint/tripartite team's recommendation(s), Hydro One will make the final decision and will provide written rationale for the decision to the Society.
- 18.5 The principle and process set out in 18.1 to 18.4 are not grievable with the exception of Hydro One's final decision. The recommendations of joint tripartite teams are without prejudice and cannot be relied upon at grievance/arbitration or before any labour relations board.

19 PERFORMANCE APPRAISAL FEEDBACK AND PERFORMANCE MANAGEMENT

19.1 Principles

- 19.1.1 Supervisors are expected to ensure all employees understand what is expected of them, encourage ambitious goal setting, stress accountability for results, and tolerate honest mistakes but not poor performance.
- 19.1.2 The Performance Appraisal process will be conducted in an atmosphere of mutual respect and empathy to encourage a positive two-way communication session. The employee should be given adequate notice and time to prepare.
- 19.1.3 The supervisor will endeavour to provide recognition to employees commensurate with contribution and performance. Performance expectations should be guided by the job document, work program of the unit and the employee's length of service in the job.
- 19.1.4 The supervisor should communicate on an ongoing basis and counsel the employee toward improved performance. Also, opportunities for improvement, training, performance counselling, assistance and sufficient opportunity and time to raise performance to the level required, should be part of the building blocks for the future.
- 19.1.5 The employee is responsible for recognizing that a problem exists and making a joint commitment to improve performance, or to jointly look at other alternatives, such as job skill match, etc.

19.2 Every employee has the right to an annual assessment with written feedback of his/her work over the preceding twelve (12) months.

19.3 Employee must be provided with a written record of the performance appraisal. Employees should receive written confirmation that the performance appraisal has taken place, and a statement of the employee's step standing as of the next "anniversary" progression date.

19.4 Performance Management

- a. If an employee fails to make satisfactory progress, his/her progression may be withheld for a period of six months.

- b. In taking this action, the Employer shall provide the employee and his/her Society representative with one month's notice with written reasons for withholding the progression and what is required to rectify the unsatisfactory performance.
- c. The performance of an employee whose progression has been withheld as above will be reviewed within six months. If progress and general performance are found to be satisfactory, progression shall be granted and the review date becomes the employee's new anniversary date. However, if progress and general performance are not satisfactory, the employee shall be either transferred or dismissed.
- d. If six months after the review his/her performance has continued to be satisfactory, he/she may be granted the next step in his/her progression. This will then re-establish his/her original progression status.

20 ROLE OF SUPERVISORS

20.1 As members of Hydro One's managerial staff, supervisory employees have a role to play in the resolution of disputes in their work units before they reach the grievance/arbitration procedure. In the event that a dispute reaches the grievance/arbitration procedure, the Society agrees not to discriminate against supervisors who represent Management in Society grievances.

20.2 The Society will exclude supervisors directly involved in a particular grievance from the decisions on the referral of the grievance through the grievance/arbitration procedure. Supervisors will not act on behalf of the Society in matters associated with a particular grievance where the grievance has been lodged by another member(s) who reports to the particular supervisor.

20.3 Society Representatives

A Society representative will be granted reasonable time off from normal duties and have normal base earnings maintained while acting as a Society representative in any of the steps of the grievance procedure or when required by Management to be a participant in arbitration proceedings under Articles 16, 19, and 64. Requests for time off will be made to Labour Relations, Hydro One Human Resources.

PART VII – PENSION AND INSURANCE

21 LIFE INSURANCE

21.1 The benefits and terms and conditions of the benefit entitlement for group life, living benefit and spousal life insurance for employees are as described in: the Collective Agreement; the brochure entitled “Group Life Insurance, Living Benefit and Spousal Life Insurance, updated May 31, 2000”. These documents, by reference, form part of the Collective Agreement. The benefits and terms and conditions of benefit entitlement as described in the above documents can be changed by mutual consent only.

21.1.1 The employee will be required to submit evidence of insurability if a re-election results in total increased insurance coverage.

21.1.2 Any re-election shall become effective on the January 1st following the year in which the re-election is made or on the date of approval by the insurer of any required evidence of insurability, whichever is later.

21.2 Life Insurance Options

Option	Basic Term Insurance³	Additional Term Insurance⁴
I	Two Times Base Salary	Nil
II	Two Times Base Salary	One Times Base Salary

21.3 An employee is eligible to purchase additional term life insurance in blocks of \$10,000 to a maximum of \$150,000 at no cost to the employer. Effective April 1, 2008, the Employer will no longer subsidize the cost of optional life Insurance.

21.4 An employee who meets the following criteria shall be eligible to cash out 50% of his/her total claim value to a maximum of \$50,000.

Criteria:

- the illness must be terminal with death likely to occur within 24 months;
- Hydro One’s consent is required;
- the consent of the employee;
- the beneficiary must have reached the age of majority; and
- the employee must be competent and able to understand a transaction of this nature.

Payments must be processed as a loan and interest charged to avoid making the payment a taxable benefit to the employee.

³ Basic Term Insurance is composed of term insurance equal to base annual earnings raised to the next \$500.00 and multiplied by 2.

⁴ Additional Term Insurance is the optional term insurance which an employee may elect in addition to the basic insurance coverage. It is equal to base annual earnings raised up to the next \$1,000.00.

When death occurs, the advance payment plus accrued interest is deducted from the claim value.

21.5 Spousal Insurance

21.5.1 Only spouses of active employees are eligible.

21.5.2 Insurance is available in units of \$10,000 to a maximum of \$150,000 (or 15 units).

21.5.3 The entire cost, including administration costs, will be paid by the employee.

21.5.4 The participation rate will have to be 20-30% otherwise proof of insurability will be required.

21.5.5 The premium rate will be different from the rate for employees, and will be experience rated. The premiums would then vary from year to year based on the experience of the previous year.

21.6 Dependent Insurance

21.6.1 Effective March 1, 2002 employees may purchase life insurance for their eligible dependents in the amounts of either \$10,000 or \$25,000 as detailed by the Insurance Carrier and at no cost to the employer.

22 PENSION PLAN

The Hydro One Pension Plan (Registration #1059104) constitutes the present Pension Plan and forms part of this collective agreement. The provisions of the Pension Plan are generally described in the brochure "A Guide to your Hydro One Pension Plan" (June 23, 2002).

Changes to the Pension Plan affecting Society-represented members of the plan, other than legislative changes, shall be made only upon mutual consent. It is agreed that normal administrative matters such as changing financial advisors are not considered to be changes to the Pension Plan, subject to any understanding, agreement or decision to the contrary with the PWU.

22.1 The employer shall not request legislation, regulations, or Order-in-Council approval or make rules which would change pension benefits, unless upon mutual consent. Moreover, the employer shall not seek legislation to change access to surplus unless upon mutual consent.

22.2 Any changes to actuarial assumptions used for the purpose of filing a funding valuation shall be discussed with the Society prior to filing. The Society reserves the right to challenge the actuarial assumptions used for such filing.

22.3 **Benefit Changes**

a) Actuarial Buy-Backs of Previous Service

The purchase of previous service at actuarial values pursuant to Amendment 17 of the Hydro One Pension Plan is limited to employees who were members of the

Pension Plan on or before March 31, 2013.

b) Employees Hired Before November 17, 2005 (“Legacy Plan Members”)

Effective March 31, 2025 for future service benefit accruals for current employees:

- **Adjust the number of years for final average earnings to 5 years from 3 years**

Explanatory Note on Pension Change for Legacy Plan Members

Final Average Earnings

- **Pension benefits earned for future service beginning March 31, 2025 will be based on a high five-year average instead of a high three-year average; the high three-year average will continue to apply to pension benefits earned for service prior to March 31, 2025.**

c) Employees Hired on or after November 17, 2005 (“New Plan Members”)

Effective January 1, 2018, a bridge benefit will be added equal to 0.625% up to the average YMPE for each year of service from January 1, 2018 onward while the member is earning a benefit under the basic formula; for clarity there will be no 35/30 multiplier applied to the 0.625%

22.4 Retirement Bonus

Employees who have completed 10 years or more of continuous employment shall be given, upon retirement, a cash bonus equal to one month’s pay. The retirement bonus may be paid in cash or by transfer to an employee’s Registered Retirement Savings Plan (RRSP), at the employee’s option.

22.5 Pension Committee

The parties agree to establish a committee to:

- provide a forum for the discussion of Society issues and concerns related to the operations of the pension administration unit;
- provide a forum for the discussion of contractual obligations (e.g. the introduction of new amendments to the plan, discussion of actuarial assumptions used for funding valuations);
- provide the Society with information on pension related issues that may be of assistance in educating their members;
- provide a forum to review valuations filed with FSCO or valuations to be used to trigger increased employee contributions and annual pension plan financial statements that have been approved by Hydro One.

In order to fulfill its purpose, the committee members and resource persons will have access to reasonable pension plan and pension fund information, subject to the

understanding that certain confidential information will not be available, and any confidential information that is supplied will be maintained in strict confidence by the committee/resource persons.

The Committee will be comprised of two Society representatives and two Employer representatives. Each party shall have the right to have a reasonable number of resource persons attend the meeting. The Committee shall meet twice per year.

- 22.6 Society members of the Hydro One Pension Plan, whose pension income as a pensioner will exceed the limits prescribed by the Income Tax Act (ITA) for pension paid from a registered pension plan, are eligible for the Supplementary Payment Schedule (SPS). The SPS tops up the amount one receives from the Hydro One Pension Plan to the amount one would receive if there were no ITA limits.
- 22.7 Hydro One shall exercise reasonable efforts to establish reciprocal transfer agreements with its successor companies or companies with whom it forms partnerships or joint ventures.
- 22.8 **Plan Contributions**

a) Employee pension plan contributions **for Legacy Plan Members** shall be increased as follows:

- By **0.5% of base earnings below and above YMPE effective April 1, 2016**
- **By 0.75% of base earnings below and above YMPE effective April 1, 2017**
- **By 1.00% of base earnings below YMPE and by 1.5% of base earnings above YMPE effective April 1, 2018**

For clarity, the contribution rate as of April 1, 2018 will be 8.75% of base earnings below YMPE and 11.25% of base earnings above YMPE.

b) **Employee pension plan contributions for New Plan Members shall be increased as follows:**

- **By 0.5% of base earnings below and above YMPE effective April 1, 2016**
- **By 0.75% of base earnings below and above YMPE effective April 1, 2017**
- **By 0.5% of base earnings below YMPE and by 1.00% of base earnings above YMPE effective April 1, 2018**

For clarity, the contribution rate as of April 1 2018 will be 8.25% of base earnings below YMPE and 10.75% of base earnings above YMPE.

c) **Plan Formula (This sub-section will be deleted effective April 1, 2018. Amendment 10, Part 4 of the Hydro One Pension Plan will cease as of this date).**

(This Sub-section does not apply to regular employees hired on or after November 17, 2005).

Effective January 1, 2004, the CPP integration adjustment factor shall be reduced from .625% to .500%. Employees' contributions shall increase by .5% if and when

the assets fall below 106% of the liabilities based upon a solvency valuation and shall continue until the assets are at or above 106% based upon a solvency valuation, and shall thereafter be in place or not based upon whether the assets are below, or at or above, 106% of the liabilities based upon a solvency valuation.

Clarity Note #1:

Hydro One may trigger the provision for increasing employee contributions as described above (“provision”) by filing a valuation with the Financial Services Commission of Ontario (FSCO). Where it does so, it is not required to exceed the frequency of filing required by law. Hydro One is not obligated to trigger the provision by a FSCO filing only, and, instead, may do so by an internal valuation. Where Hydro One elects to proceed by an internal valuation, it must do so annually and must share any valuation with the Society for comment if it is relying upon the valuation to cause employee contributions to change. If the Society believes the valuation to be in material error and Hydro One disagrees, the Society may cause a review of the valuation by an independent actuary whose opinion on that complaint shall be final and binding. The independent actuary mutually selected by the parties, or if in disagreement, appointed by a rights arbitrator under the collective agreement, may conduct his/her review in any manner he/she considers appropriate of his/her sole discretion. Hydro One shall pay the actuary’s fees and disbursements. However, if the independent actuary concludes, in his/her sole discretion, that the Society’s objections were unreasonable, the actuary may direct the Society to reimburse Hydro One for all or a portion of the fees and disbursements invoiced by the actuary.

Clarity Note #2:

The change in the CPP integration factor will apply to all of the established service of a Society-represented member who retires after the effective date provided that some portion of such Society-represented established service occurred after the effective date of the change in the CPP integration factor.

d) Employer Contributions

Employer current service contributions will not be less than employee contributions for the period up to March 31, 2025.

22.9 Pension Plan Provisions for Regular Employees hired on or after November 17, 2005

The following provisions apply to regular employees hired on or after November 17, 2005:

Benefit	Provision
Benefit Formula	2% per year to maximum of 35 years
Final Average Earnings	Highest 60 consecutive months
Bridge Benefit	See 22.3.c
Integrated with CPP	Yes (CPP integration adjustment factor = 0.625%)
Indexing	75% of Ontario CPI (maximum of 5%, no carryover)
Normal Retirement	Age 65
Early Unreduced Retirement	Rule of 85, based on Established Service.
Early Reduced Retirement	Age 55

Survivor Benefit	66.67%
Membership Eligibility	1 st of month following 3 months of continuous service. No buy back of these three months.
Vesting	1 year
Post Retirement Benefit Eligibility	2 years of pension plan membership and 10 years continuous service with Hydro One

All employees hired on or after April 1, 2016 or who become eligible to join the pension plan on or after this date will be required to join the Hydro One Pension Plan on the first day of the month following the completion of their probationary period or, where no probationary period is required, the first day of the month following 3 months of continuous service.

All provisions of the Pension Plan and this Article apply to regular employees hired on or after November 17, 2005 except Section 22.8.c ("Plan Formula") and as otherwise specified in this Section.

The Employer will ensure affected employees are notified of their election options, including the default selection and the fact that the default option does not afford the employee the option to buy-back service. The Employer will copy the employee's Society representative on this notice.

PART VIII - SALARY**23 SALARY SCHEDULES**

- 23.1 Salary rates shall be in accordance with Salary Schedules 01, 02 and 03 that are part of this Agreement.
- 23.2 The salary schedules shall be increased **by 0.5% effective April 1, 2016, by 0.5% effective April 1, 2017 and by 0.5% effective April 1, 2018.**

24 ESCALATOR CLAUSE

- 24.1 In the event that Hydro One and the Society negotiate a Collective Agreement for a term of more than one year, a Cost of Living Adjustment (COLA) escalator clause shall become part of such an Agreement and shall be applicable to all employees covered by that Agreement.
- 24.2 ***(Suspended for term of this Collective Agreement).***

HYDRO ONE
SALARY SCHEDULE 01
35 – HOUR SCHEDULE

01	16
-----------	-----------

Dollars Per Week

Step	MP2	MP3	MP4	MP5	MP6
1	1,411	1,505	1,604	1,711	1,824
2	1,511	1,613	1,718	1,833	1,954
3	1,612	1,720	1,833	1,955	2,084
4	1,693	1,806	1,924	2,053	2,188
5	1,773	1,892	2,016	2,151	2,292
6	1,834	1,957	2,085	2,224	2,371
7	1,894	2,021	2,154	2,297	2,449
8	1,955	2,086	2,222	2,371	2,527
9	2,015	2,150	2,291	2,444	2,605

HYDRO ONE
SALARY SCHEDULE 02
37.5 – HOUR SCHEDULE

02	16
-----------	-----------

Dollars Per Week

<u>Step</u>	<u>FMP09</u>	<u>FMP10</u>	<u>FMP11</u>	<u>FMP12</u>	<u>FMP13</u>	<u>FMP14</u>	<u>FMP15</u>	<u>FMP16</u>
1	1,247	1,330	1,417	1,511	1,611	1,719	1,833	1,954
2	1,336	1,425	1,518	1,619	1,727	1,841	1,964	2,093
3	1,425	1,520	1,619	1,727	1,842	1,964	2,094	2,233
4	1,496	1,596	1,700	1,814	1,934	2,062	2,199	2,344
5	1,567	1,672	1,781	1,900	2,026	2,160	2,304	2,456
6	1,621	1,729	1,842	1,965	2,095	2,234	2,382	2,540
7	1,674	1,786	1,903	2,029	2,164	2,308	2,461	2,624
8	1,728	1,843	1,963	2,094	2,233	2,381	2,539	2,707
9	1,781	1,900	2,024	2,159	2,302	2,455	2,618	2,791

HYDRO ONE
SALARY SCHEDULE 03
40 – HOUR SCHEDULE

03	16
-----------	-----------

Dollars Per Week

Step	TMS01	TMS02	TMS03	TMS04	TMS05
1	1,241	1,322	1,411	1,505	1,604
2	1,330	1,416	1,511	1,613	1,718
3	1,418	1,510	1,612	1,720	1,833
4	1,489	1,586	1,693	1,806	1,924
5	1,560	1,661	1,773	1,892	2,016
6	1,613	1,718	1,834	1,957	2,085
7	1,667	1,775	1,894	2,021	2,154
8	1,720	1,831	1,955	2,086	2,222
9	1,773	1,888	2,015	2,150	2,291

HYDRO ONE
SALARY SCHEDULE 01
35 – HOUR SCHEDULE

01	17
-----------	-----------

Dollars Per Week

Step	MP2	MP3	MP4	MP5	MP6
1	1,418	1,513	1,611	1,719	1,833
2	1,519	1,621	1,727	1,842	1,964
3	1,620	1,729	1,842	1,965	2,094
4	1,701	1,815	1,934	2,063	2,199
5	1,782	1,902	2,026	2,161	2,304
6	1,843	1,967	2,095	2,235	2,382
7	1,904	2,031	2,164	2,309	2,461
8	1,964	2,096	2,233	2,382	2,539
9	2,025	2,161	2,302	2,456	2,618

HYDRO ONE
SALARY SCHEDULE 02
37.5 – HOUR SCHEDULE

02	17
-----------	-----------

Dollars Per Week

Step	FMP09	FMP10	FMP11	FMP12	FMP13	FMP14	FMP15	FMP16
1	1,253	1,337	1,424	1,519	1,620	1,727	1,842	1,964
2	1,343	1,433	1,526	1,628	1,736	1,850	1,973	2,104
3	1,432	1,528	1,627	1,736	1,851	1,974	2,105	2,244
4	1,504	1,604	1,709	1,823	1,944	2,072	2,210	2,356
5	1,575	1,681	1,790	1,910	2,036	2,171	2,315	2,468
6	1,629	1,738	1,851	1,975	2,106	2,245	2,394	2,553
7	1,683	1,795	1,912	2,040	2,175	2,319	2,473	2,637
8	1,736	1,853	1,973	2,105	2,245	2,393	2,552	2,721
9	1,790	1,910	2,034	2,170	2,314	2,467	2,631	2,805

HYDRO ONE
SALARY SCHEDULE 03
40 – HOUR SCHEDULE

03	17
-----------	-----------

Dollars Per Week

Step	TMS01	TMS02	TMS03	TMS04	TMS05
1	1,247	1,328	1,418	1,513	1,611
2	1,337	1,423	1,519	1,621	1,727
3	1,426	1,518	1,620	1,729	1,842
4	1,497	1,593	1,701	1,815	1,934
5	1,568	1,669	1,782	1,902	2,026
6	1,622	1,726	1,843	1,967	2,095
7	1,675	1,783	1,904	2,031	2,164
8	1,729	1,840	1,964	2,096	2,233
9	1,782	1,897	2,025	2,161	2,302

HYDRO ONE
SALARY SCHEDULE 01
35 – HOUR SCHEDULE

01	18
-----------	-----------

Dollars Per Week

Step	MP2	MP3	MP4	MP5	MP6
1	1,425	1,520	1,620	1,728	1,842
2	1,526	1,629	1,736	1,851	1,973
3	1,628	1,738	1,851	1,974	2,105
4	1,709	1,824	1,944	2,073	2,210
5	1,791	1,911	2,036	2,172	2,315
6	1,852	1,977	2,106	2,246	2,394
7	1,913	2,042	2,175	2,320	2,473
8	1,974	2,107	2,245	2,394	2,552
9	2,035	2,172	2,314	2,468	2,631

HYDRO ONE
SALARY SCHEDULE 02
37.5 – HOUR SCHEDULE

02	18
----	----

Dollars Per Week

<u>Step</u>	<u>FMP09</u>	<u>FMP10</u>	<u>FMP11</u>	<u>FMP12</u>	<u>FMP13</u>	<u>FMP14</u>	<u>FMP15</u>	<u>FMP16</u>
1	1,259	1,344	1,431	1,527	1,628	1,735	1,851	1,973
2	1,349	1,440	1,533	1,636	1,745	1,859	1,983	2,114
3	1,439	1,536	1,635	1,745	1,861	1,983	2,115	2,255
4	1,511	1,613	1,717	1,832	1,954	2,082	2,221	2,368
5	1,583	1,690	1,799	1,919	2,047	2,182	2,327	2,481
6	1,637	1,747	1,860	1,985	2,117	2,256	2,406	2,565
7	1,691	1,805	1,921	2,050	2,186	2,330	2,485	2,650
8	1,745	1,862	1,983	2,116	2,256	2,405	2,565	2,734
9	1,799	1,920	2,044	2,181	2,326	2,479	2,644	2,819

HYDRO ONE
SALARY SCHEDULE 03
40 – HOUR SCHEDULE

03	18
-----------	-----------

Dollars Per Week

Step	TMS01	TMS02	TMS03	TMS04	TMS05
1	1,254	1,334	1,425	1,520	1,620
2	1,343	1,430	1,526	1,629	1,736
3	1,433	1,525	1,628	1,738	1,851
4	1,504	1,601	1,709	1,824	1,944
5	1,576	1,677	1,791	1,911	2,036
6	1,630	1,734	1,852	1,977	2,106
7	1,684	1,792	1,913	2,042	2,175
8	1,737	1,849	1,974	2,107	2,245
9	1,791	1,906	2,035	2,172	2,314

25 PAY TREATMENT OF PROFESSIONAL TRAINEES

25.1 Pay Treatment

Professional Trainees (“trainees”) will be paid at Step 1 or 2 of the MP2 salary schedule. Trainees will be defined as follows:

- a) all “new graduates” i.e. employees hired for Management and Professional (M&P) or Field Management and Professional (FM&P) work, when they have less than the following applicable experience requirements after Bachelor graduation:

Job Level	Applicable Experience Requirements
MP2	2 years
MP3 and over	2.5 years

or;

- b) employees who are appointed to entry M&P or FM&P positions from non-M&P/FM&P salary schedules where such employees are not fully qualified or do not meet the minimum experience requirements for the position.

25.2 Individuals with advanced degrees or some applicable experience may be given an appropriate time credit when they are placed on Salary Schedule 01.

25.3 Progression of trainees from step-to-step on Salary Schedule 01 will be dependent on satisfactory performance.

25.4 A trainee’s progression may be withheld due to unsatisfactory performance. In such cases the employee’s performance will be reviewed at the next progression date and, if performance has been satisfactory, the employee will progress to the next level. If progression must be withheld due to unsatisfactory performance for two consecutive progression periods, there may be cause for termination. If the employee’s performance is satisfactory for one year following the withholding of a progression step the employee will be awarded a two-step increase, thus restoring his/her original progression pattern.

An absence greater than one month due to illness, pregnancy, parental leave, etc. may result in an extension of a step in the progression process. The original progression dates may be reinstated if satisfactory progress can be shown to have been made during an extension period.

25.5 Management will appoint trainees who have not yet been appointed to an ongoing M&P/FM&P position to an ongoing MP2 position upon successful completion of Step 2, except during the operation of Article 64 or when there are surplus employees.

25.6 Vacation provisions that apply to M&P staff on Schedule 01 will also apply to trainees.

25.7 Articles contained in Part XI (Relocation Assistance) will apply to trainees when they are appointed to an ongoing M&P or FM&P job.

25.8 Eligibility for other benefits and allowances which apply to regular staff will be granted to regular and probationary trainees.

- 25.9 Shift compensation reference point rate for trainees will be step 3 of MP2.
- 25.10 Student employees will be paid at Steps 1 or 2 of the MP2 salary range.
- 25.11 Management may utilize Steps 1 and 2 for all employees covered by the collective agreement and not just for Professional Trainees.

26 PAYMENT OF FM&P EMPLOYEES

Employees in jobs rated under the Field Management and Professional Job Evaluation Plan will be paid in accordance with Schedule 02. The upper five grades of Schedule 02 will be equivalent to Schedule 01 (e.g. FMP16 = MP6) except prorated to reflect a base work week of 37.5 hours instead of 35 hours.

27 PAYMENT OF MANAGEMENT AND PROFESSIONAL (M&P) EMPLOYEES

Employees in jobs rated under the Plan A Job Evaluation Manual will be paid in accordance with Schedule 01.

28 PAYMENT OF TRADES MANAGEMENT SUPERVISORS (TMS)

Employees in jobs rated under the Trades Management Supervisors' Job Evaluation Manual will be paid in accordance with Schedule 03. Step 9 of TMS3 shall be equivalent to the Step 9 of MP2 (Schedule 1).

29 JOB EVALUATION PLANS

Job evaluation plans that are used to rate Society-represented jobs form part of this Collective Agreement. These plans are:

- Plan A (revised January, 1988), used to classify all M&P jobs;
- Plan A Job Evaluation Manual: - delete the phrase "Once exclusion from CUPE Local 1000 has been confirmed" on page 3; Section 10 "Plan A Point Ranges for Salary Grade" (p. 27) – amend to read "MP6 point range 314 and up" and delete note 5
- Field Management and Professional Job Evaluation Plan (revised July, 1988), used to classify all FM&P jobs;
- Trades Management Supervisors Job Evaluation Manual (April, 1986), used to classify all TMS jobs;
- TMS Job Evaluation Manual - delete criteria "(a) qualify for exclusion from union jurisdiction" on page 2.
- Hay Plan (July, 1990), used to classify all Nursing jobs.

30 TMS AGREEMENTS

Trades Management Supervisors/Trades Supervisors (TMS) shall receive payments calculated as follows:

- 30.1 Union Relief Rate (currently 17% or 22%, whichever is applicable in each situation) minus the actual pay differential between the TMS step 9 rate and the base rate of the highest trade group supervised, as per occupational definition, plus 3%.

$$JP \left(\text{URR} - \frac{\text{TMS} - \text{JP}}{\text{JP}} \times 100 + 3\% \right)$$

URR = Union Relief Rate (17% or 22% depending on situation)
 JP = Highest Journeyperson Rate Supervised
 TMS = Step 9 rate of Relevant TMS Position

An example of the payment would be: if the differential between the Union journeyperson and the TMS = 15%, then the payment would be 17% (appropriate relief rate) minus 15% plus 3% = 5%.

- 30.2 In addition, where a TMS is supervised by a TMS, the existing salary grade differential will be maintained (6.625% or 13.25%, whichever is applicable in each situation).
- 30.3 a) These payments will be based on PWU CUPE Local 1000 rates effective April 1 of each year and calculated on an annual basis. In addition, the payments will be prorated in situations where a person is promoted to a TMS position during the year.
- b) During the term of the Collective Agreement TMS's whose "base" salary (including any applicable relativity allowance) is less than the equivalent to the applicable URR will receive a "top up" allowance to bring their "base" salary (including any applicable relativity allowance) up to this equivalent level, as a minimum. This "top up" allowance will be treated in accordance with Section 30.4 and will not affect the employee's step placement. Calculations for these payments will be done annually in April 2003 and April 2004. The "top up" allowance calculated in April may be revised by subsequent step increases.
- 30.4 For the term of the collective agreement these payments will be paid on a weekly basis and treated like base salary with respect to overtime, pension and other wage-sensitive entitlements including any promotion increase. An employee's step placement will not be affected by this payment.
- 30.4.1 When a TMS position is temporarily given a higher TMS classification or a TMS relieves for a higher-rated TMS for a minimum of five consecutive days or ten cumulative days annually, and in these situations there is a relief rate rub per Sections 30.1 or 30.2, payments will be recalculated to reflect the rub point in the reclassified/relief position and paid on a pro-rated basis for these periods. Under no circumstances will the TMS's pay (base plus any applicable relativity allowance) decrease.

For the sake of clarity by the addition of the TMS Relativity payment formula to Attachment A, Article 7, it is intended that the amount of money available for any change to this formula will be the same as that provided to the applicable Business Unit under Article 30.1 and 30.2. Flexibility is given to negotiate a redistribution of this money to TMS's within the Business Unit. There is no flexibility to modify the amount of money in the "envelope" or to change other provisions in Article 30 e.g., payments must be treated like base pay. Any Business Unit agreement would be in accordance with Article 7 and also subject

to ratification by TMS's in the affected Business Unit. The default would be the formula in Article 30.

31 SALARY PROGRESSION PLAN

- 31.1 Effective October 1, 2007 the Performance Pay Plan (1978, revised 1987) is eliminated and replaced by a new salary progression plan as described in Section 31.2. For clarity, at the end of 2007 Hydro One will not make the minimum performance payout of 1.0% of base payroll for the performance year 2007.
- 31.2 A new salary progression plan will be implemented on October 1, 2007 that includes the following features:
- a. Three salary schedules will be created, recognizing 35-hour, 37.5-hour and 40-hour work weeks. The 35-hour schedule will replace Schedule 01, the 40-hour schedule will replace schedule 08 and the 37.5-hour schedule will replace schedule 02. Current prorating pay treatment for base hours as per Article 68 remains unchanged with the exception of those covered under LOU #5.
 - b. The current job evaluation plans will continue to apply.
 - c. Progression will be on an annual basis.
 - d. The MP1 salary band will be eliminated and MP2 through MP6 salary bands will remain.
 - e. Salary ranges for all salary bands shall be equivalent to current 70% - 100%.
 - f. Progression from 70% to 100% shall be as follows:
 - i. 70% to 80% in 5% steps
 - ii. 80% - 88% in 4% steps
 - iii. 88% to 100% in 3% steps
 - g. Schedule 04 is eliminated as it is incorporated into the initial steps of MP2. All new grads will be hired at either 70% or 75% of MP2. Article 25 will be amended and/or obsoleted as required.
 - h. Employees will automatically progress to the next step on their anniversary date of appointment to their position unless withheld by management (as per Article 19.4).
- 31.3 The transition to the new salary progression plan will be as follows:
- a. Effective October 1, 2007, all current employees will be mapped to the step nearest in the applicable salary band that is not less than their current pay.
 - b. All employees paid above the rate for the highest step in their salary band will be "green circled" i.e. will continue to be eligible to receive economic increases.

- c. October 1 will become the “anniversary date” for employees except as follows:
- i. For employees who are appointed to a different position or persons hired into Society-represented positions subsequent to the implementation date, their anniversary date will become the date of appointment to this new position.

32 PROMOTION-IN-PLACE PLANS

32.1 Definition

A “promotion-in-place plan” (PIP) means a developmental plan involving a hierarchy of related jobs, in which employees who meet defined criteria will be promoted without advertising, and where it is the normal expectation that employees will reach the end position.

32.2 Principles

32.2.1 The Society should be involved in the development and periodic review of PIPs.

32.2.2 Either the Society or Management may initiate discussions on PIP proposals.

32.3 Conditions

32.3.1 All new and revised PIPs must have the joint agreement of the parties. During the term of the Collective Agreement, a catalogue of existing PIPs will be developed and the parties will determine the schedule for their review upon request by either party.

32.3.2 Salary treatment upon promotion within PIP will be in accordance with Section 66.2.

32.3.3 Employment continuity treatment of employees with respect to PIPs will be in accordance with Clause 64.10.2.1.

32.3.4 Vacancies for PIP jobs will be advertised in accordance with Clause 65.6.1 (e).

32.3.5 All jobs in a PIP must be evaluated under the applicable job evaluation plan.

32.4 Standard Features

All PIPs must have the following features:

- based on a developmental plan to an end position;
- based on the expectation that normally employees in PIP jobs will reach the end position;
- a sunset clause;
- joint Society-Management agreement on promotion criteria consistent with the PIP;

- promotion within PIP based upon the employee meeting defined criteria (e.g., performance measures, experience, breadth of assignments). If an employee has met all of the criteria for a promotion, and the only item preventing the promotion is the individual's performance standing, then the promotion should be implemented;
- targeted to have sufficient staff in the higher level positions for unit viability;
- specification of the normal expected time period an employee should take to progress through the various stages of the PIP;
- provision for employees to have a reasonable opportunity to fulfill requirements to qualify for progression within the normal expected time frame.

33 TEMPORARY EMPLOYEES

Intent: Temporary employees are employees hired for short-term work assignments which are not ongoing and/or where there are no available qualified regular employees to perform the work. The impact on employment continuity should be an important consideration in the decision to hire temporary employees.

33.1 Society Notification

Hydro One will discuss the circumstances with the local Society representative prior to hiring a temporary employee. The Society will be informed of the job skill needs, the salary classification for the position, the expected job duties, and the duration of the assignment.

Should the employer wish to extend the initial assignment, the employer will notify the Society representative at least two (2) months before the end of the initial assignment. If the employer has not complied with this obligation, the employee will be terminated at ***the end of the initial assignment***. At 24 months, Hydro One will either terminate the employee, advertise the position if there is an ongoing staff requirement, or obtain the agreement of the Society for a further extension. If the position is advertised, and the temporary employee is not selected for the vacancy, the employee will be terminated.

Temporary employees will have their applications for vacancies considered in accordance with Clause 65.6.3.h with the following exception: the employer may, at its sole discretion, refuse to process and consider an application for a vacancy from a temporary employee up to but not including the last six months of the employee's temporary assignment. This discretion is not subject to the grievance-arbitration procedure. Notwithstanding the above, Hydro One may utilize a temporary employee for up to 36 months with the approval of the appropriate Society representative.

33.2 Temporary Employees with Less than 12 Months' Service

33.2.1 Compensation and Benefits Treatment

- i) Vacations: payment of the prorated amount of 15 days adjusted earnings or 4%, whichever is greater.

ii) Statutory Holidays

Temporary employees with less than three months' accumulated service shall be paid for those statutory holidays covered under the Employment Standards Act ("ESA"). For clarity, the public holidays covered by the ESA are: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day. Payment for such statutory holidays will be the amount stipulated by the ESA (i.e. the total amount of regular wages earned and vacation pay payable to the employee in the four pay periods before the pay period in which the public holiday occurred, divided by 20; or if the employee works on the public holiday, the premium rate or a substitute day off will be provided as described in the ESA). In order to be entitled to public holiday pay, these employees must also meet the qualifying conditions of the ESA, namely the "Last and First Rule." As Easter Monday and the Civic Holiday are not ESA public holidays, they will not be paid as such. If the employee does not work, the day will be considered a day off without pay. If the employee does work, premium rates will not apply.

Temporary employees with more than 3 months' accumulated service shall be entitled to pay for all statutory holidays provided for under Article 41 of the Collective Agreement.

- iii) Floating Holidays: three floating holidays after 20 weeks' continuous service.
- iv) Sick Leave: credits for one-half day at 100% pay for each month of accumulated service.
- v) Semi-Private and EHB Plan: optional at employee's cost.
- vi) Remembrance Day; Personal Time Off; Parental Leave (excluding the SUB Plan); Jury Duty; Special Time Off at Christmas: same as regular employees.
- vii) Kilometre Rates: same as regular employees.
- viii) Personal Travel and Accident Benefits: same as regular employees.

33.2.2 Termination

When a temporary employee with less than 12 months' service is terminated for other than cause, he/she will receive at least two weeks' notice in writing.

33.3 Temporary Employees with More than 12 Months' Service

Temporary employees with more than 12 months' service are entitled to sick leave credits equal to eight days at 100% and 15 days at 75% per annum, performance appraisals and consideration for step progression and severance pay equal to two weeks' base salary per continuous year of service. All items in Section 33.2 above, except for 33.2.1 (iv), will also apply to these employees.

33.4 Temporary Employees Working Reduced Hours

Temporary employees who work reduced hours will have the items listed in Sections 33.2.1 and 33.2.2 prorated in accordance with the provisions outlined in Article 71 (Reduced Hours of Work).

33.5 Temporary Employees and Purchased Services

33.5.1 Management shall give serious consideration and where possible (e.g., cost effective and timely) give preference to the option of using temporary employees rather than using purchased services.

33.5.2 Where management deems it appropriate, Hydro One may pay temporary employees at rates higher than Society-represented salary schedules.

PART IX - ABSENCE FROM WORK

34 PAID/UNPAID TIME OFF

Intent: It is recognized that from time to time, an employee will be faced with situations that may require him/her to be absent from his/her work. Such time will be either with or without pay, or a combination of both, and will be granted where there is an entitlement under this Agreement, a clear legal or statutory requirement, or where, in the supervisor's judgment, such time off is warranted by specific circumstances. It is further recognized that it is the employee's responsibility to balance his/her need for a leave of absence with the work requirements of his/her unit.

Where the granting of the absence is discretionary, considerations would include: factors beyond an employee's control that prevent him/her from attending work; severity or nature of circumstance; workload of the unit.

The exact amount of time off is at the discretion of Management; however, the entitlements of employees in specific circumstances include those described below.

34.1 Jury Duty/Required Attendance at Court

For the duration of the Jury Duty, or required attendance at an Inquest or court (subpoenaed witness), the employee's normal base earnings and benefits will be maintained. The employee is responsible for informing his/her supervisor as to the probable duration of the jury duty.

34.2 Funeral Leave

a) Provincially Regulated Employees

In the event of the death of a family member, including parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, husband, wife, son, son-in-law, daughter, daughter-in-law, grandparents, grandparents-in-law, and grandchildren, an employee may be granted leave of absence with pay. The supervisor will take into consideration the relationship of the deceased, the distance that the employee has to travel, and the need for the employee to attend to arrangements when deciding how much time is to be granted. Usually a period of up to three days is an adequate amount of time. In the event of the death of a fellow employee, time off with pay may be granted to attend the funeral.

b) Federally Regulated Employees

i) An employee will be granted leave of absence on any of his/her normal working days during the three days immediately following the death of a member of his/her "immediate" family. Base earnings will be maintained for employees who have completed at least 3 consecutive months of continuous service.

"Immediate" family shall be as defined in the Canada Labour Code: spouse, including common-law; father and mother of employee; spouse of father and mother, including common-law; children; brothers and sisters; father-in-law; mother-in-law; spouse of father-in-law and of mother-in-law, including

common law and relative of employee who resides permanently in the employee's household or with whom the employee resides.

- ii) An employee may be granted leave of absence with pay of up to 3 days in the event of the death of the following family members: brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, and grandchildren.
- iii) In the event of the death of a fellow employee, time off with pay may be granted to attend the funeral.

34.3 Medical and Dental Appointments

An employee may attend a medical consultation, receive dental treatment or be absent because of sickness for less than one-half day without reduction of sick leave credits and/or pay.

34.4 Family Care

An employee is entitled to take time off for family care. Normally, up to five (5) days a year may be taken for this purpose. By mutual agreement with his/her supervisor, the employee may pay for this time by using his/her banked overtime, by working back the time over a reasonable period of time, or by taking the time off without pay.

34.5 Reserve Forces

Regular employees who are members of Reserve Forces of the Canadian Armed Forces may be granted leave of absence to attend annual training (normally two weeks in duration). If such leave is granted, Hydro One will maintain the employee's health and dental benefits and will pay the employee the difference between the gross amount of pay received from the Armed Forces and his/her normal base earnings for this period.

34.6 World Class Sport Events

Employees may be granted leave to participate in world class sports events as athletes or coaches or as officials and administrators. If such leave is granted, for each day of vacation that the employee uses for participation in such an event, Hydro One will provide two days leave of absence with pay up to a maximum of two weeks.

34.7 Remembrance Day

Employees who can verify that they have served in the Canadian Armed Forces, and those in the Reserve components of the Canadian Armed Forces, who have served in a foreign country, will be eligible for time off with pay or payment if required to work on Remembrance Day.

35 SHORT-TERM ABSENCES

Payment for short-term absences (e.g., vacation, sick leave) will be based on the normal rate paid for scheduled job hours, except as stated elsewhere in this Agreement.

36 EDUCATION LEAVE

36.1 Definitions

“Educational Leave” shall mean an approved absence from work during which an employee engages in planned learning activities that provide him/her with skills that are expected to result in benefits to Hydro One.

“Reimbursable Costs” shall mean expenses incurred by the employee in the course of engaging in the planned learning activity and include registration, tuition and examination fees as well as textbooks/discs and applicable taxes. They may also include reasonable, incremental meal, accommodation and travel expenses.

“Financial assistance” shall mean an employee’s base salary, health and dental benefits and reimbursable costs.

36.2 Approvals

Hydro One will grant an employee’s application for an educational leave where Hydro One determines that the leave will benefit the business and the employee’s absence may be accommodated without adversely impacting the viability of his/her work unit.

36.3 Terms and Conditions During Leave

36.3.1 The duration of educational leaves will normally be for a period of up to one academic year.

36.3.2 If management determines that the needs of the business would best be served by an employee taking an educational leave, then Hydro One will maintain the employee’s full salary, health and dental benefits and reimburse his/her costs.

36.3.3 For other educational leaves, management will reasonably determine the level of financial assistance that the company will provide to the employee during the leave based on the expected resulting benefit to the business.

36.3.4 Where management continues to pay all or a portion of an employee’s base salary during an educational leave, it shall also maintain health and dental benefit coverage for the employee for this period.

36.3.5 Where Hydro One requires an employee to take an educational leave, the company will pay the employee’s full salary, health and dental benefits and reimbursable costs, including all reasonable incremental expenses (e.g., travel, accommodation, meals).

36.3.6 Where Hydro One requires an employee on leave to return to work prior to the expiry of the approved leave, the company will assume all expenses incurred as a result of this action.

36.3.7 As a condition of granting a leave application by an employee, Hydro One may require a participating employee to sign a written commitment to return to Hydro One following the expiry of the leave for a period not to exceed four times the duration of the leave times the percentage of base salary paid by Hydro One

during the leave. Where Hydro One requires an employee to take an educational leave, there will be no period of stipulated continued employment.

36.4 Treatment of Employee on Return from Leave

- 36.4.1 Upon completion of the leave, where the employee's pre-leave position continues to exist and has not been filled or has been filled temporarily, the employee shall return to that position.
- 36.4.2 Upon completion of the leave, if the employee's pre-leave position no longer exists or has been filled by an ongoing appointment, the employee will be placed in a position at the same salary grade and same location as the pre-leave position.
- 36.4.3 In the event Article 64 is triggered during or upon completion of the leave, the employee will be redeployed in accordance with that Article.
- 36.4.4 Upon completion of an educational leave without pay, an employee shall have the right to contribute to the pension plan the amount that would have been contributed if he/she had remained on payroll at full base earnings during the leave and if such contribution is made the period of time on leave shall be included in calculating his/her continuous employment or established service.

37 SELF FUNDED SABBATICALS

37.1 Definition

"Self-funded sabbaticals" means an approved arrangement where an employee works regularly scheduled hours while receiving eighty percent (80%) of his/her base salary for each of four years. In the fifth year, the employee is granted a leave of absence for one year, funded by the accumulated deferred pay.

37.2 Approvals

Hydro One will approve an employee's application for a self-funded sabbatical where it determines that this arrangement will benefit the business and can be accommodated without adversely impacting the viability of his/her work unit.

37.3 Terms and Conditions of Self-funded Sabbaticals

- 37.3.1 The salary holdback (i.e., twenty percent for four years) will be kept in a special account and interest will be paid annually at an appropriate rate fixed by Hydro One.
- 37.3.2 During the leave of absence (i.e., the fifth year):
- The employee may not be declared surplus.
 - The employee is responsible for his/her health and dental benefits and shall be given option of continuing coverage under the Hydro One plan through pre-payment.
 - The employee's entitlement to group life, living benefit and spousal life insurance benefits shall continue pursuant to Article 21.

- Hydro One shall pay the sum accumulated in the trust to the participating employee in a lump sum or in regular instalments.

37.3.3 As a condition of approving a self-funded sabbatical arrangement, Hydro One may require the participating employee to sign a written commitment to return to Hydro One following the expiry of the leave for a period not to exceed the length of the leave (i.e., maximum one year).

37.4 Treatment of Employee Upon Return from Leave

37.4.1 Upon completion of the leave the employee shall have the right to contribute to the pension plan the amount that would have been contributed if he/she had remained on payroll at full (i.e., 100%) base earnings during the leave and if such contribution is made the period of time on leave shall be included in calculating his/her continuous employment or established service, as the case may be.

37.4.2 Upon completion of the leave, where the employee's pre-leave position continues to exist and has not been filled or has been filled temporarily, the employee shall return to that position.

37.4.3 Upon completion of the leave, if the employee's pre-leave position no longer exists or has been filled by an ongoing appointment, the employee will be placed in a position at the same salary grade and same location as the pre-leave position.

37.4.4 In the event Article 64 is triggered during or upon completion of the leave, subject to the other provisions in this Article, the participating employee will be redeployed in accordance with that Article.

38 EMPLOYEES HIRED AS SOCIETY STAFF

At the request of the Society, a leave of absence may be granted to an employee who is offered a Society staff position. During this period the Society will assume:

- Cost of salary;
- Hydro One's cost of contributions to the Pension Plan, the Group Life Insurance Plan and the LTD Plan.
- The responsibility and cost of providing Health, Dental and Sick Leave Insurance/coverage;
- The responsibility for any other employee contributions related to employee wages and benefits provided by the Society.
- At the end of the leave of absence, Hydro One is obligated to relocate the employee within Hydro One at a salary classification as close as possible to the position held at the time the leave of absence was granted. An employee on leave will be neither advantaged nor disadvantaged in a surplus situation.

39 RELEASE OF SOCIETY REPRESENTATIVES

39.1 Intent

Hydro One will grant elected Society representatives reasonable paid time off from normal duties for purposes of involvement in joint processes and business related to Society/Management relations under this Agreement.

Hydro One recognizes and appreciates the dual responsibility employees elected to hold Society office have to their job and to Society members. Society representatives and their supervisors (those excluded from the Society) are encouraged to pursue a mutually acceptable and cooperative approach to managing the requirement for absences as a result of this dual role. Management recognizes that the need for time off from normal duties will vary with the position that the employee holds within the Society. The higher up in the Society the more will be the demands for time off.

39.2 Specific Circumstances

39.2.1 Absence from work due to the Society representative's involvement in joint processes, tripartite processes or with respect to other business related to Society/Management relations under this Agreement, should not negatively impact on his/her performance appraisal.

39.2.2 In the expectation that the joint problem solving approach based on the principles outlined in the former Article 1.2 will be mutually beneficial to the relationship between Hydro One and the Society, Management agrees to continue its practice of maintaining base salaries for Society representatives involved in all joint processes up to but not including arbitration unless required by Management to attend.

39.2.3 Society Delegates and members of the Board of Directors will be permitted two (2) days per year at their normal base rates to attend Delegates' Council meetings. Members of the Board of Directors will be permitted up to 12 additional days per calendar year at their normal base rates, to attend Society Board meetings.

39.2.4 Hydro One will release elected Society representatives from their normal duties without pay for other Society business. The Society will give Management reasonable notice of such releases, and Management will normally release such representatives. From time to time there may be unexpected events that prevent such a release, but such situations will be the exception.

39.2.5 Hydro One shall contribute towards the salaries of the Society Executive who are employees of Hydro One. The Society Executive for this purpose shall include the President, EVP/VP. Members of the Society Executive shall remain on the payroll of Hydro One, and Hydro One shall bill the Society for the cost of salary and benefits of such persons except for an amount equal to the salary of 0.5 FTE (@ Step 9 MP6). It is understood that the salary paid to the members of the Society Executive, who are employees of Hydro One, shall be the salary specified in writing by the Society.

39.3 Treatment During Release and on Return to Work

When an employee is released from his/her regular position to serve as a Society representative he/she will retain his/her pre-release position subject to the applicable provisions of the Collective Agreement. On return to work, the employee is entitled to such reasonable training or re-skilling required to return to normal duties as is feasible.

40 VACATIONS

40.1 Vacation Entitlement

The combination of Vacation Commencement (VCD) plus External Experience Value (EEV) determines service for vacation entitlement for the purpose of this Article.

40.2 Less Than One Year of Service by June 30

One and one-half (1-1/2) days' vacation for each full month of service completed between June 30 of the previous year and July 1 of the current year to a maximum of three (3) weeks (15 working days).

40.3 One to Seven Years of Service

Fifteen (15) working days (three weeks) annually when an employee has completed from one (1) to seven (7) years of service by the end of the calendar year.

40.4 From Eight to Fifteen Years of Service

Twenty (20) working days (four weeks) annually when an employee has completed from eight (8) to fifteen (15) years of service by the end of the calendar year.

40.5 For Sixteen to Twenty-Four Years of Service

Twenty-five (25) working days (five weeks) annually when an employee has completed sixteen (16) years to twenty-four (24) years of service by the end of the calendar year.

40.6 For Twenty-Five or More Years of Service

Thirty (30) working days (six weeks) annually in the calendar year in which an employee completes twenty-five (25) years of service and in each succeeding year.

40.7 External Experience Credit

(Applicable to 4, 5, and 6 Weeks' Vacation Entitlement)

40.7.1 Appointments to Positions Paid from Salary Schedules 01, 02, 03,

Employees who were or are hired directly into, or within one year of their ECD were or are appointed to a Society-represented position and paid from Salary Schedules 01, 02, 03, 05, 06, 07, 08, 09, 13, will receive the following vacation credits for external experience, applicable to four, five, and six weeks' vacation entitlement. Credits are based upon the highest salary grade attained within one year of hiring and are translated into an External Experience Value (EEV).

The effective date of External Experience Credit entitlements will be as follows:

Salary Schedules 01, 02
Salary Schedules 03,

April 1, 1956
January 1, 1992

Salary Grade Hired Into	Vacation Credit
MP1/FMP11/TMS1-2/TS1-6/ OSS1-8/SCT3 ⁵	1 year
MP2/MF22/FMP12/TMS3/ TS7-8/OSS9/SCO1 ⁶	2 years
MP3/MF23/FMP13/TMS4/SEI1/ TS9-10/OSS10/SCO2	3 years
MP4/FMP14/TMS5/SEI2/OSS11/ SCO3	4 years
MP5/FMP15/OSS12/SCO4	5 years
MP6/FMP16/HO1	6 years

40.7.2 Appointments to Positions Covered by Article 25

An employee hired on or after December 31, 1981 to a position covered by Article 25 will receive one year's vacation credit⁵.

40.8 Vacation Credit for Prior Service

Employees will be entitled to vacation credits for all prior service with Hydro One, including casual employment, regardless of breaks in service (see Section 9.3 Transition Provisions).

40.9 Vacation Without Pay

Up to one week off without pay may be taken by employees for vacation purposes.

40.10 Use of Vacation Credits of Succeeding Year at Christmas

For purposes of taking time off at Christmas (December 15 to December 31) employees will be permitted to utilize earned vacation credits for the succeeding year.

40.11 Banked Vacation

Effective January 1, 1993, upon eligibility for 25 working days (five weeks) of annual vacation, employees may defer and accumulate any vacation entitlement beyond 15 days per year. A maximum of 30 weeks' vacation may be banked. Banked vacation may be taken at a later date, subject to the supervisor's approval, or may be taken as a cash payment upon retirement.

40.12 Vacation Bonus

Employees shall receive one day's base pay (or adjusted earnings) for each year of service beyond twenty-five (25) years, to a maximum of ten (10) days' pay. On retirement or termination, vacation bonus payout will be prorated based on the employee's VCD.

⁵ Relevant work experience of one year or more is required to receive this credit.

⁶ Relevant work experience of two years or more is required to receive this credit.

40.13 Vacation Entitlement on Retirement/Termination

40.13.1 Retirement

A retiring employee may take part/all of earned vacation for the year in which he/she retires, plus authorized carryover from previous years and banked vacation, or receive cash payment in lieu, plus any vacation bonus.

40.14 Vacation Pay on Retirement/Termination is as follows:

- a) If an employee terminates between July 1, and December 31, he/she receives the following:
 - i) pay for any unused vacation days earned up to June 30, and not taken during the current calendar year; plus
 - ii) 4% of accumulated earnings from July 1, to the date of termination, or the appropriate percentage (determined by vacation entitlement) of base earnings from July 1, to the date of termination; whichever is greater.
- b) If an employee terminates between January 1, and June 30, he/she receives the following:
 - i) 4% accumulated earnings from July 1, to date of termination, *or* the appropriate percentage (determined by vacation entitlement) of base earnings from July 1, to the date of termination; whichever is greater; *minus*
 - ii) vacation taken in the current calendar year.

"Base earnings" in this Section refers to base pensionable earnings for normal scheduled hours of work.

"Accumulated earnings" in this Section refers to base earnings, plus overtime pay, shift allowances, etc.

The appropriate percentages determined by vacation entitlement are as follows:

- 4% of accumulated wages if entitlement is 10 working days or less annually;
- 6% of base earnings or adjusted earnings to date if entitlement is 15 working days annually;
- 8% of base earnings or adjusted earnings to date if entitlement is 20 working days annually;
- 10% of base earnings or adjusted earnings to date if entitlement is 25 working days annually plus any vacation bonus;
- 12% of base earnings or adjusted earnings to date if entitlement is 30 working days annually plus any vacation bonus.

If the reason for termination is the death of an employee, the payment will be made to the estate or beneficiary.

For calculation purposes, the termination date is the employee's last day of work. The employee is removed from payroll on this date.

In cases where the termination is due to causes other than death, the termination date must not be extended to permit use of outstanding vacation credits or lieu days which are paid for in cash on termination.

40.15 Deferment or Interruption of Vacations

40.15.1 Reimbursement will be made for out-of-pocket expenses incurred by an employee who, at the request of Hydro One, either defers an approved vacation or returns before the vacation has expired.

40.15.2 When an employee is called back from vacation or when an employee's vacation is cancelled at the request of Hydro One, the employee shall receive premium rates of pay for all normal hours worked on cancelled vacation days for which seven calendar days' notice has not been given up to a maximum of seven calendar days.

40.15.3 Deferred or interrupted vacation days will be rescheduled at a later date.

40.16 Vacation Carry-Over

40.16.1 Where it is mutually agreeable, the employee may carry-over a maximum of one week's vacation to the following year (to be taken by **April 30th** of that following year). Request for carry-over must be made prior to September 1.

40.16.2 *Employees who are unable to use their vacation credits within the entitlement period due to a medical absence (and who do not transition to LTD) will have their vacation credits carried forward and available to them upon return to active employment.*

41 STATUTORY HOLIDAYS AND FLOATING HOLIDAYS

For federally regulated employees, the parties agree that Article 41 meets the requirements of Part III, Division V, General Holidays of the Canada Labour Code and that the Civic Holiday is substituted for November 11 (Remembrance Day).

41.1 The following days are recognized by Hydro One as Statutory Holidays:

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

If a Statutory Holiday falls on a day when an employee is off on sick leave, pay is not charged against sick leave credits for that day. A Statutory Holiday falling within an employee's vacation period is not counted as part of the vacation, but is taken as an extra day of holiday.

Payment for statutory holidays will be on the basis of straight time for the normal hours of work per day.

41.1.1 When Canada Day falls on a Saturday or Sunday, it shall be observed on the following Monday.

41.1.2 When Christmas falls on a Friday and Boxing Day on Saturday, a half holiday will be granted on the preceding Thursday. The days of observance will not be moved.

When Christmas falls on a Saturday and Boxing Day on a Sunday, a half holiday will be granted on the preceding Friday. Christmas will be observed on Saturday. Boxing day will be observed on Monday.

If Christmas Day falls on a Sunday, it shall be observed on Monday and Boxing Day on Tuesday.

When Christmas Day falls on a Tuesday, Boxing Day shall be observed on Monday.

When Christmas falls on a Wednesday and Boxing Day falls on Thursday, the Friday following Boxing Day will be granted as an additional holiday. The days of observance will not be moved.

41.1.3 When New Year's Day falls on a Saturday, an additional holiday shall be granted on either the preceding Friday, or the following Monday. The day of observance will not be moved.

When New Year's day falls on a Sunday, it shall be observed on Monday.

41.1.4 Holiday Shutdown

Hydro One may authorize a shutdown over the Christmas - New Year period. In order to encourage employees to voluntarily take this time off, employees will be allowed to use up earned vacation from the following calendar year in order to cover the shutdown period.

41.2 Floating Holidays

Employees who have completed 20 weeks of continuous service in any calendar year are entitled to three floating holidays. Such days will be taken on dates mutually agreeable to the employee and the supervisor. Floating holidays must be taken in the year they are earned (i.e. there is no carryover for floating holidays).

If an employee terminates after completing 20 weeks of continuous service in a calendar year, Hydro One will make a cash payment in lieu of any unused floating holiday credits.

If an employee terminates prior to the completion of 20 weeks of continuous service in a calendar year, entitlement is as follows:

- An employee not entitled to floating holidays in the previous calendar year is not entitled to floating holidays in the current calendar year. If an employee has been granted a floating holiday(s), Hydro One will recover one day's pay for each floating holiday taken.

- For an employee entitled to floating holidays in the previous calendar year, entitlement will be prorated based on the number of weeks of continuous service in the year of termination. Hydro One will either make a cash payment for any unused floating holiday credit or recover the value of any unearned portion taken.

42 EMPLOYMENT INSURANCE COMMISSION REBATE

The value of any Employment Insurance Commission (EI) rebate shall accrue to Hydro One.

43 PREGNANCY/PARENTAL LEAVE

Definitions

Pregnancy leave means a leave of absence of up to 17 weeks for a pregnant employee who has been employed by Hydro One for at least 13 weeks immediately preceding the expected birth date. Unless provided for in this Article, this leave is without pay.

Parental leave means a leave of absence for an employee who has been employed by Hydro One for at least 13 weeks and who is the parent of a child. This employee is entitled to a leave of absence following the birth of the child, or the coming of the child into the custody, care and control of the parent for the first time. Unless provided for in this Article, this leave is without pay.

For an employee who takes pregnancy leave, the leave of absence is for a period of up to 35 weeks. For an employee who does not take pregnancy leave, the leave of absence is for a period of up to 37 weeks.

43.1 Pregnancy Leave

- a) Start Date: Pregnancy leave may begin at any time during the 17 weeks immediately preceding the expected date of delivery.
- b) End Date: Pregnancy leave normally ends 17 weeks after the pregnancy leave began.
- c) Notice: The employee must give Hydro One as much notice as possible and a certificate from a legally-qualified medical practitioner stating the expected birth date. In no case, however, will the employee provide less than two weeks' written notice of the day the leave is to begin.
- d) Reinstatement: At the end of pregnancy leave, the employee will be eligible to return to the position the employee had prior to the leave, if it still exists, or to a comparable position, if it does not.
- e) Benefits: Hydro One will continue to pay Hydro One portion of the contributions for Group Dental, Extended Health Benefits, Pension Plan, Life Insurance, and any other type of benefit plan related to the employee's employment as prescribed by the *Employment Standards Act* for provincially regulated employees, and the *Canada Labour Code* for federally regulated employees, for the duration of the pregnancy leave, unless the employee gives Hydro One written notice that the employee does not intend to pay the employee portion of the contributions, if any.
- f) Service Credits: Employees on pregnancy leave shall be entitled to normal accumulation of service credits for the duration of the pregnancy leave.

- g) A pregnant employee may continue to work during a normal pregnancy until such time as the duties of her position cannot be reasonably performed.
- h) An employee on pregnancy leave does not qualify for sick leave.

43.2 Parental Leave

- a) Start Date: The parental leave must begin no later than 52 weeks after the day the child is born or comes into the custody, care and control of the parent for the first time for provincially or federally regulated employees.

The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the care and control of the parent for the first time.

- b) End Date: Parental leave normally ends 35 weeks after the parental leave began for an employee who also took pregnancy leave or 37 weeks for an employee who did not take pregnancy leave.
- c) Notice: The employee must give Hydro One as much notice as possible but in no case will there be less than two weeks' written notice of the date the leave is to begin.
- d) Reinstatement: At the end of parental leave, the employee will be eligible to return to the position the employee had prior to the leave, if it still exists, or to a comparable position, if it does not.
- e) Benefits: Hydro One will continue to pay the employer portion of the contributions for Group Dental, Extended Health Benefits, Pension Plan, Life Insurance, and any other type of benefit plan related to the employee's employment as prescribed by the Employment Standards Act for provincially regulated employees, and the Canada Labour Code for federally regulated employees, for the duration of the parental leave, unless the employee gives Hydro One written notice that the employee does not intend to pay the employee portion of the contributions, if any.
- f) Service Credits: Employees on parental leave shall be entitled to normal accumulation of service credits for the duration of the parental leave.
- g) An employee on parental leave does not qualify for sick leave.

43.3 Benefits Under the Supplementary Unemployment Benefit (SUB) Plan

- a) In order to be paid a leave benefit in accordance with the SUB Plan, the employee:
 - i) must provide Hydro One with proof that she/he has applied for, and is eligible to receive unemployment insurance benefits pursuant to the *Employment Insurance Act* (EI); *and*,
 - ii) must be regular and employed by Hydro One for at least 13 weeks immediately preceding the date of delivery/adoption; *and*,
 - iii) must (a) be on pregnancy leave, *or* (b) be on parental leave.

- b) According to the SUB Plan, payments will consist of the following:
 - i) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the employee's base pay (pregnancy leaves only, not parental leaves); and
 - ii) when receiving EI benefits, payments equivalent to the difference between the EI benefits and ninety-three percent (93%) of the employee's base pay. See attached chart for duration of this "top up".
 - iii) where an employee becomes eligible for an annual increment/salary schedule adjustment during the period of pregnancy/parental leave, payments under 43.3(b)(i), 43.3(b)(ii) and 43.3 (b)(iii) shall be adjusted accordingly.
- c) An employee who qualifies under Section 43.3(a) shall sign an agreement with Hydro One providing:
 - i) that she/he will return to work and remain in Hydro One's employ for a period of six (6) months from the date of return to work;
 - ii) that she/he will return to work on the date of the expiry of pregnancy/parental leave, unless this date is modified with Hydro One's consent or unless the employee is then entitled to a leave extension provided for in this Article;
 - iii) that should the employee fail to return to work as per the provisions of Subsections 43.3(c)(i) and 43.3(c)(ii), the employee recognizes that she/he is indebted to Hydro One for the amount received under the SUB plan.

PREGNANCY/PARENTAL LEAVES - TIME LINES

PROVINCIAL

(Only maximum entitlements available are shown)

Birth Mothers:

Pregnancy Leave

2 wks 93%	15 wks EI SUB=93%
--------------	----------------------

Plus Parental Leave as outlined below.

All Parents who are Entitled to Parental Leave and EI Benefits in accordance with Employment Standards Act

Parental Leave if EI Eligible

2 week waiting period (if required)* Unpaid	3 weeks EI + SUB = 93%	Maximum 32 weeks EI
--	---------------------------	------------------------

- Duration of Parental Leave is maximum 35 weeks if the employee has preceded their Parental Leave with Pregnancy Leave. Otherwise, maximum is 37 weeks.

* Note: A waiting period is not always required. Should parents choose to share parental benefits, the parent filing the second claim will not be required to serve a two-week waiting period. There will be one waiting period per birth or adoption.

All Parents who are entitled to Parental Leave in accordance with Employment Standards Act but who are ineligible for EI Benefits

Parental Leave if ineligible for EI

Maximum 35 weeks Unpaid

44 SICK LEAVE PLAN

It is recognized that the provisions of the Sick Leave Plan are not an automatic right of an employee and that administration of this Plan and all decisions regarding the appropriateness or degree of its application shall be vested solely in the Company.

- 44.1 The Sick Leave Plan provides for maintenance of an employee's income when he/she is absent from work due to illness or non-occupational injury.
- 44.2 Employees are granted 23 days of sick leave a year - eight (8) days at full pay and 15 days at three-quarter pay. These grants accumulate continuously each year if not used, up to a maximum of 200 days at three-quarter pay and no limit to the number of days at full pay. ***If an employee's ECD is between January 1st and June 30th, the date that he/she accumulates sick leave credits ("accumulation date") will be the first pay period of January. If an employee's ECD is between July 1st and December 31st, his/her accumulation date is the first pay period of July.***
- 44.3 (This Section applies only to employees hired before January 1, 2002. It does not apply to employees hired on or after this date). In the year in which an employee completes six years of service, all sick leave used in the first year of service will be restored. In the 7th year of service, all sick leave used in the 2nd year of service will be restored. This will continue until the employee has completed 15 years of service. In the 16th year of service, all sick leave used in the 11th through to the 15th years of service will be restored. In every year after 16 years of service, sick leave credits will be restored at the end of the year following the year in which they were used. There will be no payout of unused sick leave credits when an employee leaves the service of Hydro One. ***The date that an employee's sick leave credits are restored ("restoration date") will be the same as his/her accumulation date.***
- 44.4 An employee will be reimbursed for any doctor's note required by Hydro One.
- 44.5 The following provisions apply only to employees hired on or after January 1, 2002. They do not apply to employees hired before this date.
- 44.5.1 When employees have exhausted their sick leave credits and are on sick leave, they will be paid at 75% of their base rate for a period of up to 6 months or until approved for Long Term Disability (LTD), whichever comes first.
- 44.5.2 Employees who are on continuous sick leave for 6 months and who qualify must go on LTD.
- 44.5.3 In the event of denial of LTD benefits, employees will have their wages maintained at 75% of their base rate until completion of their LTD appeal, for a period not to exceed 2 months, ***subject to Subsection 45.5.5.***

45 LONG TERM DISABILITY

The Long Term Disability (LTD) Plan provides financial security and rehabilitative employment features to regular employees during their absence from work due to extended sickness or injury. The benefits and terms and conditions of benefit entitlement of the Long Term Disability Plan are as described in: the Collective Agreement and the brochure entitled "Sick Leave and Long term Disability Plans, updated May 31, 2000". These documents, by reference, form part

of the Collective Agreement. The benefits and terms and conditions of benefit entitlement as described in the above documents can be changed by mutual consent only.

45.1 Qualifying Period

Subject to Section 44.5, the qualifying period is defined as the period six calendar months from the starting date of the employee's continuous absence due to disability; or a total of six months in accumulative authorized medical absences in the year prior to the date sick leave expires due to the same progressively deteriorating disability; or the expiration of sick leave whichever is longer.

45.2 Disability Period

The period in which an employee cannot continuously perform the essential duties of any position available in accordance with the priority placement criteria of the Rehabilitation and Re-employment Procedure.

45.3 Benefits

During the disability period, the plan will provide an income equal to the lesser of:

Sixty-five percent (65%) of base earnings at the end of the qualifying period for LTD benefits, or

Seventy-five percent (75%) of base earnings at the end of the qualifying period for LTD benefits less any pension entitlement and/or any supplement from the WSIB (excluding the Non-Economic Loss award) and or the Canada Pension Plan, excluding benefits for dependents.

A person who runs out of sick leave credits during the qualifying period will be granted a leave of absence without pay until such time as the LTD qualifying period elapses. The employee will continue to receive service credit during this period and have coverage maintained in, but will not be required to contribute to, the Hydro One Pension Plan, Health and Dental benefits, and the Group Life Insurance Plan.

45.4 Other Conditions

45.4.1 Hydro One and/or the insurance carrier reserve the right to periodically obtain necessary proof of continued disability. If at any time an individual who has been declared disabled and placed on LTD is capable of returning to any further service with Hydro One, Hydro One will request and the Society will normally grant a waiver of posting requirements except in the case of redeployment under Employment Continuity.

