



Board Secretary
Ontario Energy Board
2300 Yonge St
27th Floor
Toronto, ON M4P 1E4

November 16, 2011

Dear Ms. Walli,

Re: Halton Hills Hydro Inc. Interrogatory Responses to School Energy Coalition (SEC) in proceeding EB-2011-0271

Halton Hills Hydro Inc. ("HHHI") hereby submits its responses to SEC Interrogatories to the Ontario Energy Board ("the Board").

Please find attached to this cover letter:

- 2 paper copies of the Interrogatory Responses to SEC in proceeding EB-2011-0271.
- 1 electronic copy of the Interrogatory Responses to SEC in proceeding EB-2011-0271.

A copy of the Interrogatory Responses to SEC has also been filed through the Web Portal and electronic copies forwarded to all intervenors in EB-2011-0271.

In the event of any additional information, questions or concerns, please contact David Smelsky, Chief Financial Officer, at dsmelsky@haltonhillshydro.com or (519) 853-3700 extension 225, or Tracy Rehberg-Rawlingson, Regulatory Affairs Officer, at tracyr@haltonhillshydro.com or (519) 853-3700 extension 257.

Sincerely,

(Original signed)

David J. Smelsky, CMA
Chief Financial Officer
Halton Hills Hydro Inc.

Cc: Arthur Skidmore, President & CEO, HHHI
Richard King, Counsel to HHHI
Intervenors in proceeding EB-2011-0271

HHHI Response to School Energy Coalition (SEC) Interrogatories EB-2011-0217

1. Please provide the number of publically-funded schools in the Applicant's franchise area, by customer class.

Response:

As shown is Table SEC 1-1, HHHI has the following publicly-funded schools in the franchise area, by customer class.

Table SEC 1-1: Publicly-funded schools

General Service less than 50 kW	5
General Service 50-999 kW	10
Un-metered Scattered Load	3

2. [Ex. 2/1/2/p.5]
Please explain in greater detail why the Applicant has decided to use 40 years instead of Kinectrics typical useful life of 50 years for switches, when it has stated that few switches over the past 35 years have needed to be replaced.

Response:

Please refer to HHHI's interrogatory response to OEB Board Staff question 3, part a, Capitalization Policy from adoption of MIFRS.

3. [Ex. 2/B/Poll Replacement -2011 (Estimate)]
 - a. How many polls where replaced by the Applicant in each of the past 3 years?
 - b. How many polls where planned to be replaced by the Applicant in each of the past three years?
 - c. How many polls year-to-date have been replaced?

Response:

Historically HHHI has pooled all pole purchases and has not distinguished between the allocation of replacement poles and capital expansion.

Annual pole purchases are:

2008	174
2009	115
2010	105
2011	102 (To October 30, 2011)
Total	496

4. [Ex. 2/B/Steeles Avenue – James Snow Parkway to 5th Line South]
Please provide further details about this project. When is the road improvement planned to be undertaken by the Region of Halton? Please provide documentation to substantiate.

Response:

Please refer to Appendix SEC 1-A, attached, for further details.

The project is planned to start construction in December 2011 and it is estimated to be completed in the second quarter of 2012.

The latest correspondence that HHHI has received from the Region of Halton in relation to the Steeles Avenue project is an e-mail sent to HHHI's Engineering Technician on Sept 13, 2011 as replicated below in italics.

“Proposed road construction for the stretch from Lawson Road to 5th Line South is scheduled for 2011 and from 5th Line South to Trafalgar Road is scheduled for 2012. Utilities relocation schedule depends upon the completion of the property acquisition process.

Please prepare pole relocation plan based on design layout, so that we can start preparing road lighting design.”

5. [Ex. 2/4/2/p.3]
What would be the impact on the Cost of Power and resulting impact on Working Capital, if the Board approves the Hydro One Networks Inc. application to use USGAAP that is currently before the Board (EB-2011-0268)?

Response:

There has been no decision in the above-noted case. Consequently, HHHI has not calculated the impact on the Cost of Power and resulting impact on Working Capital.

6. Please confirm that the table below correctly sets out the OM&A per customer relative to ten similar distributors (as set out in the 3rd Generation Incentive Regulation Stretch Factor Updates for 2011 Report in EB-2009-0392), based on the 2010 Electricity Distributors' Yearbook. Please explain why the Applicant's OM&A per customer is much higher than the average of these peer utilities.

<u>OM&A per Customer</u>		
<i>Utility</i>	<i>OM&A/Customer</i>	<i>% of Average</i>
Brantford Power Inc.	\$202.57	103%
Burlington Hydro Inc.	\$225.95	115%
Cambridge and North Dumfries Hydro Inc.	\$188.39	96%
Guelph Hydro Electric Systems Inc.	\$200.18	102%
Halton Hills Hydro Inc.	\$217.25	110%
Kitchener-Wilmot Hydro Inc.	\$147.31	75%
Milton Hydro Distribution Inc.	\$192.72	98%
Newmarket - Tay Power Distribution Ltd.	\$221.53	112%
Oakville Hydro Electricity Distribution Inc.	\$179.51	91%
Oshawa PUC Networks Inc.	\$171.41	87%
Waterloo North Hydro Inc.	\$195.85	99%
Whitby Hydro Electric Corporation	\$223.49	113%
<i>AVERAGE</i>	<i>\$197</i>	

Response:

HHHI has consistently been of the view that it is not similar to the utilities noted in the table above. Further, as shown in column C of Table SEC 1-2, the OM&A per customer numbers that are found in the 2010 Electricity Distributor's Yearbook are slightly different than those presented by SEC.

Table SEC 1-2: HHHI Comparison to similar Distributors

Utility	SEC OM&A / customer	OM&A Per Customer as per 2010 OEB Yearbook	% of Service Area that is Rural	# of Customers per km of Line
A	B	C	D	E
Brantford Power Inc.	\$ 202.57	\$ 201.44	0.00%	74.12
Burlington Hydro Inc.	\$ 225.95	\$ 217.65	47.87%	37.25
Cambridge and North Dumfries Hydro Inc.	\$ 188.39	\$ 188.26	70.30%	45.81
Guelph Hydro Electric Systems Inc.	\$ 200.18	\$ 194.82	0.00%	47.18
Halton Hills Hydro Inc.	\$ 217.25	\$ 210.67	89.64%	14.81
Kitchener-Wilmot Hydro Inc.	\$ 147.31	\$ 141.68	69.31%	46.42
Milton Hydro Distribution Inc.	\$ 192.72	\$ 191.91	84.59%	31.07
Newmarket - Tay Power Distribution Ltd.	\$ 221.53	\$ 202.84	4.05%	30.73
Oakville Hydro Electricity Distribution Inc.	\$ 179.51	\$ 175.79	28.67%	43.55
Oshawa PUC Networks Inc.	\$ 171.41	\$ 167.61	52.35%	55.19
Waterloo North Hydro Inc.	\$ 195.85	\$ 190.70	90.33%	33.56
Whitby Hydro Electric Corporation	\$ 223.49	\$ 223.49	54.73%	37.74

In response to the question concerning the higher than average OM&A, when compared to these other utilities, HHHI has added the additional columns D & E representing the percent of Distribution Service Area that is rural and the number of customers per kilometre of line respectively, and as found in the 2010 Electricity Distributors Yearbook

HHHI is overwhelmingly rural and has by far the fewest number of customers per kilometre of distribution line of the utilities noted above. Low-density rural areas with overhead lines result in a higher OM&A cost to maintain. As is evident in comparing the numbers in columns D and E, HHHI's service area is 89.64% rural with a customer density of 14.81 customers per kilometre of line. The result of these factors is a higher OM&A cost per customer.

7. [Ex. 4/1/1/table 4-2]

Please provide a table showing for each year between 2009 and 2011, a comparison of the budgeted and actual amounts spent, for each USoA as provided in table 4-2.

Response:

HHHI does not track its annual budget based on USoA format.

Please refer to HHHI interrogatory response to Energy Probe question 34.

8. [Ex 4/1/1/table 4-6]

Please provide a table showing for 2011 the planned bridge year spending and the year-to-date spending for each USoA as provided in table 4-6.

Response:

Please refer to HHHI interrogatory response to Energy Probe question 34.

9. [Ex. 4/2/6]

For each new FTE position created since 2008, please provide a detailed rationale to support the addition.

