

COLLECTIVE AGREEMENT

Between

HYDRO ONE INC.

And

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

April 1, 2011 – March 31, 2013

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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.

**This document was revised following the 2011 negotiations with the intent of separating the sections pertaining to Meal Provisions, Hours of Work, Shift Work, Relief Work and Overtime into the sections relating to each of the respective groups (Parts B, C and D). None of the changes made towards this end amend the intent of the original document. In the event that a dispute arises regarding the intent of the changed items the 2008-2011 Hydro One – PWU Collective Agreement shall apply.

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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, D. Farrell, **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 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 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 25.2, 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 copy of the compiled list of applicants for all advertised vacancies will be forwarded to the Union office.
6. 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.

7. 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.

8. 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 journeyperson⁴ 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 journeyperson 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 journeypersons 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.

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 journeyperson 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

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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

5 As defined by Article 11, Appendix B

6 As defined by Article 11

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 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.

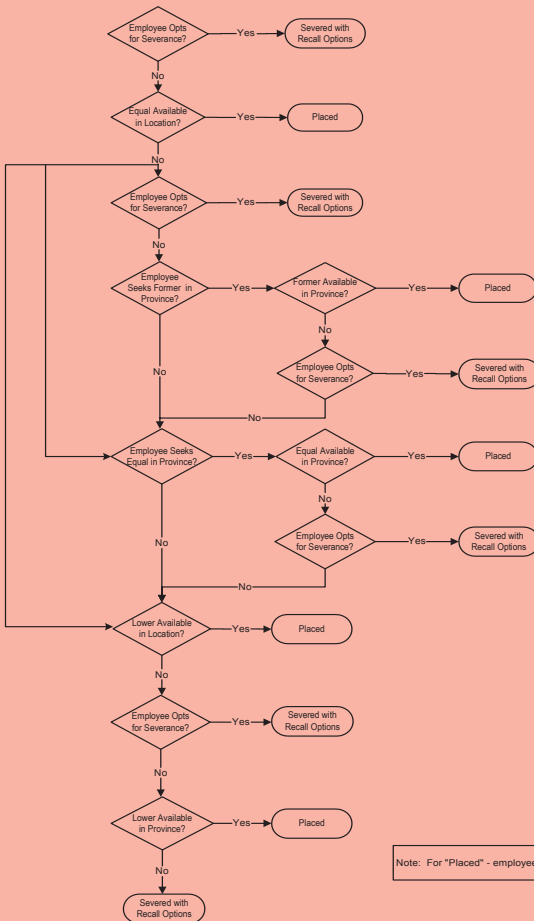
Each employee must indicate his/her status (i.e., regular full-time or regular part-time) on the Option/Election Form. The employee’s designation must be accurate. The employer will confirm the designation.

- (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, **2013**, 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

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- 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.

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.

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.

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.

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

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 **2011**, and shall remain in effect until the 31st day of March **2013**, 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.

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GENERAL ITEMS

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GENERAL ITEMS

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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.

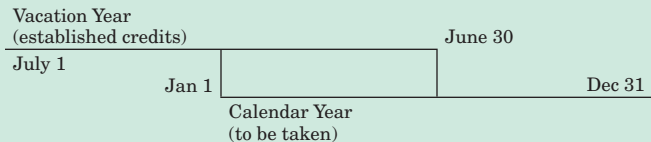
6.0 VACATIONS

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 Health and Safety Division. 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 a physician in the Health and Safety Division. All cases of requests for such consideration should be referred to the Health and Safety Division 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 $\frac{5}{20}$ ths 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 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.

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 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 30.1, 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 30.2.

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, 2001, employees who are required by the Company to wear safety footwear (CSA Approved ESR)/ clothing will be reimbursed 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 – \$375.00 per year.
 - (B) For those employees who choose or are required to wear CSA approved ESR protective footwear – \$250.00 per year.
 - (C) For those employees who choose not to wear approved ESR protective footwear – \$150.00 per year.

- (D) Employees who qualify shall receive 50% of the above payment on March 1st and the remaining 50% of the payment on October 1st.

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.

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PART B
MAINTENANCE TRADES

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**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 without a minimum five-hour continuous break between 2300 and 0700 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 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

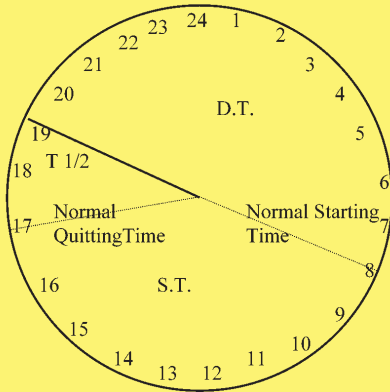
- (c) Unscheduled hours worked on Saturday and Sunday. The premium payment for unscheduled hours worked on Saturday and Sunday is two times the employee's basic rate.

22.6 Equivalent Time Off Without Pay

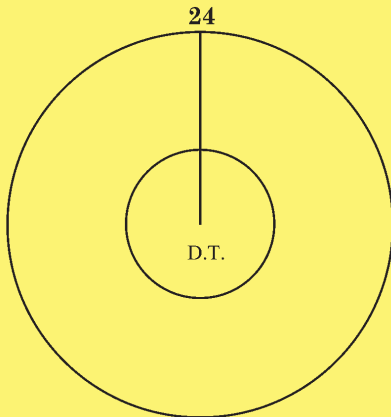
See Part 'A' Section 10.2

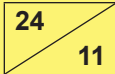
OVERTIME TABLE - HOURLY RATED EMPLOYEES

Monday to Friday



Saturday, Sunday, & Statutory Holiday





HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 24 - REPRODUCTION & GRAPHIC SERVICES
- Dollars per Hour

