

**Hydro One Networks Inc.**

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**Frank D'Andrea**

Vice President, Chief Regulatory Officer,  
Chief Risk Officer

BY COURIER

July 11, 2018

Ms. Kirsten Walli  
Board Secretary  
Ontario Energy Board  
Suite 2700, 2300 Yonge Street  
P.O. Box 2319  
Toronto, ON M4P 1E4

Dear Ms. Walli,

**EB-2017-0049 – Hydro One Networks Inc.'s Distribution 2018-2022 Rate Application –  
Memorandum of Agreement with PWU and Variance Analysis**

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Further to the request made on behalf of School Energy Coalition (SEC) for a copy of Hydro One Inc.'s Memorandum of Agreement (MoA) with the Power Workers' Union (CUPE Local 1000), please find a copy attached.

The wage escalation in the MoA is higher than the wage escalation assumed in the Application. As indicated during the oral hearing, Hydro One is not seeking to adjust its applied-for revenue requirement in light of the MoA.

Nonetheless, for the Board's information, Table 1 shows the variance between Hydro One Distribution compensation costs using (a) the one percent PWU wage escalation rate assumed in the Application, and (b) the following wage escalation rates in the MoA:

- 1.8% effective April 1, 2018 (or 1.60% yearly weighted average);
- 2.0% effective April 1, 2019 (or 1.95% yearly weighted average); and
- 0.6% effective January 1, 2020 (or a 1.35% yearly weighted average).

**Table 1: Variance in Distribution Compensation Costs (\$)  
Application vs. PWU MoA**

	2018	2019	2020	2021	2022
<b>Total Capital Distribution Comp</b>	1,124,471	2,984,682	3,513,999	3,425,871	3,454,966
<b>Total OM&amp;A Distribution Comp</b>	970,021	2,529,018	3,143,061	3,077,404	3,103,539
<b>Total Distribution Compensation</b>	<b>2,094,492</b>	<b>5,513,700</b>	<b>6,657,060</b>	<b>6,503,276</b>	<b>6,558,505</b>

Table 2 shows the MoA impact by reference to the amounts requested for the 2018-2022 revenue requirements. The impact is reflected in the OM&A and capital-related components of revenue requirement. For the OM&A component, the MoA impact was calculated for 2018 only. The 2019-2022 OM&A forecasted costs were determined by applying the inflation factor and productivity factor to the 2018 forecast amount.

**Table 2: Impact to Rate Term Revenue Requirement\* (\$Millions)**

	2018	2019	2020	2021	2022
OM&A	0.97	0.98	0.98	0.99	1.00
Depreciation	0.02	0.11	0.24	0.36	0.47
Return on debt	0.01	0.06	0.14	0.22	0.30
Return on equity	0.02	0.09	0.20	0.32	0.43
Income taxes	0.01	0.03	0.07	0.11	0.15
<b>Total revenue requirement</b>	<b>1.03</b>	<b>1.27</b>	<b>1.64</b>	<b>2.01</b>	<b>2.35</b>

If the MoA wage escalators were adopted in the Application, the applied-for revenue requirements would increase by the amounts shown in Table 2. However, Hydro One is not seeking an adjustment to the applied-for revenue requirement.

This filing has been submitted electronically using the OEB's Regulatory Electronic Submission System and two (2) hard copies will be sent via courier.

Hydro One's points of contact for service of documents associated with the Application remain as listed in Exhibit A, Tab 2 Schedule 1.

Sincerely,

ORIGINAL SIGNED BY FRANK D'ANDREA

Frank D'Andrea

Encl.

cc. EB-2017-0049 parties (electronic)

## Memorandum of Agreement

Between

Hydro One Inc. ("The Employer" or "The Company")

and



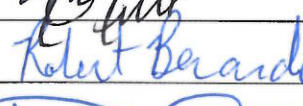
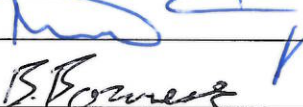
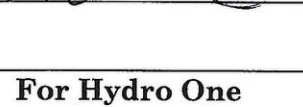
Power Workers' Union ("PWU")

CUPE Local 1000


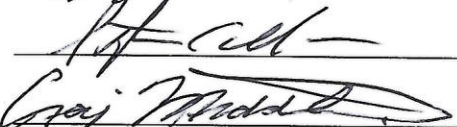

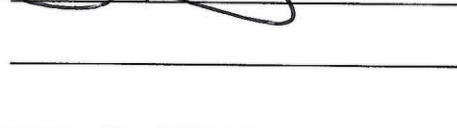
### For a Renewal Collective Agreement between Hydro One Inc. / PWU

The parties herein agree the following Memorandum of Agreement constitutes full settlement of all matters and is subject to ratification by both parties prior to its implementation.

The parties also agree that the Hydro One Inc. – PWU Collective Agreement shall include the terms of the April 1, 2015 – March 31, 2018 Collective Agreement as amended by the terms set out in this Agreement.

  
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For Hydro One

  
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For The PWU

Apr. 3/18

Date

It is jointly agreed that the Hydro One Inc. – PWU Collective Agreement covering the period of April 1, 2015 – March 31, 2018 will be amended as follows. All changes will be effective April 1, 2018, unless otherwise dated. The parties herein agree that the term of the Collective Agreement shall be from April 1, 2018 to March 31, 2020.

## ARTICLES

### ARTICLE 2 - GRIEVANCE PROCEDURE

Delete Article 2.8 and amend Article 2.7 to reflect 2015 MOA (changes to JCT) as follows:

#### **2.7 Dispute Resolution – Article 8, Plan B and OGLs**

Any Article 8, Plan B or OGL disputes shall be resolved on an expedited basis as set out below, **and facilities and costs will be covered pursuant to Article 2.6:**

2.7.1 The Union shall commence this dispute resolution process by filing a grievance with the relevant contact supervisor. The parties shall meet within seven (7) days to attempt to resolve the grievance. Failing a resolution of the matter within fourteen (14) days of filing the grievance, the matter will be referred to the Grievance Review Board (GRB). Failing resolution at that meeting, the grievance shall be arbitrated as per Article 3.

#### **~~2.8 — Facilities and Costs~~**

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

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

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

### ARTICLE 3 – ARBITRATION

Delete Article 3.1 to reflect 2015 MOA:

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

Handwritten signature in blue ink and the initials 'TC' in black ink.



### 3.4 Chief Arbitrator and Deputy Chief Arbitrator

For the duration of this Collective Agreement, ~~Martin Teplicky~~ John Murray shall serve as the Chief Arbitrator and John Stout as Deputy Chief Arbitrator. The Chief Arbitrator will have exclusive, final and binding authority over all issues relating to the scheduling of cases, including decisions as to who hears which case and when it is heard and shall have the power to relieve against time limits, including those in the grievance process and the referral to arbitration in respect of all cases.

Additionally the parties may refer matters to one of the following single panel arbitrators: Paulene Pasieka, Larry Steinberg, and Bill Kaplan.

