

PRINCIPAL AGREEMENT

for

Transmission System Construction

in the

Electrical Power Systems Sector

made and entered into

between

Hydro One Inc.

(hereinafter called "Hydro One")

and

THE CANADIAN UNION OF  
SKILLED WORKERS (CUSW)  
(hereinafter called the "Union")

From May 1, **2014** to April 30, **2017**

# Hydro One/CUSW COLLECTIVE AGREEMENT

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SECTION 1

PREAMBLE

100  
Witnesseth

- A. WHEREAS Hydro One is engaged in Construction industry work in the electrical power systems sector and desires to enter into collective agreements covering Employees in the bargaining unit as hereinafter defined; and

WHEREAS the Union as defined in the covering page of this Collective Agreement, has in its membership competent, skilled and qualified Journeypersons and apprentices to perform work coming within the trade and craft jurisdiction; and

WHEREAS Hydro One and the Union desire to mutually establish wages, hours and working conditions for Journeypersons and apprentices employed by Hydro One and other employers working under this agreement, further, to encourage closer co-operation and understanding between Hydro One and the Union to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

NOW THEREFORE, Hydro One and the Union mutually agree that the working conditions as set out below shall be applicable throughout the Province of Ontario.

SECTION 2

SCOPE OF AGREEMENT

200  
Recognition

- A. Hydro One recognizes the Union as the exclusive bargaining agency for a bargaining unit as defined in Item B engaged in all construction industry work performed on transmission systems by and for Hydro One on Hydro One property\* in the Province of Ontario and on Miscellaneous Hydraulic Projects on Ontario Power Generation Inc (OPGI) property. This work includes the construction of Lines over 50 kV, Transformation Stations, Switchyards, Sub-stations, System Control Centres, system control associated telecommunication systems (including microwave and repeater stations), and Miscellaneous Hydraulic Projects on Ontario Power Generation Inc property (when work on such Miscellaneous Hydraulic Projects is performed by Hydro One). This work excludes the building of commercial-type office facilities at urban locations remote from operating facilities.

\*As defined by the parties.

- B. The bargaining unit under this Agreement shall comprise the following classifications:

Electrician Journeyman including Senior Foreperson, Foreperson and Subforeperson  
Electrician Apprentice  
Lineperson Journeyman including Senior Foreperson, Foreperson and Subforeperson  
Communications Electrician  
Lineperson Apprentice  
Electrical Welder  
Ground Work Senior Foreperson, Foreperson and Subforeperson  
Groundperson  
Electrical Foreperson-in-Training (EFIT)  
Lines Foreperson-in-Training (LFIT)  
Groundwork Supervisor Senior Foreperson (Multi-Disciplinary)  
Ground Work Supervisor Foreperson (Multi-Disciplinary)

Any classification of employee may be required to perform the duties of an equal or lesser-qualified classification provided that his/her wage rate is maintained.

An employee of any classification required to operate vehicles or work equipment shall have a current license as required by provincial legislation.

If additional classifications are required, they will be negotiated as appropriate for work in the electrical power systems sector.

- C. The term "employee" shall include employees of Hydro One and Employees of Employers identified in paragraph E(i), in the classifications as set out in Item B above.
- D. The terms "Employer" or "Employers" shall include Hydro One and other Employers as identified in paragraph E (i) below. Employers other than Hydro One who have successfully bid for work will be covered by this collective agreement for the duration of that work.
- E. Hydro One reserves the right to contract out work. When contracting out work Hydro One will do so in accordance with the following:
- (i) Employers in contractual relations with the union, Employers having no union contractual relations, and Employers in contractual relations with unions other than IBEW, shall work under the terms and conditions of this

agreement when performing work within the scope of this agreement.

(ii) Employers in contractual relations with IBEW will sign a Labour requirements Form which will stipulate the following minimum standards to which they are required to comply as a prerequisite to performing work within the scope of this collective agreement : Hours of Work, Wages , Benefits, Travel , Room and Board

F. A Subforeperson is an individual who exercises supervisory responsibility and may use the tools of the trade.

G. The classifications referred to in Item B do not establish craft jurisdiction. Such jurisdiction is established in accordance with Section 4 of this Collective Agreement.

H. A Miscellaneous Hydraulic Project is any hydraulic work undertaken by Hydro One which will require less than one year to complete and comprises a total Hydro One workforce of not more than one hundred of its employees at one time.

I. Wage rate shall mean an employee's total hourly rate including wages and benefits. The term 'pay' shall mean 'wage rate'. 'Straight time' shall mean the 'wage rate'. 'Appropriate premium' rate shall mean the overtime premium (either time and one half or double time) applied against the 'wage rate' as determined by the collective agreement'. 'Base rate' includes wages only and does not include benefits.

### SECTION 3 DURATION OF AGREEMENT

300 Duration A. This Agreement shall become effective May 1, **2014** and will expire on April 30, **2017**.

301 Notice A. Either party to this Agreement may give notice in writing to the other party not more than 90 days prior to the expiry date and not less than 30 days prior to the expiry date of this Agreement and negotiations must begin within 15 days of the giving of notice. If there is no notice given of change or termination of this Agreement, as mentioned in this Section, this Agreement shall remain in effect from term to term thereafter.

302 A. This Agreement shall be subject to amendment at any

Amendments time by mutual consent of the parties hereto. Any such amendment agreed upon shall be reduced to writing, signed by the parties hereto.

SECTION 4 WORK ASSIGNMENT

400 Advance Notice

A. Hydro One will advise the Union as far in advance as possible of new major work coming under the scope of this Agreement including all contracted and subcontracted work falling within CUSW jurisdiction under this agreement.

B. At the request of the Union, the Employer will convene a prejob conference before this work commences to discuss the preliminary details of the proposed work to be performed and to establish conditions in accordance with this Agreement for the work site.

401 Work Jurisdiction

A. The Employer recognizes the work jurisdiction of the union and agrees to assign all work traditionally performed by employees in the classifications under this agreement in accordance with established practice.

B. In the event that a jurisdictional dispute arises over a work Assignment, the Employer will make an assignment for the work to be done in accordance with the recognized jurisdiction of the Union. Such assignments will remain in effect until the dispute is resolved , if necessary, by the Ontario Labour Relations Board, and will not interfere in any way with the progress of work.

C. The Employer shall have direct recourse to the Ontario Labour Relations Board when the Board has under its consideration a dispute involving the assignment of work being done by employees covered by this agreement.

402 Work Assignment

A. Regular mark-up meetings will be conducted for new major work and all contracted and sub-contracted work covered by this agreement when performed by Employers covered by this agreement at times appropriate for the work in progress subject to the following:  
The purpose of these mark-up meetings is to indicate to the Union the work that is about to be carried out by the Employer in order to minimize the potential for jurisdictional disputes.

The Union will attend these mark-up meetings, and every effort will be made to settle questions of jurisdiction before the dates that Management indicates the work is expected to commence.

The Employer will provide written notice to the Union as far in advance as possible of mark-up meetings.

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

When a mark-up is required and the Employer has work that is less than three (3) weeks in duration and there are ten (10) or fewer employees employed on this specific work, the Union will be notified of the scope of work and the Employer's proposed work assignments.

The Union will have one (1) week from the date of notification to submit jurisdictional claims and supporting evidence to the Employer for consideration. The Employer will notify the Union of the final work assignments prior to the commencement of the work.

\* For the purposes of this Section, Lines and Stations will be considered a single project site.

SECTION 5

UNION RIGHTS AND REPRESENTATIVES

500  
Accredited  
Union  
Representatives

- A. The Union will designate Union representatives to handle the day-to-day administration of this Agreement. The Union will notify the appropriate representative of Hydro One in writing of the names of such Union representatives, or alternates. Upon entering the work location, such representatives after identifying themselves to the Hydro One Representative and or the authorized representative of the Employer, and after the appropriate site orientation 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.