45.4.2 Employees who are in receipt of LTD benefits will have their LTD benefit levels adjusted by the indexation increase which is applied to Hydro One's Pension Plan.

45.4.3 Where a position is identified that both Hydro One and the employee on LTD agree he/she can become qualified for through educational retraining, Hydro One will pay tuition fees associated with the retraining, up to a maximum of three years.

- 45.4.4 Employees on LTD must apply for CPP disability benefits after an appropriate period (6 months) unless there are compelling (e.g., medical) reasons that prevent the employee from doing so.
- 45.4.5 ***The employer will notify the Society Hydro One Local Vice-President (or his/her designate) of any employees who are recommended or approved/declined for LTD benefits.***
- 45.4.6 ***The employer will provide an employee whom it has recommended for LTD benefits the documentation necessary to make an LTD application within 4 weeks of making this recommendation.***
- 45.4.7 ***Upon receipt of the memorandum from the employer that he/she has been recommended for LTD benefits, an employee's entitlement to accumulate and, where applicable, restore sick leave credits will cease on the day following the next accumulation date provided that this date falls within the qualifying period.***
- 45.4.8 ***The employer will grant sick leave credits of 8 days at 100% and 15 days at 75% to employees immediately following their return to active employment from LTD or rehabilitative employment while in receipt of LTD benefits ("LTD rehab"). Where applicable, restoration and accumulation (subject to 44.3 and 44.5) of sick leave credits of sick leave credits will be based on the employee's total service credit. Employees in receipt of LTD Benefits (including rehabilitative employment while on LTD, or "LTD Rehab") are not entitled to accumulate, or where applicable restore, sick leave credits.***
- 45.4.9 ***Any outstanding current year's vacation entitlement for an employee going on LTD will be paid out upon expiry of their sick leave credits. The payment will be calculated on the base earnings at the expiry of sick leave for the prorated days of vacation entitlement, any outstanding lieu days, any outstanding floating or statutory holidays, and banked time for 40 hour per week employees. No vacation entitlement, floating holidays or banked time for 40 hour per week employees accrues while the employee is in receipt of full LTD benefits (subject to 47.6.6).***

45.5 Joint Working Committee

- 45.5.1 ***The parties shall establish a Joint Working Committee (JWC) to address and attempt to resolve sick leave and/or LTD issues.***
- 45.5.2 ***The JWC shall meet quarterly or as required and will have the broad discretion to consider a variety of remedies to resolve issues within the confines of the Collective Agreement.***
- 45.5.3 ***Exceptional cases (e.g. LTD recommended employees who do not transition to LTD, employees who have returned to active employments from a medical absence who have not had their LTD recommendations lifted, employees whose LTD applications have been declined) will be referred to the JWC for further discussion. This referral does not preclude further settlement efforts at the local level. Local settlements will be sent***

to the JWC for review. In the event that the parties are unable to reach agreement, either party may refer the matter to expedited arbitration.

45.5.4 The employer will advance sick leave credits (8 days at 100% and 15 days at 75%) to employees whose cases have been referred to the JWC while the matter is being reviewed by the Committee or until resolved at arbitration. The employee's sick leave credits will be adjusted to account for this advance when he/she resumes his/her normal accumulation and, where applicable, restoration.

45.5.5 In the event that the LTD denial appeal process outlined in article 44.5.3 exceeds 2 months, the Society Hydro One Local Vice-President and the Hydro One Director of Labour Relations may agree to extend the timeframe during which employees may continue to have their wages maintained at 75% of their base rate.

45.5.6 In the event that the parties are unable to reach agreement on any issue referred to the JWC, either party may refer this matter to expedited arbitration.

46 WORKERS' COMPENSATION LEAVE

An employee awarded a Workers' Compensation grant shall be granted a compensable disability leave with compensation made up of a tax-free Workplace Safety and Insurance Board award, and a taxable top-up grant for the duration of Workers' Compensation Disability benefits. The top-up grant will ensure an employee's net pay is maintained.

If the employee is awarded a Loss of Earnings (LOE) award and is unable to perform the essential duties of any available job, the leave and top-up grant will be extended for the first 24 months of the LOE award. If an employee is unable to return to work during the first two years of a LOE award, an application for LTD should be submitted. The qualifying period is waived in these cases, and LTD benefits will be payable at the expiry of the first LOE for a qualifying employee.

Pending a decision of the Workplace Safety and Insurance Board regarding the legitimacy of a claim the employee will receive sick leave. Employees who are receiving Workers' Compensation benefits for claims or injuries suffered while in the employ of an Employer other than Hydro One are required to notify Hydro One of being in receipt of those benefits in order to qualify for the top up grant. These employees will not be eligible for sick leave while receiving Workers' Compensation benefits for the top-up grant.

The top-up grant for compensable disability leave will be withheld if the employee refuses a medically suitable position that she/he is capable of performing, pursuant to the provisions of Article 47 ("Rehabilitation and Re-Employment") of the Collective Agreement. The grant may also be withheld where an employee is subject to appropriate discipline or discharge for cause pursuant to Article 17 ("Discipline and Discharge").

Authority for withholding the supplementary grant is vested in Directors.

47 REHABILITATION AND RE-EMPLOYMENT

47.1 Application

This Article applies to Hydro One employees (“eligible employees”) who:

- Qualify for Long Term Disability (LTD) Plan benefits; and/or
- Have been approved for a Workplace Safety and Insurance Board (WSIB) award; and/or
- Are regular employees who have medical disabilities that prevent them from performing the essential duties of their jobs. These employees are referred to as medically-restricted-at-work (MRAW).

47.2 Definitions

“Medical rehabilitation” shall mean medical support services to facilitate speedy and maximum recuperation prior to or during rehabilitative employment, including physical, psychological or emotional assessments, therapy, treatment and conditioning.

“Vocational Rehabilitation” shall mean support services to facilitate re-employment, including assessment of transferable occupational skills/aptitudes, identification of specific job accommodation and associated training requirements and formulation of rehabilitative employment plans and counselling.

“Rehabilitative employment” shall mean temporary work assigned to a recovering or recovered employee with an ultimate goal of continuing full employment.

“Affected employees” shall mean employees who have undertaken vocational rehabilitation assessments provided by Hydro One and the results indicate a need for active services to facilitate the goal of returning to continuing full employment. This classification includes employees in receipt of LTD benefits who are assessed medically able to return to work.

“Rehabilitative employees” shall mean employees who are eligible for rehabilitation and are capable of rehabilitative employment.

47.3 General

Rehabilitation employment may not be used as a means to manage, discipline or place employees with poor/unsatisfactory performance unrelated to medical reasons.

47.4 Vocational Rehabilitation

47.4.1 Hydro One shall identify eligible employees as soon as possible and ensure their timely assessment regarding their need for vocational rehabilitation services.

47.4.2 Hydro One shall provide timely vocational rehabilitation services for affected employees. The goal is to facilitate the employee’s re-employment in a continuing capacity that will make maximum use of his or her capabilities.

47.4.3 Hydro One shall develop a rehabilitation plan (“the plan”) for each affected employee. The plan is subject to mutual agreement of the employee, his/her

personal physician, the Society (if its participation has been requested by the employee) and Hydro One. The plan will establish a return to work goal that is reasonable and realistic in the circumstances (e.g., recognition that a six-month rehabilitation may be insufficient for LTD benefit recipients in some cases). It will also describe the training, conditioning and therapy programs required to enhance the employee's capabilities within a defined timeframe. It will include an assessment of an affected employee's job accommodation needs (e.g., reduced hours, modified light duties, altered work station). The plan shall have a pre-determined duration and will be subject to periodic monitoring to assess the need for corrective actions to maximize the probability of successful continuing full time employment. Any party to the plan may request its review and/or revision.

47.4.4 Hydro One shall pay for vocational rehabilitation services and reimburse employees for reasonable expenses related to vocational rehabilitation.

47.4.5 Affected employees shall cooperate in the development of their vocational rehabilitation plans. MRAW employees shall provide confirmation of the nature of their medical restrictions by his/her personal physician to Hydro One or arrange with Hydro One to have these restrictions assessed.

47.5 Rehabilitative Employment

47.5.1 This section applies to rehabilitative employees.

47.5.2 An employee is entitled to placement in a medically suitable and reasonable position that accommodates his/her needs as identified in his/her rehabilitation plan (e.g., reduced hours, modified duties). Where an employee is MRAW, his/her fitness to perform essential duties of a job and work restrictions shall be identified.

47.5.3 Although the goal of rehabilitation is continuing employment in a full-time position, some employees have medical disabilities that may not be supportive of working full-time. Where the rehabilitation plan identifies reduced hours (minimum 14 hours maximum 28 hours per week) as a permanent medical restriction (supported by medical evidence) the employee will be re-employed and accommodated in an available and suitable ongoing position while retaining his/her LTD status.

47.5.4 The priority placement shall be the employee's return to his/her pre-disability position. Hydro One shall make all efforts to accommodate the employee in his/her pre-disability position.

47.5.5 In the event that efforts to satisfy an employee's assessed accommodation needs in his/her pre-disability position are not feasible or upon mutual agreement of the employee, Hydro One and the Society (where the employee has requested its participation), employees may be placed in a suitable alternate position. In these cases, Hydro One shall identify a target position or family of positions compatible with the employee's medical restrictions.

- 47.5.6 Where suitable alternate placement is required or agreed upon, an employee shall apply for vacancies identified by Hydro One as having essential job duties compatible with his/her medical restrictions.
 - 47.5.7 Employees will be selected for suitable alternate positions in accordance with Article 65. Where more than one position is available, the employee will be offered the position nearest the salary level of the pre-disability position. The job offer may be no more than two salary levels below the pre-disability position.
 - 47.5.8 Priority will be given to placement of employees in positions within Hydro One. External job opportunities, however, will be explored if appropriate internal positions do not exist. The employee must agree to any external placement.
- 47.6 Terms and Conditions of Rehabilitative Employment
- 47.6.1 Base salary in rehabilitative employment positions shall reflect normal scheduled hours worked at the current base hourly rate of the position (i.e., prorating shall apply in reduced hours situations).
 - 47.6.2 When a rehabilitative employee is placed in a position whose salary grade is lower than his/her pre-disability position, Hydro One will maintain the base salary and benefits of the pre-disability position until the employee's current pay entitlement as determined by step placement in the new position exceeds that of the pre-disability position.
 - 47.6.3 Rehabilitative employees shall continue to receive approved LTD/WSIB/Sick Leave benefits in accordance with the applicable statutory or collective agreement provisions. However, these entitlements shall be adjusted so that the total of the rehabilitative base salary and these benefits shall not exceed the current full-time base rate of the position occupied by the employee prior to disablement.
 - 47.6.4 Where an employee returning from LTD receives a base salary less than the LTD benefit, Hydro One shall pay a supplementary amount equal to the shortfall to the employee.
 - 47.6.5 Employees in receipt of LTD benefits shall receive the greater of the base salary for hours worked or LTD benefit entitlement.
 - 47.6.6 Employees in receipt of LTD benefits shall continue to receive full (i.e., full time) service credit during rehabilitative employment and have full coverage (i.e., no prorating) in the Pension and Group Life Insurance Plans.
 - 47.6.7 Rehabilitative employees shall be eligible for **step progression** increases. They shall receive performance appraisals where medical restrictions do not preclude their application. Performance appraisals and pay adjustments shall take into account medical restrictions with respect to establishing goals and measuring achievements.
 - 47.6.8 Following the successful completion of rehabilitative employment and placement in an ongoing position, the employee shall be ineligible for LTD/WSIB/Sick Leave benefits and will receive the normal base salary for their position.

47.7 Termination of Employment

In the event an eligible employee refuses reasonable rehabilitative employment or a reasonable job offer for re-employment, the employee shall be terminated without entitlement to LTD benefits. Where an employee grieves termination for medical incapacity an arbitrator shall have jurisdiction to consider relevant post-termination evidence of rehabilitation.

PART X - HEALTH BENEFITS

Hydro One, through its claims services provider, shall provide extended health benefits and dental coverage as outlined in the brochure entitled "Health and Dental Plan for Society (effective **February 1, 2014** as amended pursuant to Section 48.4 and in accordance with the insurance carrier contract in effect at the commencement of the collective agreement. This does not in any way restrict the Employer's right to change the insurance carrier provided employee benefits are unaffected.

48 EXTENDED HEALTH BENEFITS (EHB)

- 48.1 Hydro One agrees to offer employees the option of using the Preferred Vision Services (PVS) Plan, subject to its availability.
- 48.2 Subject to the written consent of the Society, on a case by case and without prejudice basis, Hydro One and individual employees may enter into written agreements ("individual agreements") whereby, for a specified duration, the employees may waive their rights under the EHB Plan and opt for a different/alternative treatment. This enabling provision does not constitute an employee entitlement to different/alternative treatments but rather allows special requests to be accommodated by mutual agreement without increasing the costs of, or entitlements under, the EHB Plan. Neither the provisions of these individual agreements nor the decision by any party not to enter into such an arrangement are grievable.
- 48.3 ***The parties agree to establish a standing joint committee to meet and discuss all benefit –related issues/grievances with respect to the administration of the benefit plan by the new service provider, including but not limited to, reasonable and customary limits. Any issues which are not able to be resolved in this forum may be referred to arbitration.***
- 48.4 The health and dental plan and associated brochure shall be amended to include provision for the following changes;
- Increase vision care to **\$650** every two years effective **January 1, 2017**.
 - Increase coverage of chiropractic charges to \$750 per year effective April 1, 2016 and to \$800 per year effective April 1, 2018***
 - Orthotics and Orthopedic Shoes must be provided by a Qualified Provider/Dispenser. Qualified Providers/Dispensers include but are not necessarily limited to podiatrists, chiropodists, pedorthists, chiropractors, or orthotists.***
 - Change "Acupuncturists" to "Registered Acupuncturists" and "Naturopaths" to "Registered Naturopaths".***

- ❑ *Limit initial supply of new maintenance prescription drugs to a 30-day supply.*
- ❑ *Physiotherapy requires medical referral and include certified athletic therapist under the same category.*

49 DENTAL PLAN

- 49.1 Effective January 1st of each year of the collective agreement, the dentist fees will be paid up to the amounts shown in the current Ontario Dental Association (ODA) Fee Guide.

50 SEMI-PRIVATE HOSPITAL ACCOMMODATION PLAN

Coverage under the Semi-Private Hospital Accommodation Plan is unchanged.

51 PERSONAL ACCIDENTS

- 51.1 Hydro One shall pay accident benefits to employees for accidental bodily injury causing temporary total disability, permanent total disability or death in accordance with the current Table of Personal Accident Benefits.
- 51.2 Hydro One shall reimburse employees for medical expenses incurred as a result of an accident in excess of coverage provided by the Hydro One health benefits plans, OHIP or WSIB to the extent permitted by law

PART XI- RELOCATION ASSISTANCE

The following provisions apply to regular employees and are outlined in the brochure entitled "Relocation Assistance Benefits for Performance Paid Staff" (1995). Employees in positions covered by Article 25 will receive the treatment contained herein when appointed to regular positions, and required to relocate as a result of Hydro One's business.

52 HOUSING ASSISTANCE PLAN

52.1 Intent

- 52.1.1 Hydro One's purchase of an employee's principal place of residence is designed to ensure that an employee who moves will not be forced to endure unreasonable periods of family separation or inconvenience due to inability to sell the employee's home at a fair market price.
- 52.1.2 It will be the prerogative of Hydro One to reject an employee's application for Housing Assistance if in Management's opinion the property is not an acceptable risk.
- 52.1.3 The employee must abide by all of the requirements of the Housing Assistance Plan. Failure to do so will result in the employee becoming ineligible for housing assistance from Hydro One.

52.2 Purchase Guarantee

- 52.2.1 Hydro One will provide a purchase guarantee based on an appraisal of the property's current worth by a group of up to three appraisers, to be selected by the Real Estate Service in conjunction with the employee.
- 52.2.2 Hydro One will not request appraisals until the employee is ready to list his or her house in the marketplace providing this is within one year of the employee's transfer to the new work location and the employee is prepared to abide by Subsection 52.2.4 and Subsection 52.3.1.
- 52.2.3 The employee must acknowledge acceptance or rejection of Hydro One's Purchase Guarantee within **ten (10)** days of its receipt. If the employee rejects the Purchase Guarantee, Hydro One has no further responsibility with regard to Housing Assistance or the Purchase Guarantee.
- 52.2.4 If the employee wishes to participate in the Housing Assistance Plan, the employee must not list the property for sale until the Purchase Guarantee has been accepted.
- 52.2.5 Home Appraisal Documentation

Hydro One will provide the Society with an initial six month report of home appraisal documentation prior to January 1, 1995. Representatives from Hydro One and the Society will meet to discuss the particular form and content of subsequent reports. Upon agreement on the form and content a letter of understanding will be developed which will require the report to be given to the Society on a semi-annual basis for the term of this collective agreement. Any

anomalies in the report may be discussed by the Society and the Hydro One confidentially with full disclosure of information (including appraisals).

52.3 Listing of Property

- 52.3.1 If an employee chooses to participate in the Housing Assistance Plan, by accepting the Purchase Guarantee, the employee will immediately list the property for 90 days on MLS (where such service is available) at a price not exceeding 107% of the guaranteed price.
- 52.3.2 The employee will retain the right to sell to a third party until such time as the property is turned over to Hydro One for resale.
- 52.3.3 In order to assist the employee to dispose of the property expeditiously and at a fair market value, the employee should notify the Employee Relocation **Counsellor** of all offers to purchase during the listing period. Hydro One may ask the employee to accept an offer which is lower than the Purchase Guarantee, whereupon the employee will be compensated for the difference between Hydro One's Purchase Guarantee and the amount of the offer. The employee's acceptance of any offer less than Hydro One's Purchase Guarantee is not mandatory and the employee will retain control of the sale of the residence throughout the listing period. All offers to purchase will be held in confidence by the Employee Relocation **Counsellor**.

52.4 Sale of Property by Hydro One

- 52.4.1 The employee must be prepared to sign power of attorney authorizing Hydro One to sell property on the employee's behalf on the first day following the 90 day listing period. If the employee will be unable to vacate the premises at that time, the Employee Relocation **Counsellor** must be notified.
- 52.4.2 Hydro One will pay to the employee the difference between the value of the property to Hydro One (Purchase Guarantee) and all existing encumbrances, including the advance of equity.
- 52.4.3 If the employee fails to maintain the property, he/she will be required to reimburse Hydro One. If the employee removes fixtures, Hydro One can deduct the cost of items removed from the purchase guarantee.**
- 52.4.4 When an employee applies for assistance under this procedure, he or she must declare under oath, if required by Hydro One, all encumbrances of any nature or kind whatsoever, including executions, chattel mortgages, and notices of conditional sales contracts which the employee is obliged to pay.
- 52.4.5 In consideration of the payment to the employee of the amount established in Subsection 52.4.2, the employee will complete a deed of sale of the property, conveying the same by good and marketable title, but subject to all existing encumbrances, to Hydro One or its nominee.

52.5 Advance of Equity

In order to provide the employee with funds for a deposit or down payment on a residence at the new location, an advance of up to 100% of the employee's equity

(Purchase Guarantee minus encumbrances) in the residence at the former location may be loaned to the employee by Hydro One. Advance of equity is interest free for employees who avail themselves of the Purchase Guarantee for 90 days for until the house is turned over to Hydro One or until the closing date of the sale of the house to a third party, whichever comes first. For employees who reject the Purchase Guarantee, the advance of equity is interest free for 90 days. Repayment is as set out in the Relocation Assistance Benefits brochure.

53 MOVING EXPENSES

53.1 Intent

- 53.1.1 Since Hydro One has province-wide operations, employees may be required to move about the Province as part of their jobs. For clarification, relocation assistance entitlements are not limited to moves within the Province.
- 53.1.2 Hydro One recognizes that there may be a number of relatively costly expenditures associated with moving and will endeavour to ensure that such expenses will be adequately covered.
- 53.1.3 Hydro One will not assume responsibility to compensate for any upgrading in an employee's standard of living which may take place as a result of moving.
- 53.1.4 The Housing Assistance Plan will apply to the employee's principal place of residence and will not cover summer cottages, commercial real estate holdings or other secondary properties.
- 53.1.5 Employees who receive any moving expenses are subject to Canada Customs and Revenue Agency rules and regulation.
- 53.1.6 Relocation expenses will not be paid for work headquarter transfers within the boundary of the current City of Toronto, save for exceptional circumstances of hardship as may be reasonably determined by Hydro One.
- 53.1.7 Notwithstanding anything in this Article, in order to qualify for moving expenses after the employee's headquarters moves, the headquarters move must result in a greater distance from the employee's home.

53.2 Minimum Moving Distance

- 53.2.1 Normally, **for involuntary moves and moves that result from appointments that represent a promotion** an employee must move a minimum of 40 road kilometres by the shortest normal route closer to the new work location to qualify for relocation assistance. **For voluntary moves that result from appointments that represent a lateral or demotion, this minimum moving distance is 125 kilometres.**

53.3 Expenses for Reimbursement

53.3.1 Household Effects

Hydro One will arrange for and shall pay the cost of packing, moving by freight or truck and insurance charges on household effects.

53.3.2 Home Buying and Legal Fees

Employees shall be reimbursed for legal disbursements and real estate brokerage fees associated with the purchase and/or sale of property valued up to five times the employee's annual base salary in the new location at the time of job transfer as follows:

a) Legal Fees

- The employee will advise Hydro One of his/her preferred lawyer. Hydro One will request the lawyer for an estimate on what the fees will be to complete the sale and/or purchase transaction. If Hydro One finds the solicitor's estimate to be unreasonable, Hydro One will ask the employee to recommend another solicitor to close the transaction.
- Legal fees and disbursements actually incurred in selling an old and buying a new residence will be paid by Hydro One.
- Legal fees shall be defined to include fees for arranging or discharging a first mortgage when required and will include land transfer tax.
- Disbursements shall be defined herein as those items paid by a lawyer on behalf of the employee for services in connection with the purchase or sale of the employee's residence including land transfer tax and land surveys when required, Ontario New Home Warranty Program if required for a new house, GST, and penalty costs to a maximum of three months' interest payments involved in discharging a first mortgage on the residence in the former location when required.

b) Referral Fees/Home Inspection

- When the employee is prepared to submit an offer to purchase on a property, Hydro One will make arrangement for one home inspection at Hydro One's expense. All offers to purchase should have a clause in the offer conditional upon the positive results of an inspection report. Any additional inspections for any reason will be at the employee's expense.
- Real estate brokerage fees charged by a real estate agency to the maximum standard recognized scale for services rendered in selling the employee's house shall be paid by Hydro One.
- ***If the employee negotiates a real estate commission fee less than the current cap of 5%, the cost savings will be shared by Hydro One (2/3) and the employee (1/3).***

Note: The changes identified above are not meant to take away the existing right of the employee to select the real estate agent or lawyer.

53.3.3 Transfer Expenses

A transferred employee is expected to make arrangements to move expeditiously but this should not exceed a period of one year from date of transfer, except where there is a specific agreement between the employee and local management for an extension. The employee must provide in writing his/her intention to move to the supervisor, prior to receiving payment for any

applicable living expenses. Reimbursement for actual costs incurred in the move will be allowed as follows:

- All employees who are eligible for moving expenses shall be afforded 12 weeks from the date the employee reports to work in the new location (i.e., date of transfer) to decide whether or not they wish to move. Payment of the following expenses is predicated on the employee maintaining his/her previous principal residence:
 - a) During this 12 week period, the employee shall have the option of either commuting to and from his/her new work location and receiving incremental travel expenses (i.e., additional travel costs beyond the employee's normal travel costs to the old work location), the total cost of which not to exceed living expense equivalent, or being paid living expenses in the new location. If the employee expressly indicates that he/she does not intend to relocate his/her residence, all expenses will cease at that time.
 - b) All expenses will stop at the end of the 12 week decision period unless the employee has provided in writing his/her intention to move within one year of date of transfer. Providing that the employee demonstrates to Management's satisfaction that arrangements to move with employee's family to the new location are being made as quickly as possible, the employee's living expenses in the new location or incremental travel expenses will be paid until such time as the employee moves or for a period not to exceed a further 6 months unless the employee can demonstrate serious hardship, in which case the period of expense coverage is 9 months (in addition to the initial 12 week decision period). The time limits mentioned above may be extended by a specific mutual agreement between the employee and line management for a total period not to exceed two years from the date of transfer.
 - c) If an employee, after providing written notification of his/her intention to move fails to do so, all expenses paid on his/her behalf or travel expenses paid to him/her for any period beyond the initial 12 weeks from the date of transfer or the date of his/her written intent to move, whichever comes first, shall be repayable to Hydro One. Repayment shall be made within one month of a written communication stating his/her intention not to move or within one year of date of transfer whichever comes first.
 - d) Exceptions to the repayment requirement should the employee fail to move may be made by reasonable exercise of the Business Leader's discretion (e.g., for reasons of significant unforeseen life hardships, Hydro One transfers, Hydro One international assignments, etc.).
- Transportation to the new location and living expenses while in transit to the new location will be paid for the employee and family (spouse and dependent children) and any other dependents of the employee's household. A reasonable number of visits by the employee and family, to the new location to assist in the selection of a new principal residence will be paid at the discretion of local Management.

- Living expenses of the employee and family during the period while household effects are in transit will be paid.
- Reasonable upkeep costs including mortgage interest on the old residence will be paid for a period of up to three months after the employee has moved to the new residence but still retains title to the old residence due to an inability to sell. If closure of the sale is imminent, the period may be extended by up to six weeks.
- Time off with pay to a maximum of one day's base earnings if the day of the move falls on a normally scheduled working day.
- Employees may elect to receive lump sum payments in lieu of the following:
 - * temporary living expenses;
 - * reimbursement for costs associated with return to residence headquarters;
 - * benefits and expenses associated with house hunting trips;
 - * temporary storage, etc.

53.3.4 Spousal Assistance

An employee will be reimbursed for his or her spouse's job search expenses, supported by receipts, up to a maximum of \$750.00.

53.3.5 Rental Assistance

An employee who transfers to a higher cost rental area and who rents comparable rental accommodation will be provided with rental assistance by Hydro One as follows. The extent of this assistance will be the lesser of:

a) the monthly rent in the old location multiplied by Hydro One's rental differential;

or

b) the amount of the monthly increase in rent.

An employee who rents in the former location and purchases in the new location will be eligible for the equivalent of rental assistance as will the employee who conversely owns a home in the former location and rents in the new location.

Rental assistance will be provided for a five year period, based on 100% assistance in the first year and decreasing by 10% annually over the next four years.

This assistance will cease if the employee transfers to a new work location, terminates his/her employment with Hydro One, ceases to rent, retires or dies.

53.3.6 Rental Management Program

Upon request, Hydro One will arrange for a rental management firm to rent an employee's house when he/she is expected to return within five years and will

pay the costs associated with this arrangement if it is in Hydro One's financial interests to do so.

53.3.7 Miscellaneous Expenses

Employees will be reimbursed for miscellaneous expenses associated with the move up to the limit of one month's salary based on normal scheduled hours of work. These expenditures are intended to cover items such as:

- cost of rental search assistance;
- costs incurred as a result of the move such as, cleaning, painting and decorating costs; adaptation, removal, installation or replacement of house furnishings and appliances;
- costs for connecting water, natural gas, and electricity to a new house if charged to the employee as purchaser.

Employees will not be reimbursed for capital expenditures which tend to increase the market value of a house, major house repairs or renovations.

53.4 Second Related Move

If a suitable residence is not available at time of transfer, an employee may rent temporary premises for up to one year. Under these circumstances, Hydro One will reimburse the employee for costs incurred in accordance with all Sections of this Agreement for either one of the two moves. For the other move, only costs of transportation, moving household effects, and legal fees incurred will be paid.

53.5 On Retirement

53.5.1 If Hydro One requires an employee who occupies a house or trailer on Hydro One property or a site under Hydro One control to move on retirement, the employee will be reimbursed as outlined in Section 53.3 for the cost of a move to any location in Ontario in which he or she desires to settle.

53.5.2 If an employee is requested to undertake a change in work headquarters involving a change in principal residence, and is age 55 or older on the date of transfer, consideration shall be given to the reimbursement of some or all of the moving expenses of that individual upon eventual retirement from Hydro One. The extent and terms of the assistance to be provided upon retirement will be determined at the time of transfer.

53.5.3 Only moving expenses within the Province of Ontario or to the nearest exit point from the Province will be eligible for consideration.

54 FINANCIAL ASSISTANCE PLAN

Hydro One shall contribute towards the interest costs on the increase in capital expenditure for an employee who is transferred to a higher cost housing area **when the following conditions are met:**

- ***The cost of the new residence must be at least 10% higher than the cost of the residence sold; and***
- ***The new residence must have a mortgage and the mortgage rate must be the lowest mortgage rate of the top five Canadian banks for a five-year closed fixed mortgage.***

Financial assistance will not apply to second moves if this move is voluntary and results from an appointment that represents a lateral or demotion and financial assistance was provided for the first move.

Eligibility for this assistance will be determined by using:

- a) a house-for-house comparison conducted by Hydro One.

The amount of assistance will depend upon the:

- sale price of the residence in the former location;
- relative value of comparable housing in the new location;
- actual increase in housing costs (purchase price less sale price);
- current interest costs

The locality differential will be based on the differential in effect as of the date of closing of the purchase of the residence in the new location. The interest rate used to calculate the level of assistance will be based on Hydro One's employee housing loan rate for a five year term as published by the Treasury Division (or the actual mortgage rate, whichever is less) as of the date of closing of the purchase of the residence in the new location.

The financial assistance will decrease annually in twenty (20) percent increments over a five year period.

An employee receiving financial assistance must advise Hydro One if he/she sells or rents his/her house in the new location within five years of purchase. Assistance provided to the employee will be reviewed and revised accordingly.

Financial Assistance ceases upon termination or retirement. However, should an employee die while receiving financial assistance associated with relocation, such assistance may continue as per the original entitlement based on a case-by-case review by the Business Unit providing the following condition is met:

- the designated beneficiary provides affidavits on an annual basis that the principal residence for which the assistance is paid continues to be his/her principal residence and that no new revenues for renting any portion of the residence are being received.

55 HOUSE EVALUATION AND GUARANTEE PLAN

Upon subsequent transfer within Hydro One, an employee will be guaranteed his/her purchase price up to a maximum of four times his/her base salary at the time of the initial transfer (plus \$1500 for capital improvements on new homes, \$15,000 for resale homes or minus \$3,000 for damages to the property). This guarantee will be for a period of ten years from the date of purchase. Improvements must be verified by receipts and do not include normal painting,

decorating and maintenance costs. An employee may not sell his/her house for less than the guaranteed amount without the consent of Hydro One.

56 COMPENSATION WHEN ASSIGNED TO TEMPORARY WORK HEADQUARTERS

56.1 Intent

- a) When there is an assignment to a Temporary Work Headquarters, the employee and his/her supervisor must have a mutual understanding of the terms of the assignment prior to its commencement using the following provisions.
- b) Employees assigned to a Temporary Work Headquarters should not be separated from their families for exceptionally long periods of time due to work requirements and should be compensated for all reasonable out-of-pocket expenses and travel costs.
- c) When an employee is assigned to a Temporary Work Headquarters, the employee *may* remain at the Temporary Work Headquarters **only if the travel distance is greater than 50 kilometres, subject to reasonable consideration of safety, weather and commuting conditions. Exceptions to this threshold require supervisor approval.** If there is mutual agreement between the supervisor and employee to commute daily **for distances greater than 50 kilometres**, then the employee may do so.
- d) Employees will be reimbursed for all reasonable out-of-pocket expenses associated with being assigned to the Temporary Work Headquarters.
- e) Employees will be reimbursed for any additional travel costs beyond their normal travel costs to their Regular Work Headquarters.
- f) Travel time on the first trip to, and on the last trip from, the Temporary Work Headquarters shall be either during normal scheduled hours or compensated in accordance with Article 59 (Travel Time) if outside normal scheduled hours.
- g) Selections for Temporary Work Headquarters assignments should not be made on the basis of travel cost considerations.

56.2 Definitions

"Regular Work Headquarters": The location to which the employee normally reports in order to receive work assignments or to perform regular duties.

"Temporary Work Headquarters": The location to which an employee is directed in order to carry out assigned duties away from Regular Work Headquarters.

"Periodic Return": The return to the employee's principal residence once every two weeks.

56.3 Compensation When Remaining at Temporary Work Headquarters (TWHQ)

- a) When the employee resides at the TWHQ and does not commute, the employee shall be reimbursed for all reasonable out-of-pocket expenses incurred while at the TWHQ.

- b) An employee who resides at the TWHQ will be allowed a periodic return once every two weeks.

The employee shall be reimbursed for travel costs associated with the periodic return for the distance between his/her principal residence and his/her TWHQ, less normal travelling costs. Travel time associated with periodic return, outside normal scheduled hours and in excess of one hour each way, shall also be compensated. Compensation will be either in equivalent time off, or in pay, at straight time rates. Time spent in obtaining a meal will not be compensated.

- c) On intermediate weekends, if the cost of remaining at the TWHQ would be less than the cost of a return trip, the employee may claim actual travel costs up to the cost of remaining at the TWHQ. If the cost of remaining at the TWHQ is greater than the cost of a return trip, the employee may be reimbursed for all travel costs incurred for a return trip on that weekend.
- d) For employees who reside in rental or leased accommodation at the TWHQ, cost of travel on intermediate weekends will be based on the lesser of a per diem rate based on the daily costs of normally used local hotel/motel accommodation (meals included) or actual travel costs (less normal travelling costs).
- e) Travel time will not be paid for return trips to home on intermediate weekends.

56.4 If the temporary assignment appears to cause the employee to reside separately from his/her family for a long duration, and for long distances, i.e., more than 100 kilometres, the supervisor may permit the employee to rent accommodation for his/her family near the TWHQ. In this situation, the employee will be reimbursed for all reasonable out-of-pocket costs, including the difference in rent paid out in the temporary location and any rent received from the principal residence.

56.5 Compensation for Daily Commuting To, and From, Temporary Work Headquarters

- a) When an employee and supervisor have mutually agreed that the employee may commute to the TWHQ on a daily basis, the employee shall be compensated for his/her travel time in accordance with the provisions of Article 59 ("Travel Time").

The use of a Hydro One vehicle will be one of the commuting options considered.

If a Hydro One vehicle is not used, the employee shall be compensated for his/her travel costs (i.e., public transportation costs or cents per kilometre, whichever, in the Supervisor's opinion, is the most reasonable considering the travel time and transportation expenses involved) in addition to his/her travel time.

The total amount of reimbursement for the employee's travel time and travel costs will be up to a maximum of the expenses that would have been incurred if the employee were to remain at the Temporary Work Headquarters (lodging and meals). In determining this maximum, consideration will also be given to the expenses that would have been incurred if the employee had used a Hydro One vehicle.

- b) When an employee commutes daily, he/she is required to be at the Temporary Work Headquarters at normal starting time and remain until normal quitting time.

Note: Where the planned duration of the assignment at a Temporary Work Headquarters is greater than one year, the employee will be eligible for full relocation assistance.

56.6 Exception

This Article does not apply to employees who on a daily or short-term basis may be required to work at a number of different work headquarters. In these cases, local management will determine the appropriate compensation treatment, but such compensation will not be less than that applicable to other employees under this Article.

PART XII - TIME WORKED OUTSIDE NORMAL HOURS

57 ON-CALL SERVICE

The following on-call service provisions shall apply.

57.1 Definition

On-call service is the requirement to be available outside normal work hours to meet unusual conditions, satisfy needs for assistance or direction, and return to work within a reasonable time, as specified by the supervisor. During the period of assignment, the staff member must be capable of responding. Normally, employees are not expected to be on call for a continuous, long-term period.

57.2 Payment

57.2.1 Compensation for on-call service is applicable in the following cases:

- a) there is a regular need for it (e.g. weekly, monthly, annually) and;
- b) the supervisor formally notifies the employee of the assignment.

57.2.2 The on-call service payment for any 16-hour period outside normal work hours is one half hour per day calculated at Step 9 MP4/TMS5.

57.2.3 The on-call service payment for any 24-hour period outside normal work hours (i.e., Saturday, Sundays, Statutory Holidays and granted days) is one hour per day calculated at Step 9 MP4/TMS5.

57.2.4 The on-call service payments specified above will apply only to the time periods as specified.

58 OVERTIME

The following provisions shall apply to employees when assigned to work overtime.

58.1 The method of compensation, for authorized overtime, may be money or time off at the appropriate premium rate. The employee or the supervisor may propose the method of payment, but it is the supervisor's responsibility to approve the method of payment most compatible with the unit's needs. Prior understanding between the supervisor and employee is desirable. If no request is made prior to the overtime being worked or if there is no agreement between the employee and the supervisor on the method of compensation, payment at the appropriate overtime rates will be automatic and paid. Lieu time for overtime accrued shall be limited in total to the number of hours equivalent to the employee's normal work week. When an employee reaches these hours, he/she will be unable to request further lieu time for overtime worked until he/she has brought the hours below the set limit. The accrued lieu time will be taken at a time which is mutually-agreeable to both parties and can be carried over to the following calendar year. If a mutually agreeable time cannot be established by both parties, the employee will be required to cash out the lieu time banked on March 31st of the following calendar year.

58.2 Day Workers

Overtime Worked	Overtime Hours	Rate of Payment
Monday to Friday	Authorized overtime beyond normal scheduled hours worked in the day	Time and one half (T-1/2)
Saturday	Authorized overtime	Time and one-half (T-1/2)
Sunday	Authorized overtime	Two times (2T)
Statutory Holiday	Authorized overtime	Monday to Friday: Two times (2T) for all unscheduled hours plus a Statutory Holiday credit. Saturday: Two times (2T) for all unscheduled hours worked.

58.3 Shift Workers

Overtime Worked	Overtime Hours	Rate of Payment
Scheduled Work Days	Authorized overtime beyond normal scheduled hours worked in the day.	Monday to Saturday: Time and one half (T-1/2) Sundays and Statutory Holidays: Two times (2T)
Scheduled Days Off	Authorized overtime on a normally scheduled day off.	Monday to Saturday: Time and one-half (T-1/2). Sunday: Two times (2T). Statutory Holidays (Monday to Friday): Two times (2T) plus a Statutory Holiday credit for hours worked up to normal hours for the day. Statutory Holiday (Saturday): Two times (2T).

58.4 For OSS and TMS staff required to work overtime and supervise staff receiving a higher overtime rate than that paid under Sections 58.2 and 58.3 above, the treatment shall be as follows: OSS and TMS staff receive two times their base hourly rate for all work, as described above, performed outside the first four clock hours after normal quitting time, Monday to Friday, and for all such work performed on Saturday.

58.5 In addition to employees covered under Subsection 58.4 employees who are directly involved in the operation, maintenance or construction of production, transmission or distribution facilities (exclusive of head office staff) and who directly supervise or work beside PWU employees will be compensated with the equivalent to PWU overtime premiums for all overtime worked, including the minimum payments received by PWU staff for both emergency and scheduled overtime. Employees work beside PWU employees if, as a regular part of their job, they are required to work with PWU staff on essentially the same job, under the same general conditions, and their presence at site for the overtime in question is necessary for task progress.

Employees may be designated as eligible under the above on an on-going basis or on an assignment by assignment basis at the discretion of Hydro One.

58.6 Recording Overtime

Management shall record assigned and paid overtime and will report the same to the Society every 6 months.

59 TRAVEL TIME

The following provisions shall apply to employees who are required to travel on business for Hydro One.

59.1 General

Some traveling time outside of normal hours of work to and from work locations, other than the regular work headquarters, is an inherent part of many jobs, for which no additional compensation is normally made.

59.2 Excessive Travel

- a) It is recognized that in some situations travel might be excessive. In these cases, the preference is for the supervisor and the employee to arrive at a mutual agreement as to what constitutes "excessive". This determination should be based on the following considerations:
- the amount of travel time that is required (hours per day, week and month)
 - the choice of travel options
 - the cost of travel choice/option
 - if the employee travels with PWU employees (i.e., internal relativity)
 - the time above and beyond the employee's normal travel time between home and normal work headquarters
 - the desire to compensate for travel time with time off

Where there is no mutual agreement, excessive travel time shall be defined as follows and compensated at straight time:

- the travel time in excess of one hour at the beginning and end of the normal scheduled day and greater than the employee's normal travel time; OR
- where the daily rate is not exceeded, the travel time in excess of five hours per week greater than the employee's normal travel time; OR
- where neither the daily nor weekly rate is exceeded, the travel time in excess of twenty (20) hours per month greater than the employee's normal travel time.

- b) When a special assignment calls for departure from the employee's home in the evening, or on a regular day off, time spent in travel will be compensated at straight time.

59.3 Emergency Overtime Work

Non-Prearranged Overtime Work: Travel time will be paid at the appropriate overtime rates for any work outside and in addition to normally scheduled hours for which there has been no pre-arrangement and an extra trip is required. Notification for prearranged overtime must be given at least 24 hours in advance of the start of such work.

59.4 Attendance at Seminars, Conventions, Etc.

- a) When an employee attends a convention, seminar, training course, or similar function and does not arrive at the destination or depart from it until after normal work hours, no additional time allowance will be paid, i.e., this travel time will be considered as part of the employee's contribution to attendance at a mutually benefiting function of this nature.
- b) Where Hydro One directs an employee to take a training course, travel time will be compensated in accordance with Article 59.2 .

59.5 Flexibility

Variations to the provisions of this Article made by agreement between the supervisor and the employee are permitted, subject to Director approval.

60 SHIFT WORK (M&P, TMS)

60.1 Definitions

Shift: All scheduled hours of a shift are considered to occur in the calendar day that the shift ends.

Scheduled Work: The hours of work assigned as per the shift schedule. Scheduled work cannot include overtime.

Positive/Negative Time Balances: Total hours accumulated in a time bank less the product of the normal scheduled hours of work for the position times the number of weeks since the time bank was previously balanced to zero. The result may be positive or negative.

60.2 Shift Workers

Consultation with the Society will occur prior to implementation of any future change to scheduled hours. Hours of Work will not be changed as a result of this Article.

Some jobs are shift work jobs e.g. Shift Operating Supervisors. Management reserves the right to put incumbents in these jobs on shift.

The job evaluation plan used to evaluate M&P jobs will be used as the vehicle to determine the relative worth of M&P shift positions within the shift family of jobs, and to

establish appropriate relativity between positions in this family and other non-shift M&P positions.

The requirement to obtain and maintain a license(s) to hold a shift position shall be identified in the job document (description and specification).

The number of personnel provided per shift position shall be such that no regularly scheduled overtime will be required. Due to the nature of Hydro One's operations, it may be necessary for employees on shift to work some overtime.

Management shall retain the right to place employees in shift positions for training and development purposes provided that the implications of possible classification changes on completion of the shift development phase are fully identified to the incumbent before the shift position is accepted.

Management shall provide an opportunity for input from employees prior to establishing shift schedules.

Management will use reasonable efforts to provide a minimum of seven (7) days' notice for shift workers when their hours of work, as shown on the regular schedule, are to be changed, except in the case of a forced unit outage or for reasons of equipment failure or safety. Management will use reasonable efforts in revising the regular schedule so as to provide the following minimum hours off between shifts:

- a) Shift change notices between 12-hour shifts will provide at least 12 hours off.
- b) Shift change notices from a 12-hour shift to an eight-hour shift will provide at least 12 hours off.
- c) Shift change notices from an eight-hour shift to a 12-hour shift will provide at least 15 hours off.
- d) Shift change notices between eight-hour shifts will provide at least 15 hours off.

60.3 Shift Allowances (M&P, TMS)

a) Shift Premiums

- Shift work on Saturdays and Sundays: 50% of 95% of MP4 Step 9 rate per hour worked.
- Shift work on statutory holidays: 95% of MP4 Step 9 rate per hour worked.

The Statutory Holiday shift premium shall be paid on an actual hourly-as-worked basis.

b) Shift Differentials

- For work on an 8-hour afternoon shift (1600 - 2400 hours) - 75¢ per hour worked
- For work on an 8-hour night shift (0000 - 0800 hours) - \$1.00 per hour worked
- For work on a 12-hour night shift only - \$1.15 per hour worked.

60.4 Information Technology Organizations (M&P)

In information technology organizations where the shift allowance payable to an M&P Shift Supervisor does not amount to at least 112% of the shift-related payments received by the PWU-represented staff working the same shifts, an annual adjustment will be made to the shift allowance for the M&P Shift Supervisor.

Until Hydro One is able to solve the relativity problem in information technology organizations, M&P shift supervisors shall receive an annual adjustment which would result in a 12% differential between their shift allowance and the shift-related payments received by the PWU-represented staff working the same shifts. Where a 12% differential exists, no annual adjustment will be made.

Employees in information technology organizations who either start or leave an M&P shift position during the year will receive a monthly pro-rated allowance. One-half month's tenure is necessary for receipt of the allowance for that month.

60.5 Ten Hour Shifts

Hydro One may assign employees covered by this Article to 10 hour shifts, without a vote, with the exception of employees subject to the Letter of Understanding re "Hours of Work for Field Management and Professional (FM&P) Staff" dated July 2, 1996.

The following conditions shall apply:

a) Notice

Management will use reasonable efforts in revising the regular schedule so as to provide the following minimum hours off between shifts:

- i) Shift change notices between 10-hour shifts will provide at least 12 hours off.
- ii) Shift change notices between a 10-hour shift to a 12-hour shift or vice versa, will provide at least 12 hours off.
- iii) Shift changes notices from a 10-hour shift to an 8 hour shift or vice versa will provide at least 15 hours off.

b) Shift Differential

- First shift - 0600 - 1800 hours - no shift differential
- Second shift - 1400 - 0200 hours - \$0.75 differential per hour worked

c) Shift Premium

- Shift work on Saturdays and Sundays - 50% of 95% of MP Step 9 rate per hour worked.
- Shift work on statutory holidays - 95% of MP4 Step 9 rate per hour worked.
- The statutory holiday shift premium shall be paid on an actual hourly-as-worked basis.

d) Special Circumstances

Collective Agreement provisions for time off shall apply except as modified for the following Special Circumstances;

On 10-hour day/shifts the following items will be credited for pay purposes on an hour-for-hour basis:

- i) Vacation
 - ii) Floating Holidays
 - iii) Sick Leave
 - iv) Leave of Absence/Unpaid Time Off
 - v) Travel Time
 - vi) Medical and Dental Consultation - Periods of less than four hours shall not be deducted from sick leave credits.
- a) In the application of the above-noted items (i) (ii) and (iii), a “days” entitlement will mean eight hours, i.e. a 10-hour day/shift will constitute one day and two hours deducted from credits.
 - b) When an employee is scheduled to work a 10-hour day/shift and one of the under-noted conditions occurs, a “day” will be considered to be 10 hours.
 - i) Jury duty and attendance at court
 - ii) Funerals
 - iii) Moving Day
 - iv) Time Charges for Attendance at Delegates’ Council and meetings of the Society’s Board of Directors.

60.6 Periodic Shifts for Non-Shift Workers

- 1) Periodic shifts for non-shift employees shall be allowed to mirror shifts created under PWU "periodic shift" agreements in force at the time of settlement, when the Society employee(s) provides direct supervision or technical support (including inspection/testing) alongside such PWU-represented employees for:
 - a) field settings
 - b) laboratory settings.
- 2) In the circumstances described in paragraph 1, above, an employee shall be assigned to periodic shifts for a maximum of 60 working days per fiscal year in the aggregate, under applicable shift provisions of the Collective Agreement including normal shift differentials and premiums. Where the PWU supply non-shift workers, the Society shall not unreasonably withhold its consent to supply consistent supervision for the duration of the project.
- 3) This Article does not alter existing local agreements in force at the time of settlement, including agreements reached pursuant to Article 71, and modifications of the provisions of paragraphs 1 and 2 are negotiable as local agreements pursuant to Article 7.
- 4) The parties may review the application and operation of this Article prior to the end of the Collective Agreement.

61 SHIFT WORK (FM&P)

61.1 Intent

- Assignment of FM&P staff to shift will normally be on a voluntary basis. However, in the absence of any qualified volunteers, Hydro One reserves the right to appoint specific individuals to perform the work.
- An employee who has volunteered may opt out of a shift arrangement by giving one month's written notice, subject to the above.
- Except in an emergency situation, at least seven days' notice will be given with respect to shift change notices.
- Hydro One will propose shift arrangements and seek the Society's input on proposed shift arrangements.
- A minimum period for a shift is four days.
- Hydro One reserves the right to terminate specific shift arrangements by giving one month's written notice.

61.2 Definitions (See Article 60)

61.3 Shift Differentials

Scheduled hours worked in shifts commencing during the following hours shall have the following shift differential apply:

- a) two- or three-shift coverage of eight hours or less:

07:00 – 10:00	Zero differential
10:00 – 18:00	An amount equal to one-seventh of FM&P 12 reference point rate per hour worked
18:00 – 07:00	An amount equal to one-fifth of FM&P 12 reference point rate per hour worked

- b) two-shift coverage of greater than eight hours:

06:00 – 10:00	Zero differential
10:00 – 06:00	An amount equal to one-fifth of FM&P 12 reference point rate per hour worked

61.4 Shift Premiums

Scheduled hours worked on Saturday and Sunday will be paid at an amount equal to the employee's base rate plus half of FM&P 12 Step 9 rate per hour worked.

For scheduled work performed on a statutory holiday, the amount paid equals the employee's base rate plus one times FM&P 12 Step 9 rate per hour worked. An additional day off will be scheduled in lieu of the statutory holiday.

61.5 Overtime

Authorized overtime beyond the normal scheduled shift hours shall be compensated in accordance with the overtime provisions of this Agreement.

61.6 Time Balancing

A time bank will be established for each employee to record the total number of scheduled hours worked plus scheduled hours paid for vacation, sick leave, time off in lieu or other approved paid time off. The time bank will be reduced to zero after the duration of the shift schedule.

For positive time balances the employee may elect:

- i) payment at time and a half for 50% of the hours and double time for the remainder;
- or
- ii) time off at straight time.

Negative time balances existing at the end of the shift schedule, or caused by interruption or cancellation, will be written off.

Overtime hours are not counted in the time bank.

61.7 Special Circumstances

In the application of the under-noted items a reference under the appropriate provision to "days" entitlement will mean eight hours. For example, a 12-hour shift will constitute one and one-half days deducted from credits. Items (e) and (f) will be credited, for pay purposes, on an hour-for-hour basis.

- a) Vacation
- b) Floating Holidays
- c) Sick Leave
- d) Leave of Absence
- e) Travelling Time Outside Normal Working Hours
- f) Payment for Relief Work

When an employee is scheduled to work shift and one of the following items applies, a "day" will be considered to be one scheduled shift.

- a) Legal Hearings

- b) Funerals
- c) Moving Day

61.8 10 Hour Days/Shifts

On 10-hour days/shifts the following items will be credited for pay purposes on an hour-for-hour basis:

- a) Vacation
- b) Floating Holidays
- c) Sick Leave
- d) Leave of Absence/Unpaid Time Off
- e) Travel Time
- f) Medical and Dental Consultations – Periods of less than four hours shall not be deducted from sick leave credits.

In the application of (a), (b) and (c) above, a “day’s” entitlement will mean eight hours i.e., a 10-hour day/shift will constitute one day and two hours deducted from credits.

When an employee is scheduled to work a 10-hour day/shift and one of the following conditions occurs, a “day” will be considered 10 hours:

- Jury duty and attendance at court
- Funerals
- Moving Day
- Time Charges for Attendance at Delegates’ Council and Meetings of the Society Board of Directors.

On a 10-hour day/shift, basic Statutory Holiday and special time off provisions remain unchanged i.e., time off and pay entitlements will continue to be calculated on an eight-hour basis. Employees will be given the opportunity to recover two hours when a Statutory Holiday falls on a scheduled 10-hour day/shift and the employee is not given the opportunity to work. Such hours shall be worked at straight time and shall be scheduled by mutual agreement between the employee and his/her supervisor.

On a 10-hour day/shift, authorized overtime beyond 10 hours work on scheduled workdays and all hours worked on scheduled days off shall be compensated in accordance with Article 58.

62 COMPENSATION AND WORKING CONDITIONS - 12-HOUR SHIFT SCHEDULE

The following provisions apply to employees who work a 12-hour shift schedule.

62.1 General Provisions

- 62.1.1 The 12-hour shift schedule will average the regular scheduled hours per week for employees and will indicate the days and hours of work (shift) for each

employee. Payment will be determined in accordance with this Article and as outlined elsewhere in Article 60 ("Shift Work - M&P, TMS").

62.1.2 The implementation of 12-hour shift work will be on the understanding that its application will not result in any appreciable increase in cost to Hydro One.

62.1.3 Hydro One or the Society shall have the right to terminate 12-hour shift work. Written notice must be provided by the Department Manager to the Society President or vice versa.

- a) If the notice is two months prior to the end of the current schedule, 12-hour shift work will terminate at the end of the current schedule. Reason(s) for termination will be provided by the respective party.
- b) The 12-hour shift schedule may be cancelled immediately by Hydro One should any of the following be adversely affected: safe operation of plant; health of shift workers; public safety.

Shift work monitoring criteria may include employee health, employee safety, employee attitude, attrition, overtime availability, insufficient notice for shift change, operating error, productivity, shift turnover and cost.

- c) When employees at any Department have exercised the right to opt out of time-balanced 12-hour shift work, no new 12-hour shift work may be introduced for those employees without the mutual agreement of local management and the local Society representative.

62.1.4 All policies and agreements which normally apply to employees will continue to apply unless specifically stated otherwise in this Article.

62.2 Shift Differential

A shift differential of \$1.15 per hour worked will be paid to 12-hour shift employees for each night shift hour worked, in accordance with Article 60.3 ("Shift Work (M&P, TMS)").

62.3 Shift Premium

Hourly shift allowances shall be paid to M&P and TMS shift workers, for hours worked as follows:

Shift work on Saturdays and Sundays	50% of 95% of the MP4 Step 9 rate per hour worked.
Shift work on Statutory Holidays	95% of the MP4 Step 9 rate per hour worked.

The Statutory Holiday shift premium shall be paid on an actual hourly-as-worked basis.

62.4 Overtime

62.4.1 Authorized overtime beyond 12 hours of work on scheduled workdays Monday to Saturday inclusive and all hours worked on scheduled days off Monday to

Saturday inclusive shall be compensated in accordance with the overtime provisions of this Agreement.

62.4.2 Authorized overtime beyond 12 hours of work on scheduled workdays which are Sundays or Statutory Holidays and all hours worked on scheduled days off which are Sundays or Statutory Holidays shall be compensated in accordance with the overtime provisions of this Agreement.

62.5 On-Call

On-call service payments will not be applied to those employees on the Minimum Availability Requirement (MAR) list (see Section 62.8).

62.6 Special Conditions

62.6.1 The following items will be credited for pay purposes on an hour-for-hour basis:

- a) Vacation
- b) Floating Holidays
- c) Sick Leave
- d) Time Off Without Pay
- e) Travel Time
- f) Medical and Dental Consultations - Periods of less than four hours shall not be deducted from sick leave credits.

62.6.2 In the application of the above-noted items (a), (b) and (c), a reference under the current provisions of this Article to a "day's" entitlement will mean eight hours. Therefore a 12-hour shift will constitute one and one-half days deducted from credits.

62.6.3 When an employee is scheduled to work a 12-hour shift and one of the under-noted conditions occurs, a "day" will be considered to be 12 hours.

62.6.4 Jury duty and attendance at court.

62.6.5 Funerals.

62.6.6 Moving Day.

62.6.7 Time Charges for Attendance at Delegates' Council and meetings of the Society's Board of Directors.

62.7 The basic Statutory Holiday and special time off provisions remain unchanged in that time off and pay entitlements will continue to be calculated on an eight-hour basis.

62.8 Minimum Availability Requirement (MAR) List

- 62.8.1 In order that a sufficient number of shift employees are on duty to maintain and ensure a continuous operation at any Department utilizing 12-hour shifts, a MAR List will be prepared.
- 62.8.2 A sufficient number of employees, by job classification and qualifications, will be determined by Hydro One. Employees will volunteer their willingness to be called in to work in this situation, by placing their name on the MAR List under the day(s) they wish to be called. If there are no volunteers, Hydro One reserves the right to assign employees to the MAR List. Employees will not be placed on the MAR List who are scheduled to work on an adjoining shift.
- 62.8.3 An employee on the MAR List agrees to be available during the Required Availability Period (RAP), to report to work to cover short-term absence. The RAP is the period of time commencing two hours prior to each shift change and ending one hour after each shift change.
- 62.8.4 If an employee whose name is on the MAR List cannot be available for the specified day(s), the employee must arrange for a substitute acceptable to Hydro One, whose name then would be added to the MAR List.
- 62.8.5 Volunteering or being assigned to the MAR List for RAP periods does not entitle the person to any compensation, i.e., on-call pay, etc., nor does it guarantee that overtime will result.
- 62.8.6 In the event that an employee is called to work from the MAR List, he/she will be entitled to overtime premium rates (outlined in Section 62.4) for all hours worked.

62.9 Twelve-hour shift work may be introduced when the following conditions are met:

- 62.9.1 If local management determines that a 12-hour shift work arrangement is appropriate, a vote will be held in the affected work unit(s).
- 62.9.2 More than 50% of those eligible to vote in the work unit(s) must vote in favour of 12-hour shift work.
- 62.9.3 The vote will be determined by a secret ballot scrutinized by the appointees of Hydro One and the Society.

APPENDIX I**Master Schedule Guidelines**

- 1.0 All work groups must follow the same schedule.
- 2.0 An excessive number of 12-hour shifts cannot be worked in sequence. Three would be the maximum for nights; four would be the maximum for days.
- 3.0 At least 48 hours off will immediately follow each sequence of shifts. At least two regular days off will be schedule in each week.
- 4.0 Time balances should cycle between +36, with an additional +4 hours as an exception.
- 5.0 Other specific rules in the Article should also be noted.

Note:

1. Supernumerary shifts will be worked between the hours of 08:00 and 16:00. These shifts will be spread evenly throughout the year except for July and August. Supernumerary shifts will only be scheduled in July and August if required for outage schedules.
2. For hours actually worked by an individual the following implementation rules apply:
 - 2.1 Maximum of 3 night shifts in a row, except for MAR list needs.
 - 2.2 A minimum of 48 hours off per pay period, except for MAR list needs

63 SHIFT TURNOVER

- 63.1 A shift turnover allowance will be paid to employees who have been authorized to perform shift turnovers, based on the criteria in Sections 63.2 and 63.3 and in compliance with the chart below.
- 63.2 Only one person will be paid for each shift turnover, either the incoming or the outgoing shift, but not both.
- 63.3 Rights to overtime are waived in favour of the above allowance when performing normal shift turnovers. The exception to this is in cases where the turnover is 30 minutes or longer due to unusual circumstances. In such cases all time beyond normal working hours will be compensated according to the overtime provisions of this Agreement in place of the allowance.

- Payment Per Shift Turnover -

Salary Grade	
MP6	\$16.40
MP5	15.30
MP4	14.40
MP3	13.50
MP2	12.65
TMS 05	12.60
TMS 04	11.80
TMS 03	11.10
TMS 02	10.40
TMS 01	9.70

PART XIII- WORKING CONDITIONS

64 REDEPLOYMENT, SURPLUS STAFF PROCEDURE AND CHANGE OF EMPLOYER

64.1 Scope

This Article applies to the redeployment or transfer of employees within Hydro One and from Hydro One to a new employer to whom a portion of Hydro One's business is transferred.

This Article will apply to all employees except temporary employees, and takes precedence over other provisions of this Collective Agreement with regard to vacancies and job placements unless otherwise specified. Article 33 describes the entitlements for temporary employees. Employees on leave (e.g. LTD) or on foreign assignments will be neither advantaged nor disadvantaged upon return from the leave.

64.1.1 Preference for Regular Employees

Surplus regular employees will be retained in preference to temporary employees under the following conditions:

- within the same Unit of Application;
- where the regular employees are qualified to perform the work and are able to perform the job within a reasonable period of time given the length of the assignment;
- where the work is normally performed by Society-represented employees.

Therefore, when there are both regular and temporary employees within the same Unit of Application and a surplus arises, the surplus regular employees will be retained over the temporary employees, if the conditions above are satisfied.

In situations where there are surplus regular employees, they will be used in preference to temporary employees, if a temporary requirement arises and if the above conditions are satisfied.

64.1.2 Grievability/Arbitrability

Employees may use the grievance/arbitration procedure to appeal decisions of the joint teams referred to in this Article if they believe they have been treated unfairly. JRPT decisions and processes are grievable. It is expected that the parties will support their decisions and recommendations. This is not intended to prevent the parties from jointly agreeing to change their decisions and recommendations. The recommendations and decisions by other Joint Redeployment Planning Teams and other Joint Reasonable Offer Teams are without prejudice and cannot be used as precedents in grievance arbitration. Any agreements reached by the parties within the scope of Article 64 are neither grievable nor arbitral.

64.2 Preamble and Principles of Operation

It is intended that the parties will make their best efforts to interpret, apply and administer the provisions of this Article to reflect a balance among the principles set out below and throughout this Article.

The parties are committed to sustaining a work climate that supports a high level of employee commitment, performance and job satisfaction. The following principles reflect our underlying values and beliefs and provide the direction on which this Article is founded:

- 64.2.1 Career change should be expected and viewed positively.
- 64.2.2 Individuals are responsible for their own career decisions and should be involved in developing options affecting their careers.
- 64.2.3 Hydro One and The Society recognize the value of retaining, utilizing and enhancing the asset of employee skills and abilities.
- 64.2.4 Redeployment issues will be discussed openly and employees and their representatives should be involved in these discussions as early as possible.
- 64.2.5 Employees will be provided with access to opportunities for learning and development and will take a proactive role in their development to prepare for the future.
- 64.2.6 It is in the best interests of both our customers and our employees for Hydro One to be a viable and healthy business entity.
- 64.2.7 Redeployment policies must reflect a balance between the fundamental interests of Hydro One and its employees.
- 64.2.8 Employees will be treated fairly and with respect and dignity.
- 64.2.9 Hydro One and The Society recognize that there will be competing individual interests and will structure redeployment strategies which will minimize the occurrence of that competition and its negative impact.
- 64.2.10 A commitment to short and long range planning is critical for the effective and efficient utilization and deployment of employee skills.

64.3 Definitions

- 64.3.1 “ADVERSE IMPACT” shall mean that, as a result of a Hydro One business decision, an employee does not have an ongoing position for which he/she is qualified or for whom the only available ongoing position for which he/she is qualified represents a demotion and for which he/she has not voluntarily applied.
- 64.3.2 “ALLOCATION” shall mean the lateral placement of an employee into an ongoing position where the exercise of employee choice is not required on the basis of the rules set out in Subsection 64.7 and there is no adverse impact.

- 64.3.3 "BASIC PAYMENT IN LIEU OF NOTICE" shall mean 24 weeks.
- 64.3.4 "CHANGE OF EMPLOYER" shall mean any sale, lease, transfer or any other transaction between Hydro One and any other entity, by virtue of which the ownership or control over any part of the company's business or assets becomes held by such other entity and some or all of the Company's employees become employees of a new employer as part of the commercial transaction.
- 64.3.5 "CONSENSUS" shall mean an agreement on a given issue that all parties to the agreement can live with and publicly support.
- 64.3.6 "DECLARED SURPLUS" shall mean that the employee has insufficient seniority and/or qualifications to be matched to an ongoing position that is deemed to be a reasonable offer in his/her unit of application.
- 64.3.7 "INCUMBENCY" is a concept that will be used as a part of a redeployment process. An employee may be identified as an incumbent only if the position meets the following criteria:
- the majority of the core functions/key accountabilities are the same⁷;
 - unchanged location;
 - unchanged hours of work;
 - unchanged salary grade or where the salary grade increases as a result of the prospective addition of duties/accountabilities pursuant to Clause 66.3.1.c.
- 64.3.8 "LATERAL POSITION" shall mean a job paid from:
- a) the same salary schedule and is the same salary grade as the employee's current grade;
 - or
 - b) a different salary schedule in which the salary level is equivalent to the employee's current job measured by salary grade Reference Points (100%).
- 64.3.9 "LATERAL PLACEMENT" shall mean the placement of an employee into an ongoing lateral position or into an ongoing position that is upgraded pursuant to Clause 66.3.1.c.
- 64.3.10 "MAPPING" shall mean the lateral placement of an employee into an ongoing position where the exercise of employee choice is required on the basis of the rules set out in 64.7 and there is no adverse impact.
- 64.3.11 "ONGOING POSITION" shall mean an assignment other than a relief of rotational assignment. An employee's ongoing position determines his/her base jurisdiction for the purposes of employment continuity and other entitlements (see Article 5).
- 64.3.12 "PRIORITY CONSIDERATION" shall mean an obligation to select the most suitable candidate from amongst the qualified surplus applicants for advertised vacancies for whom the vacancy represents a lateral or lower-rated position. If there are no qualified surplus applicants Management is then obliged to select

⁷ The operational meaning as determined by the JRPT in adverse impact situations.

the most suitable candidate from amongst those surplus applicants who can become qualified in a reasonable period of time. "Priority consideration" is provided to surplus employees.

- 64.3.13 "PROMOTION" shall mean a position in which the demands and responsibilities are greater than in the employee's current job and the position is a minimum of one salary grade higher than the employee's current job if rated on the same salary schedule or the equivalent of one salary grade higher if rated on a different salary schedule.
- 64.3.14 "QUALIFIED" shall mean having the qualifications and experience required to perform the job within a reasonable period of time, normally not expected to exceed six months.
- 64.3.15 "REDEPLOYMENT" shall mean the staffing of new or changed organizations in accordance with the provisions of this Article.
- 64.3.16 "SENIORITY" shall mean all prior service with Ontario Hydro *and* Hydro One or other eligible seniority as per the transition provisions in Section 9.3 regardless of breaks in employment, employee category and/or bargaining unit/representational status. Regular employees who currently work reduced hours or have done so in the past, will have such service calculated as if it were full-time. In the event that a contractor is determined to be dependent, service shall be counted from the date of a declaration of dependent contractor application to the OLRB or the date of joint agreement between Hydro One and The Society regarding contractor status.
- 64.3.17 "SERVICE" for the purpose of calculating severance shall mean the employee's Established Commencement Date (ECD) and does not include any external experience credits. Employees who have received severance pay under this Article shall not be entitled to the service used to calculate previous severance pay in any future employment with Hydro One.
- 64.3.18 "SERVICE BASED PAYMENT IN LIEU OF NOTICE" shall be based on the surplus employee's Service Recognition Date (SRD) plus External Experience Value (EEV).
- 64.3.19 "SUBSIDIARY COMPANY" shall mean a Hydro One subsidiary or holding company.
- 64.3.20 "VACANCY TRANSITION PHASE" (VTP) shall mean a period not to exceed six weeks following the conclusion of a mix and match during which vacancies are unfrozen and surplus employees who elect to remain for this phase have the right to priority consideration for vacancies in accordance with Subsection 65.6.3.

64.4 Notification and Involvement of The Society

64.4.1 Principle of Prior Involvement

Prior to making final decisions on significant organizational or operational changes that have an adverse impact on the employment continuity of Society-represented employees, Hydro One will establish a team in a timely manner

which will include representatives appointed by The Society. The team will examine how the organizational or operational change will be implemented and will strive to develop mutually acceptable recommendations in a timely manner for the appropriate level of Management based on this examination.