## ARTICLE 10 – SELECTION TO VACANCIES

### 10. 7 Vacancies in Hydro One Inc. CSO / PWU Collective Agreement

- (a) Notwithstanding the provisions of Article 10 contained in the Hydro One CSO / PWU collective agreement, PWU represented employees covered by this collective agreement are entitled to apply to positions covered by the Hydro One CSO collective agreement and they will be considered on the same basis as applicants who are covered by that collective agreement.
- (b) Unsuccessful applicants under this provision will be entitled to file non-selection grievances under the Hydro One CSO / PWU collective agreement governing the posted position.
- (c) Successful applicants will not be subject to the provisions of the assuming collective agreement until such time that they report to the new position and on the same day cease to be covered by the exiting collective agreement. Transfers of successful applicants to be made or rate for the new position paid in accordance with the Promotion Rule as identified in the Hydro One CSO / PWU collective agreement, sixty (60) days from the date of selection for the position.
- (d) Management reserves the right to restrict the application to a vacancy under Article 10.7 when the selection of candidates, for whom it may result in a lateral or demotion, reduces the capability in a given classification below that considered by Management as required for the effective continued operation of the sending department at a location. In such situations, only those senior

qualified candidates will be selected from that department at a location which will not adversely affect its effective continued operation; the remaining senior qualified candidates will be selected from other departments at a location on the same basis. Location is defined in Article 11.3.

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

(e) The employer will guarantee that a reciprocal agreement between the Hydro One Inc. and Hydro One CSO will be in place prior to the implementation of Article 10.7.

- If the corresponding Hydro One Inc. and Hydro One CSO agreement ceases to be in effect this item will also cease to be in effect.

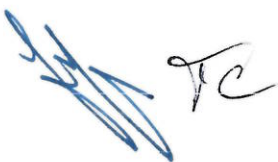
## ARTICLE 11 - SURPLUS STAFF PROCEDURE

### 11.0 WORKSITE REDEPLOYMENT

2. (c) Management will provide at least six (6) ~~four (4)~~ weeks' notice to employees in the over-complement classification and worksite of the intended date of transfer by posting in the over-complement worksite(s) a notice which sets out:

- the affected classifications;
- number of positions to be filled;
- under-complement worksite(s); and
- proposed transfer date.

Subsequent to this six (6) ~~four (4)~~-week posting employees designated for transfer will be provided with at least six (6) ~~two (2)~~ weeks' notice of their actual transfer date. In determining an employee's transfer date the company will consider the personal circumstances of the employee and the business needs of the company. A copy of this notice will be provided to the PWU Sector 3 Vice President.



**ARTICLE 12 – PURCHASED SERVICES AGREEMENT****12.3.2 Membership**

The membership of the Joint Committee shall be as follows:

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

**ARTICLE 18 – DURATION OF AGREEMENT**

This agreement shall come into effect as of the 1st day of April ~~2018~~ **2015**, and shall remain in effect until the 31st day of March ~~2020~~ **2018**, and thereafter from year to year unless terminated by written notice given by one of the parties to the other within a period of not more than two months, but not less than one month prior to the anniversary date.


## PART A

### GENERAL ITEMS

#### 1.4.3.2 Statutory Holidays

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

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

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

Temporary and temporary part-time employees with 3 months' accumulated service or less will be entitled to statutory holiday pay for the public holidays provided under the *Employment Standards Act, 2000* ("ESA"). For clarity, the ESA does not include Easter Monday or the Civic Holiday.

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

## 2.0 REGULAR STATUS

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

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



3. Temporary employees engaged in work which is not of a continuing nature, shall be afforded regular-seasonal status upon attaining 15 months' accumulated service.
4. Paragraphs 2 and 3 above do not apply for a temporary employee backfilling for a pregnancy or parental leave, compassionate leave or other approved leaves extending beyond fifteen (15) months up to a maximum of twenty-four (24) months or as agreed to by the Chief Steward.

### 3.0 ANNIVERSARY PROGRESSION

Amend Part A Item 3.3 as follows, to reflect 2015 MOA:

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

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

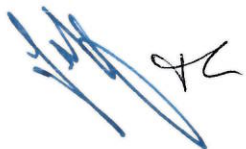
### 6.0 VACATIONS

#### 6.4.5 Use of Vacation Credits of Succeeding Year at Christmas

For purposes of taking time off at Christmas (December 15 to December 31) employees will be permitted to utilize earned vacation credits for the succeeding year.

##### 6.5.1.1 Postponed Vacation

~~Where it is mutually agreeable, the employee~~ Employees may carry-over a maximum of one week's vacation to the following year (to be taken by April 30 of that following year). ~~Request for carry-over must be made prior to September 1.~~





## 10.0 LEAVE OF ABSENCE

### 10.3 Family Leave

Family leave of up to 5 ~~ten~~ (10) unpaid days per year shall be granted when requested by the employee. This benefit will not be pyramided with any legislated benefits under the Employment Standards Act or other legislation.

## 11.0 PREGNANCY/ADOPTION/PARENTAL LEAVES

### 11.2.1 Duration of Leave

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

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

### 11.2.2 Physician's Certificate

When a female employee applies for pregnancy leave she must provide her supervisor with a certificate from a legally qualified medical practitioner (as defined in the Employment Standards Act, 2000, as amended) ~~her physician~~ stating that she is pregnant and giving the estimated date of delivery at least two weeks prior to the date she plans to commence the leave.

In the case of a female employee who stops working prior to the commencement of her scheduled leave because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth, that employee must, within two weeks of stopping work, give her supervisor:

- (a) written notice of the date the pregnancy leave began or is to begin, and
- (b) a certificate from a legally qualified medical practitioner that  
states the date of the birth, still-birth or miscarriage and the date the employee was expected to give birth.

When a female employee resigns without notifying her supervisor that she is pregnant and she has not applied for pregnancy leave, but within two weeks following her resignation, provides her supervisor with a certificate from a legally qualified medical practitioner (as defined in the Employment Standards Act, 2000, as amended) ~~her physician~~ stating she was unable to perform her job

duties because of a medical condition arising from her pregnancy and giving the estimated or actual delivery date, she shall be entitled to pregnancy leave if it is requested.

#### 11.5.2 Duration of Leave

Employees eligible for parental leave may take this leave beginning not later than ~~52~~ **78** weeks of the child being born or coming into care. Unless otherwise mutually agreed females on pregnancy leave wishing to take a parental leave must commence parental leave immediately following the end of the pregnancy leave unless the child has not come into custody, care and control of the parent for the first time. The duration of this leave is up to ~~35~~ **61** weeks if the employee also took pregnancy leave, or 63 weeks if they did not.

Employees who wish to take this leave must give the Company two weeks' notice in writing prior to the date the leave would begin and four weeks' notice of the date the leave will end if they wish to terminate the leave prior to ~~35~~ **61** weeks following the date the leave commenced, if the employee also took pregnancy leave, or 63 weeks following the date the leave commenced if they did not.

### 12.0 DISABILITY BENEFITS AND INCOME PROTECTION

#### 12.2.1 General Provisions of LTD Plan

**Benefit Level** - The Company agrees to assume the full cost of an LTD Plan for all regular employees. The Plan would provide for a monthly income during the disability period equal to the lesser of:

1. Sixty-five percent (65%) of base earnings at the end of the qualifying period for LTD benefits, or
2. Seventy-five percent (75%) of base earnings at the end of the qualifying period for LTD benefits less any compensation awards from the Workplace Safety and Insurance Board (WSIB) (excluding the Non-Economic Loss award) and/or the Canada Pension Plan, excluding benefits for dependents.
3. Employees on LTD benefits shall apply for Canada Pension Disability (CPPD) at the appropriate 6 month period at the request of the insurance carrier, unless there are compelling (e.g. medical) reasons that prevent the employee from doing so. If approved, the employee will no longer have CPP deductions deducted from the Benefit Level.