501  
Union  
Stewards

- A. The Union reserves the right to appoint or remove a Steward or Stewards on any work site where tradespersons are employed under the terms of this agreement. If a Steward is transferred to another work site, he/she 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 Employer Representative shall be notified in writing when a Steward or Chief 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 his/her duties as a Steward.
- F. Provided he/she is qualified to do the work, a Steward who is working on a station or tower site 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. Note: Work group shall mean that organization reporting to an Area Construction Manager.

- G. Where appropriate and where more than one Steward is required, one Steward shall be appointed Chief Steward.
- H. The Chief Steward, providing he is qualified to perform the work, shall not have his/her employment terminated or be transferred without the consent of the 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 the Chief Steward
- I. The Employer shall notify the Union prior to transferring a Steward to another Area Construction Manager.

502  
 Certified  
 Health &  
 Safety  
 Representatives

- A. Any worker acting as the designated certified Health & Safety Representative or certified alternate as defined by the the Occupational Health & Safety Act shall be treated the same as Chief Stewards for purposes of lay-off. 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 Chief Steward.



- B. If the Employer 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 discuss with the accredited union representative for resolution. If the matter cannot be resolved by the Joint Committee, the grievance procedure may be invoked.
- C. When holding Union Steward or Health and Safety Rep elections, the union will provide written notification to the Employer (Workforce Acquisition Department). The employer has fifteen (15) days to move a Steward as a result of union elections.

SECTION 6      EMPLOYEE DESIGNATION

- 600      Senior Forepersons, Forepersons, Subforepersons, EFITs, LFITs
- A. It is understood that Senior Foreperson, Foreperson, Subforeperson, EFIT, and LFIT 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, Subforepersons, EFITs, and LFITs who have a high degree of efficiency in the performance of their jobs and in the handling of their men. Recognizing the responsibilities involved in being a supervisor and a member of the Union, the Employer and the Union will make every effort to minimize problems that may arise which concern the relationship between the Senior Foreperson, Foreperson, Subforeperson, EFIT, LFIT, the Employer and the Union.
  - B. The parties recognize the responsibilities of Senior Foreperson, Foreperson, Subforeperson, EFIT, and LFIT to discharge their managerial duties. If the Union feels that the Senior Foreperson, Foreperson, Subforeperson, EFIT or LFIT is not discharging his/her managerial duties in a manner that is fair and equitable, or if the Employer feels that the Union is interfering with the Senior Foreperson, Foreperson, Subforeperson, EFIT or LFIT in the performance of his/her managerial duties, the Employer and the Union Representative shall discuss for resolution. If the matter cannot be resolved, the grievance procedure may be invoked by either party.
  - C. The selection of Senior Foreperson, Foreperson, Subforeperson, EFIT and LFIT will be the responsibility of the Employer. When making appointments to the Senior Foreperson, Foreperson, Subforeperson, EFIT and LFIT levels, the Employers will give consideration to those employees they presently employ.

The retention of Foreperson, Senior Foreperson, Ground Work Supervisor, EFIT and LFIT will be the exclusive right of the Employer.

(i) Forepersons, Senior Forepersons, Ground Work Supervisors

The Union recognizes that there will be cases when it is beneficial to name hire a Senior Foreperson and/or Foreperson and/or Ground Work Supervisor from the pool of qualified union members who are unemployed and registered with the Union. In these cases the Employer will notify the Union of the specific need and explanation for the name hire.

The Union will either supply the member and issue a clearance card or provide an alternative that is acceptable to the Employer. Where the alternative is unacceptable the selection will be by name hire.

(ii) Sub Foreperson

Selection from members who are unemployed and registered with the Union shall be by mutual agreement.

- D. Such Senior Forepersons, Forepersons, and Subforepersons shall be members of CUSW and shall register in person or electronically at the Union office and shall be issued with clearance cards. The Employer may proceed with the employment of the Senior Foreperson, Foreperson/Subforeperson, if clearance has not been provided within three (3) working days 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 Senior Forepersons, Forepersons, Subforepersons, Ground Work Supervisors, EFIT's and LFIT's from construction site to construction site.
- F. The Senior Foreperson's differential shall be 15% above the journeyman wage rate as set out in the existing wage schedules. The Foreperson's differential shall be 12% above the journeyman wage rate as set out in the existing wage schedules. The Subforeperson's differential shall be 6% above the journeyman wage rate as set out in the existing wage schedules. The EFIT/LFIT differential shall be 8% above the journeyman wage rate as set out in the existing wage

schedules. The rates of pay for all Senior Forepersons, Forepersons, Subforepersons, EFITs and LFITs covered by this Agreement will be set forth in the current wage schedules. Hydro One will provide the Union with current wage schedules. Ground Work Supervisor will be paid, for calculation purposes, at a rate equivalent to the Lines Subforeperson rate. Ground Work Supervisor subforeperson will be paid at the Lines Journeyperson rate.

- G. Persons appointed to Senior Foreperson and Foreperson positions will be provided supervisory training, prior to appointment, when possible.
- H. Forepersons may be required to work with the tools where the crew size is six (6) or less CUSW members. In all instances, the primary responsibility of the Foreperson shall be to perform his/her safety and supervisory duties.
- I. In the interest of assisting a contractor employer in the administration of the work, the union will issue a clearance slip for a Senior Foreperson or Foreperson as an employer representative who shall not work with the tools of the trade.

SECTION 7      UNION SECURITY

700  
Union  
Security

- A. All employees of Employers performing work under the scope clause of this Agreement will be members of, or will apply within fifteen (15) calendar days of hiring, for membership in CUSW, and will maintain such membership in good standing in the Union as a condition of employment.

SECTION 8      EMPLOYMENT PRACTICES/TRANSFERS/HIRING/LAYOFF

800  
Preamble  
Employment

- A. The Employer 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.
- B. The Employer will notify the Union of future staffing requirements for all employees coming within the scope of this Agreement.
- C. The Union will co-operate with the Employer to advise of the name, address and telephone number of those being referred

as soon as it is known and before the employee commences work. Where possible, the Union will advise the Employer of who is being referred a minimum of three (3) days before the work is to commence.

- D. The employer reserves the right to transfer key tradespersons. Key tradespersons will comprise union linepersons, electricians, communications electricians, splicers, and other specialists. Key tradespersons so transferred will be issued a clearance card from the union office.
  - E. Any welder referred to work must be in possession of the appropriate welding certificate of qualification with the date of the welding test and procedure to which he/she is qualified. Otherwise, at the request of the employer, the referral may be required to take a test. Failure to pass a welding test shall mean immediate termination.
  - F. CUSW will provide competent, trained, physically capable and local workers to perform work. The employer will be under no obligation to employ workers who do not meet these criteria.
  - G. The Union acknowledges and agrees that the Employer has the right to perform appropriate Personnel Risk Assessments (PRA) on CUSW members when required for valid reasons. Members who do not pass the PRA will not be allowed to perform the work for which a PRA was required and may be transferred, provided there is other work available for the member. The Employer will not perform financial checks on CUSW members as part of the PRA.
  - H. Where Hydro One provides or pays for specialized training for an employee, that employee must remain on the project until the project is complete. If the employee voluntarily terminates, they will immediately lose all their service credit.
- 801  
Hiring  
and  
Layoff
- A. The employment of tradespersons and apprentices, excluding transfers, shall be carried out on the following basis and sequence:
    - (i) The Employer shall advise the Union of the workforce requirements for the job.
    - (ii) Such tradespersons and apprentices will not be employed unless they are in possession of a clearance

card from the Union office and the appropriate C of Q for the trade requirement to which they are being referred. Applicable trade licenses and certificates must be carried by the member at all times.

- (iii) If the Union is unable to furnish qualified and certified Union or travel-card members, or non-member (permit) certified electricians/qualified linepersons to the Employer within three (3) working days of the time the Union office receives the request for tradespersons (excepting Saturdays, Sundays, and Holidays), the Employer shall be afforded the right to employ qualified or certified tradespersons (travel-card members or permit holders) as are available. The Union will issue clearance cards to tradespersons hired in these circumstances. All employees shall register with the Employer prior to commencing work. Non-members referred in this situation will be considered permit holders and the Union will notify the Employer when permit holders are referred.