64.4.2 Involvement

The Society will be involved in all decisions respecting how Society represented employees are treated with respect to this Article.

There are two levels of involvement in this Article. They are as follows:

a) Joint Consultation

Hydro One and The Society will discuss the issue and attempt to reach a jointly acceptable course of action.

Failing an agreement, Hydro One will make the final decision.

b) Joint Recommendation

Hydro One and The Society will attempt to reach consensus on an issue that will form the basis of a recommendation to senior management.

In the event a JRPT does not reach consensus on the appropriate Unit of Application, the default Unit of Application defined pursuant to Subsection 64.10.1 will be used. Other outstanding issues will be submitted by either party to a standing arbitrator.

64.5 Application

64.5.1 This Article applies to all situations where:

- There is a change of employer for employees; and/or
- The employment continuity of employees is adversely impacted; and/or
- Positions with incumbents are transferred within/between subsidiary companies, relocated or significantly changed (e.g., a change to job duties and/or skills/qualifications and/or rate as covered in the job document) but where no adverse impact results with the following exception: where positions with incumbents are transferred to a different organizational unit and/or line of business and there are no changes in: a) location (i.e. regular work headquarters); or b) job document and/or job ratings; or c) hours of work.

These impacts may arise due to organizational and operational changes that include technological changes, workload changes, business process re-engineering and other circumstances.

64.5.2 Where there is no adverse impact, the provisions of 64.7 shall apply.

64.5.3 Where there is adverse impact, the provisions of 64.8 to 64.15 inclusive shall apply.

- 64.5.4 Where there is a change of employer, the provisions of 64.6 shall apply.
- 64.5.5 Hydro One shall consult with the Society regarding the applicable redeployment process (i.e., whether to use the “adverse impact” or the “no adverse impact” track) prior to redeploying employees.
- 64.5.6 Exceptions to mandated “freezes” on filling vacancies in the “change of employer”(Subsection 64.6.6) and “mapping” (Clause 64.7.6.2) processes may be permitted where the parties mutually agree.

Change of Employer

64.6 Change of Employer

- 64.6.1 This Section shall apply where there is a change of employer for some or all employees.
- 64.6.2 Hydro One recognizes the importance of securing for employees opportunity for continuing employment with the new employer and will endeavour to secure such opportunity for employees with the new employer.
- 64.6.3 In addition to Article 11, at the earliest possible time prior to the transaction, Hydro One further agrees that it shall provide in writing to the Society all available information relating to the new employer that is relevant to employees to the extent that circumstances reasonably permit. The Society agrees that confidentiality will be maintained.
- 64.6.4 Until such time as staff positions and numbers to be transferred to the new employer are provided to the Society, employees may apply to vacancies in accordance with the Collective Agreement. All applications from employees (“affected employees”) in the affected businesses or assets for laterals and demotions will be processed and considered unless the move would seriously jeopardize the viability of the work unit.
- 64.6.5 Hydro One will provide the Society with a listing of the potentially affected employees, positions and numbers to be transferred to the new employer as soon as possible. This listing will specifically identify any employees who are from an acquired municipal electrical utility (MEU) and who have been provided

- 64.6.5 with a period of employment protection under the Hydro One Acquisitions Letter of Understanding (LOU#7).
- 64.6.6 Commencing on the date that Hydro One provides the information described in Subsection 64.6.5, displacements into and selections into or out of the affected businesses or assets shall cease.
- 64.6.7 Where the number of affected employees exceeds the new employer's needs or where there is adverse impact, the following shall apply:
 - 64.6.7.1 Article 64.8 shall apply to affected employees.
 - 64.6.7.2 Where there continues to be adverse impact, affected employees will be placed through an expedited mix and match process in accordance with Sections 64.9 to 64.10.3. Where there is no adverse impact, the provisions of Subsection 64.6.8 shall apply. Affected employees who are placed in positions with the new employer through the mix and match process will transfer to the new employer.
 - 64.6.7.3 Affected employees who are not placed pursuant to Clause 64.6.7.2 will be redeployed in Hydro One in accordance with the applicable provisions of this Article (i.e., either the "no adverse impact" or the "adverse impact" tracks).
 - 64.6.7.4 Where the number of affected employees does not exceed the needs of the new employer or where there is no adverse impact for these employees, affected employees will be redeployed into positions with the new employer in accordance with Section 64.7.
 - 64.6.7.5 Except for employees who terminate pursuant to Section 64.8, employees who refuse to accept a placement with the new employer in accordance with the applicable process (i.e., Subsection 64.7.5 for employees who are allocated, Clause 64.7.6.9 for employees who are mapped, and Sub-clause 64.10.3.v.9 for employees who are mixed and matched by a JRPT) shall be deemed to have voluntarily terminated Hydro One without severance.
 - 64.6.7.6 Where as a result of the transfer of employees to a new employer an adverse impact arises for employees remaining at Hydro One, the latter shall be redeployed in accordance with the "adverse impact" provisions of this Article.
 - 64.6.7.7 The Society agrees that no grievances under the Ontario Labour Relations Act or any other applicable legislation will be undertaken as a result of the implementation of this Section other than to enforce its terms.

No Adverse Impact

64.7 Allocation/Mapping

- 64.7.1 Where Hydro One redeploys employees and there is no adverse impact, employees shall be either allocated or mapped in accordance with the rules set out in this Subsection.
- 64.7.2 Hydro One shall consult with the Society prior to determining whether employees shall be allocated or mapped. Process decisions shall be communicated to the affected employees as soon as possible.
- 64.7.3 Employees shall be allocated where a whole work group/single classification is being transferred to a different organization and/or location and none of the conditions listed in Subsection 64.7.4 apply.
- 64.7.4 The conditions under which employees shall be mapped include any one of the following:
- A work unit or function is split within or between subsidiary companies; and/or
 - Relocations are required involving positions with the same classification with more than one regular work headquarters; and/or
 - Where there are a different number of incumbents than positions for which incumbency rights can be exercised; and/or
 - Multiple qualified candidates for a lateral placement.
- 64.7.5 Where employees are to be allocated, the following rules shall apply:
- All employees shall be allocated;
 - Employees shall “follow their work”;
 - The placement of employees shall be reasonable within the meaning of Subsection 64.11.3. Employees who refuse to accept their placement offer shall be deemed to have voluntarily terminated employment with Hydro One without severance.
- 64.7.6 Where employees are to be mapped, the following rules shall apply:
- 64.7.6.1 The redeployment of employees shall take no longer than four (4) weeks from the date when Hydro One finalizes its organization.
- 64.7.6.2 During the mapping period all vacancies within the affected Division shall be frozen except pursuant to Clauses 64.7.6.6 or 64.7.6.10. Division shall mean the Divisional Default Unit of Application as defined pursuant to Subsection 64.10.1.
- 64.7.6.3 All employees shall be mapped.
- 64.7.6.4 Wherever possible, employees shall “follow their work”.

- 64.7.6.5 Employees may be promoted in the mapping process pursuant to Clause 66.3.1.c or where there are essentially no lateral placement opportunities or where the employee has been previously demoted through the application of Article 64 and no displacement of another employee will result.
- 64.7.6.6 Positions that do not have an incumbent or for which there are no qualified candidates for lateral placement within the affected organization will be filled through the advertised vacancy process pursuant to Section 65.6. The posting period shall be one week. Selections to these positions will be made before finalizing mapping decisions.
- 64.7.6.7 Under any of the conditions listed in Subsection 64.7.4 or otherwise where it is determined that employees shall be given the opportunity to express their preferences, subject to unit viability, "senior choice, junior force" shall apply. Employees shall have five (5) working days to submit their preferences.
- 64.7.6.8 If an employee is not an incumbent or following his/her work, he/she may request in writing a review of where he/she has been "draft mapped". The Society and management will expeditiously jointly review this request and may make mapping amendments as necessary.
- 64.7.6.9 Placement offers shall be reasonable within the meaning of Subsection 64.11.3. Employees who refuse to accept a placement where he/she is the incumbent or where the assignment is reasonable may be deemed to have voluntarily terminated employment with Hydro One without severance.
- 64.7.6.10 Positions unfilled at the conclusion of the mapping process shall be advertised in accordance with Article 65.

Adverse Impact

64.8 Voluntary Surplus

In circumstances where Management is aware that job loss may occur, subject to work unit viability Hydro One will allow for voluntary termination by an employee in the affected work group. In such cases, employees who terminate their employment, will be entitled to 100% of their own basic and service-based payment in lieu of notice and severance entitlements, plus an additional week of severance for each completed year of service, to a maximum additional payment of 26 weeks' pay. The combined total of the employee severance entitlement, plus the additional week under this Section cannot exceed 78 weeks. The combined total of the payment in lieu of notice and severance entitlement cannot exceed 138 weeks. With the agreement of the Society, Hydro One may offer voluntary separation incentives such as focused pension incentives, retirement bridges etc.

Subject to any Canada Revenue Agency (CRA) rules and regulations, an employee may:

- Transfer a portion of any monies received into a RRSP; and/or

- Elect to receive his/her payment in one (1) lump sum or two (2) equal instalments over 2 consecutive calendar years. Where the employee elects two (2) instalments, Hydro One will make the 2nd payment within the first half of the 2nd year.

64.9 Set Up Joint Redeployment and Planning Team

Hydro One shall decide the organizational structure required to carry out approved work programs.

Hydro One and The Society will appoint an equal number of representatives to the Joint Redeployment and Planning Team (JRPT). This team will develop a redeployment plan which minimizes to the extent possible the effect on and number of employees to be declared surplus, consistent with the need to carry out Hydro One's work and will be responsible for overseeing its implementation. The team is also responsible for communications to affected staff. The Joint Redeployment and Planning Team will develop its recommendations/decisions by consensus using problem solving techniques.

Senior Management (e.g., Directors, General Managers) shall meet to discuss with the Joint Redeployment and Planning Team the number and type of positions that will no longer be required.

64.10 Joint Planning - Responsibilities of the JRPT

- a) The Joint Redeployment and Planning Team will prepare a report including decisions with respect to:
 - (i) The Unit of Application for identification of surplus staff;
 - (ii) The name of the standing arbitrator and outline of arbitration process;
 - (iii) The process and strategies used for redeploying staff within the Unit of Application;
 - (iv) The preparation of seniority lists and identification of surplus staff;
 - (v) Identification of separation incentives for the purpose of minimizing involuntary terminations.
 - (vi) The timetable of events, including specified deadlines, to ensure that the process is completed within the contractual timeframe.
- b) Respond to questions and grievances related to its process and decisions.
- c) Ensure that purchased services contracts are reviewed by Hydro One throughout the redeployment process.
- d) Appoint JROT members.

64.10.1 Unit of Application

64.10.1.1 Definitions

Unit of Application shall mean the organizational unit (e.g., Department, Division, Business Unit, Subsidiary or a cross Hydro One grouping) in which seniority and the identification of surplus staff shall be administered.

Business Unit shall mean the organizational unit under a subsidiary President/CEO.

Division shall mean an organizational unit under a direct report to a subsidiary President/CEO.

64.10.1.2 Size of the Unit of Application

In determining the size of the unit for purposes of identifying who is surplus, the parties will be governed by the following:

- The size of the unit will be sufficiently large to provide a fair means for identifying the surplus employee(s).
- The size of the unit will be sufficiently small to minimize the disruption to both the employee and the work to be done.

A joint recommendation will be made in determining the size of the unit of application.

64.10.1.3 Default Unit of Application

Should the parties not agree to the size of the unit of application for the identification of surplus, then the unit size will be the Business Unit with this exception:

Where fewer than 10% of Society-represented employees in a Business Unit, and fewer than 20% of The Society-represented employees in the Division are adversely affected, then the default Unit of Application will be the Division.

64.10.1.4 Unit of Application Beyond the Business Unit

A JRPT may jointly recommend to a Vice-President or General Manager (or equivalent) that the Unit of Application should be expanded beyond the Business Unit in a surplus situation. If the recommendation is approved, the recommendation will be jointly discussed with the Business Unit(s) into which expansion of the Unit of Application has been recommended. If no jointly agreeable solution is achieved at this stage, the recommendation may be brought by either party to the Society-Hydro One Issues Team ("Issues Team") for consideration and resolution. In appropriate circumstances (e.g., Corporate Functions, Multiple Business Unit JRPTs), matters may be directly referred to the Issues Team.

64.10.1.5 With respect to the Hydro One organization effective **April 1, 2016**, the default Units of Application shall be defined pursuant to the chart found at Appendix VII.

64.10.1.6 Where organizations have been split and adverse impact subsequently arises in any receiving unit with respect to the functions of these organizations, the default Unit of Application shall

consist of the functions from the old organizational unit and new organizational units if applicable.

- 64.10.1.7 Employees covered by the FM&P Letter of Understanding dated July 2, 1996 will have a Unit of Application that consists of Hydro One.
- 64.10.1.8 All employees will normally be assigned to one and only one unit of application.
- 64.10.1.9 Where Hydro One establishes organizational units which do not clearly fit the definitions contained in the unit of application default provisions, the matter of the appropriate unit of application will be reviewed by the Issues Team. The Issues Team will make a decision which ensures that surplus rights are fairly applied.
- 64.10.1.10 In the event of a change during the term of the Agreement that cannot be resolved by the parties, the following dispute resolution will be used:
- a) The parties shall exchange written briefs within 10 working days of reaching impasse on the matter.
 - b) A mutually agreed arbitrator shall decide the matter within 10 working days after the briefs have been exchanged. The arbitrator has all the powers under the applicable Labour Relations Act.
 - c) The arbitrator shall hear the matter in the most expeditious manner possible, and shall only hear oral evidence where he or she determines that it cannot be determined on the basis of the written briefs and oral submissions.
 - d) The arbitrator shall issue an award within 5 working days of the hearing, setting out the default unit of application.
 - e) The JRPT shall continue to function and develop other elements of its report pending determination of the default unit of application through this process, and the outcome of this process does not preclude the JRPT from achieving consensus on a unit of application notwithstanding the arbitrator's award.
 - f) This process does not prejudice or waive any grievance rights under this Article, but the arbitrator's award on the default unit of application cannot be grieved.

64.10.2 Process for Staff Changes - Mix and Match

The Joint Redeployment and Planning Team will develop the mix and match procedures to fill positions in the new organizational structure from employees within the Unit of Application. The intent is to sort employees within the Unit of Application among the jobs in the new organization on the basis of qualifications and seniority. In the event there are no qualified employees from the Unit of Application, the positions will be advertised in accordance with Article 65.

JRPTs are expected to keep accurate records of the reasons for deeming employees not qualified. Upon request, the employee will be provided with the written reasons for being deemed not qualified.

64.10.2.1 Mix and Match Rules

- 1) No promotions except as specified, i.e., only laterals or demotions are permitted in a mix and match process. (Note: Exceptions are described in 64.10.2.1 (11) and 64.10.4 and includes prospective reclassifications pursuant to Clause 66.3.1.c).
- 2) Applies within the affected Unit of Application except as specified at Rule 13.
- 3) The process must be open and participatory and involve individual employees in planning and an agreed-upon form of posting within the Unit of Application.
- 4) In the event there are more qualified candidates than positions available in the new organization, then the most senior of the qualified candidates will be selected to fill the positions.
- 5) If a job offer is found to be unreasonable by the Joint Reasonable Offer Team, then the JROT will re-examine the match. If no reasonable job is available, then the employee will be declared surplus with full entitlements.
- 6) Employees who accept a lower-rated position or who experience a reduction in hours of work as a direct result of Mix and Match will be entitled to the provisions of 64.12 "Compensation".
- 7) Pregnancy Leave and Paid Parental Leave
The employee should be treated as though he/she is at work.
- 8) Other Leaves/Absences
The employee will under normal circumstances participate in the Mix and Match process.
- 9) Out-of-Province Assignments
Refer to 6.4 "Employment Continuity during Temporary Out-of-Province Assignments".
- 10) Temporary Assignments/Rotations
Employees will exercise the redeployment rights applicable to their ongoing positions.

11) Employees Previously Demoted via Article 64

An employee previously demoted through the application of Article 64 is eligible for consideration at up to his/her previous higher level during a subsequent Mix and Match subject to the following:

- The subsequent Mix and Match (i.e., upon approval of the first report) must occur within two years of the date that the employee reported to the lower-rated position.
- Displacement of another employee at a level higher than their current level is not permitted.

12) Promotion-in-Place Programs (PIPs)

- a) Employees in a PIP will be retained in their PIP (should it continue to exist) based on seniority, subject to item (d) below.
- b) Employees in non-PIP positions or in other PIPs will be considered for PIP positions subject to the following:
 - i) for lateral or lower-rated levels of the PIP only;
 - ii) must be minimally qualified at the entry level of the PIP;
 - iii) able to achieve the terminal level of the PIP;
 - iv) placement is based on seniority.
- c) Employees in a PIP position will be considered for non-PIP positions for which they are qualified, subject to the following:
 - i) considered for lateral or lower-rated positions;
 - ii) placement is based on seniority.
- d) Hydro One may determine a minimum number of employees qualified at the terminal level of the PIP at an appropriate work unit level (e.g., Division, Department, Section).

13) Any employee may be matched to a vacancy for which he/she is qualified outside of the Unit of Application based on other Mix and Match rules provided that no displacement of another employee results.

64.10.2.2 Available Options if Employee Refuses a Job Offer

An employee who rejects an offer that is upheld by the Joint Reasonable Offer Team (refer to 64.11.3) as reasonable must, within 48 hours of being advised of the decision, choose between options (a) or (b) as follows:

- a) Accept job offer; or
- b) Confirm refusal and terminate with 75% of lump sum payments pursuant to Clause 64.13.2.2.

Exception: Employees who have been demoted as a result of the direct application of Article 64 and who, in a subsequent mix and match, face a demotion again due to the direct application of Article 64 will be allowed to choose between accepting the demotion or being declared surplus with full entitlements. They will not be required to submit to the JROT process.

64.10.2.3 Refusal of an Incumbent Position

Where an employee has been declared to be an incumbent to a position by the JRPT, he/she will not be entitled to file a challenge with the JROT in relation to the incumbent position. If the employee does not accept a match to his/her incumbent position, he/she may be deemed by Management to have voluntarily terminated his/her employment with Hydro One.

64.10.3 Sequence of Events

The following process shall apply in situations where an adverse impact arises:

- (i) Where the number of employees exceeds Hydro One's needs, Section 64.8 will apply.
- (ii) The filling of Society-represented vacancies pursuant to Subsection 65.6 shall be frozen across Hydro One during the mix and match period. These vacancies will be unfrozen when the mix and match is concluded and surplus employees (if any) are identified.
- (iii) The mix and match process will take no longer than 4 weeks. Prior to the beginning of the 4 week period, Management will provide the JRPT with the following information:
 - Details on the new organizational structure at a detail level that will indicate the classification, location, number of positions in the new organization;
 - A seniority list by pay grade and occupation code;
 - Identification in writing of the qualifications and selection criteria for positions without incumbents, for the affected work group.
- (iv) A standing arbitrator will be appointed at the beginning of each mix and match.

(v) The mix and match process will involve the following steps with viability check after each step:

1. Incumbent matching
2. Matching to lateral vacancies in the same location (Volunteer/Force)
3. Volunteering for location change and/or a demotion.

(Note: Steps 1, 2 and 3 require organizational charts only within the work group. Steps 1-3 only apply to the new/changed organization).

4. Matching to lateral vacancies in another location in Hydro One (Volunteer/Force).
5. Displacement on the basis of seniority and qualifications to the most junior lateral first in the Unit of Application
6. Matching to demotion vacancies descending within salary grades in Hydro One (Volunteer/Force)
7. Displacement on the basis of seniority and qualifications to the most junior demotion (descending within salary grades) in the Unit of Application.

(Note: Steps 4, 5, 6 & 7 do not require organizational charts).

8. If unable to be placed through any of above steps, the employee will be declared surplus.
9. Subject to subsections 64.11.3 and 64.10.2, employees who refuse a placement in the above process will be considered to have resigned from their employment.

64.10.4 Identification of Surplus Employees

The Joint Redeployment and Planning Team will compare the seniority of employees performing work that requires substantially the same qualifications and experience. In addition the team will compare the qualifications and experience of displaced employees with the qualifications and experience required by lateral or lower rated positions in the Unit of Application and retain the most senior at that level in descending order. Through this process the Joint Redeployment and Planning Team shall decide by consensus which employees within the Unit of Application have greater seniority and shall be retained to fill the ongoing positions and which employees have least seniority and shall be declared surplus subject to (a) and (b) below.

Seniority rights apply to lateral and lower rated positions but are not applicable to higher rated positions except for prospective reclassifications pursuant to Clause 66.3.1.c. The exception to this can occur where there are essentially no lateral or demotional positions with respect to which an employee can exercise his/her Employment Continuity rights and where the JRPT believes there are reasonable opportunities for promotion. The JRPT will identify the individual employee(s) or categories of employees facing these circumstances and the positions or categories of positions that represent promotional opportunities.

Employees who are not supervisors shall not exercise their seniority and displace supervisory employees with respect to supervisory positions unless they have supervisory qualifications. Employees who are not First Line

Managers (FLM) shall not exercise their seniority and displace FLM employees with respect to FLM positions unless they have FLM qualifications.

Employees in positions covered by Article 25 (“trainees”) will not normally have their seniority considered with employees from Salary Schedules 01 or 02. The Joint Redeployment and Planning Team may decide on exceptions when trainees have achieved at least Step 2 and have greater seniority than entry level employees on Salary Schedules 01 or 02 or where Article 25 is being used as a salary bridge for employees selected to Salary Schedules 01 or 02 positions.

For the purposes of Subsection 65.6.3 where the Joint Redeployment and Planning Team has agreed to make exceptions based on the above circumstances, such trainees will have priority consideration in the same manner as other Salary Schedule 01 or 02 surplus employees. Where the Joint Redeployment and Planning Team does not accept that the circumstances warrant exceptions, surplus trainees will have priority consideration for MP2 and equivalent or lower rated vacancies following consideration of the surplus regular employees from within the bargaining unit and before the applications of all other employees.

Employees from outside of the bargaining unit shall not displace Society-represented employees.

In the event that the team is unable to reach consensus on the identification of surplus employees, Hydro One will determine who is declared surplus in accordance with the provisions of Subsection 64.10.4.

a) Viability of the Work Unit

If the ability of the organizational unit to adequately perform its functions is placed in jeopardy by the application of seniority, the Joint Redeployment and Planning Team may decide to protect sufficient lesser service employees to restore the viability of the organizational unit. If the team is unable to reach consensus, then Senior Management (e.g., Directors, General Managers) will decide. In situations where junior staff are protected by the implementation of this Subsection, and where the Unit of Application is smaller than a Business Unit, greater service employees who cannot be placed as a result of such protection shall have the right to have their seniority applied across the Business Unit.

b) Employment Equity

If employment equity programs will be seriously set back, the Joint Redeployment and Planning Team may by consensus agree to protect sufficient lesser service employees in order to prevent such a set back from happening and extend the same provisions as set out in (a) above. This provision is not intended to further or enhance employment equity initiatives. Where the team has not reached consensus on the need to protect lesser service employees because of employment equity concerns, then the normal rules for identifying surplus employees on the basis of seniority will apply as outlined above in Subsection 64.10.4.

64.10.5 Declared Surplus

Employees declared surplus will receive written notice. The written notice shall contain:

- The cause of the surplus.
- A reference to this Article.
- The expected expiration date of the “vacancy transition phase”.
- The right to Hydro One wide priority consideration for vacancies in accordance with Subsection 65.6.3 if the employee elects to remain for the “vacancy transition phase” or elects to receive his/her severance payment in weekly instalments to a maximum of one year.
- An election form that the employee is required to fill out and return within three (3) working days indicating whether or not he/she wishes to remain for the “vacancy transition phase” or to terminate immediately.
- The total monetary value of the payment in lieu of notice and severance entitlements.
- The anticipated date the employee will vacate his/her position.

64.10.5.1 Voluntary Surplus

An employee from the affected unit of application who would not otherwise be surplus may volunteer to be declared surplus, subject to the following:

- a) The withdrawal of surplus status will be offered in seniority order to those surplus employees who are qualified to perform the duties and responsibilities of the position of the employee who is volunteering.
- b) The surplus employee will not be considered for a promotion, but may be considered for a promotion-in-place position.
- c) This must result in the withdrawal of surplus status from the surplus employee.
- d) The employee who is volunteering to be surplus will assume the surplus entitlements of the surplus employee who has his/her surplus status removed. A JRPT may recommend that different entitlements be made available to employees volunteering to be surplus.
- e) The exchange of employees arising out of the application of these provisions is subject to the approval of Hydro One. The decision to approve (or disapprove) will be on the basis of further disruption to the work of the affected work unit.

64.10.5.2 Vacancy Transition Phase (VTP)

Employees who are declared surplus have the option of remaining on payroll for the "vacancy transition phase", which will last for a maximum of six (6) weeks. During the VTP, vacancies frozen at the beginning of the mix and match will be unfrozen and management must finalize the selections for these vacancies by the end of this period. The posting period will be one week. Surplus employees who remain during the VTP will have priority consideration for vacancies in accordance with Subsection 65.6.3. Subject to Section 64.14, surplus employees who remain during the VTP who have not accepted an offer of a position by the end of the VTP will be terminated. Surplus employees terminated at the end of the VTP will have their entitlements calculated as of the date of surplus declaration (e.g., the period on payroll during the VTP will be deducted from the severance and in lieu of notice payment on termination).

Employees who elect not to remain on payroll during the VTP will be terminated immediately and receive payment in accordance with Section 64.13.

64.11 Job Offers

64.11.1 Acceptance/Rejection of Job Offers

A surplus employee will have up to 7 calendar days to accept or refuse an offer of a position.

64.11.2 Assessment of Suitability

If there is more than one applicant for a vacancy within The Society's jurisdiction, the applicants will be considered in the priority set out in Subsection 65.6.3.

Within each category the most suitable candidate will be selected.

64.11.3 Reasonable Offer Challenge Process

A Joint Reasonable Offer Team (JROT) will be established for each Unit of Application established under this Article.

This team will resolve employees' appeals arising from offers made during the mix and match process.

The team will meet and make a decision within three (3) working days of receipt of the appeal. The decision will become part of the JRPT final report recommendation.

It will take into consideration items such as job level, geographical location, responsibilities, status, health, family, legal precedents, community standards and past practices.

The team will be made up of two employees representing Hydro One and two employees representing The Society. The members of the team must be different than those on the Joint Redeployment and Planning Team. The team's membership composition should avoid conflict of interest.

The surplus employee is responsible for presenting his/her own case.

64.12 Compensation

64.12.1 Salary Maintenance

64.12.1.1. The surplus employee's base rate of pay will be maintained, including economic increases and special allowances in the case of TMS staff (refer to Article 30), until placement or termination.

64.12.1.2 If an employee accepts a position at the same salary level, it will be at the same salary and step placement subject to later performance reviews. Entitlement to special allowances for TMS staff will reflect the conditions of the new position.

64.12.1.3 If an employee accepts placement in a lower rated position his/her current base salary dollars will be frozen until the employee's current pay entitlement as determined from the salary grade and step placement exceeds the frozen level. This salary treatment must be conveyed in writing when the offer is made.

Exception:

An employee who is within three years of eligibility for an undiscounted pension will be entitled to any negotiated economic increases for the period of time prior to qualifying for the undiscounted pension. In the event that the employee does not retire upon qualifying for an undiscounted pension, his/her base salary dollars will be frozen at that time. (This would include any economic increases occurring during the period of time prior to qualifying for an undiscounted pension.) At this point, the normal salary maintenance provisions will apply.

64.12.1.4 Premiums will be calculated on the basis of the step placement assessed for the lateral or lower rated job.

64.12.2 Reduction in Hours of Work

(Applicable to Employees paid from Salary Schedules with base 35-hour workweek)

64.12.2.1 Principles

- Pay should reflect hours worked.
- Pay should reflect the job performed.

64.12.2.2 Where employees move to positions where the normal weekly hours are less than in their former positions, the following will apply:

- a) The Society and Hydro One will attempt to reach a local agreement on a transition which would allow the affected employees to work additional hours above the 35 hour base for an extended period of time with staged reductions.

64.12.2.3 Failing agreement in accordance with Clause 64.12.2.2, the following treatment will apply:

The employee's working hours and salary will be frozen for a six-month period at which point they will be reduced on a pro-rated basis by 2.5 hours. They will be further reduced by increments of 2.5 hours every six months thereafter until such time as the hours of work are the same as that of the new position.

64.13 Compensation on Surplus Termination

64.13.1 Payment in Lieu of Notice Entitlement Calculations

All full-time and reduced-hours employees who are declared surplus will have a payment in lieu of notice entitlement calculated as follows:

- no less than a 24 week basic payment in lieu of notice entitlement;
- plus
- service-based payment in lieu of notice entitlement equal to the sum of:
 - ◆ two (2) weeks per year of service for the first five years of service, and
 - ◆ one (1) week per year of service for service greater than five years, and
 - ◆ employees with relevant previous experience will receive additional service-based job search credits based upon their highest salary grade within one year of hiring in accordance with the following:

Salary Grade Hired Into	Credit
MP1/FMP11/TMS1-2/	2 weeks
MP2/FMP12/ /TMS3/	4 weeks
MP3/FMP13/ TMS4/	6 weeks
MP4/FMP14/ TMS5/	8 weeks
MP5/FMP15/OSS12/	10 weeks
MP6/FMP16/	12 weeks

- For reduced hours employees, the service-based payment in lieu of notice entitlement will be calculated as if all service had been worked full-time.

The total payment in lieu of notice entitlement will not exceed 60 weeks.

64.13.2 Severance, Lump-Sum Payments and Voluntary: Resignation

64.13.2.1 Severance

Severance pay for the purpose of this Article will be calculated, for employees with less than 20 years' service, at a rate of 2 weeks for each year of service at the date of surplus declaration. Employees with a minimum of 20 years of service shall receive severance pay of 3 weeks per year of service at the date of surplus declaration to a maximum of 78 weeks. It will be calculated at the weekly rate for base hours of work for the full-time position (refer to Section 71.2) to the nearest whole month (30 days). Credit will be given on a prorated basis for any service which exceeds a whole year to the nearest whole month (30 days). The relativity allowances paid to TMS staff will be treated as base salary in the calculation of severance for TMS staff.

Severance pay is paid only when employment has terminated.

Persons receiving severance pay will not be considered employees for the purpose of any benefit, service accumulation nor for any other purpose from the day of termination except for recall as per Section 64.15.

The maximum amount of severance is 78 weeks.

64.13.2.2 Lump Sum Payments and Voluntary Resignation

On termination, surplus employees will be entitled to their payment in lieu of notice and severance entitlements in the form of a lump sum payment in accordance with the following:

One hundred percent (100%) of their basic payment in lieu of notice entitlement, plus 100% of their service based payment in lieu of notice entitlement plus 100% of their severance pay entitlement, less any period on payroll during the vacancy transition phase if applicable.

64.13.2.3 Previous Severance and Lump Sum Payment

Surplus employees who have received a payment under a predecessor Article 64 or Agreement S3 will have their severance calculated on the basis of continuous service since the last time severance was paid.

64.13.2.4 Transitional Assistance

On termination, surplus employees shall also be eligible for the following:

- (i) Coverage under Hydro One's Health and Dental Plan for a period of nine (9) months from the date of termination of

- employment or until the commencement of alternate employment whichever occurs first;
- (ii) Reimbursement for tuition fees and other associated expenses up to a maximum of \$4,000.00 upon production of receipts from an approved educational program within 12 months of his/her termination;
 - (iii) Reimbursement of outplacement services up to a maximum value of two weeks' salary (e.g. Outplacement counselling, legal or financial counselling, external job search expenses), upon production of receipts.
 - (iv) Recall and vacancy selection priority rights pursuant to 64.15.

64.13.3 Legal Notice of Termination of Employment

It is agreed that compensation for basic payment in lieu of notice and the service-based payment in lieu of notice is sufficient and full notice as per the requirements of the relevant legislation. This Article meets the requirements of the *Canada Labour Code* for federally regulated employees.

64.14 Termination of Employment

If a surplus employee who elects to remain on payroll during the Vacancy Transition Phase is not placed by the end of this Phase he/she will be terminated with severance pay entitlement as per Sub-clause 64.12.2.2.1 "Severance".

Surplus employees on rotation may continue employment with Hydro One beyond the Vacancy Transition Phase at the discretion of the receiving unit (i.e., the unit with the rotational assignment). Normally the extension will be for the duration of the rotational assignment, but a cancellation provision (minimum of 30 calendar days) may be included as one of the terms of the rotational assignment at the discretion of the receiving unit. For the period of employment following the expiration of the Vacancy Transition Phase, employees will be considered per Clause 65.6.3 (f) for selections to corporate vacancies. The period of employment extension shall not be used for the calculation of any entitlement (e.g., severance and payment in lieu of notice) under this Article. In all other respects, the affected employees will be treated as regular employees under the Collective Agreement.

Throughout this Article, wherever surplus employees eligible to retire terminate their employment voluntarily or involuntarily, such employees will be entitled to full retirement benefits in addition to full entitlements under this Article.

64.15 Recall Rights

Employees whose employment is about to terminate are entitled to the following:

- a) A terminating surplus employee will be eligible for either:
 - a weekly paid severance payment with entitlements to recall within Hydro One;

or

- a lump sum severance payment with no right to recall.
- b) Terminated surplus employees with more than 3 years' service will be eligible for recall rights for 12 months from the date of their termination. Employees on Schedule 04 or who have less than 3 years' service will be eligible for recall rights for 24 months from the date of their termination.
- c) Former surplus employees with recall rights will be considered for vacancies in the bargaining unit as per Subsection 65.6.3, including their right to grieve non-selection (refer to Subsection 65.6.3).
- d) Weekly severance payments will cease in the event a terminated former surplus employee is rehired.
- e) Severance pay received prior to recall will be subtracted from any future severance pay entitlements under this Article.
- f) Persons on recall are not employees and shall not be entitled to any benefits provided to employees except recall rights as noted above.

64.16 Relocation and Housing Assistance

64.16.1 Hydro One will restructure the cost of relocation so it mitigates the disincentive in the redeployment of surplus staff.

64.16.2 A surplus employee in a community where Hydro One's presence influences the housing market may avail himself/herself of the House Evaluation and Guarantee Plan in accordance with the Hydro One policy.

65 VACANCIES (RELIEF, ROTATIONS AND SELECTIONS)

65.1 Intent

To provide open, fair access to career opportunities and enable Hydro One to optimize staffing requirements over time.

65.2 Definitions

"Relief/Rotations" assignments are short assignments where an individual is assigned duties outside their normal job duties.

"Relief" assignments will mean short term assignments (normally up to 3 months) where an individual is appointed to act temporarily in an ongoing position or which is expected to become an ongoing position. In some cases, the individual may not be required to perform all of the duties and responsibilities of the position.

"Rotations" will mean assignments normally greater than 3 months but not exceeding 2 years in duration (unless there is agreement between the applicable Society representative and the employer) in positions which are not expected to be ongoing.

65.3 Advance Planning

Prior to filling the work assignment, Management will meet with the local Society representative to discuss the nature of the requirement (e.g., relief, rotation) its expected duration, the selection process and whether there is an expectation that the work assignment will result in an on-going position.

65.4 Relief

65.4.1 Relief is used to cover (a) short-term absences for vacation, sickness, relief absences, etc., (b) short-term bridging periods for selection or rotation, and (c) short-term emergency situations.

65.4.2 The process for selecting the employee to fill the relief assignment should be easy and quick and provide a fair opportunity to employees in the work unit to perform relief.

65.4.3 If there is mutual agreement between the applicable Society representative and Management prior to the beginning of the relief assignment, the relief assignment and the incumbent(s) can run for a period of up to one year. In the absence of mutual agreement, the relief assignment is limited to 90 days.

65.4.4 Relief assignments will not be used continuously to avoid advertising either a rotation or an ongoing position.

65.4.5 Pay treatment while on relief will be in accordance with Article 66.

65.5 Rotations Within the Bargaining Unit

(This Article does not apply to rotations outside the unit.)

Rotations are used to accomplish work for situations that occur between short-term relief and on-going positions. At the completion of the rotation, the employee will return to his/her original position or a comparable position normally within the sending unit, except in the circumstances where the employee is surplus (see Article 64).

65.5.1 Principles

Job rotations serve many purposes such as:

- a) to provide development opportunities to employees consistent with their career objectives;
- b) to allow Management to meet temporary work programs and work load requirements;
- c) to manage work performance or to test skills and capabilities where it is believed that an employee's skills and capabilities may be better utilized in another position;
- d) to broaden the experience of employees so that they may better perform their regular jobs;

- e) to provide employees with the opportunity to develop new skills for career advancement or to enhance career options in the case of anticipated redeployment or technological change which could result in skill redundancy or obsolescence;
- f) to meet Hydro One's employment equity objectives;
- g) to provide Management with flexibility in resourcing regular positions as a result of employees being provided rotational opportunities and temporary relief assignments.

65.5.2 Rotations that will last longer than twelve (12) months in duration will be posted. The scope of the posting will be determined by the receiving unit and may be within the Department, Division/Business Unit or Hydro One-wide. Hydro One will post rotational opportunities on the Hydro One website. Rotations that are not posted will not exceed twelve (12) months in duration.

Unless there is mutual agreement, the rotation will not continue beyond two years except where the position is formally identified as an ongoing training position.

A job rotation posting should include basic information such as the position name and location, salary level, a description of required duties, starting date and proposed duration of the rotation.

65.5.3 The optimal selection process is one in which the employee's interest in the job rotation opportunity, the sending unit's ability to release the employee and the receiving unit's interest in the employee coincide. Rotations will be voluntary. All applications for rotations that represent a promotion must be processed unless it is determined that releasing the applicant would seriously jeopardize the viability of the work unit.

The selection process should include the use of formal selection criteria and interviews will be the responsibility of the receiving unit.

65.5.4 Employees selected for rotation will be provided with a letter in advance of the rotation stating the nature, terms and conditions of the assignment, including rotation duration and details of the performance appraisal process. These terms and conditions should be mutually acceptable.

65.5.5 An employee, other than those who are surplus, who accepts a job rotation will be given a guarantee by the sending unit that he/she can return to his/her original position, if available, or to a comparable position normally with the sending unit.

65.5.6 Terms and working conditions while on a job rotation will comply with all applicable Articles in the Collective Agreement concerning pay treatment, overtime, salary progression plan and appraisal process, moving expenses, travel expenses and related Hydro One policies.

65.5.7 Employees should not be restricted from applying to advertised vacancies or from being subsequently released from the rotational assignment if selected where the employee is surplus or the vacancy represents a promotion.

65.5.8 Performance feedback is an essential ingredient in any rotational assignment and should be provided during and upon completion of the rotation. A rotation should not normally have a negative effect on an employee's step progression.

65.6 Selections for Ongoing Positions (Other Than Relief or Rotations)

65.6.1 All vacancies for ongoing positions (i.e., assignments which do not fall into the category of relief or rotations) shall be advertised Hydro One-wide unless there is agreement with the applicable Society representative or the following conditions apply:

- a) during implementation of Article 64 (Redeployment, Surplus Staff Procedure and Change of Employer);
- b) laterals or demotions in the case of sickness; employees with disabilities or special needs; employees returning from rotations, LTD, leaves of absence, foreign assignments, secondments/assignments outside Hydro One;
- c) performance management that takes place following consultation with the Society;
- d) ongoing exceptions in specified organizational units where there has been joint agreement by the parties.
- e) "promotions" within a promotion-in-place plan or a proposal which has the joint agreement of the Issues Team in accordance with Subsection 32.3.1. Vacancies for positions in a promotion-in-place plan will be advertised in a manner which informs employees that the position is included in a promotion-in-place plan and that where the best candidate does not satisfy the qualifications or experience required for the end position the employee may be offered the position at a lower rate and be promoted in place.

Employees in categories (a) to (e) in subsection 65.6.3 will be considered at all levels of the PIP prior to those employees in categories (f) to (j) and subject to unit viability. Unit viability which would alter this consideration will be discussed in advance of advertising the PIP.

Exceptions to provide for the advertising of the position at a lower rate than the end position will be permitted by joint agreement between the Society representative and the Business Unit Leader based upon a balanced consideration of:

- future work planning needs
- providing developmental opportunities for lower-rated staff outside of the promotion-in-place plan
- current work requirements
- unit viability and the need to have sufficient number of staff in the end positions.

In such cases, the vacancy notice will state that the position is part of a PIP Plan and surplus employees will be considered for placement at a lateral level.

- f) a regular position currently held by an employee where a job review has resulted in a change in salary schedule and/or salary grade.
- g) to fill vacancies with the same occupation code within six (6) months of the ongoing posting, in which case Management may select from the previous list of candidates, after checking that surplus employees have not become available for consideration since the vacancy was last advertised;
- h) to meet legislative requirements;
- i) pursuant to Section 25.5.

65.6.2 All applications which represent a promotion must be processed.

When an application to an advertised vacancy represents a lateral or demotion to a non-surplus employee, the following will apply:

- a) Applications from employees with less than one year's service in their current position will be processed and considered if the employee's supervisor agrees.
- b) Applications from employees with one to three years' service in their current position will be processed and considered if, in the opinion of the current supervisor and the hiring supervisor, the move on balance would be in the best interest of Hydro One and the employee.
- c) Applications from employees with over three years' service in their current position will normally be processed and considered unless the move would seriously jeopardize the viability of the work unit.

65.6.3 Selection Priority for Vacancies

If there is more than one applicant for a vacancy within the Society's jurisdiction, the applicants will be considered in the priority set out below:

- a) Surplus Society-represented applicants who have elected to remain on payroll for the "vacancy transition phase" for whom the vacancy represents a lateral or demotion including surplus trainees applying for MP2 or equivalent or lower rated positions on Schedules 01 and 02 who have progressed to at least Step 5 and who were mixed and matched with Schedule 01 and 02 employees;
- b) Surplus employees in positions covered by Article 25 ("trainees") who were not mixed and matched with Schedule 01 and 02 employees and who have greater seniority than Surplus Applicants on Salary Schedules 01 and 02 and have elected to remain on payroll for the "vacancy transition phase" will have priority consideration for MP2 and equivalent or lower rated vacancies before the applications from all other individuals other than those in (a) above.

- c) Surplus Management Compensation Plan (MCP) applicants from positions that are excluded from the Society for whom the vacancy represents a lateral or demotion who remain on payroll during the six week period following their surplus declaration.
- d) Surplus terminated persons with recall rights pursuant to Section 64.15.
- e) Rehabilitative employees pursuant to Section 47.5.
- f) All regular Society-represented applicants to the vacancy. This includes applicants from another Society bargaining unit with selection priority pursuant to the transition provisions in Article 9.
- g) Regular MCP applicants.
- h) Temporary employees.
- i) Employees temporarily included in the Society's bargaining unit paying Society dues (See Section 5.2).
- j) Members of other bargaining units who are active employees of Hydro One.
- k) External to Hydro One.

Assessment of the suitability of a surplus employee for a lateral or lower level placement opportunity will include education, experience, personal contribution factors and potential for training to perform the job requirements within a reasonable period of time (e.g. up to six (6) months). A surplus employee who is placed and who requires additional training to perform the job requirements will be provided with assistance to obtain the necessary training and development to perform the new job requirements. Hydro One will restructure the cost of retraining so it mitigates the disincentive in the redeployment of surplus staff.

A determination that none of the applicants in category (a) is qualified or qualifiable within a reasonable period of time is required before considering the applicants from the next category. The same is true with respect to categories (b), (c), (d), (e), (f) (g), (h) and (i). "Qualifiable" means that the employee can perform the job requirements normally within 6 (six) months.

See subsection 65.6.1 for priority consideration of applicants to promotion in place plan vacancies.

Hydro One agrees to grant priority to Society represented employees who are surplus and to those who fall within subsection 65.6.3(e) who apply for positions excluded from all union jurisdictions and for whom the vacancy represents a lateral or demotion, after the consideration of surplus applicants who are excluded from all unions for whom the vacancy represents a lateral or demotion and prior to consideration of all other applicants.

- 65.6.4 In determining who is the best qualified candidate for positions, in each category of subsection 65.6.3, the primary basis for the selection of employees is their assessed capability to perform the necessary work. The selection criteria would normally include but not be limited to the following:
- a) requirements including skill, knowledge, education, experience, transferable/generic skills such as analytical skills, communications skills, project management skills, consulting skills, self-management skills, accountability, responsibility, etc.;
 - b) the candidate's past track record and what she/he brings to the position;
 - c) the candidate's potential to develop competence for more senior positions;
 - d) the need to meet legislative requirements;
 - e) the need to balance the overall requirements of the work unit.
- 65.6.5 Employee selection measures which are used as aids in selection decisions shall be job related and be used in a manner that is fair and equitable to the individuals being assessed. Individuals will be entitled to prior knowledge of the selection criteria and be entitled to information with respect to their performance in the selection process upon request.
- 65.6.6 Some flexibility should be exercised in accepting late applications to advertised vacancies after the closing date in order to permit employees a fair opportunity to continue employment yet still allowing the Business Unit to resource expeditiously.
- Where the closing date is FIRM, it must be stated clearly in the vacancy posting that late applications will not be considered.
- a) Surplus and non surplus employees are normally expected to have made application to a vacancy by the closing date.
 - b) It is recognized that in some instances, there will be applications filed after the official closing date. In these cases, unless the closing date is FIRM, late applications must be filed with the advertising location NOT later than the date that the "short list" of applicants is finalized for formal consideration.
 - The term "Short List" refers to the first list of applicants who Management plans to interview for a vacancy.
 - c) Employees who have applied for vacancies and are later declared surplus have until the "short list" date to notify the advertising location of the change in their status.
- 65.6.7 Applicants to advertised vacancies are to be advised of the status of the vacancy (and of their applications) within a reasonable period of time for each successive step they qualify for.

- 65.6.8 Hydro One shall provide copies of all offer letters, including for rotational assignments and new hires, to the applicable Society representative.
- 65.6.9 When outstanding vacancies remain unfilled for longer than six months, employees in the work unit concerned should be advised of the reason for not filling such vacancies.
- 65.6.10 All positions on salary schedules 01, 02, and 03 which are excluded under the Recognition Clause and Band 6 MCP vacancies including rotational opportunities expected to last longer than six months will be posted on appropriate bulletin boards (and through electronic means where possible).
- 65.6.11 Release of Employees Selected to a Vacancy

Intent:

- a) Hydro One will strive to facilitate the expeditious release of employees who are selected to a vacancy.

Normally, employees should be released within 90 days of the vacancy selection. In the event that a release date greater than 90 days appears likely, Management will discuss the reasons for the delay and a release date with the Society.

66 SALARY TREATMENT FOR PROMOTIONS, TEMPORARY ASSIGNMENTS, LATERAL TRANSFERS AND DEMOTIONS

66.1 Definitions

"Promotion": This occurs when an employee is appointed to a position in which the demands and responsibilities are greater than in the employee's current job and the position is a minimum of one salary grade higher than the employee's current job if rated on the same salary schedule or the equivalent of one salary grade higher if rated on a different salary schedule.

"Higher-Rated" Job:

A job paid from:

- a) the same salary schedule and is a minimum of one salary grade higher than the employee's current job; or
- b) a different salary schedule in which the salary level is greater than in the employee's current job, measured by Step 9 salary grade rates.

"Lateral Transfer":

This occurs when an employee is appointed to a job paid from:

- a) the same salary schedule and is the same salary grade as the employee's current job; or

- b) a different salary schedule in which the salary level is equivalent to the employee's current job, measured by Step 9 salary grade rates.

"Demotion":

This occurs when an employee is appointed to a position in which the demands and responsibilities are less than in the employee's current job and the job is a minimum of one salary grade lower than the employee's current job if rated on the same salary schedule or the equivalent of one salary grade lower if rated on a different salary schedule.

66.2 Promotion

- 66.2.1 It is normally expected that an employee will receive a salary increase upon promotion to compensate for the greater demands and responsibilities of the new, or revised, job.
- 66.2.2 A promoted employee will be placed at the step which reflects a reasonable expectation of his/her performance in the new or revised job.
- 66.2.3 It is normally expected that employees who are "green-circled" as a result of the implementation of the new salary progression plan and whose "green-circled" rate is above Step 9 of the rate of the new job will receive a salary increase, to a maximum of 3%, upon promotion.

66.3 Reclassification as a Result of a Job Re-evaluation

66.3.1 Reclassification may occur under several circumstances:

- a) when the salary grade for a job increases with no change in the employee's actual job duties/responsibilities;
- b) when the employee has been and will continue to perform additional job duties/responsibilities;
- c) when additional job duties/responsibilities are to be added to the job.

Reclassification as a result of (a) or (b) above will result in the employee being placed in the same step in the higher salary grade.

Reclassification as a result of (c) above will be considered as a promotion. However, at the next performance appraisal the employee will be eligible to be placed in the same step as before the reclassification.

In circumstances (a), (b) or (c), it is normally expected that employees who are "green-circled" as a result of the implementation of the new salary progression plan and whose "green-circled" rate is above Step 9 of the rate of the reclassified job will receive a salary increase, to a maximum of 3%, upon reclassification.

- 66.3.2 Short-term increases in the employee's actual job duties/responsibilities do not require reclassification but may be subject to the relief provisions of this collective agreement.

66.3.3 Retroactive payments, if any, that result from reclassification either because of a Management or employee-initiated job review will be limited to a maximum of one year prior to the date of the job review request. The employee must have performed the relevant duties and responsibilities which resulted in the reclassification during this period in order to qualify for retroactivity.

66.3.4 Retroactivity which results from a reclassification decision will be paid within 60 calendar days of the decisions (i.e., if no dispute, date of Management decision to implement; if dispute goes to grievance, date of Step 2 decision or date of arbitration award).

66.4 Relief Pay

An employee will receive a salary increase after five (5) consecutive days when temporarily relieving in a higher-rated position or after 10 cumulative working days. Where such increases occur, they will be paid retroactive to the first day of relief. The amount of increase should reflect the increase in job demands and responsibilities. Employees who are "green-circled" as a result of the implementation of the new salary progression plan and whose "green-circled" rate is above Step 9 of the rate of the relief position will receive a salary increase, upon meeting the conditions outlined above, to a maximum of 3%.

66.5 Lateral Transfer

Normally, an employee who is appointed to a lateral position should receive no increase in current pay.

66.6 Demotions

For voluntary demotions, the employee will take the rate of the lower-rated position except as follows:

- Where employee involuntarily demoted pursuant to Article 64, "red-circling" (i.e. the freezing of the employee's base salary dollars) will continue until employee's new pay rate exceeds the frozen level, regardless of the number of appointments.

67 PURCHASED SERVICES

No employee will be laid off as a direct result of contracting out.

68 HOURS OF WORK

68.1 Salary schedule 01 applies to all employees with a 35 hour base work week and to all employees in jobs rated under the Plan A Job Evaluation Manual, with regularly scheduled hours between 35 and 40 hours per week paid on a prorated basis.

68.2 Salary schedule 02 applies to all employees with a 37.5 base work week, with regularly scheduled hours between 37.5 and 40 hours per week paid on a prorated basis.

68.3 Salary schedule 03 applies to all employees with a 40 hour base work week in jobs rated under the TMS Job Evaluation Manual or to which LOU #5 applies.

68.4 Reduction of Hours of Work

Where Management reduces the standard hours of work for a position, the following will apply:

- a) The Society and Hydro One will attempt to reach a local agreement in advance of the change on a transition which would allow the affected employees to work additional hours above the 35 hour base for an extended period of time with staged reductions.
- b) Failing agreement in accordance with (a), the following treatment will apply:
 - i) Where an employee is within 3 years of eligibility for an undiscounted pension, the employee's normal hours of work will not be reduced for 3 years, or until such time the employee is eligible for an undiscounted pension if earlier, and the employee will continue to receive economic pay adjustments. If the employee does not retire upon qualifying for an undiscounted pension, then their hours of work and base rate will be immediately reduced to the hours and rate of the position.
 - ii) For other employees than those in category (i), the employee's working hours and salary will be frozen for a six month period at which point they will be reduced on a pro-rated basis by 2.5 hours. They will be further reduced by increments of 2.5 hours every six months thereafter until such time as the hours of work are the same as that of the new position.

68.5 Hydro One will comply with legislative requirements regarding hours of work.

69 REDUCED BASE HOURS (40 HOUR WORKERS)

The base hours of work for employees whose regularly scheduled hours of work are 40 hours is 39 hours per week.

These employees will continue to work 40 hours per week, banking one hour per week at straight time.

- a) The normal scheduled and paid hours of work will remain at 40 per week.
- b) Overtime rates will be paid for all hours in excess of normal scheduled hours.
- c) Banked time may be taken on such days as the employee and his/her supervisor mutually agree upon following reasonable advance notice on the part of the employee.
- d) Banked time may be taken off in a minimum of half day (i.e. four hour) increments.
- e) Banked time accumulated in a calendar year must be taken by April 30th of the following year.
- f) Where an employee is unable to reach mutual agreement with his/her supervisor to take his/her banked time entitlement (except when exhausting sick leave prior to LTD),

unused banked time entitlement will be assigned on the last working day(s) prior to April 30th.

- g) Where an employee falls sick on his/her scheduled banked time off, that day will not be charged against his/her sick leave credits, but shall be treated as banked time off for pay purposes.
- h) Banked time will not accumulate for any period of unpaid leave exceeding 40 consecutive scheduled hours. Scheduled days off will not be considered as breaking the consecutive nature of scheduled hours. Banked time will accumulate during a paid leave of absence and parental leave.
- i) When an employee terminates or when an employee is appointed to a job where the normal hours of work are less than 40 hours per week, unused banked time will be paid off at straight time rates.

70 ALTERNATE HOURS OF WORK ARRANGEMENTS

70.1 Principles

- 70.1.1 That any alternative arrangements will positively affect our customers. That cost, quality, service and value are key to our success.
- 70.1.2 That work is best achieved when individuals manage their own time and accept the accountability and the responsibility for the results.
- 70.1.3 That processes for negotiating and establishing hours of work arrangements will be uniform across Hydro One, and accessible to all. The processes will be designed to ensure equitable treatment. However the results of applying the processes may differ from location to location and unit to unit.
- 70.1.4 That decisions should be made at the most appropriate level that is closest to the work being done.
- 70.1.5 That individual concerns will be factored into group proposals and wherever possible, participation in changed hours of work will be on a voluntary basis.

70.2 Application

The procedure described in this Article applies to all forms of alternate hours of work arrangements.

70.3 Definitions

"STANDARD HOURS OF WORK" are to be worked to provide coverage for the business hours. For people assigned to day work, a start time window is established to allow a flexible start-time between 7:00 a.m. and 9:00 a.m. and standard hours will not end after 6:00 pm. They are:

- for 35 hour/week staff - Monday through Friday, 7 hours per day and
- for 37.5 hour/week staff - Monday through Thursday, 8 hours/day and 5.5 hours on Friday and

- for 40 hour/week staff - 8 hours per day, Monday through Friday.

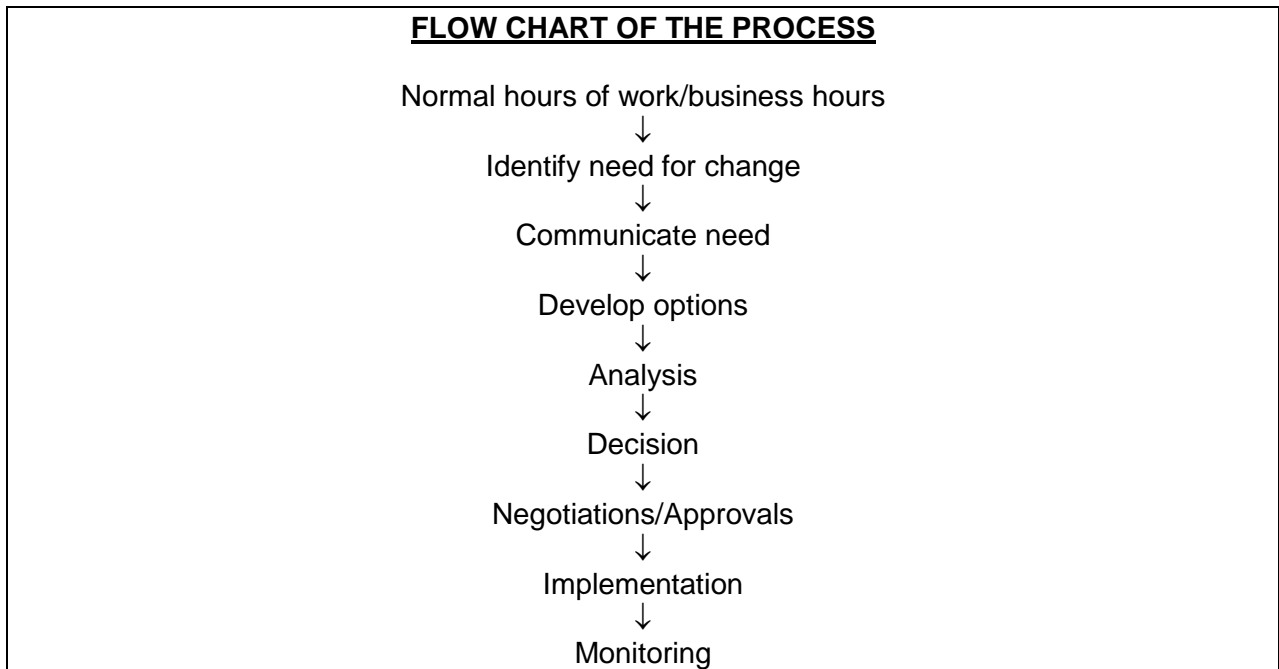
In the absence of any other agreed upon arrangements these are the hours which will be worked.

In situations where there is need for 24 hour and/or 7 day/week coverage the hours of work will be a matter of local arrangement.

"NORMAL HOURS OF WORK" are either the standard hours of work or another arrangement as agreed upon using this process.

"STANDARD BUSINESS HOURS" are determined by the needs of the business and the customers.

"NORMAL BUSINESS HOURS" are either the standard business hours or another arrangement as agreed upon using this process. The normal business hours are just a variation on the standard business hours. They would normally arise from a change in customer needs.



70.4 Overtime

Hours worked in excess of the normal hours of work will be considered to be overtime except where there has been agreement between the supervisor and the employee for the employee to work in excess of normal hours to make up time.

The pay treatment for Saturday and Sunday will form part of the Agreement which establishes the normal hours of work.

70.5 Process

70.5.1 Identify Need for Change

Identification of the desire for change can come from Management, an individual or a group. A request to change business hours would normally come from Management whereas a request to change working hours would normally come from an individual or group. Where a change to the hours of work for a group is being considered, the Society will be informed and involved in the discussions.

70.5.2 Communicate Need for Change

A request for a change should be communicated to the other party in order that deliberations can begin. Requests will be actively considered by the other party within a reasonable period of time. The process will be joint (Society and Management) and will use a collaborative approach in which the needs and interests of the parties are discussed in an open and honest manner and decisions are made by consensus.

70.5.3 Develop Options

A list of options will be jointly developed and agreed upon. As a minimum, the following criteria will be considered when analyzing the options:

- customer needs
- business needs
- maximum/minimum number of hours that can be worked daily
- overtime/premium provisions
- employee needs
- health and safety considerations
- legal and contractual considerations

70.5.4 Analysis

All options should be analyzed using appropriate tools and measures. The analysis should include a discussion of the options considered, their relative merits and the rationale for the recommendation.

70.5.5 Decision

All decisions will be reached by consensus. If consensus is not achieved then the existing "normal" hours remain in effect.

Consensus means everyone can live with and publicly support the outcome.

70.5.6 Negotiations/Approvals

Negotiations and/or approvals should occur at the appropriate level closest to the situation. The line Director will determine the appropriate level of Management approval and in all cases the Management approval must be outside of the bargaining unit. If necessary, mid-term agreements will be

established between Management and the Society to document normal hours of work or normal business hours.

All parties to negotiations under Article 70 should negotiate with the support of principals who will ultimately approve negotiated conditions.

70.5.7 Implementation

Implementation will be on a trial basis initially for an agreed upon length of time and with appropriate cancellation provisions. Criteria for success/failure must be established.

70.5.8 Monitor

The trial will be monitored and evaluated against the criteria. The accountable manager is responsible for monitoring the arrangement.

Following a successful trial period the hours (business hours of work) used in the trial period will become the new normal hours.

Monitoring of key indicators will continue to ensure that the arrangement remains viable.

In the event that the viability ceases to be realized, as determined by either party, the hours of work will revert to the previous "normal" hours unless the parties can jointly find another mutually acceptable alternative. When either party is making a determination about viability it must consider the previously established criteria for success/failure.

71 REDUCED HOURS OF WORK (RHOW) ARRANGEMENTS

71.1 Principles

71.1.1 Employees working RHOW are regular employees and have equal access to all Hydro One policies and agreements (e.g. employment continuity).

71.1.2 The RHOW arrangement must be mutually beneficial and acceptable to both the employee(s) and to Hydro One.

71.1.3 The benefit entitlement will be prorated, wherever possible and appropriate.

71.2 Definitions

A "REDUCED HOURS OF WORK (RHOW) AGREEMENT" is a formal arrangement which individual employees can enter into with Management to perform work over a period of time by working less than the base hours for a full-time position. A RHOW agreement could apply to one individual or two or more in a job sharing arrangement.

"WORK UNIT" is an organizational grouping of employees and may be as small as a crew or as large as a Business Unit.

"BASE HOURS" are used to establish the rate for a full-time position; such as 35, 37.5, or 40 hours per week.

"NORMAL (SCHEDULED REDUCED) HOURS" are the agreed upon reduced hours of work, which are less than the base hours, and form the basis for prorating benefits.

71.3 Guidelines

In determining if a RHOW arrangement is acceptable, the following factors will be considered:

Productivity levels will be maintained or improved. There should be identification of how this change will potentially affect the productivity of the work unit (including assumptions and rationale used to assess the impact), and identification of the proposed method for follow-up and measurement of productivity impact(s) resulting from the change.

The need to maintain staff capability on an ongoing basis is to be taken into account. Identification of the staff capabilities required by the work unit to maintain effective operations, and how the reduced hours of work arrangement will accommodate or improve this capability should occur.

The appropriate level of service to both external customers and internal customers/clients should be provided. There should be identification of the customers/clients of the work unit and the service provided by the work unit to these customers/clients, and anticipation of the impact of the reduced hours of work arrangement on the service provided.

Effective workflow among work units will be maintained. Other work units impacted by the change, and the anticipated impact of the reduced hours of work arrangement on the workflow among the work units should be identified.

Requirements for supervision must be taken into account. Potential issues relating to supervision (e.g., span of hours), and how the work unit plans to deal with these issues should be determined.

The change to reduced hours should be agreeable to both Management and the employee(s) involved. A written Reduced Hours of Work Agreement must be signed to confirm that this matter has been agreed upon by the parties involved.

71.4 General Conditions - Reduced Hours Arrangements

71.4.1 Advertised Vacancies, Salary Progression, and Employment Continuity

Employees who are on Reduced Hours are regular employees and will be treated accordingly. Therefore, they will be: (a) eligible to apply and be considered for advertised vacancies; (b) given annual performance reviews; (c) where applicable, participate in the step progression process; and (d) have access to the Article 64.

71.4.2 Established Commencement Date (ECD)

ECD will be manually adjusted at the beginning of each year, to reflect the normal (scheduled reduced) hours worked in the previous year while on Reduced Hours, or at such intervals as may be necessary, to reflect the equivalent full years worked. ECD will not be adjusted for sick leave purposes.

71.4.3 Vacation Credit Date (VCD)

The VCD will not be adjusted. It will reflect calendar years. This date affects vacation bonus entitlement for all eligible staff and includes all Hydro service regardless of breaks. It may be different from the ECD.

71.4.4 Service Recognition Date (SRD)

For recognition of 5, 15, 25, and 40 years of service with Hydro One and consistent with the provisions of Section 9.4, the SRD will not be adjusted.

71.4.5 Wages

Reduced hours employees will be paid for normal (scheduled reduced) hours worked, based on the hourly rate for their base hours. Wages will be prorated based on the proportion of the normal (scheduled reduced) hours of work compared to the base hours of the work unit or the appropriate full time position.

Example: Base Hours = 35 per week.

Base Salary = \$700.00 per week.

Normal (Scheduled Reduced) Hours = 21 per week.

Normal (Scheduled Reduced) Hours Salary = $\$700.00 \times 21/35 = \420.00 per week

71.4.6 Pension Plan

71.4.6.1 Pension Plan Membership

New employees working reduced hours must apply for membership in the Pension Plan after completing 24 months of continuous service, subject to the following conditions:

- accumulated earnings, including overtime, must equal 35% of the Year's Maximum Pensionable Earnings (YMPE),
and/or
- all accumulated hours, including overtime, must equal 700 (scheduled reduced) hours in each of the two previous calendar years.

71.4.6.2 Pension Plan Deductions

Once qualified as above, Pension Plan deductions for Regular Reduced Hours employees will be based on base earnings for the position and then pro-rated in proportion to the ratio of normal (scheduled reduced) hours to base hours.

Example: Base rate (earnings)	\$45,000
Base hours	35
Normal hours	20
YMPE for year	\$32,000

Calculate 4% of the base earnings up to the first \$32,000 ($4/100 \times \$32,000 = \$1,280$)

Calculate 6% of the portion of base earnings exceeding the first \$32,000 (\$45,000 - \$32,000 = \$12,800) ($6/100 \times \$12,800 = \768)

Calculate proportional Pension Plan contributions ($\$1,280 + \$768 = \$2,048$) ($20/35 \times \$2,048 = \$1,170.29$).

Calendar service will be used to determine eligibility for retirement and death benefits (currently defined for pension purposes as Eligible Service or Continuous Employment).

Service credit to define the years of Pension Plan membership (years of membership in the Pension Plan) for pension calculation purposes (currently defined by the Effective Date on Pension and Insurance) is prorated. See pension calculation example below.

The Service Credit starts from the date of joining the Pension Plan.

Service for termination benefits, currently defined by the Pension Termination Service Date (PTSD), is to be credited on a calendar basis starting with the date of hire. Service related to the PTSD is not prorated.

71.4.6.3 Pension Calculation

The following is an example of how the pension of an employee in a Reduced Hours of Work arrangement would be calculated. Assume an employee has the following years of employment: 20 years full-time, followed by 5 years of 50% part-time, and then 10 years full-time.

For pension eligibility purposes the employee has 35 years' service, i.e. $20 + 5 + 10$ to calculate the amount of pension to be received the part-time years are pro-rated.

$20 + 5/2 + 10 = 32.5$ years pensionable service
 $30 + 5/2 \times 2\% = 65\%$ pension.

If the reduced hours years were the last five years, i.e. 30 years full-time + 5 last years at 50% part-time, the part-time earnings would be annualized as follows, assuming the part-time earnings are \$25,000 or 50% of the yearly rate of \$50,000 for the last three years of employment.

The calculation is as follows:

$(30 + 5/2) \times 2\% = 65\%$ pension
 annualized pension is $\$50,000 \times 65\% = \$32,500/\text{year}$.

71.4.7 Life Insurance

Probationary employees after 3 months service and all regular employees are covered under the Group Life Insurance Plan. Membership in the plan begins on the first day of the month following the date the employee completes 3 months of probationary service or is granted regular status. The basic insurance (2 times salary) plus any additional term insurance will be prorated in accordance with the prorating of wages above.