<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		38.07	39.07	40.07		43.28		
04	Micrographic Worker II, Film Quality Inspector, Photocompositor I, Press Operator			32.28	34.30		37.04	40.13	

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: March 31, 2011

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 25 - TRADES
 - Dollars per Hour

GRADE (GROUP)	TRADE	LEARNER				IMPROVER				J'PER		J'PER	UTS	UTS
		STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	AA	LVL 3	LVL 3A	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	22.57	24.45	26.33	28.22	30.10	33.86	37.62	39.50	40.63				
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)	21.83	23.65	25.47	27.29	29.84	32.97	36.39	38.21	39.30				
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	21.30	23.57	25.83	30.01	34.81	35.22				J'PER AA	UTS LVL 3	UTS LVL 3A	
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	21.33	23.59	25.85	33.23	34.27					J'PER AA	UTS LVL 3		
05	Handyperson (4)	21.34	27.34	30.14	31.65						J'PER AA	UTS LVL 3		
06	Powerline Ground Assistant	27.36	28.91	30.40	31.92							STEP 7		
07	Powerline Maintainer Special (5)	34.81											UTS LVL 3	SUPV LEVEL 2
08	Labourer (6)	21.34	24.65	27.39								STEP 3	STEP 4	
09	Summer Student (7)	16.27	17.63											
10	Meter Reader B		20.70	23.71										
11	Supervising Meter Reader; Supervising Meter Reader/Data Collector		38.21											

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	44.02	45.90
02	02	42.58	44.40
03	03	40.73	42.47
03	3A	41.21	42.97
04	04	38.88	40.54
05	05	35.26	36.77

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	46.46	48.45
02	12	42.59	44.41
03	13	40.73	42.47
04	14	38.86	40.52
05	15	33.16	34.57

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	47.54	49.57
02	22	44.71	46.62

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: March 31 2011

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 27 - MOTIVE POWER TRADES
 - Dollars per Hour

<u>GRADE</u>	<u>TRADE</u>	<u>LEARNER</u>				<u>IMPROVER</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>
01	Regional Field Mechanic; Transport & Work Equipment Mechanic (1)	23.83	25.81	27.80	29.78	31.77	33.75	35.74	37.72	39.71	42.89
07	Autobody Fabricator; Hydraulics & Automotive Machinist;	22.57	24.45	26.33	28.22	30.10	31.98	33.86	36.40	37.62	40.63
02	Regional Shop Mechanic Transport Mechanic; Work Equipment Mechanic; Auto Body Repairer (1)	<u>LEARNER</u>				<u>IMPROVER</u>			<u>J'PER</u>		39.31
		21.84	23.66	25.48	27.30	29.85	32.03	34.22	36.40		
03	Automotive Painter (2)	<u>LEARNER</u>		<u>IMPROVER</u>		<u>J'PER</u>					37.59
		21.30	23.57	25.83	30.01	34.81					
06	Fuel and Electrical Systems Mechanic (3)	21.30	23.57	25.83	30.01	34.81					37.59
04	Accessories Installer	<u>LEARNER</u>		<u>IMPR</u>	<u>J'PER</u>						35.87
		21.42	23.65	25.87	33.21						
05	Service Station Attendant	<u>LRN'R</u>	<u>IMPR</u>	<u>J'PER</u>							30.61
		21.17	23.32	28.34							

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: March 31, 2011

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 Regional Maintainer-Power Equipment Electrician	22.57	24.45	26.33	28.22	30.10	33.86	37.62	39.12	40.63	43.88
		<u>LEARNER</u>			<u>IMPROVER</u>			<u>REGIONAL OR WSD MAIN 2 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;	21.83	23.65	25.47	27.29	29.84	32.97	36.39	38.21	41.27	

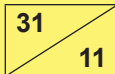
NOTES:

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: March 31, 2011



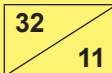
HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 31
TRADES - SERVICES (WEEKLY RATED)
- DOLLARS PER WEEK

<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>LVL 3</u> <u>STEP 4</u>	<u>SUPV</u> <u>LEVEL 2</u> <u>STEP 5</u>
16	Janitor 'A'		1,036.04	1,132.28		1,222.86	1,324.77

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: March 31, 2011



HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 32 - TRADES - SERVICES (HOURLY RATED)
 - Dollars per Hour

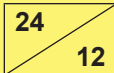
GRADE	TITLE	STEP 0 ¹	STEP 1	STEP 2	STEP 3	UTS		SUPV	
						LVL 3	LVL 2	LVL 3	LVL 2
						STEP 7	STEP 8		
04	Office Cleaner**	22.05				23.81			
09	Vehicle Services Attn	30.14						35.26	
10	Truck Driver Class 3	28.12	29.42	30.14					
11	Truck Driver Class 2	29.42	30.30	31.20					
12	Truck Driver Class 1	30.18	31.50	32.98					
16	Stockkeeper Helper		28.29	29.65	30.82				
18	Stockhandler		29.41	30.71	31.59	34.12		36.96	
19	Forklift Operator		30.06	31.39	32.29			37.78	
21	Stockkeeper, Waste Co-Ordinator		33.51	34.46	35.16	37.97		41.14	
30	Material Handler 'B'		29.41	30.71	31.59	34.12		36.96	
31	Material Handler 'A'		30.06	31.39	32.29	34.87		37.78	

¹ 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: March 31, 2011



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 2</u>	
							<u>STEP 7</u>	<u>STEP 8</u>	
01	Cameraperson, Litho Press Operator I		39.21	40.24	41.27		44.57		
04	Micrographic Worker II, Film Quality Inspector, Photocompositor I, Press Operator			33.25	35.33		38.16	41.34	

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: March 29, 2012

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 25 - TRADES
 - Dollars per Hour