Travel-card members and permit holders may be replaced by Local Union members after three (3) working days' notice to the Employer but in no case until such travel-card members or permit holders have worked a minimum of three (3) months. This does not include the replacement of key tradespersons.

## Layoff

- B. When possible, the Employer shall notify the Union three (3) days prior to layoff but no later than the date of the layoff. In all cases of layoff, except as noted in (C), the Employer shall layoff its employees in the following sequence:
  - (i) permit holders;
  - (ii) Travel card members
  - (iii) union members
  - (iv) key tradespersons – permit
  - (v) CUSW key tradespersons

Union  
Seniority

C. The purpose of this section is to ensure fair and equitable treatment of employees of Hydro One 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 of Hydro One who are members of CUSW and covered by this agreement 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 Forepersons, Forepersons and Subforepersons

Electrician Apprentice

Linepersons including Senior Forepersons, Forepersons and Subforepersons

Lineperson Apprentice

Communications Electrician including Senior Forepersons, Forepersons and Subforepersons

Electrical Welder

Groundperson including Senior Forepersons, Forepersons and Subforepersons

Electrician Foreperson-in-Training (EFIT)

Linesperson Foreperson-in-Training (LFIT)

Ground Work Supervisor Senior Foreperson (Multi-Disciplinary)

Ground Work Supervisor Foreperson (Multi-Disciplinary)

Such other classifications subsequently agreed to by the parties in Section 2

- (iii) Employees to be retained must have the necessary 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:

Lines

0 to two (2) years	No Seniority
Two (2) years to five (5) years	Seniority <i>by Area Construction Manager</i>
Over five (5) years	Seniority Province Wide

Stations

0 to two (2) years	No Seniority
Two (2) years to five (5) years	Seniority by Geographic Zone**
Over five (5) years	Seniority Province Wide

\*\* The province will be divided into five (5) geographic zones for Stations. The five (5) zones will be Eastern, Central, South Western, North Western, North Eastern. Layoffs will

be subject to the Letter of Understanding regarding apprentices.

- (c) Line employees with between 2 and 5 years seniority will have the ability to bump upon layoff into their home geographic zone. For clarity, an employee's home zone is the geographic zone that contains your residence for the purposes of calculating board and travel allowance.
- (d) Employees with more than 5 years seniority will first have the opportunity to bump into their home geographic zone. Employees with more than 5 years seniority who have no bumping opportunity in their home geographic zone, will have the opportunity to bump the junior employee with less than 5 years seniority in the next closest zone. The next closest zone will be determined by management.
- (e) There will be no bumping upon layoff into any competitively tendered projects\* in the North East and the North West zones. This clause does not apply to any projects within a 50km radius of the city halls' of Sudbury, Sault Saint Marie and North Bay.  
  
\* Competitively tendered projects are defined as ones which are awarded to Hydro One Network Services as a result of a bidding competition against other contractors.
- (f) 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. The Employer shall also pay travelling time at the appropriate straight-time rate up to a maximum of ten (10) hours per day.
- (g) For Stations work only, employees with between 2-5 years of seniority that are working for an Area Construction Manager on a project in the zone of another Area Construction Manager will have



seniority in their normal geographic zone and not the geographic zone they are currently working in.

(vii) In cases involving reduction of staff, an employee will not lose their service credit unless he/she has a break of greater than six (6) months. An employee terminated for any of the following reasons will lose their service credit immediately upon:

- (a) discharge for cause
- (b) voluntary termination

(viii) An employee terminated due to layoff necessitated by refusal to accept a transfer resulting from the implementation of the Seniority clause will not lose their service credit unless he/she has a break in service of greater than three (3) months.

D. Notwithstanding Section 800 - Employment Practices and Section 801 - Hiring and Layoff, re-employment as required by the Workplace Safety and Insurance Board shall not be a violation of this agreement nor be subject to the provisions of Section 8.

802  
Transfer

A. The Employer reserves the right to transfer employees to meet its needs, having regard for the special requirements of transmission, transformation and Miscellaneous Projects construction. The Employer shall provide transportation or pay the equivalent of the cost of public transportation or mileage \$0.44 effective May 1, 2010, whichever is deemed appropriate by Management for the initial trip to the new work location from the employee's most recent work location. The Employer may only elect to provide transportation when no reasonable means of public or personal transportation is available to the transferring employee. The Employer shall also pay travelling time relative to the mode of transportation at straight-time up to a maximum of ten (10) hours per day.

B. Employees who are receiving subsistence allowance shall be notified of their transfer when possible, at least two (2) working days prior to their last day of work at the transferring location.

- C. The Employer will make every reasonable effort to transfer employees as near as possible to their regular residence as work permits. Employees relocated as a result of the implementation of the seniority clause will not be eligible for transfer under this section until the earliest of the end of the project to which the employee is transferred or the employee is transferred to another project to which clause 802C does not apply.
- D. An employee will not be considered for a transfer as per 802 C above until such time as the employee has worked at the work location for the period stipulated on the help requisition. At the employer's discretion, consideration may be given in special circumstances.
- E. *Employee initiated requests to transfer as near as possible to their regular residence (as per 802 C above) do not qualify for any transfer expenses (as defined in 802A above). This does not include employer initiated (e.g. training) transfers.***

803  
Transfers for  
Line Work

- A. When transferring individual employees or work crews the employer shall have the right to transfer across the province.

*\* Work Group Definition for Hydro One: applicable to Section 803 - the organizational unit reporting to an Area Construction Manager*

804  
Transfers  
for station work

- A. When making decisions regarding the transfer of employees for station work, the Employer shall adhere to the transfer process detailed in subsection B, subject to the following exclusions from application:
  - (i) Transfers within a work group\*.
  - (ii) Individual employees with specialized skills. (eg. welders, pothead installers, etc)
  - (iii) Senior Forepersons and Forepersons.
  - (iv) Electrician apprentices in conjunction with the mandate of the Joint Apprenticeship Council on transfers.
  - (v) Transfers as a result of a change to the geographic boundaries of the work group.

B. Transfers

- (i) Prior to implementing any transfers for station work, the Employer shall identify the work group\* requiring additional manpower and the work group\* with staff available for transfer. The employer shall first attempt to satisfy a requirement for additional manpower by considering requests for transfer from volunteers from the work group\* with available manpower.
- (ii) If there is an insufficient number of volunteers to meet manpower requirements, the Employer will select the most junior person in the appropriate classification under the work group\*

Exception: When the work group\* has responsibility for an unusually large geographic area, the Employer will transfer the most junior person from the appropriate classification within the sub "Work Group".

It is agreed that the current geographic area of the work group\* in the North, falls under this exception rule. Any extension of the application of this exception will be made by mutual agreement.

805  
Temporary  
Transfers for  
Station Work

- A. Employees or crews may be transferred to another work group for a period lasting no more than **eight (8)** weeks in duration.

By mutual agreement between the Union and the Employer, temporary transfers may be extended beyond **eight (8)** weeks in duration.

*\* Work group definition for Hydro One: applicable to sections 804 and 805 – the organizational unit within a geographic zone*

806  
Health &  
Safety  
Representatives

- A. The designated certified Health & Safety Representative and certified 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 Employer and the accredited CUSW

Representative based on the overall health, safety and efficiency needs of both parties.

807  
Standoff

- A. When unable to proceed with his/her work, an Employer may elect to either layoff or standoff part or all of his/her crew.
- (i) If the Employer elects layoff, it shall be carried out in accordance with the terms of Subsection 801, Item B.
- (ii) Standoff
- If the Employer elects standoff, it reserves the right to standoff its employees 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.
- B. 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.
- C. 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.
- D. If an employee elects layoff, it shall be carried out in accordance with the terms of Subsection 801, Item 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.
- E. 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. In the event there is a second standoff, it can be implemented back-to-back without penalty.
- F. Notwithstanding the other standoff provisions under this agreement, the Employer may elect to standoff employees who are assigned to work affected by half load season restrictions for the duration of these restrictions. This will be done with the agreement of the affected employee(s). When this provision is used it shall be considered one of the two standoffs noted in paragraph E.