## NOTE

Regular part-time employees shall be eligible for pro-rated income benefits.

### 13.0 HEALTH INSURANCE PLANS

- Maintenance Drugs
  - Implement a 90-day minimum supply for maintenance drugs.
- Nursing Care
  - Allow for Registered Practical Nurses in addition to the Registered Nurses currently allowed under the plan.
- Vision
  - ~~Radial Kerotomy~~ and Laser eye surgery is Keratectomy are covered up to a maximum of \$3,000 per person per lifetime.
- Psychological
  - Increase coverage to \$2,250 (effective April 1, 2018) and \$2,500 (effective April 1, 2019) from current \$2,000.
  - Add the following providers to coverage: Psychotherapist, Master of Social Work, Speech Pathologist.
- Speech Therapists
  - Delete stand-alone category and add to “Registered Clinical Psychologists” category with same referral requirement.
- Health & Dental Brochure Format
  - The parties will meet to update, reformat, and simplify the current Health and Dental Benefits brochure to be more user-friendly and less complicated for members to navigate. The initial meeting will be held within 60 days of ratification.

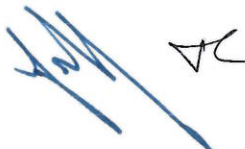
### 17.0 PAYMENT FOR ALLOWANCES

#### 17.1.1 Daily Allowance

An allowance of \$40.00 ~~30.00~~ per day or part of a day will be paid to an employee withdrawn from his/her normal duties for up to a maximum of thirty consecutive working days, to prepare for and/or to deliver classroom instruction or group demonstration.

### 30.0 SPECIAL CLOTHING FOR EMPLOYEES

#### 30.2.5 To Promote Safety



Safety headgear, eye protection, rubber gloves (electrical), and similar items which are designed exclusively for the safety of employees and the wearing of which is made obligatory on certain types of work, will be provided by the Company.

Special footwear will be provided for the safety of workers when required to work near forebays, sluices, etc., under icy, slippery or otherwise hazardous conditions.

#### Safety Footwear and Clothing:

- I Effective January 1, 2014, employees who are required by the Company to wear safety footwear (CSA Approved ESR)/ clothing will be reimbursed for actual expenses as follows:
- (A) For those employees required to regularly wear climbing spurs or who are regularly required to climb steel structures as part of their normal duties - up to a maximum of \$450.00 ~~400.00~~ per year.
  - (B) For those employees who choose or are required to wear CSA approved ESR protective footwear - up to a maximum of \$300.00 ~~\$275.00~~ per year.
  - ~~(C) For those employees who choose not to wear approved ESR protective footwear - \$150.00 per year.~~

## 37.0 SELF-FUNDED SABBATICALS

### Approvals

Hydro One will approve an employee's application for a self funded sabbatical where it determines that this arrangement ~~will benefit the business and~~ can be accommodated without adversely impacting the viability of his/her work unit.

## PART B

### TRADES

## 2.0 STANDBY, SERVICE DUTY AND ON CALL

### 2.2 Service Duty

**Payment for Service Duty:** The rate of pay for service duty of both types to be computed one ~~half (1/2) hour (one (1) hour effective March 31, 2016)~~ at the employee's basic hourly rate per day, except for Saturdays, Sundays and statutory holidays when the rate will be one and one quarter (1.25) ~~(1) hour (one and one quarter (1.25) hour effective March 31, 2016)~~ at the employee's basic hourly rate per

day. This rate includes payment for the use of the employee's telephone. An employee required to report for work while on trouble call, service duty shall be paid for his/her working time in accordance with the standard regulations governing overtime work, including the regulation governing work performed on a "short-call" basis.

## **22.0 OVERTIME PROVISIONS**

### **22.3 Premium Payments**

Premium payment for overtime which does not include shift work shall be as follows:

- ~~1. One and one half times the employee's basic rate shall be paid for all work performed during the first two clock hours (one hour effective March 31, 2016) after normal quitting time, Monday to Friday inclusive.~~

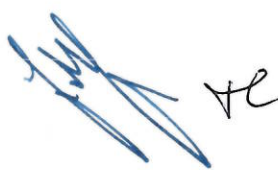
- ~~2.1.~~ Two times the employee's basic rate shall be paid for:

~~All work performed outside of the first two clock hours (one hour effective March 31, 2016) after normal quitting time, Monday to Friday inclusive.~~

All work performed on Saturday, Sunday and statutory holidays.

### **22.4 Special Provisions Concerning Overtime**

5. In computing overtime for hourly-rated employees on shift work, excluding stationary engineers, 4th class, ~~one and one half times the employee's basic rate shall be paid for all work performed during the one hour period following the scheduled shift and~~ two times the employee's basic rate shall be paid for all work performed during the 14-hour period prior to the start of the scheduled shift, Monday to Friday inclusive. All work performed on Saturday, Sunday and statutory holidays shall be paid at two times the employee's basic rate.





## PART C

## CONTROLLERS/DISPATCHERS/TRAINEES

## Part C Wage Schedule 30

Amend Part C Wage Schedule 30 note at bottom as follows, to reflect 2015 MOA:

Controller Trainees progress in 6-month intervals until Step 4 is reached, then after ~~12~~ 6 months, progress to Grade 01, Step 1 – Controller.

**6.0 RELIEF WORK, ACTING IN VACANCIES & TEMPORARY AND ROTATIONAL ASSIGNMENTS (PWU amended the Hydro One language)**

**6.1 Selection to/Acting in Vacancies**

Selection to positions in the controller/dispatcher/trainee wage schedule to be made within 90 days after the vacancy is created providing there is a suitable applicant.

**6.2 Relief Work ~~In a Non-Union Position~~**

1. When a controller/dispatcher is used to supply relief in a non-union supervisory position he/she shall receive five percent (5%) above their base rate. When a controller/dispatcher is used to supply relief in a higher rated non-union non-supervisory position he/she shall receive three percent (3%) above their base rate.
2. When a controller is used to supply relief in a C5 position (for clarity only C2 to C4 may be eligible to perform C5 relief), he/she shall be paid the C5 rate or five percent (5%) above the highest rate supervised whichever is greater.
3. The entitlement of controllers/dispatchers for payment of vacation days at a relief rate as outlined in paragraphs 1. and 2. above will be determined by the amount of relief provided during the period from January 1<sup>st</sup> to December 31<sup>st</sup> each year. If relief has been provided for 50 percent (50%) or more of this time in a higher position, all vacation days and all sick leave credits taken during this same period will be paid at the higher rate. Time worked after a permanent promotion to a higher position will not be counted towards the 50 percent (50%) credit.
4. When a controller/dispatcher ~~relieves in a non-union position~~ is providing relief and he/she acquires a lieu day (statutory holiday), the lieu day shall be paid at the higher rate.