Response:

2009: No new FTE position created

2010: No new FTE position created

2011: 3 new FTE's Junior accountant (non-union)
(increase workload relating to regulatory and IFRS)

Substation electrician (union)
(emphasis on station maintenance and system
reliability)

Control room operator (union)
(system reliability and next step in developing SCADA
system)

2012: 4 new FTE's Smart Meter Co-ordinator (non-union)
(installation of smart meter and commencement of
Time of Use Billing)

AMI Co-ordinator smart meter (union)
(commencement of Time of Use Billing)

Apprentice Meter Technician (union)
(succession planning)

Engineering Technician (union)
(replacement of Eng. Tech. position left vacant since
2009)

10. [Ex. 4/2/6/p.5]

Please provide a copy of the current collective agreement between the Applicant
and the union.

Response:

A copy of the current collective agreement between HHHI and Power Worker's
Union-CUPE Local 1000 can be found at Appendix SEC 1-B.

11. [Ex. 4./2/p.5]

With respect to the new Apprentice Meter Technician, when specifically does the current meter technician plan to retire?

Response:

The Meter Technician is expected to retire in 2016. And with the apprentice program being four years the appropriate time for succession planning is 2012.

12. [Ex. 4/B]

Please explain how the Applicant priced each of its services contained in the Appendixes of the Service Agreements between itself and its affiliates.

Response:

Based on time and materials and subject to annual review.

13. [Ex. 5/1/3/p/1]

Please provide a copy of all outstanding debt instruments held by the Applicant.

Response:

- (i) Please refer to HHHI interrogatory response to OEB Board Staff question 35 part a, for the Long Term Note Payable to the Town of Halton Hills;
- (ii) Please refer to Appendix SEC 1-C, attached, for Smart Meter Term Loan – TD Commercial Banking.

14. [Ex. 5/1/3/p/1]

Did the Applicant consider approaching Infrastructure Ontario as a way to finance its long-term capital spending? If not, please explain why.

Response:

Yes, HHHI approached Infrastructure Ontario.

15. [Ex. 6/1/2/p/1]

Please provide a table detailing the revenue requirement impact of the switch from CGAAP to MIFRS.

Response:

Please refer to HHHI interrogatory response to Energy Probe question 6.

16. [Ex. 7/1/2/p/3]

Please explain why the Applicant is planning a significant shift in the revenue to cost ratio of the GS>50 shift from 86.9% to 95%.

Response:

HHHI is proposing to re-align its revenue to cost ratios by adjusting the allocation of revenue among the rate classes in order to move customer classes closer to the ideal state of 100% as evident in the Table 7-4 Column "2011 Updated Revenue to Cost Ratio". The 2012 Proposed Revenue to Cost Ratio meets this objective.


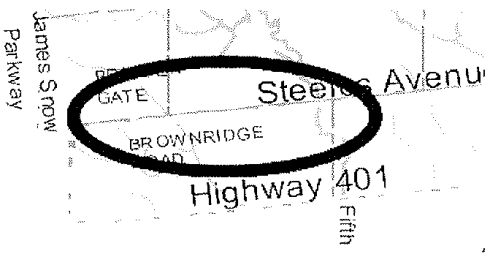
17. [Ex. 9/2/4/p.2]

Please explain in greater detail the purpose of the Applicant's request for Account 1595-Sub-account 2012?

Response:

Historically, the OEB has requested a Sub-account in Deferral and Variance Account 1595, for each year that disposition amounts are ordered by the Board. As HHHI is requesting disposition of deferral and variance account amounts for the 2012 rate application, HHHI is assuming the Board will order these amounts be transferred to Account 1595 with a new sub-account for the 2012 rate year, thus the request for a sub-account.

APPENDIX SEC 1-A

		Work Order: WF Project Number: Project Driven by: LDC-initiated Project Class: Regulatory compliance																												
Project Title: Steeles Avenue - James Snow Parkway to 5th Line South (Phase 2 - Stage 1)																														
Project Designer: Chris Hale																														
Supporting Reference Material																														
Description Region of Halton planned road improvements and widening will conflict with present location of numerous poles along Steeles Avenue.																														
Cost Estimate <table border="1"> <thead> <tr> <th>Breakdown</th> <th>GAAP</th> <th>IFRS</th> </tr> </thead> <tbody> <tr> <td>Op Labour</td> <td>\$6,458</td> <td>\$217,876</td> </tr> <tr> <td>Eng Labour</td> <td>\$262,189</td> <td>\$5,366</td> </tr> <tr> <td>Contractor</td> <td>\$105,662</td> <td>\$105,662</td> </tr> <tr> <td>Material</td> <td>\$234,300</td> <td>\$234,300</td> </tr> <tr> <td>Equipment</td> <td>\$126,948</td> <td>\$126,948</td> </tr> <tr> <td>Other Cost</td> <td></td> <td></td> </tr> <tr> <td>Recoverable</td> <td>\$250,623</td> <td>\$250,623</td> </tr> <tr> <td>Total</td> <td>\$484,934</td> <td>\$439,529</td> </tr> </tbody> </table>		Breakdown	GAAP	IFRS	Op Labour	\$6,458	\$217,876	Eng Labour	\$262,189	\$5,366	Contractor	\$105,662	\$105,662	Material	\$234,300	\$234,300	Equipment	\$126,948	\$126,948	Other Cost			Recoverable	\$250,623	\$250,623	Total	\$484,934	\$439,529		
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		Project Authority Assigned to: _____ Assigned Date: _____ Completion Date: _____ Authorized By: _____																												

APPENDIX SEC 1-B

COLLECTIVE AGREEMENT
between

HALTON HILLS HYDRO INC.
Hereinafter referred to as the "LDC"

and

POWER WORKERS' UNION-CUPE LOCAL 1000
Hereinafter referred to as the "Union"

ARTICLE 01 - PREAMBLE AND PURPOSE

- 1.01 The general purpose of the Agreement is to maintain mutually satisfactory relations between the LDC and its employees. To provide orderly collective bargaining relations and to secure prompt and equitable disposition of complaints, with a view to maintaining mutually satisfactory hours, wages, working conditions, and efficient operation of the LDC's plant; under methods which will promote to the fullest possible extent, economy of operation, quality and effort, cleanliness of plant and protection of property, elimination of waste and safety to the employees. Both parties recognize a duty to cooperate in good faith, individually and collectively, for the advancement of these purposes.
- 1.02 Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if plural, feminine or masculine has been used where the context of the party or parties hereto so required.

ARTICLE 02 - RECOGNITION

- 2.01 The LDC recognizes the Union as the exclusive bargaining agent for negotiating wages, working conditions and hours of work on behalf of the Employees of the LDC as defined below:-

"All employees of Halton Hills Hydro Inc. save and except the President, Vice-President, Chief Financial Officer, Executive Assistant, Managers, non-working Foreman, Supervisors, summer students, and office staff employed for less than twenty-four (24) hours per week, constitute a unit of Employees appropriate for collective bargaining."

ARTICLE 03 - GOODWILL

3.01 The LDC agrees that it will not, in any manner, object to any employee being or becoming a member of the Union, and will not discriminate against such employee because of membership in said Union.

ARTICLE 04 - MANAGEMENT'S RIGHTS

4.01 Except as otherwise provided in this Agreement, nothing contained in this Agreement shall be deemed to limit the LDC in any way in the exercise of the regular and customary functions of Management. The Union recognizes the right of the LDC to operate and manage its business in all respects, in accordance with its commitments and responsibilities, to direct its work force including, but without restricting the generality of the foregoing, the right to hire, classify, transfer, promote, layoff and determine employee competence, the right to discipline, suspend, demote and discharge; to make and alter reasonable rules and regulations to be observed by employees provided that such rules and regulations shall not be inconsistent with the terms of this Agreement. The Union shall retain its right to grieve in case it feels Management has acted without just cause.

ARTICLE 05 - UNION SECURITY AND DUES REMITTANCE

5.01 The parties hereto mutually agree that current Union members shall maintain their membership and, that any new employee of the LDC defined in Article 2 will become a member in the Union.

5.02 In order that the LDC may have definite instructions as to what amounts are to be deducted for Union purposes, it is agreed that the Union shall promptly notify the LDC, in writing, of deductions to be made by the LDC for Union dues and, the LDC shall have the right to continue to rely on such written notification from the Union.

5.03 The LDC will deduct weekly from the wages of unionized employees, union dues as certified by the Union. The LDC will remit monies deducted, together with a list showing the names of the employees and amount deducted, to the Financial Officer, not later than the fifteenth (15th) day of the month, following the end of the month after the deductions.

In consideration of this deduction and forwarding service by Management, the Union agrees to indemnify Management for any liability arising from the deduction and forwarding of these weekly dues.