SECTION 9

HOURS OF WORK

900  
Hours of  
Work

- A. The normal weekly hours of work for all employees of Employers covered by this Agreement shall be forty (40).

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 CUSW prior to a change in weekly hours.

901  
Daily  
Hours

- A. The normal daily hours, as provided for in Subsection 900 will commence at 7:30 a.m. with a possible one (1) hour variance.

902  
Rest  
Periods

- A. For employees working normal hours, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, for 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 unpaid lunch break shall be provided at a time established by the Employer.

903  
Reporting  
Pay

- A. An employee who reports for work, unless directed not to report the previous day by his/her Employer, shall receive a minimum of two (2) hours' pay plus his/her appropriate daily travel or board allowance at the applicable rate when he 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 he is unable to complete his/her 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.

904  
Inclement  
Weather Pay

- A. An employee who reports for work at the beginning of a shift and is unable to commence work due to inclement weather will be paid a half shift's pay at the applicable rate. To qualify, the employee must remain at a protected place or area as designated by the Employer for half a shift unless excused by an authorized representative of his/her Employer.
- B. An employee who reports for and commences work but is unable to continue work due to inclement weather shall receive half a shift's pay at the applicable rate or pay for the actual time worked for that shift, whichever is the greater.
- C. An employee in receipt of inclement weather pay shall also receive travel or board allowance if applicable.

905  
Recognized  
Holidays

- 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. When New Year's Day falls on a Saturday, it shall be observed either on the preceding Friday or following Monday.

906  
Overtime  
Rates

- A. When working an eight (8) hour day and five (5) day per week work schedule (Monday to Friday inclusive) overtime work shall be paid at one and one-half (1-1/2) times the wage rate for all hours worked beyond the normal daily scheduled number of hours up to a maximum of two (2) hours per day. All hours in excess of ten (10) hours per day shall be paid at two (2) times the wage rate.

When working on a ten (10) hour day and four (4) day per week work schedule (Monday to Friday inclusive) overtime work shall be paid at one and one-half (1-1/2) times the wage rate for all hours worked beyond the normal daily scheduled number of hours up to a maximum of two (2) hours per day. All hours in

excess of twelve (12) hours per day shall be paid at two (2) times the wage rate.

Overtime work performed on Saturday, Sunday, Recognized Holidays and non-shift days shall be paid at two (2) times the wage rate.

Employees who work in excess of twenty four (24) hours continuously will continue to be paid a premium rate for all additional hours worked until such time as the employee receives an eight (8) hour break from work.

- B. When an employee has not been notified the previous day that he will be required to work for more than two (2) hours beyond the normal quitting time of his/her shift, and after approximately two (2) hours has been worked, he shall be provided with a lunch and allowed thirty (30) minutes to consume same at the straight time wage rate. After each additional four (4) hours is worked, the employee shall be allowed thirty (30) minutes to eat at the straight time wage rate 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 straight time wage rate.

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

The above-noted is not applicable to the first eight (8) hours worked on Saturdays, Sundays and Recognized Holidays.

907  
Call-In  
Pay

- 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 hourly wage 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 at two (2) times the hourly wage rate for the actual hours worked and revert to his/her wage rate at the commencement of his/her normal hours of work.

908  
Shift Work

- A. (i) Shift work may be established on all work excepting tower erection and stringing operations providing there are at least four (4) consecutive days of shifts to be worked excluding Saturdays, Sundays and Recognized Holidays. If an employee is removed from

his/her scheduled shift prior to completing four (4) consecutive shifts, the employee shall be paid shift differential for the balance of the four (4) consecutive shifts that would have been worked had the employee not been reassigned, up to a maximum of four (4) days shift differential.

- (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.
  - (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  
Special  
Circumstances

- A. It may be appropriate 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 the management representative of the Employer and the Union. Changes in hours of work agreed to in this section will also vary the overtime rates established in Subsection 906.
- B. The employer, at their discretion, may establish the following hours of work arrangement for work north of the French River:
- (i) The Employer may establish a shift consisting of eight (8) consecutive ten (10) hours days at straight time followed by six (6) consecutive days off.
  - (ii) Board allowance will be paid for all days worked. Board allowance will be as per Article 1201 A (i) (a) or the employer may pay expenses in lieu of Board allowance.



- (iii) Employees who qualify for additional days Board allowance, as per Article 1201 A (ii) (b) shall receive two (2) additional days Board allowance.
- (iv) The return trip to the assembly point (2 hours minimum to maximum length of the shift) will be during working hours.

SECTION 10      WAGES AND PAY PROCEDURE

1000  
Wages

- 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 will provide the Union with current wage schedules.
- B. Wage rates for all classifications listed in Subsection 200, Item B of this Agreement, excluding Senior Forepersons, Forepersons and Subforepersons, 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.

Table of Relationships

<u>Classification</u>	<u>Percent of Base Rate</u>
Electrician	
- Journeyperson	*100

• *Base Rate*

<u>Classification</u>	<u>Percent of Base Rate</u>
- Apprentice	
5th period	80
4th period	70
3rd period	60
2nd period	50
1st period	40

Lineperson	
- Journeyperson	100
- Apprentice/Learner	
4th period	80
3rd period	70
2nd period	60
1st period	50
Electrical Welder	100
Groundperson	
3rd period	80
2nd period	70
1st period	60

1001  
Pay  
Procedure

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 Employers at the work location, before quitting time, by cheque, payable at par in the locality of the work location. By mutual agreement, wages may be paid as a direct deposit to a bank account designated by the employee. Accompanying each payment of wages shall be a statement, in writing ***or in an electronic format***, 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.
- (iv) For any overpayment (in wages or board and travel) that amounts to 20% or less of the employee's gross weekly pay, the Employer will deduct the one time overpayment from the next regular pay. Any overpayment related to board and travel will not be deducted until there is mutual agreement that an actual overpayment has occurred.**

B. On Termination

- (i) An employee will have his/her final pay direct deposited and his/her ROE information sent electronically to Service Canada within within eight (8) working days from termination.
- (ii) Failure of the Employer to comply with the requirements in Clause 1001 B (i) 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  
Union

- A. The Employer agrees to deduct Union Funds from wages and to remit the amounts deducted to the Union. The

Funds

amounts to be deducted and remitted shall be determined by the union and will be as set out in the wage schedules attached hereto.

- B. A checkoff system of Union dues will be made operative for the lifetime of this Agreement. The Employer will supply full checkoff 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 dues as requested by the Union.
- C. Any changes in dues will be referred to the Employer through the Accredited Union Representative before such changes are put into effect.
- D. The Employer will arrange for each workperson falling under the jurisdiction of the Union to sign a Union dues checkoff authorization at the time he/she is employed.
- E. The Union is required to make arrangements with new employees for them to join the Union as provided for in Subsection 700, Item A, of this Agreement. The Employer will check off union dues on receipt from the Union of an authorization signed by the employee.

1101  
Benefit  
Funds

- 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

Retirement  
Funds

- 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 the Hydro One

Training Funds

- C. The employer agrees to deduct from the wage package and pay into an operating Training Trust Plan, an amount of money per hour to be determined by the union for all hours earned. Such training payments will be set forth in wage schedules provided by Hydro One.

1102

- A. The Union agrees to supply the Employer with

Administration

administrative material and information regarding the Funds identified in this Section.

- B. The union may request changes, once per calendar year, to Union dues as outlined in 1100 A above and to the Union Funds as outlined in 1101 A above. Such requests must be in writing to the employer at least 3 weeks prior to October 1<sup>st</sup>. The effective date of these changes will be October 1.
- C. The Total Wage Package (TWP) will not change for any classification as a result of making the changes requested in 1102 B above. If such changes are requested, the TWP will be frozen and the Table of Relationships suspended for the remainder of the term of the collective agreement. On renewal of the collective agreement, The Table of Relationships will be restored and any changes made upon renewal will not impact the table of relationships.