71.4.8 Health and Dental Benefits

Employees will have the option of receiving full benefit coverage for semi-private hospital, extended health benefits, and/or dental benefits, by using payroll deduction to reimburse Hydro One the cost consistent with the appropriate pro-ration. For example:

If an employee works 21 hours per week, he/she would be subsidized for 21/35 or 60% of the costs and he/she would pay the remaining 40%. If an employee chooses not to pay the remaining prorated percentage, there will be no coverage.

71.4.9 Sick Leave

Restoration of sick leave credits for days used will be in accordance with the Sick Leave Plan provisions.

Sick leave should accumulate at the regular times (January 1 or July 1). While ECD is adjusted for other purposes, sick leave accumulation and restoration dates should remain unchanged.

Annual sick leave credits will be prorated, based on normal hours worked.

Example

100% Entitlement Accumulation

- Employee works 21 hours per week $21/35 \times 8 \text{ days} = 4.8 \text{ days}$, rounded to 5 days.

75% Entitlement Accumulation

- Employee works 21 hours per week $21/35 \times 15 = 9 \text{ days}$.

Rounding should be to the nearest half day. Time Reporting for vacation, sickness, accident and overtime, etc. will be the same as for any other regular employee.

71.4.10 Long Term Disability (LTD)

Long term disability (LTD) coverage is only available to regular employees.

71.4.11 Accident Insurance

Employees are eligible for 100% benefit.

71.4.12 Statutory Holidays

Both the entitlement to statutory holidays and the payment for the statutory holidays will be prorated. The following table illustrates the entitlement:

Days Worked Per Week	Number of Days Entitled to per Year
1	2
2	4
3	8

4	8 (9 for Federally-Regulated Employees)
5	10

The pay on a statutory holiday will be equal to the pay for the average daily hours of the RHOW employee. For example:

An employee works 4 days per week @ 5 hrs per day. In accordance with the entitlement table above the employee is entitled to 8 statutory holidays per year. Payment for each statutory holiday will be for 5 hours since that is the average of the 4 days per week the employee works.

71.4.13 Floating Holidays

These will be prorated in the same manner as statutory holidays, i.e. both the entitlement and the payment on the days will be prorated. For example, an employee who works 3 days per week and 7 hours on each day worked will receive:

$$3/5 \times 3 \text{ days} = 1.8 \text{ rounded to nearest half day} = 2 \text{ days}$$

The payment for each day will be for at 7 hours since that is the average hours per day the employee works.

71.4.14 Vacation

- A. Less than 1 year - 4% of accumulated wages.
- B. For one year, or more:

Vacation entitlement will be based on calendar years (i.e. VCD). The entitlement in any given year will be prorated based on the average number of days worked per week and the actual payment for those days will be based on the average number of hours worked per day.

Example - (a)

A regular full-time employee who commences RHOW on January 1 and who otherwise would be entitled to 20 days' vacation, contracts to work 3 days per week at 7 hours per day (21 hours per week), for the full vacation year, while the remainder of the work unit works 35. The vacation entitlement will then be:

$$20 \times 3/5 = 12 \text{ scheduled days off.}$$

The payment on each of the 12 days would be for 7 hours pay since that is the average number of hours the employee works per day. Therefore the total pay will be 12 days @ 7 hours pay = 84 hours pay.

Example (b)

An employee who works 5 days per week but works only 4 hours per day.

$$20 \times 5/5 = 20 \text{ scheduled days off}$$

The payment for each day would be for 4 hours since that is the average number of hours the employee works per day. Therefore the total pay will be 20 days x 4 hours pay = 80 hours pay.

71.4.15 Overtime

The normal lieu time provisions will apply. Overtime will be paid at appropriate rates for:

- hours worked beyond the base full-time hours on a day (unless additional hours are part of the RHOW arrangement);
- hours worked beyond the base full-time hours in a week;
- hours worked on a Saturday, Sunday or statutory holiday that is not a normally scheduled day.

71.4.16 Pregnancy/Parental Leave

Employees will be eligible for pregnancy/parental benefits. Coverage will be based on normal (scheduled reduced) earnings and normal (scheduled reduced) hours.

71.4.17 Unemployment Insurance Contributions

This is based on gross earnings (which includes overtime premiums, shift differential, etc.).

71.4.18 Canada Pension Plan (CPP)

CPP contributions are based on gross earnings.

71.4.19 Workers' Compensation Benefits

Entitled to 90% of normal weekly net earnings, plus a supplementary grant (total is 100% of normal weekly net earnings).

71.5 Termination of the RHOW Agreement

The initial period of a RHOW arrangement will be considered to be a trial period. The length of the trial period is to be determined by the parties but will not normally be longer than 1 year. If problems are encountered during this period, the employee(s) and the supervisor will attempt to find a solution(s). In the event that these efforts are not successful the RHOW arrangement can be cancelled by either party with 30 days' notice.

After the trial period, situations may arise where the RHOW is no longer working or the workload has increased or decreased. In such situations alternate arrangements can be tried. These could include offering additional hours/days (if there is some) to the RHOW employee, or advertising another RHOW arrangement to make up any difference.

In situations where the workload increases, the employee working the reduced hours will have the first option of working the additional hours. The employee could choose not to work the additional hours. If satisfactory alternative arrangements are not found, Article 64 will be applied.

An employee who wishes to terminate the arrangement has the same rights to vacancies as full-time employees. If unsuccessful in obtaining another position or in negotiating a

new arrangement with Management, and the employee terminates the arrangements, the employee will be considered to have resigned from Hydro One.

(SAMPLE) REDUCED HOURS OF WORK AGREEMENT

To: _____ Department: _____

Effective date: _____

Type of Arrangement: ___ Individual ___ Job Sharing ___ Temporary Work

The following information is pertinent to your Reduced Hours of Work Agreement with Hydro One.

1. Hours of work:

_____ days (_____ hours) per week, _____ hours per day.

2. Salary:

Weekly salary will be \$ _____ per week based on scheduled reduced hours of _____ per week at Schedule _____ Grade _____.

3. Health and Dental Benefits:

Indicate, by circling the appropriate "yes" or "no", whether or not you are exercising the option of receiving full benefit coverage for semi-private hospital coverage, extended health benefits, and/or dental benefits, using payroll deductions to reimburse Hydro One for the cost consistent with the appropriate proration. Should you elect health and/or dental benefits, the monthly cost will be as follows:

Elected Coverage:

Semi-private hospital coverage _____ % \$ _____ Yes / No

Extended Health Benefits _____ % \$ _____ Yes / No

Dental Benefits _____ % \$ _____ Yes / No

4. All other terms and conditions will be in accordance with the Article on Reduced Hours of Work for Society Represented staff.

The trial period will be for _____ months. The parties agree that the agreement can be terminated with one month's notice during this trial period in the event the arrangement is unsuccessful.

If you agree with the conditions set out above, please sign one copy of this agreement for your Personnel File. Also, please indicate if you wish to be covered by any, or all, of the above health and dental benefits.

Manager: _____ Employee: _____

Date signed: _____ Date signed: _____

cc: Human Resources office Society Unit Director

71.6 Responsibilities

The Employee(s):

The employee(s) should discuss his/her interest in a Reduced Hours of Work agreement with the manager/supervisor. An employee who wishes to work Reduced Hours should prepare a proposal for doing so. The proposal should include a current job description and ways in which the job requirements could be met under a Reduced Hours of Work agreement. It should include suggestions for methods of communication among Regular staff members, their managers/supervisor, customers and clients with whom the job interfaces, as per the Guidelines (Section 71.3).

The Manager/Supervisor:

The Manager/Supervisor is responsible for determining if a Reduced Hours of Work agreement is appropriate and in certain instances may initiate action to implement such an arrangement. The Manager/Supervisor will discuss the possibility of a Reduced Hours of Work agreement with interested employees to assist them in establishing appropriate arrangements. The Manager/Supervisor will identify issues specific to the job which need to be addressed, inform employees of their entitlements and approve the proposed Reduced Hours of Work agreement after the appropriate review.

The Manager/Supervisor is responsible for ensuring that the productivity in the work unit does not deteriorate as the result of a Reduced Hours of Work agreement. If productivity is seen to decline, the supervisor should work with the incumbent(s) to identify ways to improve the situation.

72 PEAK DEMAND HOURS ARRANGEMENTS

72.1 Intent

The intent of this Article is to establish a framework of treatment of employees who by the nature of their jobs, are likely required to work more than their normal work week and/or hours different from their normal hours during peak work load periods of the year, and less than the total hours in a normal work week during other parts of the year.

The guidelines for the application of this Article are contained in Appendix V.

Once it has been decided to apply this Article within a business unit, Management will meet with the Society to determine how best to apply these guidelines in their particular situation. The parties are not required to rigidly adhere to the guidelines in Appendix V and may revise them as they deem appropriate.

Either party may refer unresolved items to "interest" arbitration for resolution.

72.2 Process

The parties will develop a design for the Peak Demand Hours Arrangement in local areas using Appendix V as a guideline, including an implementation plan for the arrangement. That plan could involve staffing the arrangement with volunteers on a test basis. The volunteers would have to volunteer for a full 12-month cycle. The fact that an individual did not volunteer will not negatively reflect on his/her performance evaluation. The

results of that test application could be reviewed by the parties. This review might result in revisions to the arrangement.

It is expected that ultimately the arrangement would become a local mid-term agreement.

73 WORK SHARING

- 73.1 "Work sharing" occurs when sufficient members of a work unit agree to work fewer hours for reduced compensation in order to accommodate a temporary reduction in work load and to help maintain employment continuity in the event of an adverse impact situation under Article 64 - Redeployment, Surplus Staff Procedure and Change of Employer.
- 73.2 Work sharing is a temporary arrangement. A work sharing arrangement will normally not exceed one year in duration but can be extended by mutual agreement. Beyond a period of one year, a work share arrangement will normally be governed by the terms and conditions of Article 71 - Reduced Hours of Work (RHOW) Arrangements.
- 73.3 The Society will be involved in the discussion and negotiation of the work sharing arrangement.
- 73.4 The size of the work unit involved in the work share will be the subject of joint agreement between Hydro One and the Society. The agreement of the employees participating in the work sharing arrangement must be obtained prior to implementation. A sufficient number of employees in the work unit must participate in order to make the work share a viable working arrangement.
- 73.5 Either party to a work sharing arrangement will have the right to terminate it with 30 days' written notice. Following termination of a work sharing arrangement, the previous hours of work arrangement will be reinstated. Reduction in the number of employees in a work sharing arrangement through attrition, promotion, etc. will result in a joint review in order to ascertain the continued viability of the work share.
- 73.6 Employees participating in a work sharing arrangement remain regular employees.
- 73.7 Reduction in hours of work pursuant to a work sharing arrangement will not exceed 20% of regular hours and will be matched by an equivalent reduction in salary for a maximum of one year.
- 73.8 Employees participating in a work sharing arrangement will retain full benefits coverage during the term of the work sharing arrangement up to a maximum period of one year.
- 73.9 Pension, life insurance and LTD coverage will continue to be calculated against regular base earnings during the term of a work sharing arrangement up to a maximum period of one year.
- 73.10 Employees will continue to participate in the step progression process while participating in a work sharing arrangement.
- 73.11 Employees will not be declared surplus while participating in a work sharing arrangement. This section will be suspended during the operation of Article 64 -- Employment Continuity.

74 ASSIGNMENT OF NON-BARGAINING UNIT WORK DURING A STRIKE/LOCKOUT

Normally, Hydro One shall not assign an employee to perform non-bargaining unit work unless this work is essential work. It is agreed that the following provisions govern the assignment of essential work, ordinarily performed by employees in another bargaining unit, to Society-represented employees in the event that the members of that bargaining unit are in a lawful strike/lockout situation.

- 74.1 If a job/function is not performed, it is considered “essential work” if it would result in:
- a) a dangerous or unsafe situation for employees or the public;
 - b) a threat to the environment;
 - c) damage to equipment, systems or property;
 - d) the violation of licenses, regulations or other statutory requirements as applicable in (a), (b) and (c) above;
 - e) activities going undone which are required to support employees who are performing essential work in accordance with (a), (b), (c) and (d) above;
 - f) such other condition or concern as may be reasonable in the circumstances.
- 74.2 The process for identifying and assigning work will be a joint process involving a Management representative(s) designated by the Business Unit and the Society representative /designate(s) of the Business Unit. As a part of this process, an employee will advise the Management representative(s) and the Society *representative/* designate(s) in a timely manner as to whether he/she will accept the tentative work assignment. Due consideration will be given to family or extenuating personal circumstances raised by an individual employee prior to assigning essential work.
- 74.3 Requests to employees to accept essential work assignments will contain as much information about the assignment as possible, such as work location and training schedules. It is expected that Management will request work assignments as close to employees’ home locations as possible.
- 74.4 In the event that the Society claims that an activity is not “essential”, it may make a claim before Robert Herman, or if he is unavailable, a mutually agreed facilitator/arbitrator, who shall make a ruling on an expedited basis.
- 74.5 Hydro One may assign work involuntarily to Society-represented staff if no MF/ESR or qualified Society volunteers are available. There is no obligation to assign MF/ESR before seeking a Society volunteer.
- 74.6 Any proposed shift schedules which may be worked by Society-represented employees during assignment to non-bargaining unit work shall be reviewed by the appropriate Society representative/designate prior to the official issuance of the shift schedule.
- 74.7 Employees assigned to essential work will have the appropriate skills and training to perform the duties.
- 74.8 The terms and conditions of compensation for performing essential work are as follows:

74.8.1 General

- 74.8.1.1 All policies and practices and terms of the collective agreement which normally apply to Society-represented staff will continue to apply during a strike/lock-out unless modified, replaced or set aside in accordance with this Agreement.
- 74.8.1.2 All employees, including employees not assigned to work of another bargaining unit, will continue to receive their normal pay rate, including step placement, for their regular job.
- 74.8.1.3 For those employees who normally work shifts, all existing shift schedule arrangements, including time-balanced schedules, will be suspended from the date the work stoppage commences until the work stoppage ends. Compensation treatment will be equitable for all employees assigned to essential duties during the work stoppage.
- 74.8.1.4 All employees assigned to essential duties will be compensated based on a 35-hour work week. As a minimum, employees will continue to receive pay equivalent to their normal base earnings. For employees whose rate is normally based on a 37.5 hour or 40 hour week, a premium of 0.5 times the hourly rate will apply after 35 hours in a week until their normal hours of work (i.e., 37.5 or 40) is reached. Overtime beyond this will be compensated at the appropriate overtime rate.
- A positive time balance will be paid at the termination of the essential service assignment and a negative time balance will be written off.
- 74.8.1.5 For situations involving the crossing of picket lines, refer to Article 77 of the Collective Agreement (“Crossing Picket Lines of Other Unions”).

74.8.2 Compensation

74.8.2.1 Scheduled Work on Weekdays

- 74.8.2.1.1 Employees assigned to essential work will be compensated at straight time rates for the first seven (7) hours of work. The following seven (7) hours worked shall be compensated at time and one half subject to treatment for employees normally working 37.5 or 40 hours a week as outlined in Clause 74.7.1.4.
- 74.8.2.1.2 All hours worked in excess of fourteen (14) continuous hours shall be compensated at:
- a) double time; or
 - b) straight time plus an hour off for each hour worked in excess of fourteen (14) hours.

74.8.2.2 Scheduled Work on Saturdays, Sundays, and Statutory Holidays

74.8.2.2.1 All employees assigned to work shifts and scheduled to work on Saturdays and Sundays will receive straight time pay for the first seven hours worked as part of a normal scheduled work week.

74.8.2.2.2 All employees assigned to work shifts will receive straight time pay for the first seven hours worked on a statutory holiday as part of their normal scheduled work week. One hour off for each hour worked up to the statutory holiday credit (seven hours) will be given at a later date acceptable to the employee and Management.

74.8.2.2.3 The appropriate shift allowances as per Article 60 ("Shift Work [M&P, TMS]") and Article 61 ("Shift Work [FM&P]") will be paid to all employees required to work shifts.

74.8.2.3 Overtime Worked on Saturdays, Sundays and Statutory Holidays

74.8.2.3.1 Employees shall be compensated at time and one half for the first fourteen (14) hours worked on a Saturday.

74.8.2.3.2 Employees shall be compensated at double time for the first fourteen (14) hours worked on a Sunday.

74.8.2.3.3 Employees shall be compensated at double time for the first fourteen (14) hours worked on a statutory holiday. In addition, one hour off for each hour worked up to the statutory holiday credit (seven hours) will be given at a later date acceptable to the employee and Management.

74.8.2.3.4 All hours worked in excess of fourteen (14) hours on a Saturday, Sunday or statutory holiday will be compensated at:

- a) double time; or
- b) straight time plus an hour off for each hour worked in excess of fourteen (14) hours.

74.8.2.4 Time Off in Lieu

Employees may choose to be compensated in money, paid time off, or a combination of both for overtime worked while assigned to essential work. Scheduling of time off will be subject to agreement of the regular supervisor following the end of the work stoppage.

74.8.2.5 Travel Time

All travel time except time spent in travel when called out for any emergency overtime, will be compensated at straight time. Travel time for emergency overtime will be considered as overtime.

74.8.2.6 Expenses

74.8.2.6.1 Reimbursement will be made for appropriate out-of-pocket expenses incurred as a result of undertaking assignments during a strike situation. As such employees should not profit from reimbursement of expenses. Appropriate expenses include, but are not limited to, travel, meals, accommodation, cancellation of vacations, increased child care, and damage or loss of private property.

74.8.2.6.2 Expenses incurred during a temporary assignment will be submitted to the temporary supervisor for approval.

74.8.2.7 Essential Work Rating Scale

The Essential Work Rating Scale set out in Attachment A forms part of this Agreement and will be updated by the Joint Society-Management Committee, prior to application.

ATTACHMENT A

Essential Work Rating Scale

(A) WORKING CONDITIONS

Employees who are assigned to essential work will automatically receive credit for this factor. It is assumed the individual will be subjected to pressures, demands or unfavourable/hazardous working conditions which deviate significantly from the norms of the regular position. Employees/supervisors whose work responsibility will increase significantly as a result of a work stoppage may be assigned to special duties by their respective line management.

Payment per Day: \$30.00

(B) SHIFT ASSIGNMENT

Employees who are assigned to work a shift schedule will automatically receive credit for this factor for each day they work the shift schedule.

Payment per Day: \$30.00

(C) SPECIFIC ALLOWANCES

The following allowances are to compensate for situations where employees are required to perform essential work under specific working conditions.

An employee can receive compensation for only one of the following allowances.

24- Hour Availability

An employee who is required or elects to remain at a designated place, other than home (e.g., motel) in readiness to proceed immediately to the work location on a 24-hour basis.

Hours worked by an employee are included in this 24-hour period.

Payment per Day: \$46.00

OR

Remaining at Hydro One Facilities on 24-Hour Basis

An employee is required to remain/live at the work location for a 24-hour period.

Payment per Day: \$120.00

On-Call Service

An employee is permitted to remain at home following his/her scheduled work but is required to be available to work outside normal working hours.

(Reference: Article 57 - "On-Call Service")

Note: Employees who are required to live at the work location on a continuing 24-hour basis and will be paid for only those hours worked plus the applicable allowances.

75 TELEWORKING

75.1 Definition of Teleworking:

Telework refers to a Hydro One employee who:

- Is working out of an office in his or her home;
- Does not normally have another office at Hydro One;
- Is not working at home on an occasional or casual basis.

75.2 Collective Agreement Standards:

Where Hydro One determines that teleworking may be implemented, the following provisions will apply:

- a) The arrangement will be mutually agreed upon and will be documented prior to commencement of teleworking;
- b) The terms and conditions of the collective agreement will apply except where modified by agreement among Hydro One, the Society and the employee;
- c) Teleworkers will not be required to meet with customers or other Hydro One employees in their home;
- d) Teleworking arrangements will be voluntary, and are subject to cancellation as locally agreed;
- e) Teleworking will not change the employment status of the teleworker;
- f) Hydro One will provide appropriate health & safety advice and guidance to the teleworker;
- g) Hydro One will provide appropriate business and personal security advice to the teleworker;
- h) Hydro One shall provide all furnishings/equipment it deems necessary to meet job expectations;
- i) Hydro One will pay for additional insurance costs, if required;
- j) If the teleworking arrangement is terminated then the employee will be entitled to relocation assistance as provided in the collective agreement;
- k) It is agreed that the Society represents employees who fall within the Society recognition clause of the Collective Agreement and who are teleworking;
- l) Hydro One will provide in a timely manner the Society with the names, business phone number and business address of teleworkers.

75.3 Local Agreements

Local management, the employee and the Society will agree on these items as part of a local agreement:

- performance measures
- relevant terms and conditions (e.g. travel)
- training where appropriate
- sunset (with a minimum term)
- cancellation

76 DIRECT DEPOSIT

Employees will be paid **bi**-weekly by means of electronic deposit. Time exceptions (e.g. overtime) will continue to have a time lag. Such time lag will only be for the period required for the effective operation of the time reporting centres and pay processes.

Overpayments of \$100 or less shall be automatically recovered from an employee's pay by Hydro One upon identification of the overpayment.

Any outstanding liabilities will be deducted from an employee's final pay deposit upon termination for any reason, subject to provision by the employer of a written rationale for these deductions to the employee.

77 CROSSING PICKET LINES OF OTHER UNIONS

- 77.1 Employees will be required to cross picket lines of other unions in order to perform work at their regular/temporary work headquarters.
- 77.2 During such picket action, some flexibility with respect to the normal scheduled hours of work on the part of both Management and the employee is particularly desirable.
- 77.3 Normally, an employee who is prevented from arriving at work for his/her normal starting time due to such picket action will have his/her salary maintained without the requirement to make up the hours missed, subject to the following guidelines:
- a) An employee is expected to make a reasonable attempt to arrive at work at their normal starting time.
 - b) If an employee who is late for work should have been able to cross the picket line without being late, the no work - no pay principle will apply.

78 THE PROVISION OF FRENCH LANGUAGE SERVICES

78.1 Designated Positions

Hydro One will designate positions that require French language capability, to the extent required by the Act. Hydro One shall determine the actual number of positions to be designated and which positions will be designated.

Changes to the designated positions require joint agreement between the local Contact Supervisor/Human Resources Manager and the applicable Society representative. Whenever a change is made to the designated positions list, the Contact Supervisor/Human Resources Manager will provide written notification of the addition to the Society office and Labour Relations, Hydro One Human Resources. Labour Relations, Hydro One Human Resources will issue an up-to-date version of the designated positions list annually to the Society. A position can only be removed or modified when it is vacant.

78.2 Job Security

The implementation and operation of this Article will not result in any declarations of surplus, lay-offs, displacements, forced geographic relocations or financial losses.

78.3 Training

Hydro One will not impose any mandatory training for the purpose of complying with the Act. Any person wishing to take optional external training to obtain French language capability will be provided 100% financial support, so long as the request is in accordance with Article 83 - Extramural Training. In locations where extramural training in French is not available, Hydro One will provide, at no cost to the employee(s), self-paced learning packages in order to assist interested staff to become qualified in French.

78.4 Posting and Selection

French language capability is deemed to be a legitimate selection criterion, in addition to the normal selection criteria, for officially designated positions. The job documents for designated positions will not be amended to include French language proficiency as a duty and/or evaluation factor pending future discussions with the Society.

A notice of posting for a designated position will contain the following wording:

"This position requires the ability to communicate in French. This ability is deemed to be a qualification for the purposes of selection."

French language capability will only be used as a selection criterion when the number of qualified incumbents in a designated position falls below the number specified in this Article. Specific qualifications and requirements must be posted and reasons given for non-selection in writing.

In cases where a location has more than the required number of qualified incumbents in a designated position, the officially designated employee(s) shall be those who are senior and qualified.

78.5 Surplus Staff

When a surplus employee applies to a designated position she or he shall receive the selection priorities established in Article 65 to the extent that the organizational unit retains the capability to meet the requirements of the Act.

78.6 Allowance

Hydro One will pay an allowance of \$18.00 gross weekly. It is recognized that the allowance may be paid to all qualified employees in a designated position in a location, rather than just the employees who officially occupy the designated position. This allowance is the same regardless of the number of hours an employee works per week.

The allowance will be paid only while the incumbent is in a designated classification. The payment of this allowance will cease once the employee has been absent for two months. Transfer to an undesignated position, or removal of a position from the designated positions list, will cause immediate stoppage of the allowance.

An employee who relieves in a designated position must have the French language capability required by the position in order to receive the allowance.

79 SPECIAL CLOTHING

- 79.1 Employees are responsible for providing, at their own expense, suitable clothing for the performance of their regular duties. Subject to certain conditions, outlined below, special clothing may be obtained at the expense of Hydro One for issue to employees.
- 79.2 Hydro One will make bulk purchases of certain types of work clothing, for resale to employees, on the most favourable terms possible.
- 79.3 A limited number of rainproof coats and hats may be obtained and kept available at construction headquarters etc, for persons who normally work indoors, but who are occasionally required to work out of doors under adverse weather conditions.
- 79.4 Safety items that are designed exclusively for such safety purposes will be provided to employees required to perform certain types of work, at no cost to the employee.
- 79.5 All clothing issued by Hydro One will remain the property of Hydro One. Employees may be required to replace item(s) lost or destroyed as a result of their own carelessness.
- 79.6 Staff who are required by the Company to wear safety footwear will be reimbursed as follows:
- Safety boots/shoes - 50% of actual cost to a maximum of \$75/pair;
 - Electric Shock Resistant Footwear - 100% of actual cost to an annual maximum of \$250.00.
- 79.7 Requests for special items of clothing not specifically mentioned, but which might be reasonably supplied under the conditions set out above, will be considered, each case on its own merits. Such clothing must be kept available for any Hydro employee who may require it for Hydro One work.

80 PAYMENT FOR USE OF PERSONAL VEHICLE

- 80.1 Where an employee is authorized to use his/her personal vehicle for Hydro One related business/travel, the rate of reimbursement will be based on the Private Transportation Component of the Canadian CPI as reported by Statistics Canada.
- 80.2 Future increases of one cent/km will occur with each additional 10% increase in the Private Transportation Index - 1986 = 100. A decline in the Index below a previously surpassed trigger point for two or more consecutive months will result in a reduction by the appropriate amount of the rate paid.
- If the Hydro One business/travel involves the hauling of household trailers, an additional \$0.09/km will be paid. For the hauling of smaller trailers (Camper, Ski-doo, boat etc.), the amount will be \$0.03/km. The above rates will apply on a province-wide basis.
- 80.3 By virtue of receiving the above kilometre rates, the employee is responsible for any expenses incurred involving his/her vehicle while on Hydro One's business. This would include such items as insurance premiums, license fees, traffic/parking violations, maintenance costs, any repairs or replacement of parts, fuel, lubricants and the like. The employee is further responsible for informing his/her insurance company that the vehicle is being used for business purposes, and for paying any additional premium that the insurance company deems fit.

- 80.4 An employee driving his/her personal vehicle on Hydro One business must have a minimum of \$1,000,000.00 liability insurance.

81 BUSH FIRE FIGHTING AND VOLUNTEER FIRE BRIGADES

- 81.1 Employees who are conscripted by the Ministry of Natural Resources for bush firefighting or employees who participate in local Fire Brigades may be granted time off work with pay subject to the following conditions:

81.1.1 Regular and Probationary Employees - Bush Fighting

Regular and probationary employees will have their normal base pay maintained.

81.1.2 Temporary Employees - Bush Fighting

Temporary employees will have their normal base pay maintained for a maximum of five working days or to the end of the intended employment period, whichever comes first. If the firefighting period extends beyond five working days, the employee will be placed on an unpaid leave of absence until he/she returns to work, or to the end of the originally intended employment period.

81.1.3 Volunteer Fire Brigades

Employees who are registered volunteer fire fighters may be granted leave of absence with pay if called to service while at work.

82 EXTREME WINTER WEATHER CONDITIONS

In the event of extreme winter weather conditions, employees will normally receive pay for hours worked.

82.1 Make Up Time

Employees who, due to extreme winter weather conditions, arrive late, miss work or receive approval to leave early, may seek approval to make up lost time by working back the missed hours by:

- a) using a vacation day;
- b) using a floating holiday;
- c) using a lieu day (or banked time where applicable).

- 82.1.1 For employees who receive approval to work back the lost time, their pay will be maintained for the number of normal scheduled daily hours lost, provided there is work available to be performed.

- 82.1.2 Employees will work at straight time rate of pay while working back the lost hours.

82.1.3 Time lost due to extreme weather conditions will be worked back within the pay week period. Any lost time not worked back by the end of the pay period will be deducted from the employee's pay.

82.1.4 Senior Management at the location have the discretion to maintain some or all of an employee's normal base pay if they are satisfied that every reasonable effort was made to report to work on time.

82.2 Closure

Employees included in an authorized closure will have their pay maintained for the number of hours between closure and normal quitting time.

82.3 Stranded Employees

Employees who are confined at a regular work location which is an acceptable shelter, will have their normal base pay maintained for their normal scheduled hours of work.

82.3.1 Payment for time worked in excess of normal scheduled hours will be made only if approval was given in advance for such work.

82.3.2 Employees will be reimbursed for reasonable expenses for food and shelter, and will have normal base pay maintained when stranded away from their residence headquarters while on Hydro One business.

82.3.3 Employees working in a location where a minimum level of acceptable shelter does not exist shall be considered as still being at work until acceptable shelter can be reached.

83 EXTRAMURAL TRAINING

In order to enhance a regular employee's job performance now, or in the future, Hydro One may provide financial support for external training activities consistent with Hydro One Policy, subject to the following conditions:

- a) the employee is expected to obtain prior approval from his/her supervisor prior to registering in the training course;
- b) the external training should normally be completed outside normal working hours. Where this is not possible, time off with pay to attend external training programs will be at the discretion of the employee's supervisor. In no circumstances will the external training exceed six weeks if the employee is required to be absent from work.
- c) 100% of reasonable costs paid by the employee for external training courses will be reimbursed where:
 - the training course will create or maintain the employee's capability related to current job performance;
 - the training course develops an employee's capability for a position identified in a succession, retraining, or redeployment plan.

- d) 75% of registration/tuition fees and learning material costs will be paid for external training courses which improve an employee's capability for future jobs within Hydro One.
- e) An employee will be reimbursed for reasonable costs subject to:
 1. Satisfactory course completion and a passing grade where applicable, except where the course is taken upon the request of Management.
 2. Costs will not be reimbursed if the employee has given notice of resignation prior to completion of the course.
 3. All approved costs will be reimbursed for courses which cannot be completed due to the employee being transferred to another location.

84 MEAL EXPENSES

Normally, employees are expected to provide their own meals. Where there is a requirement for a meal as a result of legitimate business functions, employees will be entitled to be reimbursed for reasonable out-of-pocket expenses.

85 VOLUNTARY SEVERANCE (NON-SURPLUS)

- 85.1 Employees who wish to discuss a voluntary severance arrangement with Hydro One will be advised by Hydro One to (a) seek independent legal counsel and (b) seek advice from the Society.
- 85.2 Hydro One will also notify the Society of any employee with whom it is discussing a voluntary severance arrangement and disclose the details of the discussions in advance of finalizing such a severance arrangement with the employee.

86 SECURITY CLEARANCES

- 86.1 The Society acknowledges and agrees that the Employer has the right to perform appropriate Personal Risk Assessments (PRA) on existing, regular employees when required for valid reasons. Where the Employer has reasonable cause to remove an employee from his/her position as a result of an employee's inability to pass a PRA, the employee will be transferred to an equivalent position for which a PRA is not required with no loss of salary.

87 PROFESSIONAL LICENSING REQUIREMENTS

- 1. All Society-represented engineer/officer job documents will be classified as either: 1) "engineering jobs" i.e. jobs that require incumbents to use (or to be qualified or qualifiable to obtain) their Professional Engineers Ontario (PEO) license (P.Eng, "license") and seal to approve engineering work done by themselves or others; or 2) "engineering jobs where the incumbent does not have a license"; or 3) "non-engineering jobs". Engineering jobs will have "engineer" in the job title. Engineering jobs where the incumbents do not have a license will have "officer (E)" in the job title. Non-engineering jobs will have "officer" in the job title. The parties will meet to review the initial classification of these jobs. Subsequent reviews will take place upon request by either party.**

- 2. Subject to specific exceptions (if any), all appointees to MP4, MP5 and MP6 engineering jobs (internal and external hires) will be required to hold and maintain a license. All exceptions will be discussed with the Society in advance of making the appointment.**
- 3. Subject to specific exceptions (if any), all appointees to MP2 and MP3 engineering jobs (internal and external hires) will not be required to hold a license but will be required to be qualified or qualifiable to obtain a license. Qualified/qualifiable means the employee has either met the educational and experience requirements to obtain a license (qualified) or to obtain those qualifications in a reasonable amount of time (i.e. 5 years) (qualifiable). For external new grad hires into MP2 engineering jobs this requirement will be a condition of employment.**
- 4. All incumbents in engineering jobs MP4 and above will be encouraged to obtain their license. Incumbents who elect not to pursue their license will be grandparented ("grandparented incumbents"). Grandparented incumbents will be ineligible for appointment to a lateral or higher level engineering jobs (e.g. an MP4 engineering job incumbent would have to obtain his/her license to be eligible for appointment to an MP5/6 engineering job). If an incumbent elects to pursue his/her license, the employer will reimburse him/her for 100% of reasonable training costs in accordance with the provisions of Article 83 ("Extramural Training"), including the cost of PEO license application and examination fees whether or not the employee is enrolled in a formal course. In the event Article 64 is triggered, grandparented incumbents will be deemed qualified for placement in engineering jobs in accordance with the provisions of this Article.**
- 5. The employer reserves the right to add to the grandparented incumbent category. All additions to the grandparented incumbent category will be discussed with the Society in advance.**
- 6. The employer will reimburse employees in engineering jobs who are required to hold a license for the cost of the annual license fee.**

PART XIV - ADMINISTRATION

88 REPRESENTATION ON HYDRO ONE COMMITTEES

The parties recognize the roles and responsibilities of appointees to committees and task forces, i.e., as a representative of Management on the one hand, and the Society, on the other. When an employee represented by the Society is appointed by Management, his/her responsibility is to Management. When he/she is appointed by the Society, his/her responsibility is to the Society. This role distinction should be made clear at the time of appointment. Notwithstanding the above, and in keeping with Subsection 2.4 (Supervisory Employees - Code of Ethics), Management will endeavour to appoint its representatives having regard to the Society's interests in effective representation.

89 GUIDELINES FOR SOCIETY REPRESENTATIVES ON JOINT/TRIPARTITE TEAMS

The following guidelines apply when employees are appointed by the Society to serve as Society representatives on joint/tripartite teams. They do not apply when employees are appointed by the employer to serve on teams as an employment assignment.

- 89.1** Employees have a legitimate role to play in the development and operation of joint/tripartite teams at Hydro One.
- 89.2** When employees representing the Society are to be included on a joint/tripartite team, they will be officially appointed by the applicable Society representative following discussions with the appropriate line managers. The Society will normally be provided with the team's terms of reference, including an estimate of the time required, as well as with selection criteria to assist in the selection of appropriate subject matter experts for the activities at hand. The Society will consider input provided by the employer concerning its selection of representatives to serve on a joint/tripartite team but retains the right to make the final appointment.
- 89.3** Employees representing the Society on joint/tripartite teams will be given the opportunity to be involved in all aspects of the team activity; i.e., joint communications, joint training and education, etc.
- 89.4** Performance appraisals should support participation on joint/tripartite teams. Toward that end, participation by employees on joint/tripartite teams should be considered in a positive light when conducting performance appraisals providing their contribution to the *joint/tripartite* team has been useful.
- 89.5** Employees representing the Society will be reimbursed for reasonable costs related to participation in joint/tripartite teams by Hydro One.

90 TRIPARTITE AGREEMENT ON JOINT HEALTH AND SAFETY COMMITTEES

Hydro One and the Society agree to adhere to the Tripartite Agreement below:

TRIPARTITE AGREEMENT ON JOINT HEALTH AND SAFETY COMMITTEES

PRINCIPLES OF AGREEMENT between the employer, the Power Workers Union and The Society concerning the establishment or modification of Joint Health and Safety Committees to

meet the requirements and intent of *The Occupational Health and Safety Act*, as amended by Bill 208.

90.1 Size and Composition of Joint Health and Safety Committees

That the size of JHSCs will be determined through discussions and agreement between the three parties.

That the PWU and The Society shall comprise a minimum of 75% of the JHSC membership with the relative percentage of PWU and Society JHSC members being determined by these two parties based on criteria including but not limited to representation by population and historical make-up. Neither union shall have less than 25% of the total number of Committee representatives nor more than 50%. Disputes regarding numbers shall be referred to the Executive level of the PWU and Society for resolution and if agreement is not reached, to an arbitrator mutually agreed upon by the parties for binding resolution.

That Management's Committee representatives will be from outside of PWU and Society jurisdiction.

That the status, rights and treatment of all representatives on the JHSCs will be equal.

That the meetings of the JHSC will be chaired on a rotating basis by the Co-Chair of each party represented on the committee.

90.2 Training and Certification

That all JHSC members will be trained and certified. Training and certification will be jointly determined and in accordance with legal requirements and the PWU and Society Authority to Stop Work Agreements, with the costs to be borne by the employer.

90.3 Policy Committee (Non-legislated)

That a corporate-level Health and Safety Policy Committee shall be established to participate in the formation and evaluation of health and safety strategy and policy, to resolve policy-level issues impacting on tripartite health and safety initiatives including the Work Protection Code and Corporate Safety Rules.

That the Policy Committee be comprised of an equal number of senior representatives from The Society, the PWU and Management.

That the parties will each select their respective committee members.

That the Policy Committee shall meet at least once per quarter.

That the employer shall provide the resources and training that the Policy Committee deems necessary with costs to be borne by the employer. Training development and delivery will be jointly determined.

That the Policy Committee shall receive a formal response to its input to policies/programming within 30 days.

90.4 Annual Experience Review

That each year, upon request by any one of the parties to this Agreement, an experience review be undertaken by the parties of the benefits and difficulties of implementation of the Agreement and the impacts of organizational changes.

90.5 Amendments to the Agreement

Amendments to the Agreement may be made at any time by the parties with mutual agreement in writing. If mutual agreement cannot be reached, the parties will refer to an arbitrator, mutually agreed upon by the parties, for binding resolution.

91 AUTHORITY TO STOP WORK

91.1 Definitions

"Where an Employee's health and safety is in immediate danger" (refer to **91.4.3**), "immediate danger" shall mean, "conditions that pose an immediate threat to life or health, or conditions that pose an immediate threat of severe exposure to contaminants such as radioactive materials which are likely to have adverse or cumulative or delayed effects on health."

91.2 Intent

"Responsibilities and Accountability" are intended to reinforce the fact that this is a joint policy for which both parties are jointly responsible, i.e. we are in this together.

91.3 Introduction

Effectively involving employees and Employers in joint health and safety committee activities can enhance workplace health and safety. Under the Occupational Health and Safety Act, the use of Joint Health and Safety Committees (JHSC) is part of the legislative process which has been labelled as the "Internal Responsibility System" (IRS). Within this participatory management concept, the JHSC's have been given specific rights and responsibilities under the Act such that, with their involvement, the right to know, the right to participate and the right to refuse unsafe work is further enhanced.

Hydro One and The Society of Energy Professionals ("the Society") agree that all unsafe work must be stopped. This Article on health and safety for the authority to stop work will further enhance the activities of the JHSC's and the IRS concept.

Changes to this Article can only be made by mutual agreement of the Joint Working Committee on Health and Safety. Where no agreement can be reached, the matter will be referred to the Issues Team for resolution.

91.4 Authority to Stop Work

91.4.1 Where a workplace is unsafe, a Certified Society and Management member of the local JHSC can jointly prevent the start of the work or stop the work.

91.4.2 Where there is a disagreement between the Certified Society or Certified Management member of the local JHSC that the workplace is unsafe, the issue shall be immediately presented to the local JHSC for review and resolution.

91.4.3 Where an employee's health or safety is in immediate danger, a Certified Society or Management member of the local JHSC can stop the work. After calling the work stoppage, the Certified Society or Management member must contact the respective counterpart immediately and seek to obtain joint agreement on the stoppage as soon as possible. If joint agreement cannot be reached, the issue shall be presented to the local JHSC for review and resolution.

91.4.4 In cases where the JHSC cannot resolve issues arising from 2 or 3 above, the Ministry of Labour Inspector shall be called in for resolution.

91.5 Training/Certification

91.5.1 The Society Joint Health and Safety Working Committee shall fully participate in the development of a specialized training program for all members of the Joint Health and Safety Committees.

91.5.2 The Society Joint Health and Safety Working Committee shall fully participate in the development, putting in place, and administration of testing and re-testing standards for all members of the JHSC's.

91.5.3 The Society Joint Health and Safety Working Committee shall fully participate in the establishment of a specific Training/Certification program for members of the JHSC's.

91.5.4 The Society Joint Health and Safety Working Committee shall fully participate in the development, implementation and administration of testing and re-testing standards for accrediting JHSC members into the Certification program. Such standards shall not be less than those established by the regulatory agencies or deemed to be equivalent to the intent of the regulatory standards.

91.6 Responsibility and Accountability

There shall be a shared responsibility and accountability by the Society and Management for the actions of their Certified members of the JHSC's.

91.7 Compensation and Discipline

It is understood that employees directly or indirectly affected by the application of this Agreement will not suffer any loss of wages or disciplinary action.

91.8 Decertification

Should a Certified member fail to act in good faith, the Society Joint Health and Safety Working Committee shall review the representative's action and make appropriate decisions.

Where there is disagreement regarding the action of the Certified member, the issue shall be taken to Issues Team for resolution.

91.9 Assessment

The Joint Working Committee on Health and Safety shall be responsible for assessing the effectiveness of this Agreement from time to time.

92 JOINT HEALTH AND SAFETY COMMITTEES

92.1 Hydro One will establish a Joint Policy Committee in which Society representatives are able to address the health and safety concerns of employees with Management of various levels depending on needs where jointly agreed.

92.2 All Society-represented employees are entitled to representation on joint health and safety committees and to associated training.

92.3 There are to be three levels of representation:

- Hydro One/Society level
- Corporate Health and Safety /Society working committee level (based on the attached Terms of Reference, agreed to on September 27, 1989 by the parties).
- Local workplace level health and safety committees

Terms of Reference - September 27, 1989
Joint Working Committee on Health and Safety

1.0 Goal

Provide recommendations to assist the Health and Safety Division in the development, implementation and evaluation of Hydro One employee health and safety policy and programs.

2.0 Personnel

Manager, Programming Department, Health and Safety Division and other Management staff as deemed necessary from time to time.

Chairperson of Society Health and Safety Committee and other Society members or a staff advisor to a maximum of five.

The Chair will rotate between the Manager of Programming Department and Chair of the Society Health and Safety Committee.

3.0 Function

Participate in the identification and resolution of problems and issues of Hydro One significance in employee health and safety policy and practice.

Participate in the development, promotion and implementation of Hydro One health and safety programs.

The Committee will meet quarterly or as mutually agreed.

Hydro One will pay the expenses related to jointly agreed projects undertaken by or on behalf of the Joint Working Committee on Health and Safety.

- 92.4** Hydro One agrees to consult with the Society regarding new health and safety policies and procedures and regarding changes to existing health and safety policies or procedures except where provided for by the legislation itself. The Society will be given a reasonable amount of time to comment prior to implementation.

93 PROBLEM SOLVING COMMITTEE

- 93.1** A Problem Solving Committee shall be established and constituted by Hydro One Senior Management representatives and the Society Local VP and Unit Directors. The Problem Solving Committee shall meet upon request of either party and when mutually agreed.
- 93.2** The Problem Solving Committee Oversight Committee shall consist of the President and CEO of Hydro One and the President of the Society and shall meet upon request of either party and when mutually agreed.
- 93.3** Negotiations between Hydro One and the Society shall take place through a body to which each party will appoint an equal number of representatives. Negotiations shall be conducted in good faith and both parties shall make every reasonable effort to reach agreement on matters of mutual interest as expeditiously as possible.

94 DIVERSITY COMMITTEE

Hydro One recognizes the right of the Society to appoint representatives to and participate in the Tripartite (Hydro One, the Society, the PWU) Diversity Committee on the basis of the terms of reference in effect at the commencement of this Collective Agreement or as modified by mutual agreement of all parties thereafter. In the event that a Tripartite Diversity Committee ceases to operate, the parties will establish a Joint (Society-Hydro One) Diversity Committee with similar goals and mandate.

95 EMPLOYEE AND FAMILY ASSISTANCE

Hydro One recognizes the right of the Society to appoint representatives to and participate in the Tripartite (Hydro One, the Society, the PWU) Employee and Family Assistance (EFAP) Committee on the basis of the terms of reference in effect at the commencement of this Collective Agreement or as modified by mutual agreement of all parties thereafter. In the event that a Tripartite EFAP Committee ceases to operate, the parties will establish a Joint (Society-Hydro One) EFAP Committee with similar goals and mandate.

96 PUBLICATION OF COLLECTIVE AGREEMENT

All Society-represented staff should have personal access to a copy of the Collective Agreement. The preferred method is to provide access to this Agreement via an electronic basis.

Hydro One agrees to print sufficient copies for distribution to all elected Society representatives and to those employees without access to computer technology. The cost of printing the copies that are required (to be determined by joint agreement) will be shared on the following basis: 75% (Hydro One); 25% (Society).

97 USE OF HYDRO ONE COMPUTER FACILITIES

- 97.1** The Society may make use of any of the services provided by information technology organizations to Hydro One line units.
- 97.2** The Society will be treated identically to Hydro One line with respect to service standards, procedures and support.
- 97.3** The price charged for the service will be the published rates of the Computer Centre plus the charge for administration, referred to as General Overhead which may change.
- 97.4** Information regarding these services, e.g., technical support, manuals, billing structure, training, etc., may be obtained from information technology organizations.
- 97.5** The Society will seek approval from the appropriate authorities prior to accessing or attempting to access any line unit's application programs or data. Any infringement of this condition by a Society member will be grounds for cancellation of this Article.
- 97.6** The services provided under this Article are to be used only for the purposes of assisting in the conduct of normal Society business and for provisions of service to its members.
- 97.7** Society data and programs may be protected from access by others by taking advantage of existing password mechanisms. It is the Society's responsibility to make arrangements to utilize such mechanisms.

98 NOTE TO PART XV - APPENDICES

Hydro One and the Society have not amended all the Appendices in Part XV to reflect the separate collective agreement status of Hydro One. In particular, the Appendices dealing with the Voluntary Recognition Agreement and subsequent amendments are historic documents and, therefore, references to "Ontario Hydro" have been maintained. It is agreed, however, that the commitments, terms and conditions in these Appendices shall apply to Hydro One in the same manner as they were applied to Ontario Hydro, to the extent that they are applicable to Hydro One.

PART XV - APPENDICES**Appendix I - Re: Utilization and Advancement of Professional Engineers and Scientists**

Ontario Hydro and the Society agree the following principles will govern the utilization and advancement of professional engineers and scientists in Ontario Hydro.

- 1.0 The terms "professional engineers" and "scientists" shall include the employees' categories identified in Attachment A.
- 2.0 The MP2/FMP12 level of work shall normally be considered as a developmental stage for professional engineers and scientists performing engineering or scientific work.
- 3.0 The MP4/FMP14 level of work shall be considered as the "normal expectancy" level for fully qualified and competent engineers, or scientists in Ontario Hydro. MP3/FMP13 may continue to be a "journeyperson" level for engineers and scientists in some areas of activity.
- 4.0 Every effort should be made to provide professional engineers and scientists with an opportunity for advancement to MP4/FMP14, when they are capable of performing work at this level and such work is available.
- 5.0 Where an individual has demonstrated the willingness and capability to advance, and where advancement is impeded by lack of opportunity in the work area, every effort should be made to assist the individual in career advancement. This could include specific action steps such as training, job transfers, and rotations which will provide greater promotional opportunity.
- 6.0 Greater emphasis is required on the screening of professional staff at an early stage in their careers for both their potential capability to perform work at the MP4/FMP14 level and their suitability for further employment in Ontario Hydro.

(signed by W.G. Morison for Management and F.R. Greenholtz for the Society, February 27, 1984)

ATTACHMENT A

UTILIZATION AND ADVANCEMENT OF PROFESSIONAL ENGINEERS AND SCIENTISTS

Professional Engineers

Incumbents of jobs with 600000 or 860000 occupation codes who are:

- a)** Licensed to practice engineering by the Association of Professional Engineers of Ontario (APEO)

or

- b)** University graduates in one of the following engineering disciplines:

<p>Aeronautical Engineering (Aero Space, etc.) Agricultural Engineering Chemical Engineering Civil Engineering Electrical Engineering Electrical Engineering Electronics Engineering Engineering Business (Industrial)</p>	<p>Engineering General Engineering Science (Physics) Geological Engineering Mechanical Engineering Mining Engineering Metallurgy & Material Science Nuclear Engineering Water Resources Engineering</p>
---	--

Scientists

Incumbents of jobs with 600000 or 860000 occupation codes who are university graduates in one of the Natural Sciences, the Applied Sciences, Mathematics or Computer Science and who are not classified as professional engineers.

**Appendix II - Re: Input To Association Of
Professional Engineers Of The Province Of
Ontario (APEO) Salary Survey**

It is agreed that the method of input to the APEO Salary Survey of Employers and the analysis and use of the survey shall be in accordance with the following.

1.0 Data Input

1.1 The salary rates input to the survey shall be the rates paid for normally scheduled hours of work.

1.2 Such salaries shall be input for all Ontario Hydro engineers at Bachelor and/or post-graduate levels in engineering disciplines, who are engaged in engineering or scientific work (incumbents of M&P 600000 series jobs and of FM&P 860000 series jobs, who are represented by the Society), including engineering trainees who are registered (or eligible for registration) by the APEO.

2.0 Method of Input

2.1 Level A

Engineers whose Bachelor graduation occurred during the current or two previous calendar years, who are not incumbents of jobs classified as MP4 and FMP14 or higher.

2.2 Level B

i) Engineers whose Bachelor graduation occurred during the third, fourth or fifth calendar year prior to the current year, who are not incumbents of jobs classified as MP4 or FMP14 or higher.

ii) Engineers in jobs classified as MP1 and FMP11 who have sufficient years of experience to exempt them from eligibility for input to Level A.

2.3 Level C

Engineers in jobs classified as MP2, MP3, FMP12 or FMP13 who have sufficient years of experience to exempt them from the requirement to be input to Levels A or B.

2.4 Level D

Engineers in jobs classified as MP4, MP5, FMP14, FMP15.

2.5 Level E

Engineers in jobs classified as MP6, FMP16.

3.0 Annual Relative Standing

Ontario Hydro data will be excluded from the APEO survey data when making comparisons of Ontario Hydro's position relative to the community.

(signed by J.R. O'Connor for Management and B.A. Green for the Society, November 29, 1984 - revised in 1992/1994 Collective Agreement)

Appendix III - Re: Amendment to the Voluntary Recognition Agreement (VRA)

In light of major changes that have occurred since the Voluntary Recognition Agreement (VRA) came into effect on January 14, 1992, including significant Corporate restructuring, the parties' agreement to conduct a joint internal relativity project, and the need to clarify the Society's historical jurisdiction, the Society and Ontario Hydro agree to replace Sections 1.0 and 2.0 of the VRA with Article 2 of their Collective Agreement as amended by the Framework Agreement dated October 4, 1994.

The parties further confirm that the terms of the VRA as amended in the Collective Agreement remain applicable in all respects, including the agreed upon dispute resolution processes, to all provincially and federally regulated employees, subject only to previously agreed amendments and this amendment.

As a result of renewal negotiations for the 1999-2000 Collective Agreement, the parties agreed to extend Section 9.0 of the VRA to the expiry of the Collective Agreement in operation on January 1, 2005.

As a result of renewal negotiations for the 2007-2013 Collective Agreement, the parties agreed to amend Section 1.0 of the VRA effective July 1, 2007 to delete the provision excluding persons on the basis that they are incumbents in jobs rated 335 points or more under the Plan A Job Evaluation Manual and replace it with the following:

New Exclusion Criterion:

Strategic Business Decisions

1. Responsibility for making significant decisions that will have a material impact on the Company's business and/or staffing (what work gets accomplished, how much is done, when it is done and by whom)
2. Responsibility for making significant business/strategy decisions that will have a material impact on how the Company's business is to be run
3. Items 1 and 2 above also apply to work done by consultants and service providers
4. Regular knowledge of high level confidential Hydro One information prior to its disclosure. No person shall be excluded simply as a consequence of preparing, analyzing or making recommendations with respect to the information

Represent the Company at External Forums

5. Responsibility for being a principal presenter at OEB hearings. No person shall be excluded simply as a consequence of being asked to testify as an ad hoc witness
6. Responsibility for deciding what substantive positions will be taken at the OEB
7. Company spokesperson in matters that affect Labour Relations

Appendix IV Re: Article 2 - Recognition Clause

Hydro One and the Society confirm the following understanding with respect to their agreement to amend Article 2 (“Recognition Clause”) of their Collective Agreement:

1. The parties agree that the Voluntary Recognition Agreement (Attachment A), subsequent amendments to the VRA and correspondence between the parties concerning jurisdictional matters will be admissible in the event of any future interpretation disputes concerning the Society’s recognition clause.
2. The parties agree that the intent of these amendments is to clarify the Society’s historic jurisdiction as the exclusive bargaining representative for the broad mix of professional and supervisory employees that comprise the M&P/FM&P and TMS/TS/OSS/SEI salary classifications on salary schedules 01, 02, 03, 04, 05, 06, 07, 08, 09, 13 and 18 except where such persons are performing managerial functions or are employed in a confidential capacity. As such, these amendments constitute a reconfirmation by Ontario Hydro of the commitments made by D.B. MacCarthy regarding the Society’s jurisdiction in his April 18, 1994 letter to P.T. Suchanek, Registrar of the Canadian Labour Relations Board.
3. The Society acknowledges that Ontario Hydro has consented to the deletion of the following subparagraphs from the bargaining unit description on the basis of the assurance of the Society contained in paragraph 4 below:
 - those persons included on the Executive Salary Roll and above;
 - employees whose full-time duties are security work;
 - employees in the Executive Office;
 - employees in the Office of the General Counsel and Secretary including the Law Division except Corporate Official Records Analysts, Corporate Archivists and Corporate Records Centre Supervisors.
4. The Society assures Ontario Hydro that this agreement, to delete the sub-paragraphs contained in paragraph 3 above, does not extend the previously agreed upon jurisdiction of the Society, except upon consent of the parties, beyond that jurisdiction identified in the Voluntary Recognition Agreement. However, should jurisdictional claims be made by any other bargaining agent for the classifications referred to in paragraph 3 above, the Society may assert a parallel or related claim.
5. The parties acknowledge that there are thirteen jurisdictional grievances filed by the Society pending resolution (listed in Addendum A) and that these amendments are not intended to prejudice the outcome of these disputes.
6. The parties acknowledge that the definition “associated employees” in Subsection 2.3.2 includes, but is not limited to, positions listed below, and other similar positions created in the future.

Occupation Code	Job Title	Salary Schedule	Salary Grade
748042	Vault Officer	01	01
748836	Recruitment and Training Officer	01	01
739055	Organization and Systems Analyst	01	01
748105	Recruitment and Training Officer	01	01
752215	International Project Administrator	01	01
741051	Co-ordinator - Area Office Practices	01	02
719010	LAN Administrator	01	02
741050	Co-ordinator - Customer Service Practices	01	02
748252	Assistant Training Officer	01	02
734075	Business Systems Analyst	01	02
753063	Trade Development Officer	01	02
741845	Transportation Field Co-ordinator	01	02
753847	Material Systems Officer	01	02
734080	Information Systems Support Analyst	01	02
739008	Regional Office LAN Administrator	01	02
623013	Materials and Procurement Services Officer	01	02
730844	Facilities and Services Analyst	01	02
759090	Team Leader - Transportation Planning	01	02
753860	Administrative Services Officer	01	02
752046	Business Planning Co-ordinator	01	02
729051	Transportation of Dangerous Goods Specialist	01	02
719009	LAN Administrator	01	02
734078	Information Systems Specialist	01	02
734079	Office Systems Analyst	01	02
748867	Business Systems and Training Officer	01	02
748850	Emergency Preparedness Officer	01	02
741817	Service Co-ordinator - Kipling Complex	01	03
741072	Co-ordinator - Lines Work Methods	01	03
729056	Building Maintenance Officer	01	03
748865	Field Training Officer	01	03
753403	Senior Employment Officer – Nuclear Operations	01	03
710007	Digital Mapping Co-ordinator	01	03
759026	Training Officer	01	03
741828	Operating & Maintenance Projects Co-ordinator	01	03
741827	Service Co-ordinator	01	03
729043	Building & Facilities Disposal Officer	01	04
741841	Production Co-ordinator	01	04
729014	Maintenance Specialist – Mechanical	01	04

(signed by B.R. Story and C.B. Cragg - October 4, 1994)

ATTACHMENT A

VOLUNTARY RECOGNITION AGREEMENT

This Agreement including the accompanying Framework Agreement, included as Schedule A, resolves all issues raised during proceedings at the Ontario Labour Relations Board, regarding the Society's Applications for Certification (dated November 5, 1986 and October 2, 1990) or otherwise arising as to the status of the Master Agreement as a Collective Agreement before such Board or the Courts. This Voluntary Recognition Agreement is entered pursuant to the Ontario Labour Relations Act and is acknowledged to be enforceable pursuant to that Act. The parties agree that the Memorandum of Agreement, June 19, 1991, known as the Letter of Understanding, is no longer in force or effect.

1.0 Recognition Clause

Pursuant to section 16(3) of the Ontario Labour Relations Act, Ontario Hydro agrees to recognize the Society as the exclusive bargaining agent for the "employees" defined as follows:

"All employees employed by Ontario Hydro in the Province of Ontario as supervisors, professional engineers, engineers-in-training, scientists, professional, administrative and associated employees save and except:

- a) those persons included on the Executive Salary Roll and above;
- b) employees in bargaining units for which any trade union holds bargaining rights as of the signing of this Agreement;
- c) those persons who perform managerial functions as distinct from supervisory functions. An employee is performing managerial functions if:
 - i) she/he performs managerial functions such as hiring, promotion, performance increase, discharge, etc. over other employees in the bargaining unit and;
 - she/he is required to spend the majority of his/her time performing managerial duties and;
 - she/he supervises at least seven (7) employees (directly or indirectly) on a regular and continuous basis.
 - ii) she/he supervises employees who are excluded from the Society under (c) (i), (d), (e) or (f);
- d) employees who are primarily employed in a confidential capacity affecting the terms and conditions of employment for Ontario Hydro staff;
- e) employees whose full-time duties are security work;
- f) employees who are members of a profession entitled to practice in Ontario and who are employed in a professional capacity where the Ontario Labour Relations Act excludes such persons from coming under the Act by virtue of their profession."

2.0 Clarity Notes

For the purposes of clarity, the bargaining unit set out above:

2.1 Includes:

- a) All regular, probationary, part-time and temporary employees whose functions are included in the classifications paid from Salary Schedules 01, 02, 04, 05, 07, 08, 09, and 18; and
- b) All employees paid from Salary Schedule 13 (Nurses), Salary Schedule 03 (System Control Operators) and Salary Schedule 06 (Helicopter Operator Supervisors), except employees excluded by virtue of 1.0 of this agreement, will be entitled to vote to determine if they wish to be represented by the Society. If the majority of eligible employees voting on any schedule vote in favour of being represented by the Society, eligible employees on that schedule will be represented by the Society. The vote will be conducted by the Society and Ontario Hydro by secret ballot.

2.2 Excludes employees in accordance with 1.0 (c) above as follows:

- a) M&P (Schedule 01) - in salary classification MP4 (or higher) rated by the Plan A Point System of Job Evaluation January 1988 ("Plan A"), or its equivalent, carrying "Nature of Supervision" Degree 4 (or higher) or its equivalent and "Numbers Supervised" Degree 3 (or higher) or its equivalent who normally supervise other Society represented employees.
- b) FM&P (Schedule 02) - who normally supervise other FM&P employees and who normally supervise at least seven (7) employees directly or indirectly.
- c) TMS and TS (Schedules 08 and 07) - who normally supervise other TMS or TS positions and who normally supervise at least seven (7) employees directly or indirectly.
- d) OSS (Schedule 05) - who normally supervise other OSS positions and who normally supervise at least seven (7) employees directly or indirectly.
- e) Supervising Electrical Inspectors (Schedule 09) - who normally supervise other SEI positions and who normally supervise at least seven (7) employees directly or indirectly.
- f) Area Managers.

2.3 Excludes employees in accordance with 1.0 (d) above as follows:

- a) Employees paid from Salary Schedule 01 rated under Plan A as having "Staff Responsibility" Degree 4 (or higher) or its equivalent and MP6 employees as having "Staff Responsibility" Degree 3 (or higher) or its equivalent.
- b) Employees in the Executive Office.
- c) Employees in the Office of the General Counsel and Secretary including the Law Division except Corporate Official Records Analysts.
- d) Positions currently listed in Agreement RS-1 dated October 11, 1990.
- e) Human Resource trainee positions on Schedule 04.

3.0 The grievance and arbitration procedure may be used to challenge any unreasonable, arbitrary or bad faith action taken by Ontario Hydro which results in the exclusion of any employee or position from the bargaining unit.

4.0 Arbitration

4.1 Future contract negotiations disputes shall be resolved by binding arbitration in accordance with Section 38 of the Ontario Labour Relations Act and the negotiating process for resolving such disputes shall be set out in full in the collective agreement.

The dispute resolution process shall be mediation-arbitration using the same individual as both the mediator and arbitrator.

The mediator-arbitrator shall consider the following issues as relevant to the determination of the award on monetary issues:

- a) a balanced assessment of internal relativities, general economic conditions, external relativities;
- b) Ontario Hydro's need to retain, motivate and recruit qualified staff;
- c) the cost of changes and their impact on total compensation;
- d) the financial soundness of Ontario Hydro and its ability to pay.

A mediator-arbitrator shall have the power to settle or decide such matters as are referred to mediation-arbitration in any way he/she deems fair and reasonable based on the evidence presented by representatives of Ontario Hydro or the Society in light of the criteria in items (a) to (d) and his/her decision shall be final and binding.

4.2 The parties will hereby undertake to develop appropriate internal comparisons, an external community for comparison and criteria for measuring total compensation by no later than September 1, 1992 and failing such agreement either party may refer the outstanding differences to an arbitrator for a final and binding decision. This undertaking and its referral to arbitration shall be enforceable under the Arbitrations Act.

5.0 No Strike/No Lockout

The collective agreement will recognize that the Society, employees within the scope of the bargaining unit, and the Corporation are pledged to the effective and efficient operation of Ontario Hydro and that they pledge themselves, individually and collectively, to refrain from taking part in strikes, lockouts or sympathy strikes and other interference with work or production as long as the terms and conditions in section 4.0 continue.

6.0 Supervisory Employees

For the purposes of section 9.0, the parties agree that Supervisory positions are those that are not excluded under section 1.0 above and that satisfy the following criteria:

- a) Employees on Salary Schedule 01 who have under Plan A "Nature of Supervision" Degree 3 (or higher) or its equivalent;
- b) Employees on Schedules 07, 08, 02, 05 and 09 on condition they normally supervise other employees.

7.0 Enforcement

The primary method of enforcement of this agreement shall be pursuant to the grievance and arbitration provision of the parties' collective agreement. However, should the collective agreement not be in operation or applicable to the dispute, either party shall have the right to refer to final and binding arbitration any differences between the parties arising from the interpretation, application, administration or alleged violation of this Voluntary Recognition Agreement, including any question as to whether a matter is arbitral.

The arbitrator shall have all of the powers of an arbitrator pursuant to section 44 of the Ontario Labour Relations Act or the Arbitrations Act as the case may be.

Subject to the conditions of this Agreement, if a mediator or arbitrator is not appointed within 30 days of a matter being referred to mediation and/or arbitration, either the Society or Ontario Hydro shall have the right to refer the matter to the Minister of Labour or the Chief Justice of the Ontario Court of Justice and the Minister or Chief Justice shall appoint a mediator and/or arbitrator.

8.0 Selection of Mediators and Arbitrators

Mediators and arbitrators shall be selected from a list of mutually acceptable persons which are to be set out in the collective agreement and the costs of using them will be shared equally by Ontario Hydro and the Society.

9.0 Duration

The agreement shall come into effect on the date of ratification and shall remain in effect thereafter except for section 4.0 and 5.0 which may be terminated by written notice by either party not less than six months prior to the expiry of the collective agreement in operation on January 1, 2001 or any subsequent collective agreement. In the event that the Society provides notice of termination of sections 4.0 and 5.0, Ontario Hydro may require that the supervisors defined in this agreement form a separate bargaining unit for which the Society shall be recognized as the bargaining agent and for which there shall be a separate collective agreement. In addition, the Society shall continue to be recognized as the bargaining agent for non-supervisory staff defined in this Voluntary Recognition Agreement. Disputes on the identification of supervisors shall be submitted to a mutually-acceptable arbitrator for settlement. If the parties fail to agree to appoint an arbitrator, either party may refer the matter to the Minister of Labour or the Chief Justice who shall appoint an arbitrator. If Ontario Hydro provides notice of termination of sections 4.0 and 5.0, it shall continue to recognize the Society as representing all employees in one bargaining unit per this Voluntary Recognition Agreement and ensuing collective agreements.

In the event that either party desires to amend this agreement on or after January 1, 2001, it must notify the other party in writing not less than six months prior to the expiry of the collective agreement in effect on January 1, 2001 or thereafter six months prior to the expiration of any subsequent collective agreement. In such circumstances the parties will have the right, if either party so chooses, to appoint a mutually-agreeable mediator for the purpose of reaching a settlement of the issues and where there is mutual agreement the mediator shall arbitrate outstanding matters in dispute.

Notwithstanding the above, the parties may mutually agree to amend this agreement at any time.

10.0 Federal Jurisdiction

In the event that nuclear workers are found to be covered under the Canada Labour Code and the Society applies to represent these employees, Ontario Hydro will not oppose certification for any employee represented by the Society under this agreement.

11.0 Ratification

The Society Executive recommends acceptance of this agreement to its members and the agreement shall become effective upon the date of ratification. Persons eligible to vote will include all employees who will be represented by the Society under this Voluntary Recognition Agreement. The vote will be conducted by secret ballot.

12.0 Effective upon the date of ratification or as soon as reasonably practical, Ontario Hydro undertakes to make available to those employees excluded under 1.0(c) and 1.0(d) an enhanced Redress Procedure for Management Function staff, which includes the right to representation of their choice, and as a final step in the process, to binding arbitration by an external third party acceptable to the employee and to Ontario Hydro.

13.0 Until the terms of a first collective agreement are reached, Ontario Hydro agrees to adhere to the terms and conditions of employment found in the existing Master Agreement, Subsidiary Agreements and Memoranda of Understanding with respect to the agreed upon bargaining unit. Applicable sections of the Manual of Human Resources Policies and Procedures will act as a supplement to the aforementioned joint documents.

14.0 Effective the first month following the date of ratification, Ontario Hydro shall deduct dues from each employee in the unit and remit this amount to the Society forthwith.

This agreement was arrived at with the assistance of and under the auspices of George Adams as mediator.