ARTICLE 06 - SENIORITY

- 6.01 Seniority shall be defined as the length of continuous service an employee has established with the LDC from the most recent date the employee entered the employ of the LDC.
- 6.02 A current seniority list shall be posted in January and July of each calendar year, and a copy will be provided to each steward.
- 6.03 A regular employee shall not be laid off as a result of the contracting out of bargaining unit work.
- 6.04 An employee shall lose his/her seniority and shall cease to be an employee of the LDC if he/she: -
 - a) terminates voluntarily,
 - b) is discharged and not reinstated,
 - c) is laid off for a period exceeding twelve (12) calendar months,
 - d) fails to report to work after a layoff within five (5) working days of recall, notice of which has been mailed, by registered mail, to the last address the employee has reported to Management,
 - e) is absent from work for five (5) or more working days without permission, unless the employee provides the LDC with documented evidence of unavoidable reasons for not reporting to work,
 - f) is absent from work because of illness or injury and is unable to return to work. In no case shall this period of time exceed twenty-four (24) months,
 - g) retires.
- 6.05 For a period of time not to exceed eighteen (18) months from the first day of illness or injury, the employee shall be eligible to return to the same job if capable of performing the required work. If unable to perform the required work, the employee shall be given initial consideration for any available job for which the employee is able and qualified to perform.

- 6.06 From the fifteenth (15th) month of and including the twenty-fourth (24th) month, the employee shall be given initial full consideration for any available job for which the employee is able and qualified to perform.
- 6.07 An employee shall have their seniority frozen if he/she is on any authorized absence, without pay, for a period exceeding thirty (30) calendar days.

ARTICLE 07 - EMPLOYEE CATEGORIES

- 7.01a) Temporary employees will not be employed as temporary employees for more than six (6) months in any twelve (12) consecutive month period. Temporary employees who are retained beyond a six (6) month period will be reclassified to regular status. The exception to this is where there is a requirement to replace an employee who is on leave of absence as defined in Article 16.05 (including extension of such leave). A temporary employee may be extended up to twelve (12) months, in the event of an employee absence due to long-term illness. These temporary employees who are retained beyond the twelve month period will be reclassified to regular status.
- 7.01b) Probationary employees are persons hired on trial to determine their suitability for continuing employment in regular positions. An employee shall be considered probationary for a period of six (6) calendar months. Having proven satisfactory by the end of this period, he/she will be credited with LDC service for the probationary period.
- 7.02 Temporary and probationary employees will not have recourse to the grievance procedure in cases of termination.
- 7.03 Probationary employees taken on staff will receive payment for recognized holidays during the period of their employment to that date and will also be permitted to accumulate allowable sick pay credits from date of employment, but will be excluded from MEARIE benefits during the probationary period.
- 7.04 Regular employees are persons who have satisfactorily served the probationary period. Classification as a regular employee does not imply an LDC obligation to provide continuous employment.

ARTICLE 08 - LOCKOUT OR STRIKES

- 8.01 The LDC agrees that it will not cause or direct a lockout of its employees from the execution date of this Agreement to the termination date thereof.
- 8.02 The Union agrees its members will not sanction or call a strike and shall refrain from any interruption of, or interference with, the operations of the LDC, from the execution date of this Agreement to the termination thereof.
- 8.03 Prior to assigning work where employees may encounter picket lines, the employer shall consult with the local PWU union representative. Time will be permitted for the union representative to communicate to the striking union, reasons why the picket lines might be crossed.

ARTICLE 09 - GRIEVANCE PROCEDURE

- 9.0 Any employee, who has been subjected to unfair treatment under the provisions of this Agreement, shall receive the right to seek redress according to Article 9, Grievance Procedure.
- 9.01 For the purpose of this Agreement, a dispute, claim or complaint which involves the interpretation or application of this Agreement, shall be considered to be fit matter for grievance and shall be dealt with, as specified.

The time limits for the processing of grievances shall be observed strictly by the parties, except in the case of mutual agreement to alter the time limits. All written notices referred to in this procedure shall include a statement of the following: -

- a) the grievance,
- b) the part of the Agreement that is involved and,
- c) the redress sought.

- 9.02 Grievances affecting more than one (1) employee or, any grievance brought forward by the LDC or the Union, or where difficulties arise between the LDC and the Union concerning the interpretation or general application of the Agreement which may be considered as a policy matter, shall be submitted in writing by either party within ten (10) working days of the alleged occurrence and shall be dealt with in the

manner provided in the grievance procedure commencing at Step 3.

9.03 It is the intention of the parties that the filing of policy grievances by the Union shall not be used to bypass the normal grievance procedure and will commence at Step 3.

9.04 a) As an alternative to Arbitration the parties may, by mutual agreement, agree to refer a grievance to a Mediator/Arbitrator as a means of settlement. The Mediator/Arbitrator shall be mutually agreed to by the parties and each party shall pay one half (1/2) of the expenses and remuneration of the Mediator/Arbitrator.

9.04 b)

STEP 1

Grievance shall first be presented by the grievor accompanied by the steward, if the grievor so desires, to the Supervisor immediately concerned. At this step, the grievance may be presented verbally or in writing, and must be presented within ten (10) working days of the occurrence that has given rise to the grievance.

STEP 2

Within four (4) working days of presentation of a written grievance notice, the Supervisor will discuss the matter with the Union steward. Failing settlement within four (4) working days of the discussion, the Union will be allowed four (4) working days in which to provide written notice to the President of a desire to proceed to Step 3.

STEP 3

Within four (4) working days of presentation of a written grievance notice, the President will discuss the matter with the Union Grievance Committee. Failing settlement within ten (10) working days of the discussion, the Union Grievance Committee will be allowed ten (10) working days to present written notice to the President of a desire to submit the matter to arbitration pursuant to the appropriate section of The Labour Relations Act of Ontario, and advising the name of its' nominee.

9.05 An international representative and/or a representative of Power Workers' Union CUPE Local 1000 may be present at any or all steps of the grievance or arbitration procedures to assist the local union.

- 9.06 No Board of Arbitration shall have the power to alter or change any of the provisions of this Agreement or, to substitute any new provision for any existing provision, or to provide a decision that is inconsistent with any term or provision of this Agreement.
- 9.07 Any decision rendered by an Arbitration Board may be based on consideration of all pertinent clauses in the Agreement.
- 9.08 Each party of this Agreement will bear the expenses and fee of its Arbitrator and the parties will share equally, the expenses and fee of the Chairman. The decision of a majority of the arbitrators will be accepted as final and binding on both parties.

ARTICLE 10.0 - WORKING HOURS

- 10.01 a) A normal working week for the A-1 employees is one of forty (40) hours; Monday to Friday inclusive. Hours of work shall be from 07:30 to 16:00 with one half-hour (1/2) for lunch. Lunch to be eaten on the job site or other agreed upon location.
- 10.01 b) A normal working week for the A-2 is one of thirty-five (35) hours, Monday to Friday inclusive. Hours of work shall be from 08:30 to 16:00 hours with one half (1/2) hour for lunch or from 08:30 to 16:30 hours with one (1) hour for lunch, as approved by the LDC.
- 10.01 c) Effective October 2nd, 2006 a normal working week for the A-3 is one of thirty-seven and one half hours (37.5) Monday to Friday inclusive. Hours of work shall be 08:00 to 16:00 hours with one-half (1/2) hour for lunch.
- 10.02 The foregoing definition of working hours shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

OVERTIME

- 10.03 Double time shall be paid for all work performed after the normal working hours.

MEALS

10.04 1) The LDC shall not require an employee to carry or provide more than one (1) meal on a day when work is performed.

2) If an employee is required to work overtime prior, one (1) hour or more, to his/her normal start time, and such overtime continues until the normal starting time, the LDC will pay the cost of the employee's meal or provide payment in lieu in the amount of \$10.00.

3) If an employee is required to continue working beyond a normal day, the LDC will provide the employee's meal or provide payment in lieu in the amount of \$10.00 after two (2) hours or more and every four (4) hours thereafter, while the employee continues working.

4) In the conditions outlined in 2 and 3 above, where practical, the LDC will allow the employee time to secure the meal and eat it, and where necessary, provide transportation for this purpose.

ON-CALL DUTY

10.05 a) On-call shall be defined as duties performed by qualified employees falling within the bargaining unit, outside of normal hours of work, Friday to Friday. Employees performing on-call duties shall receive \$175.00 effective date of ratification and \$180.00 effective April 1st, 2011 and \$185.00 effective April 1st, 2012.

b) On recognized holidays, the employee on call shall receive \$45.00 April 1st, 2008, plus pay at the appropriate rate for the duration of the contract.

c) On-call duties will normally be assigned to two (2) lines persons.