1104  
Vacation &  
Recognized  
Holiday Pay

- 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.

1105  
Vacation  
Entitlement

- A. Annual vacation shall be as follows: fifteen working days' vacation in the calendar year in which the employee completes one year of service\* and an additional five working days' vacation in the calendar year in which he completes two years of service providing work scheduling will permit and this will not be unreasonably denied.

The employee will take his/her vacation entitlement at the time approved by Line Management.

*\*Service will be calculated based on an employee's Established Commencement Date.*

SECTION 12

TRAVEL AND ROOM AND BOARD ALLOWANCE

1200  
Daily  
Travel  
Allowance

- A. The daily travel allowance will be paid by the Employer to their employees who are not living in camp or receiving a subsistence allowance as referred to in Subsection 1201, on the following basis:

Effective May 1, 2011 the following travel rings will be as follows.

- (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 to 56 radius kilometers of the work location or declared assembly point, he shall receive **\$26.48** per day travel allowance for each day worked or reported for. Effective May 1, **2015**, the rate will be **\$26.88**. Effective May 1, **2016**, the rate will be **\$27.28**.
- (iii) If an employee lives within 56 to 80 radius kilometers of the work location or declared assembly point, he shall receive **\$30.72** per day travel allowance for each day worked or reported. Effective May 1, **2015**, the rate will be **\$31.18**. Effective May 1, **2016**, the rate will be **\$31.65**.
- (iv) If an employee lives within 80 to 97 radius kilometers of the work location or declared assembly point, he shall receive **\$34.97** per day travel allowance for each day worked or reported for. Effective May 1, **2015**, the rate will be **\$35.49**. Effective May 1, **2016**, the rate will be **\$36.02**.
- (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, he shall receive **\$38.90** per day travel allowance for each day worked or reported for provided the employee continues to travel greater than 97 radius kilometers daily. Effective May 1, **2015**, the rate will be **\$39.48**. Effective May 1, **2016**, the rate will be **\$40.07**.
- (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 kilometers and actual kilometers travelled.

*\*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.*

- B. The Employer reserves the right to base daily travel allowance on the distance in radius kilometers 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

- A. The following conditions will apply for employees whose regular residence\* is more than 97 radius kilometers from the work location:

*\* 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 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.*

- (i) The 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
  - (c) a travel allowance.

- (ii) An employee may exercise his/her option not to stay in 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 a work location which is North of the French River and the employee maintains temporary accommodation at or near the work location the employee shall be paid a subsistence allowance of **\$107.88** per day effective May 1, **2014** (**\$112.19** effective May 1, **2015**; **\$116.67** effective May 1, **2016**) for each day worked or reported for.
 

South of the French River an employee will be paid **\$97.72** per day effective May 1, **2014** (**\$101.63** effective May 1, **2015**, **\$105.69** effective May 1, **2016**) for each day worked or reported for.
  - (b) When an employee's regular residence is more than 500 kilometres from the work location and the employee is working a 4 day per week by 10 hour per day shift, or a 5 day per week by eight hour per day shift, the employee will be paid subsistence allowance for an additional day.
  - (c) When an employee's regular residence is more than 97 radius kilometers from the work location, and the employee commutes to work daily, the employee shall receive **\$38.90** per day for each day worked or reported for. Effective May 1, **2015**, the rate will be **\$39.48**. Effective May 1, **2016**, the rate will be **\$40.07**.
- 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 the Employer. Such permission shall not be unreasonably denied.
- C. The Union recognizes the Employer's right to charge for board and other existing services. The Employer fixes the charge for board and other existing services in camps at \$25.00 per day. this will be applied on the following basis:
  - (i) An employee who remains in camp on a normally scheduled work day on which he/she does not work will be charged \$25.00 per day unless he is excused from



work for a legitimate reason by an authorized representative of his/her Employer.

- (ii) An employee who is absent from work on Friday without approval and who remains in camp and who is still absent from work on the following Monday without approval will be charged for room and board for Friday, Saturday, Sunday and Monday.
- (iii) An employee who is absent from work without approval on Friday and who remains in camp but who works the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.
- (iv) An employee who works the Friday and who remains in camp and is absent from work without approval on the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.

D. Upon initial application and upon change of regular residence, payment of Room and Board/Travel Allowance will be issued for the first four pay periods. Failure to provide satisfactory proof of eligibility during this period, will result in cessation of payments and the recovery in four 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 hour on his/her own time when returning from his/her work location to his/her assembly point.
  - (i) On normal working days an employee will be paid his/her straight-time rate for all time spent travelling in excess of one hour.

- (ii) 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 in excess of one hour.

1203  
Initial and  
Return Travel  
and Transportation

- A. On recruitment of tradesperson who live between 97 and 161 radius kilometers from the work location, the Employer shall pay \$25.00 for the initial trip to the work location.
- B. On recruitment of tradesperson who live beyond 161 radius kilometers from the work location, the Employer shall pay \$0.40 per radius kilometer \$0.44 effective May 1, 2010 plus travel time based on one hour's base pay for each 80 radius kilometers, or part thereof, of travel to a maximum of 8 hours' pay for the initial trip to the work location from where the tradesman lives or the Union Referral Hall, whichever is closer to the work location.
- C. To qualify for payment in Items A or B, the employee must work for a minimum of fifteen (15) days or the duration of the job, whichever is lesser.
- D. On termination of employment due to a reduction of staff, an employee qualified for payment as a result of Item C above, shall be entitled to return travel expenses calculated in the same manner as in Items A or B above for the return trip from the current work location to where the tradesman lives or the Union Referral Hall, whichever is closer to the current work location. An employee whose employment terminates for any reason other than reduction of staff shall not be eligible for return payment.
- E. At the end of each three (3) months of continuous employment at a construction 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 forty cents 44¢ effective May 1, 2010 per kilometer traveled for such use of his/her vehicle.

SECTION 13

TOOLS AND CLOTHING

1300  
Tools and  
Clothing

- A. Employees shall be required to provide themselves with the ordinary hand tools of the trade as specified in the attached tool list\*. 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 tradesman is required to have to perform his/her normal duties with the Employer.
  - (ii) The Employer agrees to compensate employees for tools and clothing 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 are tools which are issued to a Foreperson and are used by one or more members of the crew. Such tools are not identified on trade tool lists, nor are they the tools and equipment identified in Items A and B of this Section. Such tools shall be the responsibility of the Employer.

1301  
Protective  
Clothing &  
Equipment

- D. Employees eligible for payment under A above shall be reimbursed within ten (10) working days after the date of submitting a claim.
- 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 flame) with flame resistant coveralls.

On abnormally dirty and/or corrosive work, in which the employee's clothing may be excessively or permanently damaged, the Employer will supply protective clothing and equipment (including gloves and coveralls where appropriate) at no cost to the employee.

- B. 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 specially identified safety helmet, the Employer shall provide it on loan, complete with a new liner.
- C. The Employer agrees to supply gloves as required to employees engaged on line work and station work when the nature of the work involves the use of synthetic ropes or galvanized steel.
- D. Protective clothing and equipment (including gloves, coveralls and fire resistant coveralls) and rainwear 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 (including gloves, coveralls and fire resistant coveralls) and rainwear upon completion of the work involved.

SECTION 14

GRIEVANCES AND ARBITRATIONS

1400

Grievances within the meaning of the grievance and arbitration procedure shall consist only of disputes about the interpretation or application of particular clauses of this Agreement and about alleged violations of this Agreement. In the event of any dispute concerning the meaning or application of any provision of this Agreement or a dispute concerning an alleged violation of this Agreement, there shall be no suspension or disruption of work, but such dispute shall be treated as a grievance and shall be settled, if possible, by the Employer and the Union. In the interests of expediting the procedure, the parties shall process grievances in the following manner.

1401 The Employer shall appoint a supervisor 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 dispute submitted to him/her by a Union representative on behalf of any employee or group of employees under his/her supervision. Grievances will be referred to the contact supervisor within thirty (30) days of the discovery of the event giving rise to the grievance. The contact supervisor shall issue a decision within forty-eight (48) hours. If the decision of the contact supervisor is not satisfactory to the Union representative the grievance may, within thirty (30) days, be referred to arbitration.