5. When relieving ~~in a non-union position~~ during his/her normally scheduled hours of work, a controller/dispatcher shall be paid a minimum of four hours' pay at the appropriate relief rate, or the actual hours worked, whichever is greater.

## 8.0 OVERTIME PROVISIONS

### 8.3.1 Payment for Overtime

Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours, and is therefore, subject to compensation at premium rates.

Premium payment for overtime shall be as follows:

1. ~~One and one half times the employee's basic rate shall be paid for all work performed during the first two clock hours (one hour effective March 31, 2016) after normal quitting time, Monday to Friday inclusive. It will also apply to the first two hours (one hour effective March 31, 2016) of overtime worked on an unscheduled day of work.~~
- 2-1. Two times the employee's basic rate shall be paid for:
  - ~~all work performed outside of the first two hours (one hour effective March 31, 2016) after normal quitting time, Monday to Friday inclusive, and after the first two hours (one hour effective March 31, 2016) on or on~~ an unscheduled day of work.
  - all overtime work performed on Saturday, Sunday and statutory holidays which occur Monday to Friday.
- 3-2. Two and one-half times the employee's basic rate shall be paid for all overtime hours worked on a statutory holiday which occurs on Saturday.

## PART D

### WEEKLY-SALARIED

#### 2.0 ON CALL

##### 2.1 On Call – Protection and Control

On call is the term used to cover trouble call service performed by Protection and Control Technicians and Technologists. While on call, they are allowed up to a maximum of two (2) hours between the time they are called and the time when they report to work.

The rate of pay for on-call duty will be ~~one-half hour (one (1) hour effective March 31, 2016)~~ at the employee's basic hourly rate per day, except for Saturdays, Sundays and statutory holidays when the rate will be one and one quarter (1.25) ~~(1) hour (one and one quarter (1.25) hour effective March 31, 2016)~~ at the employee's basic hourly rate per day. An employee required to report to work for on-call duty shall be paid for his/her working time in accordance with the standard regulations governing overtime, including the regulation governing work performed on a short call basis.

Subject to safe application, volunteers will be requested prior to the mandatory assignment of on call.

##### 2.2 On Call-Hydro One Telecom Technical Staff

On call is the term used to cover trouble call service performed by Hydro One Telecom technical staff. While on call, they are to report to work in a reasonable length of time.

The rate of pay for on-call duty will be ~~one-half hour (one (1) hour effective March 31, 2016)~~ at the employee's basic hourly rate per day, except for Saturdays, Sundays and statutory holidays when the rate will be one and one quarter (1.25) ~~(1) hour (one and one quarter (1.25) hour effective March 31, 2016)~~ at the employee's basic hourly rate per day. An employee required to report to work for on-call duty shall be paid for his/her working time in accordance with the standard regulations governing overtime, including the regulation governing work performed on a short-call basis.

##### 2.3 On Call Helicopter Pilots and Air Engineers

On call is the term used to cover trouble call service performed by Helicopter Services, Helicopter Pilots and Air Engineers. While on call, employees are to report to the site of the Helicopter, in a maximum of 3 hours from the time of being called/paged. On call will be on a voluntary individual basis for Air Engineers.

Subject to safe application, volunteers will be requested from Helicopter Pilots prior to mandatory assignment of on call. Helicopter Pilots will not be required to accept on call more than thirteen (13) times per pilot per calendar year.

The rate of pay for on call duty will be one and one quarter (1.25) hour at the employee's basic hourly rate per day for Saturdays, Sundays and Statutory Holidays.

## 8.0 RELIEF WORK, ACTING IN VACANCIES & TEMPORARY AND ROTATIONAL ASSIGNMENT

### 8.1 Principles Re Resourcing For Relief, Acting, Temporary and Rotational Assignments

The GRB will attempt to facilitate a resolution to the Dispute. If there is no resolution at the GRB, the PWU Sector Vice-President and the Hydro One Vice President - Employee & Labour Relations ~~designated Hydro One Executive~~ will remain seized of the Dispute and will ensure the "Principles Re: Resourcing for Relief, Acting, Temporary and Rotational Assignments" above are being followed in accordance with the 1992 Joint Intent Document.

## 11.0 OVERTIME PROVISIONS

### 11.3 Premium Payments

Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours, and is therefore, subject to compensation at premium rates.

Premium payment for overtime shall be as follows:

1. ~~One and one half times the employee's basic rate shall be paid for all work performed during the first two clock hours (one hour effective March 31, 2016) after normal quitting time, Monday to Friday inclusive. It will also apply to the first two hours (one hour effective March 31, 2016) of overtime worked on an unscheduled day of work.~~

- ~~2.1.~~ Two times the employee's basic rate shall be paid for:

- ~~All work performed outside of the first two hours (one hour effective March 31, 2016) after normal quitting time, Monday to Friday inclusive, and after the first two hours (one hour effective March 31, 2016) or~~ on an unscheduled day of work.

- All work performed on Saturday, Sunday and statutory holidays which occur Monday to Friday.





**APPENDIX A****SECTION 6      EMPLOYEE DESIGNATION**

600

**NOT TO BE REPRODUCED IN THE COLLECTIVE AGREEMENT.**

The PWU Sector VP agrees to composite crews in Station Maintenance (i.e. intermingled regular and hiring hall employees) for PCB testing and retrofill/replacement of bushings and similar equipment.

**SECTION 8      EMPLOYMENT PRACTICES/HIRING**

803

**A.      Transfer of Employees**

- (i) The Employer reserves the right to transfer employees to meet its needs, having regard for the special requirements of the work. The Employer shall provide transportation or pay the cost of public transportation or pay mileage at ~~\$.45~~-.40 per kilometer whichever is deemed appropriate by the Employer, for the initial trip to the new work location from the employee's most recent work location. The Employer shall also pay travelling time at the appropriate straight-time rate up to a maximum of eight (8) hours per day.

**SECTION 9      HOURS OF WORK**

904

**NOT TO BE REPRODUCED IN THE COLLECTIVE AGREEMENT.**

Inclement weather - The parties agree to meet and discuss Section 904 of Appendix A as it relates to forecasted inclement weather. The committee will have an initial meeting within sixty (60) days of ratification and will make joint recommendation(s) to the PWU Sector 3 VP and the Hydro One VP, Employee and Labour Relations (or delegate) for consideration by December 31, 2018.

**SECTION 12      TRAVEL AND ROOM AND BOARD ALLOWANCE**

## 1203 Initial and Return Travel and Transportation

On recruitment of workers who live beyond 161 radius kilometres from the work location, the Employer shall pay ~~\$.45~~ ~~-.40~~ per radius kilometre, plus travel time based on one hour's pay for each 80 kilometres, or part thereof, of travel to a maximum of 8 hours pay for the initial trip to the work location from where the worker lives. On recruitment of workers who live outside Ontario, the distance calculation for this allowance shall be from where the worker lives or the Union Referral Hall, whichever is closer.

## 1204 Use of Personal Vehicle

- A. An employee who is requested or receives approval from an authorized representative of his/her Employer to use his/her personal vehicle for the convenience of his/her Employer shall be reimbursed at ~~\$.45~~ ~~-.40~~ per kilometre travelled for such use of his/her vehicle.