[signed by C. Cragg for W. Hirst (Society) and W.S. O'Neill (Ontario Hydro), November 13, 1991.]

Schedule A

Memorandum of Understanding for a Framework Agreement

Ontario Hydro and the Society of Ontario Hydro Professional and Administrative Employees agree as part of the Voluntary Recognition Agreement to be found by the following principles and practices and agree that the negotiation and operation of all collective agreements ensuing from the Voluntary Recognition Agreement will be in accordance with this memorandum unless otherwise mutually agreed.

1.0 Society Interests vs. Corporate Interests

The object of this agreement is to promote harmonious relations between employer and employees consistent with the preamble of the Ontario Labour Relations Act and in recognition of the need for the successful accomplishment of the public purposes for which Ontario Hydro has been established as set forth in the Power Corporation Act and enunciated in the Corporate Direction.

The objective of the parties is to facilitate the peaceful adjustment of salaries and benefits, working conditions, issues of fair treatment, all disputes and grievances, and to prevent inefficiencies and avoidable expenses and to reduce unnecessary delays.

Ontario Hydro's mission is to contribute to the enhancement of the quality of life of the people of Ontario by serving their energy needs. The Society's mission is to strive to ensure the best rewards, career opportunities and working conditions for its members. The Society recognizes a responsibility for providing an essential service to the people of Ontario and in working towards the continued viability and continuity of Ontario Hydro as the provincial electrical utility. Both parties recognize the fundamental importance of service to the Corporation's customers.

The parties recognize that situations may arise where their missions, objectives, or actions come into conflict. These conflicts may impact on the bargaining unit and particularly on supervisory employees represented by the Society. The parties agree that supervisors will be able to participate fully as members and perform supervisory responsibilities without fear of reprisal or recrimination by either party.

Provided nothing in this Framework Agreement is intended to interfere with the exercise of lawful economic sanctions by any member of the bargaining unit or bargaining units as the case may be or by the Society itself should either party to the agreement elect to terminate sections 4.0 and 5.0 of the Voluntary Recognition Agreement.

2.0 Collective Agreement

The collective agreement between the parties will include sections 1.0, 2.0, 3.0, 4.0, 5.0, 6.0, 8.0 of the Voluntary Recognition Agreement, in addition to section 1.0 of Schedule A and the principles set out in sections 3.0 to 7.0 as noted below.

3.0 Supervisory Employees - Code of Ethics

Ontario Hydro agrees to include supervisory employees in the bargaining unit on the condition that the parties recognize that supervisory employees will continue to exercise key functions in the control and operation of Ontario Hydro. As members of Ontario

Hydro's managerial staff, supervisors use judgment to express and make operative the decisions of Management. They are responsible for fostering a healthy work environment. The parties recognize the responsibility of supervisors to discharge their supervisory duties in good faith. The Society and Ontario Hydro will identify, minimize and/or avoid the conflicts/perceived conflicts of interest that may arise concerning the relationship between supervisors, the Society and Ontario Hydro.

It is recognized that supervisory employees may be disciplined for failure to act in good faith as a representative of Management and fulfilling their responsibilities including abuse of supervisory position and breach of trust.

3.1 Grievance Procedure

The collective agreement will have a grievance procedure which will recognize:

- access by either party for disputes arising from the administration of the Collective Agreement and from the application of section 1.0. If such disputes proceed to arbitration, the arbitrator will consider the principles contained in section 1.0;
- the role of supervisors in resolving disputes before they reach the formal procedure;
- that the Society agrees not to discriminate against supervisors who represent Management in Society grievances;
- that the Society will exclude supervisors directly involved in a particular grievance from the decisions on the referral of the grievance through the formal process;
- that supervisors will not act on behalf of the Society in matters associated with a particular grievance where the grievance has been lodged by another member(s) who reports to the particular supervisor.

4.0 Representation on Corporate Committees

The collective agreement will recognize the roles and responsibilities of appointees to committees and task forces, i.e., as a representative of Management on the one hand, and the Society, on the other. When an employee represented by the Society is appointed by Management, his/her responsibility is to Management. When he/she is appointed by the Society, his/her responsibility is to the Society. This role distinction should be made clear at the time of appointment. Notwithstanding the above, and in keeping with section 3.0, Management will endeavour to appoint its representatives having regard to the Society's interests in effective representation.

5.0 Selection of Supervisors

The collective agreement will incorporate the existing practices for selecting the "best qualified candidate" in filling supervisory positions.

6.0 Membership in the Society

The Society agrees to permit members to withdraw membership in the Society.

7.0 Dues Deduction (Rand Formula)

The collective agreement will provide for Society dues, as prescribed by the Constitution, or an equivalent amount, to be deducted monthly (or more frequently if agreed) by Ontario Hydro by compulsory payroll deductions from all Society-represented employees and to be forwarded to the Society on their behalf with a list of appropriate employee information.

The Society confirms it will respect the provision of section 47 of the Ontario Labour Relations Act with respect to bona fide religious convictions or beliefs.

(signed by C. Cragg for W. Hirst [Society] and W.S. O'Neill [Ontario Hydro], November 13, 1991)

Appendix V- Re: Peak Demand Hour Arrangements

The following are definitions and guidelines for the implementation of peak demand hour arrangements.

Definitions

Normal Work Week: For purposes of this Article, a normal work week will mean the total of the standard hours normally worked during a pay period, outside of the peak work load periods.

Normal Hours: Normal hours worked outside of a peak work load period (as per Article 70).

Peak Work Load Period(s): One or more periods during the year in which the expected magnitude or nature of the work to be performed reasonably requires employees to work more than their normal work week, and/or hours different from their normal hours. Peak work load periods may be the result of a need to minimize equipment downtime, or other factors which are expected to occur every year.

Peak Demand Workers: Employees who are likely required to work more than their normal work week, and/or hours different from their normal hours during peak work load periods, and less than their normal work week during other periods of the year.

Intent

- a) Peak demand workers may be required to work normal hours, or scheduled hours on a work and/or shift schedule which are different from their normal hours, and which, in total, may exceed their normal work week during peak work load periods. Scheduled hours worked in excess of the normal work week will be “banked” and taken as time off (consistent with the conditions outlined in this Appendix), during periods of the year when the work load may not require all of the normal hours available.
- b) Work and/or shift schedules, and all other administrative matters regarding the hours of work for peak demand workers will be determined within the business unit, subject to the conditions contained in this Appendix.
- c) The design of work and/or shift schedules and other hours of work arrangements will give consideration of the requirement to perform work in the most effective, efficient and safe manner.
- d) The design of work and/or shift schedules and other hours of work arrangement will give consideration of the need to maintain good working relationships within the affected group and the relativity to other employees not covered by this Appendix.

Conditions

- a) The peak work load periods will be declared prior to the start of the year for the entire year. The declared peak work load periods for the year will not be less than four weeks’ cumulative duration (or normal conditions for the employee will apply). The declared peak work load periods will not exceed 26 weeks of the year cumulative duration. For purposes of this Appendix, the year may be any designated fiscal year which will not be changed for the work group once established.
- b) Peak demand workers may be assigned to normal hours, work and/or shift schedules that average more than the normal work week during the declared peak work load

periods. Other articles in this collective agreement regarding shift work, hours of work, and standard hours do not apply during declared peak work load periods, except:

- Articles 60.3, 61.4, 62.2 and 62.3 regarding shift allowance for work schedules on weekends, and nights; and
 - special conditions for 12 hour shifts as per Article 62.6.
- c) Management will strive to provide at least seven days' notice of an assignment to a work or shift schedule that requires work outside of normal hours during the declared peak work load periods. However, any hours worked outside of normal hours without at least three days' notice will not be considered scheduled work for purposes of this Appendix.
- d) Work performed outside of scheduled hours is overtime and will be compensated at the appropriate overtime rate(s).
- e) During the declared peak work load periods, an amount equal to the number of scheduled hours worked each week in excess of the normal work week will be "banked". The banked time will be taken as time off at straight time during times of the year outside of the declared peak work load periods, subject to meeting work requirements. When possible, the time off will be scheduled by mutual agreement between the employee and Management. If work requirements have prevented an employee from taking his/her "banked" time off, the time remaining will be compensated as follows: for positive balances in the time bank remaining at the end of the year, the employee will receive payment at time and one-half for 50% of the hours and double time for the balance.
- f) An employee's base wages will be maintained throughout the year, regardless of the number of scheduled hours worked per week during the declared peak work load periods, or hours taken off at straight time from the time balance "bank" during other periods of the year.
- g) The design of work and/or shift schedules used during the declared peak work load periods will be flexible to meet work requirements and consistent with the limitations of the appropriate legislation. Specific rules to be adopted for the design of work and/or shift schedules for peak demand workers may include:
1. The length of a scheduled shift or extended work day cannot exceed 12 hours.
 2. No more than 48 hours of work may be scheduled (i.e., exclusive of overtime) in a week.
 3. The start of a scheduled shift or work period must be at least 24 hours following the start of the previous scheduled shift or work period.
 4. At least eight hours of time off will be provided between work periods including overtime.
 5. Although the content, preparation, costing and administration of work and/or shift schedules is the sole responsibility of the corporation, the preference of the majority of peak demand workers to be assigned in the affected work group will be considered in designing the work and/or shift schedule.
 6. Every attempt will be made to assign employees from those in the appropriate work group, to a work and/or shift schedule under this Appendix, on a voluntary basis. However, in the absence of sufficient qualified volunteers, the corporation may assign specific individuals to perform the work.

Appendix VI - Guidelines for Applying Burkett Overtime Award

As a result of continuing questions concerning the Burkett overtime award, the Society and Ontario Hydro have agreed to issue these guidelines to assist local representatives in interpreting this award.

Employees found eligible for compensation under this award are entitled to receive compensation equivalent to PWU overtime premiums for all overtime worked, retroactive to January 1, 1993. This entitlement applies to all PWU overtime premiums, including double time Saturdays, double time for all work performed outside of their first four clock hours after normal quitting time Monday to Friday inclusive and minimum payments for emergency and scheduled overtime. It does not apply to travel time outside of normal scheduled hours.

To determine compensation eligibility under this award:

First, determine which employees are eligible to receive the PWU equivalent overtime premium. A list of eligible employees should be developed locally using the statement of intent in Part A and the employee eligibility guidelines set out in Part B. Local Society representatives should be involved in developing the list of eligible employees to minimize the possibility of disputes.

Second, decide whether an employee deemed eligible in step one will be compensated with PWU equivalent overtime premiums on an on-going or on an assignment-by-assignment basis. This decision is Management's prerogative. If the decision is made to compensate on an assignment-by-assignment basis, the guidelines set out in the statement of intent in Part A and the guidelines in Parts C and D should be followed to determine when an eligible Society-represented employee qualifies to receive the applicable PWU equivalent overtime premium. Local Society representatives should be involved in the development of local adaptations of these guidelines to ensure fair and consistent employee treatment and to minimize disputes.

Part A - Intent of the Award

The intent of the award is to correct the internal "relativity rub" that arises when Society-represented staff are required to directly supervise or work beside PWU-represented employees performing overtime work in a field environment or facility while receiving less providential overtime provisions than these employees. It is not intended to address internal relativity problems other than those that specifically arise when members of both employee groups work overtime.

Part B - Conditions of Employee Eligibility

1. The following conditions must be satisfied before an employee is eligible to receive award compensation:
 - a) an employee must work in a field environment/facility (=“field condition”);
 - and
 - b) he/she must directly supervise or work beside PWU-represented employees (=“interface condition”).

2. To meet the “field condition”, an employee must be “directly involved in the operations, maintenance or construction of production, transmission, or distribution facilities”.
3. “Head office” refer to non-production, non-transmission or non-distribution facilities and, as of January 1, 1993, includes the following locations: 700 University, 393 University, Murray Street, College Park, Place Nouveau and the Atrium. When performing overtime work at these locations, employee do not meet the “field condition”. Local Society and Management representatives should assess whether or not employees, when performing overtime work at other locations, meet the “field condition” on a case-by-case basis, by examining the nature of the employee’s work in light of the statement of intent in Part A and the guidelines contained in this section. In the event of disagreements, the matter should be referred to the Issues Team.
4. Employees whose regular work headquarters are “field” locations (i.e., those *not* included under guideline #2 above) and who train PWU-represented staff meet the “field condition”. Employees who satisfy this condition include those who work at the Orangeville C&D Centre and the Nuclear and Thermal training centres.
5. Employees whose overtime work at their regular work headquarters does not meet the “field condition” (e.g., head office staff) shall be deemed to meet this condition for overtime work performed at “field” locations when they directly supervise or work beside employees involved in the operation, maintenance or construction of production, transmission or distribution facilities (e.g., research, telecommunications or information systems work performed at stations).
6. Employees “work beside” PWU-represented staff if they work at the same time as PWU-represented staff on the same projects/task assignments and this is a normal feature of their work and necessary to carry out their job responsibilities (e.g., P&C Engineers). To determine employee eligibility in this regard, the nature of the Society-represented employee’s job responsibilities, rather than the frequency of his or her actual contact with PWU-represented staff, should be the primary consideration.

Part C - Conditions That Trigger Award Compensation

(Management has the discretion to compensate employees who are deemed eligible under Part B above with the equivalent to PWU overtime premiums on an on-going or on an assignment-by-assignment basis. If Management chooses to compensate on an on-going basis, the sole condition that must be satisfied for award compensation to trigger is the eligible employee’s performance of overtime work. If Management chooses to compensate on an assignment-by-assignment basis, then the guidelines below apply. NB. An individual guidelines does not stand alone: all conditions set out in this Part must be satisfied before an eligible employee qualifies for award compensation.)

1. Both the Society-represented employee and the PWU-represented employee whom he/she supervises or works beside must be on overtime. Example: if a Society-represented employee who normally works days Monday to Friday works on a Saturday with a PWU-represented employee who is working on his/her normal scheduled shift (and does not work beyond the scheduled hours), the Society-represented employee does not qualify for award compensation.
2. Award compensation applies to the period of time when the Society-represented employee is “rubbed” by an unfavourable overtime premium differential. Example: if a Society-represented employee who normally works days Monday to Friday works on a Saturday

from 7:00 am to 3:00 pm with a PWU-represented shift employee (for whom the Saturday is a scheduled work day) whose shift ends at 7:00 am but who continues to work (on overtime) until 3:00 pm, the Society-represented employee qualifies for double time from 11:00 am until 3:00 pm, i.e., when the PWU-represented employee received double time for overtime work.

3. The presence of a Society-represented employee for the overtime in question must be necessary for the work to progress (i.e., if the employee was not there, then the task could not proceed). In most cases, this condition is met if the other conditions set out in the Part are also satisfied.
4. A direct supervisory or "working beside" interface must exist between Society-represented and PWU-represented employees during the overtime in question. The mere presence of a PWU-represented employee on overtime at the same location and at the same time as a Society-represented employee is working overtime does not trigger the award. Example: if a number of eligible Society-represented supervisors work overtime at the same time as PWU-represented employee works overtime, only the supervisor to whom the PWU-represented employee reports during the overtime in question qualifies for award compensation.

Part D - Clarifications

1. Even if only one PWU-represented employee is on overtime for a particular assignment, and the other (PWU-represented) members of his/her crew or task group are not, assuming the other conditions are met, the Society-represented employee on overtime with him/her qualifies for award compensation.
2. Normal shift turnover work of less than 30 minutes does not qualify for coverage under this award, but rather is compensated in accordance with Article 62 ("Shift Turnover") in the Collective Agreement. Shift turnover work of 30 minutes or longer performed outside of normal working hours, however, as well as work other than shift turnover work an employee is required to perform prior to normal starting time are eligible for compensation under this award provided that: a) the employee directly supervises or works beside a PWU-represented employee; and b) both are on overtime; and c) an overtime premium rub exists.

(dated February 28, 1994)

Appendix VII - Default Units of Application

(See Article 64.10.1.5)

<i>Divisions (Default)</i>	<i>Business Unit (Default)</i>
-Stations & Operations -Lines & Forestry -Remote Communities	<i>Operations I</i>
-Planning -Construction / Project Management -Engineering Services	<i>Operations II</i>
-Customer Service -Corporate Relations (Corporate Affairs, External Relations, First Nations & Metis Relations)	<i>Customer & Corporate Relations</i>
-IT (Corporate Projects, Enterprise IT, Power System IT) -Security -Hydro One Telecom	<i>Technology & CIO</i>
-People & Culture, Health, Safety & Environment	<i>People & Culture / Health, Safety & Environment</i>
-Finance (Corporate Finance, Treasury & Risk, Audit, Pensions, General Council, Business Planning, Corporate Tax, Regulatory Affairs, Corporate Controller) -Shared Services (Fleet, Supply Chain, Facilities & Real Estate, Outsourced Services)	<i>Finance (CFO) / Shared Services / Internal Audit / General Council / Investment & Pension / Treasury & Risk</i>

**Appendix VIII - Side Letters
1999-2000 Negotiations**

December 4, 1998

Mr. John Wilson, President
The Society of Ontario Hydro Professional and
Administrative Employees
525 University Avenue, Suite 630
Toronto, Ontario
M5G 2L3

Dear Mr. Wilson:

This will confirm certain understandings reached during collective bargaining, concerning the Pension Plan:

- a) The employees represented by the Society constitute a separate class within the Ontario Hydro Pension Plan;
- b) The committee established as a result of the Memorandum of Settlement for the 1997-1998 Collective Agreement shall continue to have access to reasonable pension plan and pension fund information, which shall include reasonable information related to the allocation and transfer of pension funds from the Ontario Hydro Financial Corporation Pension Plan to a successor pension plan as contemplated by S. 100 of the *Energy Competition Act*. Prior to its publication, the committee will review any brochure, which provides a summary of the pension plan and any specific provisions and entitlements of the Society pension class;
- c) In the event of a division of the Ontario Hydro Pension Plan into two or more successor pension plans, the provisions of this letter are applicable in respect of each successor pension plan.
- d) The employer confirms it remains responsible in respect of all rights and benefits under Article 88 of the Collective Agreement.

Yours truly,

Steve Strome
Vice President, Labour Relations,
Compensation & Benefits

December 4, 1998

Mr. John Wilson
President
The Society of Ontario Hydro Professional and
Administrative Employees
525 University Avenue, Suite 630
Toronto, Ontario
M5G 2L3

Dear Mr. Wilson:

Hiring Hall Agreement

This letter will confirm the intent behind the Hiring Hall Agreement (“Appendix”), as previously communicated by Richard Sogawa.

During the negotiations the Management Team guarded against impacts on Society positions by ensuring that:

- The position of Sub-Foreperson aligned with the PWU UTS III position;
- The position of Foreperson aligned with the PWU UTS II position;
- The position of Senior Foreperson aligned with the PWU I position;
- PWU members acting as General Forepersons (those which are Society positions) can only do so for less than 3 months. After that time they must become Society dues paying members.

Yours truly,

Steve Strome
Vice President, Labour Relations,
Compensation & Benefits

Appendix IX -

**Designation of “Society Representative” Contact Persons/Decision-makers
in the Society-Hydro One Collective Agreement**

February 15, 2013

Mr. Jon Rebick
Vice-President Labour Relations
Hydro One

Dear Jon:

As you are aware, the Society-Hydro One collective agreement contains numerous references to “Society Representative” or “local Society Representative” as the Society contact person and/or approval authority for the administration of various processes under this agreement without specifying whether the reference is to the local Society Delegate or to the applicable Society Unit Director (e.g. Section 65.3). In some cases, this has led to confusion for local line management and to misunderstandings between the parties.

To avoid these problems in the future, this is to provide Hydro One with formal notice that in all cases references to “Society Representative” or “local Society Representative” as the Society contact person/decision-maker in the collective agreement should be read as referring to the applicable Society Unit Director unless the Society Hydro One LVP or the applicable Society Unit Director has provided the employer with written notice to the contrary for specific circumstances.

Please note that this designation in no way diminishes or detracts from the entitlements of Unit Directors and/or other Society representatives under the collective agreement including, but not limited to, in Articles 39, 88, 91 and 93.

If you have any questions or wish to discuss this matter further, please do not hesitate to contact me. Thank you.

Sincerely,

Keith Rattai
Society Local VP-Hydro One

PART XVI - LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING #1

Re: Society-MCP Boundary Issues

Intent

This LOU seeks to clarify employee rights during the operation of Article 64 related to positions at or near to the boundary between the Society and MCP and provide an equitable means for employees to participate in competitions or a mix and match and follow their work where it has been transferred in or out of the Society's jurisdiction as a result of a reorganization. It is not intended to provide enhanced employment continuity rights in comparison to employees whose work has not changed jurisdiction.

The Problem

1. Position X is in the old organization and is in the Society. The duties change very little in the new organization but the change is sufficient to alter the jurisdiction of the position (e.g., the span of supervision and control is expanded and there will be more Society direct reports).

Under the current rules the Society-represented employees currently in position X will not be permitted to compete for the position in the new organization during a mix and match.

2. There is a converse of 1. Position Y is currently excluded from the Society (i.e., MCP). In the new organization the position is substantially the same but the jurisdiction of the job will move to the Society's jurisdiction. Once again, the change is minimal (e.g., there is reduced supervision and fewer or no Society direct reports).
3. Position Z is being formed in the new organization. It appears that it will be excluded/included but there is uncertainty about some factors (e.g., the number of direct reports). Therefore, the jurisdiction is uncertain and may eventually change.

In this case, Management could make an arbitrary designation as excluded and the Society could challenge the designation later. If Management were to do this, then the Society-represented employees would not be able to compete for the position during a mix and match process. If the ultimate jurisdiction was within the Society, it could be that the selection process would have to be repeated.

If Management were to designate the position as included in the Society then MCP would be excluded from a mix and match process. A similar result could occur, if the jurisdiction were to subsequently change.

The Solution

A joint process for identifying positions X, Y and Z will be established as follows:

1. Management will identify the X, Y and Z positions and identify the employees who could be adversely affected. The Society will have approval/veto rights. (Note: This is intended to ensure X, Y and Z positions are legitimate and not intended to increase the opportunities for MCP employees or reduce the opportunities for Society represented employees to exercise their seniority rights in the mix and match process.)
2. Category X - These positions will be filled in the MCP mix and match or advertised Hydro One-wide using the normal vacancy process if not filled in the mix and match. Society

represented employees identified under paragraph 1 will be treated equally to MCP employees during a mix and match but may only be selected for Position X. If the position is advertised Hydro One-wide then the employee will be treated preferentially (i.e., be granted the same priority as surplus MCP) for the specified position only. If the employee is not selected, then the employee can exercise all of his/her normal rights under Article 64. Where the employee is not selected for the position, the Society and the employee will be advised of the selection criteria and provided with reasons for non-selection.

3. Category Y - These positions will be filled in the Society mix and match or advertised Hydro One-wide using the normal vacancy process if not filled in the mix and match. MCP employees identified under paragraph 1 will be treated equally to Society employees during a mix and match but can only be selected providing they meet the senior qualified criteria for Position Y (i.e., such employees cannot be placed in any other position or displace Society-represented employees). If the position is advertised Hydro One-wide, then the employee will be treated preferentially (i.e., be granted the same priority as surplus Society) for the specified Y position only. If the employee is not selected, then the employee will be treated similarly to other MCP staff in all other respects and have no additional rights.
4. Category Z - The parties will attempt to reach consensus on the jurisdiction of the position based on all available information (which will include an organization chart showing reporting relationships, selection criteria, and description of duties) prior to the selection process. Where consensus is not reached, Management will determine the jurisdiction and the Society will have the right to grieve.
5. The rights of the Society to grieve the jurisdiction of positions are unaffected by agreements reached under this process.
6. This Letter of Understanding expires March 31, **2019**.

(Original version signed by Steve Strome for Hydro One and Keith Rattai for the Society, January 2003. Revised to update acronyms effective April 1, 2013).

LETTER OF UNDERSTANDING #2

Re: Expediting Redeployment Grievances and Arbitrations

The undersigned Parties agree as follows:

Complaint and Grievance Procedure

1. This agreement applies to grievances arising from the administration of Employment Continuity provisions of the Collective Agreement (Article 64.1.2), including the redeployment process in each Unit of Application, non-selection to positions in the mix and match and non-selection of employees entitled to priority placement in the search/notice period, and to decisions of JROTs.
2. Except as specified in this agreement, all provisions and practices established in relation to the Complaint and/Grievance/Arbitration Procedure apply to these grievances.
3. An employee's complaint must be submitted no later than 20 working days after completion of the Mix and Match, e.g. final approval of the JRPT Second Report or equivalent, the JROT decision, or the selection process that includes the decision he or she feels is unfair.
4. At Step 1 of the grievance procedure, the Society will submit complaints within the scope of this agreement to the relevant JRPT, JROT, and/or line management through Labour Relations Strategy Division. Management and The Society will be given 10 working days to attempt to resolve the grievance. The Society's position on the grievance is not prejudiced by that of Society members of JRPTs or JROTs.
5. Failing resolution at Step 1, The Society may advance the grievance to Step 2 of the grievance procedure within a further 10 working days.
6. The Parties will appoint regular and backup members to at least one Standing Redeployment Grievance Team, which will act as a Second Step Grievance Committee according to the terms of the Collective Agreement. The Committee will meet within ten days of a grievance being filed to attempt to resolve the grievance.
7. Failing resolution at Step 2, The Society may refer the grievance to arbitration within 20 working days. The Parties will designate and retain one arbitrator for grievances under this agreement.

Arbitration

8. The parties will review case by case the appropriateness of the following expedited arbitration process for grievances arising from the Expedited Redeployment Grievance process.
9. Mr. Joseph W. Samuels, or another arbitrator acceptable to the parties, will be retained as arbitrator for Employment Continuity grievances and he will be asked to deal with agreed-upon cases according to the terms of point 10, below. The arbitrator shall control the proceedings and retain jurisdiction to require further submissions of fact or argument as he deems necessary to determine the matter.
10. The expedited arbitration process will require the following:

- ◆ each grievance can be heard on one day, more than one grievance may be scheduled per day subject to the arbitrator's direction.
 - ◆ the parties will prepare and sign a Joint Statement of the facts giving rise to the dispute, the facts in dispute (to the extent practicable), and any agreement as to the issues to be decided by the arbitrator. The Joint Statement must be developed prior to scheduling the hearing date.
 - ◆ each party will present three copies of a Case Statement at the outset of the hearing. The Case Statement will state the issues to be determined, the facts on which the party relies, and a summary of the position of the party, supported by documentary exhibits and references to the Collective Agreement, jurisprudence or other authorities.
 - ◆ witnesses may be called where the arbitrator rules that there is a material factual dispute and determines which parts of the evidence sought to be called appear relevant and material to the determination of the grievance. Witnesses will be under oath and subject to examination and cross-examination.
 - ◆ oral argument will be limited to the position of the party set out in the Case Statement and the rebuttal of the other party's argument.
 - ◆ the arbitrator will determine the matter as soon as possible, with a written decision issued to the parties within ten working days of the hearing date. Failure to meet a time limitation under this process will be deemed a technicality that does not invalidate the proceedings or the award.
11. Where the parties do not agree that a case is appropriate for this procedure, it will be dealt with by the same arbitrator as a conventional referral to arbitration.

(signed by B.R. Story and M. Germani - June 13, 1995)



LETTER OF UNDERSTANDING #3**Re: First Line Management Supervisory Positions (TMS)**

The parties agree to maintain commitments with respect to the jurisdiction of First Line Management Supervisory positions (TMS) as set out in the following Letters of Understanding, which are in other respects terminated as complete:

- (a) Implementation of the Retail Systems Agreement (August 16, 1995);
- (b) The Implementation of the Grid System Agreement on TMS (January 30, 1996);

(Signed by Steve Strome for Hydro One and John Cameron for the Society, March 2001).

LETTER OF UNDERSTANDING #4**Re: Allocation of Society Staff to Ontario Hydro Successor Companies**

All employees of Ontario Hydro on payroll at December 2, 1998 were allocated to the successor companies/bargaining units: OPGI Non-Nuclear, OPGI Nuclear, OHSC (now Hydro One), IMO (now IESO), ESA.

In certain cases, one successor company/bargaining unit ("service provider") continued to provide a service to one or more successor companies/bargaining units ("service recipient"), after the de-merger of Ontario Hydro (April 1, 1999). In these situations, management determined the number of FTEs required to provide the service, in consultation with the Society.

The employees allocated to positions providing the service shall be subject to the following:

1. If the service arrangement is later terminated, a number of employees equivalent to the number of FTEs identified above shall be allocated to the service recipient on the basis of seniority and preference, subject to work unit viability and reasonableness as in paragraph 2 above.
2. An employee who does not wish to resign employment with the service provider may remain with the company/bargaining unit subject to applicable redeployment provisions of the Society's Collective Agreement with that company/bargaining unit.
3. An employee who is offered a position under this subsection shall be entitled, as an employee of the service recipient, to relocation assistance on such terms as it exists in the collective agreement that applies to the receiving organization at the time of reallocation under this section.

(Original version signed by Steve Strome for Hydro One and John Cameron for the Society, March 2001. Revised to update acronyms effective April 1, 2013).

LETTER OF UNDERSTANDING #5

Re: Reclassification of 40-Hour FLM Jobs That Primarily Supervise Non-Trades

Without prejudice and without creating a precedent regarding any other matter, the undersigned parties agree as follows:

1. This Letter of Understanding is intended to address, on an interim basis¹, the problem of appropriately evaluating First Line Manager (FLM) jobs with regularly scheduled hours of work of forty hours per week that exclusively or primarily² manage³ non-tradespersons⁴ under the Trades Management Supervisor (TMS) job evaluation plan.
2. This agreement applies to incumbents in the Customer Service FLM, the Distribution FLM - Remote Communities Shift Manager jobs and FLM – Field Technical Services ("included jobs"). The incumbents in these jobs as of the date of signing of this agreement are listed in Appendix A. The Society and Hydro One may mutually agree to extend the application of this Letter of Understanding to other jobs consistent with the intent expressed in paragraph 1.
3. The included jobs will be reclassified MP4 and paid off of salary schedule 01 effective the date of signing of this Letter of Understanding. While these jobs remain on salary schedule 01, incumbents will have all rights under Plan A until such time as the parties have agreed on a replacement job evaluation plan.
4. Employees shall be given "point to point" (i.e., as if placed at the same performance standing at the MP4 salary grade) retroactive compensation for the period they were incumbents in the jobs listed in paragraph 2 between January 1, 1999 and the date of signing of the Letter of Understanding.
5. The regularly scheduled hours of work per week for incumbents in included jobs shall be 40 hours.⁵ For the purposes of these jobs only, salary schedule 01 applies to 40 hours per week. As a result, regularly scheduled hours between 35 and 40 hours per week will not be paid on a pro-rated basis.
6. Management shall expeditiously produce job documents for included jobs reflecting the changes agreed to in this Letter of Understanding. These documents shall provide management with the flexibility to assign incumbents to supervise different employee classifications (e.g., trades, clerical-technical, operators) as required. This provision is without prejudice to whether or not this reassignment creates an "adverse impact" within the meaning of Article 64 of the Collective Agreement.
7. Except as expressly modified by this Letter of Understanding, all provisions of the Collective Agreement shall continue to be applicable.
8. This Letter of Understanding shall remain in effect until the earlier of when the parties reach agreement of a new job evaluation plan (pursuant to Section 30.5 of the Collective Agreement) or December 31, 2000. If no agreement on a new job evaluation plan is reached by December 31, 2000, this Letter of Understanding shall continue in effect thereafter subject to termination by either party on 90 days' written notice.

- 1 "Interim" means until agreement is reached on a new job evaluation plan pursuant to Section 30.5 of the Collective Agreement.
- 2 "Primarily" means that normally more than 50% of time is spent managing non-tradespersons.
- 3 In this Letter of Understanding, "manage" is used in the context of the continuation of the jurisdictional commitments given in LOU #3.
- 4 "Tradespersons" means those recognized as such under the PWU-Hydro One Collective Agreement.
- 5 For the sake of clarity, Article 69 of the Collective Agreement ("Reduced Base Hours - 40 Hour Workers) applies to incumbents in these jobs.

(Signed by Steve Strome for Hydro One and John Wilson for the Society, July 14, 1999).

LETTER OF UNDERSTANDING #6

Re: Process for Updating the Hydro One Drug Formulary

A. New Drugs Requiring a Prescription By Law

1. New "generic substitutes" for "name brand drugs" already listed on the Formulary will automatically be added to the Formulary as soon as they are approved for use in Canada.
2. New "strengths/dosages/forms" for drugs listed on the Formulary will automatically be added to the Formulary as soon as they are approved for use in Canada.
3. Out-of-country drugs with the same chemical base as drugs listed on the Formulary will be covered on the same basis as their Formulary equivalent.
4. The Chief Physician (or other employer-designated decision-maker) shall review all drugs that have been newly approved for use in Canada and advise the employer whether the drug is commonly and customarily recognized throughout the physician's profession as appropriate in the treatment of a patient's diagnosed sickness, injury or condition. The employer will make all reasonable efforts to make this determination as soon as possible after the drug has been approved for use in Canada. When a drug is deemed by the Chief Physician (or other employer-designated decision-maker) to meet this criteria, the drug shall be added to the Formulary.
5. Any drug on the Formulary that is no longer approved for use in Canada will automatically be deleted from the Formulary effective the date federal approval is withdrawn.

B. Over-The-Counter (OTC) Products

1. A new OTC product that falls into the following categories:
 - (a) considered life sustaining;
 - (b) different strengths or repackaging of life sustaining products already on the Formulary (same product/same company);
 - (a) products already on the Formulary whose DINs may have changed as a result of a company takeover or reorganization shall be reviewed by the Chief Physician (or other employer-designated decision-maker). The Chief Physician (or other employer-designated decision-maker) will advise the employer whether: a) the OTC product is commonly and customarily recognized throughout the physician's profession as appropriate in the treatment of a patient's diagnosed sickness, injury or condition; and, b) Best Average Pricing (i.e. Manufacturer's wholesale price to the carrier) is available for the product. When the OTC product is deemed by the Chief Physician (or other employer-designated decision-maker) to meet this criteria, the product shall be added to the formulary.

When Best Average Pricing information is not available for an OTC product, a paper claim will be reimbursed subject to determination by the Chief Physician (or other) employer-designated decision maker) that there

is no reasonable alternative product on the existing formulary and that the product is commonly and customarily recognized throughout the physician's profession as appropriate in the treatment of a patient's diagnosed sickness, injury or condition.

C. MISCELLANEOUS

1. The Corporation agrees to provide the following to The Society: a full and complete copy of the list of new drugs approved for use in Canada, as received from the Carrier (usually monthly); a list of (prescription and OTC) items added to the Formulary (including, where applicable, what country it applies to); and, upon written request from The Society, a written rationale for not including a drug on the formulary
2. Notification of the employer's decision to not add a drug to the Formulary, and any ensuing discussion with respect to the employer's rationale for not doing so:
 - Shall not be deemed to trigger timelines under Article 16 of the Collective Agreement;
 - Shall be without prejudice to The Society's position with respect to whether the drug meets the "reasonable and customary" standard; and,
 - Shall not prejudice The Society's entitlement, or the entitlement of any Society-represented employee(s), to grieve the employer's decision at a later date.

Where a timely grievance is successful, reimbursement for a denied claim shall be limited to the date of claim and retroactive additions to the Formulary shall be limited to the date of claim denial.

3. The Corporation agrees to provide The Society with an electronic copy of the complete Drug Formulary on a regular basis (calendar year).
4. The Corporation agrees to install, and update on a regular basis, the complete Drug Formulary on the Intranet.

(Signed by Steve Strome for Hydro One and John Cameron for the Society, July 11, 2000).

LETTER OF UNDERSTANDING #7

Re: Hydro One Acquisitions

Without prejudice and without creating a precedent regarding any other matter, the undersigned agree as follows:

Hydro One Inc. is engaged in the acquisition of various Utility businesses. In most cases, Hydro One Inc. intends to integrate the work force of the Utility with the Hydro One Inc. work force. This Letter of Understanding will apply to all employees the Society represents after the acquisition of the Utility or part thereof.

1. Upon acquisition of the Utility, or part thereof, and where the Society represents the employees, Hydro One Inc. shall employ in the bargaining unit all employees of the Utility (the "employees") who would typically fit within the Society's recognition clause and shall intermingle such employees and the business of the Utility with its own employees and business. Hydro One Inc. shall provide the Society with Notification of the intent to transfer employees from the Utility to the Society's jurisdiction within Hydro One. A joint review of the employees' classifications shall be conducted to assess how they fit in the bargaining unit as soon as possible and before the transfer of these employees to Hydro One Inc.
2. Where employment or location protection has been provided as part of the sale agreement, these employees ("protected employees") shall have a protected period which is the period of time beginning when the protected employee commences employment with Hydro One Inc. and ending when the first of any of the following events occurs:
 - a) The number of years of protection noted in the purchase agreement, to a maximum of 5 years, have elapsed since the date the protected employee commenced employment with Hydro One Inc.
 - b) The protected employee voluntarily obtains another position within Hydro One Inc. in accordance with paragraph 5 below.
 - c) The protected employee voluntarily retires or leaves the employ of Hydro One Inc.
 - d) The protected employee voluntarily notifies Hydro One Inc. and the Society in writing that he/she wishes to terminate his/her protected period. No such notice shall be served during any period of time when Hydro One Inc. is redeploying other members of the bargaining unit pursuant to Article 64 of the Collective Agreement or any other negotiated redeployment arrangements.
3. During the protected period, the protected employees shall not be subject to permanent transfer, displacement or any part of Article 64 of the current Society Collective Agreement.
4. Employees shall carry forward their seniority and service credit from the Utility. Employees shall accrue seniority and service credit under the Collective Agreement for all purposes under the Collective Agreement.
5. ***Employees from acquired entities will be transferred to the Hydro One Sick Leave Plan based on their ECD and will have their initial sick leave balance reduced by the amount of sick leave they have used in the last five (5) years at the acquired entity.***

6. Protected employees shall be eligible to apply for vacancies pursuant to Article 65 and shall be considered at selection priority level (f) for vacancies filled in accordance with Subsection 65.6.3 of the Collective Agreement. Protected employees shall not be given preference or priority consideration over other Society-represented employees in the filling of vacancies other than on the basis of the selection criteria set out in Article 65.
7. Any positions that are vacant prior to the acquisition and which Management intends to fill shall be advertised in accordance with the applicable section of Article 65 of the Collective Agreement.
8. No regular Society-represented employee shall be subject to Article 64 as a direct result of protected employees performing their work during the protected period.
9. Each acquisition, and a list of the associated protected employees, shall be documented on an attachment to this Letter of Agreement.

***(Signed by Jon Rebick for Hydro One and Jim Botari for the Society July 24, 2015.
Revised to add paragraph 5 effective April 1, 2016)***



LETTER OF UNDERSTANDING #8**Re: Career Edge**

Career Edge is a non-profit organization which connects university and college graduates with employers to develop marketable career-related skills to help the individual succeed in today's market place.

Society-represented employees may be utilized to mentor, train and to oversee training related assignments of Career Edge participants. It is expected that any investment of time by Society-represented employees in training and mentoring will be offset by the contributions of Career Edge participants.

Hydro One and the Society support the goal of the Career Edge program. To assist with its objectives, the parties agree to the following:

1. Participants may have an internship program of either 6, 9, 12 or 18 months.
2. Hydro One will advise the Society Office of each potential Career Edge opportunity that is within the Society's jurisdiction prior to finalizing an agreement with Career Edge.
3. Career Edge participants will not become employees of Hydro One.
4. Career Edge is the legal employer of the participants so all payroll administration and associated liabilities reside with Career Edge.
5. In order to make the internship as beneficial as possible, participants may be assigned training exercises consisting of work within the Society's jurisdiction.
6. Participants will not be represented by the Society.
7. There will be no adverse impact within the meaning of Articles 64 and/or 18 on a Society-represented employee or the Society, including no reduction in Society-represented positions (and associated hiring requirements) nor any displacement of Society-represented employees from their positions, as a result of the Career Edge program.

(Signed by Steve Strome for Hydro One and John Cameron for the Society, September 21, 2000).

LETTER OF UNDERSTANDING #9**Re: Return of Employees from Inergi to Hydro One
Warehouse Operations**

Without prejudice and without creating a precedent regarding this or any other matter, the undersigned parties agree to the following:

1. The purpose of this Letter of Understanding is to identify the employees who are returning from Inergi to Hydro One as a result of the repatriation of the warehouse operations.
2. The following employees will be transferred from Inergi to Hydro One:
 - T. Crawford (617911) – Warehouse Operations Supervisor
 - E. Kapitan (676774) – Warehouse Operations Supervisor
 - P. Martin (107681) – Warehouse Operations Supervisor
3. Effective the date of transfer, the above named employees shall transfer all accumulated service, vacation, seniority, sick leave and subject to the agreement of Inergi, pension credits as set out in Articles 4 and 64 for all Inergi and previous Hydro One service to Hydro One. For the sake of clarity, these employees shall be considered employees hired before January 1, 2002 for the purposes of Article 44.

(Signed by Steve Strome for Hydro One and Keith Rattai for the Society, April 7, 2004)

LETTER OF UNDERSTANDING #10**Re: Biometrics Information at the OGCC, Essa and Richview**

1. It is acknowledged that the introduction of and requirement to provide biometrics information is a condition of employment at the **OGCC, Essa (backup control room only), and Richview (backup control rooms and associated computer rooms only)**.
2. The collection and use and disclosure of the personal information provided will be restricted to the stated purpose of using biometric templates, which is to secure verification of the identity of individuals for access to the **sites listed in #1 above**. The biometric template is not a fingerprint as used in law enforcement.
3. This LOU does not set a precedent for either party regarding security access requirements at other locations, currently or in the future.

(Signed by **Nadine O'Neill** for Hydro One and **Jim Botari** for the Society, **December 8, 2015**).

LETTER OF UNDERSTANDING #11**Re: Work Refusal**

It is jointly agreed that the following Letter of Understanding is an agreement between the parties and that any changes require joint agreement. The parties further agree that any detailed associated documents must meet the intent described within this Letter of Understanding.

1. Items within any detailed associated documents will clearly identify the rights and accountabilities of workers, supervisors and the employer under the Occupational Health and Safety Act, section 43.
2. The parties agree that the work refusal process established within Hydro One will have a three stage process. The three stages will outline a worker concern process – stage 1, a worker refusal process – stage 2 (internal) and a worker refusal process – stage 3 (Ministry of Labour Involvement).
3. The parties will ensure the process identifies the Union representative's role.
4. The process will ensure active participation of Senior Management and the Society Hydro One Local Vice-President, prior to contacting the Ministry of Labour.
5. Either party may cancel this Letter of Understanding on 60 days' notice.

(Signed by Steve Strome for Hydro One and Keith Rattai for the Society, April 18, 2005).

LETTER OF UNDERSTANDING #12

Re: Incident Rating and Investigations

It is jointly agreed that the following Letter of Understanding is an agreement between the parties and that any changes require joint agreement. The parties further agree that any detailed associated documents must meet the intent described within this Letter of Understanding.

Incident Rating


1. The Society representatives on the Joint Health and Safety Committee shall be provided with the opportunity for input into incident, Maximum Reasonable Potential for Harm (MRPH) ratings.
2. Where the rating of an incident is in dispute, Line Management or Joint Health and Safety Committee members can seek timely resolution of the dispute through an adjudication by the Vice-President of Health, Safety and Environment.

Incident Investigation

1. All incidents shall be investigated. Whenever a team is appointed to investigate an incident, the Society shall be invited to participate on investigation teams and shall select their representative.
2. It is Hydro One's general intent to share all management corrective action plans with all employees and their unions as broadly as possible. However, it is acknowledged that in respect of certain incidents, such as those out of which significant personal or corporate liability may arise, this may not always be possible or desirable. In respect of such incidents, with a view to protecting the rights of employees of the Corporation and the Corporation itself and subject only to the Joint Health and Safety Committee and Society representatives' right to review the written corrective action, Management reserves the right to not publish or distribute a copy of the written corrective action plan and, if the written corrective action plan is published or distributed, to prohibit or limit its further disclosure or reproduction in any form. In these instances the Corporation will identify this to the Society prior to the start of the investigation. The Society representative, who will be a person designated by the Society Vice-President, may sign off that the Society is in agreement with Management's decision to withhold, prohibit or limit reproduction of the corrective action plan.
3. It is agreed between the parties that joint investigations are performed to identify the root cause(s) of the incident and not to lay blame on any individual. It is agreed that any information gathered during the investigation process will not be used to discipline any Society member. If Management so desires they can conduct a separate investigation for disciplinary purposes.
4. The team established will sign off on the final report. If the Society disagrees with the report the Society representative's comments will be noted in the report.
5. All applicable release costs and associated expenses shall be borne by the company as per the Collective Agreement and the Occupational Health and Safety Act.

- 6.** Joint Health and Safety Committee members and the Union representatives shall have the right to review the management approved corrective action plan, except as noted in item 2 above.
- 7.** There will be a discussion between the parties prior to the release of a final report, by either party, that is not described in item 2 above.
- 8.** Either party may cancel this Letter of Understanding on 60 days' notice.

(Signed by Steve Strome for Hydro One and Keith Rattai for the Society, April 18, 2005)



LETTER OF UNDERSTANDING #13**Re: Career Bridge**

Career Bridge is a non-profit organization which connects internationally Qualified (foreign trained) Professionals with employers to gain Canadian work experience to help the individual succeed in today's market place.

Society represented employees may be utilized to mentor, train and to oversee training related assignments of Career Bridge participants. It is expected that any investment of time by Society represented employees in training and mentoring will be offset by the contributions of Career Bridge participants.

Hydro One and the Society support the goal of the Career Bridge program. To assist with its objectives, the parties agree to the following:

1. Internship lengths are of at least 4 months and can be extended to a maximum of 12 months at the discretion of Hydro One.
2. Hydro One will advise the Society Office of each potential Career Bridge opportunity that is within the Society's jurisdiction prior to finalizing an agreement with Career Bridge.
3. Career Bridge participants will not become employees of Hydro One.
4. Career Bridge is the legal employer of the participants so all payroll administration and associated liabilities reside with Career Bridge.
5. In order to make the internship as beneficial as possible, participants may be assigned training exercises consisting of work within the Society's jurisdiction.
6. Participants will not be represented by the Society.
7. There will be no adverse impact within the meaning of Articles 64 and/or 18 on a Society represented employee or the Society, including no reduction in Society represented positions (and associated hiring requirements) nor any displacement of Society represented employees from their positions, as a result of the Career Bridge program.

(Signed by Steve Strome for Hydro One and Keith Rattai for the Society, February 28, 2006).

LETTER OF UNDERSTANDING #14**Re: Time Limits for Filing Health and Dental Claims**

This letter details the understanding between the parties regarding time limits for filing Employee Health and Dental Claims and will become effective on January 1, 2009.

In order to be eligible for payment, Society-represented employees must submit their claims within two years of the date on which the expense was incurred. For example, a health or dental expense incurred on December 1, 2007 must be submitted by December 1, 2009 in order to be eligible for payment.

Failure to submit within this time limit will result in automatic rejection of the claim.

(Signed by Steve Strome for Hydro One and Keith Rattai for the Society, September 9, 2008).

LETTER OF UNDERSTANDING #15**Re: Joint Health and Safety Working Committee**

It is jointly agreed that this Letter of Understanding is an agreement between the parties and that any changes require joint agreement.

The Joint Health and Safety Working Committee shall be established to provide recommendations to assist the Health and Safety Division in the development, promotion, implementation and evaluation of Hydro One employee health and safety policy and programs.

Personnel

The Committee will be comprised of three representatives from each of the following:

The Society, the PWU and Management.

The parties will each select their respective committee members.

The chair will rotate among Management, Society and Power Workers' Union.

Function

- (a) Participate in the identification of problems and issues of Company significance in employee health and safety policy and practice.
- (b) Participate in the development, promotion and implementation of Company health and safety programs.
- (c) Study, develop and make recommendations for changes to the corporate safety rules and work protection code. This function can be delegated to an ad hoc group.
- (d) The committee will normally attempt to resolve issues of mutual interest before seeking intervention by senior management or the Joint Health and Safety Policy Committee.
- (e) The committee will meet quarterly or as mutually agreed.

(Signed by Steve Strome for Hydro One and Keith Rattai for the Society, September 29, 2008)

LETTER OF UNDERSTANDING #16**Re: Building Trades Union Employees
who are temporarily working in the Society's Jurisdiction**

Without prejudice and without creating a precedent regarding this or any other matter, the undersigned parties agree as follows :

1. This Letter of Understanding applies to Hydro One employees whose base position is represented by one of the Building Trades Unions ("BTU employee").
2. A BTU employee who is temporarily assigned work within the Society's jurisdiction shall be paid from his/her applicable base Building Trades Union wage schedule for the duration of this assignment, including the period beyond three months.
3. Except as expressly provided for in this Letter of Understanding, all other terms and conditions of the Society collective agreement shall apply to BTU employees who are temporarily working in the Society's jurisdiction as outlined in Article 5.2 of the Hydro One/Society Collective Agreement.

(Signed by Jon Rebick for Hydro One and Keith Rattai for the Society, June 9, 2011)

LETTER OF UNDERSTANDING #17**Re: Statutory Holiday Credit Compensation**

The following outlines the options available to Society-represented staff who are assigned to work overtime in circumstances where they would be entitled to a statutory holiday credit pursuant to Section 58.2 ("Overtime: Day Workers"):

1. In all circumstances, except as outlined in #2 below, an employee assigned to work overtime on a statutory - holiday will be compensated as per Article 58.
2. Upon mutual agreement, the employee may request to be paid for his/her statutory holiday credit at the same time as the overtime is paid. The employee must request the paid option in advance of working on the statutory holiday and the manager must approve this arrangement. If there is no agreement, the employee will be compensated as per Article 58.
3. This Letter of Understanding terminates on March 31, 2016.

(Signed by Jon Rebick for Hydro One and Keith Rattai for the Society July 15, 2013)

LETTER OF UNDERSTANDING # 18**Re: IPO Share Grants**

Society-represented regular employees contributing to the Pension Plan as of September 1, 2015 will participate in an IPO Share Grant Plan, as follows:

- **Share grants will be made on April 1st of each year starting April 1, 2018 and continuing up to and including April 1, 2029 (i.e., maximum of 12 grants) provided the individual is still an active employee of Hydro One as of the grant date and has less than 35 years of pensionable service, with the number of shares granted to each individual each year calculated as 2.0% of Salary as of September 1, 2015/Initial Share Price, adjusted if the increase in pension contributions is capped by the application of the maximum member contribution to a registered pension plan under the Income Tax Act (ITA).**

Example – if an employee has a salary on September 1, 2015 of \$100,000 and the initial share price is \$20.00, 100 shares (2% x \$100,000/\$20.00) will be granted to the employee each year up to a maximum of 12 grants. At the end of the 12 years, the employee will have 1200 shares.

This Letter of Understanding is effective August 31, 2015.

(Signed by Jon Rebick for Hydro One and Jim Botari for the Society, July 24, 2015)

LETTER OF UNDERSTANDING #19

Re: Professional License Requirements

Without prejudice and without creating a precedent regarding this or any other matter, the undersigned parties agree as follows:

- 1. Hydro One will reimburse employees who are required to hold a professional license as a job requirement for the cost of the annual/periodic license renewal fee.**
- 2. This Letter of Understanding will expire on March 31, 2019.**

(Signed by Nadine O'Neill for Hydro One and Jim Botari for the Society, June 9, 2016)

LETTER OF UNDERSTANDING #20

Re: Vacation Accrual and Usage for LTD Rehab Employees

Without prejudice and without creating a precedent regarding this or any other matter, effective January 1, 2016 the undersigned parties agree to apply Subsection 47.6.6 of their Collective Agreement with respect to rehabilitative employees in receipt of Long Term Disability benefits (“LTD rehab employees”) as follows:

- 1. LTD rehab employees will have their service for vacation purposes (i.e. their VCD) credited as if they were working full-time, regardless of hours worked.**
- 2. LTD rehab employees’ use of their vacation credits will be pro-rated. For those on LTD rehab indefinitely (i.e. where the employee’s return to non-rehabilitative employment is reasonably unforeseeable)⁸, the amount of vacation days available for use will be established upon return to work and will be based on the planned working hours outlined in the rehab plan. This number will not change unless the return to work plan is modified by the agreement of all parties. For employees on short-term LTD rehab, a local discussion between the employer, the employee and a Society representative will be held upon return to work to determine the appropriate ratio of vacation days available to be taken or paid out. If the parties are unable to agree, pro-ration will be based on the average number of hours per week worked in the LTD rehab plan. Example : An employee who is on an indefinite LTD rehab schedule with a base work week of 35 hours entitled to 4 weeks’ vacation who is working 17.5 hours per week may use 50% (2 weeks’ worth) of his/her entitlement while he/she works rehabilitative hours.**
- 3. LTD rehab employees who remain on rehabilitative employment at the end of the calendar year and who are unable to use their current year’s vacation entitlement will have the unused portion of this entitlement paid out by the employer.**
- 4. LTD rehab employees who return to non-rehabilitative employment before the end of the calendar year will be entitled to use their full vacation credits. Any outstanding current year’s vacation credits that an employee was unable to use as a result of rehabilitative employment will be carried forward to the next calendar year.**
- 5. This Letter of Understanding expires on March 31, 2019.**
- 6. In the event that the parties are unable to reach agreement on this matter through bargaining, either party may refer the matter directly to arbitration.**
- 7. This settlement may not be relied upon by either party as it pertains to the interpretation or practice of Article 47.6.6.**

(Signed by Nadine O’Neill for Hydro One and Jim Botari for the Society, August 23, 2016)

⁸ This includes Society-represented employees on indefinite LTD rehab as of the date of signing of this agreement.

INDEX

Absence from Work.....	11, 12, 53, 58, 68	Declared Surplus .	14, 17, 56, 105, 112, 115, 118, 119, 120, 150
Absences - Short-Term	54	Default Unit of Application	114
Advance of Equity	78	Demotions	108, 118, 131, 134, 135
Advance Planning	127	Dental Plan	75, 76
Adverse Impact	104, 105, 106, 107, 108, 109, 111, 113, 117, 150	Designated Positions	157, 158
Allocation	104	Direct Deposit	157
Annual Assessment.....	27	Disability Period.....	69
Annual Experience Review.....	166	Discipline and Discharge	25, 26
APEO Salary Survey	173	Dispute Resolution Processes.....	21, 174, 179
Approvals	55, 56, 139	Dues Deduction	19, 183
Assessment.....	121, 131, 168	ECD	See Established Commencement Date (ECD)
Assessment of Suitability.....	121	Education Leave	55
Assignment of Non-Bargaining Unit Work During a Strike/Lockout	151	EEV	See External Experience Value (EEV)
Compensation.....	152	EHB	See Extended Health Benefits (EHB)
Attendance at Court	53, 94, 97, 99	EI	See Employment Insurance (EI)
Attendance at Seminars, Conventions	91	Electrical Safety Authority (ESA)	17, 199
Authority to Stop Work.....	165, 166	Eligibility Service.....	11
Base Hours.....	136, 140	Employee	
Benefits	12, 64, 65, 74, 150	Complaint.....	22, 23
Health & Dental.....	69	Grievance.....	22
LTD	69, 71, 72, 74	Indemnification	20
Retirement	125	Employees	
Supplementary Unemployment Benefit (SUB) Plan	65	Hired as Society Staff.....	57
Workers' Compensation Benefits	146	Probationary.....	8, 25, 143
Biometrics Information at the Barrie HONOC	208	Regular.....	8, 9, 10, 68, 77, 103, 106, 143, 150
Burkett Overtime Award Guidelines	187	Preference for	103
Bush Fire Fighting	160	Temporary.....	9, 10, 50, 51, 52, 103, 131
Canada Pension Plan (CPP).....	33, 69, 146	Employees on Temporary Out-of-Province	
Disability Benefits.....	70	Assignment	12
Career Edge	206	Employees Temporarily Excluded from Society	
Certification	165, 167	Jurisdiction	11
Change of Employer.....	12, 105, 107, 108, 150	Employees Temporarily Included in Society	
Clarity Notes.....	178	Jurisdiction	12
Closure.....	161	Employment Continuity During Temporary Out-of-Province Assignment.....	14
Collective Agreement		Employment During Assignment - Terms and Conditions	12
Publication	169	Employment Equity.....	119
Standards.....	156	Employment File.....	26
Term.....	17	Employment Insurance (EI)	67
Compensation - Assignment of Non-Bargaining Unit Work During a Strike/Lockout	152	Benefits	66, 67
Compensation and Benefits Treatment	50	Rebate.....	64
Compensation and Discipline	167	Enforcement	21, 180
Compensation and Working Conditions - 12-Hour Shift Schedule (M&P/TMS)	97	ESA	See Electrical Safety Authority (ESA)
Compensation for Daily Commuting To, and From, Temporary Work Headquarters.....	86	Escalator Clause.....	35
Compensation on Surplus Termination	123	Established Commencement Date (ECD)	9, 10, 59, 106, 141, 142, 144
Compensation When Assigned to Temporary Work Headquarters	85	Excessive Travel.....	90
Complaint Procedure.....	21	Exclusions Process.....	4
Continuous Employment	31	Expenses for Reimbursement	79
CPP	See Canada Pension Plan (CPP)	Extended Health Benefits (EHB).....	51, 75
Crossing Picket Lines of Other Unions	152, 157	External Experience Credit	59, 106
Decertification.....	167	External Experience Value (EEV)	10, 59, 106
		Extreme Winter Weather Conditions.....	160
		Family Care	54
		Federal Jurisdiction.....	2, 181

Filling the Pre-Assignment Position.....	13	Joint Redeployment and Planning Team (JRPT).....	14, 112, 114, 118, 119
Financial Assistance Plan.....	83	Responsibilities	112
FLM Jobs Reclassification.....	200	JRPT.....	See Joint Redeployment and Planning Team (JRPT)
Floating Holidays.....	10, 51, 62, 63, 94, 96, 97, 99, 145	Jurisdictional Issues/Disputes - Principle and Process of Prior Involvement	26
FM&P		Jury Duty	51, 53, 94, 97, 99
Overtime	96	Lateral Placement.....	105
Shift Differentials.....	95	Lateral Position	105
Shift Premiums.....	95	Lateral Transfer	133, 135
Shift Work	95	Lateral Vacancies	118
Special Circumstances.....	96	Legal Fees.....	80
Ten Hour Shifts	97	Letters of Understanding	15
Time Balancing	96	Life Insurance	29, 69, 143, 150
French Language Services.....	157	Options.....	29
Funeral Leave	53	Listing of Property.....	78
Grievance		Local Agreements.....	94, 123, 136, 156
Group.....	22	Long Term Disability (LTD).....	68, 71, 144, 150
Management.....	22	Benefits	69
Policy	22	Qualifying Period.....	69
Timelines.....	23	Loss of Earnings (LOE)	71
Grievance Settlement Committee (GSC).....	24	LTD.....	See Long Term Disability (LTD)
Grievance/Arbitration.....	12, 15, 21, 24, 27, 103	Lump Sum Payment	82, 117, 124
Expediting Redeployment	196, 202	M&P/TMS	
Procedure	21, 22, 28	On-Call Service	99
Scope Notes	22	Overtime.....	98
GSC	See Grievance Settlement Committee (GSC)	Shift Allowances	
Guidelines for Society Representatives on		Shift Differentials	98
Joint/Tripartite Teams	164	Shift Premiums	98
Health and Dental Benefits.....	144	Shift Turnover.....	102
Health and Dental Plan.....	75, 124	Shift Work.....	91
Health and Safety Disputes.....	21	Special Conditions.....	99
Hiring Hall Agreement	192	Make Up Time	138, 160
Holiday Shutdown	63	Management Compensation Plan (MCP)	131
Home Appraisal Documentation.....	77	Managerial Rights of the Company.....	1
Home Buying.....	80	Mapping.....	105, 108, 110, 111
Hours of Work	93, 123, 135	MAR.....	See Minimum Availability Requirement (MAR)
Alternate Arrangements	137	MCP.....	See Management Compensation Plan (MCP)
House Evaluation and Guarantee Plan	84, 126	Meal Expenses	162
Household Effects	79	Medical and Dental Appointments	54
Housing Assistance Plan.....	77, 78, 79, 126	Medical Rehabilitation.....	72
Human Rights.....	20	Minimum Availability Requirement (MAR)	99, 100
Hydro One		Minimum Moving Distance.....	79
Acquisitions.....	109, 204	Mix and Match Rules	115
Drug Formulary	202	Moving Expenses	79, 81
Sale of Property	78	Miscellaneous.....	83
Use of Computer Facilities	170	Retirement.....	83
IMO	See Independent Market Operator (IMO)	Negotiations.....	15, 139, 169, 191
Independent Market Operator (IMO)	17, 199	No Adverse Impact	104, 105, 107, 108, 109, 110, 206, 212
Inergi to Hydro One Return of Employees.....	207	No Discrimination.....	20
Information Technology Organizations	93, 170	No Strike/No Lockout.....	17, 179
Insurance		On-Call Service.....	88, 100, 155
Accident	144	M&P/TMS.....	99
Dependent	30	Ongoing Position	73, 74, 104, 105, 115, 118, 126, 127
Spousal.....	30	Ontario Hydro 2,	11, 15, 106, 170, 171, 173, 174, 175, 177, 178, 179, 180, 181, 182, 184, 187
Issues Team.....	113, 114, 129, 166, 167, 188	Outplacement services	125
JHSC See Joint Health and Safety Committees (JHSC)		Overtime	88, 100, 136, 138, 146
Job Evaluation Plans.....	46	Day Workers.....	89
Job Offers.....	116, 121	Emergency Work.....	91
Acceptance/Rejection	121	FM&P	96
Job Security.....	157	M&P/TMS.....	98
Job Sharing	11, 140		
Joint Health and Safety Committees (JHSC).	165, 166, 167, 168		
Tripartite Agreement	21, 164		
Amendments	166		

OSS/TMS.....	89	Relief Rate	
PWU related.....	89, 187, 188	Union.....	46
Shift Workers.....	89	Relocation Assistance.....	12, 77, 79, 87, 126, 156
Paid/Unpaid Time Off.....	53	Remembrance Day.....	51, 62
Parental Leave.....	11, 51, 64, 65, 115, 137, 146	Remote Communities.....	200
Timelines.....	67	Rental Assistance.....	82
Pay Treatment.....	45	Rental Management Program.....	82
Relief.....	127	Representation on Corporate Committees.....	183
Payment for Use of Personal Vehicle.....	159	Representation on Hydro One Committees.....	164
Payment In Lieu of Notice.....	10, 111, 120, 123, 124, 125	representative.....	8, 20, 23, 25, 26, 28, 34, 50, 59, 98, 127, 129, 133, 151, 157, 164, 210
Peak Demand Hours.....	149	Reserve Forces.....	54
Peak Work Load Period.....	185	Responsibility and Accountability.....	167
Pension		Retirement.....	11, 84
Calculation.....	143	Benefits.....	125
Undiscounted.....	122, 136	Bonus.....	31
Pension and Insurance.....	9, 12, 29, 35, 143	Moving Expenses.....	83
Pension Committee.....	31	Vacation Entitlement.....	61
Pension Plan.....	11, 30, 64, 69, 142, 150	Vacation Pay.....	61
Deductions.....	142	Role of Supervisors.....	28
Formula.....	32	Rotations.....	126, 127, 171
Membership.....	142	Rotations Within the Bargaining Unit.....	127
Pension Termination Service Date (PTSD).....	143	Salary Maintenance.....	122
Performance Appraisal Feedback and		Salary Progression Plan.....	48
<i>PERFORMANCE MANAGEMENT</i>	27	Salary Schedules.....	2, 16, 35, 59, 119, 133, 136, 175, 178, 179, 200
Periodic Shifts for Non-Shift Workers.....	94	Sale of Property by Hydro One.....	78
Personal Accidents.....	76	Second Related Move.....	83
Personal Leaves of Absence.....	10	Selection of Mediators and Arbitrators.....	180
Policy Committee (Non-legislated).....	165	Selection Priority for Vacancies.....	130
Posting and Selection.....	158	Selections.....	85
Pregnancy Leave.....	115	Selections for Ongoing Positions.....	129
Pregnancy/Parental Leave.....	11, 64, 146	Self Funded Sabbaticals.....	56
Timelines.....	67	Semi-Private Hospital Accommodation Plan.....	76
Principle of Prior Involvement.....	106	Service Credits.....	9, 64, 65, 143
Principles of Operation.....	21, 104	Service Recognition Date (SRD).....	10, 11, 106, 142
Process for Staff Changes - Mix and Match.....	114	Severance.....	9, 51, 109, 110, 111, 121, 124, 126
Promotion(s).....	106, 118, 120, 133, 134, 177	Shift Allowances.....	93, 153
Promotion-in-Place Plans/Programs (PIP).....	49, 116	M&P/TMS.....	92
Provincial Jurisdiction.....	2	Shift Differentials.....	92, 93, 94, 146
PTSD.. See Pension Termination Service Date (PTSD)		FM&P.....	95
Purchase Guarantee.....	77, 78, 79	M&P/TMS.....	98
Purchased Services.....	52, 112	Shift Premiums.....	92, 93
Rand Formula.....	19, 183	FM&P.....	95
Reasonable Offer Challenge Process.....	121	M&P/TMS.....	98
Recall Rights.....	17, 125, 131	Shift Turnover.....	98
Reclassification as a Result of a Job Re-evaluation.....	134	M&P/TMS.....	102
Recognition Clause.....	2, 156, 175, 177, 204	Payment.....	102
Redeployment.....	12, 14, 69, 103, 106, 108, 110, 112, 115, 122, 150, 204	Shift Work	
Redeployment Upon Completion of Assignment.....	13	FM&P.....	95
Reduced Hours of Work		M&P/TMS.....	91
40 Hour Workers.....	136	Shift Workers.....	91
Regular Employees.....	8	Shifts	
Temporary.....	9, 52	Ten Hour.....	93
Reduced Hours of Work (RHOW).....	115, 122, 136, 140, 141, 143, 145, 146, 148, 149, 150	FM&P.....	97
Termination of Agreement.....	146	Sick Leave.....	9, 51, 54, 69, 71, 94, 96, 97, 99, 136, 137, 144
Referral Fees/Home Inspection.....	80	Sick Leave Credits.....	94, 97, 99
Refusal of an Incumbent Position.....	117	Sick Leave Plan.....	68, 144
Registered Retirement Savings Plan (RRSP).....	31	Society	
Rehabilitation and Re-Employment.....	71	Employees Temporarily Excluded from Jurisdiction.....	11
Rehabilitative Employment.....	68, 72, 73, 74	Employees Temporarily Included in Jurisdiction.....	12
Release of Employees Selected to a Vacancy.....	133	Executive.....	181
Relief.....	126, 127		
Relief Pay.....	135		

Involvement.....	107	Default.....	110, 113
Membership.....	19, 183	Utilization and Advancement of Professional Engineers and Scientist.....	171, 172
Notification.....	50, 106	Vacancies 12, 17, 18, 50, 73, 105, 108, 110, 117, 118, 120, 205	
President.....	98	Vacancy Transition Phase (VTP)...	106, 120, 121, 124, 125
Representatives.....	58	Vacation.....	50, 59, 94, 96, 97, 99, 142, 145, 154
Staff Allocation to Ontario Hydro Successor Companies.....	199	Banked.....	60
Special Clothing.....	159	Bonus.....	10, 60, 142
Special Conditions.....	93	Credit.....	60
FM&P.....	96	Credit for Prior Service.....	60
M&P/TMS.....	99	Deferment or Interruption.....	62
Spousal Assistance.....	82	Entitlement.....	10, 59, 61, 145
SRD.....	See Service Recognition Date (SRD)	Retirement/Termination.....	61
Statutory Holidays ...	10, 50, 62, 88, 89, 92, 93, 98, 99, 144, 145	Pay	
Stranded Employees.....	161	Retirement/Termination.....	61
Student Employees.....	9	Use of Credits of Succeeding Year at Christmas .	60
Successor Rights.....	8, 19	Without Pay.....	60
Supervisors - Role of.....	183	Vacation Credit Date (VCD).....	10, 59, 142, 145
Supervisory Employees.....	16, 118, 175, 179, 182	VCD.....	See Vacation Credit Date (VCD)
Code of Ethics.....	4, 182	Vocational Rehabilitation.....	72
Surplus Employees/Staff.....	12, 112, 158	Voluntary	
Identification.....	118, 119	Resignation.....	124
Procedure.....	150	Severance.....	162
Teleworking.....	156	Surplus.....	111, 120
Temporary Assignments.....	11, 115	Voluntary Recognition Agreement (VRA) ..	15, 17, 170, 174, 175, 177, 180, 182
Temporary Rotations.....	115	Amendments.....	15
Termination.....	11, 51, 84, 111, 121	Disputes.....	21
Vacation Entitlement.....	61	Voluntary Resignation.....	124
Vacation Pay.....	61	Volunteer Fire Brigades.....	160
Termination of Employment.....	74, 125	VRA.....	See Voluntary Recognition Agreement (VRA)
Legal Notice.....	125	VTP.....	See Vacancy Transition Phase (VTP)
Terms and Conditions During Leave.....	55	Wages.....	142
Time Balancing		Warehouse Operations.....	207
FM&P.....	96	Work Sharing.....	11, 150
TMS.....	See Trades Management Supervisors (TMS)	Work Unit.....	140
Trades Management Supervisors (TMS) Agreements	46	Viability.....	108, 119, 130
Training.....	151, 158, 165, 167, 171	Workers' Compensation.....	71
Extramural.....	158, 161	Qualifying Period.....	71
Transfer Expenses.....	80	Working Conditions.....	12, 103, 155
Transition Provisions.....	17, 60, 106, 131	World Class Sport Events.....	54
Transitional Assistance.....	124	Years of Service	
Travel Time.....	85, 86, 90, 94, 97, 99, 187	Eight to Fifteen Years.....	59
Flexibility.....	91	Fifteen Years.....	68
Treatment of Employee During Release and on Return to Work.....	59	Less Than One Year.....	59
Treatment of Employee Upon Return from Leave ...	56, 57	One to Seven Years.....	59
Unemployment Insurance Contributions.....	146	Six Years.....	68
Union Activity.....	20	Sixteen to Twenty-Four Years.....	59
Union Security.....	19	Sixteen Years.....	68
Unit of Application.....	113, 190	Twenty Years.....	124
		Twenty-Five or more Years.....	59

Memorandum of Agreement

Between

Hydro One Inc.