1402 Employer or Union Grievances

a) Both the Employer and the Union may raise either policy or specific grievances to be referred directly to arbitration. Such policy or specific grievances shall be submitted within thirty (30) days of the alleged grievous act.

b) Alleged unjustified termination, discharge, suspension or disciplinary action may be grieved and referred directly to arbitration.

1403 Arbitration

The referral to arbitration shall be made to one (1) of the following single arbitrators:

- (i) Louisa Davie
- (ii) Rick McDowell
- (iii) Rob Herman

(a)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 thirty (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.

(b)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.

(c)The arbitrator shall have all the power and authority of an arbitrator under section 48 of the *Labour Relations Act*, 1995.

(d)Maintenance of normal earnings shall be provided by Hydro One for all Union representatives, attending at the grievance process, excluding the arbitration hearing. Arbitrator costs will be shared.

(e) Lawyers will not be utilized at arbitration unless mutually agreed to by the parties.

1404 Grievance Facilities

(a)The Employer shall provide the necessary facilities for all grievance meetings.

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

1405 No Strike-No Lockout

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

1406 Nothing in section 14 in anyway removes or restricts either parties rights under Section 133 of the *Labour Relations Act*.

SECTION 15 JOINT COMMITTEES

1500 A. The parties agree that a joint committee will be established consisting of Hydro One management and Senior Representatives of CUSW which shall meet at least **biannually** to review the work program and to address issues of mutual concern and when deemed necessary make recommendations to the appropriate authorities.

The Committees may also consider matters related to construction safety **and human rights in the workplace.**

1501 Apprenticeship Committees

For the purpose of this section the Parties agree that the Administrator for the CUSW Joint Apprenticeship Committee Shall also be the Administrator of the Power Workers Hiring Hall Joint Apprenticeship Committee and trade subcommittees. It is also understood that the Parties have agreed to coordinate the activities of the CUSW and Powerworker Apprenticeship

Programs to the end that a continued supply of competent, skilled and qualified Journeypersons will be developed within the two Unions. A representative of CUSW will participate on a working committee with Hydro One and the Powerworkers to coordinate these activities. Any fines or penalties associated with administrative or clerical errors attributed to the administrator of the apprenticeship shall be borne by the union.

1501  
Apprentice-  
ship  
Committees

- 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 an apprenticeship training program, 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 Tradesmen's Qualification Act RSO 1970 as amended.
- C. All founding documents and/or agreements, and terms of reference establishing and guiding the activities of the JAC shall be registered with the Provincial Joint Council.
- D. 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.
- E. All apprentices shall be governed by the Ontario Apprenticeship and Tradesperson's Qualification Act and Regulations but the ratio of apprentices to Journeypersons may be set from time to time by the Joint Committee.
- F. 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 has reached his/her total hours, less 300.
  - (ii) The Apprentice will give the JAC two weeks' notice that he 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 wage rate 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).

- G. In the event that an Apprentice fails his/her examination for his/her C of Q, he/she will be paid the Journeyperson rate of pay from the day he/she passes any future examinations.
- H. 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.

1502  
 Joint Lineperson  
 Apprentice  
 Committee

- A. A Joint Lineperson Apprenticeship Council (JLAC) 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 Hydro One.
- B. The parties agree that the apprenticeship training program is intended to prepare the apprentice to write the certificate of qualification for the Trade of Lineperson (R.S.O. 1980 as amended).
- C. The Lineperson Apprenticeship Council shall be responsible for revising, guiding and maintaining the Hydro One/CUSW Lineperson Apprenticeship training program. The Joint Lineperson Apprenticeship training Council will be concerned with the training and development of Lineperson Apprentices employed by Hydro One while working under this collective agreement.



- D. It is the intent of the Council to adopt operating rules and conditions consistent with the needs of Hydro One and Lineperson Apprentices in accordance with the Terms of Reference.
- E. Apprentices shall be hired by Hydro One and Employers as and when required, from a pool of qualified apprentices established by the JLAC in accordance with the procedures established under the JLAC Terms of Reference.

SECTION 16      LUNCHROOM FACILITIES

1600  
Lunchroom  
Facilities

- A. The Employer will provide clean and adequately heated facilities for employees to eat their lunch where such facilities may reasonably be provided. These 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 it is practical and reasonable.

SECTION 17      PREGNANCY/PARENTAL/ADOPTION LEAVE

1700

Provisions of the Employment Standards Act will apply to a pregnant employee or a natural father. In addition, an employee's seniority will accumulate while on leave provided this does not affect the normal date of layoff.

SECTION 18      ABORIGINAL CONTENT COMMITMENT

Where an aboriginal commitment has been established on a project, the Union will co-operate in meeting the content commitments.

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

When an aboriginal commitment(s) is established on a project, the employer will meet with the union and First Nations representatives to deal with labour relations issues prior to the implementation of any commitment. If necessary, these issues will be dealt with through the Joint Committee (Article 1500).

SECTION 19      Employee Transfers to other Applicable Agreements

The Parties recognize that Hydro One and the Union desire to maximize the use of the labour pool by making available the members of the Union for all work undertaken by Hydro One. To this

end the Union agrees to co-operate in the movement of employees as required between collective agreements to accommodate the needs of the employer.

**SECTION 20**

**BEREAVEMENT LEAVE**

**2000**

***An employee may be released from duty for a period up to three (3) days without pay in the event of the death of a member of the immediate family.***

Dated at Toronto, this

day of

, **20**\_\_.

For:

For:

HYDRO ONE

THE CANADIAN UNION OF  
SKILLED WORKERS

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## TOOL LIST

All journeyperson 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  
Channelock
- 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

### Groundperson 1st Year Tool List

- 1 Ball Peen Hammer
- 1 9" Lineperson's Pliers

### Groundperson 2nd Year and Groundperson 3rd Year Tool List

- 1 Ball Peen Hammer
- 1 Jackknife or Stripping Knife
- 1 9" Lineperson's Pliers
- 1 6' Folding Wood Rule
- 1 8" Screwdriver, flat blade
- 1 8" Adjustable Crescent Wrench
- 1 10" or 12" Adjustable Crescent Wrench

Original Date: 11/28/2002

*LETTER OF UNDERSTANDING*

Between

HYDRO ONE INC.

-and-

THE CANADIAN UNION OF SKILLED WORKERS

**Additional Day Board**

The Parties agree to use the present method utilized by management (series of straight lines) for calculating the additional day board and board and travel until such time as an electronic mapping system that meets their needs is developed. The Parties further agree that this present method will be utilized to settle all outstanding grievances (and any future grievances until such time as the electronic mapping system is implemented) on the additional day Board.

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Hydro One

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CUSW

Original Date: 11/28/2002

*LETTER OF UNDERSTANDING*

Between

HYDRO ONE INC.

-and-

THE CANADIAN UNION OF SKILLED WORKERS

**Most Favoured Employer Clause**

In the event that CUSW negotiates a collective agreement with another employers in the same competitive business as Hydro One that contains more competitive terms and conditions and Hydro One is in competition with that employer for the same work, Hydro One shall advise CUSW and CUSW shall allow Hydro One to adopt the more competitive terms and conditions as the competitor for that work. CUSW will provide Hydro One with copies of all collective agreements that are negotiated with employers other than Hydro One that are in the same competitive business as Hydro One.

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Hydro One

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CUSW

*LETTER OF UNDERSTANDING*

Between

HYDRO ONE INC.

-and-

THE CANADIAN UNION OF SKILLED WORKERS

RE: Selection of Electrical Foreperson in training (EFIT) and Linesperson Foreperson-in-training (LFIT)

The parties agree that the following guidelines will govern the selection and retention of EFITs and LFITs

1. The Employer will provide the union with the criteria utilized when selecting EFITs and LFITs, prior to selecting any EFITs and LFITs. The initial criteria shall be the 1994 criteria for supervisory selections, subject to updating.
2. The employer will utilize the criteria when making any EFIT and LFIT selections.
3. The criteria may change, and the employer will provide a copy of the updated criteria to the union.
4. Failure to provide the above referenced criteria shall be a matter fit for the grievance procedure

However, nothing else in this LOU, save and except item #4 above, is subject to the grievance procedure. For clarity, the specific criteria utilized, or the selection of EFITs and LFITs will not be subject to the grievance procedure.