SECTION 13 TOOLS AND CLOTHING

- 1301 C. Employees shall supply themselves with, and wear at all times on the job, an approved safety helmet and safety footwear. Apprentices will be reimbursed \$150.00 per calendar year for approved safety footwear.

SECTION 14 GRIEVANCES AND ARBITRATIONS

- 1400 (b) The referral to arbitration shall be made to one of the following single arbitrators on a rotating basis:

- (i) Jules Bloch
- (ii) Rob Herman
- (iii) Louisa Davie
- (iv) Jesse Nyman
- (v) Eli Gedalof

**NOT TO BE REPRODUCED IN THE COLLECTIVE AGREEMENT:**

Pay stubs - To reflect the 2013-2015 MOA, until such time as an electronic solution is available, employees who work away from an office location will have the ability to request that a hard copy of their pay advice be mailed to their home mailing address on file.



**NOT TO BE REPRODUCED IN THE COLLECTIVE AGREEMENT:**

**Appendix 'A' Training Committee - The parties agree to establish a joint committee to determine what training the PWU can provide for job-ready referrals.**

**GENERAL WAGE INCREASE FOR ALL PWU MEMBERS**

Effective April 1, 2018 – 1.8% general wage increase to all PWU employees

Effective April 1, 2019 – 2.0% general wage increase to all PWU employees

Effective January 1, 2020 – 0.6% general wage increase to all PWU employees

**Midterm Agreements****1) Midterm Revisions**

The parties have reviewed the midterms and are in agreement on any revisions that were agreed to in the 2011 and 2015 Memoranda of Agreement.

**2) MT-50-2 (Modify Schedule 1 as follows)****Add to Schedule 1:**

- a) Transportation (3<sup>rd</sup> Party Logistics)
- b) Fleet Mechanical Work – Category 3 Units (map to MT-50-2 per existing PSA)

**3) MT-61 (Modify paragraph 5)**

- 5. It is agreed that employees who receive the full entitlement will receive an initial issue to a maximum of **either \$600.00 or \$1200 depending on their classification.** The pricing is outlined in Appendix B.

**4) MT-APPA-3 – Supplementary Clerical Work (Renew)****Suspended Articles**

Suspension of Art 13, Art 14, MT-12, MT-14, MT-21





## Letters of Understanding

- 1) LOU 75 – Clerical Implementation Details (Renew as modified)
- 2) LOU 80 – Cable Locating (Renew as modified)
- 3) LOU 81 – APPA Referrals from LIUNA (Delete)
- 4) LOU 86 – Switching and Grounding – Forestry (Renew as modified)
- 5) LOU 91 - Electronic Travel Measurement – Appendix “A” (New)

## Side Letters

- 1) Mental Health and Wellness Committee (New)
- 2) Assessment Tools (Renew as modified)
- 3) Summer Students (Renew as modified)
- 4) Selection Priority for Inergi LP Employees (Renew as modified)
- 5) Overpayments (Renew as modified)
- 6) **Indigenous** ~~First Nations~~ Work (Renew as modified)
- 7) Security Clearances (Renew as modified)
- 8) TWHQ and Hiring Hall Staff (Renew as modified)
- 9) Transfer of Employees (Renew as modified)
- 10) Employment Security (Renew as modified)
- 11) Pension Benefit Act Section 80.1 (The PWU agrees to deletion of the letter without prejudice to any ongoing grievances)
- 12) Appointment Tenure of the Chief Arbitrator under the Hydro One Inc. / PWU Collective Agreement (Delete)
- 13) Outsourcing of Services by the Inergi MSA (Delete)

## Housekeeping

- 1) Part B 22.5 (A) 1 clocked hour, (B) 1 clocked hour – needs to be updated from 2 clocked hours.
- 2) Part B 2.2 Service Duty and On Call – Payment for Service Duty – update rate to 1.25.

## Notice Items

- a) Letter of Understanding – Purchased Services Agreement - Cable Locating – (Withdraw)



## **Mid-Term Agreement**

**Number: MT-50-2**

**Original Date: 04/01/2001**

**Revision Dates: 04/01/2002; 04/01/2008**

**Last Revised: 04/01/2008~~18~~**

**Obsolete Date:**

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

### **Provincial Purchased Services Agreements**

The parties agree to the listing of provincial Purchased Services Agreements as identified in Schedule 1 (see Attachment 1). This list will not be subject to Appendix A. The parties will review the listing on a yearly basis. An employee will not be laid off as a direct result of contracting out their work.

Work that has been contracted out will, when necessary, be considered in the development of rehabilitation plans for employees.

Each subsidiary will provide to the Power Workers' Union, at the end of June and at the end of the calendar year, a list of contracts let under MT-50-1 during the year including total contract dollars. For 2002 the period is from April 1 to December 31.

The parties agree to meet quarterly in the spirit of co-operation and trust to discuss the usage of:

- 1) Rock Drills
- 2) Vacuum Trucks
- 3) Floating Services

The company will provide the PWU with:

- Value of work as reflected in tender/Contract/Bid or Estimate Documents
- Scope of Work
- Location of Work
- Estimated date of commencement and duration of work



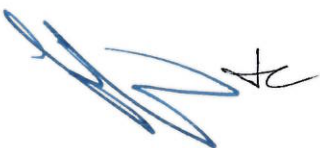


The parties will discuss the feasibility of purchasing equipment where it makes good business sense.

\_\_\_\_\_  
HYDRO ONE INC.

\_\_\_\_\_  
POWER WORKERS' UNION

\_\_\_\_\_  
DATE



## Attachment 1

### Schedule 1

- Janitorial
- Snow Removal
- Grass Cutting and General Grounds Clean-up
- Heavy Equipment Operator (Backhoe etc.)
- Specialized Equipment/Operator (Rock Drilling) etc.
- Printing Services
- Data Centre (eg. Murray Street facility replacement)
- Water Heater Maintenance, Installation and Removal
- Office/Furniture Moves
- Office Services provided by the landlord
- ~~First Nations-~~ **Indigenous** Contractors working on and adjacent to ~~First Nations~~  
**Indigenous** Land where a significant majority of the contract work is on ~~First Nations~~  
**Indigenous** Land
- Drive back and delivery services
- Minor fleet maintenance
- Minor office modifications
- **Transportation (3<sup>rd</sup> Party Logistics)**
- **Fleet Mechanical Work – Category 3 Units**

### **Mid-Term Agreement**

**Number: MT-61**

**Original Date: 10/20/2003**

**Revision Dates: 04/01/2018**

**Last Revised: 04/01/2018**

**Obsolete Date:**

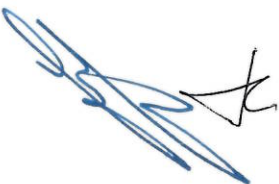
It is jointly agreed that the following Mid-Term Agreement shall form part of the Collective Agreement between the parties :

#### **Flame and Arc Resistant Clothing**

The parties agree that Part 'A' item ~~31.2.5.1~~ **30.2.5.1** is to be revised as follows: New Item

~~31.2.5.1~~ **30.2.5.1** (F)

1. When flame and arc resistant clothing is designed exclusively for the safety of employees and the wearing of it is made mandatory on certain types of work, Hydro One will supply and maintain the clothing.
2. Item 31.2.5.1 (D) of the collective agreement will no longer apply and will be removed from the collective agreement at the next printing.
3. Temporary and Hiring Hall employees will be supplied, when at work, with the necessary clothing required by Hydro One. This clothing shall remain the property of Hydro One and will be returned at the end of their employment term.
4. Appendix A outlines the clothing entitlements for each classification. Any employee who does not require clothing for their regular job, but requires clothing on a temporary or rotational assignment, will be supplied with the appropriate clothing. This clothing will be returned to Hydro One at the end of the assignment. Additions and or changes to Appendix A must be agree to by the two parties.
5. It is agreed that employees who receive the full entitlement will receive an initial issue to a maximum of either \$600.00 or \$1200 depending on their classification. The pricing is outlined in Appendix B.
6. The replacement or mending of clothing is the responsibility of Hydro One. Employees will be allowed to replace worn or damaged clothing with alternate items from the approved list outlined in Appendix B up to the value of the item being replaced.
7. Any individual(s) that are required to work in proximity to vehicular traffic will be supplied with the necessary safety apparel in accordance with the safety rules.