MINIMUM CALL-OUT

10.06 a) A minimum call-out of two (2) hours at the appropriate overtime rate shall be paid to employees who are called out to perform work. All call-outs within the two (2) hours shall be considered as one (1) call.

b) Minimum call-out pay will not be paid where the work involved is an extension of the normal work hours, or when the call-out is within one (1) hour of the normal starting time. Payment for such work will be at the appropriate overtime rate.

ARTICLE 11 - RECOGNIZED HOLIDAYS

11.01 Employees of the LDC will be entitled to payment of regular rate of pay for the following holidays, provided they have worked the full scheduled shifts which immediately precede and follow such holidays; unless the employee is absent because of:

- a) personal illness,
- b) any bereavement entitlement,
- c) any approved leave of absence.

11.02 Recognized holidays are as follows: -

- Good Friday
- Victoria Day
- Civic Holiday
- Thanksgiving Day
- Half of the last working day before Christmas Day
- Christmas Day
- Half of the last working day before New Years Day
- New Years Day
- Easter Monday
- Dominion Day
- Labour Day
- One (1) floater day
- Boxing Day
- Family Day

11.03 Should any of the holidays outlined above, fall on a Saturday or Sunday, the preceding working day shall be observed as the holiday.

ARTICLE 12 - VACATIONS

12.01 An employee having less than one (1) year of service in the current year shall be allowed a vacation credit of one (1) working day per month of service to a maximum of two (2) weeks vacation with pay.

An employee having one (1) year or more of continuous service in the current year will be entitled to two (2) weeks vacation with pay.

An employee will be entitled to three (3) weeks vacation with pay in the year in which three (3) years continuous service with the LDC is completed.

An employee will be entitled to four (4) weeks vacation with pay in the year in which nine (9) years continuous service with the LDC is completed.

An employee will be entitled to five (5) weeks vacation with pay in the year in which sixteen (16) years continuous service with the LDC is completed.

An employee will be entitled to five (5) weeks and two (2) days with pay in the year in which twenty (20) years continuous service with the LDC is completed.

An employee will be entitled to six (6) weeks vacation with pay in the year in which twenty-five (25) years continuous service with the LDC is completed.

12.02 Vacation qualification period shall be from January 01 to December 31 each year.

12.03 Employees shall indicate their vacation choice, in writing, to their Department Head by March 31st of each year, and the Department Head shall post a vacation list by April 15th. In scheduling vacation, preference will be given in order of seniority when submitted prior to March 31.

The LDC may not revoke an employee's scheduled holiday within fifteen (15) days prior to their vacation.

12.04 Where an employee is off work for three (3) or more consecutive months in a calendar year, the employee's vacation pay will be pro rated based on time worked, save and except for the pregnancy/adoption/parental leave period as governed by the Employment Standards Act.

12.05 Employees requiring to be hospitalized for one (1) or more days during a scheduled vacation, shall be entitled to substitute sick leave for the equivalent time hospitalized.

12.06 Where it is mutually agreeable, an employee may carry over a maximum of one (1) weeks vacation to the following year (to be taken by April 1st of that following year). Requests for carry over must be made prior to September 1st.

ARTICLE 13 - SICK PAY ALLOWANCE

Sick Pay Allowance shall be as follows: -

- 13.01 Sick leave credits will be allotted on the basis of one and a half (1½) days per month, for a total of eighteen (18) days per year and shall accumulate to two hundred (200) days.
- 13.02 An employee must use best effort to ensure that their illness is reported to Management prior to the employee's normal starting time. Sick pay benefits will be paid by the LDC due to an absence through illness or injury. After more than two (2) days, Management may require a Doctor's certificate stating the employee's fitness to return to work. After more than four (4) sick leave occurrences in any calendar year, the LDC may arrange and pay for a full functional abilities test confirming the employee's fitness to be at work and any restrictions to the employee performing their regular duties. The LDC will maintain the employee's wage rate during this process. The LDC will reimburse an employee for the standard cost of a Doctor's certificate upon proof of payment.
- 13.03 Sick pay credits are cumulative during the term of employment with the LDC.
- 13.04 Statement of the balance of days of sick pay credits Accumulated by each employee shall be given to each employee quarterly.
- 13.05 When a regular employee, through his/her employment by the LDC, suffers a disability which is compensable under the Workplace Safety and Insurance Board Act, the LDC agrees to maintain the wage rate of the employee involved for a period of twelve months. To be eligible for the benefits above, the employee shall endorse all benefit cheques received by them, from the Workplace Safety and Insurance Board and turn them over to the LDC.

ARTICLE 14 - MEDICAL PLAN AND PENSIONS

The LDC agrees to pay one hundred percent (100%) of the premium cost of the following benefits: -

- 14.01 Employer's Health Tax;
- 14.02 The medical/surgical health plan as per the current specifications of the MEARIE, or the equivalent. Vision coverage to \$400.00 per family member, every two (2) years including one eye exam every two (2) years (if not covered by OHIP).

- 14.03 A long-term disability plan or the equivalent;
- 14.04 MEARIE current O.D.A. fee schedule; orthodontics cap to \$2,500.00.
- 14.05 Every probationary and regular employee will enroll in the OMERS Pension Plan. Contributions to this plan are split on a 50/50 basis between the LDC and the employee.
- 14.06 The LDC shall continue to pay for a period of time not to exceed eighteen (18) months from the first day of sickness or injury, the premium for benefits in this article of the Agreement.
- 14.07 From the eighteenth (18th) month to, and including the twenty-fourth (24th) month, the premium for benefits in this article of the Agreement shall be paid by the employee.

ARTICLE 15 - PROMOTIONS & TRANSFERS, LAY-OFF & RECALL

- 15.01 Length of continuous service with the LDC will be given consideration in making promotions, lay-offs, transfers or re-employment.
- 15.02 In making promotions and transfers among applicants, Management will consider the qualifications, skills and capability of all applicants within the Bargaining Unit. Where the above factors are relatively equal among applicants in Management's opinion, seniority shall govern.
- 15.03a) In the case of lay-off and recall, the last employee hired shall be the first employee laid-off; provided the remaining employees are able to perform the work available. The first employee recalled shall be the last employee laid off, provided the employee is able to perform the work available.
- b) Any part-time employee working less than twenty-four (24) hours per week or any student will be laid off prior to any PWU member being laid off, providing the PWU member is capable of performing the work available. (The PWU member performing the work would maintain their employee status.) All PWU members will be recalled as per Article 15.03(a) prior to the hiring or recall of any part-time employee

working less than twenty-four (24) hours or any student, provided the employee is able to perform the work available.

15.04 a) Outside employees who are temporarily assigned to a higher classification for a period of four (4) or more hours shall receive the rate of pay for such classifications, while so assigned. In no case will any employee receive less than their wage rate while so temporarily assigned.

b) It is understood and agreed that with the small office force available, the LDC may fully and freely temporarily transfer its employees from one job classification to another job classification, to cope with and meet the demands of its customers and the work available. Where such temporary transfers extend beyond four (4) or more hours, the employee so transferred is to receive seventy (70) cents per hour or the hourly rate on the next wage progression of their own classification, whichever is greater, providing the increase does not exceed the top rate of pay for the temporary classification.

15.05

If any employee accepts a promotion outside of the bargaining unit and does not return to the bargaining unit within twelve (12) months of the date of the promotion, seniority within the bargaining unit will be lost for the purposes of layoff and recall only. If the employee returns on or before twelve (12) months, his/her seniority will continue to accrue from the date of promotion.

15.06 Notice of vacancies and of all newly created positions falling within the bargaining unit will be posted on the bulletin board for a period of five (5) working days and a copy will be provided to each steward. The notice will contain the particulars of the job, the deadline for applications, and the wage rate to be paid.

15.07 In Management's opinion, if there are not suitable applications from within the bargaining unit, Management reserves the right to make a selection from outside the unit or to withdraw the advertisement.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 Leave of absence with pay will be granted to any employee

for up to four (4) working days in order to arrange and/or attend the funeral in the event of the death of the employee's spouse, common-law spouse (includes same sex partner) or child.

- 16.02 Leave of absence with pay will be granted to any employee for up to three (3) working days in order to arrange and/or attend the funeral in the event of the death of the employee's: parent, brother, step-brother, sister, step-sister, parent-in-law, grandparents, sister-in-law, brother-in-law, grandparent-in-law, son/daughter-in-law and grandchildren.

With the foregoing provisions applying, one (1) day will be granted in the event of the death of uncles, aunts, nieces, or nephews.

- 16.03 Leave of absence with pay will be granted during working hours while discussing grievances arising out of the content of this Agreement with the Management or membership and the LDC. Permission for it must be obtained from Management in advance.