<u>GRADE</u>		<u>LEARNER</u>				<u>IMPROVER</u>				<u>J'PER</u>	<u>J'PER</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>AA</u>	<u>LVL 3</u>	<u>LVL 3A</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	23.25	25.19	27.13	29.06	31.00	34.88	38.75	40.69		41.85		
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)	22.49	24.36	26.24	28.11	30.73	33.96	37.48	39.35		40.48		
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>	<u>IMPROVER</u>	<u>J'PER</u>	<u>(A)</u>				<u>J'PER</u>	<u>AA</u>	<u>LVL 3</u>	<u>LVL 3A</u>	
		21.94	24.27	26.60	30.90	35.85	36.26		37.64	38.72	39.16		
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>	<u>IMPR</u>	<u>J'PER</u>	<u>(A)</u>				<u>J'PER</u>	<u>AA</u>	<u>LVL 3</u>		
		21.98	24.30	26.63	34.23	35.30			35.94	36.97			
<u>GRADE</u>									<u>J'PER 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)	21.98	28.15	31.04	32.59						33.52		
06	Powerline Ground Assistant	28.18	29.78	31.31	32.88						33.81		
07	Powerline Maintainer Special (6)	35.85											
									<u>UTS</u>	<u>SUPV</u>			
		<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>					<u>LVL 3</u>	<u>LEVEL 2</u>			
08	Labourer (6)	21.98	25.39	28.21					30.47	33.01			
09	Summer Student (7)	16.76	18.16										
10	Meter Reader B	21.32	24.42										
11	Supervising Meter Reader; Supervising Meter Reader/Data Collector	39.36											

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: March 29, 2012

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	45.34	47.28
02	02	43.85	45.73
03	03	41.94	43.74
03	3A	42.42	44.24
04	04	40.05	41.76
05	05	36.32	37.87

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	47.85	49.90
02	12	43.86	45.74
03	13	41.94	43.74
04	14	40.03	41.74
05	15	34.15	35.61

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	48.96	51.06
02	22	46.04	48.01

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).

Labour Relations
 Effective: March 29, 2012

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 27 - MOTIVE POWER TRADES

- Dollars per Hour

<u>GRADE</u>	<u>TRADE</u>	<u>LEARNER</u>				<u>IMPROVER</u>			<u>J'PER</u>	<u>J'PER</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)	24.54	26.59	28.63	30.68	32.72	34.77	36.81	38.86	40.90	44.17
07	Autobody Fabricator; Hydraulics & Automotive Machinist;	23.25	25.19	27.13	29.06	31.00	32.94	34.88	37.49	38.75	41.85
02	Regional Shop Mechanic Transport Mechanic; Work Equipment Mechanic; Auto Body Repairer (1)	<u>22.49</u>	<u>24.37</u>	<u>26.24</u>	<u>28.12</u>	<u>30.74</u>	<u>32.99</u>	<u>35.24</u>	<u>37.49</u>		40.49
03	Automotive Painter (2)	<u>21.94</u>	<u>24.27</u>	<u>26.60</u>	<u>30.90</u>	<u>35.85</u>					38.72
06	Fuel and Electrical Systems Mechanic (3)	21.94	24.27	26.60	30.90	35.85					38.72
04	Accessories Installer	<u>22.07</u>	<u>24.36</u>	<u>26.65</u>	<u>34.21</u>						36.95
05	Service Station Attendant	<u>21.80</u>	<u>24.02</u>	<u>29.19</u>							31.53

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: March 29, 2012

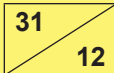
HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 28
REGIONAL MAINTAINERS
 - Dollars per Hour

<u>GRADE</u>	<u>TRADE</u>	<u>LEARNER</u>			<u>IMPROVER</u>			<u>REGIONAL MAINTAINER 2</u>		<u>REG</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 1</u>	<u>LVL 3</u>
01	Regional Maintainer-Lines; Regional Maintainer - Electrical; Regional Maintainer - Mechanical. Regional Maintainer - Cable Splicer. Customer Service Representative - I Regional Maintainer-Power Equipment Electrician	23.25	25.19	27.13	29.06	31.00	34.88	38.75	40.30	41.85	45.20
02	Regional Maintainer - Civil; Regional Maintainer - Forestry;	22.49	24.36	26.24	28.11	30.73	33.96	37.48	39.35		42.50

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.



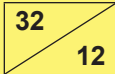
HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 31
TRADES - SERVICES (WEEKLY RATED)
- DOLLARS PER WEEK

<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>LVL 3</u> <u>STEP 4</u>	<u>SUPV</u> <u>LEVEL 2</u> <u>STEP 5</u>
16	Janitor 'A'		1,067.12	1,166.25		1,259.55	1,364.51

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: March 29, 2012



HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 32 - TRADES - SERVICES (HOURLY RATED)

- Dollars per Hour

<u>GRADE</u>	<u>TITLE</u>	<u>STEP0*</u>	<u>STEP1</u>	<u>STEP2</u>	<u>STEP3</u>	<u>UTS SUPV</u>	
						<u>LVL 3</u>	<u>LVL 2</u>
						<u>STEP 7</u>	<u>STEP 8</u>
04	Office Cleaner**	22.71				24.53	
09	Vehicle Services Attn	31.04					36.32
10	Truck Driver Class 3	28.96	30.30	31.04			
11	Truck Driver Class 2	30.31	31.21	32.14			
12	Truck Driver Class 1	31.08	32.44	33.97			
16	Stockkeeper Helper	29.14	30.53	31.74			
18	Stockhandler	30.29	31.63	32.54	35.14	38.07	
19	Forklift Operator	30.97	32.33	33.26			38.91
21	Stockkeeper, Waste Co-Ordinator	34.51	35.49	36.21	39.11	42.37	
30	Material Handler 'B'	30.29	31.63	32.54	35.14	38.07	
31	Material Handler 'A'	30.97	32.33	33.26	35.92	38.91	