8. Any cleaning required due to abnormal exposure to solvents, greases, oils, etc. will be the responsibility of the employer.

\_\_\_\_\_  
HYDRO ONE INC.

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POWER WORKERS' UNION

\_\_\_\_\_  
DATE



**APPA Mid-Term Agreement****Number: MT-APPA-3****Original Date: October 1, 2014****Last Revised:****Obsolete Date:**

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

**SUPPLEMENTARY CLERICAL WORK**

This section provides Hydro One and the PWU with a Hiring Hall program for supplementary clerical work. Its purpose is to provide Hydro One with a single source for the supply of supplementary Clerical support to augment regular staff during times of peak activity or where additional resources are required for such things as backfilling for maternity leaves, rotations and sick leave etc.

**Principles**

1. No regular staff will be laid off as a direct result of work being performed pursuant to this Midterm.
2. Hydro One shall share all related work assignments with the Union as far in advance as possible.

**Hiring Procedures**

1. The PWU and Hydro One will jointly establish and the PWU will administer a pool of qualified and capable staff to perform supplementary clerical work for Hydro One. The pool will be expanded, as necessary and new members of the pool must be acceptable to both parties.
2. Requests for supplementary staff will be forwarded from the designated Hydro One contact to the designated PWU contact. Hydro One will provide the details of the assignment to the PWU contact (work required, expected duration, location, start date, contact supervisor, etc.). The PWU will provide supplementary clerical staff from the jointly established pool. The parties will recruit staff based on jointly agreed testing and recruiting procedures. The parties agree to develop the testing and recruiting procedures within 90 days of the signing of this mid-term. These criteria will be reviewed upon request by either party. Applicants who do not meet the established criteria will be deemed unsuitable for employment at Hydro One.
3. The PWU will maintain an up-to-date, accurate listing of all available Hiring Hall members, and will provide this list to Hydro One as requested. Hydro One will provide notice of termination of hiring hall assignments to the Chief Steward and PWU Office.



4. Name Hires/Specialized Skill Set -The parties agree that there may be a need to establish positions based on a required specialized skill set. The parties will identify all specialized skill sets. Management may "name hire" individuals into the identified specialized classification.
5. Supplementary clerical staff will be subject to a training assessment of up to 6 months. The parties will establish training and performance criteria. The parties agree to develop the training and performance criteria within 90 days of the signing of this mid-term. Supplementary staff must successfully complete this assessment period in order to be eligible for continued employment. These criteria will be reviewed upon request by either party.
6. Supplementary clerical staff will be eligible to work in the eight Field Business Centers within Provincial Lines, Construction Services and the BASC. Clerical staff will be assigned to one of these locations at the time of hire.
7. Requests for transfer of location must be submitted by the employee to the PWU and Hydro One. As a general principle transfers will be determined by seniority. However, Management reserves the right to restrict transfers where it may reduce the capability in a given classification below that considered by Management as required for the effective continued operation of the sending department at a location.
8. The parties will meet semi-annually or as required to discuss any issues arising out of the implementation of this agreement. This midterm will remain in effect for the term of the collective agreement.

#### Expenses

As a general principle, supplementary clerical staff will be governed by the provisions of Appendix A. Supplementary clerical staff, as identified in the attached Classifications, employed through this process shall not be entitled to the board and travel provisions pursuant to Appendix A for the initial assignment/referral (i.e. board and travel provisions will only apply for company initiated transfers and will not be applicable for transfers made in accordance with #7 above or at the time of initial referral). The company reserves the right to transfer employees for short term assignments (e.g. training etc.). In usual circumstances these assignments will not extend beyond five (5) days. If there is a requirement to extend a transfer assignment beyond five (5) days the parties will meet in advance to discuss the appropriate expense treatment for that assignment. All assignments beyond five (5) days must be jointly agreed too.



Wages and Pay Procedures

Wage rates for all supplementary clerical shall be as set forth in this mid-term.

Supplementary clerical staff will be paid in accordance with the provisions of Appendix A.

Wage Schedule

<b>Classification</b>	<b>Hourly Rate</b>	<b>Pension</b>	<b>Benefits</b>	<b>Holiday/Stat</b>	<b>Total Wage</b>
Clerical I	\$31.13	\$3	\$3	\$3.11	\$40.24
Clerical II	\$35.10	\$3	\$3	\$3.51	\$44.61

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HYDRO ONE INC.

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POWER WORKERS' UNION

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DATE

**LETTER OF UNDERSTANDING #75****Between****Hydro One Networks Inc.****-and-****Power Workers' Union (PWU)****RE: Clerical Hiring Hall Operating Principles**

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This letter details the understanding between the parties regarding the inclusion of Clerical classifications, noted in MT-APPA 3, into the Hiring Hall.

1. Temporary employees in the subject classifications who were active on November 13, 2014 moved into the hiring hall with all of the service accumulated on their last temporary assignment. For clarity, seniority for these individuals will be based on temporary and hiring hall service.
2. Seniority for the purposes of layoff /stand off will be attached to the assigned work location (as determined by location code) at the time of layoff /stand off and the classification on the initial referral. That is, there will be no bumping geographically.
3. The hours of work for Hiring Hall staff will align with the regular staff within a classification with whom the hiring hall staff work (35, 37.5 or 40). For clarity, if regular staff in the noted occupational codes below, in a given location work 35 hours, hiring hall staff within the same classification in that location will work 35 hours as well.
4. Any stand-off/layoff/recall that occurs prior to August 1, 2015 will be by seniority based on ECD without consideration to Article 802B(vi)(b). Any layoff that occurs August 1, 2015 or later will be in accordance with Article 8028(vi)(b) of Appendix A.
5. All Clerical Hiring Hall staff will be stood off from December 22, 2014 to January 2, 2015 inclusive. Hiring Hall staff that are required after this stand-off will be recalled on January 5, 2015. Any Clerical Hiring Hall staff that are not required prior to December 22, 2014 will be laid off in order of seniority as defined in #4 above.
6. As a general principle, regulars will be offered planned overtime first, all else being equal. Where it is necessary for Hiring Hall employees to continue on with assigned work on planned overtime (e.g. continue on projects started during the week etc) a conversation will be had with the chief steward. Employees will continue with their assigned work for the purposes of extension/pre-shift overtime.