("Hydro One", "The Employer" or "The Company")

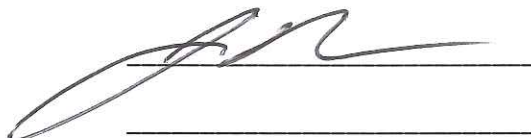
and

The Society of Energy Professionals

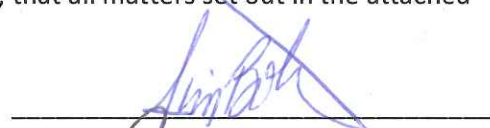
("The Society" or "The Union")


Now, therefore, the parties herein agree the following constitutes full settlement of all matters. This Memorandum of Agreement is subject to ratification by both parties before the following shall constitute full and final settlement of all matters.

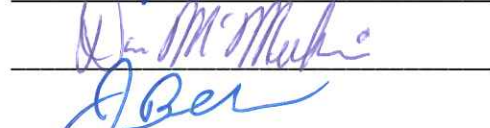
The parties also agree that this Hydro One Inc. – Society of Energy Professionals Collective Agreement shall include the terms of the April 1, 2013 - March 31, 2016 Hydro One Inc. – Society of Energy Professionals Collective Agreement provided, however, that all matters set out in the attached statement of Agreement are incorporated.

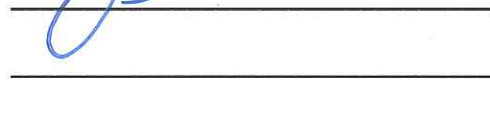


For Hydro One









For The Society

JULY 27, 2015

Date

It is jointly agreed that the Collective Agreement covering the period of April 1, 2013 to March 31, 2016 will be amended as follows. All changes will be effective April 1, 2016 unless otherwise dated. The parties herein agree that the term of the Collective Agreement shall be from **April 1, 2016 to March 31, 2019**.

32 PROMOTION-IN-PLACE PLANS

Re Article 32 ("Promotion-in-Place Plans")

Not to be included in the collective agreement

The parties agree to establish a joint committee to design and oversee the implementation of pilot Promotion in Place Plans (PIP) for related jobs in suitable areas of the Company. The committee will meet by October 31, 2015 and will make joint recommendations to the Local Society VP and the Director of Labour Relations for consideration by December 31, 2016. Only those recommendations that are jointly agreed to will be implemented. These timelines may be amended by mutual agreement.

33 TEMPORARY EMPLOYEES

Amend Article 33.1 as follows:

Hydro One will discuss the circumstances with the local Society representative prior to hiring a temporary employee. The Society will be informed of the job skill needs, the salary classification for the position, the expected job duties, and the duration of the assignment.

Should the employer wish to extend the initial assignment, Assignment extension beyond 12 months the employer will notify the Society representative at least two (2) months' before the end of the initial assignment. ~~is conditional on the employer's compliance with its prior consultation as described above. If the employer has not complied with this obligation, the employee will be terminated at 12 months~~ **the end of the initial assignment.** At 24 months, Hydro One will either terminate the employee, advertise the position if there is an ongoing staff requirement, or obtain the agreement of the Society for a further extension. If the position is advertised, and the temporary employee is not selected for the vacancy, the employee will be terminated.

39 RELEASE TIME FOR SOCIETY REPRESENTATIVES

RE Article 39 ("Release of Society Representatives") (not to be included in the collective agreement):

For the term of the Collective Agreement, the parties agree to continue the agreements with respect to four (4) Unit Directors and the Local Vice President.

40 VACATIONS

Amend Article 40.16 as follows:

40.16 Where it is mutually agreeable, the employee may carry-over a maximum of one week's vacation to the following year (to be taken by ~~March 31~~ April 30th of that following year).

Request for carry-over must be made prior to September 1.

PART X - BENEFITS

Amend the benefits plan/brochure as follows:

- Establish a joint committee to discuss the introduction of new biological drugs to the prescription drug formulary.
- Orthotics and Orthopedic Shoes must be provided by a Qualified Provider/Dispenser. Qualified Providers/Dispensers include but are not necessarily limited to podiatrists, chiropodists, pedorthists, chiropractors, or orthotists.
- Change "Acupuncturists" to "Registered Acupuncturists" and "Naturopaths" to "Registered Naturopaths"
- Limit initial supply of new maintenance prescription drugs to a 30-day supply
- Physiotherapy requires medical referral and include certified athletic therapist under the same category.
- Increase vision care to \$650 every two years effective January 1, 2017.
- Increase coverage of chiropractic charges to \$750 per year effective April 1, 2016 and to \$800 per year effective April 1, 2018.
- The parties agree to establish a standing joint committee to meet and discuss all benefit-related issues/grievances with respect to the administration of the benefit plan by the new service provider, including but not limited to reasonable and customary limits. Any issues which are not able to be resolved in this forum may be referred to arbitration. Hydro One retains its notice letter on this topic.

PART XI - RELOCATION ASSISTANCE

Amend Relocation Assistance plan/brochure as follows:

- Distinguish between voluntary and involuntary moves
 - o For voluntary moves that represent a lateral or demotion, increase eligibility requirement to 125km
 - o For involuntary moves, maintain requirement at 40km

- Purchase guarantee
 - o If employee fails to maintain the property, the employee will be required to reimburse Hydro One
 - o If employee removes fixtures, Hydro One can deduct costs of items removed from the purchase guarantee.
- Real Estate Commission Fees
 - o Currently capped at 5%
 - o Introduce provision so that if employee negotiates less than 5%, the cost savings are shared by Hydro One (2/3) and the employee (1/3)
- Financial Assistance
 - o Introduce the following conditions in order to qualify for financial assistance when moving to a higher cost area:
 - Cost of new residence must be at least 10% higher than cost of house sold
 - New residence must have a mortgage, and the mortgage interest rate be the lowest mortgage rate of the top five Canadian banks for a 5-year closed fixed mortgage.
 - Financial assistance will not apply to second move, if the move is voluntary and represents a lateral or demotion and financial assistance was provided for the first move.

56 COMPENSATION WHEN ASSIGNED TO TEMPORARY WORK HEADQUARTERS

Amend Sub-section 56.1.c as follows:

When an employee is assigned to a Temporary Work Headquarters, the employee ~~may will~~ normally remain at the Temporary Work Headquarters **only if the travel distance is greater than 50 kilometres, subject to reasonable consideration of safety, weather and commuting conditions. Exceptions to this threshold require supervisor approval.** If there is mutual agreement between the supervisor and employee to commute daily **for distances greater than 50 kilometers**, then the employee may do so.

64 REDEPLOYMENT, SURPLUS STAFF PROCEDURE AND CHANGE OF EMPLOYER

Side Letter – Transferred Employees - Renewed

Not to be included in the Collective Agreement

If an employee is transferred to a new employer under article 64.6 of the Collective Agreement and Hydro One hires employees doing the same work in the same classification performing the same duties as the transferred employee(s) within twenty-four (24) months of their transfer then such transferred employees will be offered positions in the classification being hired by Hydro One (subject to the agreement of their current employer) on the basis of seniority and without loss of seniority for their period of employment outside of Hydro One.

75 TELEWORKING

Side Letter: Not to be included in the Collective Agreement

The parties agree to establish a Joint Committee to examine options to expand the use of teleworking in a manner that is compatible with both business and employee needs. This investigation will include an examination of part-time working from home arrangements where the employee's regular work headquarters continue to be a Hydro One work location. The Committee will meet by October 31, 2015 and will make joint recommendations to the Local Society VP and the Director of Labour Relations for consideration by December 31, 2016. Only those recommendations that are jointly agreed to will be implemented. These timelines may be amended by mutual agreement.

76 DIRECT DEPOSIT

Amend Article 76 to add:

Overpayments of \$100 or less shall be automatically recovered from an employee's pay by Hydro One upon identification of the overpayment.

Any outstanding liabilities will be deducted from an employee's final pay deposit upon termination for any reason, subject to provision by the employer of a written rationale for these deductions to the employee.

ADD NEW ARTICLE 87 “PROFESSIONAL LICENSING REQUIREMENTS”

- a) Incorporate PEO Letter of Understanding (dated July 18, 2014) and any mutually agreed-to alterations and revisions into the Collective Agreement as new Article 87 under Part XIII.

(Renumber subsequent Articles)

- b) **Side Letter – Not to be included in the Collective Agreement**

The parties agree to establish a joint committee to review situations where professional employees, other than Professionals Engineers, are required to hold and maintain a professional license by Hydro One to carry out their job accountabilities. The committee will meet by October 31, 2015 and will make joint recommendations to the Local Society VP and the VP, Strategic Planning for consideration by December 31, 2016. Only those recommendations that are jointly agreed to will be implemented. These timelines may be amended by mutual agreement.

NEW ARTICLE 93– DIVERSITY COMMITTEE

Add new Article 93 (“Diversity Committee”) to read as follows:

Hydro One recognizes the right of the Society to appoint representatives to and participate in the Tripartite (Hydro One, the Society, the PWU) Diversity Committee on the basis of the terms of reference in effect at the commencement of this Collective Agreement or as modified by mutual agreement of all parties thereafter. In the event that a Tripartite Diversity Committee ceases to operate, the parties will establish a Joint (Society-Hydro One) Diversity Committee with similar goals and mandate.

NEW ARTICLE 94 – EMPLOYEE AND FAMILY ASSISTANCE

Add new Article 93 (“Employee and Family Assistance Committee”) to read as follows:

Hydro One recognizes the right of the Society to appoint representatives to and participate in the Tripartite (Hydro One, the Society, the PWU) Employee and Family Assistance (EFAP) Committee on the basis of the terms of reference in effect at the commencement of this Collective Agreement or as modified by mutual agreement of all parties thereafter. In the

event that a Tripartite EFAP Committee ceases to operate, the parties will establish a Joint (Society-Hydro One) EFAP Committee with similar goals and mandate.

Renumber subsequent Articles.

APPENDIX VII – DEFAULT UNITS OF APPLICATION

The parties agree to the default units of application listed in Attachment A.

LETTER OF UNDERSTANDING #7 RE: HYDRO ONE ACQUISITIONS

Amend LOU #7 as follows:

4. Employees shall carry forward their seniority and service credit from the Utility. Employees shall accrue seniority and service credit under the Collective Agreement for all purposes under the Collective Agreement.
- 5. Employees from acquired entities will be transferred to the Hydro One Sick Leave Plan based on their ECD and will have their initial sick leave balance reduced by the amount of sick leave they have used in the last five (5) years at the acquired entity.**
- ~~56.~~ Protected employees shall be eligible to apply for vacancies pursuant to Article 65 and shall be considered at selection priority level (f) for vacancies filled in accordance with Subsection 65.6.3 of the Collective Agreement. Protected employees shall not be given preference or priority consideration over other Society-represented employees in the filling of vacancies other than on the basis of the selection criteria set out in Article 65.
- ~~67.~~ Any positions that are vacant prior to the acquisition and which Management intends to fill shall be advertised in accordance with the applicable section of Article 65 of the Collective Agreement.
- ~~78.~~ No regular Society-represented employee shall be subject to Article 64 as a direct result of protected employees performing their work during the protected period.
- ~~89.~~ Each acquisition, and a list of the associated protected employees, shall be documented on an attachment to this Letter of Agreement.

SIDE LETTER – CAREER HALL

Not to be included in the Collective Agreement

The parties agree to establish a joint committee to discuss the creation of a Society Career Hall. The Committee will meet by October 31, 2015 and will make joint recommendations to the Local Society VP, the Director of Labour Relations and the VP, Strategic Planning for consideration by December 31, 2016. Only those recommendations that are jointly agreed to will be implemented. These timelines may be amended by mutual agreement.

PRE-NEGOTIATIONS AGREEMENTS

The parties agree to amend the collective agreement in accordance with the pre-nogs agreements as listed in Attachment B.

ATTACHMENT A

Appendix VII – Default Units of Application

Divisions (Default)	Business Unit (Default)
-Stations & Operations -Lines & Forestry -Remote Communities	Operations I
-Planning -Construction / Project Management -Engineering Services	Operations II
-Customer Service -Corporate Relations (Corporate Affairs, External Relations, First Nations & Metis Relations)	Customer & Corporate Relations
-IT (Corporate Projects, Enterprise IT, Power System IT) -Security -Hydro One Telecom	Technology & CIO
-People & Culture, Health, Safety & Environment	People & Culture / Health, Safety & Environment
-Finance (Corporate Finance, Treasury & Risk, Audit, Pensions, General Council, Business Planning, Corporate Tax, Regulatory Affairs, Corporate Controller) -Shared Services (Fleet, Supply Chain, Facilities & Real Estate, Outsourced Services)	Finance (CFO) / Shared Services / Internal Audit / General Council / Investment & Pension / Treasury & Risk

ATTACHMENT B

Society-Hydro One 2016 Renewal Negotiations:

Agreed Pre-Nogs Changes

CA Reference	Change from	Change to	Rationale	Status
5.2.2	“pursuant to Clause 65.6.3.g”`	“pursuant to Clause 65.6.3.i”	Incorrect cross-reference	Agreed
40.7.2	Footnote #3	Footnote #5	Incorrect reference	Agreed
52.2.3	“within five days of its receipt”	“within ten (10) days of its receipt”	Sub-team agreed to change & reflects current practice	Agreed
52.3.3 & 52.4.1	“Employee Relocation Administrator”(twice)	“Employee Relocation Counsellor” (twice)	Sub-team agreed to change & reflects current title	Agreed
76	“Employees will be paid weekly by means of electronic deposit. Bi-weekly pay will be implemented in accordance with LOU #9 (Re: Implementation...”	“Employees will be paid bi-weekly by means of electronic deposit.” Delete LOU #9 Last two sentences of Art 76 remain unchanged	Bi-weekly pay has been implemented. No further need for LOU reference or for LOU	Agreed that deletion of LOU does not preclude H1 from attempting to recover funds if advancement not yet repaid in full.
93	“Where there is no electronic access the document could be distributed via disc.”	Delete sentence	Obsolete. All employees have electronic access & discs are no longer used.	Agreed

JULY 24TH, 2015

HYDRO ONE PROPOSAL TERM/COMPENSATION/PENSION

WITHOUT PREJUDICE

1. Term of Agreements

3 year agreement

Hydro One

April 1, 2016 – March 31, 2019

The IPO Share Grant Plan agreement will form a Letter of Understanding (LOU) between Hydro One and the Society that will take effect immediately upon ratification by both parties on any tentative agreement that arises from early bargaining.

2. Compensation

Hydro One

Effective April 1, 2016 – 0.5% general wage increase to all Society employees

Effective April 1, 2017 – 0.5% general wage increase to all Society employees

Effective April 1, 2018 – 0.5% general wage increase to all Society employees

Article 24 – Escalator Clause

Suspend the escalator clause (Article 24) for the term of the Collective Agreement (April 1, 2016 – March 31, 2019)

3. Pension and Benefit Changes

a. Hydro One – Legacy Plan Members

Effective March 31, 2025 for future service benefit accruals for current employees:

- 1 Adjust the number of years for final average earnings to 5 years from 3 years

JULY 24TH, 2015

HYDRO ONE PROPOSAL TERM/COMPENSATION/PENSION

WITHOUT PREJUDICE

Explanatory Note on Pension Changes – Hydro One Legacy Plan Members

Final Average Earnings

- Pension benefits earned for future service beginning March 31, 2025 would be based on a high five-year average instead of a high three-year average; the high three-year average would continue to apply to pension benefits earned for service prior to March 31, 2025

The above change will be incorporated into the 2016-2019 Collective Agreement, pension brochure and will require a pension amendment

b. Hydro One – New Plan Members

Effective January 1, 2018, a bridge benefit would be added equal to 0.625% up to the average YMPE for each year of service from January 1, 2018 onward while the member is earning a benefit under the basic formula; for clarity, there would be no 35/30 multiplier applied to the 0.625%.

4. Contribution Increases

Hydro One – Legacy Plan Members (pre November 17, 2005)

Employee pension contributions, effective April 1, 2016, - 0.5% below YMPE / 0.5% above YMPE

Employee pension contributions, effective April 1, 2017, -0.75% below YMPE / 0.75% above YMPE

Employee pension contributions, effective April 1, 2018, - 1.0% below YMPE / 1.5% above YMPE

Effective **April 1, 2018**, Amendment 10 part 4 will cease and the ultimate contribution rate will be 8.75% of salary up to the YMPE plus 11.25% of salary above the YMPE

JULY 24TH, 2015

HYDRO ONE PROPOSAL TERM/COMPENSATION/PENSION

WITHOUT PREJUDICE

Hydro One – New Plan Members (on or after November 17, 2005)

All probationary Society-represented employees hired on or after April 1, 2016 will be required to join the Plan on the first day of the month following the completion of their probationary period.

Employee pension contributions, effective April 1, 2016, -0.5% below YMPE / 0.5% above YMPE

Employee pension contributions, effective April 1, 2017, -0.75% below YMPE / 0.75% above YMPE

Employee pension contributions, effective April 1, 2018, -0.50% below YMPE / 1.00% above YMPE

For clarity, the ultimate contribution rate will be 8.25% of salary up to the YMPE plus 10.75% of salary above the YMPE

Employer current service contributions will not be less than employee contributions for the period up to March 31, 2025

5. Employee Lump Sum Payments and Shares

Hydro One – Legacy Plan Members (pre November 17, 2005)

Lump-Sum Payments

Society-represented employees contributing to the Pension Plan as of April 1, 2016 will receive the following:

--Lump sum payment of 1.0% of salary as of April 1, 2016 provided the individual is still an employee of Hydro One as of April 1, 2016 and contributing to the Pension Plan (adjusted if less than 12 months until employee no longer makes pension contributions and/or if the increase in pensions contribution is capped by the application of the maximum contribution to a registered pension plan under the ITA).

--Lump sum payment of 2.0% of salary as of April 1, 2017 provided the individual is still an employee of Hydro One as of April 1, 2017 and contributing to the Pension Plan (adjusted if less than 12 months until employee no longer makes pension contributions and/or if the increase in pensions contribution is capped by the application of the maximum contribution to a registered pension plan under the ITA).

JULY 24TH, 2015

HYDRO ONE PROPOSAL TERM/COMPENSATION/PENSION

WITHOUT PREJUDICE

IPO Share Grant Plan

Society-represented employees contributing to the Pension Plan as of September 1, 2015 will participate in an IPO Share Grant Plan, as follows:

--Share grants will be made on April 1st of each year starting April 1, 2018 and continuing up to and including April 1, 2029 (i.e., maximum of 12 grants) provided the individual is still an active employee of Hydro One as of the grant date and has less than 35 years of pensionable service, with the number of shares granted to each individual each year calculated as 2.0% of Salary as of September 1, 2015/Initial Share Price, adjusted if the increase in pension contributions is capped by the application of the maximum member contribution to a registered pension plan under the ITA

Example – if an employee has a salary on September 1, 2015 of \$100,000 and the initial share price is \$20.00, 100 shares (2% x \$100,000/\$20.00) will be granted to the employee each year up to a maximum of 12 grants. At the end of the 12 years, the employee will have 1200 shares

Hydro One – New Plan Members (on or after November 17, 2005)

Lump-Sum Payments

Society-represented employees contributing to the Pension Plan as of April 1, 2016 will receive the following:

--Lump sum payment of 1.0% of salary as of April 1, 2016 provided the individual is still an employee of Hydro One as of April 1, 2016 and contributing to the Pension Plan (adjusted if less than 12 months until employee no longer makes pension contributions and/or if the increase in pensions contribution is capped by the application of the maximum contribution to a registered pension plan under the ITA).

--Lump sum payment of 2.0% of salary as of April 1, 2017 provided the individual is still an employee of Hydro One as of April 1, 2017 and contributing to the Pension Plan (adjusted if less than 12 months until employee no longer makes pension contributions and/or if the increase in pensions contribution is capped by the application of the maximum contribution to a registered pension plan under the ITA).

JULY 24TH, 2015

HYDRO ONE PROPOSAL TERM/COMPENSATION/PENSION

WITHOUT PREJUDICE

IPO Share Grant Plan

Society-represented employees contributing to the Pension Plan as of September 1, 2015 will participate in an IPO Share Grant Plan, as follows:

--Share grants will be made on April 1st of each year starting April 1, 2018 and continuing up to and including April 1, 2029 (i.e., maximum of 12 grants) provided the individual is still an active employee of Hydro One as of the grant date and has less than 35 years of pensionable service, with the number of shares granted to each individual each year calculated as 2.0% of Salary as of September 1, 2015/Initial Share Price, adjusted if the increase in pension contributions is capped by the application of the maximum member contribution to a registered pension plan under the ITA

Example – if an employee has a salary on September 1, 2015 of \$100,000 and the initial share price is \$20.00, 100 shares ($2\% \times \$100,000 / \20.00) will be granted to the employee each year up to a maximum of 12 grants. At the end of the 12 years, the employee will have 1200 shares

JULY 24TH, 2015

HYDRO ONE PROPOSAL TERM/COMPENSATION/PENSION

WITHOUT PREJUDICE

6. Hydro One - Side Letter – Employment

Not to be reproduced in the collective agreement

For the term of the Collective Agreement, 20% of the regular workforce will be regular Society-represented staff. Management may, at its discretion, exceed the 20% level if deemed appropriate.

Failure to meet the 20%, in cases of force majeure or extraordinary circumstances, will trigger discussion and/or mediation/arbitration.

This agreement, which shall not be reproduced in the Collective Agreement, expires at the end of this Collective Agreement (March 31, 2019).

7. Hydro One - Side Letter – Outsourcing of Services Covered by the Inergi Master Services Agreement

This Side Letter is not to be reproduced in the collective agreement and shall only apply for the term April 1, 2016 to March 31, 2018. It is null and void effective March 31, 2018.

This Side Letter is only applicable to the work performed under the Inergi Master Services Agreement (“Outsourcing Agreement”), as entered into December 28, 2001, extended May 1, 2010 and re-awarded to Inergi on November 28, 2014. Under the Outsourcing Agreement, Inergi LP performs a range of services for Hydro One, as more particularly set out in or contemplated under the Outsourcing Agreement (the “Outsourced Services”). This side letter confirms that the Outsourced Services performed under the Outsourcing Agreement must be performed:

1. By persons employed within Ontario to perform those Outsourced Services, and
2. Physically located in Ontario at the time they perform those Outsourced Services

8. Hydro One – Side Letter – Employee Share Ownership Plan (“ESOP”)

As per the attached side letter

9. Default

Hydro One

In the event that the Hydro One IPO does not occur by March 31st, 2016, this agreement is rendered null and void, was entered into on a without prejudice basis and the parties will negotiate a renewal collective agreement for the agreement that expires March 31, 2016.

JULY 24TH, 2015

HYDRO ONE PROPOSAL TERM/COMPENSATION/PENSION

WITHOUT PREJUDICE



HYDRO ONE



THE SOCIETY

This agreement is conditional on an executed and ratified collective agreement between Hydro One and the Society.

July 24, 2015

Mr. Jim Botari
Hydro One Local Vice-President
The Society of Energy Professionals

RE: SIDE LETTER - EMPLOYEE SHARE OWNERSHIP PLAN ("ESOP")

This side letter shall not be reproduced in the collective agreement. All Society-regular staff hired after September 1, 2015 and all Society-regular staff hired prior to or on September 1, 2015 once they are no longer receiving IPO Share Grants or who are ineligible for IPO Share Grants shall have the opportunity to participate in the ESOP, subject to the following conditions:

Eligibility and Enrollment

- The ESOP will take effect on the date that the present shareholder is legally allowed to provide the benefits to employees
- Active employees of the company and its subsidiaries who are regular, full-time or reduced-hours employees.
- Eligible employees can enrol in the plan at any time after completing 6 months of continuous service.
- Probationary employees and temporary employees are not eligible to participate.

Participant Contribution Limitation

- Participants can elect to contribute between 1% and 4% of their base salary on a payroll deduction basis.
- There is no dollar cap on participant contributions.

Company Contribution / Purchase Price Discount

- Each payroll period, the company contributes 25% of each participant's total contributions.
- There is no dollar cap on company contributions.

Vesting / Holding Requirement

- The company matching shares are allocated to the participant's account after the underlying participant shares have been held for two years.
- Dividends are credited when paid and will be allocated to shares if those shares have been issued to the employee by the record date of the dividend.
- Upon termination of a participant's employment as a result of death, termination without cause, retirement, or his or her employer ceases to be a participating company, the 2 year hold period is accelerated and matching shares are awarded as soon as practicable.

Type of Account (i.e. non-registered, RRSP, TFSA)

- Non-Registered Account.

Open Market or Security Based Compensation Arrangement

- Contributions are used to purchase shares of the company on the open market, or to issue shares from Treasury or to provide a share equivalent obligation.



Jonathan Rebick
Vice President – Strategic Planning



Jim Botari
Hydro One Local Vice President

Memorandum of Agreement

Between

Hydro One Inc.

("Hydro One" or "The Employer")


and

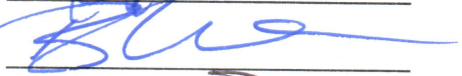
Society of United Professionals

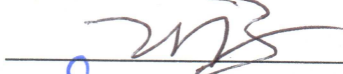
("Society" or "Union")

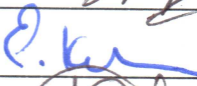
Now, therefore, the parties herein agree the following constitutes full settlement of all matters. This Memorandum of Agreement is subject to ratification by both parties before the following shall constitute full and final settlement of all matters.

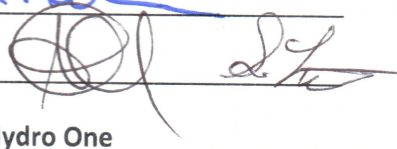
The parties also agree that this Hydro One Inc. – Society of United Professionals Collective Agreement shall include the terms of the April 1, 2016 - March 31, 2019 Hydro One Inc. – Society of Energy Professionals Collective Agreement provided, however, that all matters set out in the attached statement of Agreement are incorporated.



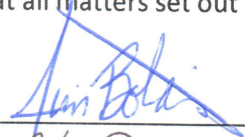


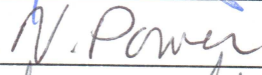


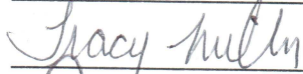


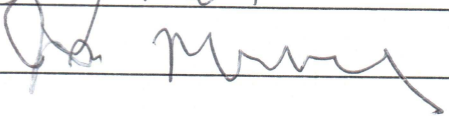


For Hydro One









For Society

March 22, 2019

Date

It is jointly agreed that the Collective Agreement covering the period of April 1, 2016 to March 31, 2019 will be amended as follows. All changes will be effective April 1, **2019** unless otherwise dated. The parties herein agree that the term of the Collective Agreement shall be from **April 1, 2019 – March 31, 2021**.

Memorandum of Agreement

Between

Hydro One Inc.

(“Hydro One” or “The Employer”)

and

Society of United Professionals

(“Society” or “Union”)

Now, therefore, the parties herein agree the following constitutes full settlement of all matters. This Memorandum of Agreement is subject to ratification by both parties before the following shall constitute full and final settlement of all matters.

The parties also agree that this Hydro One Inc. – Society of United Professionals Collective Agreement shall include the terms of the April 1, 2016 - March 31, 2019 Hydro One Inc. – Society of Energy Professionals Collective Agreement provided, however, that all matters set out in the attached statement of Agreement are incorporated.

For Hydro One

For Society

Date

It is jointly agreed that the Collective Agreement covering the period of April 1, 2016 to March 31, 2019 will be amended as follows. All changes will be effective April 1, **2019** unless otherwise dated. The parties herein agree that the term of the Collective Agreement shall be from **April 1, 2019 – March 31, 2021.**

ARTICLE 2 RECOGNITION CLAUSE

Article 2.5 Exclusion Process:

...

5. Attachment 1 is the exclusion form which will be used in accordance with this process. The Society's agreement to exclude any position under this process is without prejudice to its position in any proceedings and will not limit the Society's right to challenge the exclusion at a later point in time. **The timeline for providing a response will be up to 10 business days once the exclusion form, current and proposed approved organizational charts, new/revised job documents showing changes (if any) and rationale have been provided.**

Add New Side Letter

RE: CYBER SECURITY EMPLOYEES

1. **The parties agree to establish a Joint Committee to review the current excluded Hydro One MCP jobs that include Cyber Security duties to determine whether they are distinct from jobs that include full-time security work in their duties. The intent of the review is to determine if jobs that include Cyber Security work should reside within the Society jurisdiction.**
2. **The Committee will meet within 90 (ninety) days of ratification and will make joint recommendations to the Local Society VP and the VP of Labour Relations for consideration by November 29, 2019. Only those recommendations that are jointly agreed to will be implemented. These timelines may be amended by mutual agreement.**

ARTICLE 5 – TEMPORARY ASSIGNMENTS

Amend Article 5.1.2:

5.1.2 The Society shall continue to represent employees who have been temporarily removed from their regular positions to perform work outside the bargaining unit for the first three months of the temporary assignment. Dues shall be deducted and remitted to the Society for the three month period **unless the temporary assignment is to an MCP position, in which case dues shall be deducted and remitted for the full duration of the assignment.**

ARTICLE 9.1 – COLLECTIVE AGREEMENT TERM

- 9.1 This Collective Agreement shall remain in effect from April 1, ~~2016~~**2019** to March 31, ~~2019~~**2021** inclusive and, thereafter, shall be renewed automatically from year to year unless either Party notifies the other in writing not less than 90 days prior to the expiration of the Collective Agreement that it desires to amend the Collective Agreement.

ARTICLE 9.2 NO STRIKE/NO LOCKOUT

The Society, employees within the scope of the bargaining unit, and Hydro One are pledged to the effective and efficient operation of Hydro One and they pledge themselves, individually and collectively, to refrain from taking part in strikes, lockouts or sympathy strikes and other interference with work or production during the term of the Agreement.

Nothing in this Collective Agreement is intended to interfere with the exercise of lawful economic sanctions under the Ontario Labour Relations Act and the Canada Labour Code by any member of the bargaining unit or bargaining units as the case may be or by the Society itself should either party to the Agreement elect to terminate Sections 4.0 and 5.0 of the Voluntary Recognition Agreement.

NEW ARTICLE 9.4 SENIORITY FOR TRANSFERRED OR ACQUIRED EMPLOYEES

9.4.1 Employees who were transferred or acquired from another employer shall be entitled to seniority under Article 64.3.16 solely for the purposes of Article 64 as follows:

- a) **Employees transferred from Inergi CSO on March 1, 2018 will be credited with full seniority with respect to past employment with Ontario Hydro, Hydro One, Vertex, and Inergi prior to March 1, 2018 or;**
- b) **Section 4 of LOU 7 (Hydro One Acquisitions) or;**
- c) **Section 1 of LOU^[1] (Society-Represented Inergi Applicants to Posted Supply Chain Vacancies).**

Add the following Article and delete LOU 2:

16.8 Expediting Redeployment Grievances and Arbitrations

16.8.1 Complaint and Grievance Procedure

- ~~1-a)~~ This **Section (Expedited Redeployment Grievances and Arbitrations)** ~~agreement~~ applies to grievances arising from the administration of Employment Continuity provisions of the Collective Agreement (Article 64.1.2), including the redeployment process in each Unit of Application, non-selection to positions in the mix and match and non-selection of employees entitled to priority placement in the search/notice period, and to decisions of JROTs.
- ~~2-b)~~ Except as specified in this ~~agreement~~, **Section** all provisions and practices established in relation to the Complaint and/Grievance/Arbitration Procedure apply to these grievances.
- ~~3-c)~~ An employee's complaint must be submitted no later than **twenty** (20) working days after completion of the Mix and Match, e.g. final approval of the JRPT Second Report or equivalent, the JROT decision, or the selection process that includes the decision he or she feels is unfair.
- ~~4-d)~~ At Step 1 of the grievance procedure, the Society will submit complaints within the scope of this ~~agreement~~ **Section** to the relevant JRPT, JROT, and/or line management through Labour Relations Strategy Division. Management and ~~the~~ Society will be given **ten (10)**

^[1] Need to assign a LOU #

working days to attempt to resolve the grievance. The Society's position on the grievance is not prejudiced by that of Society members of JRPTs or JROT's.

- ~~5-e)~~ Failing resolution at Step 1, ~~the~~ Society may advance the grievance to Step 2 of the grievance procedure within a further **ten** (10) working days.
- ~~6-f)~~ The Parties will appoint regular and backup members to at least one Standing Redeployment Grievance Team, which will act as a Second Step Grievance Committee according to the terms of the Collective Agreement. The Committee will meet within **ten** (10) days of a grievance being filed to attempt to resolve the grievance.
- ~~7-g)~~ Failing resolution at Step 2, ~~the~~ Society may refer the grievance to arbitration within **twenty** (20) working days. The Parties will designate and retain one arbitrator for grievances under this **Section agreement**.

16.8.2 Arbitration

- ~~8-a)~~ The parties will review case by case the appropriateness of the following expedited arbitration process for grievances arising from the Expedited Redeployment Grievance process.
- ~~9-b)~~ ~~Mr. Joseph W. Samuels~~ **Mr. John Stout**, or another arbitrator acceptable to the parties, will be retained as arbitrator for Employment Continuity grievances and he will be asked to deal with agreed-upon cases according to the terms of **(c) point 10**, below. The arbitrator shall control the proceedings and retain jurisdiction to require further submissions of fact or argument as he deems necessary to determine the matter.

~~10-c)~~ The expedited arbitration process will require the following:

- ~~i.~~ ~~e~~Each grievance can be heard on one day. ~~m~~More than one grievance may be scheduled per day subject to the arbitrator's direction.
- ~~ii.~~ ~~t~~The parties will prepare and sign a Joint Statement of the facts giving rise to the dispute, the facts in dispute (to the extent practicable), and any agreement as to the issues to be decided by the arbitrator. The Joint Statement must be developed prior to scheduling the hearing date.
- ~~iii.~~ ~~e~~Each party will present three copies of a Case Statement at the outset of the hearing. The Case Statement will state the issues to be determined, the facts on which the party relies, and a summary of the position of the party, supported by documentary exhibits and references to the Collective Agreement, jurisprudence or other authorities.
- ~~iv.~~ ~~w~~Witnesses may be called where the arbitrator rules that there is a material factual dispute and determines which parts of the evidence sought to be called appear relevant and material to the determination of the grievance. Witnesses will be under oath and subject to examination and cross-examination.
- ~~v.~~ ~~e~~Oral argument will be limited to the position of the party set out in the Case Statement and the rebuttal of the other party's argument.
- ~~vi.~~ ~~t~~The arbitrator will determine the matter as soon as possible, with a written decision issued to the parties within ten working days of the hearing date. Failure to meet a time limitation under this process will be deemed a technicality that does not invalidate the proceedings or the award.

~~11-d)~~ Where the parties do not agree that a case is appropriate for this procedure, it will be dealt with by the same arbitrator as a conventional referral to arbitration.

ARTICLE 23 – SALARY SCHEDULES

23.1 Salary rates shall be in accordance with Salary Schedules 01, 02 and 03 that are part of this Agreement.

23.2 The salary schedules shall be increased **by 2.0% effective April 1, 2019 and by 2.0% effective April 1, 2020.**

Add New Article 23.3:

23.3 **If Hydro One decides to introduce a top hat incentive program based on individual performance, it will engage in meaningful consultation with the Society in advance of implementation. Hydro One will not introduce such an incentive program without agreement from the Society. Agreement may not be unreasonably withheld.**

ARTICLE 24 – ESCALATOR CLAUSE

24.1 In the event that Hydro One and the Society negotiate a Collective Agreement for a term of more than one year, a Cost of Living Adjustment (COLA) escalator clause shall become part of such an Agreement and shall be applicable to all employees covered by that Agreement.

24.2 **(Suspended for term of this Collective Agreement).**

ARTICLE 29 – JOB EVALUATION PLANS

NOT TO BE REPRODUCED IN THE COLLECTIVE AGREEMENT:

The parties agree to establish a joint committee to review and modernize Plan A. The committee will meet by September 2019 and will make joint recommendations to the Local Society VP and the VP of Labour Relations for consideration no later than December 31, 2020. Only those recommendations that are jointly agreed to will be implemented. These timelines may be amended by mutual agreement.

ARTICLE 31 – SALARY PROGRESSION PLAN

Add New Side Letter

The parties agree to establish a Joint Committee to review the current wage structures and identify opportunities to modernize and achieve better market alignment.

The Committee will meet within 90 (ninety) days of ratification and will make joint recommendations to the Local Society VP and the VP of Labour Relations for consideration by March 30, 2020. Only those recommendations that are jointly agreed to will be implemented. These timelines may be amended by mutual agreement.

Amend Article 31:

~~31.1 Effective October 1, 2007 the Performance Pay Plan (1978, revised 1987) is eliminated and replaced by a new salary progression plan as described in Section 31.2. For clarity, at the end of 2007 Hydro One will not make the minimum performance payout of 1.0% of base payroll for the performance year 2007.~~

~~31.21 A~~ **The new-current** salary progression plan, will be implemented on October 1, 2007, that includes the following features:

- a. Three salary schedules ~~will be created,~~ recognizing 35-hour, 37.5-hour and 40-hour work weeks. ~~The 35-hour schedule will replace Schedule 01, the 40-hour schedule will replace schedule 08 and the 37.5-hour schedule will replace schedule 02.~~ Current prorating pay treatment for base hours as per Article 68 remains unchanged with the exception of those covered under LOU #5.
- b. The current job evaluation plans will continue to apply.
- c. Progression will be on an annual basis.
- d. ~~The MP1 salary band will be eliminated and MP2 through MP6 salary bands will remain.~~
- e. ~~Salary ranges for all salary bands shall be equivalent to current 70%–100%.~~
- f.d. Progression ~~from 70% to 100%~~ **between steps on the band shall is** be as follows:

Step 1 = 70% of Step 9

Step 2 = 75% of Step 9

Step 3 = 80% of Step 9

Step 4 = 84% of Step 9

Step 5 = 88% of Step 9

Step 6 = 91% of Step 9

Step 7 = 94% of Step 9

Step 8 = 97% of Step 9

Step 9 = 100% of Step 9

~~g.e. Schedule 04 is eliminated as it is incorporated into the initial steps of MP2. All new grads will be hired at either 70% or 75% Steps 1 or 2 of MP2. Article 25 will be amended and/or obsoleted as required.~~

~~h.f.~~ Employees will automatically progress to the next step on their anniversary date of

appointment to their position unless withheld by management (as per Article 19.4).

~~31.32 The transition to the new~~**The salary progression plan is as follows: will be as follows:**

- a. Effective October 1, 2007, all current employees ~~were~~ **will be** mapped to the step nearest in the applicable salary band that is not less than their current pay.
- b. All employees paid above the rate for the highest step in their salary band ~~were~~ **will** be "green circled" i.e. will continue to be eligible to receive economic increases.
- c. October 1 ~~will become~~ **is** the "anniversary date" for **the transitioned** employees except ~~as follows:~~

~~i. For employees who are appointed to a different position or persons hired into Society represented positions subsequent to the implementation date~~**October 1, 2007;** their anniversary date will become the date of appointment to this new position.

31.3 The anniversary date for employees hired into Society-represented positions after October 1, 2007 will be the date of appointment to their position.

ARTICLE 33 – TEMPORARY EMPLOYEES

33.1 Society Notification

...

Temporary employees will have their applications for vacancies considered in accordance with Clause 65.6.3.h with the following exception: the employer may, at its sole discretion, refuse to process and consider an application for a vacancy from a temporary employee up to but not including the last six months of the employee's **initial** temporary assignment. This discretion is not subject to the grievance-arbitration procedure. Notwithstanding the above, Hydro One may utilize a temporary employee for up to 36 months with the approval of the appropriate Society representative.

...

Amend 33.3 as follows:

33.3 Temporary Employees with More than 12 Months' Service

a) Temporary employees with more than 12 months' service are entitled to:

- i. sick leave credits equal to eight days at 100% and 15 days at 75% per annum;
- ii. performance appraisals;
- iii. ~~consideration for~~ **automatic** step progression **in accordance with Article 31 unless withheld by management (as per Article 19.4);**
- iv. severance pay equal to two weeks' base salary per continuous year of service;
- v. All items in Section 33.2 above, except for 33.2.1(iv), will also apply to these employees.

b) Where temporary employees have more than 12 months of consecutive service 33.2.1 i) shall not apply. Instead, such employees shall receive a vacation entitlement equal to one and one quarter days for each full month of service after 12 months.

ARTICLE 34 PAID/UNPAID TIME OFF

Article 34.2 - Funeral Leave

Amend as follows:

a) ~~Provincially Regulated Employees~~

In the event of the death of a family member, ~~including parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, husband, wife, son, son-in-law, daughter, daughter-in-law, grandparents, grandparents-in-law, and grandchildren,~~ an employee may be granted leave of absence with pay. The supervisor will take into consideration the relationship of the deceased, the distance that the employee has to travel, and the need for the employee to attend to arrangements when deciding how much time is to be granted. Usually a period of up to three days is an adequate amount of time. **For this article, family member includes:**

- spouse (includes both married and unmarried couples, of the same or opposite genders)
- parent, step-parent, foster parent, parent-in-law, child, step-child, foster child, daughter-in-law, son-in-law, grandparent, step-grandparent, grandparent-in-law, grandchild or step-grandchild of the employee;
- sibling, step-sibling, brother-in-law or sister-in-law of the employee
- relative of the employee who is dependent on the employee for care or assistance.

In the event of the death of a fellow employee, time off with pay may be granted to attend the funeral.

Article 34.3 Medical and Dental Appointments

An employee may attend a medical consultation, receive dental treatment or be absent because of sickness for less than one-half day without reduction of sick leave credits and/or pay. **Normally employees will be expected to arrange routine medical or dental appointments during non-working hours.**

Article 34.4 Family Care:

34.4 Family Care

An employee is entitled to take time off for family care. Normally, up to five **(5)** days a year may be taken for this purpose. By mutual agreement with his/her supervisor, the employee may pay for this time by using his/her banked overtime, by working back the time over a reasonable period of time, or by taking the time off without pay. **Upon request, an employee may take an additional five (5) days a year unpaid.**

Add New Side Letter: Not to be included in the Collective Agreement

Re: Leaves of Absence

The parties agree to establish a Joint Committee to examine the following leave provisions, Domestic Violence Leave, Death of Child Leave and Family Medical Leave with the intent of examining how Society Represented Hydro One employees can appropriately access these leaves and be supported by the Employer and Society.

The Committee will meet within 90 (ninety) days of ratification and will make joint recommendations to the Local Society VP and the VP of Labour Relations for consideration by November 29, 2019. Only those recommendations that are jointly agreed to will be implemented. These timelines may be amended by mutual agreement.

ARTICLE 39 – RELEASE OF SOCIETY REPRESENTATIVES

Amend Article 39.2.3:

39.2.3 Society Delegates and members of the Board of Directors will be permitted two (2) days per year at their normal base rates to attend Delegates' Council meetings. **In the event that a Society Delegate or Board Member is unable to attend, the Society must notify the Employer that a substitute is attending in their place.** Members of the Board of Directors will be permitted up to 12 additional days per calendar year at their normal base rates, to attend Society Board meetings.

Renew current side letter: Not to be included in the Collective Agreement

Re. Article 39 Society Release

For the term of the Collective Agreement the parties agree to continue the agreements with respect to four (4) Unit Directors and the Local Vice President.

ARTICLE 40 VACATIONS

Amend Article 40.16:

40.16 Vacation Carry-Over

40.16.1 ~~Where it is mutually agreeable, the e~~**Employees** may carry-over a maximum of one week's vacation to the following year. (to be taken by April 30th of that following year). ~~Request for carry-over must be made prior to September 1.~~

Add New Side Letter: Not to be included in the Collective Agreement

RE: ALIGNING VACATION ENTITLEMENT YEAR WITH CALENDAR YEAR

The undersigned parties agree to work together to implement all required changes to align the vacation entitlement year with the calendar year for all Society represented employees at the time Hydro One transitions to a new HR information system. The timing of this transition is not yet certain and will be determined based on the sole and absolute discretion of the Employer.

ARTICLE 43 – PREGNANCY/PARENTAL LEAVE

Amend Article 43:

Definitions

Pregnancy leave means a leave of absence of up to 17 weeks for a pregnant employee who has been employed by Hydro One for at least 13 weeks immediately preceding the expected birth date. Unless provided for in this Article, this leave is without pay.

Parental leave means a leave of absence for an employee who has been employed by Hydro One for at least 13 weeks and who is the parent of a child. This employee is entitled to a leave of absence following the birth of the child, or the coming of the child into the custody, care and control of the parent for the first time. Unless provided for in this Article, this leave is without pay.

For an employee who takes pregnancy leave, the leave of absence is for a period of up to ~~35-61~~ weeks. For an employee who does not take pregnancy leave, the leave of absence is for a period of up to ~~37-63~~ weeks.

43.1 Pregnancy Leave

- a) Start Date: Pregnancy leave may begin at any time during the 17 weeks immediately preceding the expected date of delivery **or as the date of birth, if earlier.**
- b) End Date: Pregnancy leave normally ends 17 weeks after the pregnancy leave began, **if the employee is entitled to parental leave. If the employee is not entitled to parental leave, then their pregnancy leave ends on the later of:**
 - i. **17 weeks after the pregnancy leave began, or**
 - ii. **12 weeks after a still-birth, or miscarriage.**
- c) Notice: The employee must give Hydro One as much notice as possible and a certificate from a legally-qualified medical practitioner stating the expected birth date. In no case, however, will the employee provide less than two weeks' written notice of the day the leave is to begin. ***If an employee stops working earlier than expected because of a birth, stillbirth or miscarriage, she may give retroactive written notice within two weeks after she stops working.***
- d) Reinstatement: At the end of pregnancy leave, the employee will be eligible to return to the position the employee had prior to the leave, if it still exists, or to a comparable position, if it does not.
- e) Benefits: Hydro One will continue to pay Hydro One portion of the contributions for Group Dental, Extended Health Benefits, Pension Plan, Life Insurance, and any other type of benefit plan related to the employee's employment as prescribed by the *Employment Standards Act ("ESA")* ~~or provincially regulated employees, and the *Canada Labour Code* for federally regulated employees,~~ for the duration of the pregnancy leave,

unless the employee gives Hydro One written notice that the employee does not intend to pay the employee portion of the contributions, if any.

- f) Service Credits: Employees on pregnancy leave shall be entitled to normal accumulation of service credits for the duration of the pregnancy leave.
- g) A pregnant employee may continue to work during a normal pregnancy until such time as the duties of her position cannot be reasonably performed.
- h) An employee on pregnancy leave does not qualify for sick leave.

43.2 Parental Leave

- a) Start Date: The parental leave must begin no later than ~~52-78~~ weeks after the day the child is born or comes into the custody, care and control of the parent for the first time ~~for provincially or federally regulated employees.~~

The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the care and control of the parent for the first time.

- b) End Date: Parental leave ~~normally ends 35-~~ **may end 61** weeks after the parental leave began for an employee who also took pregnancy leave or ~~37-63~~ weeks for an employee who did not take pregnancy leave.
- c) Notice: The employee must give Hydro One as much notice as possible but in no case will there be less than two weeks' written notice of the date the leave is to begin.
- d) Reinstatement: At the end of parental leave, the employee will be eligible to return to the position the employee had prior to the leave, if it still exists, or to a comparable position, if it does not.
- e) Benefits: Hydro One will continue to pay the employer portion of the contributions for Group Dental, Extended Health Benefits, Pension Plan, Life Insurance, and any other type of benefit plan related to the employee's employment as prescribed by the ~~Employment Standards Act "ESA", for provincially regulated employees, and the Canada Labour Code for federally regulated employees,~~ for the duration of the parental leave, unless the employee gives Hydro One written notice that the employee does not intend to pay the employee portion of the contributions, if any.
- f) Service Credits: Employees on parental leave shall be entitled to normal accumulation of service credits for the duration of the parental leave.
- g) An employee on parental leave does not qualify for sick leave.

43.3 Benefits Under the Supplementary Unemployment Benefit (SUB) Plan

- a) In order to be paid a leave benefit in accordance with the SUB Plan, the employee:

- i) must provide Hydro One with proof that she/he has applied for, and is eligible to receive unemployment insurance benefits pursuant to the *Employment Insurance Act ("EI")*; and,
 - ii) must be regular and employed by Hydro One for at least 13 weeks immediately preceding the date of delivery/adoption; *and*,
 - iii) must (a) be on pregnancy leave, *or* (b) be on parental leave.
- b) According to the SUB Plan, payments will consist of the following:
 - i) for the first ~~two (2) weeks~~ **week, a payments** equivalent to ninety-three percent (93%) of the employee's base pay (pregnancy leaves only, not parental leaves); and
 - ii) when receiving EI benefits, payments equivalent to the difference between the EI benefits and ninety-three percent (93%) of the employee's base pay. **for the durations specified in the attached "TOP-UP" chart.** ~~See attached chart for duration of this "top up".~~
 - iii) where an employee becomes eligible for an annual increment/salary schedule adjustment during the period of pregnancy/parental leave, payments under 43.3(b)(i), 43.3(b)(ii) and 43.3 (b)(iii) shall be adjusted accordingly.
- c) An employee who qualifies under Section 43.3(a) shall sign an agreement with Hydro One providing:
 - i) that she/he will return to work and remain in Hydro One's employ for a period of six (6) months from the date of return to work;
 - ii) that she/he will return to work on the date of the expiry of pregnancy/parental leave, unless this date is modified with Hydro One's consent or unless the employee is then entitled to a leave extension provided for in this Article;
 - iii) that should the employee fail to return to work as per the provisions of Subsections 43.3(c)(i) and 43.3(c)(ii), the employee recognizes that she/he is indebted to Hydro One for the amount received under the SUB plan.

PREGNANCY/PARENTAL LEAVES - TIME LINES



~~TOP-UP PROVINCIAL~~

(Only maximum entitlements available are shown)

Birth Mothers:

Pregnancy Leave

2 wks 1 wk 93%	15-16 wks EI+SUB=93%
--	--

Plus Parental Leave as outlined below.

All parents who are entitled to Parental Leave and EI Benefits in accordance with the ESA ~~Employment Standards Act~~

Parental Leave if EI Eligible

2-1 week waiting period (if required)*	3 weeks	Maximum 32 weeks
Unpaid	EI + SUB = 93%	EI

- Duration of Parental Leave is maximum ~~35-61~~ weeks if the employee has preceded their Parental Leave with Pregnancy Leave. Otherwise, maximum is ~~37-63~~ weeks.

* Note: A waiting period is not always required. Should parents choose to share parental benefits, the parent filing the second claim will not be required to serve a ~~two~~**one**-week waiting period. There will be one waiting period per birth or adoption.

All parents who are entitled to Parental Leave in accordance with the ESA ~~Employment Standards Act~~ but who are ineligible for EI Benefits

Parental Leave if ineligible for EI

Maximum 35-63 weeks
Unpaid

Article 48 – EXTENDED HEALTH BENEFITS (EHB)

PART X – HEALTH BENEFITS

Amend as follows:

All changes will come into effect April 1, 2019 unless otherwise indicated;

- **Registered Clinical Psychologist – Increase coverage amount for psychologist to \$2,500 and add the following providers within the coverage – Masters of Social Work, Psychotherapist, and Speech Pathologists (remove Speech Therapist stand-alone coverage).**
- **Maintenance Drugs – Implement minimum 90-day refill.**
- **Delete language on page 11 of the Health and Dental Brochure under “Prescription Drugs” re: wholesale plus 10% to align with reimbursement to pharmacists being based on the negotiation of our provider.**
- ~~Radial Kerotomy and Laser eye surgery is~~ **Keratotomy** are covered up to a maximum of \$3,000 per person per lifetime.
- **Therapeutic Equipment – Amend language to include coverage for electric hospital beds when prescribed by a physician.**
- **Diabetic Supplies – add Continuous Glucose Monitoring (CGM) devices and related supplies up to the R&C of the Freestyle Libre.**
- **Private Duty Nursing – Allow for Registered Practical Nurses (RPN) in addition to the Registered Nurses (RN) currently allowed under the plan.**

Add New Side Letter Re. Preferred Pharmacy Network (PPN)

The parties agree to implement a trial of Green Shield Canada’s PPN for speciality and high cost drugs for the term of the collective agreement.

During this trial period, Hydro One will provide the Society, on a semi-annual basis, with reports on data relevant to the PPN usage by Society-represented employees, including types of drugs purchased and cost.

Under no circumstances will implementation of the PPN trial result in an employee being denied coverage for a prescribed drug that would otherwise have been covered under Hydro One’s benefit plan.

This Side Letter and the PPN trial period will expire at the end of the collective agreement term (March 31, 2021). Society represented employees will no longer participate in the PPN after this date unless the parties jointly agree to continue participation.

ARTICLE 53 – MOVING EXPENSES

Amend 53.2.1 as follows:

53.2.1 Normally, for involuntary moves and moves that result from appointments that represent a promotion, **the employee’s work headquarters must move at least 25 km by the shortest normal route from their current work headquarters and the an**-employee must move a minimum of 40 road kilometres by the shortest normal route closer to the new work location to qualify for relocation assistance. For voluntary moves that result from appointments that represent a lateral or demotion, this minimum moving distance is ~~increased to~~ 125 kilometres.

ARTICLE 58 – OVERTIME

Amend Article 58 by adding the following paragraph (numbering to be determined):

Employees who have worked overtime qualify for a rest period based on the following:

- a) An employee who is required to work continuously for more than sixteen (16) hours, or an employee who accumulates sixteen (16) hours of working time in any twenty four (24) hour period, shall be entitled to an eight (8) hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work they shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the overtime worked.

Should the employee be required to continue working beyond the above sixteen (16) hour work periods, the employee shall be paid two (2) times their normal basic rate until an eight (8) hour rest period is granted.

Should an employee be released before sixteen (16) hours have elapsed, they will not be entitled to an eight (8) hour rest period, and their right to continue work at straight time will be governed by Article 70.3.

- b) An employee on day work who is required to work four (4) but less than six (6) accumulative overtime hours between the hours of 2300 and 0700 shall be entitled to a four (4) hour rest period.
- c) An employee on day work who is required to work six (6) or greater accumulative overtime hours between the hours of 2300 and 0700 shall be entitled to an eight (8) hour rest period.
- d) If the rest period in b) and c) above extends into the employee's normal scheduled hours of work, they shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. Should the employee be required to continue working during normal scheduled hours, the employee shall be paid at two (2) times their normal basic rate until the rest period is granted.

Amend Article 58 by adding the following paragraph (numbering to be determined):

- An employee called into work outside of their regular hours of work shall receive a minimum of one (1) hours pay at the applicable overtime rate.

ARTICLE 59 – TRAVEL TIME

Add Side Letter - Travel Time

The parties agree to establish a Joint Committee to review the current provisions of Article 59 with the intent to simplify the language, to provide fair and reasonable provisions for employees who are required to travel on business, and to meet Hydro One's need for provincial coverage in a cost effective manner.

The Committee will meet within 90 (ninety) days of ratification and will make joint recommendations to the Local Society VP and the VP of Labour Relations for consideration by November 29, 2019. Only those recommendations that are jointly agreed to will be implemented. These timelines may be amended by mutual agreement.

ARTICLE 64 – REDPLOYMENT, SURPLUS STAFF PROCEDURE AND CHANGE OF EMPLOYER

Amend Article 64.3.16:

64.3.16 "SENIORITY" shall mean all prior service with Ontario Hydro *and* Hydro One or other eligible seniority as per the transition provisions in **Sections 9.3 or 9.4**, regardless of breaks in employment, employee category and/or bargaining unit/ representational status. Regular employees who currently work reduced hours or have done so in the past, will have such service calculated as if it were full-time. In the event that a contractor is determined to be dependent, service shall be counted from the date of a declaration of dependent contractor application to the OLRB or the date of joint agreement between Hydro One and the Society regarding contractor status.

64.10.1 Unit of Application

64.10.1.1 Definitions

Unit of Application shall mean the organizational unit (e.g., Department, Division, Business Unit, ~~Subsidiary~~ or a cross Hydro One grouping) in which seniority and the identification of surplus staff shall be administered.

For the purposes of Article 64:

- *Business Unit* shall mean the organizational unit **as outlined in 64.10.1.5** ~~under a subsidiary President/CEO.~~
- *Division* shall mean an organizational unit **as outlined in 64.10.1.5** ~~under a direct report to a subsidiary President/CEO.~~

Amend Article 64.10.1.5:

64.10.1.5 With respect to the Hydro One organization effective April 1, ~~2016~~**2019**, the default Units of Application shall be defined pursuant to the ~~chart found at Appendix VII~~ **table found below:**

Divisions (Default)**Business Unit (Default)**

-Stations & Operations -Lines & Forestry -Remote Communities	Operations I
-Planning -Construction / Project Management -Engineering Services	Operations II
-Customer Service -Corporate Relations (Corporate Affairs, External Relations, First Nations & Metis Relations)	Customer & Corporate Relations
-IT (Corporate Projects, Enterprise IT, Power System IT) -Security -Hydro One Telecom	Technology & CIO
-People & Culture, Health, Safety & Environment	People & Culture / Health, Safety & Environment
-Finance (Corporate Finance, Treasury & Risk, Audit, Pensions, General Council, Business Planning, Corporate Tax, Regulatory Affairs, Corporate Controller) -Shared Services (Fleet, Supply Chain, Facilities & Real Estate, Outsourced Services)	Finance (CFO) / Shared Services / Internal Audit / General Council / Investment & Pension / Treasury & Risk

Amend Article 64.10.4 Identification of Surplus Employees

a) Viability of the Work Unit

If the ability of the organizational unit to adequately perform its functions is placed in jeopardy by the application of seniority, the Joint Redeployment and Planning Team may decide to protect sufficient lesser service employees to restore the viability of the organizational unit. If the team is unable to reach consensus, then Senior Management (e.g., Directors, ~~General Managers~~ **Vice Presidents**) will decide. In situations where junior staff are protected by the implementation of this Subsection, and where the Unit of Application is smaller than a Business Unit, greater service employees who cannot be placed as a result of such protection shall have the right to have their seniority applied across the Business Unit.

Add New Side Letter:**Change of Employer:**

Change of Employer

If an employee is transferred to a new employer under article 64.6 of the Collective Agreement and Hydro One hires employees doing the same work in the same classification performing the same duties as the transferred employee(s) within twenty-four (24) months of their transfer then such transferred employees will be offered positions in the classification being hired by Hydro One on the basis of seniority and without loss of seniority or service credits for their period of employment outside of Hydro One. This agreement shall not be reproduced in the Collective Agreement and expires *March 31, 2021*.

Add New Side Letter Re. Article 64

Articles 64.8, 64.10.5.1 and 64.13.2.2 will be temporarily amended as indicated below. This agreement, which shall not be reproduced in the Collective Agreement, expires ***March 31, 2021***. On that date, the temporary amendments will expire and Articles 64.8 64.10.5.1 and 64.13.2.2 will revert back to the language in the collective agreement.

64.8 will be temporarily amended as follows:

In circumstances where Management is aware that job loss may occur, subject to work unit viability Hydro One will allow for voluntary termination by an employee in the affected work group. In such cases, employees who terminate their employment, will be entitled to 100% of their own basic and service-based payment in lieu of notice and severance entitlements, plus an additional week of severance for each completed year of service, to a maximum additional payment of 26 weeks' pay. The combined total of the employee severance entitlement, plus the additional week under this Section cannot exceed 78 weeks. The combined total of the payment in lieu of notice and severance entitlement cannot exceed **104** ~~138~~ weeks. With the agreement of the Society, Hydro One may offer voluntary separation incentives such as focused pension incentives, retirement bridges etc.

Subject to any Canada Revenue Agency (CRA) rules and regulations, an employee may:

- Transfer a portion of any monies received into a RRSP; and/or
- Elect to receive his/her payment in one (1) lump sum or two (2) equal instalments over 2 consecutive calendar years. Where the employee elects two (2) instalments, Hydro One will make the 2nd payment within the first half of the 2nd year.

64.10.5.1 will be temporarily amended as follows:

Voluntary Surplus

An employee from the affected unit of application who would not otherwise be surplus may volunteer to be declared surplus, subject to the following:

- a) The withdrawal of surplus status will be offered in seniority order to those surplus employees who are qualified to perform the duties

and responsibilities of the position of the employee who is volunteering.

- b) The surplus employee will not be considered for a promotion, but may be considered for a promotion-in-place position.
- c) This must result in the withdrawal of surplus status from the surplus employee.
- d) The employee who is volunteering to be surplus will assume the surplus entitlements of the surplus employee who has his/her surplus status removed **to a maximum of 104 weeks**. A JRPT may recommend that different entitlements be made available to employees volunteering to be surplus.
- e) The exchange of employees arising out of the application of these provisions is subject to the approval of Hydro One. The decision to approve (or disapprove) will be on the basis of further disruption to the work of the affected work unit.

64.13.2.2 will be temporarily amended as follows:

Lump Sum Payments and Voluntary Resignation

On termination, surplus employees will be entitled to their payment in lieu of notice and severance entitlements in the form of a lump sum payment in accordance with the following:

One hundred percent (100%) of their basic payment in lieu of notice entitlement, plus 100% of their service based payment in lieu of notice entitlement plus 100% of their severance pay entitlement, less any period on payroll during the vacancy transition phase if applicable. **This payment will be capped at 104 weeks.**

ARTICLE 65 – VACANCIES (RELIEF, ROTATIONS AND SELECTIONS)

Amend Article 65.5.2:

65.5.2 Rotations that will last longer than twelve (12) months in duration will be posted **for no less than seven (7) days**. The scope of the posting will be determined by the receiving unit and may be within the Department, Division/Business Unit or Hydro One-wide. Hydro One will post rotational opportunities on the Hydro One website. Rotations that are not posted will not exceed twelve (12) months in duration.

Amend Article 65.6 as follows:

65.6 Selections for Ongoing Positions (Other Than Relief or Rotations)

65.6.1 All vacancies for ongoing positions (i.e., assignments which do not fall into the category of relief or rotations) **shall be posted for no less than fourteen (14) days. These**

positions shall be advertised Hydro One-wide unless there is agreement with the applicable Society representative or the following conditions apply:

Amend Article 65.6.3 Selection Priority for Vacancies:

If there is more than one applicant for a vacancy within the Society's jurisdiction, the applicants will be considered in the priority set out below:

- a) Surplus Society-represented applicants who have elected to remain on payroll for the “vacancy transition phase” for whom the vacancy represents a lateral or demotion including surplus trainees applying for MP2 or equivalent or lower rated positions on Schedules 01 and 02 who have progressed to at least Step 5 and who were mixed and matched with Schedule 01 and 02 employees;
- b) Surplus employees in positions covered by Article 25 (“trainees”) who were not mixed and matched with Schedule 01 and 02 employees and who have greater seniority than Surplus Applicants on Salary Schedules 01 and 02 and have elected to remain on payroll for the “vacancy transition phase” will have priority consideration for MP2 and equivalent or lower rated vacancies before the applications from all other individuals other than those in (a) above.
- ~~c) Surplus Management Compensation Plan (MCP) applicants from positions that are excluded from the Society for whom the vacancy represents a lateral or demotion who remain on payroll during the six week period following their surplus declaration.~~
- d) Surplus terminated persons with recall rights pursuant to Section 64.15.
- e) Rehabilitative employees pursuant to Section 47.5.
- f) All regular Society-represented applicants to the vacancy. This includes applicants from another Society bargaining unit with selection priority pursuant to the transition provisions in Article 9.
- ~~g) Regular MCP applicants.~~
- h) Temporary employees.
- i) Employees temporarily included in the Society’s bargaining unit paying Society dues (See Section 5.2).
- j) Members of other bargaining units who are active employees of Hydro One **and regular MCP employees.**
- k) External to Hydro One.

Amend Article 65.6.8:

65.6.8 Hydro One shall provide copies of all offer letters, including for rotational assignments and new hires, to the applicable Society representative.

Upon written request, the employer shall provide the Unit Director the vacancy applicant information for specified Society-represented vacancies once the vacancy has closed (including late applicants).