* 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: March 29, 2012

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PART C
CONTROLLERS/DISPATCHERS/TRAINEEES

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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 one 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 7.4.2.1, 7.4.2.2, and 7.4.2.3 constitute twelve (12) hours deducted from credits; a "day" with reference to 7.4.2.4, 7.4.2.5, 7.4.2.6, 7.4.2.7, and 7.4.2.8 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 60 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 80 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 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	48.37	50.24			
08	Senior Shift Authority (SSA) Operator	46.98	48.38			
02	Level IA - Operator; Electrical Area Supervisor	45.58	46.96			
03	Level I - Operator;	44.05	45.43			
04	Level II - Operator	41.19	42.43			
05	Level III - Operator	37.27	37.27			
06	Reserve Operator	31.05	33.13	35.11	37.27	
07	Operator-in-Training	22.57	24.45	26.33	28.22	29.29

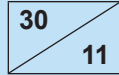
Progressions shall be in accordance with Item 3 of Part A.

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: March 31, 2011



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	39.66	45.43	46.96	49.83	51.76
02 Dispatcher	36.48	37.62			
03 Controller/Trainee	22.57	24.45	26.33	28.22	29.29
04 Dispatcher Trainee	22.57	26.33	29.29		

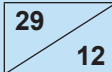
Progressions shall be in accordance with Item 3 of Part A except as modified by this agreement

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: March 31, 2011



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	49.82	51.75			
08	Senior Shift Authority (SSA) Operator	48.39	49.83			
02	Level IA - Operator; Electrical Area Supervisor	46.95	48.37			
03	Level I - Operator;	45.38	46.80			
04	Level II - Operator	42.43	43.71			
05	Level III - Operator	38.39	38.39			
06	Reserve Operator	31.98	34.13	36.16	38.39	
07	Operator-in-Training	23.25	25.19	27.13	29.06	30.17

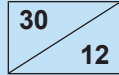
Progressions shall be in accordance with Item 3 of Part A.

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: March 29, 2012



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	40.85	46.80	48.37	51.32	53.31
02	Dispatcher	37.57	38.75			
03	Controller/Trainee	23.25	25.19	27.13	29.06	30.17
04	Dispatcher Trainee	23.25	27.13	30.17		

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: March 29, 2012

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PART D
WEEKLY-SALARIED

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**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.

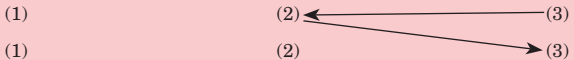
Should the job which an incumbent is performing be changed, but the basic function and significant duties of the job remain unchanged, and should the job then fall into a lower salary grade, the following shall apply:

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.

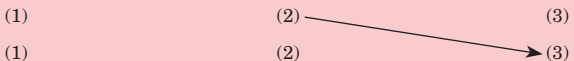
4. In the foregoing process of reduction, current salary schedule dollars shall be used. These include general negotiated increases and cost of living increases.

5. Reduction of One Salary Grade

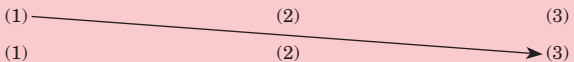
(a) Incumbent is in 3rd progression step¹



(b) Incumbent is in 2nd progression step²

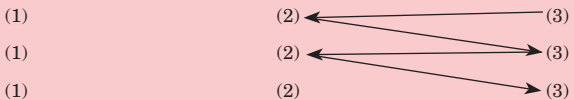


(c) Incumbent is in 1st progression step³

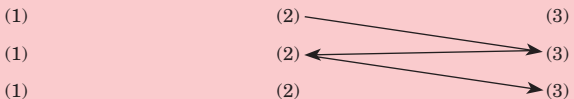


6. Reduction of More than One Salary Grade

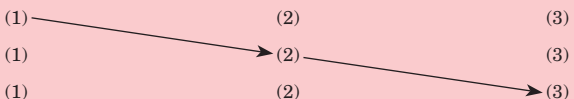
(a) Incumbent is in 3rd progression step⁴



(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 ibid

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.

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.

Circumstances which negate consideration of the above conditions will normally be discussed in advance with the Union.

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.

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

⁸ The provisions of Article 4.2(c) and the following Hours of Work – Specific will have no application to these employees.

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 Section 11.0 – 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) Sixty cents per hour to employees scheduled to work between the hours of 1600 and 2400.
 - (b) Eighty cents 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 60 cents per hour shall be paid to employees who are scheduled to work between the hours of 1600 and 2400.

A shift differential of 80 cents 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 60 cents per hour shall be paid to employees who work scheduled hours between 1630 and 2330.

A shift differential of 80 cents 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 without a minimum five hour continuous break between 23:00 and 07:00 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, and his/her right to continue work at straight time will be governed by Section 11.4(5).

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 two 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 two 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	2,047.32	2,112.66	2,178.00
67	1,931.45	1,993.09	2,054.73
66	1,822.29	1,880.45	1,938.61
65	1,719.55	1,774.43	1,829.31
64	1,622.71	1,674.50	1,726.29
63	1,531.56	1,580.44	1,629.32
62	1,445.75	1,491.89	1,538.03
61	1,364.92	1,408.48	1,452.04
60	1,288.78	1,329.91	1,371.04
59	1,217.09	1,255.94	1,294.78
58	1,146.13	1,182.71	1,219.29
57	1,079.42	1,113.87	1,148.32
56	1,016.50	1,048.94	1,081.38
55	957.31	987.86	1,018.41
54	901.54	930.31	959.08
53	849.02	876.11	903.21
52	799.58	825.10	850.62
51	752.97	777.00	801.03