- 16.04 Leave of absence without pay may be granted to an employee to attend Union functions as an official delegate, provided one (1) week advance notice is given to the Supervisor.

- 16.05 The LDC agrees that representatives of the Bargaining Unit, involved in negotiations, shall receive full pay up until, but not including, conciliation and/or mediation utilizing the Ministry of Labour.

PREGNANCY, ADOPTION AND PARENTAL LEAVE

- 16.06 The LDC will operate in accordance with the Employment Standards Act.

- 16.07 Any employee desiring a leave of absence without pay may be granted such leave on reasonable notice to the LDC insofar as the regular operation of the department in which the employee is employed will permit. Any such leave of absence shall not exceed an amount, which in the opinion of the LDC, is reasonable. Benefits will be provided for any employee for any leave up to and including one (1) month duration. Approval for such leave should be requested one month prior to the date the leave is required. The LDC will make every effort to respond to the request within one (1) week. Where

an employee has requested a leave of absence, it is understood that Article 12.03 takes precedence.

FAMILY LEAVE

16.08 General Leave - when, in the LDC's judgement, the circumstances warrant such action, leave of absence, with pay, will be granted. This leave is based upon reasons of personal emergency, such as severe illness in the immediate family, which necessitates remaining home until adequate arrangements could be made for outside help, or being at close attendance at a hospital. Also, in cases where an employee is faced with the effects of a severe storm, flood or fire.

JURY DUTY

16.09 Leave of absence, with pay, will be granted to duly subpoenaed employees called upon to perform jury duties, or act as a witness.

ARTICLE 17 - FIRST AID AND SAFETY

17.01 Safety sessions for the outside employees shall be held once every month. A joint agenda shall be produced and posted. Minutes of the meeting will be recorded, posted and filed.

Safety sessions for the inside employees shall be held once every three (3) months. A joint agenda shall be produced and posted. Minutes of the meeting will be recorded, posted and filed.

17.02 In order that all its employees may be aware of the precautions to be taken against accidents, the LDC shall issue, to all outside employees covered by this Agreement, a copy of the rule book issued by the Infrastructure Health & Safety Association or the successor association.

17.03 Both parties are committed to the health and safety of all employees as demonstrated in Halton Hills Hydro Inc. Joint Health and Safety Policy. The LDC will provide Core Certification Training for the bargaining unit member. Certified Health and Safety Representatives have the unilateral right to stop unsafe work.

ARTICLE 18 - PAY DAYS

18.01 Wages of all employees covered by this Agreement shall be paid on a weekly basis no later than normal closing time on Wednesday, except when a recognized holiday is observed on a Monday, then the employee's wages will be paid and pay statement issued no later than normal closing time on Thursday. This payment will be by direct deposit to a maximum of three (3) accounts in a Canadian Financial Institution designated by the employee. The LDC is responsible for the cost of depositing these funds to the employee's account.

ARTICLE 19 - TOOLS AND EQUIPMENT

19.01 The LDC will supply the necessary tools, gloves and equipment to carry out the service. An employee must return the worn out or broken article in order to receive a replacement. The employee will be responsible for proper care of all such tools.

CLOTHING

19.02 a) Clothing allowances will be issued annually, in accordance with the LDC Clothing Policy - Appendix "C-1";

When it is necessary in any emergency for employees to work outside during wet weather, the LDC will supply rubber coats, hats and boots.

b) The LDC will arrange for the supply and cleaning of coveralls for the Mechanic.

c) Annual boot allowance to be included as outlined in Appendix C-1 for all A-1 employees required to wear protective footwear.

TRAINING COURSES

19.03 No overtime premiums for travelling time outside of normal hours shall be made in order to attend training courses. The principle for payment while attending training courses, will be to guarantee the employee's wage rate. Mileage will be paid as per LDC policy for travelling to and from the

training centre, plus payment for any meals during the travelling period.

ARTICLE 20 - GENERAL

INCLEMENT WEATHER

20.01 When, in the LDC's opinion, the weather is unduly adverse, alternative work may be assigned within the normal scheduled hours of work. The intent of this provision is to protect the employee from potential health and safety risks.

20.02 It is understood, the above stipulations will not prevail under emergency conditions.

CORRESPONDENCE

20.03 All correspondence between the Parties, arising out of this Agreement, or incidental thereto, shall pass to and from the President of the LDC, with a copy to the appropriate Department Head, Utility Steward and the Executive Assistant.

ARTICLE 21 - WAGE CLASSIFICATIONS

21.01 The wage rates and classifications of employees covered by this Agreement shall be those shown in Appendix "A1", "A2" and "A3" attached hereto, and forming an integral part of this Agreement.

21.02 The Employer shall prepare a new job description wherever the duties of a job change. When the duties of any job are significantly changed or increased, or where the Union/Employee feels that a job is unfairly or incorrectly classified, or when a new job is created, the wage rate shall be subject to negotiations between the LDC and the Union.

21.03 Progression shall be based on the qualifications as established in Appendix A1, A2 and A3, providing the employee has qualified themselves to the satisfaction of Management.

21.04 Should an employee not be progressed in accordance with Appendix A1/A2/A3, the Management of the LDC shall make it known to the employee(s) the reasons so that he/she can be in a better position to make every effort to improve.

21.05 A re-evaluation of progression, will be made six (6) months

from the date of the first interview. Should an employee not be able to improve, to the satisfaction of the President or LDC, the LDC will have the right to dismiss him/her or assign him/her to other duties, if available, for which he/she is qualified.

ARTICLE 22 - COPIES OF AGREEMENT

22.01 The LDC shall have printed, sufficient copies of the Agreement, in booklet form, within thirty (30) days of signing. Both parties agree to share the cost equally.

ARTICLE 23 - DURATION OF AGREEMENT

23.01 This Agreement shall come into effect on the first (1st) day of April 2010 and shall remain in effect until the thirty-first (31st) day of March 31, 2013 and thereafter from year to year, unless either party gives notice of a desire to revise this Agreement; and the reply to such notice must include a written presentation of any proposed revisions.

ARTICLE 24 - MID-TERM AGREEMENTS

24.01 Working conditions during this term of the Agreement shall be outlined in this Agreement and any Mid-Term Agreement(s). A Mid-Term is a modification of the Collective Agreement executed by the parties in the following format, during the term of the Collective Agreement.

(sample to follow)

MID-TERM AGREEMENT

TITLE

NUMBER

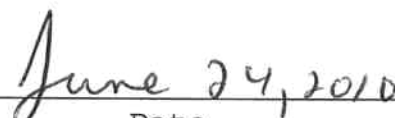
DATE

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

Halton Hills Hydro Inc.

Power Workers Union

COLLECTIVE AGREEMENTBetweenHALTON HILLS HYDRO INC.AndPOWER WORKERS' UNION
CUPE LOCAL 1000April 1st, 2010 - March 31st, 2013

SIGNATURE PAGE
Halton Hills Hydro Inc.
Power Workers' Union
Date

APPENDIX

APPENDIX A-1	-	40 Hour Wage Rates
APPENDIX A-2	-	35 Hour Wage Rates
APPENDIX A-3	-	37.5 Hour Wage Rates
APPENDIX B	-	Flex Time
APPENDIX C	-	Clothing Policy
APPENDIX C-1	-	Addendum to Appendix "C"
APPENDIX D	-	Lieu Time – Letter of Understanding
APPENDIX E	-	Job Share
APPENDIX F	-	Christmas Shutdown
APPENDIX G	-	On-Call Duty
APPENDIX H	-	Hours of Work Alternative – Line Section
APPENDIX I	-	Letter of Understanding – Mechanic

APPENDIX 'A-1'

40 HOUR WAGE RATES

Position		Increase Apr 1/2010	Increase Apr 1/2011	Increase Apr 1/2012
LINE SECTION		2.9%	2.9%	2.9%
Foreman	37.01	38.37	39.77	41.22
Sub Foreman*	35.03	36.32	37.64	39.01
Journeyman	33.04	34.26	35.51	36.80
Fourth Year	30.50	31.64	32.81	34.02
Third Year	26.43	27.45	28.50	29.58
Second Year	24.86	25.84	26.85	27.89
2nd Six Months	21.51	22.39	23.30	24.23
Starting Rate	18.17	18.95	19.76	20.59

DISPATCH CLERK

2 1/2 years	25.36	26.10	26.86	27.64
18 months	24.07	24.77	25.49	26.23
1 year	22.79	23.45	24.13	24.83
after six months	21.54	22.16	22.80	23.46
starting rate	20.24	20.83	21.43	22.05