Amend Article 65.6.10 as follows:

~~All positions on salary schedules 01, 02, and 03 which are excluded under the Recognition Clause and Band 6 MCP vacancies, including rotational opportunities expected to last longer than six months, will be posted on appropriate bulletin boards (and through electronic means where possible).~~ **Where there is not a designated internal candidate for a Level 5 or below MCP vacancy, the Employer will post internally and externally concurrently.**

ARTICLE 66.3 – RECLASSIFICATION AS A RESULT OF A JOB RE-EVALUATION

Amend Article 66.3.3 as follows:

Retroactive payments, if any, that result from reclassification either because of a Management or employee-initiated job review will be limited to a maximum of ~~one year~~ **3 months** prior to the date of the job review request. The employee must have performed the relevant duties and responsibilities which resulted in the reclassification during this period in order to qualify for retroactivity.

ARTICLE 70 – ALTERNATE HOURS OF WORK ARRANGEMENTS

Amend Article 70:

~~70.1 Principles~~

~~70.1.1 That any alternative arrangements will positively affect our customers. That cost, quality, service and value are key to our success.~~

~~70.1.2 That work is best achieved when individuals manage their own time and accept the accountability and the responsibility for the results.~~

~~70.1.3 That processes for negotiating and establishing hours of work arrangements will be uniform across Hydro One, and accessible to all. The processes will be designed to ensure equitable treatment. However the results of applying the processes may differ from location to location and unit to unit.~~

~~70.1.4 That decisions should be made at the most appropriate level that is closest to the work being done.~~

~~70.1.5 That individual concerns will be factored into group proposals and wherever~~

~~possible, participation in changed hours of work will be on a voluntary basis.~~

70.21 Application

The procedure described in this Article applies to all forms of alternate hours of work arrangements.

70.3 2 Definitions

"STANDARD HOURS OF WORK" are to be worked to provide coverage for the business hours. For people assigned to day work, a start time window is established to allow a flexible start-time between 7:00 a.m. and 9:00 a.m. and standard hours will not end after 6:00 pm. They are:

- for 35 hour/week staff - Monday through Friday, 7 hours per day and
- for 37.5 hour/week staff - Monday through Thursday, 8 hours/day and 5.5 hours on Friday and
- for 40 hour/week staff - 8 hours per day, Monday through Friday.

In the absence of any other agreed upon arrangements these are the hours which will be worked.

In situations where there is need for 24 hour and/or 7 day/week coverage the hours of work will be a matter of local arrangement.

"NORMAL HOURS OF WORK" are either the standard hours of work or another arrangement as agreed upon using this process.

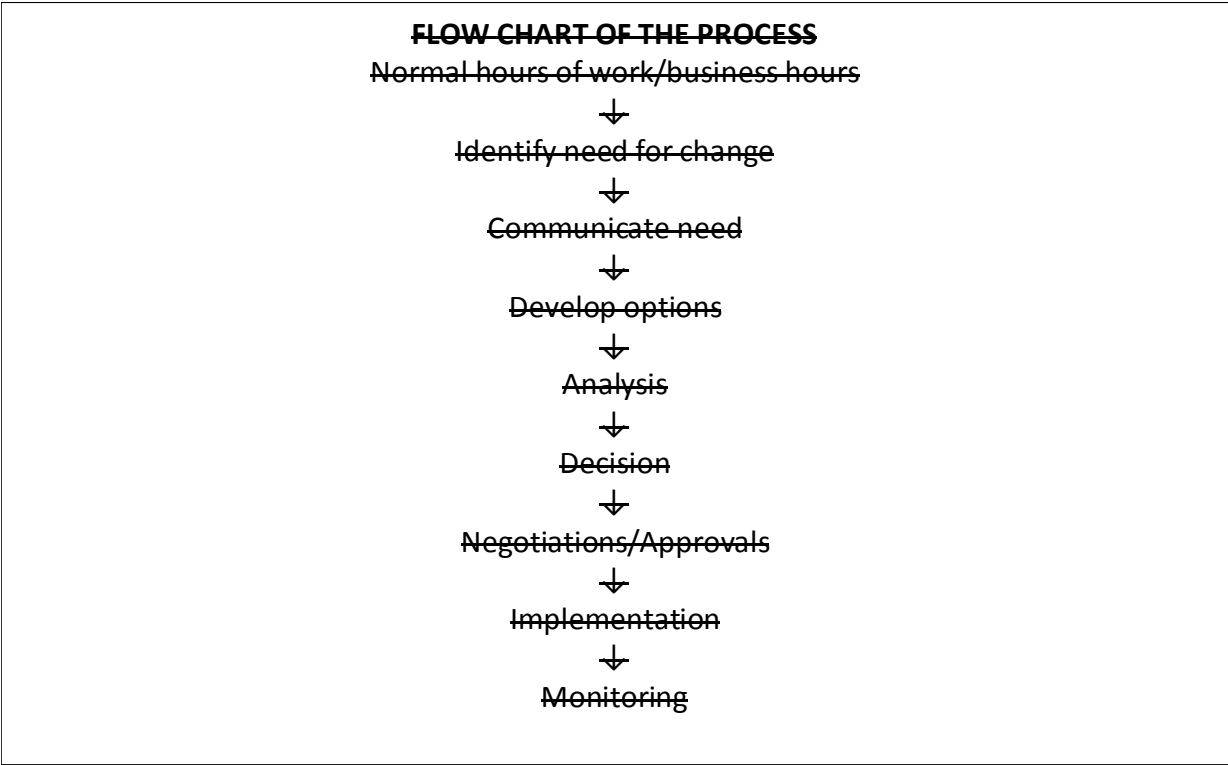
"STANDARD BUSINESS HOURS" are determined by the needs of the business and the customers.

"NORMAL BUSINESS HOURS" are either the standard business hours or another arrangement as agreed upon using this process. The normal business hours are just a variation on the standard business hours. They would normally arise from a change in customer needs.

"COMPRESSED WORK WEEK" exists where the required number of hours in an employee's regular work week are worked over a fewer number of days.

~~70.4 Overtime~~

~~Hours worked in excess of the normal hours of work will be considered to be overtime except where there has been agreement between the supervisor and the employee for the employee to work in excess of normal hours to make up time.~~



The pay treatment for Saturday and Sunday will form part of the Agreement which establishes the normal hours of work.

70.53 Process

Alternate hours of work may be requested by the Employer, an individual or a group. Requests will be in writing, accompanied by the rationale for the change and, if applicable, supporting documentation.

70.5.1 Identify Need for Change

Identification of the desire for change can come from Management, an individual or a group. A request to change business hours would normally come from Management whereas a request to change working hours would normally come from an individual or group. Where a change to the hours of work for a group is being considered, the Society will be informed and involved in the discussions.

70.5.2 Communicate Need for Change

A request for a change should be communicated to the other party in order that deliberations can begin. Requests will be actively considered by the other party within a reasonable period of time. The process will be joint (Society and Management) and will use a collaborative approach in which the needs and interests of the parties are discussed in an open and honest manner and decisions are made by consensus.

~~70.5.3 Develop Options~~

~~A list of options will be jointly developed and agreed upon. As a minimum, the following criteria will be considered when analyzing the options_~~**assessing the request:**

- customer needs
- business needs
- maximum/minimum number of hours that can be worked daily
- overtime/premium provisions
- employee needs
- health and safety considerations
- legal and contractual considerations

Individual employee concerns will be factored into group proposals and wherever possible participation in changed hours of work will be on a voluntary basis.

~~70.5.4 Analysis~~

~~All options should be analyzed using appropriate tools and measures. The analysis should include a discussion of the options considered, their relative merits and the rationale for the recommendation.~~

~~70.5.54 Decision~~

~~70.5.54 Decision~~

The Employer and the affected individual(s) shall meet to discuss the alternate hours of work proposed and determine whether agreement can be reached. The applicable Society representative will be informed of and be involved in all alternate hours of work discussions.

In circumstances where Society-represented employees directly supervise PWU-represented employees and/or work beside them (i.e. provide technical or other support necessary for the PWU-represented employees to carry out their job responsibilities effectively), the employer may request an alignment of working hours with those of PWU-represented employees in accordance with this Article. In such situations, the Society will not unreasonably withhold its consent to these requests.

The Employer will not unreasonably withhold its consent to requests made by employees for alternate hours of work arrangements where there is likely no negative impact on business operations. ~~All decisions will be reached by consensus. If consensus is not achieved then the existing "normal" hours remain in effect.~~

~~Consensus means everyone can live with and publicly support the outcome.~~

~~70.5.6 Negotiations/Approvals~~

~~Negotiations and/or approvals should occur at the appropriate level closest to the situation. The line Director will determine the appropriate level of Management approval and in all cases the Management approval must be outside of the bargaining unit. If necessary, mid-term agreements will be established between Management and the Society to document normal hours of work or normal business hours.~~

~~All parties to negotiations under Article 70 should negotiate with the support of principals who will ultimately approve negotiated conditions.~~

70.5.75 Implementation

~~Implementation will be on a trial basis initially for an agreed upon length of time and with appropriate cancellation provisions. Criteria for success/failure must be established.~~

All requests by employees for an alternate hour of work agreement must be made in writing and shall be considered within a reasonable period of time, normally within 10 working days.

The Employer will provide employees in a work group affected by a change in hours of work with a minimum of sixty (60) calendar days' notice of this change or less where all employees in the affected work group agree.

70.5.8_Monitor

~~The trial will be monitored and evaluated against the criteria. The accountable manager is responsible for monitoring the arrangement.~~

~~Following a successful trial period the hours (business hours of work) used in the trial period will become the new normal hours.~~

~~Monitoring of key indicators will continue to ensure that the arrangement remains viable.~~

70.6 Termination of Alternate Hours

In the event that the arrangement becomes unviable based on evidence of adverse effect(s) on either the business or the affected employees, either party may provide a minimum of sixty (60) days written notice of its desire to cancel the alternate hours of work arrangement. The hours of work will revert to the previous "normal" hours unless the parties can jointly find another mutually acceptable alternative. When either party is making a determination about viability it must consider the previously established criteria for success/failure.

ARTICLE 79 – SPECIAL CLOTHING

Amend Article 79.6:

79.6 Staff **Employees** who are required by the Company **Hydro One** to wear safety footwear will be reimbursed as follows:

- ~~Safety boots/shoes – 50% of actual cost to a maximum of \$75/pair;~~
- Electric Shock Resistant Footwear - ~~100% of a~~**Actual** cost to an annual maximum of **\$250 300.00**.

ARTICLE 87 – PROFESSIONAL LICENSE REQUIREMENTS

Amend Article 87:

87.1 All Society-represented engineer/officer job documents will be classified as either:

- a) ~~“Engineer engineering jobs”~~ i.e. jobs that require incumbents to **hold, maintain and use** ~~(or to be qualified or qualifiable to obtain)~~ their Professional Engineers Ontario (PEO) license (P.Eng, “license”) and seal to approve engineering work done by themselves or others; or
- b) Engineering jobs where the incumbent does not **require incumbents to hold, maintain and use have a license similar to (a) above;** or
- c) ~~“Officer i.e non-engineering jobs non-engineering jobs”~~. ~~Engineering jobs will have “engineer” in the job title.~~

Engineering and Non-engineering jobs that do not require the incumbent to hold, maintain and use their PEO license will have “Officer” in the job title.

“Engineer”ing jobs where the incumbents do not have a license will have **“Officer (E)”** in the job title.

In February 2016, † the parties will meet determined to review the initial classification of these jobs. Subsequent reviews will take place upon request by either party.

87.2 Subject to specific exceptions (if any), all appointees to MP4, MP5 and MP6 **“Engineer”** ~~engineering jobs~~ (internal and external hires, i.e., **temporary assignments, reliefs, rotations and ongoing positions**) will be required to **possess a valid PEO license prior to the start date in the position and this requirement will be clearly stated in the job postings. Incumbents in “Engineer” jobs will be required to hold and maintain a PEO license. Anyone who does not have a valid PEO license as of the start date of appointment to an “Engineer” job will not be offered an MP4 or higher “Engineer” position. Where an exceptions arises, Hydro One will discuss the reasons for the exception with the Society and obtain the Society’s agreement in advance of making the appointment.**

Where Hydro One hires an employee into an Engineering job as described directly above and that employee is does not currently hold a PEO license, but is licensed as a professional engineer in good standing from another Canadian engineering association/ordre, the employee will not commence employment until such time they can show proof that they have

made application to the PEO in order to be deemed automatically licensed in the province of Ontario. In the event that the employee is not approved for a license in Ontario by the PEO for reasons that are within the control of the employee, they will be deemed to have not met the employment conditions for the job. If the employee's application with the PEO takes longer than three months to deem automatic qualification with the PEO, the parties will meet and discuss the reason(s) for the delay.

- 87.3 Subject to specific exceptions (if any), all appointees to MP2 and MP3 engineering jobs (internal and external hires, i.e., **temporary assignments, reliefs, rotations and ongoing positions,**) will not be required to hold a license but will be required to be qualified or qualifiable to obtain a license. Qualified/qualifiable means the employee has either met the educational and experience requirements to obtain a license (qualified) or to obtain those qualifications in a reasonable amount of time (i.e. 5 years) (qualifiable). For external new grad hires into MP2 engineering jobs this requirement will be a condition of employment. **Where an exception arises, Hydro One will discuss the reasons for the exception with the Society and obtain the Society's agreement in advance of making the appointment.**
- 87.4 All incumbents in "**Officer (E)**" engineering jobs MP4 and above will be encouraged to obtain their license. Incumbents who elect not to pursue their license will be grandparented ("grandparented incumbents"). Grandparented incumbents will be ineligible for appointment to a lateral or higher level "**Engineer**" engineering jobs (e.g. an MP4 "**Officer (E)**" engineering job incumbent would have to obtain **their** license to be eligible for appointment to an MP5/6 engineering job). If an incumbent elects to pursue **their** license, the employer will reimburse **them** for 100% of reasonable training costs in accordance with the provisions of Article 83 ("Extramural Training"), including the cost of PEO license application and examination fees whether or not the employee is enrolled in a formal course. In the event Article 64 is triggered, grandparented incumbents will be deemed qualified for placement in "**Engineer**" engineering jobs in accordance with the provisions of this Article.
- 87.5 The employer reserves the right to add to the grandparented incumbent category. All additions to the grandparented incumbent category will be discussed with the Society in advance.
- 87.6 The employer will reimburse employees in "**Engineer**" engineering jobs who are required to hold a license for the cost of **their** annual license fee. **The reimbursement will be treated as a business expense, not a taxable benefit. The reimbursement of PEO annual license fee will be made on a prorated basis for those who start in an "Engineer" job in between their annual license renewal period.**

APPENDIX VII - DEFAULT UNITS OF APPLICATION – Move chart into Article 64.10.1.5 and delete

Appendix VII

PART XVI – LETTERS OF UNDERSTANDING

- LOU re: Andrew Song Temporary Employee Extension – Expired April 1, 2018 – Delete.

- LOU re: Employee Lump Sum payments (2016, 2017) – Completed – Delete.
- LOU re: Represented Inergi Applicants to posted Supply Chain Vacancies dated November 22, 2018 – Add to collective agreement.
- LOU #1 Re: Society-MCP Boundary Issues - Delete
- LOU #3 – Re First Line Management Supervisory Positions (TMS) – Delete
- LOU # 7 – Hydro One Acquisitions

Amend paragraph 4 as follows:

4. Employees shall carry forward their seniority and service credit from the Utility. Employees shall accrue seniority and service credit under the Collective Agreement for all purposes under the Collective Agreement. **All service credits carried forward under this LOU shall, for the purpose of employees' eligibility for post-retirement benefits under the Hydro One Health and Dental Plan, be used for calculating the length of continuous employment but will not backdate the employees' date of hire with Hydro One.**

Add the following to the Benefits Brochure (p. 3):

~~Post November 16, 2005~~ Society employees **hired by Hydro One after November 16, 2005** must have 10 years of continuous employment to qualify for post-retirement ~~health and dental~~ **coverage. For the purpose of determining the eligibility of Society employees hired by Hydro One after November 16, 2005 for post-retirement health and dental coverage:** (a) for employees who are integrated and intermingled with the Hydro One workforce through the acquisition of a utility by Hydro One, continuous employment with the utility immediately prior to the acquisition will be combined with employment with Hydro One; and (b) for employees employed by Inergi LP on February 28, 2018, continuous employment prior to March 1, 2018 with Inergi LP and Vertex Customer Management (Canada) Limited will be combined with employment with Hydro One.

Vested/deferred pensioners will be eligible for ~~these~~ **post-retirement health and dental** benefits upon retirement providing they had them as employees and had a minimum of 25 years of continuous service with ~~the Company~~ **Hydro One or its predecessors** prior to their termination date. **For the purpose of determining the eligibility for post-retirement health and dental coverage for vested/deferred pensioners:** (a) for employees who were integrated and intermingled with the Hydro One workforce through the acquisition of a utility by Hydro One, continuous employment with the utility immediately prior to the acquisition will be combined with employment with Hydro One; and (b) for employees employed by Inergi LP on February 28, 2018, continuous employment prior to March 1, 2018 with Inergi LP and Vertex Customer Management (Canada) Limited will be combined with employment with Hydro One.

- LOU #9 – Return of Employees from Inergi to Hydro One Warehouse Operations – Employees are no longer working for Hydro One – Delete.
- LOU #10 - Biometrics Information at the OGCC, Essa and Richview – Amend as follows:

LETTER OF UNDERSTANDING #10

Re: Biometrics Information at the OGCC, Essa and Richview

1. It is acknowledged that the introduction of and requirement to provide biometrics information is a condition of employment at the OGCC, Essa (backup control room only), and Richview (backup control rooms and associated computer rooms only).
 2. The collection and use and disclosure of the personal information provided will be restricted to the stated purpose of using biometric templates, which is to secure verification of the identity of individuals for access to the sites listed in #1 above. The biometric template is not a fingerprint as used in law enforcement.
 3. This LOU does not set a precedent for either party regarding security access requirements at other locations, currently or in the future. **However, agreement to add additional sites will not be unreasonably withheld.**
- LOU #12 - Incident Rating and Investigations – Update to reflect amendments dated December 21, 2018.
 - LOU #17 – Statutory Holiday Credit Compensation

Renew and amend as follows:

LETTER OF UNDERSTANDING #17

Re: Statutory Holiday Credit Compensation

The following outlines the options available to Society-represented staff who are assigned to work overtime in circumstances where they would be entitled to a statutory holiday credit pursuant to Section 58.2 ("Overtime: Day Workers") and 58.3 ("Overtime: Shift Workers"):

- In all circumstances, except as outlined in #2 below, an employee assigned to work overtime on a statutory -holiday will be compensated as per Article 58.
 - Upon mutual agreement, the employee may request to be paid for his/her statutory holiday credit at the same time as the overtime is paid. The employee must request the paid option in advance of working on the statutory holiday and the manager must approve this arrangement. If there is no agreement, the employee will be compensated as per Article 58.
 - This Letter of Understanding ~~terminates on March 31, 2016~~ **can be cancelled by either party with 90 days prior written notice no sooner than 90 days prior to the expiry of the Collective Agreement.**
- LOU #19 – Professional License Requirements – Renew and amend language to replace expiry language with “either party may choose to cancel this LOU with the provision of 90 days’ notice ***no sooner than 90 days prior to the expiry of the Collective Agreement.***”
 - LOU #20 – Amend as follows:

LETTER OF UNDERSTANDING #20

Re: Vacation Accrual and Usage for LTD Rehab Employees

Without prejudice and without creating a precedent regarding this or any other matter, effective January 1, 2016 **for vacation accrual and usage and effective June 19, 2017 for Floating Holiday accrual and usage**, the undersigned parties agree to apply Subsection 47.6.6 of their Collective Agreement with respect to rehabilitative employees in receipt of Long Term Disability benefits (“LTD rehab employees”) as follows:

1. LTD rehab employees will have their service for vacation purposes (i.e. their VCD) credited as if they were working full-time, regardless of hours worked.
2. LTD rehab employees’ use of their vacation credits will be pro-rated. For those on LTD rehab indefinitely (i.e. where the employee’s return to non-rehabilitative employment is reasonably unforeseeable)¹, the amount of vacation days available for use will be established upon return to work and will be based on the planned working hours outlined in the rehab plan. This number will not change unless the return to work plan is modified by the agreement of all parties. For employees on short-term LTD rehab, a local discussion between the employer, the employee and a Society representative will be held upon return to work to determine the appropriate ratio of vacation days available to be taken or paid out. If the parties are unable to agree, pro-ration will be based on the average number of hours per week worked in the LTD rehab plan. Example : An employee who is on an indefinite LTD rehab schedule with a base work week of 35 hours entitled to 4 weeks’

¹ This includes Society-represented employees on indefinite LTD rehab as of the date of signing of this agreement.

vacation who is working 17.5 hours per week may use 50% (2 weeks' worth) of his/her entitlement while he/she works rehabilitative hours.

3. LTD rehab employees who remain on rehabilitative employment at the end of the calendar year and who are unable to use their current year's vacation entitlement will have the unused portion of this entitlement paid out by the employer.
 4. LTD rehab employees who return to non-rehabilitative employment before the end of the calendar year will be entitled to use their full vacation credits. Any outstanding current year's vacation credits that an employee was unable to use as a result of rehabilitative employment will be carried forward to the next calendar year.
 5. **In respect to Floating Holidays per Article 41.2 of the collective agreement the following will apply:**
 - a. **LTD rehab employees will have their service for calculating eligibility for Floating Holidays credited as if they were working full-time, regardless of hours actually worked.**
 - b. **In order to be eligible for Floating Holidays in any given year while on rehab employment, the employee must be able to complete at least 20 continuous weeks of service in the calendar year per Article 41.2 of the collective agreement. For clarity, there will be no prorating in the event that an employee is not able to meet the 20 weeks of continuous service requirement for a given year.**
 - c. **Eligible LTD rehab employees will be entitled to three (3) Floating Holidays, regardless of hours worked under the terms of their rehab schedules, on the same terms and conditions as full-time employees who are not on rehabilitative employment. For clarity, in no circumstances will this LOU result in an employee having more than 3 Floating Holidays in a calendar year**
 - d. **Unless modified by the above, Article 41.2 applies**
 6. **This Letter of Understanding ~~expires on March 31, 2019~~ can be cancelled by either party with 90 days prior written notice no sooner than 90 days prior to the expiry of the Collective Agreement..**
 7. In the event that the parties are unable to reach agreement on this matter through bargaining, either party may refer the matter directly to arbitration.
 8. This settlement may not be relied upon by either party as it pertains to the interpretation or practice of Article 47.6.6.
- LOU #21 – MCP Compensation Alignment with Society Pay Bands – Delete.

- LOU #22 - Distribution Lines – TMS Reclassification dated April 23, 2018 – Add to collective agreement.

Add new LOU Selection Priority for Rotations:

Re: Selection Priority for Rotations:

For the term of this Collective Agreement Article 65.5.3 will be applied as follows for rotations that will last longer than twelve (12) months in duration:

1. The optimal selection process is one in which the employee's interest in the job rotation opportunity, the sending unit's ability to release the employee and the receiving unit's interest in the employee coincide, however, preference for rotations will be given to Society-represented employees. Rotations will be voluntary. All applications for rotations that represent a promotion must be processed unless it is determined that releasing the applicant would seriously jeopardize the viability of the work unit.
2. The selection process should include the use of formal selection criteria, which will be provided to Unit Directors upon request, and interviews will be the responsibility of the receiving unit.
3. Either party may cancel this LOU with the provision of 90 days' notice no sooner than 90 days prior to the expiry of the Collective Agreement.

Add New LOU – Vacancy Postings

Re. Vacancy Posting

1. The parties agree that should the Employer decide to change the current frequency of vacancy posting (weekly) in articles 65.5.2 or 65.6.1, the Employer shall advise and discuss with the Society at least 60 days prior to the proposed change they intend to make. The parties will examine the posting process in order to mitigate any adverse impact the changes may pose to employees applying for vacancies.
2. Talent Management shall provide a copy of any closed vacancy posting requested by an employee within three (3) business day of the request.

Add New LOU - ESOP

RE: EMPLOYEE SHARE OWNERSHIP PLAN (“ESOP”)

In July 2015, the undersigned parties agreed to establish an employee share ownership plan based on terms outlined in a side letter. In terms of eligibility, all Society-regular staff hired after September 1, 2015 and all Society-regular staff hired prior to or on September 1, 2015 once they are no longer receiving IPO Share Grants or who are ineligible for IPO Share Grants were to be given the opportunity to participate in the ESOP. As of July 29th, 2016 the full plan text was finalized as the “Hydro One Limited Society Represented Employee Share Ownership Plan” (“Plan”). The Plan incorporated *inter alia* the following provisions:

- a) Participant Contribution Limitation:

- i. Participants can elect to contribute between 1% and 4% of their base salary on a payroll deduction basis.
 - ii. There is no dollar cap on participant contributions.
- b) Company Contribution:
 - i. Each payroll period, the company contributes 25% of each participant's total contributions.
 - ii. There is no dollar cap on company contributions.
- c) Dividends are credited when paid and will be allocated to shares if those shares have been issued to the employee by the record date of the dividend.

The undersigned parties agree to amend the Plan as soon as practical following requisite approvals to effect the following changes:

Vesting / Holding Requirement

- The company matching shares are allocated to the participant's account at the same time as the employee contribution. The employer match shall be held / restricted from sale for two years.
- Pending matches (i.e. those that are still in the 2 year delay) will be accelerated and the two year hold will apply. For greater certainty, the share price for the accelerated match will be based on the terms outlined in the Plan.

NOT TO BE REPRODUCED IN THE COLLECTIVE AGREEMENT - The Plan continues in full force and effect pending these amendments.

Renew side letter: Hydro One - Side Letter – Employment (Not to be reproduced in the collective agreement)

For the term of the Collective Agreement, 20% of the regular workforce will be regular Society-represented staff. Management may, at its discretion, exceed the 20% level if deemed appropriate.

Failure to meet the 20%, in cases of force majeure or extraordinary circumstances, will trigger discussion and/or mediation/arbitration.

This agreement, which shall not be reproduced in the Collective Agreement, expires at the end of this Collective Agreement (**March 31, 2021**).

PRE-NEGOTIATIONS AGREEMENT

The parties agree to amend the collective agreement in accordance with the pre-nogs agreements as listed in Attachment A.

ATTACHMENT A

Pre-negotiations CA Review of Articles

Change	Agree	Comment
Cover		
<ul style="list-style-type: none"> • Change Society name and Logo 	X	
Article 2		
<ul style="list-style-type: none"> • Article 2.1 Delete Provincial Jurisdiction title 	X	
<ul style="list-style-type: none"> • Article 2.2 Delete 	X	
<ul style="list-style-type: none"> • Article 2.5 Attachment 1 change grade to band and change article to incorporate LOU 21 (MCP Levels) 	X	<p>Understanding that Grade and Band are interchangeable terms and that we are just using a consistent term throughout the c/a. We will want to make sure that we are changing other documents – job docs and JE plans to reflect consistency of terms.</p> <p>Suggested language is consistent with the wording of LOU #21.</p>
Article 6		
<ul style="list-style-type: none"> • Article 6.3.3 b) and c) change grades to bands 	X	
<ul style="list-style-type: none"> • Article 6.4.1 1st and 8th bullet capitals on Unit of Application 	X	

Article 8		
<ul style="list-style-type: none"> Amend Article 8 preamble 	X	Understanding that this does not have a substantive change to the application of the VRA.
Article 10		
<ul style="list-style-type: none"> Article 10.2 Change reference to <i>Ontario Labour Relations Act (SO 1995)</i> as act has changed 	X	
Article 16		
<ul style="list-style-type: none"> Article 16.7.1 a) Change reference at end of line to 16.7.4 	X	
<ul style="list-style-type: none"> Article 16.7.2 a) change reference to 16.7.4 	X	
Article 21		
<ul style="list-style-type: none"> Article 21.3 – Delete “Effective April 1, 2008 the employer will no longer subsidize the cost of optional life insurance.” 	X	Confirmed that this does not mean that it is now subsidized.
<ul style="list-style-type: none"> Article 21.6 – Delete <ul style="list-style-type: none"> “21.6.1” reference as there is only one sentence in this section. “Effective March 1, 2002” and capitalize “Employees...” 	X	
Article 22		
<ul style="list-style-type: none"> Article 22.8 - Delete expired language 	X	
<ul style="list-style-type: none"> Article 22.9 revise table and retitle section 		See Appendix A
<ul style="list-style-type: none"> Article 22.9.2 b) - Delete “Section 22.8c (“Plan Formula”) and” 		See Appendix A

Article 30		
<ul style="list-style-type: none"> Article 30.2 change grade to band 	X	
<ul style="list-style-type: none"> Article 30.3 a) – put brackets around “CUPE Local 1000” 	X	
<ul style="list-style-type: none"> Article 30.3 (b) – Delete “2003 and April 2004” in second to last sentence of paragraph. 	X	
Article 31		
<ul style="list-style-type: none"> Delete Article 31.1 	X	
Article 33		
<ul style="list-style-type: none"> Article 33.2.1 i) – delete extra line space after Statutory Holiday 	X	
<ul style="list-style-type: none"> Article 33.2.1 v) – add language from grievance settlement HYDO-2016-2694 and 2695 	X	
<ul style="list-style-type: none"> Article 33.3 – Put list in bullet format 	X	
Article 34		
<ul style="list-style-type: none"> Article 34.2 Delete Title “Provincially Regulated Employees” 	X	
<ul style="list-style-type: none"> Delete 34.2 b) Delete “Federally Regulated Employee” 	X	
Article 36		
<ul style="list-style-type: none"> Article 36.4.2 change grade to band 	X	
Article 37		
<ul style="list-style-type: none"> Article 37.1 second line – delete extra space after “hours” 	X	

<ul style="list-style-type: none"> Article 37.4.3 change grade to band 	X	
Article 40		
<ul style="list-style-type: none"> Change Article 40.7.1 to delete retired salary schedules and make reference to them as Society predecessor Salary Schedules and change grade to band 	X	Agree with all but 02
<ul style="list-style-type: none"> Article 40.11 – delete “Effective Jan. 1, 1993” and capitalize “Upon..” 	X	
<ul style="list-style-type: none"> Article 40.14 – delete unnecessary underlines and italicized letters 	X	
Article 41		
<ul style="list-style-type: none"> Delete preamble 	X	
Article 47		
<ul style="list-style-type: none"> Article 47. 1, .2 and .3 – Change to Justified formatting 	X	
<ul style="list-style-type: none"> Article 47.6.2 change grade to band 	X	
Part X		
<ul style="list-style-type: none"> Correct title and close bracket on date 	X	
Article 51		
<ul style="list-style-type: none"> Article 51.2 – Add period at end of sentence 	X	

Part XI		
<ul style="list-style-type: none"> Update preamble reference to the relocation brochure “Relocation Assistance Benefits – Regular Employees Who Are Members Of The Society Of Energy Professionals – Effective April 1, 1999” 	X	
Article 58		
<ul style="list-style-type: none"> Article 58.4 – Delete OSS reference 	X	
Article 59		
<ul style="list-style-type: none"> Article 59.4 b) delete extra space at end of sentence 	X	
Article 60		
<ul style="list-style-type: none"> Article 60.3 (a) – convert MP4, Step 9 formula to \$ value and add language that it increase by the negotiated increase 	X	Just dollar reference and no other changes to the language.
<ul style="list-style-type: none"> Article 60.5 (c) – convert MP4, Step 9 formula to \$ value and add language that it increase by the negotiated increase 	X	Just dollar reference and no other changes to the language.
Article 62		
<ul style="list-style-type: none"> Article 62.1.3 Change reference to Local Vice-President 	X	
<ul style="list-style-type: none"> Article 62.2 insert missing closing bracket 	X	
<ul style="list-style-type: none"> Article 62.3 – convert MP4, Step 9 formula to \$ value and add language that it increase by the negotiated increase 	X	Just dollar reference and no other changes to the language.
<ul style="list-style-type: none"> Article 62.6.4 to 62.6.7 should be points a) to d) under 62.6.3 	X	
Article 63		

• Article 63.3 change grade to band in table	X	
Article 64		
• Article 64.3.6 - capital on Unit of Application	X	
• Article 64.3.7 change grade to band	X	
• Article 64.3.8 change 100% reference step to top of the step and change grade to band	X	
• Article 64.3.13 change grade to band	X	
• Article 64.4.1 (middle of paragraph), 64.4.2 a) and b) – change “The Society” to “the Society”	X	
• Article 64.5.6 insert space between employer” (Subsection	X	
• Article 64.6.5 fix break in article	X	
• Article 64.6.7.2 fix tab	X	
• Article 64.6.7.3 should be 64.6.8 – removed indentation for new 64.6.8 – 64.6.12	X	
• Article 64.6.7.4 should be 64.6.9	X	
• Article 64.6.7.5 should be 64.6.10	X	
• Article 64.6.7.6 should be 64.6.11	X	
• Article 64.6.7.7 should be 64.6.12	X	
• Article 64.9 and 64.10 use JRPT acronym	X	
• Article 64.10.1.3 capitalize Unit of Application	X	
• Article 64.10.1.8, 9 and 10 d), e) and f) capitalize Unit of Application	X	

• Article 64.10.2 use JRPT acronym	X	
• Article 64.10.2 9) – Capitalized “During...” in “Employment Continuity During Temporary Out-Of-Province Assignments”	X	
• Article 64.10.3 iii) and v) 6. and 7. change grade to band	X	
• Article 64.10.3 v) 3 – fix tab	X	
• Article 64.10.4 use JRPT acronym	X	Agree, but the parties will discuss the appropriate way to address acronyms throughout the collective agreement.
• Article 64.10.5 use VTP acronym	X	
• Article 64.10.5.1 Capitalize Unit of Application	X	
• Article 64.10.5.2 use VTP acronym	X	
• Article 64.11.2 and 64.11.3 – changed “The Society” to “the Society”	X	
• Article 64.11.3 use JROT acronym	X	
• Article 64.12.1.3 change grade to band	X	
• Article 64.12.2 delete bracketed statement as it applies to employees reducing to 35 hours	X	H1 suggests that the language should read “Applicable to Employees whose hours are reduced to 35 Hours”
• Article 64.12.2.2 Delete bulleting	X	
• Article 64.13.1 fix indent, and delete redundant salary bands and change grade to band	X	
• Article 64.13.3 – remove the entire last sentence. Reference to the “Canada Labour	X	

Code”		
<ul style="list-style-type: none"> Article 64.14 use VTP acronym and fix reference to 64.13.2.1 	X	
<ul style="list-style-type: none"> Article 64.15 b) delete reference to Schedule 04 and reword 	X	

Article 65		
<ul style="list-style-type: none"> Article 65.6.1 f) change grade to band 	X	
<ul style="list-style-type: none"> Article 65.6.3 a) and b) Use VTP acronym and fix step 5 Schedule 04 reference to step 2 (on schedule 01). Change (“trainees”) to Professional trainees) 	X	
<ul style="list-style-type: none"> Article 65.6.3 i) un-capitalize See 	X	
<ul style="list-style-type: none"> Article 65.6.6 un-capitalize FIRM and NOT 	X	
<ul style="list-style-type: none"> Article 65.6.10 Change Band 6 to Level 5 (LOU 21) and reworded the article to match the language in the LOU 	X	
<ul style="list-style-type: none"> Article 65.6.11 un-bullet a) 	X	
Article 66		
<ul style="list-style-type: none"> Article 66.1 and 66.3 change grade to band 	X	
<ul style="list-style-type: none"> Article 66.3.4 close bracket 	X	
<ul style="list-style-type: none"> Article 66.6 delete “as follows” and adjust text 	X	
Article 70		
<ul style="list-style-type: none"> Article 70.5.6 – Change Mid Term 	X	

Agreements to Letters of Understanding		
Article 71		
<ul style="list-style-type: none"> Article 71.4.4 – delete reference to Article 9.4 	X	
<ul style="list-style-type: none"> Article 71.4.7 – delete extra space above article 	X	
<ul style="list-style-type: none"> Article 71.4.9 – delete extra space 	X	
<ul style="list-style-type: none"> Article 71.4.12 – adjust table to reflect 11 Stat holidays and delete reference to federal employees 	X	Add Family Day.
<ul style="list-style-type: none"> Article 71.4.17 – change to employment insurance 	X	
<ul style="list-style-type: none"> Article 71.5 Table change Grade to Band 	X	
Article 74		
<ul style="list-style-type: none"> Article 74 Attachment A section C – delete additional space 	X	
Article 79		
<ul style="list-style-type: none"> Article 79.3 – add period after etc. 	X	
Article 87		
<ul style="list-style-type: none"> Change points 1 through 6 to 87.1 to 87.6 	X	
Article 90		
<ul style="list-style-type: none"> Delete capitalized title “TRIPARTITE AGREEMENT ON JOINT HEALTH AND SAFETY COMMITTEES” and include the acronym “(JHSCs)” 	X	
<ul style="list-style-type: none"> 90, 90.1 and 90.3 - Changed “The society” to “the Society) 	X	

<ul style="list-style-type: none"> 90.1 – add “the” the second paragraph ahead of the word “Society” and corrected language to read “... number of €committee representatives and not more ...” 	X	
Article 91		
<ul style="list-style-type: none"> Article 91.3 – correct Union name – change “The Society” to “the Society” 	X	
<ul style="list-style-type: none"> Article 91.4.2, .3 and .4 correct indent 	X	
Article 92		
<ul style="list-style-type: none"> Article 92.3 – replace terms of reference with LOU 15, delete box and indent 	X	
Appendices and Letters of Understanding Renew all appendices and LOUs except as referred to below:		
<ul style="list-style-type: none"> Delete LOU 9 	X	
<ul style="list-style-type: none"> LOU 12 – Replace with revised LOU 	X	This will have to be signed off by Jim and Nadine.
<ul style="list-style-type: none"> Delete LOU 14 – already in brochure 	X	
<ul style="list-style-type: none"> LOU 15 – Incorporate into Article 92.3 	X	
<ul style="list-style-type: none"> Add – Society-Represented Inergi Applicants to Posted Supply Chain Vacancies LOU 	X	

In addition to those changes listed above the parties agree to make the following additional general changes:

Change	Agree	Comment
<ul style="list-style-type: none"> Change present reference of he/she and her/his to gender neutral and inclusive language (e.g., their or they) 	X	
<ul style="list-style-type: none"> Change reference of “The Society” to “the Society” 	X	

<ul style="list-style-type: none"> • Change references of “Power Workers Union” to “Power Workers’ Union” 	X	
<ul style="list-style-type: none"> • Change reference of “The Employer”, “Hydro One”, “management” and “company” to the same reference or “The Employer”, “Hydro One” only 	X	Use “The Employer” or “Hydro One” as appropriate.
<ul style="list-style-type: none"> • The parties agree to change numbering system for LOUs (e.g. SOC-2019-001 rev.1) 	X	
<ul style="list-style-type: none"> • Tripartite Jurisdiction Letter of Understanding to go into the LOUs in C.A. 	X	

**The parties will need to verify all references to ensure any changes are properly reflected in the revised Collective Agreement.

APPENDIX A of Pre-Negotiations CA Review of Article

22.8 Plan Contributions

a) **As of April 1, 2018,** E employee pension plan contributions for Legacy Plan Members **(employees hired prior to November 17, 2005)** shall be increased as follows:

- ~~By 0.5% of base earnings below and above YMPE effective April 1, 2016~~
- ~~By 0.75% of base earnings below and above YMPE effective April 1, 2017~~
- ~~By 1.00% of base earnings below YMPE and by 1.5% of base earnings above YMPE effective April 1, 2018~~

~~For clarity, the contribution rate as of April 1, 2018 will be 8.75% of base earnings below YMPE and 11.25% of base earnings above YMPE.~~

b) **As of April 1, 2018,** E employee pension plan contributions for New Plan Members **(employees hired on or after November 17, 2005)** shall be increased as follows:

- ~~By 0.5% of base earnings below and above YMPE effective April 1, 2016~~
- ~~By 0.75% of base earnings below and above YMPE effective April 1, 2017~~
- ~~By 0.5% of base earning below YMPE and by 1.00% of base earnings above YMPE effective April 1, 2018~~

~~For clarity, the contribution rate as of April 1 2018 will be 8.25% of base earnings below YMPE and 10.75% of base earnings above YMPE.~~

~~a) Plan Formula (This sub-section will be deleted effective April 1, 2018. Amendment 10, Part 4 of the Hydro One Pension Plan will cease as of this date).~~

~~(This Sub-section does not apply to regular employees hired on or after November 17, 2005).~~

~~Effective January 1, 2004, the CPP integration adjustment factor shall be reduced from .625% to .500%. Employees' contributions shall increase by .5% if and when the assets fall below 106% of the liabilities based upon a solvency valuation and shall continue until the~~

~~assets are at or above 106% based upon a solvency valuation, and shall thereafter be in place or not based upon whether the assets are below, or at or above, 106% of the liabilities based upon a solvency valuation.~~

Clarity Note #1:

~~Hydro One may trigger the provision for increasing employee contributions as described above (“provision”) by filing a valuation with the Financial Services Commission of Ontario (FSCO). Where it does so, it is not required to exceed the frequency of filing required by law. Hydro One is not obligated to trigger the provision by a FSCO filing only, and, instead, may do so by an internal valuation. Where Hydro One elects to proceed by an internal valuation, it must do so annually and must share any valuation with the Society for comment if it is relying upon the valuation to cause employee contributions to change. If the Society believes the valuation to be in material error and Hydro One disagrees, the Society may cause a review of the valuation by an independent actuary whose opinion on that complaint shall be final and binding. The independent actuary mutually selected by the parties, or if in disagreement, appointed by a rights arbitrator under the collective agreement, may conduct his/her review in any manner he/she considers appropriate of his/her sole discretion. Hydro One shall pay the actuary’s fees and disbursements. However, if the independent actuary concludes, in his/her sole discretion, that the Society’s objections were unreasonable, the actuary may direct the Society to reimburse Hydro One for all or a portion of the fees and disbursements invoiced by the actuary.~~

Clarity Note #2:

~~The change in the CPP integration factor will apply to all of the established service of a Society represented member who retires after the effective date provided that some~~

portion of such Society represented established service occurred after the effective date of the change in the CPP integration factor.

c) Employer Contributions

Employer current service contributions will not be less than employee contributions for the period up to March 31, 2025.

22.9 Pension Plan Provisions for Regular Employees hired on or after November 17, 2005

22.9.1 The following provisions apply **applies** to regular employees hired on or after November 17, 2005:

Benefit	Provision
Benefit Formula	2% per year to maximum of 35 years
Final Average Earnings	Highest 60 consecutive months
Bridge Benefit	See 22.3.c
Integrated with CPP	Yes (CPP integration adjustment factor = 0.625%)
Indexing	75% of Ontario CPI (maximum of 5%, no carryover)
Normal Retirement	Age 65
Early Unreduced Retirement	Rule of 85, based on Established Service.
Early Reduced Retirement	Age 55
Survivor Benefit	66-67%
Membership Eligibility	1 st of month following 3 months of continuous service. No buy back of these three months.
Vesting	1 year

Post Retirement Benefit Eligibility	2 years of pension plan membership and 10 years continuous service with Hydro One
-------------------------------------	--

Benefit	Legacy Plan applicable to employees hired before November 17, 2005	New Plan applicable to employees hired on or after November 17, 2005
Benefit Formula	2% per year to maximum of 35 years	2% per year to maximum of 35 years
Final Average Earnings	See 22.3 b)	Highest 60 consecutive months
Bridge Benefit	Yes for all service with 35/30 multiplier	See 22.3.c)
Integrated with CPP	Yes (CPP integration adjustment factor = 0.500%)	Yes (CPP integration adjustment factor = 0.625%)
Indexing	100% of Ontario CPI (maximum of 8%, no carryover)	75% of Ontario CPI (maximum of 5%, no carryover)
Normal Retirement	Age 65	Age 65
Early Unreduced Retirement	Rule of 82, based on Established Service.	Rule of 85, based on Established Service.
Early Reduced Retirement	Age 55	Age 55
Survivor Benefit	66.67%	66.67%
Membership Eligibility	Closed group unless a reciprocal transfer agreement applies	1 st of month following 3 months of continuous service. No buy back of these three months.
Vesting	Immediate	Immediate

22.9.2 The following provisions apply to regular employees hired on or after November 17, 2005:

- a) All employees hired on or after April 1, 2016 or who become eligible to join the pension plan on or after this date will be required to join the Hydro One Pension Plan on the first day of the month following the completion of their probationary period or, where no probationary period is required, the first day of the month following 3 months of continuous service.

- b) All provisions of the Pension Plan and this Article apply to regular employees hired on or after November 17, 2005 except ~~Section 22.8.c (“Plan Formula”)~~ and as otherwise specified in this Section.

- c) The Employer will ensure affected employees are notified of their election options, including the default selection and the fact that the default option does not afford the employee the option to buy-back service. The Employer will copy the employee’s Society representative on this notice.

HYDRO ONE LIMITED
PWU REPRESENTED EMPLOYEE SHARE GRANT PLAN

1. Purpose of Plan

The Hydro One Limited PWU Represented Employee Share Grant Plan (the “**Plan**”) is established pursuant to the negotiated collective agreement with the Power Workers’ Union CUPE Local 1000. Its purpose is to grant to certain eligible employees common shares (the “**Shares**”) of Hydro One Limited (“**Hydro One**”) as compensation for their prior service with Hydro One subsidiaries and is in recognition of the increased level of employee contributions required under the Hydro One Pension Plan effective April 1, 2015.

2. Eligibility

Eligibility to participate in the Plan is limited to each individual (an “**Eligible Employee**”) who, as of April 1, 2015 was:

- (a) a regular employee of Hydro One Inc. or any of its subsidiaries (“**Regular Employee**”);
- (b) an employee, who in their base position, is represented by the Power Workers’ Union CUPE Local 1000; and
- (c) making contributions to the Hydro One Pension Plan by payroll deduction.

The following individuals will be deemed to have met (a) and (c) above as of April 1, 2015:

- (a) a Regular Employee who was on an approved leave of absence on April 1, 2015 and who on or before October 26, 2015 irrevocably elected to make contributions to the Hydro One Pension Plan in respect of the portion of the leave of absence from the date the leave of absence commenced to April 1, 2015 in the form and manner determined by Hydro One Inc.;
- (b) an individual who was a probationary employee, casual trades employee, temporary employee or student employee on April 1, 2015 and who on or before October 26, 2015 became a Regular Employee and irrevocably elected to make contributions to the Hydro One Pension Plan in respect of their service as a probationary employee, casual trades employee, temporary employee or student employee through to April 1, 2015 in the form and manner determined by Hydro One Inc.; or
- (c) a Regular Employee who is in receipt of long term disability benefits and who is deemed to be making contributions to the Hydro One Pension Plan.

Eligibility to receive Share grants will cease on the earliest of (i) April 2, 2028 and (ii) after the grant of Shares on the first Grant Date (as defined below) following the earlier of;

- (a) the date on which the Eligible Employee either has more than 35 years of eligible service under the Hydro One Pension Plan; and

- (b) the latest date currently permitted under the *Income Tax Act* (Canada) and Hydro One practice on which the Eligible Employee must due to the Eligible Employee's age cease contributing to the Hydro One Pension Plan and begin receiving a pension,

provided that in the case of (ii) the final grant amount shall be pro rated based on the number of whole months elapsed from the prior Grant Date to the date in (a) or (b) as applicable.

Participation in the Plan is entirely voluntary and any decision not to participate shall not affect any Eligible Employee's employment with Hydro One or any of its subsidiaries.

3. Annual Grants

Effective on April 1st of each year (each, a "**Grant Date**") starting April 1, 2017, Shares will be granted to each Eligible Employee who, on the relevant Grant Date has been an employee of Hydro One or any of its subsidiaries from April 1, 2015 continuously up to and including the Grant Date. For purposes of this Plan, an individual ceases to be an employee on the date specified by the Eligible Employee's employer acting reasonably (which in the case of resignation shall not be earlier than the date notice of resignation was given), regardless of any period of reasonable notice that the employer may be required by law to provide to the Eligible Employee. Shares granted prior to the date an individual ceases to be an employee, whether by voluntary resignation, dismissal (for cause or without cause), retirement, death or any other reason, are not forfeited as a result of the individual ceasing employment.

The number of Shares granted to any Eligible Employee on any Grant Date shall equal 2.70% of the Eligible Employee's Salary as of April 1, 2015 (including retroactive adjustments to April 1, 2015 which are in effect on the date the Eligible Employee is sent written notice of his/her right to receive Shares under this Plan), divided by \$20.50, being the price at which the Province of Ontario has agreed to sell the Shares to the underwriters as reflected in the final prospectus of the initial public offering of Hydro One, rounded (up or down) to nearest tenth of a Share (subject to pro ration pursuant to Section 2). Shares granted under the Plan will be newly-issued Shares and are fully vested upon grant.

"Salary" means the regular gross annual salary paid to an Eligible Employee by Hydro One or any of its subsidiaries, inclusive of step progressions (for those on rotations outside their base position and have a base position step progression anniversary while on rotation) and exclusive of any overtime pay, commissions, bonuses or allowances of any kind whatsoever. Notwithstanding the foregoing, for an Eligible Employee who is listed in the Statement of Settlement between the Company and the Power Workers' Union CUPE Local 1000 dated October 29, 2015, "Salary" means the regular gross pay exclusive of overtime pay that the Eligible Employee would have been paid based upon the job classification and wage rate indicated in the Statement of Settlement. For an Eligible Employee who is in receipt of long-term disability benefits on April 1, 2015, "Salary" means the base earnings determined under subrule 15(1a) of the Hydro One Pension Plan. For an Eligible Employee who is on an approved leave of absence on April 1, 2015, "Salary" shall be determined as if the Eligible Employee was actively at work on April 1, 2015. For an Eligible Employee who was a probationary employee, casual trades employee, temporary employee or student employee on April 1, 2015, "Salary" means the base earnings determined under subrule 16c(1) of the Hydro One Pension Plan.

The number of Shares to be granted on any Grant Date and the limit on the number of Shares issuable under the Plan in Section 11 shall be adjusted in the event that after completion of Hydro One's initial public offering the Shares of Hydro One are split, consolidated or reclassified, or in the event that there is a declaration of a special dividend or a dividend payable in shares (other than a Share dividend paid in lieu of ordinary cash dividends), or in the event of an amalgamation, combination, arrangement, merger or

other transaction or reorganization involving Hydro One after completion of Hydro One's initial public offering, in order to prevent dilution or enlargement of the Share grants under this Plan.

4. Administrative Agent

Hydro One has appointed an administrative agent (“**Administrative Agent**”) to hold Shares on behalf of Eligible Employees. The Administrative Agent shall establish and maintain a separate account in the name of each Eligible Employee who has been granted Shares and shall record in each such account all Shares which have been granted. Although the Administrative Agent holds Shares on behalf of Eligible Employees, the Eligible Employee is the actual and beneficial owner of the Shares.

Share certificates representing the aggregate holdings beneficially owned by all Eligible Employees participating in the Plan shall be registered in the name of the Administrative Agent or its nominee and shall be held by the Administrative Agent or its nominee on behalf of, and as agent for, each such Eligible Employee until withdrawn or sold in accordance with the terms of this Plan.

Hydro One may change the Administrative Agent and has sole discretion on the selection of the Administrative Agent.

5. Voting of Shares

The Administrative Agent shall deliver to Eligible Employees for whom it holds Shares all notices of meetings and proxy materials distributed by Hydro One to its shareholders. The whole number of Shares in each Eligible Employee's account will be voted in accordance with instructions given to the Administrative Agent by the Eligible Employee. Instructions by an Eligible Employee to the Administrative Agent shall be in such form and delivered pursuant to such regulations as the Administrative Agent may prescribe, and any such instructions to the Administrative Agent shall remain in the strict confidence of the Administrative Agent. If the Administrative Agent does not receive timely and proper instructions from an Eligible Employee regarding the voting of Shares in the Eligible Employee's account, such Shares shall not be voted.

6. Deposit of Shares into Issuer Bids and Take-Over Bids

The Administrative Agent shall not tender or deposit Shares held on behalf of an Eligible Employee to any issuer bid, take-over bid or other transaction (other than pursuant to a compulsory exchange or acquisition) except in accordance with the instructions given to the Administrative Agent in writing by the Eligible Employee.

7. Dividends and Warrants, Options and Other Rights Respecting Shares

Cash dividends net of applicable tax and other withholdings received by the Administrative Agent on Shares held on behalf of an Eligible Employee shall be invested by the Administrative Agent in Shares in accordance with Section 8 and credited to Eligible Employee accounts. Share dividends received by the Administrative Agent on behalf of Eligible Employees will be credited to the Eligible Employees' accounts. Hydro One has no obligation to declare or pay dividends on Shares and nothing in this Plan shall be interpreted as creating such an obligation.

All warrants, options or rights received by the Administrative Agent on Shares held on behalf of Eligible Employees shall be sold by the Administrative Agent on behalf of the Eligible Employees. The proceeds from the sale of any options, rights or warrants shall be used to purchase additional Shares which shall be

invested by the Administrative Agent in Shares in accordance with Section 8 and credited to Eligible Employees' accounts.

8. Reinvestment of Dividends and Other Amounts

As soon as practicable after determining the aggregate amount of cash available for reinvestment net of applicable taxes, if any, the Administrative Agent shall use such net amount to purchase, as agent for the Eligible Employees for whom the Administrative Agent holds Shares and not as principal, the largest number of whole Shares which may be purchased with such aggregate sum. Such Shares shall be purchased on the market in the name of the Administrative Agent or its nominee through a member firm of a stock exchange on which the Shares are listed at prevailing market prices. The Administrative Agent will allocate purchased Shares (including fractional Shares) to the accounts of the Eligible Employees promptly after all the Shares have been purchased.

The Administrative Agent, may advise its broker to, in its discretion, acting reasonably, limit the daily volume of purchases of Shares or cause such purchases to be made over several trading days to the extent that such action is deemed by it to be necessary to avoid disrupting the market price for the Shares or otherwise be in the best interests of Hydro One.

9. Sale or Withdrawal of Shares

Shares granted pursuant to Section 3 are not eligible for withdrawal until after the second anniversary of the relevant Grant Date for such shares. Shares in an Eligible Employee's account which were acquired by the Administrative Agent on behalf of the Eligible Employee pursuant to Sections 7 and 8 are eligible for withdrawal at any time.

Notwithstanding any other provision of this Section 9, at any time, an Eligible Employee may, using a form prescribed by the Administrative Agent, direct the Administrative Agent to sell as agent for and on behalf of the Eligible Employee all whole Shares or any number of whole Shares in the Eligible Employee's account. The Administrative Agent shall comply forthwith with such direction and the proceeds of disposition for such Shares (net of applicable taxes and other withholdings and transaction and brokerage costs) will be distributed to the Eligible Employee within thirty (30) days after such disposition. The Eligible Employee shall be responsible for the transaction and brokerage costs incurred by the Administrative Agent in selling Shares on behalf of the Eligible Employee and the Eligible Employee authorizes the Administrative Agent to deduct such costs from the proceeds of sale to be distributed to the Eligible Employee.

At any time, an Eligible Employee may, using a form prescribed by the Administrative Agent, make a request to withdraw all whole Shares or any number of whole Shares which are eligible for withdrawal in the Eligible Employee's account. Following such request, the Administrative Agent shall, as directed, either (a) issue, or cause to be issued, to such Eligible Employee, an individual Share certificate registered in the name of that Eligible Employee, or (b) effect an electronic transfer to a brokerage account in the name of the Eligible Employee, covering all the withdrawn Shares. Any costs associated with the issuance of Share certificates or facilitating electronic broker transfers will be borne by the Eligible Employee.

An Eligible Employee or former Eligible Employee must, upon any subsequent sale or disposition (including a deemed disposition under the *Income Tax Act* (Canada)) of withdrawn Shares granted pursuant to Section 3, promptly give notice of such sale or disposition to the Hydro One department designated for such purpose by Hydro One from time to time.

A direction to sell or request to withdraw Shares will only apply to Shares already credited to the Eligible Employee's account at the time the request is made. For clarity, Eligible Employees may not provide standing instructions requesting that their annual grant Shares be sold or certificated or electronically transferred to a brokerage account, but must submit a new direction or request after Shares have been credited to the Eligible Employee's account.

At any time following the earlier of (i) the death of the Eligible Employee and (ii) the date all Shares in the Eligible Employee's account have become eligible for withdrawal, Hydro One may give notice to the Eligible Employee (or his or her executors or administrators) requesting that the Eligible Employee sell and/or request the withdrawal of all whole Shares in the Eligible Employee's account. If the Eligible Employee has not given a direction to sell and/or request to withdraw Shares to the Administrative Agent for all whole Shares in the Eligible Employee's account within six months of receiving such notice, the Eligible Employee or his or her executors or administrators shall be deemed to have directed the Administrative Agent that all Shares in the Eligible Employee's account be sold for and on behalf of the Eligible Employee.

In the event that an Eligible Employee is no longer eligible to receive grants of Shares pursuant to Section 3 and has withdrawn or sold all whole Shares in the Eligible Employee's account, the Administrative Agent will issue to the Eligible Employee a cheque for the fair value, as reasonably determined by the Administrative Agent, of any fractional Share remaining in the Eligible Employee's account.

10. Administrative Expenses

Except as set out in Section 9, all costs and expenses of administering the Plan and the reinvestment of dividends, including the Administrative Agent's compensation, will be paid by Hydro One.

11. Shares Issuable Under the Plan

The number of Shares issuable under this Plan shall not exceed 3,981,763 Shares, as adjusted in accordance with Section 3. Hydro One shall reserve and set aside sufficient Shares to satisfy its obligations under this Plan.

12. Withholdings

If at any time Hydro One determines, in its discretion, acting reasonably, that the satisfaction of withholding tax or other withholding liabilities is necessary in connection with any grant, Hydro One may require that an Eligible Employee pay to Hydro One or one of its subsidiaries the minimum amount required to be remitted prior to the delivery of Shares in connection with such grant. Alternatively, and subject to any requirements or limitations under applicable law, Hydro One may (a) withhold such amount from any remuneration or other amount payable by it or any of its subsidiaries to the Eligible Employee, (b) require the sale of a number of Shares issued and the remittance to Hydro One of the net proceeds from such sale sufficient to satisfy such amount or (c) enter into other suitable arrangements for the receipt of such amount.

13. Amendments

The board of directors of Hydro One may amend the Plan at any time without shareholder approval, provided however that shareholder approval will be required for the following amendments to the Plan:

- (a) any increase in the number of Shares reserved for issuance under the Plan;

- (b) an amendment to the definition of “Eligible Employee” that would permit the inclusion of non-employee directors;
- (c) an amendment to permit equity-based awards other than grants of Shares to be made under the Plan; and
- (d) an amendment to the provisions of this Section 13 respecting matters requiring shareholder approval other than the addition of matters to be subject to shareholder approval.

No amendment to the Plan may prejudice the right any Eligible Employee to be granted Shares under the Plan without the consent of the Eligible Employee. No amendment to the Plan may be made without the consent of the Power Workers’ Union CUPE Local 1000.

14. Termination

This Plan shall automatically terminate, following the day upon which all Shares granted under the Plan have been withdrawn by Eligible Employees or sold for and on behalf of Eligible Employees and the net proceeds distributed to the Eligible Employees.

15. General

- (a) Eligible Employees shall cooperate with Hydro One in complying with any applicable legislation or the rules and regulations of any applicable stock exchange.
- (b) No amount will be paid to, or in respect of, an Eligible Employee under the Plan to compensate for a downward fluctuation in the price of the Shares, nor will any other form of benefit be conferred upon, or in respect of, an Eligible Employee for such purpose.
- (c) No Eligible Employee has any rights as a shareholder of Hydro One in respect of any Shares to be granted under the Plan until the Shares have been allotted and issued to, or for the account of, such Eligible Employee.
- (d) Each Eligible Employee shall provide Hydro One with all information (including personal information) required by Hydro One in order to administer the Plan. Hydro One shall require that the Administrative Agent not use the personal information it receives in connection with this Plan except for purposes of the administration of this Plan and the performance of its obligations as Administrative Agent and to maintain procedures and security safeguards over such personal information with the same level of protection it affords to others for whom it performs employee compensation plan administrative services. Each Eligible Employee acknowledges that information required by Hydro One in order to administer the Plan may be disclosed to the Administrative Agent and other third parties, and may be disclosed to such persons (including persons located in jurisdictions other than the Eligible Employee’s jurisdiction of residence), in connection with the administration of the Plan. Each Eligible Employee consents to such disclosure and authorizes Hydro One to make such disclosure on the Eligible Employee’s behalf.
- (e) The existence of this Plan does not affect in any way the right or power of Hydro One or its shareholders to make, authorize or determine any change in Hydro One’s capital structure or its business, or any amalgamation, combination, arrangement, merger or consolidation involving Hydro One, to create or issue any debt instruments, Shares or other securities of

Hydro One or to determine the rights and conditions attaching thereto, to effect the dissolution or liquidation of Hydro One or any sale or transfer of all or any part of its assets or business, or to effect any other corporate act or proceeding, whether or not any action referred to in this subsection would have an adverse effect on this Plan or on any Share granted hereunder.

- (f) The Plan shall enure to the benefit of and be binding upon Hydro One, its successors and assigns. The interest of any Eligible Employee under the Plan shall not be transferable, assignable or alienable by him or her either by pledge, assignment or in any manner whatsoever.
- (g) Neither this Plan nor any action taken hereunder shall interfere with the right of the employer of any Eligible Employee to terminate such person's employment at any time.
- (h) Hydro One may from time to time establish procedures for (i) the electronic delivery of any documents that Hydro One may elect to deliver (including, but not limited to, plan documents, grant notices and all other forms of communications) in connection with any grant made under the Plan, (ii) the receipt of electronic instructions from Eligible Employees and/or (iii) an electronic signature system for delivery and acceptance of any such documents. Compliance with such procedures shall satisfy any requirement to provide documents in writing and/or for a document to be signed or executed.
- (i) This Plan and any Shares granted hereunder shall be governed and construed in accordance with the laws of the Province of Ontario. Hydro One and each Eligible Employee irrevocably submits to the exclusive jurisdiction of the courts of competent jurisdiction in the Province of Ontario in respect of any action or proceeding relating in any way to the Plan.

HYDRO ONE LIMITED
SOCIETY REPRESENTED EMPLOYEE SHARE GRANT PLAN

1. Purpose of Plan

The Hydro One Limited Society Represented Employee Share Grant Plan (the “**Plan**”) is established pursuant to the negotiated collective agreement with The Society of Energy Professionals. Its purpose is to grant to certain eligible employees common shares (the “**Shares**”) of Hydro One Limited (“Hydro One”) as compensation for their prior service with Hydro One subsidiaries, and is in recognition of the increased level of employee contributions required under the Hydro One Pension Plan effective April 1, 2016.

2. Eligibility

Eligibility to participate in the Plan is limited to each individual (an “**Eligible Employee**”) who, as of September 1, 2015 was:

- (a) a regular employee of Hydro One Inc. or any of its subsidiaries (“**Regular Employee**”);
- (b) an employee, who in their base position, is represented by The Society of Energy Professionals; and
- (c) making contributions to the Hydro One Pension Plan by payroll deduction.

The following individuals will be deemed to have met (a) and (c) above as of September 1, 2015:

- (a) a Regular Employee who was on an approved leave of absence on September 1, 2015 and who, on or before October 26, 2015 irrevocably elected to make contributions to the Hydro One Pension Plan in respect of the portion of the leave of absence from the date the leave of absence commenced to September 1, 2015 in the form and manner determined by Hydro One Inc.; or
- (b) a Regular Employee who is in receipt of long term disability benefits and who is deemed to be making contributions to the Hydro One Pension Plan.

Eligibility to receive Share grants will cease on the earliest of (i) April 2, 2029 and (ii) after the grant of Shares on the first Grant Date (as defined below) following the earlier of;

- (a) the date on which the Eligible Employee either has more than 35 years of eligible service under the Hydro One Pension Plan; and
- (b) the latest date currently permitted under the *Income Tax Act* (Canada) and Hydro One practice on which the Eligible Employee must due to the Eligible Employee’s age cease contributing to the Hydro One Pension Plan and begin receiving a pension,

provided that in the case of (ii) the final grant amount shall be pro rated based on the number of whole months elapsed from the prior Grant Date to the date in (a) or (b) as applicable

Participation in the Plan is entirely voluntary and any decision not to participate shall not affect any Eligible Employee’s employment with Hydro One or any of its subsidiaries.

3. Annual Grants

Effective on April 1st of each year (each, a “**Grant Date**”) starting April 1, 2018, Shares will be granted to each Eligible Employee who, on the relevant Grant Date has been an employee of Hydro One or any of its subsidiaries from September 1, 2015 continuously up to and including the Grant Date. For purposes of this Plan, an individual ceases to be an employee on the date specified by the Eligible Employee’s employer acting reasonably (which in the case of resignation shall not be earlier than the date notice of resignation was given), regardless of any period of reasonable notice that the employer may be required by law to provide to the Eligible Employee. Shares granted prior to the date an individual ceases to be an employee, whether by voluntary resignation, dismissal (for cause or without cause), retirement, death or any other reason, are not forfeited as a result of the individual ceasing employment.

The number of Shares granted to any Eligible Employee on any Grant Date shall equal 2.0% of the Eligible Employee’s Salary as of September 1, 2015 (including retroactive adjustments to September 1, 2015 which are in effect on the date the Eligible Employee is sent written notice of his/her right to receive Shares under this Plan), divided by \$20.50, being the price at which the Province of Ontario has agreed to sell the Shares to the underwriters as reflected in the final prospectus of the initial public offering of Hydro One, rounded (up or down) to nearest tenth of a Share (subject to pro ration pursuant to Section 2). Shares granted under the Plan will be newly-issued Shares and are fully vested upon grant.

“**Salary**” means the regular gross annual salary paid to an Eligible Employee by Hydro One or any of its subsidiaries, inclusive of any applicable 2015 TMS Relativity Adjustments and step progressions (for those on rotations outside their base position and have a base position step progression anniversary while on rotation) and exclusive of any overtime pay, commissions, bonuses or allowances of any kind whatsoever. For an Eligible Employee who is in receipt of long-term disability benefits on September 1, 2015, “Salary” means the base earnings determined under subrule 15(1a) of the Hydro One Pension Plan. For an Eligible Employee who is on an approved leave of absence on September 1, 2015, “Salary” shall be determined as if the Eligible Employee was actively at work on September 1, 2015.

The number of Shares to be granted on any Grant Date and the limit on the number of Shares issuable under the Plan in Section 11 shall be adjusted in the event that after completion of Hydro One’s initial public offering the Shares of Hydro One are split, consolidated or reclassified, or in the event that there is a declaration of a special dividend or a dividend payable in shares (other than a Share dividend paid in lieu of ordinary cash dividends), or in the event of an amalgamation, combination, arrangement, merger or other transaction or reorganization involving Hydro One after completion of Hydro One’s initial public offering, in order to prevent dilution or enlargement of the Share grants under this Plan.

4. Administrative Agent

Hydro One has appointed an administrative agent (“**Administrative Agent**”) to hold Shares on behalf of Eligible Employees. The Administrative Agent shall establish and maintain a separate account in the name of each Eligible Employee who has been granted Shares and shall record in each such account all Shares which have been granted. Although the Administrative Agent holds Shares on behalf of Eligible Employees, the Eligible Employee is the actual and beneficial owner of the Shares.

Share certificates representing the aggregate holdings beneficially owned by all Eligible Employees participating in the Plan shall be registered in the name of the Administrative Agent or its nominee and shall be held by the Administrative Agent or its nominee on behalf of, and as agent for, each such Eligible Employee until withdrawn or sold in accordance with the terms of this Plan.