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: March 31, 2011

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	1,442.00	1,478.00	1,561.00	1,588.00		
	<u>HELICOPTER POSITIONS</u>						
21	Air Engineer	1,667.46	1,702.79	1,734.59	1,766.38		
22	Helicopter Pilot	2,219.62	2,324.70	2,445.17	2,563.07		
24	Helicopter Maintenance Inspector	1,837.16	1,871.50	1,907.75			
	<u>AUDIO-VISUAL, WRITING AND GRAPHIC DESIGN SERVICES</u>						
33	Editorial Assistant	1,138.12	1,219.42	1,302.11	1,401.63		
34	Artist	1,207.24	1,338.19	1,451.20	1,566.00	1,679.02	1,793.82
41	Assistant Environment Specialist	1,508.16	1,602.42	1,696.68	1,790.94	1,885.20	

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: March 31, 2011

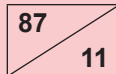
HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 86
UNDERGRADUATE UNIVERSITY, COMMUNITY COLLEGE
AND ASSOCIATED CO-OP PROGRAMS
- DOLLARS PER WEEK

<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	702.93	785.69	867.13			
		1st or					
		2nd Term	3rd Term	4th Term	5th Term		
22	Group 3 - Community College and Polytechnical Co-Op Programs	702.93	743.63	826.42	867.13		
<u>GRADE</u>	<u>UNIVERSITY STUDENTS</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>
		1st year	2nd year	3rd year	4th year		
31	Group 4 - University	734.15	867.13	1,001.46	1,134.45		
		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	734.15	800.62	934.97	1,001.46	1,067.97	1,134.45

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.

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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	569.95
02	2nd year of employment	617.43

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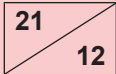
HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 20
CLERICAL/TECHNICAL/TECHNOLOGIST
- DOLLARS PER WEEK

<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
68	2,108.74	2,176.04	2,243.34
67	1,989.39	2,052.88	2,116.37
66	1,876.96	1,936.87	1,996.77
65	1,771.14	1,827.66	1,884.19
64	1,671.40	1,724.74	1,778.08
63	1,577.51	1,627.85	1,678.20
62	1,489.12	1,536.64	1,584.17
61	1,405.86	1,450.73	1,495.60
60	1,327.44	1,369.80	1,412.17
59	1,253.60	1,293.61	1,333.62
58	1,180.52	1,218.19	1,255.87
57	1,111.80	1,147.29	1,182.77
56	1,046.99	1,080.41	1,113.82
55	986.02	1,017.49	1,048.96
54	928.58	958.21	987.85
53	874.49	902.40	930.31
52	823.57	849.86	876.14
51	775.56	800.31	825.06

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: March 29, 2012



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	1,485.00	1,523.00	1,608.00	1,636.00		
	<u>HELICOPTER POSITIONS</u>						
21	Air Engineer	1,717.49	1,753.87	1,786.62	1,819.37		
22	Helicopter Pilot	2,286.21	2,394.44	2,518.52	2,639.96		
24	Helicopter Maintenance Inspector	1,892.28	1,927.65	1,964.98			
	<u>AUDIO-VISUAL, WRITING AND GRAPHIC DESIGN SERVICES</u>						
33	Editorial Assistant	1,172.27	1,256.00	1,341.18	1,443.68		
34	Artist	1,243.45	1,378.33	1,494.73	1,612.98	1,729.38	1,847.63
41	Assistant Environment Specialist	1,553.41	1,650.50	1,747.58	1,844.67	1,941.76	

Librarians, Grades 02 are rounded to the nearest whole dollar.

All progressions shall be in accordance with Item 3 of Part A.

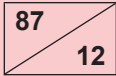
Labour Relations
Effective: March 29, 2012

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	724.02	809.26	893.14			
		1st or					
		2nd Term	3rd Term	4th Term	5th Term		
22	Group 3 - Community College and Polytechnical Co-Op Programs	724.02	765.94	851.21	893.14		
<u>GRADE</u>	<u>UNIVERSITY STUDENTS</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>
		1st year	2nd year	3rd year	4th year		
31	Group 4 - University	756.17	893.14	1,031.50	1,168.48		
		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	756.17	824.64	963.02	1,031.50	1,100.01	1,168.48

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

<u>GRADE</u>		<u>STEP 1</u>
01	1st year of employment	587.05
02	2nd year of employment	635.95

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Effective: March 29, 2012

NOTES

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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”)**

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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

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 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

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.

- 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 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 and termination documents mailed to their residence within 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 **\$23.30 (effective April 1, 2012, \$24.00)** 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 **\$27.85 (effective April 1, 2012, \$28.69)** 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 **\$32.41 (effective April 1, 2012, \$33.38)** 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 **\$36.66 (effective April 1, 2012, \$37.76)** 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 ***\$94.94 (effective April 1, 2012, \$97.79)*** per day for each day worked or reported for.

South of the French River an employee will be paid ***\$88.60 (effective April 1, 2012, \$91.26)*** 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 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 A, Item 24.1.2 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 scriber, 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.