7. For storm situations, overtime will be offered as follows:
- i. Regular staff by location code;
  - ii. Hiring Hall staff by location code.
8. Clerical staff sent on training assignments in Toronto will be placed on expenses, not room and board, as identified in Part 'A' item 20.0 of the collective agreement.
9. Step up from Clerical I to Clerical II will be limited to two (2) weeks, after which a new requisition will be required.
10. Should an assignment need to be extended, an email will be sent to Workforce Acquisition who will in turn email the PWU outlining the reason for and the length of the extension.
11. In selections to regular vacancies governed by section 18 of Appendix A, selection priority will be as follows:
- i. Hiring Hall employees in Clerical I or Clerical II positions selected on the basis of seniority when applying to the following positions:
    - a) Clerical I- Field Business Clerk (020637), Lines Office Clerk (154060), Field Support Clerk (154057)
    - b) Clerical II-Field Business Clerk (020637), Lines Office Clerk (154060), Field Support Clerk (154057), Job Clerk (141035), Field Scheduling Clerk (172007), Lines Customer Support Clerk (172009), BASC Services Clerk (154058)
- \*For clarity, Hiring Hall applicants in Clerical I or Clerical II positions have this selection priority when applying to regular jobs in one of the classifications noted in a and b above. When applying to any other regular classification, these applicants have the same selection priority as all other Hiring Hall and temporary applicants noted in item ii below.***
- ii. All temporary applicants and Hiring Hall applicants in a classification other than those listed above (i.e. applicants that do not have seniority under section 18).

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Hydro One Inc.

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Power Workers' Union

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Date

## LETTER OF UNDERSTANDING #80

Between

HYDRO ONE INC.

-and-

POWER WORKERS' UNION

## RE: Purchased Services Agreement - Cable Locating

The parties agree as follows:

1. The Company may at its discretion, contract out all cable locates with the exception of the following which will be performed by Hydro One PWU personnel:
  - a. Transmission locates;
  - b. Fault locating;
  - c. Hydro One Provincial Lines work requiring locates (ie. pole installations, anchors);
  - d. All locates for station involving distribution and transmission voltages;
  - e. Locates which require access to Hydro One equipment (i.e. transformers, pad mounts, cable guards). For clarity, non-Hydro One personnel will not be allowed to access Hydro One equipment for the purposes of locating;
  - f. ~~Emergency locates.~~
2. All hours and costing will be supplied to the PWU. The parties agree to review the information on a yearly basis.
3. Regular employees within the classifications of Meter Reader and/or Meter Reader Data Collectors will be provided meaningful work within their current classifications for the duration of the PSA. Regular PWU staff performing work that is the subject of this PSA will not be laid off as a direct result of this agreement.
4. This agreement will remain in force for the term of ~~this~~ the 2018-2020 collective agreement and the term of the subsequent collective agreement. It will remain in effect yearly thereafter, unless either party provides ~~60~~ 90 days' notice in writing to the other party of their desire to cancel this agreement. In the event that either party serves such notice, the matter may be referred to arbitration pursuant to Article 12 of the collective agreement.

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Jonathan Rebick  
Jason Fitzsimmons  
Vice President  
Strategic Planning

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Mel Hyatt  
Tom Chessell  
Vice President, Sector 3  
Power Workers' Union



Employee and Labour Relations

(DELETE)

~~APPA TRAINING LETTER OF UNDERSTANDING #81~~~~Between~~~~HYDRO ONE INC.~~~~-and-~~~~POWER WORKERS' UNION~~

This letter details the understanding between the parties regarding industry standard training for Appendix "A" referrals from LIUNA:

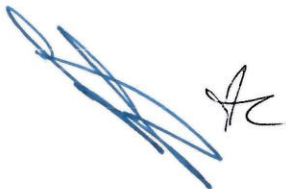
- ~~1. Effective July 1, 2015, all PWU Appendix "A" LIUNA referrals will come to work with the required training and will provide proof of up to date training upon hire. Referrals who do not have such proof will attend and participate in the industry standard training on their own time.~~
- ~~2. The required training includes:
  - ~~a. Standard First Aid + AED and CPR including all renewals~~~~
- ~~3. Hydro one will notify the PWU of work requests in advance to allow members that do not have the required training to attend.~~
- ~~4. The parties agree that this LOU is contingent upon the renewal of the Agreement between EPSCA and LIUNA, to which Hydro One is bound.~~

---

Jonathan Rebick  
Vice President  
Strategic Planning

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Mel Hyatt  
Vice President, Sector 3  
Power Workers' Union



**LETTER OF UNDERSTANDING #86****Between****HYDRO ONE INC.****- and -****POWER WORKERS' UNION****Re: Switching and Grounding – Regional Maintainer – Forestry**

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In the matter of Regional Maintainers – Forestry (“RMF”) performing switching and grounding work, the parties agree as follows without precedent or prejudice:

1. ~~Forestry will be able to utilize a six month period commencing November 15, 2016, For~~ **the term of the collective agreement**, Forestry will run a pilot project utilizing RMFs to perform switching and grounding for purposes of isolation and de-energization only.
2. Work will be limited to storm restoration activities on radial fed, single phase circuits only and as directed by the Controlling Authority.
3. For any day or part thereof that an RMF is directly performing switching and grounding work as noted in #2 above, he/she will receive a premium payment of 5% on the base hourly rate for all hours worked that day, including any overtime hours.
4. At the ~~expiry of the collective agreement, end of the six month pilot project~~, the parties will meet to evaluate the results of the pilot and discuss switching and grounding in the RMF classification going forward.
5. This pilot project and associated premium payment are without precedent and without prejudice to either party’s position in any other matter, specifically but not limited to whether switching and grounding work is already included in the RMF Occupational Definition (MT-29) and base hourly rate. Further, this letter cannot be referenced in any other matter and cannot be relied upon by either party except to enforce its terms herein.

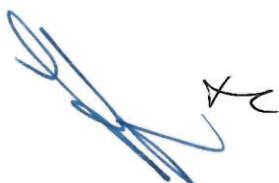
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HYDRO ONE INC.

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POWER WORKERS' UNION

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DATE

## NEW LOU RE: Electronic Travel Measurement – Appendix “A”

LETTER OF UNDERSTANDING #91Between:Hydro One Inc. (“the Employer”)- and -The Power Workers’ Union (“PWU” or “the Union”)RE: ELECTRONIC TRAVEL MEASUREMENT – APPENDIX “A”

The parties agree to move from radius to road-driven kilometres for all purposes under the collective agreement and revise the collective agreement accordingly. In order to facilitate this transition and maintain cost-neutrality, the parties have agreed to the following:

1. Distances shall be calculated using Google Maps;
2. The shortest direct road-driven route by distance shall be used;
3. The distance shall be measured from the employee’s home address to the assembly point.
4. The new travel rings will be:
  - a. Under 50 km – free zone
  - b. 50-70 km – \$26.37
  - c. 71-95 km – \$31.53
  - d. 96-109 km – \$36.67
  - e. 110kms and over – Travel - \$41.48
  - f. 110 kms and over – Board - \$100.26 (South of the French River); \$107.43 (North of the French River)
5. All rates above are in May 1, 2017 dollars; annual negotiated increases (if applicable) shall be applied to these amounts;

The implementation date for the above shall be no later than May 1, 2019. For clarity, the implementation date will be the effective date (i.e. there will be no retroactive payments or claw-backs resulting from a change in entitlement).