Hydro One may change the Administrative Agent and has sole discretion on the selection of the Administrative Agent.

5. Voting of Shares

The Administrative Agent shall deliver to Eligible Employees for whom it holds Shares all notices of meetings and proxy materials distributed by Hydro One to its shareholders. The whole number of Shares in each Eligible Employee's account will be voted in accordance with instructions given to the Administrative Agent by the Eligible Employee. Instructions by an Eligible Employee to the Administrative Agent shall be in such form and delivered pursuant to such regulations as the Administrative Agent may prescribe, and any such instructions to the Administrative Agent shall remain in the strict confidence of the Administrative Agent. If the Administrative Agent does not receive timely and proper instructions from an Eligible Employee regarding the voting of Shares in the Eligible Employee's account, such Shares shall not be voted.

6. Deposit of Shares into Issuer Bids and Take-Over Bids

The Administrative Agent shall not tender or deposit Shares held on behalf of an Eligible Employee to any issuer bid, take-over bid or other transaction (other than pursuant to a compulsory exchange or acquisition) except in accordance with the instructions given to the Administrative Agent in writing by the Eligible Employee.

7. Dividends and Warrants, Options and Other Rights Respecting Shares

Cash dividends net of applicable tax and other withholdings received by the Administrative Agent on Shares held on behalf of an Eligible Employee shall be invested by the Administrative Agent in Shares in accordance with Section 8 and credited to Eligible Employee accounts. Share dividends received by the Administrative Agent on behalf of Eligible Employees will be credited to the Eligible Employees' accounts. Hydro One has no obligation to declare or pay dividends on Shares and nothing in this Plan shall be interpreted as creating such an obligation.

All warrants, options or rights received by the Administrative Agent on Shares held on behalf of Eligible Employees shall be sold by the Administrative Agent on behalf of the Eligible Employees. The proceeds from the sale of any options, rights or warrants shall be used to purchase additional Shares which shall be invested by the Administrative Agent in Shares in accordance with Section 8 and credited to Eligible Employees' accounts.

8. Reinvestment of Dividends and Other Amounts

As soon as practicable after determining the aggregate amount of cash available for reinvestment net of applicable taxes, if any, the Administrative Agent shall use such net amount to purchase, as agent for the Eligible Employees for whom the Administrative Agent holds Shares and not as principal, the largest number of whole Shares which may be purchased with such aggregate sum. Such Shares shall be purchased on the market in the name of the Administrative Agent or its nominee through a member firm of a stock exchange on which the Shares are listed at prevailing market prices. The Administrative Agent will allocate purchased Shares (including fractional Shares) to the accounts of the Eligible Employees promptly after all the Shares have been purchased.

The Administrative Agent may advise its broker to, in its discretion, acting reasonably, limit the daily volume of purchases of Shares or cause such purchases to be made over several trading days to the extent

that such action is deemed by it to be necessary to avoid disrupting the market price for the Shares or otherwise be in the best interests of Hydro One.

9. Sale or Withdrawal of Shares

Shares granted pursuant to Section 3 are not eligible for withdrawal until after the second anniversary of the relevant Grant Date for such shares. Shares in an Eligible Employee's account which were acquired by the Administrative Agent on behalf of the Eligible Employee pursuant to Sections 7 and 8 are eligible for withdrawal at any time.

Notwithstanding any other provision of this Section 9, at any time, an Eligible Employee may, using a form prescribed by the Administrative Agent, direct the Administrative Agent to sell as agent for and on behalf of the Eligible Employee all whole Shares or any number of whole Shares in the Eligible Employee's account. The Administrative Agent shall comply forthwith with such direction and the proceeds of disposition for such Shares (net of applicable taxes and other withholdings and transaction and brokerage costs) will be distributed to the Eligible Employee within thirty (30) days after such disposition. The Eligible Employee shall be responsible for the transaction and brokerage costs incurred by the Administrative Agent in selling Shares on behalf of the Eligible Employee and the Eligible Employee authorizes the Administrative Agent to deduct such costs from the proceeds of sale to be distributed to the Eligible Employee.

At any time, an Eligible Employee may, using a form prescribed by the Administrative Agent, make a request to withdraw all whole Shares or any number of whole Shares which are eligible for withdrawal in the Eligible Employee's account. Following such request, the Administrative Agent shall, as directed, either (a) issue, or cause to be issued, to such Eligible Employee, an individual Share certificate registered in the name of that Eligible Employee, or (b) effect an electronic transfer to a brokerage account in the name of the Eligible Employee, covering all the withdrawn Shares. Any costs associated with the issuance of Share certificates or facilitating electronic broker transfers will be borne by the Eligible Employee.

An Eligible Employee or former Eligible Employee must, upon any subsequent sale or disposition (including a deemed disposition under the *Income Tax Act* (Canada)) of withdrawn Shares granted pursuant to Section 3, promptly give notice of such sale or disposition to the Hydro One department designated for such purpose by Hydro One from time to time.

A direction to sell or request to withdraw Shares will only apply to Shares already credited to the Eligible Employee's account at the time the request is made. For clarity, Eligible Employees may not provide standing instructions requesting that their annual grant Shares be sold or certificated or electronically transferred to a brokerage account, but must submit a new direction or request after Shares have been credited to the Eligible Employee's account.

At any time following the earlier of (i) the death of the Eligible Employee and (ii) the date all Shares in the Eligible Employee's account have become eligible for withdrawal, Hydro One may give notice to the Eligible Employee (or his or her executors or administrators) requesting that the Eligible Employee sell and/or request the withdrawal of all whole Shares in the Eligible Employee's account. If the Eligible Employee has not given a direction to sell and/or request to withdraw Shares to the Administrative Agent for all whole Shares in the Eligible Employee's account within six months of receiving such notice, the Eligible Employee or his or her executors or administrators shall be deemed to have directed the Administrative Agent that all Shares in the Eligible Employee's account be sold for and on behalf of the Eligible Employee.

In the event that an Eligible Employee is no longer eligible to receive grants of Shares pursuant to Section 3 and has withdrawn or sold all whole Shares in the Eligible Employee's account, the Administrative Agent will issue to the Eligible Employee a cheque for the fair value, as reasonably determined by the Administrative Agent, of any fractional Share remaining in the Eligible Employee's account.

10. Administrative Expenses

Except as set out in Section 9, all costs and expenses of administering the Plan and the reinvestment of dividends, including the Administrative Agent's compensation, will be paid by Hydro One.

11. Shares Issuable Under the Plan

The number of Shares issuable under this Plan shall not exceed 1,434,686 Shares, as adjusted in accordance with Section 3. Hydro One shall reserve and set aside sufficient Shares to satisfy its obligations under this Plan.

12. Withholdings

If at any time Hydro One determines, in its discretion, acting reasonably, that the satisfaction of withholding tax or other withholding liabilities is necessary in connection with any grant, Hydro One may require that an Eligible Employee pay to Hydro One or one of its subsidiaries the minimum amount required to be remitted prior to the delivery of Shares in connection with such grant. Alternatively, and subject to any requirements or limitations under applicable law, Hydro One may (a) withhold such amount from any remuneration or other amount payable by it or any of its subsidiaries to the Eligible Employee, (b) require the sale of a number of Shares issued and the remittance to Hydro One of the net proceeds from such sale sufficient to satisfy such amount or (c) enter into other suitable arrangements for the receipt of such amount.

13. Amendments

The board of directors of Hydro One may amend the Plan at any time without shareholder approval, provided however that shareholder approval will be required for the following amendments to the Plan:

- (a) any increase in the number of Shares reserved for issuance under the Plan;
- (b) an amendment to the definition of "Eligible Employee" that would permit the inclusion of non-employee directors;
- (c) an amendment to permit equity-based awards other than grants of Shares to be made under the Plan; and
- (d) an amendment to the provisions of this Section 13 respecting matters requiring shareholder approval other than the addition of matters to be subject to shareholder approval.

No amendment to the Plan may prejudice the right any Eligible Employee to be granted Shares under the Plan without the consent of the Eligible Employee. No amendment to the Plan may be made without the consent of The Society of Energy Professionals.

14. Termination

This Plan shall automatically terminate, following the day upon which all Shares granted under the Plan have been withdrawn by Eligible Employees or sold for and on behalf of Eligible Employees and the net proceeds distributed to the Eligible Employees.

15. General

- (a) Eligible Employees shall cooperate with Hydro One in complying with any applicable legislation or the rules and regulations of any applicable stock exchange.
- (b) No amount will be paid to, or in respect of, an Eligible Employee under the Plan to compensate for a downward fluctuation in the price of the Shares, nor will any other form of benefit be conferred upon, or in respect of, an Eligible Employee for such purpose.
- (c) No Eligible Employee has any rights as a shareholder of Hydro One in respect of any Shares to be granted under the Plan until the Shares have been allotted and issued to, or for the account of, such Eligible Employee.
- (d) Each Eligible Employee shall provide Hydro One with all information (including personal information) required by Hydro One in order to administer the Plan. Hydro One shall require that the Administrative Agent not use the personal information it receives in connection with this Plan except for purposes of the administration of this Plan and the performance of its obligations as Administrative Agent and to maintain procedures and security safeguards over such personal information with the same level of protection it affords to others for whom it performs employee compensation plan administrative services. Each Eligible Employee acknowledges that information required by Hydro One in order to administer the Plan may be disclosed to the Administrative Agent and other third parties, and may be disclosed to such persons (including persons located in jurisdictions other than the Eligible Employee's jurisdiction of residence), in connection with the administration of the Plan. Each Eligible Employee consents to such disclosure and authorizes Hydro One to make such disclosure on the Eligible Employee's behalf.
- (e) The existence of this Plan does not affect in any way the right or power of Hydro One or its shareholders to make, authorize or determine any change in Hydro One's capital structure or its business, or any amalgamation, combination, arrangement, merger or consolidation involving Hydro One, to create or issue any debt instruments, Shares or other securities of Hydro One or to determine the rights and conditions attaching thereto, to effect the dissolution or liquidation of Hydro One or any sale or transfer of all or any part of its assets or business, or to effect any other corporate act or proceeding, whether or not any action referred to in this subsection would have an adverse effect on this Plan or on any Share granted hereunder.
- (f) The Plan shall enure to the benefit of and be binding upon Hydro One, its successors and assigns. The interest of any Eligible Employee under the Plan shall not be transferable, assignable or alienable by him or her either by pledge, assignment or in any manner whatsoever.
- (g) Neither this Plan nor any action taken hereunder shall interfere with the right of the employer of any Eligible Employee to terminate such person's employment at any time.

- (h) Hydro One may from time to time establish procedures for (i) the electronic delivery of any documents that Hydro One may elect to deliver (including, but not limited to, plan documents, grant notices and all other forms of communications) in connection with any grant made under the Plan, (ii) the receipt of electronic instructions from Eligible Employees and/or (iii) an electronic signature system for delivery and acceptance of any such documents. Compliance with such procedures shall satisfy any requirement to provide documents in writing and/or for a document to be signed or executed.

- (i) This Plan and any Shares granted hereunder shall be governed and construed in accordance with the laws of the Province of Ontario. Hydro One and each Eligible Employee irrevocably submits to the exclusive jurisdiction of the courts of competent jurisdiction in the Province of Ontario in respect of any action or proceeding relating in any way to the Plan.



EMPLOYEE SHARE GRANT PLAN

ELIGIBLE PWU-REPRESENTED EMPLOYEES

March 2017

hydroOne

CONTENTS

- 1** WELCOME
- 2** OVERVIEW
- 3** EMPLOYEE SHARE GRANT PLAN ELIGIBILITY
- 4** WHAT IT MEANS TO BE A SHAREHOLDER
- 5** TRACKING SHARE VALUE
- 6** CREATING YOUR ACCOUNT
- 9** WITHDRAWAL, SALES & TAX IMPLICATIONS:
MANAGING YOUR SHARES
- 12** ADMINISTRATIVE FEES
- 13** LEAVING HYDRO ONE
- 14** QUESTIONS



HYDRO ONE LIMITED PWU REPRESENTED EMPLOYEE SHARE GRANT PLAN

Welcome to the Hydro One Limited PWU Represented Employee Share Grant Plan.

There is no greater reward than having an ownership stake in what you are helping to build. The Employee Share Grant Plan (the "Plan") provides an opportunity for you to benefit from the results that you help to create.



OVERVIEW

To get the most out of your Employee Share Grant Plan, it is important that you understand how it works, how you can track the value of your shares, and what to expect as a participant in the Plan.

Shares are issued to eligible PWU represented employees on April 1st of each year (the "Grant Date") starting in 2017, and continue to be issued annually up to the last date set out in your Employee Share Grant Plan letter.

Simply put, if you are an eligible employee of Hydro One on the Grant Date, and have contributed to the Hydro One Pension Plan from April 1st, 2015 up to and including the Grant Date, you will receive the shares as set out in your Employee Share Grant Plan letter. Hydro One will deposit the shares into an account in your name with its administrative agent, Computershare.

Keep reading to understand how the Plan works.

Further details regarding your eligibility to receive shares are set out in the Plan Text.



ELIGIBILITY FOR THE EMPLOYEE SHARE GRANT PLAN

You are eligible to participate in the Plan if, as of April 1, 2015, you were:

- a regular employee of Hydro One Inc. or any of its subsidiaries, and
- represented by the Power Workers Union CUPE Local 1000 in your base position, and
- making contributions to the Hydro One Pension Plan, or on LTD or on an approved leave and for which pensionable time was purchased in a timely manner.

In order to maintain eligibility in a grant year, the employee would have to continue to be a non-retired member of the Hydro One Pension Plan on the grant date.

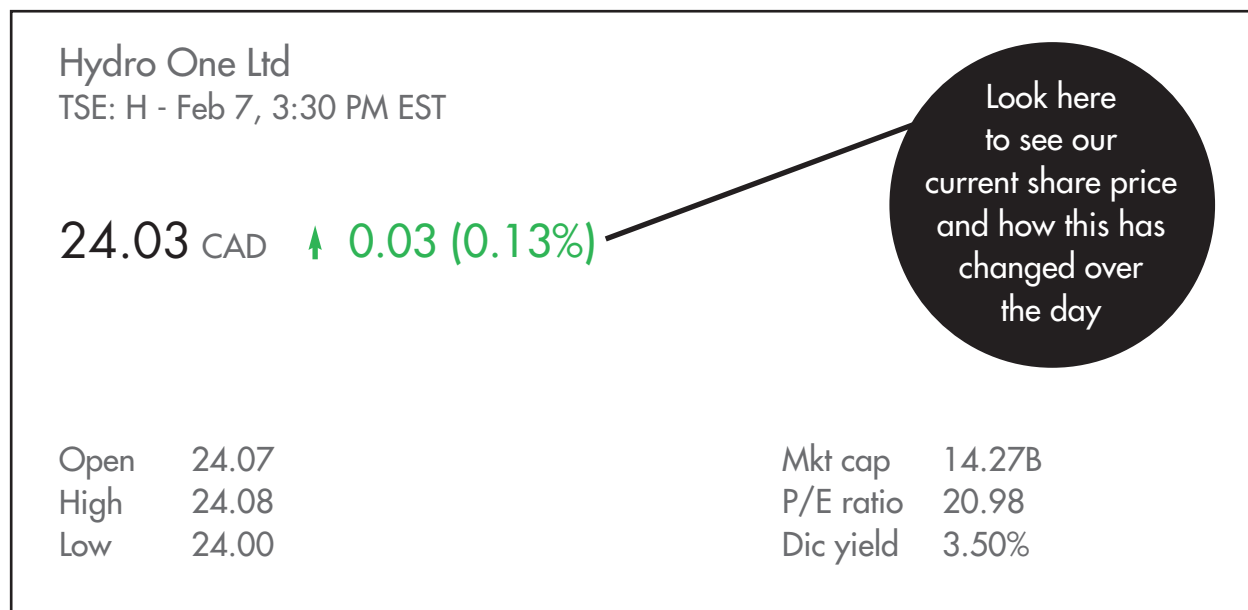
WHAT IT MEANS TO BE A HYDRO ONE SHAREHOLDER

As a shareholder, you need to know what Canadian Controlled Private Corporation (CCPC) shares are. You'll also need to know how the share price fluctuates, about the income you'll receive in the form of dividends, and the tax treatment on the income you will receive when you sell your shares.

- **CCPC shares** – These are shares in a Canadian corporation that is not controlled by non-residents of Canada nor by public corporations (nor a combination of these). Hydro One entered into the Plan and agreement letters with eligible employees when Hydro One qualified as a CCPC. These CCPC shares are taxed in the year in which they are **sold** rather than in the year in which they are issued. If you do not sell the shares within the first two years following the Grant Date, you will also benefit from a 50% deduction in the taxable benefit on the shares received when they are sold.
- **Share price fluctuation** – The share price changes throughout the trading day. Hydro One Limited shares are listed on the Toronto Stock Exchange with the ticker symbol "H". You can track the share price on Hydro One's external Investor Relations website or in the general marketplace; that is, online or through stock market information in a national newspaper.
- **Dividends** – Hydro One Limited distributes a portion of its profits to shareholders in the form of dividends. Dividend income is automatically reinvested in your account through the purchase of additional (non-CCPC) Hydro One Limited common shares.
- **Capital gains/losses** – A capital gain results when the market price at the time the shares are sold is greater than the price at the time of grant. Conversely, a capital loss results when the market price at the time shares are sold is less than the price at the time of grant. Any change in the fair market value (FMV) of the CCPC shares since the Grant Date will give rise to a capital gain or loss. Hydro One is not liable for changes in share value.

TRACKING SHARE VALUE

At each Grant Date, you will receive the number of shares set out in your Hydro One Employee Share Grant Plan letter. You can track the value of the Hydro One Limited shares on Hydro One's external website, as well as many financial websites. Here's an illustration of what you will see in the financial section of newspapers or online stock reports:



Legend

Open	Opening Share Price
High	Daily High Share Price
Low	Daily Low Share Price
Mkt Cap	Market Capitalization
P/E ratio	Price to Earnings Ratio
Div yield	Dividend Yield

Stock Split/Consolidation

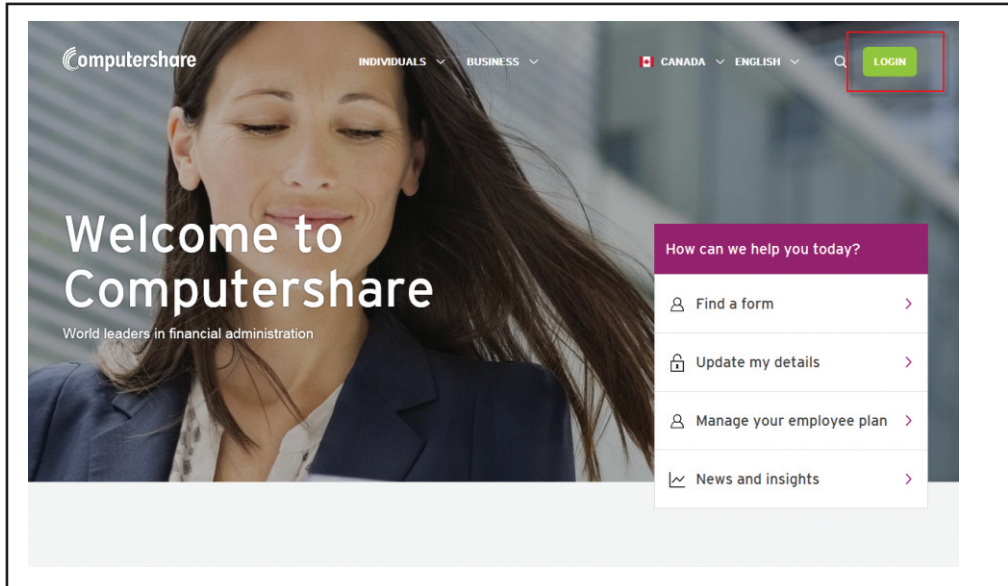
The number of Shares to be granted on any Grant Date are adjusted in the event that shares of Hydro One are split, consolidated in order to prevent dilution or enlargement of the share grants. Hence, an employee eligible to receive a share grant of 100 shares per year would receive 200 shares per year after a 2 for 1 stock split is declared by Hydro One. Conversely, if a 2 for 1 consolidation is declared, the annual share grant would become 50 shares. The adjustment is necessary in both cases to maintain the total value of the share grants to the recipient.

CREATING YOUR ACCOUNT

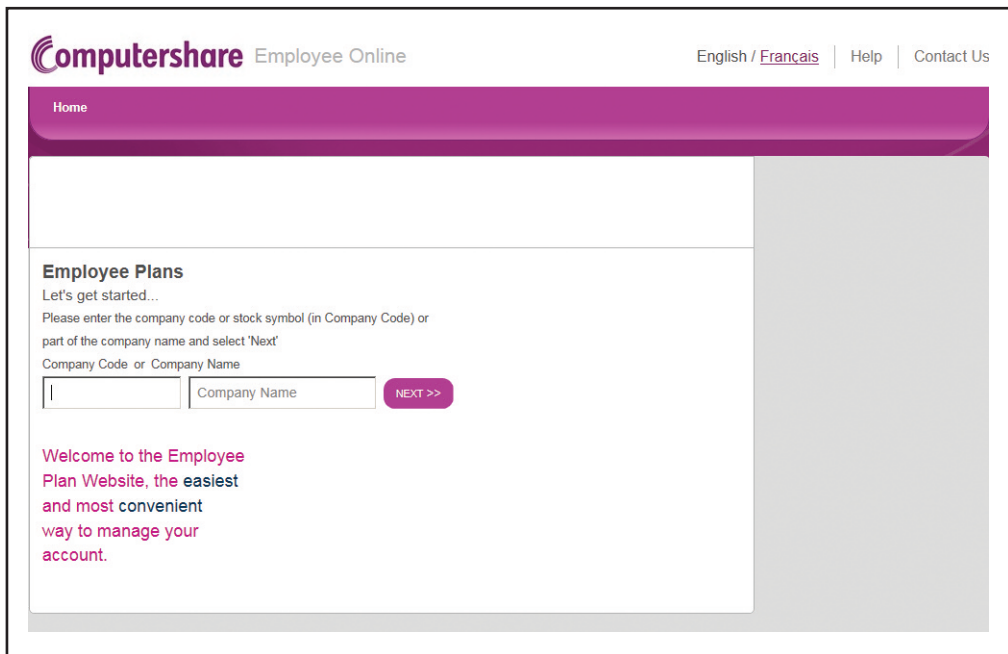
Hydro One has selected Computershare as its administrative agent. Computershare will set up an account in your name to hold shares on your behalf.

In order to access information about your shares, you must activate your account by following the instructions below.

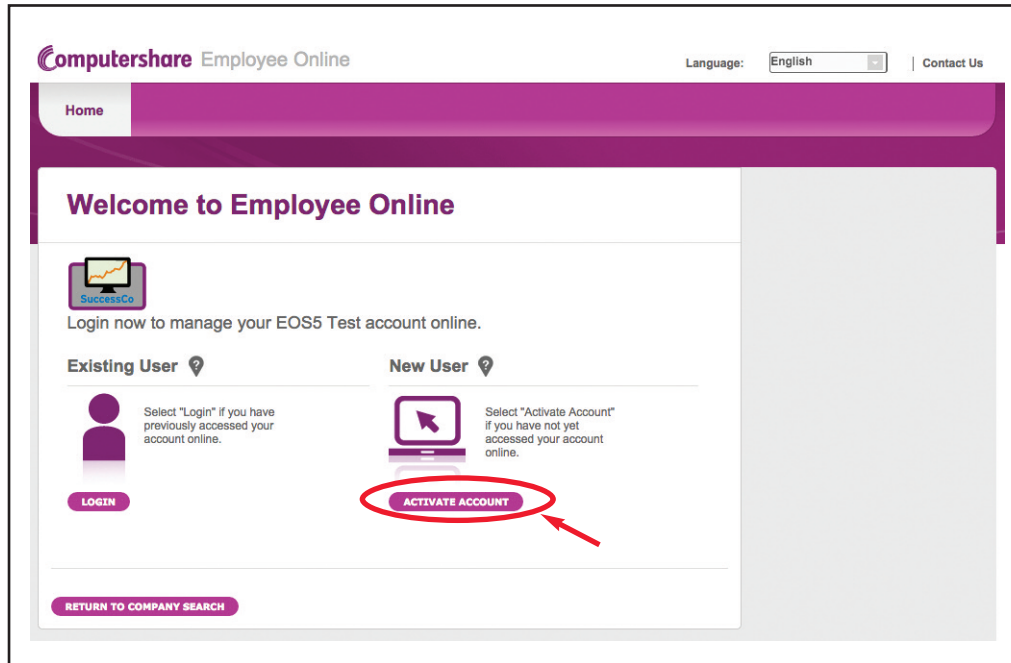
1. Navigate to **www.computershare.com/employee/ca**



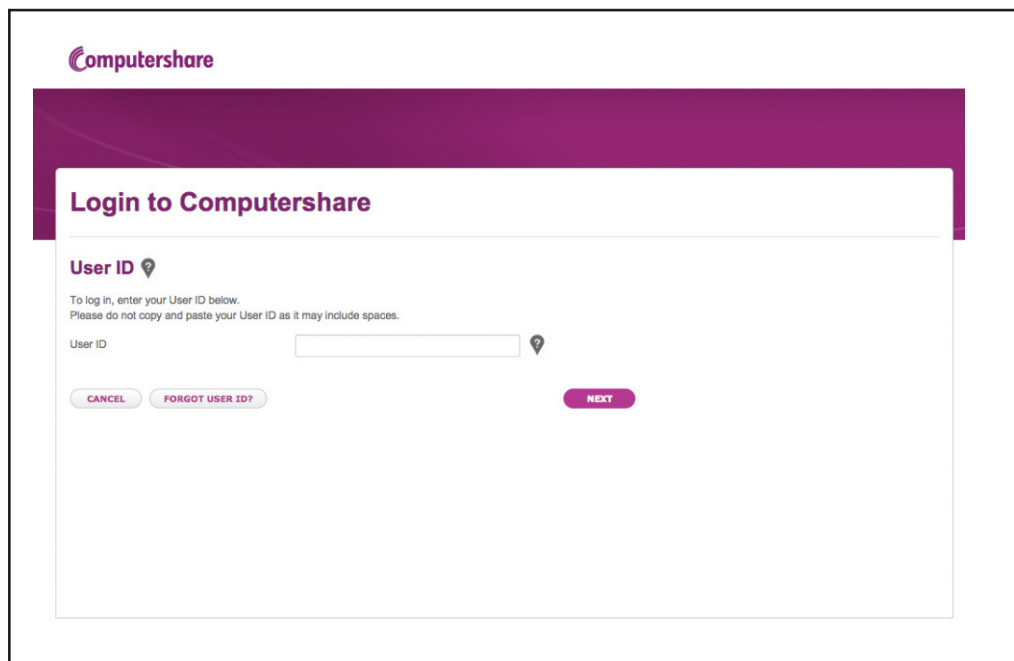
2. Enter H under company code and click Next.



3. Click on "Activate Account" under New User



4. Enter your Hydro One Employee Identification (ID) number as your new Computershare "User ID" and click NEXT. Your Employee ID can be found in the Welcome notification you receive from Computershare.



5. Enter your temporary Personal Identification Number (PIN), which can be found in the PIN notification you receive from Computershare in the 'PIN/Password' field.
6. Enter the characters shown within the "CAPTCHA" field (letters/numbers of the distorted image). Click on "Continue"

Once logged in, you will be brought to the 'Account Update' screen where you will be required to create your new personalized user ID and password and set up your security questions. Please note that fields marked with an asterisk (*) are mandatory.

- Contact Information
- Security Questions
- Personal Site Seal
- Mobile / Cell Phone Number

Activating your account is only required the first time you log in. Going forward, to access your account, click on 'Login' from the landing page and use your personalized User ID and password to login. Once logged in, you can view your account details.

For additional support, the below links provide step by step instructions on how to activate your account and log into your account after activation:

English:

<https://www.computershare.com/ca/en/employee-online-login-demo>

French:

<https://www.computershare.com/ca/fr/demo-de-louverture-de-session-dans-employes-en-ligne>

WITHDRAWAL, SALES & TAXES: MANAGING YOUR SHARES

Withdrawal

Share Grants are not eligible for withdrawal from your account until after the second anniversary following the relevant Grant Date for these shares. After this two year period, you can transfer your CCPC shares to a personal broker. Withdrawals, including transfers to another brokerage and certificate requests, are subject to transaction fees which are the responsibility of the employee. Further information on these fees is outlined later in this document.

Sale of Shares & Tax Implications

You may sell your shares at any time after they have been issued to you. There are tax implications associated with a sale of your shares; it's essential to review the tax considerations prior to making a sale. You should also note you are accountable for the cost of any brokerage and transaction fees for the sale.

If you sell your CCPC shares within the two year period from the date in which they were granted, you will incur a taxable benefit and a capital gain or loss in the year the shares are sold. However, you will not benefit from the favourable CCPC tax treatment; that is, you will not be eligible for the 50% deduction in the taxable benefit. Capital gains will be subject to the applicable inclusion rate and will be taxed at the applicable tax rate.

Computershare's system will categorize your shares into dividend, restricted and unrestricted shares. Shares that have met the 2 year holding period will be listed as unrestricted shares. Those that have not met the holding period will be listed as restricted shares in your Computershare account.

Sale of shares will trigger a taxable benefit and a capital gain or loss. **CCPC shares** permit you to include the taxable benefit for the shares issued to you **in the taxation year you sell your shares, and not in the year when they are issued.**

When you sell the CCPC Shares, you will be able to deduct 50% of the taxable benefit from your income if you have held the shares for more than two years (unrestricted shares). All dividends earned on shares are taxable in the year in which they are paid. Computershare will issue a T5 for dividend income earned each year.

If you leave your shares in your Computershare account until the time of the sale, you will receive a T4 from Hydro One detailing the taxable benefit and a T5008 from Computershare regarding the capital gain/loss and T5 for dividend income.

If you have transferred any of your shares out of your Computershare account into another brokerage account and subsequently sell your shares, you must notify Hydro One. If you fail to notify Hydro One that you have sold the CCPC shares, you are still required to report the taxable benefit and the sale of the CCPC shares on your tax return. A failure to report the taxable benefit and the sale will result in underpayment of your tax obligation (and possibly CPP contributions and other statutory payments) for the year in which the shares are sold and may be subject to interest and penalties by the Canada Revenue Agency, which will be your responsibility. Further, you may lose your entitlement for the 50% deduction in the taxable benefit if you do not report your sale to Hydro One. The 50% deduction must be reported on the T4 slip to indicate your eligibility and the amount.

Withdrawals and/or the sale of shares must not occur during blackout periods and/or when you have non-public material information. Please refer to Hydro One's Insider Trading Policy (available through HODS) and the Blackout Calendar for more information.

EXAMPLE: Sale of Shares after 2 Years

This example is for illustrative purposes only.

Date	Action	FMV	Value	Tax Implications
April 1, 2017	Receive 100 Shares	\$21	\$2,100	no tax payable at time of grant
April 1, 2018	Receive 100 Shares	\$19	\$1,900	no tax payable at time of grant
April 1, 2019	Receive 100 Shares	\$22	\$2,200	no tax payable at time of grant
Total			\$6,200	
April 1, 2025	Sell 300 Shares	\$30	\$9,000 (\$30 x 300 shares)	<p>Taxable Benefit on Shares: \$3,100 (\$6,200 x 50% deduction in taxable benefit as shares were held for more than 2 years) This amount will be taxed as regular income.</p> <p>Capital Gain: \$2,800 (\$9,000 value at sale – \$6,200 taxable benefit before deduction for holding) This amount will be taxed as capital gains.</p>

EXAMPLE: Sale of Shares before 2 Years

This example is for illustrative purposes only.

Date	Action	FMV	Value	Tax Implications
April 1, 2017	Receive 100 Shares	\$21	\$2,100	no tax payable at time of grant
April 1, 2018	Receive 100 Shares	\$19	\$1,900	no tax payable at time of grant
Total			\$4,000	
February 1, 2019	Sell 200 Shares	\$25	\$5,000 (\$25 x 200 shares)	<p>Taxable Benefit on Shares: \$4,000 This amount will be taxed as regular income.</p> <p>Capital Gain: \$1,000 (\$5,000 value at sale – \$4,000 taxable benefit) This amount will be taxed as capital gains.</p>

ADMINISTRATIVE FEES

It is important that you review the fees related to your account. The following fees apply to the sale or withdrawal of your shares and are payable only by credit card:

Sale of CCPC shares

If you sell your CCPC shares directly from your Computershare account, the following fees apply:

Website Transactions	\$25.00 for each transaction + \$0.03 per share sold (broker's commission)
Transactions with Representative by phone	\$50.00 per transaction + \$0.03 per share sold (broker's commission)

Withdrawal of CCPC Shares

If you withdraw CCPC shares from your Computershare account in order to transfer these CCPC shares to your broker or to receive a share certificate (Direct Registration System), the following fees apply:

Website Transactions	\$35.00 per transaction
Transactions with Representative by phone	\$50.00 per transaction

Non-CCPC Dividend shares

If you sell your non-CCPC shares purchased on your behalf from your dividend income, the commission is \$0.03 per share. No transaction fees apply.

Participant Account

After you retire or terminate, or when all your shares become unrestricted, you have the option to keep your account with Computershare. There is an annual fee of \$30.00 to maintain a participant account.

Please note that commissions and fees are subject to change. Any changes to the fee schedule will be communicated by Computershare.

LEAVING HYDRO ONE

The scenarios below explain what happens to your Share Grants if you no longer work at Hydro One.

Termination or Retirement

You must be an employee of Hydro One on each Grant Date in order to receive the annual share grants. You are able to retain any shares that have already been issued to you before your termination or retirement but you will not be issued any further CCPC shares once your employment has ended.

If you leave Hydro One and are subsequently rehired, your CCPC share grants cannot be reinstated.

Death

If you die before receiving all your CCPC share grants, your estate will not receive any further share grants.

If you die before selling all of your CCPC shares, they will be deemed to be disposed as of your date of death at the fair market value for tax purposes. A T4 slip reflecting the applicable taxable benefit will be generated and provided to your estate. If you are no longer an employee and have withdrawn your CCPC shares from your Computershare account, you should provide advance instructions to your broker and/or the executor of your will to notify Hydro One of your death so that the appropriate T4 reporting can be completed.

Disability

If you go on Long Term Disability (LTD), you continue to be an employee of Hydro One and receive your annual share grants in accordance with the share grant schedule.

At age 65, employees are no longer eligible for LTD benefits. You must return to work (pending an approved Corporate Rehab Plan), retire, or terminate your employment. On termination or retirement, the provisions noted above apply.



QUESTIONS

If you need assistance with your account, please contact Computershare:

- Visit www.computershare.com/employee/ca, or
- Contact a Computershare Representative at 1-866-593-4601, Monday to Friday from 8:30 a.m. – 8:00 p.m.

For general plan information:

- Go to the **Hydro One People Matters Site**, or
- Email Share Grants Administration SHAREGRANTS@HydroOne.com or
- Call the HR Support Centre at 1-888-942-7547

This guide is provided for information purposes only. The content is not intended to create a contract of any kind. In the event of any inconsistency between this guide and the PWU Represented Employee Share Grant Plan text, the text supersedes.



EMPLOYEE SHARE GRANT PLAN

ELIGIBLE SOCIETY-REPRESENTED EMPLOYEES

March 2018

hydroOne

CONTENTS

- 1** WELCOME
- 2** OVERVIEW
- 3** EMPLOYEE SHARE GRANT PLAN ELIGIBILITY
- 4** WHAT IT MEANS TO BE A SHAREHOLDER
- 5** TRACKING SHARE VALUE
- 6** WITHDRAWAL, SALES & TAX IMPLICATIONS:
MANAGING YOUR SHARES
- 9** ADMINISTRATIVE FEES
- 10** LEAVING HYDRO ONE
- 11** QUESTIONS



HYDRO ONE LIMITED SOCIETY REPRESENTED EMPLOYEE SHARE GRANT PLAN

Welcome to the Hydro One Limited Society Represented Employee Share Grant Plan (the “Plan”).

There is no greater reward than having an ownership stake in what you are helping to build. The Plan provides an opportunity for you to benefit from the results that you help to create.



OVERVIEW

To get the most out of your Plan, it is important that you understand how it works, how you can track the value of your shares, and what to expect as a participant in the Plan.

Shares are issued to eligible Society represented employees on April 1st of each year (the “Grant Date”) starting in 2018, and continue to be issued annually up to the last date set out in your Plan letter, with the final grants delivered in 2029.

Simply put, if you are an eligible employee of Hydro One on the Grant Date and have contributed to the Hydro One Pension Plan from September 1st, 2015 up to and including the Grant Date, you will receive the shares as set out in your Plan letter. Hydro One will deposit the shares into an account in your name with the Administrative Agent as appointed by Hydro One (“Administrative Agent”).

Keep reading to understand how the Plan works.

Further details regarding your eligibility to join the Plan are set out in the Plan Text.



ELIGIBILITY FOR THE EMPLOYEE SHARE GRANT PLAN

You are eligible to participate in the Plan if, as of September 1, 2015, you met the criteria for “Eligible Employee”, as that term is defined under the Plan. An Eligible Employee is generally someone who is:

- a regular employee of Hydro One Inc. or any of its subsidiaries, and
- represented by the Society of Energy Professionals in your base position, and
- making contributions to the Hydro One Pension Plan, or on LTD or on an approved leave and for which pensionable time was purchased within the prescribed timeline.

To maintain eligibility in a grant year, you must be an Eligible Employee from September 1, 2015 continuously up to and including the subject Grant Date.

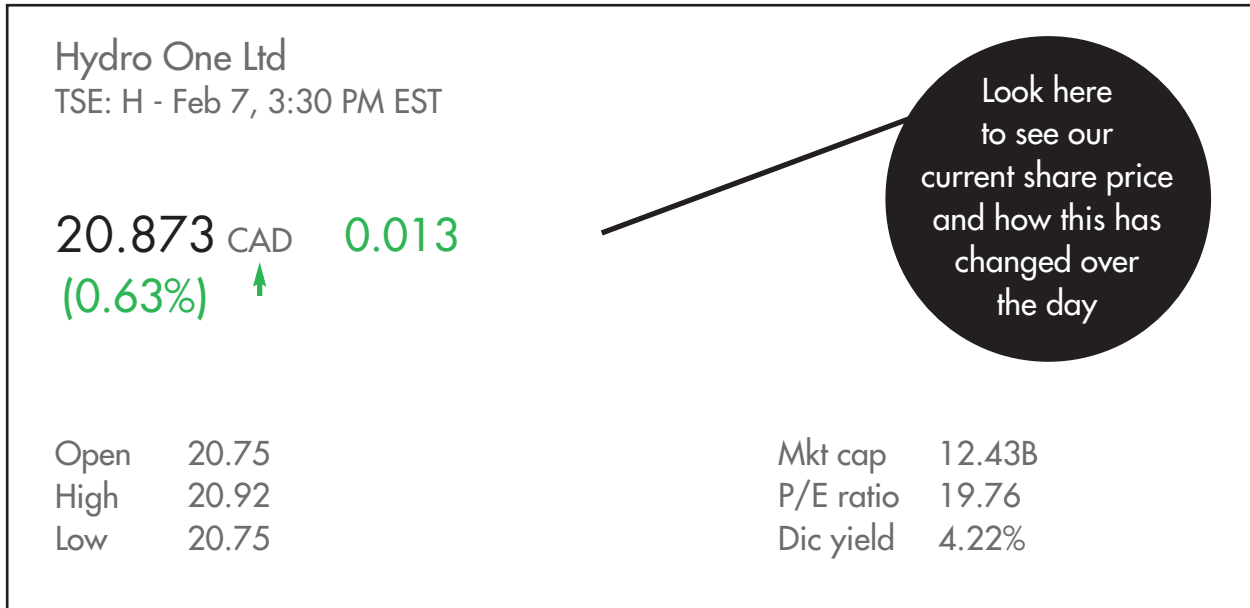
WHAT IT MEANS TO BE A HYDRO ONE SHAREHOLDER

As a recipient of Canadian Controlled Private Corporation (“CCPC”) shares you are a shareholder of Hydro One and need to know what CCPC shares are. You’ll also need to understand how the share price fluctuates, the investment income you’ll receive in the form of dividends, and the tax treatment on the income when you sell your shares.

- **CCPC shares** – These are shares of a Canadian corporation that are not controlled by non-residents of Canada nor by public corporations (nor a combination of these). Hydro One entered into the Plan and agreement letters with eligible Society represented employees when Hydro One was a CCPC. These CCPC shares are taxable to the employee in the year in which they are sold, rather than in the year in which they are issued. If you sell the CCPC shares after the first two years following the Grant Date, you will also benefit from a 50% deduction in the taxable benefit on the CCPC shares received.
- **Share price fluctuation** – The share price changes throughout the trading day. Hydro One Limited shares are listed on the Toronto Stock Exchange with the ticker symbol “H”. You can track the share price on Hydro One’s external Investor Relations website or in the general marketplace; that is, online or through stock market information in a national newspaper.
- **Dividends** – Hydro One Limited distributes a portion of its profits to shareholders in the form of dividends. Dividend income is automatically reinvested in your account through the purchase of additional Hydro One Limited common shares that are not CCPC.
- **Capital gains/losses** – A capital gain results when the market price at the time the shares are sold is greater than the price at the time of grant. Conversely, a capital loss results when the market price at the time shares are sold is less than the price at the time of grant. Any change in the fair market value (“FMV”) of the CCPC shares since the Grant Date will give rise to a capital gain or loss. Hydro One is not liable for changes in share value.

TRACKING SHARE VALUE

Provided you are continuously an Eligible Employee at each Grant Date, you will receive the number of shares set out in your Hydro One Plan letter. You can track the value of the Hydro One Limited shares on Hydro One's external website, as well as many financial websites. Here's an illustration of what you will see in the financial section of newspapers or online stock reports:



Legend

Open	Opening Share Price
High	Daily High Share Price
Price Low	Daily Low Share Price
Mkt Cap	Market Capitalization
P/E ratio	Price to Earnings Ratio
Div yield	Dividend Yield

Stock Split/Consolidation

The number of Shares to be granted on any Grant Date, are adjusted in the event that shares of Hydro One are split or consolidated, in order to prevent dilution or enlargement of the share grants. Hence, an employee eligible to receive a share grant of 100 shares per year would receive 200 shares per year after a 2 for 1 stock split is declared by Hydro One.

Conversely, if a 2 for 1 consolidation is declared, the annual share grant would become 50 shares. The adjustment is necessary in both cases to maintain the total value of the share grants to the recipient.

WITHDRAWAL, SALES & TAXES: MANAGING YOUR SHARES

Withdrawal

Share Grants are not eligible for withdrawal from your account until after the second anniversary following the relevant Grant Date for those shares. After this two year period, you may transfer your CCPC shares to a personal broker. Withdrawals, including transfers to another brokerage and certificate requests, are subject to transaction fees which are the responsibility of the employee. Further information on these fees is outlined later in this document.

Sale of Shares & Tax Implications

As long as there is no blackout period in effect and you are not in possession of material non-public information, you may sell your shares at any time after they have been issued to you. There are tax implications associated with a sale of your shares; it's essential to review the tax considerations prior to making a sale. You should also note you are accountable for the cost of any brokerage and transaction fees (outlined later in the document) for the sale.

The sale of your CCPC shares will trigger a taxable benefit and a capital gain or loss. The taxable benefit of the CCPC shares will be reported **in the taxation year you sell your CCPC shares, and not in the year when they were issued to you.**

The Administrative Agent's system will categorize your shares into dividend, restricted and unrestricted shares. CCPC shares that have met the 2 year holding period will be listed as unrestricted shares. Those CCPC shares that have not met the 2 year holding period will be listed as restricted shares in your account with the Administrative Agent.

If you sell any CCPC shares before the two year anniversary from the date in which they were granted, you will incur a taxable benefit and a capital gain or loss in the year the shares are sold. However, you will not benefit from the favourable CCPC tax treatment; this means, you will not be eligible to reduce your taxable benefit by 50%. Capital gains will be subject to the applicable inclusion rate and will be taxed at the applicable tax rate.

If you have held the CCPC shares for more than two years (then referred to as “unrestricted shares”), you will be able to deduct 50% of the taxable benefit from your taxable benefit in the year that they are sold. The taxable benefit and the 50% deduction, if applicable, will be reported on your T4 slip issued by Hydro One. Further, a T5008 slip from the Administrative Agent will be issued to report the sale of the shares. All dividends earned on your shares are taxable in the year in which they are paid. The Administrative Agent will issue a T5 slip for the dividend income received each year.

If you have transferred any of your shares out of your account with the Administrative Agent into another brokerage account and subsequently sell your shares, you must notify Hydro One. If you fail to notify Hydro One that you have sold the CCPC shares, you are still required to report the taxable benefit and the sale of the CCPC shares on your income tax return. Failure to report the taxable benefit and the sale will result in underpayment of your tax obligation (and possibly CPP contributions and other statutory payments) for the year in which the shares are sold and may be subject to interest and penalties by the Canada Revenue Agency, which will be your responsibility. Further, you may lose your entitlement for the 50% deduction in the taxable benefit if you do not report your sale to Hydro One. The taxable benefit and the 50% deduction must be reported on your T4 slip that is issued by Hydro One.

Withdrawals and/or the sale of shares must not occur during blackout periods and/or when you have non-public material information. Please refer to Hydro One’s Insider Trading Policy (available through HODS) and the Blackout Calendar for more information.

EXAMPLE: Sale of Shares after 2 Years

This example is for illustrative purposes only.

Date	Action	FMV	Value	Tax Implications
April 1, 2018	Receive 100 Shares	\$21	\$2,100	no taxable benefit at time of grant
April 1, 2019	Receive 100 Shares	\$19	\$1,900	no taxable benefit at time of grant
April 1, 2020	Receive 100 Shares	\$22	\$2,200	no taxable benefit at time of grant
Total			\$6,200	
April 1, 2025	Sell 300 Shares	\$30	\$9,000 (\$30 x 300 shares)	<p>Taxable Benefit on Shares: \$3,100 (\$6,200 x 50% deduction in taxable benefit as shares were held for more than 2 years) This amount will be taxed as regular income.</p> <p>Capital Gain: \$2,800 (\$9,000 value at sale – \$6,200 taxable benefit before deduction for holding) This amount will be taxed as capital gains.</p>

EXAMPLE: Sale of Shares before 2 Years

This example is for illustrative purposes only.

Date	Action	FMV	Value	Tax Implications
April 1, 2018	Receive 100 Shares	\$21	\$2,100	no taxable benefit at time of grant
April 1, 2019	Receive 100 Shares	\$19	\$1,900	no taxable benefit at time of grant
Total			\$4,000	
February 1, 2020	Sell 200 Shares	\$25	\$5,000 (\$25 x 200 shares)	<p>Taxable Benefit on Shares: \$4,000 This amount will be taxed as regular income.</p> <p>Capital Gain: \$1,000 (\$5,000 value at sale – \$4,000 taxable benefit) This amount will be taxed as capital gains.</p>

ADMINISTRATIVE FEES

It is important that you review the fees related to your account. The following fees apply to the sale or withdrawal of your shares and are payable only by credit card:

Sale of CCPC shares

If you sell your CCPC shares directly from your Computershare account, the following fees apply:

Website Transactions	\$25.00 for each transaction + \$0.03 per share sold (broker's commission)
Transactions with Representative by phone	\$50.00 per transaction + \$0.03 per share sold (broker's commission)

Withdrawal of CCPC Shares

If you withdraw CCPC shares from your account with the Administrative Agent and transfer these CCPC shares to your broker or you receive a share certificate (Direct Registration System), the following fees apply:

Website Transactions	\$35.00 per transaction
Transactions with Representative by phone	\$50.00 per transaction

Non-CCPC Dividend shares

If you sell your non-CCPC shares that were reinvested from your dividends, the broker's commission is \$0.03 per share. No transaction fees apply.

Participant Account

After you retire or terminate, or when all your shares become unrestricted, you have the option to keep your account with the Administrative Agent. There is an annual fee of \$30.00 to maintain a participant account with the Administrative Agent.

Please note that commissions and fees are subject to change. Any changes to the fee schedule will be communicated by the Administrative Agent.

LEAVING HYDRO ONE

The scenarios below explain what happens to your Shares if you no longer work at Hydro One.

Termination or Retirement

You must continuously be an Eligible Employee of Hydro One on each Grant Date in order to receive the annual share grants. You are able to retain any shares that have already been issued to you before your termination or retirement but you will not be issued any further CCPC shares once your employment has ended.

If you leave Hydro One and are subsequently rehired, your CCPC share grants cannot be reinstated.

Death

If you die before receiving all your CCPC share grants, your estate will not receive any further share grants.

If you die before selling all (restricted and unrestricted) of your CCPC shares, they will be deemed to be disposed as of your date of death at the FMV for tax purposes. A T4 slip reflecting the taxable benefit and deduction, will be generated and provided to your estate. If you are no longer an employee and have withdrawn your CCPC shares from your account, you should provide advance instructions to your broker and/or the executor of your will to notify Hydro One of your death so that the T4 slip can be issued.

Disability

If you go on Long-Term Disability (LTD), you will continue to be an employee of Hydro One and you will receive your annual share grants in accordance with the share grant schedule.

At age 65, employees are no longer eligible for LTD benefits. You must return to work (pending an approved Corporate Rehab Plan), retire, or terminate your employment. On termination or retirement, the provisions noted above apply.

QUESTIONS

If you need assistance with your account, please review the job aid or contact Computershare:

- Visit **www.computershare.com/employee/ca**, or
- Contact a Computershare Representative at 1-866-593-4601, Monday to Friday from 8:30 a.m. – 8:00 p.m.

For general plan information:

- Go to **<http://HydroNet.HydroOne.com/LoB/PC/People/Employees/Pages/SOCBene.aspx>**
- Email Share Grants Administration **SHAREGRANTS@HydroOne.com** or
- Call the HR Support Centre at 1-888-942-7547

All tax information provided in this document is informational only, based on the assumption that you are a Canadian tax resident and an employee and based on tax laws, regulations, and administrative positions as of February 28, 2018 which are subject to change without notice. This summary is of a general nature only and is not exhaustive of all Canadian income tax considerations. This summary is not, and is not intended to be, legal or tax advice to any particular employee. You should consult your tax advisor to confirm tax positions, as some tax implications may differ depending on your specific facts and circumstances.

Securities laws and Hydro One's Insider Trading Policy prohibit you from trading – buying and selling – in Hydro One Limited shares or Hydro One Inc. notes and debentures when you are in possession of material non-public information, as well as during company-prescribed blackout periods.

Examples provided are for illustrative purposes only.

In the event of any inconsistencies between this FAQ document and the plan text itself, the plan text supersedes.

1 **CME INTERROGATORY #43**
2

3 **Reference:**

4 F-04-01-01 p.1 of 1
5

6 **Interrogatory:**

7 At Exhibit F, Tab 4, Schedule 1, Attachment 4, Hydro One has produced a 2019 Hydro
8 One Team scorecard for execution and performance which is used to provide short term
9 incentive pay to MCP employees.
10

- 11 a) Please provide a copy of the short-term incentive program policy, and the STIP
12 Employee Guide.
13
14 b) Please provide the percentage of eligible employees who received a STIP payment
15 and the average amount of STIP payment to MCP employees.
16

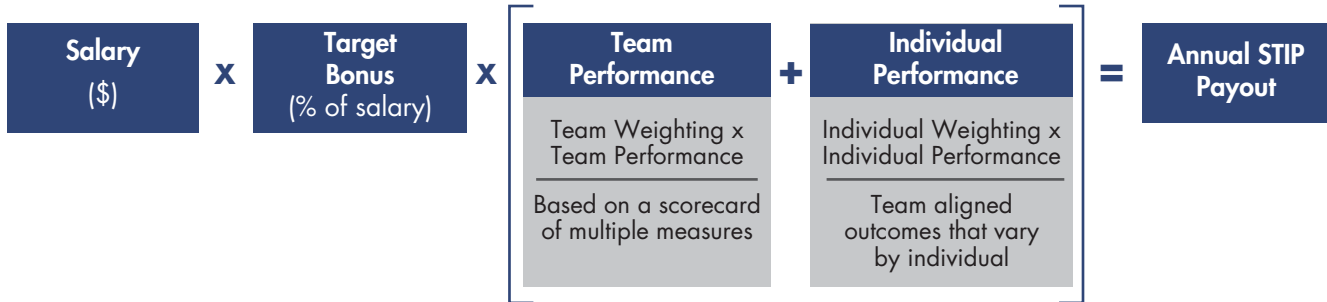
17 **Response:**

- 18 a) The employee STIP guide document is provided as Attachment 1 to this Exhibit.
19
20 b) With regards to the 2018 STIP award (paid out in early 2019), 96% of MCP
21 employees received a payment. The average payout was \$30,682 and the median
22 payout was \$19,858 (please note that these calculations reflect all MCP incumbents
23 and includes positions not included in the transmission revenue requirement – e.g.
24 ELT).

STIP

STIP OVERVIEW

Hydro One's STIP provides an annual incentive payout based on Individual and Team (corporate) performance, against pre-determined goals and measures. The STIP payout is calculated based on the following formula. Each of the elements of STIP calculation is described in more detail below.



SALARY

STIP payouts are based on the employee's annual salary and will be prorated to reflect any salary changes, such as Merit or promotional increases during the year. For employees who are on rotations, Home Base salary is used for the STIP calculation. This means any step-up pay received for relief or rotational assignments are **not** factored into the STIP payout.

TARGET BONUS

The employee's target bonus, expressed as a percentage of salary, is based on the level of the role. All jobs have been categorized into levels based on function, scope, complexity and contribution to the organization. The target bonus increases by level. Similar to salary, the target bonus used in STIP payout will be prorated to reflect any changes in target bonus during the year.

PERFORMANCE MEASURES & WEIGHTING

Team and Individual Performance are weighted by level as part of the STIP calculation. The Team Performance weight increases by level reflecting the greater influence senior roles have on the overall team results.

The following table outlines the Target Bonus and Team and Individual performance weight by level:

Title	Level	Target Bonus (% of Salary)	Team Performance Weight	Individual Performance Weight
Director	7	25%	70%	30%
Director	6	20%		
Manager/Superintendent	5	15%		
Manager/Professional	4	10%		
Consultant/Admin Support	2-3	7%	50%	50%
Admin Support	1	5%		

TEAM PERFORMANCE MULTIPLIER

The Team Performance Multiplier is a reflection of the Company’s performance results against the Team Scorecard measures approved by the Board of Directors (Board) at the beginning of each year. Team performance generally includes measures such as: Health and Safety, Work Program Net Income, Customer Satisfaction and Productivity.

The Company’s performance relative to these measures will be assessed against its threshold, target (budget) and maximum metrics approved annually by the Board. The Team Performance Multiplier may range from 0 to 200% based on the degree to which the Company achieves its performance measures. Results will be interpolated between performance levels.

Management will put forward a recommendation to the Board for the Team Performance Multiplier based the corporate performance on the Team Scorecard. The Board has the discretion to accept management’s recommendation or alter it.

INDIVIDUAL PERFORMANCE MULTIPLIER

The Individual Performance Multiplier is based on the Manager’s assessment of the employee’s achievement as measured against the 3 to 4 SMART performance goals set early in the year, as well as Manager’s assessment of how the employees lives Hydro One’s corporate values.

Employees define their performance levels with their Managers by establishing the threshold, target (budget), and maximum potential performance outcomes for these goals. A performance rating is determined based on the Manager’s assessment of the employee’s performance relative to these metrics, including alignment with Hydro One’s corporate values. A Calculated Performance Rating is determined based on the weighted average of the performance ratings assigned by the Manager.

Based on this Calculated Performance Rating, the Manager then assigns a specific Individual Performance Multiplier that falls within the appropriate ranges identified in the table below. The Individual Performance Multiplier can range from 0 to 200%.

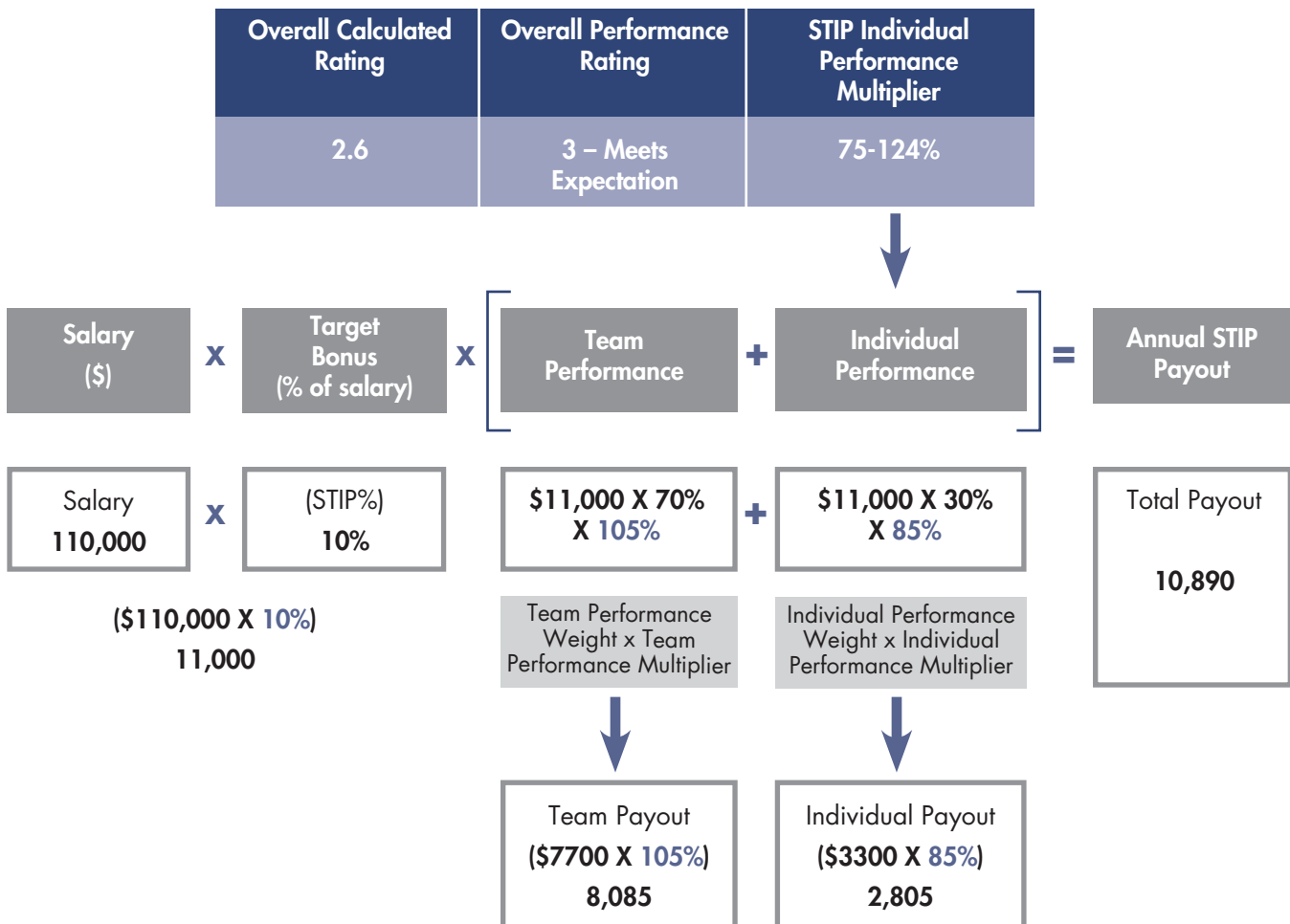
The Individual Performance Rating is reviewed and calibrated by the Manager-Once-Removed (MoR).

Calculated Performance Rating	Individual Performance Rating	Individual Performance Multiplier Range
0.00 – 1.49	Did not meet expectations	0%
1.50 – 2.49	Meets most but not all expectations	50–74%
2.50 – 3.49	Meets expectations	75–124%
3.50 – 4.49	Exceeds expectations	125–149%
4.50 – 5.00	Significantly exceeds expectations	150–200%

No STIP payout (i.e. neither the team nor individual components) will be made in the event of a Calculated Performance Rating between 0 – 1.49 (i.e. did not meet expectations rating).

Example

An example STIP payout calculation for a Manager (Level 4) with a salary of \$110,000, 10% Target Bonus, 105% Team Performance Multiplier and 85% Individual Performance Multiplier (i.e. Calculated Rating between 2.50 – 3.49 reflecting Meets Expectations) follows.





STIP PAYOUT

STIP payout, less pension contributions and statutory deductions, generally occurs within 90 days of the fiscal year end, following approval by the Board of Directors. All or a portion of the STIP payout may be included in pensionable earnings, depending on whether the employee participates in the defined benefit or defined contribution pension plan.

Under the defined benefit pension plan, 50% of STIP payout is included as pensionable earnings, subject to maximum pensionable earnings of \$350,000.

Under the defined contribution pension plan, 100% of STIP payout is included as pensionable earnings, subject to a maximum of 50% of base salary.

ELIGIBILITY

All regular Management and Non-Represented employees who have worked at least three (3) months during the fiscal year are eligible for STIP.

EMPLOYEE LIFE EVENTS

During the normal course of an employee's career certain life events may occur. This section outlines how STIP will be treated in these cases. For life events not covered below, Hydro One will base its treatment of STIP on its administrative practices or the intent for which the plan was designed. Hydro One's fiscal year is January 1 to December 31.

Life Event	Eligibility	Notes
New Hire	Yes	Employees are eligible for a pro-rated STIP payment. Must have worked a minimum of 90 days.
Promotion	Yes	
Retirement	Yes	If the employee retires (by either by taking a defined benefit pension or by meeting the minimum age under the Hydro One's defined contribution pension plan) or is terminated and takes the commuted value of defined benefit pension once eligible for retirement, STIP will be pro-rated based on the number of days worked in the year, provided that the employee worked a minimum of 90 days in the fiscal year. If the employee retires following the fiscal year end but before the payout date for the previous year, the employee will continue to be eligible for STIP payout. Note: Executive must provide 6 months written notice
Resignation	No	If the employee resigns during the fiscal year, STIP payout will be forfeited. If the employee leaves following the fiscal year end but before the payout date for the previous year, the employee will continue to be eligible for STIP payout. Note: Executive must provide 3 months written notice
Leaves	Yes	Employees are eligible for a pro-rated STIP payment. Must have worked a minimum of 90 days. Employees on Long Term Disability (LTD) or pending LTD are not eligible
Death	Yes	Should an employee die while actively employed with Hydro One, any STIP payouts for the fiscal year of death will be prorated for the number of days worked during the fiscal year, provided the employee has worked a minimum of 90 days.

FREQUENTLY ASKED QUESTIONS

What does a long term performance rating mean?

In order to capture and reward employees for their sustained high performance, the Merit guideline is based on the long-term performance rating. This rating is calculated by taking the 2017 and 2018 in-year performance rating to produce an averaged performance rating over time. There is a stronger emphasis put towards the 2018 rating but historical performance is still assessed in order to provide a holistic view. These ratings are determined through a calibration session and are populated in SuccessFactors.

If an employee resigns from Hydro One, is the employee eligible for a STIP payment?

An employee that resigns within the performance year is not eligible for STIP. An employee that resigns after January 1 following the performance year is eligible for STIP.

If an employee is on maternity leave, is the employee eligible for STIP?

An employee who works for at least 90 days is eligible for STIP. An employee who is on maternity leave during the STIP payout date has the option to either receive STIP payment or defer payment until returning back to work but would need to provide the necessary paperwork in advance.

If an employee receives a promotion during the performance year, how will the STIP payment be calculated?

If an employee transfers positions within Management and Non-Represented roles, or is promoted from a Management and Non-Represented role to a Management and Non-Represented role, STIP payout will be prorated to reflect the number of days worked in each position and the appropriate targets and team and individual performance weightings for each position.



CME INTERROGATORY #44

Reference:

F-04-01p. 30 of 46

Interrogatory:

At Exhibit F, Tab 4, Schedule 1, page 30, Hydro One indicates that “Pension costs were reduced by increasing employee pension contributions and reducing future pension benefits. In addition to advancing the progression to a 50-50 cost-sharing for pension benefits, it is also significant in that the increase in pension contributions more than offsets the costs of the share grant program for both unions.”

- a) Please provide the costs calculations which supports the statement that the increase in employee pension contributions more than offsets the costs of the share grant program for both unions.
- b) Please provide particulars of the amount of pension costs reductions and how this was achieved through collective bargaining.
- c) Please specify the current cost sharing ratio of pension expenses for both unions.

Response:

- a) At the time the share grant program was negotiated, the following costing demonstrates that the increased employee pension contribution more than offset the cost of the share grant programs.

(\$M)		2017	2018	2019	2020	2021	2022
PWU							
Forecasted Maximum Stock Based Compensation Cost (Cash)	A	4.0	4.1	4.1	3.9	3.6	3.4
Projected Pension Cost Savings (Cash)	B	5.8	7.7	7.7	7.5	7.2	7.2
Savings	B less A	1.8	3.6	3.6	3.6	3.6	3.8
Society							
Forecasted Maximum Stock Based Compensation Cost (Cash)	A	0	1.5	1.4	1.4	1.3	1.2
Forecasted Lump Sum salary payment	B	1.5	0	0	0	0	0
Projected Pension Cost Savings (Cash)	C	1.5	2.8	3.7	3.7	3.6	3.6
Savings	C less (A+B)	0	1.3	2.3	2.3	2.3	2.4
Net Pension Cost Savings (Cash)		1.8	4.9	5.9	5.9	5.9	6.2

- b) The 2015 collective bargaining and the resulting introduction of share grant compensation and increased employee contributions was part of a complex set of

Witness: Sabrin Lila

- 1 negotiations facilitated by the Government. These negotiations were further
2 complicated by having Sector bargaining for key issues involving OPG and also local
3 bargaining committees which negotiated local issues.
4
5 c) Please refer to Exhibit I, Tab 02, Schedule 19 and Exhibit I, Tab 02, Schedule 20.

1 **CME INTERROGATORY #45**

2
3 **Reference:**

4 TSP-01-04-04p. page 1 of 98

5
6 **Interrogatory:**

- 7 a) For Hydro One's definition of end of life, does Hydro One have a specific numeric
8 threshold for "high likelihood of failure, or loss of the ability to provide the intended
9 functionality"? If so, please provide it.
- 10
- 11 b) If the answer to (a) above is yes, is the risk quantification the same for every asset
12 type, or does it vary?
- 13
- 14 c) How does Hydro One determine the risk threshold that it considers to be "high
15 likelihood" of failure such that an asset is determined to be at end of life?
- 16

17 **Response:**

- 18 a) Hydro One assesses conductor condition through its condition program. End-of-life
19 (EOL) condition is established when a conductor can no longer safely and reliably
20 perform its designed function. The threshold for this condition is aligned to the wind,
21 ice, and the combined wind and ice loading design capability of the inspected
22 conductor.
- 23
- 24 b) Risk quantification is not the same for every asset and varies by asset functionality.
25 As per Exhibit B-1-1, TSP Section 2.1, Hydro One performs a continuous asset risk
26 assessment ("ARA") process to determine individual asset needs.
- 27
- 28 c) The threshold for establishing EOL condition is aligned to each asset's designed
29 functionality. The condition assessment programs are used to verify if assets can
30 safely and reliably perform their respective designed function.