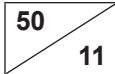
Yours truly,

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					
04-9	PWR EQUIP ELECTRICIAN SR FOREPERSON - 411063					
	03-31-11	48.85	4.89	3.00	2.25	58.99
01-8	LINES FOREPERSON - 411165					
02-8	MECHANICAL FOREPERSON - 435363					
03-8	ELECTRICAL FOREPERSON - 411062					
04-8	PWR EQUIP ELECTRICIAN FOREPERSON - 411064					
	03-31-11	47.58	4.76	3.00	2.25	57.59
01-7	LINES SUBFOREPERSON - 411153					
02-7	MECHANICAL SUBFOREPERSON - 435352					
03-7	ELECTRICAL SUBFOREPERSON - 411051					
04-7	PWR EQUIP ELECTRICIAN SUBFOREPERSON - 411065					
	03-31-11	45.03	4.50	3.00	2.25	54.78
01-6	LINES JOURNEYPerson - 411134					
02-6	MECHANICAL JOURNEYPerson - 435332					
03-6	ELECTRICAL JOURNEYPerson - 411031					
04-6	PWR EQUIP ELECTRICIAN JOURNEYPerson - 411066					
05-6	CABLE SPLICER JOURNEYPerson - 001377					
	03-31-11	42.48	4.25	3.00	2.25	51.98
	<i>CABLE SPLICER APPRENTICE (5 YEAR PROGRAM) - 001727</i>					
	<i>ELECTRICAL APPRENTICE (5 YEAR PROGRAM) - 411113</i>					
	<i>MECHANICAL TRADE APPRENTICE (5 YEAR PROGRAM) - 435312</i>					
	<i>PWR EQUIP ELECTRICIAN APPRENTICE (5 YEAR PROGRAM) - 411067</i>					
01-0	1ST PERIOD					
	03-31-11	16.99	1.70	3.00	2.25	23.94
01-1	2ND PERIOD					
	03-31-11	21.24	2.12	3.00	2.25	28.61
01-2	3RD PERIOD					
	03-31-11	25.49	2.55	3.00	2.25	33.29
01-3	4TH PERIOD					
	03-31-11	29.74	2.97	3.00	2.25	37.96
01-4	5TH PERIOD					
	03-31-11	33.98	3.40	3.00	2.25	42.63
	<i>LINES APPRENTICE (4 YEAR PROGRAM) - 410312</i>					
02-0	1ST PERIOD					
	03-31-11	21.24	2.12	3.00	2.25	28.61
02-1	2ND PERIOD					
	03-31-11	25.49	2.55	3.00	2.25	33.29
02-2	3RD PERIOD					
	03-31-11	29.74	2.97	3.00	2.25	37.96
02-3	4TH PERIOD					
	03-31-11	33.98	3.40	3.00	2.25	42.63

Note: The normal weekly hours of work for all employees of Employers is forty (40).

OVERTIME RATE:

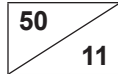
Mon-Fri: Scheduled Work Days - 1 1/2 times for up to and including 2 hours beyond the normal daily scheduled number of hours. This applies for both 4 day x 10 hours per day schedule and 5 day by 8 hour per day schedule.

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
<i>MECHANICAL TRADES APPRENTICE (4 YEAR PROGRAM) - 435313</i>						
02-10	1ST PERIOD 03-31-11	25.49	2.55	3.00	2.25	33.29
02-11	2ND PERIOD 03-31-11	29.74	2.97	3.00	2.25	37.96
02-12	3RD PERIOD 03-31-11	33.98	3.40	3.00	2.25	42.63
02-13	4TH PERIOD 03-31-11	38.23	3.82	3.00	2.25	47.30
11.9	CIVIL SENIOR FOREPERSON - 435764 03-31-11	46.41	4.64	3.00	2.25	56.30
11.8	CIVIL FOREPERSON - 435763 03-31-11	45.20	4.52	3.00	2.25	54.97
11.7	CIVIL SUBFOREPERSON - 435753 03-31-11	42.78	4.28	3.00	2.25	52.31
11.6	CIVIL JOURNEYPerson - 435733 03-31-11	40.36	4.04	3.00	2.25	49.65
<i>CIVIL APPRENTICE (5 YEAR PROGRAM) - 435713</i>						
11.0	1ST PERIOD 03-31-11	16.14	1.61	3.00	2.25	23.00
11.1	2ND PERIOD 03-31-11	20.18	2.02	3.00	2.25	27.45
11.2	3RD PERIOD 03-31-11	24.22	2.42	3.00	2.25	31.89
11.3	4TH PERIOD 03-31-11	28.25	2.83	3.00	2.25	36.33
11.4	5TH PERIOD 03-31-11	32.29	3.23	3.00	2.25	40.77
<i>CIVIL APPRENTICE (4 YEAR PROGRAM) - 435714</i>						
12.0	1ST PERIOD 03-31-11	20.18	2.02	3.00	2.25	27.45
12.1	2ND PERIOD 03-31-11	24.22	2.42	3.00	2.25	31.89
12.2	3RD PERIOD 03-31-11	28.25	2.83	3.00	2.25	36.33
12.3	4TH PERIOD 03-31-11	32.29	3.23	3.00	2.25	40.77

Note: The normal weekly hours of work for all employees of Employers is forty (40).

OVERTIME RATE:

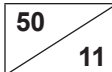
Mon-Fri: Scheduled Work Days - 1 1/2 times for up to and including 2 hours beyond the normal daily scheduled number of hours. This applies for both 4 day x 10 hours per day schedule and 5 day by 8 hour per day schedule.