ENGINEERING COORDINATOR

2 1/2 years	33.05	34.01	35.00	36.02
18 months	31.39	32.30	33.24	34.20
1 year	29.75	30.61	31.50	32.41
after six month	28.10	28.91	29.75	30.61
starting rate	26.44	27.21	28.00	28.81

ENERGY SERVICES COORDINATOR

2 1/2 years	30.85	31.74	32.66	33.61
18 months	29.28	30.13	31.00	31.90
1 year	27.75	28.55	29.38	30.23
after six month	26.20	26.96	27.74	28.54
starting rate	24.66	25.38	26.12	26.88

SERVICE LAYOUT PERSON

2 1/2 years	26.43	27.20	27.99	28.80
18 months	25.11	25.84	26.59	27.36
1 year	23.75	24.44	25.15	25.88
after six month	22.47	23.12	23.79	24.48
starting rate	21.13	21.74	22.37	23.02

MAPPING/DRAFTSPERSON

2 1/2 years	23.49	24.17	24.87	25.59
18 months	22.29	22.94	23.61	24.29
1 year	21.13	21.74	22.37	23.02
after six month	19.95	20.53	21.13	21.74
starting rate	18.80	19.35	19.91	20.49

ENGINEERING CLERK

2 1/2 years	25.36	26.10	26.86	27.64
18 months	24.07	24.77	25.49	26.23
1 year	22.79	23.45	24.13	24.83
after six month	21.54	22.16	22.80	23.46
starting rate	20.24	20.83	21.43	22.05

NOTE: Sub Foreman's top wage is calculated at 6% above the top journeyman wage.

NOTE: Construction Foreman's top wage is calculated at 12% above the top journeyman wage.

Position		Increase Apr 1/2010	Increase Apr 1/2011	Increase Apr 1/2012
METER TECHNICIAN		2.9%	2.9%	2.9%
2 1/2 years	33.04	34.26	35.51	36.80
18 months	31.43	32.60	33.80	35.04
1 year	29.76	30.88	32.03	33.22
after six months	28.10	29.17	30.27	31.41
starting rate	26.44	27.46	28.51	29.59

MECHANIC

2 1/2 years	30.19	31.07	31.97	32.90
18 months	28.76	29.59	30.45	31.33
1 year	27.31	28.10	28.91	29.75
after six month	25.88	26.63	27.40	28.19
starting rate	24.43	25.14	25.87	26.62

SENIOR ENGINEERING TECHNICIAN

2 1/2 years	34.33	35.33	36.35	37.40
18 months	32.61	33.56	34.53	35.53
1 year	30.89	31.79	32.71	33.66
after six month	29.19	30.04	30.91	31.81
starting rate	27.46	28.26	29.08	29.92

ENGINEERING TECHNICIAN

2 1/2 years	30.19	31.07	31.97	32.90
18 months	28.76	29.59	30.45	31.33
1 year	27.31	28.10	28.91	29.75
after six month	25.88	26.63	27.40	28.19
starting rate	24.43	25.14	25.87	26.62

STORES/BUYER

2 1/2 years	26.75	27.53	28.33	29.15
18 months	25.42	26.16	26.92	27.70
1 year	24.09	24.79	25.51	26.25
after six month	22.74	23.40	24.08	24.78
starting rate	21.42	22.04	22.68	23.34

CUSTODIAN - see Appendix 'B'

2 1/2 years	23.24	23.91	24.60	25.31
18 months	22.08	22.72	23.38	24.06
1 year	20.92	21.53	22.15	22.79
after six month	19.75	20.32	20.91	21.52
starting rate	18.60	19.14	19.70	20.27

Labourer

2 1/2 years	23.24	23.91	24.60	25.31
18 months	22.08	22.72	23.38	24.06
1 year	20.92	21.53	22.15	22.79
after six months	19.75	20.32	20.91	21.52
starting rate	18.60	19.14	19.70	20.27

MASTER ELECTRICIAN

Journeyman	33.04	34.26	35.51	36.80
Fourth Year	30.50	31.64	32.81	34.02
Third Year	26.43	27.45	28.50	29.58
Second Year	24.86	25.84	26.85	27.89
2nd Six Months	21.51	22.39	23.30	24.23
Starting Rate	18.17	18.95	19.76	20.59

APPENDIX 'A-2'

35 HOUR WAGE RATES

Position		Increase Apr 1/10 2.9%	Increase Apr 1/11 2.9%	Increase Apr 1/12 2.9%
CASHIER				
2 1/2 years	23.24	23.91	24.60	25.31
18 months	22.08	22.72	23.38	24.06
1 year	20.92	21.53	22.15	22.79
after six months	19.75	20.32	20.91	21.52
starting rate	18.60	19.14	19.70	20.27

CUSTOMER SERVICE REPRESENTATIVE

2 1/2 years	25.36	26.10	26.86	27.64
18 months	24.07	24.77	25.49	26.23
1 year	22.79	23.45	24.13	24.83
after six month	21.54	22.16	22.80	23.46
starting rate	20.24	20.83	21.43	22.05

ACCOUNTING COORDINATOR

2 1/2 years	27.80	28.61	29.44	30.29
18 months	26.43	27.20	27.99	28.80
1 year	25.04	25.77	26.52	27.29
after six month	23.64	24.33	25.04	25.77
starting rate	22.24	22.88	23.54	24.22

ACCOUNTS PAYABLE CLERK

2 1/2 years	25.36	26.10	26.86	27.64
18 months	24.07	24.77	25.49	26.23
1 year	22.79	23.45	24.13	24.83
after six month	21.54	22.16	22.80	23.46
starting rate	20.24	20.83	21.43	22.05

Position		Increase Apr 1/10 2.9%	Increase Apr 1/11 2.9%	Increase Apr 1/12 2.9%
BILLING COORDINATOR				
2 1/2 years	30.19	31.07	31.97	32.90
18 months	28.76	29.59	30.45	31.33
1 year	27.31	28.10	28.91	29.75
after six month	25.88	26.63	27.40	28.19
starting rate	24.43	25.14	25.87	26.62

BILLING REPRESENTATIVE

2 1/2 years	26.75	27.53	28.33	29.15
18 months	25.42	26.16	26.92	27.70
1 year	24.09	24.79	25.51	26.25
after six month	22.72	23.38	24.06	24.76
starting rate	21.42	22.04	22.68	23.34

ACCOUNTING/PAYROLL CLERK

2 1/2 years	26.75	27.53	28.33	29.15
18 months	25.42	26.16	26.92	27.70
1 year	24.09	24.79	25.51	26.25
after six month	22.72	23.38	24.06	24.76
starting rate	21.42	22.04	22.68	23.34

APPENDIX 'A-3'

37.5 HOUR WAGE RATES

INFORMATION SYSTEMS ANALYST

2 1/2 years	33.04	34.00	34.99	36.00
18 months	28.76	29.59	30.45	31.33
1 year	27.31	28.10	28.91	29.75
after six month	25.88	26.63	27.40	28.19
starting rate	24.43	25.14	25.87	26.62

FINAL REVISION June 16th, 2010, reflecting change to equalize Mechanic & Billing Co-ordinator with Eng. Tech Jr.

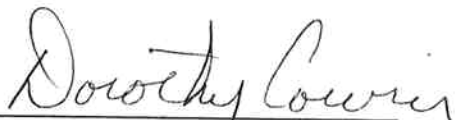
MID TERM AGREEMENT

TITLE: Flex Time
NUMBER: 2010-01
DATE: March 9, 2010

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

- The opportunity to work flex time shall be by mutual agreement between the employee and the management supervisor.
- Flex time agreement is driven by individual departmental needs and/or requirements and may not be appropriate for all departments;
- Flex time is on an hour-for-hour basis based on the employee's normal straight time hours.
- Flex time may include flex start and stop times, compressed work week, summer hours etc.
- Operational effectiveness shall not be reduced as a result of a flex time arrangement.
- This Mid Term may be revoked by either party with 30 days' written notice.


Halton Hills Hydro Inc.


Power Workers' Union

APPENDIX "C"

HALTON HILLS HYDRO INC.

POLICIES, PROCEDURES AND DIRECTIVES

Section title	<i>GENERAL</i>	Date issued	<i>June 3rd, 1991</i>
Subject	<i>Clothing Policy</i>	Date revised	<i>July 11th, 2001</i>
Ref. No.	<i>GEN 005</i>	Originator	<i>Kurt Durski</i>

Employees are required to perform their duties properly attired, for the reasons of safety and personal appearance.

The clothing will be supplied annually; the care and replacement of the provided articles of clothing will be the sole responsibility of the employee within each calendar year of issue. Employees will provide their sizing by May 1st of each year and will be ordered within five (5) days; and issued immediately upon receipt.