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Hydro One

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CUSW

## ATTACHMENT A TO COLLECTIVE AGREEMENT

### Principles Related to Apprenticeship Program

The Parties agree to establish an apprenticeship program recognizing that the program should be structured to best support the Hydro One 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.

- apprentices will be acquired through the provisions in this agreement
- The Program will be managed by the Joint Councils outlined in this agreement
- Apprentices will be assigned to construction crews, regular work crews and to casual work crews for the purposes of their training
- When apprentices are doing work on an assigned basis with regular work crews, these crews will not be considered as composite crews
- The administration of the Program will be funded by the Employers and operated from the Union office.

The Parties further agree that a committee will be established , comprised of two(2) representatives from Hydro One and two representatives from the UNION to meet and develop procedures for the Program.

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Hydro One

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CUSW



Letter of Understanding  
Between  
Hydro One  
And  
The Canadian Union of Skilled Workers (CUSW)  
(the on-property agreement)  
  
(Travel, Room & Board Allowance)  
Unreasonable relationship (radius vs actual km.)

For employees in the 80 to 97 km travel ring, and who travel 120 km or more by the most direct road route, are eligible to apply for Room and Board allowance as per the collective agreement.

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Hydro One

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CUSW

Letter of Understanding

Between  
Hydro One  
And  
The Canadian Union of Skilled Workers (CUSW)  
(the on-property agreement)

Parking Allowance  
(Downtown Core of Toronto)

This will confirm that 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, and 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.

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Hydro One

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CUSW

Original Date: 05/21/2008

*LETTER OF UNDERSTANDING*

Between

HYDRO ONE INC.

-and-

THE CANADIAN UNION OF SKILLED WORKERS

The parties agree to meet and discuss:

- 1) The contracting and tendering process at Hydro One
- 2) The RFP and RFT process
- 3) Contractor requirements for performing Hydro One work
- 4) How contractors affiliated with CUSW can participate in contracting out opportunities

This meeting will take place within 90 days of ratification of this agreement and will have the following attendees:

For Hydro One:

- 1) VP – Supply
- 2) VP – Engineering and Construction Services
- 3) VP – Labour Relations

For CUSW:

- 1) The President of CUSW
- 2) Up to three (3) additional Senior Representatives of CUSW

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Hydro One

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CUSW

Original Date: May 1, 2011

LETTER OF UNDERSTANDING

Between

HYDRO ONE INC.

-and-

THE CANADIAN UNION OF SKILLED WORKERS

Board and Travel

Within 60 days of ratification of the agreement, up to three (3) representatives of Hydro One and an equal number of representatives of CUSW will meet to discuss issues associated with Board and Travel payments. The discussion will focus exclusively on process and payment issues, as opposed to entitlements.

Specific examples of the issues will be provided as part of the discussions so that the issues can be investigated and examined. Any changes to the Board and Travel payment process may be implemented upon mutual agreement.

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Hydro One

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CUSW

Original Date: May 1, 2011

LETTER OF UNDERSTANDING

Between

HYDRO ONE INC.

-and-

THE CANADIAN UNION OF SKILLED WORKERS

Flame and Arc Resistant Clothing

The wearing of flame and arc resistant clothing has been made mandatory on Hydro One construction sites. In recognition of this requirement, employees will be issued an initial allotment of \$900 to purchase such clothing from an approved supplier, as directed by the Employer.

The replacement or mending of clothing is the responsibility of the Employer. Employees will be allowed to replace worn or damaged clothing with equivalent items or with alternate items up to the value of the item being replaced.

Appropriate accommodations will be made for any bona fide medical conditions related to the wearing and use of this clothing. Additionally, this letter is without prejudice to any rights and/or requirements CUSW-represented members or Hydro One have under applicable legislation.

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Hydro One

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CUSW

LETTER OF UNDERSTANDING

Between

HYDRO ONE INC.

-and-

THE CANADIAN UNION OF SKILLED WORKERS

TRANSFORMER OFF-LOADING

The parties recognize that there will be instances where Hydro One is not permitted to perform the transformer off-loading work on rail sidings. In these circumstances, the hours associated with transformer off-loading will be included in the calculation of the hours under item #3 of the LOU on Work Commitment and cannot be grieved as a violation of the collective agreement.

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Hydro One

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CUSW

LETTER OF UNDERSTANDING

Between

HYDRO ONE INC.

-and-

THE CANADIAN UNION OF SKILLED WORKERS

RE: Physical Capabilities Testing

1. CUSW recognizes Hydro One's right to refer new hires for a physical capabilities test. The physical capabilities testing may be given to individuals who have not worked for Hydro One within the previous twelve (12) months.
2. Hydro One may terminate new hires that are tested and deemed not physically capable of performing the essential duties of the specific work to be performed under that help requisition.
3. Individuals who fail the test must demonstrate to Hydro One steps taken to improve his/her physical capabilities prior to being referred to work within 12 months of the previous test. Upon satisfactory demonstration of improvement, Hydro One may retest that individual. Individuals may be referred to new help requisitions without providing a demonstration of improved physical capabilities where the work falls within the individuals capabilities as determined by the previous testing procedure.
4. CUSW maintains their right to grieve individual terminations. However, grievances will be limited to the specific facts associated with that termination. CUSW will not grieve the testing procedure or Hydro One's right to test new hires.
5. CUSW also maintains the right to grieve Hydro One's refusal to retest an individual who has provided information showing an improvement in the individuals physical capabilities.
6. Within 30 days of ratification, Hydro One will meet with CUSW to provide information on the testing procedure and the process for submitting information concerning "improvement" as outlined in #3 above. If the testing procedure changes, Hydro One will advise CUSW of that change.

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Hydro One

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CUSW

LETTER OF UNDERSTANDING

Between

HYDRO ONE INC.

-and-

THE CANADIAN UNION OF SKILLED WORKERS

RE: TRAINING

In order to address the issues of training and cost competitiveness, the parties agree that the following shall constitute the principles that will govern training for the term of the collective agreement.

The parties recognize that a pool of trained members of CUSW will benefit both the employer and the members of the union while at the same time making Hydro One more competitive. The parties recognize that to ensure an adequate supply of members of CUSW for the available employment opportunities that it will be necessary to provide and maintain training and upgrading opportunities that are aligned with the needs of the industry, the employer and the members of CUSW.

The parties recognize that individual employers have training standards that are required for all workers coming to work at their facilities, that these can be identified and will work towards providing trained members to the workplace.

1. Within 60 days of ratification, the parties will meet to discuss the following:
  - The training courses outlined in #3 below and associated industry equivalencies
  - The delivery method and process involved in gaining the training
  - The process for sharing training records
  - The Canadian Union of Skilled Workers Education and Training Trust Agreement
2. **Effective the date of ratification**, CUSW referrals will come to work with the required training **and will provide proof of up to date training upon hire** or will attend **industry standard** training on their own time.
3. The parties agree that the following constitutes the required training for Hydro One:
  - WHMIS



- Elevated Work Platform
  - Propane Safety Awareness
  - Electrical Awareness
  - Standard First Aid + AED and CPR
  - ***Working at Height/Fall Protection***
  - ***Fire Safety***
  - ***Confined Space Awareness***
4. Hydro one will notify CUSW of work requests in advance to allow members that do not have the required training to attend. Hydro One will provide and pay for the instructors and facilities. Hydro One will setup the required courses at the work reporting center just prior to the date of hire.
5. Tradespersons who live over 97 radius km from the training location will be paid \$600 by Hydro One, upon successful completion of training and being hired by Hydro One. ***The \$600 will continue to be administered as per the current practice between the parties.***

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Hydro One

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CUSW

LETTER OF UNDERSTANDING

Between

HYDRO ONE INC.