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 03-31-11	41.53	4.15	3.00	2.25	50.93
21-8	ELECTRICAL FORESTER FOREPERSON - 415364 03-31-11	40.44	4.04	3.00	2.25	49.73
21-7	ELECTRICAL FORESTER SUBFOREPERSON - 415351 03-31-11	38.28	3.83	3.00	2.25	47.36
21-6	ELECTRICAL FORESTER JOURNEYPerson - 415331					
21-5	STOCKKEEPER - 427502 03-31-11	36.11	3.61	3.00	2.25	44.97
	ELECTRICAL FORESTER APPRENTICE (4 YEAR PROGRAM) - 415311					
21-0	1ST PERIOD 03-31-11	18.06	1.81	3.00	2.25	25.12
21-1	2ND PERIOD 03-31-11	21.67	2.17	3.00	2.25	29.09
21-2	3RD PERIOD 03-31-11	25.28	2.53	3.00	2.25	33.06
21-3	4TH PERIOD 03-31-11	28.89	2.89	3.00	2.25	37.03
22-9	ELECTRICAL FORESTER (SKID OPERATOR) SR FOREPERSON - 415323 03-31-11	34.20	3.42	3.00	2.25	42.87
22-8	ELECTRICAL FORESTER (SKID OPERATOR) FOREPERSON - 415324 03-31-11	33.31	3.33	3.00	2.25	41.89
22-7	ELECTRICAL FORESTER (SKID OPERATOR) SUBFOREPERSON - 415325 03-31-11	31.52	3.15	3.00	2.25	39.92
22-6	ELECTRICAL FORESTER (SKID OPERATOR) JOURNEYPerson - 415313 03-31-11	29.74	2.97	3.00	2.25	37.96
23-9	ELECTRICAL FORESTER (LABOURER) SENIOR FOREPERSON - 415319 03-31-11	26.86	2.69	3.00	2.25	34.80
23-8	ELECTRICAL FORESTER (LABOURER) FOREPERSON - 415318 ⁽¹⁾ 03-31-11	26.16	2.62	3.00	2.25	34.03
23-7	ELECTRICAL FORESTER (LABOURER) SUBFOREPERSON - 415317 ⁽¹⁾ 03-31-11	24.76	2.48	3.00	2.25	32.49
23-6	ELECTRICAL FORESTER (LABOURER) JOURNEYPerson - 415316 ⁽¹⁾ 03-31-11	23.36	2.34	3.00	2.25	30.95
24-1	METER READER - 461105 03-31-11	28.89	2.89	3.00	2.25	37.03
25-0	GENERAL HELPER - 461106 03-31-11	23.36	2.34	3.00	2.25	30.95
26-0	METER READER 'B' - 461107 03-31-11	24.51	2.45	3.00	2.25	32.21
22-0	METER READER/DATA COLLECTOR - 000677 03-31-11	33.14	3.31	3.00	2.25	41.70
27-1	Operator 1 - 461108 03-31-11	39.56	3.96	3.00	2.25	48.77
27-2	Operator 2 - 461109 03-31-11	45.34	4.53	3.00	2.25	55.12
27-3	Operator 3 - 461102 03-31-11	46.86	4.69	3.00	2.25	56.80

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.

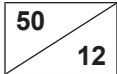
Sun & Hol: 2 times for all hours worked.

Labour Relations

Effective: March 31, 2011

⁽¹⁾ Licensed spray applicators will be paid \$1.25 per hour in addition to their normal rate of pay.

**HYDRO ONE
PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX
WAGE SCHEDULES
CERTIFIED TRADES (OTHER THAN CIVIL TRADES)
SALARY SCHEDULE 50**



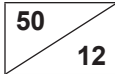
GRADE AND STEP	CLASSIFICATIONS, OCCUPATION CODES & EFFECTIVE DATES	BASE HOURLY RATE	VACATION & STAT. HOLIDAY	PENSION	WELFARE	TOTAL WAGE PCKGE
01-9	LINES SENIOR FOREPERSON - 411164					
02-9	MECHANICAL SENIOR FOREPERSON - 435362					
03-9	ELECTRICAL SENIOR FOREPERSON - 411061					
04-9	PWR EQUIP ELECTRICIAN SR FOREPERSON - 411063 03-29-12	50.49	5.05	3.00	2.25	60.79
01-8	LINES FOREPERSON - 411165					
02-8	MECHANICAL FOREPERSON - 435363					
03-8	ELECTRICAL FOREPERSON - 411062					
04-8	PWR EQUIP ELECTRICIAN FOREPERSON - 411064 03-29-12	49.17	4.92	3.00	2.25	59.34
01-7	LINES SUBFOREPERSON - 411153					
02-7	MECHANICAL SUBFOREPERSON - 435352					
03-7	ELECTRICAL SUBFOREPERSON - 411051					
04-7	PWR EQUIP ELECTRICIAN SUBFOREPERSON - 411065 03-29-12	46.53	4.65	3.00	2.25	56.43
01-6	LINES JOURNEYPerson - 411134					
02-6	MECHANICAL JOURNEYPerson - 435332					
03-6	ELECTRICAL JOURNEYPerson - 411031					
04-6	PWR EQUIP ELECTRICIAN JOURNEYPerson - 411066					
05-6	CABLE SPLICER JOURNEYPerson - 001377 03-29-12	43.90	4.39	3.00	2.25	53.54
	ELECTRICAL APPRENTICE (5 YEAR PROGRAM) - 411113					
	MECHANICAL TRADE APPRENTICE (5 YEAR PROGRAM) - 435312					
	PWR EQUIP ELECTRICIAN APPRENTICE (5 YEAR PROGRAM) - 411067					
01-0	1ST PERIOD 03-29-12	17.56	1.76	3.00	2.25	24.57
01-1	2ND PERIOD 03-29-12	21.95	2.20	3.00	2.25	29.40
01-2	3RD PERIOD 03-29-12	26.34	2.63	3.00	2.25	34.22
01-3	4TH PERIOD 03-29-12	30.73	3.07	3.00	2.25	39.05
01-4	5TH PERIOD 03-29-12	35.12	3.51	3.00	2.25	43.88
	LINES APPRENTICE (4 YEAR PROGRAM) - 410312					
02-0	1ST PERIOD 03-29-12	21.95	2.20	3.00	2.25	29.40
02-1	2ND PERIOD 03-29-12	26.34	2.63	3.00	2.25	34.22
02-2	3RD PERIOD 03-29-12	30.73	3.07	3.00	2.25	39.05
02-3	4TH PERIOD 03-29-12	35.12	3.51	3.00	2.25	43.88

Note: The normal weekly hours of work for all employees of Employers is forty (40).