If an employee performs work out of uniform, the employee shall be sent home without pay until they return in full uniform.

Shorts or ripped uniforms will not be tolerated and any infraction of this policy will result in the above-mentioned consequences.

The annual issue of clothing shall be initiated upon the return of old uniforms. The LDC agrees to supply the following items of clothing to the listed departments: -

Line Department	2 smocks, 2 overalls annually, and 1 pair insulated overalls every two years, 3 shirts, and 2 pants.
Meter Department	1 smock, 1 overalls, 3 shirts, and 2 pants.

Layout & Locates,
Custodian

1 smock,
1 overalls,
3 shirts, and
2 pants.

Storeskeeper

1 smock,
1 overalls,
3 shirts, and
2 pants.

Mechanic

3 shirts,
2 pants, and
coverall to be contracted.

Engineering **

1 smock,
1 overalls,
1 shirt, and
1 pants.

** to be replaced when worn out.

No other personnel shall be provided with clothing of any sort.

These items of clothing shall be provided over and above the normal rainwear and protective clothing requirements.

Management shall determine what type of clothing will be provided to the employees, and there will be no trading off for different articles of clothing.

President






APPENDIX "C-1" – ADDENDUM TO APPENDIX "c"
MID-TERM AGREEMENT

Date: March 10, 2010
Reference to: 19.02(a), 19.02(c) and Appendix "C"

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

- For the duration of the current Collective Agreement, Article 19.02(a) and 19.02(c) will no longer apply to ~~the Line Department, Metering Department and the Locates/Layout Department;~~ **employees on Appendix A-1**
- Adding Article 19.02(d) "When it is necessary in any emergency for employees to work outside during wet weather, the LDC will supply rubber coats, hats and boots;
- The LDC will cover the costs up to a maximum of ~~\$1,000.00~~ **& \$1,025.00; April 1, 2011 \$1050.00; April 1, 2012 \$1075.00** per employee (including applicable taxes) for the Lines Department and, up to a maximum of ~~\$700.00~~ **\$715.00; April 1, 2011 \$730.00; April 1, 2012 \$745.00** per employee (including applicable taxes) for the Metering and Locates/Layouts Department, **and up to a maximum of \$505.00; April 1, 2011 \$510.00; April 1, 2012 \$515.00 per employee (including applicable taxes) for Stores, Engineering and Mechanic,** for the purchase of approved FR rated clothing and work boots (that meet or exceeds current legislation);
- In order to receive reimbursement for the purchase of work boots original receipts must be submitted to the immediate Supervisor for approval;
- The clothing will be ordered once per year, and arrangements will be made to have the supplier come in during the first week of May and all orders will be taken that day;
- This will be the work uniform with a HHH logo – no other clothing will be worn or the employee will be sent home, without pay, to change and return to work;
- ~~With regard to the other departments included in Appendix "C", their allowance will be based on the clothing allotment stipulated therein;~~
- Any amount spent by the employee over the above-noted agreed-upon dollar amount, the employee will be notified of the amount, which will be deducted from the employee's subsequent pay; and
- This agreement can be terminated by either party with 30 days written notice.


Halton Hills Hydro Inc.


Power Workers' Union

APPENDIX D

LETTER OF UNDERSTANDING - LIEU TIME

This Letter of Understanding will constitute part of the Memorandum of Settlement, as amended.

1. General


All employees will be permitted to take time off in lieu of overtime pay, on a one (1) hour worked for one and a half (1.5) hours off basis, at a time mutually convenient to Management and the Employee.

2. Duration

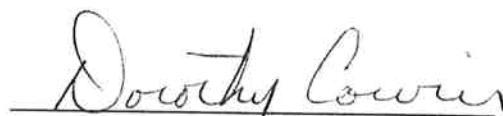
The program will run until the end of the current Agreement.

3. Operating Terms

- a) Banked overtime may not exceed five (5) days at any given time.
 - b) Banked overtime may not exceed ten (10) days in any calendar year.
4. Employees electing lieu time in place of overtime pay must do so prior to time sheets being submitted by their Supervisor.
5. The minimum time that an employee may take off in lieu is one (1) hour.



President & CEO



Power Workers' Union

APPENDIX E

DATED: November 3rd, 1997

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

Job Sharing at Halton Hills Hydro Inc.

Job sharing is a unique arrangement that requires a high level of cooperation and compatibility between the two individuals.

Because of these dynamics, the LDC and the Union feel that it is best left to individual employees to find an appropriate partner and establish an acceptable arrangement between them before approaching Management. The arrangements should be formalized in a Job Share Agreement which would cover issues such as hours of work, vacation coverage, etc.

1. Any action related to the concept of "job sharing" is intended to be mutually beneficial for all those involved. Although the words "job sharing" commonly describe the intent of this program, it is understood that officially, the LDC is agreeing to employ regular job-share employees subject to the principles and guidelines noted below and the most current Collective Agreement.
2. Participants in the job share program are responsible to Management, not to each other.
3. Job share employees shall be granted the pro-rated credit for seniority, statutory holidays, sick leave allowance and vacation pay, based on their hours worked. Proration of time based benefits will only be considered if the ratio of hours worked exceeds 50:50 in any calendar year and any resulting change must be accepted by all parties involved, including the Union, Management and job share participants. Employees may be still belong to the OMERS Pension Plan as per the OMERS Pension Plan rules.

Example: Employee has worked 3 years with the LDC.

Employee works 17.5 hours per week.

Employee would receive 3 calendar weeks vacation at 17.5 hours pay per week.

4. Any additional costs (ie Union dues) created by the job share program shall be paid by those employees participating in the program who created the extra cost. All premium based benefits shall be available to job share employees on a basis equal to regular employees, subject to the job share employees paying any added costs and subject to any restrictions which may be imposed by the carriers.

It is intended that the job share participants will each pay 50% of the premium based benefits, such as extended health, dental, vision and LTD plans, regardless of the actual hours worked. The intent is to avoid using hours worked to prorate the employee's share of the premium costs as this could result in the LDC paying more than the equivalent of one full time employee. The 50% of the premium costs will be deducted from the job share participants pay. If the employee elects not to pay the 50% cost of the premium based benefits, such as extended health, dental, vision, and LTD plans, no coverage is provided. If the employee elects coverage they are entitled to 100% of the coverage offered by the carrier. The employee has the option to opt back into the plan as per the "regular" full time employees provided the carrier allows it. NOTE: There will be no Long Term Disability coverage as the current Long Term Disability Plan provided by the employer does not apply to persons working less than 20 hours per week for the employer

Example: Employee works 20 hours per week (2.5 x 8 hours in a 40 hour week). 50% of the premium cost of the health plan will be deducted from the employee's pay.

Employee works 17.5 hours per week (2.5 x 17 hours in a 35 hour week). 50% of the premium cost of the health plan will be deducted from the employee's pay.

5. The intent of the job share program is to have two employees share equally in a single full time job. It is intended that participating employees will work $\frac{1}{2}$ of the normal hours and the sum of hours is equal to a full time job. It is recognized, however, that this may not be practical during short-term periods. No job share employee shall work less than 40% of the full time hours. Therefore the minimum job split shall be:
- 40% - 60% during the first or second 6 months of the calendar year
 - 50% - 50% over the calendar year (+ / - complete regular working days (ie) 7 or 8 hours

6. As a principle, overtime and pay shall be allocated in the same manner as if only one person was in the job. Therefore, an employee participating in the job share program may be required to work more than the normal working hours in a day with overtime hours paid at the overtime rate. No different treatment than full time employees.

Example:

In a 40 hour work week where the job split is 50/50, each employee would work 20 hours. Any hours worked beyond the 20 hours would require overtime payment.

In a 35 hour work week where the job split is 50/50, each employee would work 17.5 hours. Any hours worked beyond the 17.5 hours would require overtime payment.

When a statutory holiday falls in a 35 hour work week, 7 hours will be deducted from 35 hours. Job share partners will split the balance of the time for the week. 3.5 hours of statutory holiday pay will be paid to each job share employee. Paid statutory days will be split 50/50.

Example:

-35 - 7 = 28 hrs / 2 = 14 working hours/job share employee

-7 hrs. stat/2=3.5 hours statutory holiday pay/job share employee

7. Job share employees who do not meet the time worked requirements shall be treated the same as a regular employee who was absent from the job.
8. To obtain a full time position in the future, a job share employee would have to be the successful applicant to an advertised position in compliance with the selection process of the Collective Agreement. *(except for situations arising from # 10)*
9. Each participant in the job share program is entitled to union membership and voting privileges and must pay union days.
10. Due to the dynamics of job share, the parties consider it appropriate to set a maximum of 6 months as the initial length of the job share arrangement to allow all concerned an opportunity for a trial period. Before the end of that period, an agreement amongst all parties must be made as to the course of the job share arrangement.

