



March 12, 2018

Ms. Kirsten Walli
Board Secretary
Ontario Energy Board
27th Floor/ P.O. Box 2319
2300 Yonge St.
Toronto, ON M4P 1E4

Dear Ms. Walli:

**Re: 2018 IRM Electricity Distribution Rate Application,
Memorandum of Agreement regarding Pay Equity Maintenance – Redacted
Halton Hills Hydro Inc.,
Board File no. EB-2017-0045**

Halton Hills Hydro Inc. (“HHHI”) hereby submits the redacted Memorandum of Agreement regarding Pay Equity Maintenance as per Ontario Energy Board Procedural Order 4, dated March 9, 2018, in proceeding EB-2017-0045. The Agreement has been filed through RESS, electronically mailed to intervenors on record in proceed EB-2017-0045.

HHHI has couriered two (2) hardcopies of the pdf document to the Board offices and one (1) hardcopy to Mr. Rubenstein as requested in the intervenor request.

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 208, or Tracy Rehberg-Rawlingson, Regulatory Affairs Officer, at tracyr@haltonhillshydro.com or (519) 853-3700 extension 257.

Sincerely,

(Original signed)

David J. Smelsky, CPA, CMA
Chief Financial Officer, HHHI

Cc: Arthur A. Skidmore, President & CEO, HHHI
R. King, Osler, Hoskin & Harcourt LLP
Intervenors on record in proceeding EB-2017-0045

Appendix A

THIS MEMORANDUM OF AGREEMENT DATED FEBRUARY 2, 2017

BETWEEN:

HALTON HILLS HYDRO

(the "Employer")

- and -

POWER WORKERS' UNION, CUPE LOCAL 1000

(the "Union")

MEMORANDUM OF AGREEMENT REGARDING PAY EQUITY MAINTENANCE

WHEREAS it is part of the Employer's and the Union's (the "Parties") vision to create a work environment that promotes equality and fairness for all jobs, with sensitivity to issues around gender bias and the undervaluing of female job classes, through policy and administration that is seen as necessary, effective and fair and, in accordance with the required Pay Equity Legislation;

AND WHEREAS the Parties will maintain pay equity for the employees and ensure compliance with the *Pay Equity Act* in a timely and practical manner;

AND WHEREAS the Parties jointly implement a gender-neutral pay equity plan that includes the evaluation of the four main factors of Skill, Effort, Responsibility and Working Conditions;

AND WHEREAS any pay equity adjustments to compensation rates will be deemed to be incorporated into, and form part of the collective agreement effective December 31, 2016. This will be paid by the Employer over and above normal wage increases negotiated in collective bargaining. No employee will have their wages reduced or frozen as a result of this Memorandum;

NOW THEREFORE the Parties agree as follows:

1 Retroactive Pay Equity Maintenance Payments

1.1 All retroactive pay equity maintenance payments will be calculated based where the employee is in the progression of his/her salary wage grid and on the values illustrated in Exhibit 1 to this Memorandum. For clarity, the values in Exhibit 1 illustrate pay equity adjustments assuming a full year of service (hours worked of either 2080 or 1820 hours annually) as well as the maximum

wage rate on the salary grid. Actual pay equity adjustments paid will be determined based on actual hours worked and the incumbents' positioning within the salary wage grid.

- 1.2 All retroactive pay equity maintenance payments for the years 2012, 2013 and 2014 will be paid at the end of the first quarter of 2017 (March 31, 2017).
- 1.3 All retroactive pay equity maintenance payments for the years 2015 and 2016 will be paid at the end of the first quarter of 2018 (March 31, 2018).
- 1.4 Attached as Exhibit 2 to this Memorandum is a summary of the wage rates following the adjustments referred to in 1.2 and 1.3 herein.

2	[REDACTED]
2.1	[REDACTED]
2.2	[REDACTED]
2.3	[REDACTED]
3	[REDACTED]
3.1	[REDACTED]
3.2	[REDACTED]
3.3	[REDACTED]
4	[REDACTED]
4.1	[REDACTED]
4.2	[REDACTED]
4.3	[REDACTED]
4.4	[REDACTED]

5 Pay Equity Maintenance Review Process

5.1 This Memorandum fully satisfies all issues pertaining to pay equity payments and pay equity payment calculation up to and including January 1, 2017. No other proposal, agreement, terms of reference, or past practice shall apply in respect thereof.

5.2 In the event that any provisions of this Memorandum or parts thereof shall be deemed void or invalid by a tribunal of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

5.3 The next pay equity maintenance review shall occur on April 1, 2019 with respect to payments made to employees between January 1, 2017 and March 31, 2019.

5.4 The Employer will develop an annual process for collecting all information for the purposes of pay equity maintenance, and will draft a Terms of Reference for the next pay equity maintenance review indicated in clause 5.2 by March 31, 2017.

5.5 [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

[continued on next page]



5.6 The Preamble is an integral part of this Memorandum.

IN WITNESS WHEREOF this Memorandum of Agreement has been executed:

Paul Gorce
Power Workers' Union

Date *Feb 2, 2017*

Chris Riddin
Halton Hills Hydro

Date *February 2, 2017*