OVERTIME RATE:

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- 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
<i>MECHANICAL TRADES APPRENTICE (4 YEAR PROGRAM) - 435313</i>						
02-10	1ST PERIOD 03-29-12	26.34	2.63	3.00	2.25	34.22
02-11	2ND PERIOD 03-29-12	30.73	3.07	3.00	2.25	39.05
02-12	3RD PERIOD 03-29-12	35.12	3.51	3.00	2.25	43.88
02-13	4TH PERIOD 03-29-12	39.51	3.95	3.00	2.25	48.71
11-9	CIVIL SENIOR FOREPERSON - 435764 03-29-12	47.97	4.80	3.00	2.25	58.02
11-8	CIVIL FOREPERSON - 435763 03-29-12	46.72	4.67	3.00	2.25	56.64
11-7	CIVIL SUBFOREPERSON - 435753 03-29-12	44.21	4.42	3.00	2.25	53.88
11-6	CIVIL JOURNEYPEPERSON - 435733 03-29-12	41.71	4.17	3.00	2.25	51.13
<i>CIVIL APPRENTICE (5 YEAR PROGRAM) - 435713</i>						
11-0	1ST PERIOD 03-29-12	16.68	1.67	3.00	2.25	23.60
11-1	2ND PERIOD 03-29-12	20.86	2.09	3.00	2.25	28.20
11-2	3RD PERIOD 03-29-12	25.03	2.50	3.00	2.25	32.78
11-3	4TH PERIOD 03-29-12	29.20	2.92	3.00	2.25	37.37
11-4	5TH PERIOD 03-29-12	33.37	3.34	3.00	2.25	41.96
<i>CIVIL APPRENTICE (4 YEAR PROGRAM) - 435714</i>						
12-0	1ST PERIOD 03-29-12	20.86	2.09	3.00	2.25	28.20
12-1	2ND PERIOD 03-29-12	25.03	2.50	3.00	2.25	32.78
12-2	3RD PERIOD 03-29-12	29.20	2.92	3.00	2.25	37.37
12-3	4TH PERIOD 03-29-12	33.37	3.34	3.00	2.25	41.96

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OVERTIME RATE:

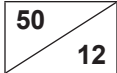
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**HYDRO ONE
PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX
WAGE SCHEDULES
ELECTRICAL FORESTER – UNCERTIFIED CIVIL TRADES
SALARY SCHEDULE 50**



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 03-29-12	42.92	4.29	3.00	2.25	52.46
21-8	ELECTRICAL FORESTER FOREPERSON - 415364 03-29-12	41.80	4.18	3.00	2.25	51.23
21-7	ELECTRICAL FORESTER SUBFOREPERSON - 415351 03-29-12	39.56	3.96	3.00	2.25	48.77
21-6	ELECTRICAL FORESTER JOURNEYPerson - 415331					
21-5	STOCKKEEPER - 427502 03-29-12	37.32	3.73	3.00	2.25	46.30
21-0	ELECTRICAL FORESTER APPRENTICE (4 YEAR PROGRAM) - 415311 1ST PERIOD 03-29-12	18.66	1.87	3.00	2.25	25.78
21-1	2ND PERIOD 03-29-12	22.39	2.24	3.00	2.25	29.88
21-2	3RD PERIOD 03-29-12	26.12	2.61	3.00	2.25	33.98
21-3	4TH PERIOD 03-29-12	29.86	2.99	3.00	2.25	38.10
22-9	ELECTRICAL FORESTER (SKID OPERATOR) SR FOREPERSON - 415323 03-29-12	35.34	3.53	3.00	2.25	44.12
22-8	ELECTRICAL FORESTER (SKID OPERATOR) FOREPERSON - 415324 03-29-12	34.42	3.44	3.00	2.25	43.11
22-7	ELECTRICAL FORESTER (SKID OPERATOR) SUBFOREPERSON - 415325 03-29-12	32.57	3.26	3.00	2.25	41.08
22-6	ELECTRICAL FORESTER (SKID OPERATOR) JOURNEYPerson - 415313 03-29-12	30.73	3.07	3.00	2.25	39.05
23-9	ELECTRICAL FORESTER (LABOURER) SENIOR FOREPERSON - 415319 03-29-12	27.77	2.78	3.00	2.25	35.80
23-8	ELECTRICAL FORESTER (LABOURER) FOREPERSON - 415318 ⁽¹⁾ 03-29-12	27.05	2.71	3.00	2.25	35.01
23-7	ELECTRICAL FORESTER (LABOURER) SUBFOREPERSON - 415317 ⁽¹⁾ 03-29-12	25.60	2.56	3.00	2.25	33.41
23-6	ELECTRICAL FORESTER (LABOURER) JOURNEYPerson - 415316 ⁽¹⁾ 03-29-12	24.15	2.42	3.00	2.25	31.82
24-1	METER READER - 461105 03-29-12	29.85	2.99	3.00	2.25	38.09
25-0	GENERAL HELPER - 461106 03-29-12	24.15	2.42	3.00	2.25	31.82
26-0	METER READER 'B' - 461107 03-29-12	25.39	2.54	3.00	2.25	33.18
22-0	METER READER/DATA COLLECTOR - 000677 03-29-12	34.27	3.43	3.00	2.25	42.95
27-1	Operator 1 - 461108 03-29-12	40.89	4.09	3.00	2.25	50.23
27-2	Operator 2 - 461109 03-29-12	46.84	4.68	3.00	2.25	56.77
27-3	Operator 3 - 461102 03-29-12	48.41	4.84	3.00	2.25	58.50

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Labour Relations

Effective: March 29, 2012

⁽¹⁾ Licensed spray applicators will be paid \$1.25 per hour in addition to their normal rate of pay.

NOTES

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