-and-

THE CANADIAN UNION OF SKILLED WORKERS

RE: Workplace ***Concerns and Inclusion***

A joint committee will be established by the parties to allow for the proactive discussion and when appropriate, resolution of applicable workplace issues. ***Violence and harassment in the workplace, human rights issues, and ensuring an inclusive workplace are all fit matters for discussion.***

The committee will be made up of up to two (2) representatives of Hydro One (***Directors*** of Lines and Stations) and an equal number of CUSW representatives to discuss workplace issue and provide recommendations for change. ***The committee will meet at least quarterly, or as requested upon mutual agreement.***

In order to be effective, the Joint Committee must have open and honest dialogue, an ability to listen to workplace issues with an open mind and an ability to identify underlying concerns and recommend solutions. All parties involved in the discussions must be committed to appropriate confidentiality. ***Should any of the issues raised with respect to the Workplace Violence and Harassment policies and programs be appropriate for consideration at a corporate level, this committee may bring these matters forward to the joint committee (as per 1500A) for further consideration.***

The first meeting will occur within 60 days of ratification and at that meeting, the parties will discuss and agree on an appropriate mandate and scope.

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Hydro One

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CUSW

Original Date: May 1, 2011

LETTER OF UNDERSTANDING

Between

HYDRO ONE INC.

-and-

THE CANADIAN UNION OF SKILLED WORKERS

RE: Union and Benefit Funds

The parties will meet within 60 days of ratification to enter into good faith discussions to examine and explore options associated with the timely remittance of Benefits, Retirement and Training Trust Funds.

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Hydro One

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CUSW

**Original Date: July 28, 2015**

**LETTER OF UNDERSTANDING**

**Between**

**HYDRO ONE INC.**

**-and-**

**THE CANADIAN UNION OF SKILLED WORKERS**

**Re: Apprentice Governance Council**

***The revised Apprentice Governance Council terms of reference with respect to the joint apprenticeship councils will be implemented for the term of the collective agreement (May 1, 2014 – April 30, 2017). At the expiry of the collective agreement, the parties will either (a) agree to incorporate the revised language and terms of reference into the collective agreement or (b) failing agreement, the revised terms of reference and language will become null and void and the previous documents and language will be binding on the parties.***

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**Hydro One**

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**CUSW**

**Original Date: July 28, 2015**

**LETTER OF UNDERSTANDING**

**Between**

**HYDRO ONE INC.**

**-and-**

**THE CANADIAN UNION OF SKILLED WORKERS**

**Re: Workplace Issues**

**The ACM, steward and Health and Safety representative will meet monthly (either in person or via conference call as appropriate) to discuss workplace issues.**

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**Hydro One**

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**CUSW**

**Original Date: July 28, 2015**

**LETTER OF UNDERSTANDING**

**Between**

**HYDRO ONE INC.**

**-and-**

**THE CANADIAN UNION OF SKILLED WORKERS**

**Re: Hydro One Networks & Construction Trade Unions Joint Health and Safety Committee Agreement**

**The parties agree that the Hydro One Networks & Construction Trade Unions Joint Health and Safety Committee Agreement and Appendix: Health and Safety Duties, revised June 14, 2010 continues to apply. Within 60 days of ratification the appropriate representatives of Hydro One and the Trade Unions will meet to discuss the document and any changes required will be made with the agreement of the parties.**

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**Hydro One**

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**CUSW**

**LETTER OF UNDERSTANDING**

**Between**

**HYDRO ONE INC.**

**-and-**

**THE CANADIAN UNION OF SKILLED WORKERS**

**Re: Work Commitment**

**Hydro One recognizes that the members of CUSW are an integral component in the success of Hydro One and that a progressive relationship between CUSW and Hydro One is beneficial. Hydro One recognizes that the continued existence of the labour pool at CUSW is directly related to providing employment opportunities to members of CUSW and also to our cooperation in developing and maintaining the pool of skilled CUSW members.**

**Contracting out of work under this collective agreement is governed by Article 200E and shall be subject to the following for the term of the collective agreement:**

**For the first \$800 million of the Capital Work Program, contracting out of work under this collective agreement is governed by Article 200 E and shall be subject to the following for the term of the collective agreement:**

- 1) Hydro One will assign a target of 75% of the work covered by the Hydro One/CUSW on property collective agreement (“the work”) to members of CUSW, including direct hire members of CUSW and contractors who fall under Article 200 E (i).**
- 2) Work contracted out under #1 above will require employers to agree to and sign Appendix “A” and to be bound to this collective agreement. Hydro One will adjust its Labour requirements process to reflect this requirement and include it as part of its contracting and subcontracting process for work covered under #1 above.**

**3) For the term of the collective agreement, the remaining 25% of the work as per #1 above shall be contracted in accordance with Article 200E.**

**For the term of the collective agreement, all work in excess of \$800 million dollars of the Capital Work Program may be performed by direct hire members of CUSW or be contracted in accordance with Article 200E at management's sole discretion. Items 1-3 above do not apply to this work.**

**For clarity, the \$800 million threshold refers to yearly Capital Work Program dollars, not specifically to the electrical component of the work program or the labour component.**

**Within 60 days of the ratification of this agreement, the parties will meet to discuss the administration of this LOU. The parties agree that the principles associated with the "work assignment administration" letter, attached to the CUSW direct hiring letter, dated July 22, 2008 shall form the basis for these discussions. Consideration will be given to the breakdown of the CUSW portion of the capital work when determining the threshold.**

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**Hydro One**

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**CUSW**



Appendix "A"  
AGREEMENT BETWEEN

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(Contractor/Subcontractor)

And

Canadian Union of Skilled Workers

Whereas the Union is entitled to represent employees of the Contractor/Subcontractor within the terms described in Section 2.

Therefore, the Contractor/Subcontractor and the Union hereby acknowledge and agree as follows:

1. The Contractor/Subcontractor requires the Union to supply skilled workers who are members of the Union, and the Union agrees to supply such persons to perform work within the jurisdiction of the Union.
2. The Contractor/Subcontractor recognizes the Union as the sole and exclusive bargaining agent for all of its classifications as described in Section 2 of the collective agreement.
3. The Contractor/Subcontractor hereby agrees to be bound to and apply all of the terms, conditions, practices, understandings, amendments and renewals of the CUSW/ Hydro One Inc collective agreement.
4. This agreement is in effect from the date hereof and so long as the collective agreement continues to operate.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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For CUSW

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For Contractor/Subcontractor

## **Appendix B**

### **Committee on Electronic Travel Measurement**

**The parties agree to form a committee, to which CUSW and the PWU (Appendix A) will be invited to participate as full members, to determine the methodology in changing the kilometer measurements in the collective agreement:**

- 1. To convert radius km to actual road km**
- 2. To determine an electronic means of taking such measurements**
- 3. To determine the daily travel allowance, room and board, and travel and transportation and any other compensation that is appropriate under the revised system.**
- 4. Any amended methodology and compensation scheme must be cost neutral to the employer.**

**CUSW and the PWU must confirm their agreement to participate in this committee during their respective 2011 collective bargaining with the employer. The committee shall be composed of equal number of employer and union representative and will be given six months from the date of CUSW and PWU confirmation to reach consensus on 1, 2, 3 and 4 above. This timeframe may be extended at mutual consent. Should either CUSW or the PWU fail to confirm their agreement with this committee, the current language in the Collective Agreement will remain.**

**In the event the committee cannot reach consensus either the employer or the union may refer any outstanding issues to arbitration before arbitrator Rob Herman or Jules Bloch or Martin Teplitsky for final determination of any issues in dispute. For greater certainty the parties agree that the arbitrator, in addition to the power of an arbitrator under the labor relations act, 1995, will have the authority to settle the terms of 1, 2 and 3 above. For clarity, any party may take the position at arbitration that the current method for calculating Board and Travel entitlements (e.g. radius kilometers) is appropriate and should not be changed.**