In cases of permanent job share, the job share partners are locked into their decision until they successfully apply to another position, leave the employ of the LDC etc. At that time, the remaining partner is required to undertake the job share position on a full time basis, with 30 days notice. Other attempts to find a job share partner may allow a continuance of the job share arrangement, but every job share partner should recognize the possibility of being required to work full time, as outlined. If another job share partner is found, this new arrangement is subject to a trial period.

If, at the end of the six month period, the job share agreement is discontinued, both partners would revert back to their pre-job share positions on a full-time basis.

11. Backfilling arrangements are to be discussed in advance and included in the job share agreement. It is appropriate to have job share partners backfill behind one another when on vacation, but not appropriate to insist on backfilling in sick leave situations etc., thereby creating a form of on-call.


For any long-term absence, the employer will give first consideration to the other partner for an increased work week up to and including regular full time. Remuneration will be on a regular time basis, not overtime. Otherwise, the employer may fill the vacancy as they deem appropriate. When a partner agrees to work full time, they are entitled to all rights and privileges of the Collective Agreement during the full time period. (ie) no proration.

12. Job share employees shall schedule appointments during their own time, whenever possible.
13. Management reserves the right to limit the number and types of positions acceptable for job share.
14. If the two pre-positions of the job share applicants are not of the same wage classification or scale, then the job share position shall be the position that is at the lower wage.
15. If there are more than two applicants for a job share, first consideration will be given to the senior qualified applicant(s).
16. Applicants for job share will be selected from the regular full-time members of the bargaining unit.

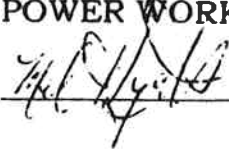
HALTON HILLS HYDRO INC. JOB SHARE AGREEMENT

Dated: 2003-06-24

HALTON HILLS HYDRO INC.



POWER WORKERS UNION





APPENDIX F

Halton Hills HYDRO

Number: H-2

Date: February 8th, 1996

Revised: June 20th, 2001
November 1st, 2004
December 1st, 2004
March 10, 2010

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

Christmas Shutdown

1. **Purpose and Term:** That Halton Hills Hydro Inc. will close for the period between Christmas and New Years. More specifically, for the 2.5 days in between the Christmas/Boxing Day and the New Years holiday. That this closure will be done on a trial basis for 1996 and extended year by year unless either party gives notice to terminate.
2. **Method:** All employees will be afforded the opportunity to work overtime in order to bank sufficient lieu time and be allowed to apply vacation time, time-off earned in lieu of overtime, or leave of absence toward the days of the closure.
3. **On-Call Staff:** The on-call staff would be excluded from the Christmas Shutdown and would be required to work the days between Boxing Day and New Years Eve at their regular rate of pay.
4. **Banked Lieu Time:** That banked lieu time would be extended from two (2) days to four (4) days as required.
5. **Joint Committee:** The parties agree to convene a joint committee consisting of 2 PWU and 2 Management reps to review the coverage for the 2.5 days between Christmas and New Year's. The Committee will meet during 2010 and make recommendations that will commence Christmas 2011.
6. **Notice to Terminate:** This Mid-Term Agreement can be terminated by either party at any time with one (1) month's written notice.

Halton Hills Hydro Inc.

Power Workers Union

APPENDIX G

Number: H-3

Date: April 25th, 2000

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

On-Call Duty

1. If a recognized holiday falls and is observed on the changeover day (Friday), the employee coming on-call will start his on-call week on the day prior to the recognized holiday. In such instances, the employee going off-call on Thursday shall receive 6/7 of the on-call allowance for that week; and the employee coming on-call Thursday shall receive 8/7 of the on-call allowance for that week.
2. A paging device will be supplied on the understanding that employees on-call shall remain within thirty (30) kilometers of the Service Centre and keep the Answering Service informed as to where they can be reached by telephone.
3. **Notice to Terminate:** This Mid-Term Agreement can be terminated by either party at any time with one (1) month's written notice.



Halton Hills Hydro Inc.

2003-06-24

Date



Power Workers' Union

2003-06-24

Date


APPENDIX - H

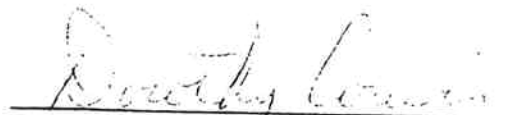
LETTER OF UNDERSTANDING

HOURS OF WORK ALTERNATIVE – LINE SECTION

Employees in the Line Section required to work in the field between Victoria Day and Labour Day will normally be required to take their lunch breaks on the job and in doing so will be paid for 20 minutes of the break period (hours of work shall be Monday to Friday from 0730 hours to 1530 hours). Employees may continue this practice where mutually agreeable between Labour Day and Victoria Day.

This Letter of Understanding can be terminated by either party at any time with one (1) month's written notice.


Halton Hills Hydro Inc.


Power Workers Union



Date

APPENDIX - I

LETTER OF UNDERSTANDING

MECHANIC

The mechanic will be paid an additional 15% premium for all work performed on town vehicles. This premium is pensionable under the employees' pension plan.


Halton Hills Hydro Inc.


Power Workers' Union


Date

APPENDIX SEC 1-C



Central Ontario Commercial Banking Group
89 Broadway Street
Orangeville, ON
L9W 1K2

Telephone No.: 519-941-1850 ext 280
Fax No.: (519) 941-9061

December 23, 2009

Halton Hills Hydro Inc.
43 Alice St
Acton, ON
L7J 2A9

Attention: Art Skidmore

We are pleased to offer the Borrower the following credit facilities (the "Facilities"), subject to the following terms and conditions.

BORROWER

Halton Hills Hydro Inc. (the "Borrower")

LENDER

The Toronto-Dominion Bank (the "Bank"), through its Central Ontario Commercial Banking Centre branch in Orangeville, Ontario.

CREDIT LIMIT

- 1) CDN\$ 3,500,000
- 2) CDN \$4,000,000
- 3) CDN \$4,000,000 as reduced pursuant to the section headed "Repayment and Reduction of Amount of Credit Facility".

**TYPE OF CREDIT
AND BORROWING
OPTIONS**

- 1) **Operating Loan** available at the Borrower's option by way of:
 - Prime Rate Based Loans in CDN\$ ("Prime Based Loans")
 - Bankers Acceptances in CDN\$ or US\$ ("B/As")
 - Letters of Credit in CDN\$ or US\$ ("L/Cs")
 - Stand-by Letters of Guarantee in CDN\$ ("L/Gs")
- 2) **Interim Demand Loan** available at the Borrower's option by way of:
 - Prime Rate Based Loans in CDN\$ ("Prime Based Loans")
 - Bankers Acceptances in CDN\$ or US\$ ("B/As")

A handwritten signature, possibly 'R', in black ink.

- 3) **Committed Term Facility (Single Draw)** available at the Borrower's option by way of:
- Floating Rate Term Loan(s) available by way of:
 - Prime Rate Based Loans in CDN\$ ("Prime Based Loans")
 - Bankers Acceptances in CDN\$ or US\$ ("B/As")

PURPOSE

- 1) To finance working capital requirements including IESO Prudential requirements
2) To finance smart meter implementation (hardware and installation).
3) To takeout Facility #2.

TENOR

- 1,2,) Uncommitted
3) Committed

**CONTRACTUAL
TERM**

- 1,2) No term
3) 1 year

AMORTIZATION

- 3) Maximum 15 years

**INTEREST RATES
AND FEES**

Advances shall bear interest and fees as follows:

- 1) **Operating Loan:**
- Prime Based Loans: Prime Rate + 0.00% per annum
 - B/As: Stamping Fee at 1.00% per annum
 - L/Cs: As advised by the Bank at the time of issuance of the L/C
 - L/Gs: .050% per annum
- 2) **Interim Demand Loan:**
- Prime Based Loans: Prime Rate + 0.00% per annum
 - B/As: Stamping Fee at 1.25% per annum
- 3) **Committed Term Facility:**
- Floating Rate Term Loans available by way of:
 - Prime Based Loans: Prime Rate + 0.00% per annum
 - B/As: Stamping Fee at 1.40% per annum

For all Facilities, interest payments will be made in accordance with Schedule "A" attached hereto unless otherwise stated in this Letter or in the Rate and Payment Terms Notice applicable for a particular drawdown. Information on interest rate and fee definitions, interest rate calculations and payment is set out in the Schedule "A" attached hereto.

 2