Should any dispute arise from the terms of this Letter of Understanding, either party may refer the matter to arbitration for final determination.



Nothing in this Letter of Understanding changes the other qualifying criteria /procedural requirements for Travel or Room and Board as set out below:

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 all areas, the calculation of distance shall be from the employee's regular residence.

\_\_\_\_\_  
HYDRO ONE INC.

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POWER WORKERS' UNION

\_\_\_\_\_  
DATE





**NEW SIDE LETTER**

**April 1, 2018**

**Mr. Tom Chessell**  
**Vice President, Sector 3**  
**Power Workers' Union**

**RE: Mental Health and Wellness Committee:**

**Management and the Union recognize the increasing trend in mental health and the complexity of supporting employees affected by mental health and addictions. These trends are contributing to increased health care costs, absenteeism and are amongst the most challenging issues to treat. Strategies to support employees are being pursued by many organizations and unions to combat these trends. Hydro One and the Power Workers' Union see the benefit of a sector-based effort involving employers, unions and experts to develop a strategy to promote awareness, education, access to care and support networks. We confirm our commitment to engaging with one another, other unions, other employers in the sector, to review best practices and consider broader sector based solutions.**

**Within 90 days of ratification of the collective agreement Jason Fitzsimmons and Tom Chessell will meet to discuss a plan to engage other parties.**

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Jason Fitzsimmons  
Vice President  
Employee and Labour Relations

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Tom Chessell  
Vice President, Sector 3  
Power Workers' Union





**SIDE LETTER – RENEW AS MODIFIED**

April 1, ~~2015~~ **2018**

Mr. ~~Mel Hyatt~~ **Tom Chessell**

Vice President, Sector 3

Power Workers' Union

**RE: SIDE LETTER RE ASSESSMENT TOOLS - RENEWED**

This side letter is not to be reproduced in the collective agreement. It is agreed that the jointly developed application assessment tool will continue to be used in the Joint Apprenticeship Council (JAC) hiring process.

The tool will be used as a pre-screening step and applicants who are assessed as suitable candidates for the posted position will be advanced for further consideration by the JAC.

The JAC will oversee any modifications/refinements of the assessment tool and will forward the recommendation(s) to ~~Mel Hyatt~~ **Tom Chessell** and ~~Sandy Struthers~~ **Jason Fitzsimmons**.

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~~Jonathan Rebiek~~ **Jason Fitzsimmons**

Vice President

~~Strategic Planning~~ **Employee and Labour Relations**

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~~Mel Hyatt~~ **Tom Chessell**

Vice President, Sector 3

Power Workers' Union

**SIDE LETTER – RENEW AS MODIFIED**April 1, ~~2015~~ **2018**Mr. ~~Mel Hyatt~~ **Tom Chessell**

Vice President, Sector 3

Power Workers' Union

**RE: SIDE LETTER RE SUMMER STUDENTS - RENEWED**

This side letter is not to be reproduced in the collective agreement. For the duration of the Collective Agreement for each summer hiring period Hydro One Inc. and its subsidiaries will strive to hire students into Power Workers' Union (PWU) represented jobs on a 60%/40% PWU/non represented basis. These percentages will be on a province wide basis and are subject to the availability of qualified PWU referrals. A list of students hired will be provided to the PWU Sector 3 Vice-President.

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~~Jonathan Rebiek~~ **Jason Fitzsimmons**

Vice President

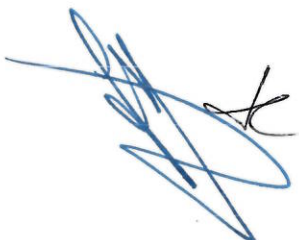
~~Strategic Planning~~ **Employee and Labour Relations**

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~~Mel Hyatt~~ **Tom Chessell**

Vice President, Sector 3

Power Workers' Union



**SIDE LETTER – RENEW AS MODIFIED**

April 1, ~~2015~~ **2018**

Mr. ~~Mel Hyatt~~ **Tom Chessell**

Vice President, Sector 3

Power Workers' Union

**RE: SIDE LETTER ON FORMER INERGI LP AND ~~VERTEX~~ EMPLOYEES - RENEWED**

**SELECTION PRIORITY FOR INERGI LP AND ~~VERTEX~~ EMPLOYEES**

This side letter is not to be reproduced in the collective agreement. This side letter applies to Inergi LP and ~~Vertex~~ employees who perform work subject to a business arrangement with Hydro One. If such an employee is laid off during the term of this collective agreement the employee will be given fair and objective consideration for Hydro One vacancies for which they are qualified, prior to the selection of Hydro One temporary employees and or external applicants.

~~Jonathan Rebick~~ **Jason Fitzsimmons**

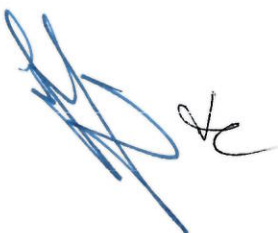
Vice President

~~Strategic Planning~~ **Employee and Labour Relations**

~~Mel Hyatt~~ **Tom Chessell**

Vice President, Sector 3

Power Workers' Union



**NEW SIDE LETTER – RENEW AS MODIFIED**

April 1, ~~2015~~**2018**

Mr. ~~Mel Hyatt~~**Tom Chessell**

Vice President, Sector 3

Power Workers' Union

**RE: SIDE LETTER REGARDING OVERPAYMENTS – RENEWED**

1. For any overpayment that amounts to \$100 or less of the employee's gross weekly pay, the Employer will deduct the one time overpayment from the next regular pay.
2. Any outstanding liabilities will be deducted from an employee's final pay upon termination for any reason.
3. Notification of the overpayment will be sent to the employee and the union as per the current overpayment process. The notification will also indicate the reason for such overpayment.
4. Any overpayments that are greater than \$100 as per # 1 above will continue to be addressed through the current overpayment process as per the settlement for HO-P-74.
5. This agreement applies to all PWU represented staff including regular, hiring hall and temporary employees.

~~Jonathan Rebick~~**Jason Fitzsimmons**

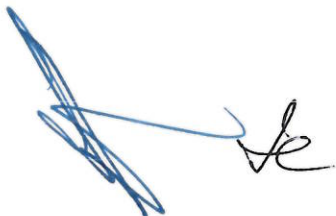
Vice President

~~Strategic Planning~~ **Employee and Labour Relations**

~~Mel Hyatt~~**Tom Chessell**

Vice President, Sector 3

Power Workers' Union





**SIDE LETTER – RENEW AS MODIFIED**

April 1, ~~2015~~ **2018**

Mr. Tom Chessell Mel Hyatt

Vice President, Sector 3

Power Workers' Union

**RE: SIDE LETTER REGARDING INDIGENOUS FIRST NATIONS' WORK - RENEWED**

The parties agree to establish a standing committee to discuss items in regards to Indigenous First Nations' work and/or projects.

Understanding that there are items covered by MT-50-2, the parties will discuss additional items and will forward items for agreement to the Vice President of the Powers' Workers Union and the Vice President of Employee and Labour Relations Strategic Planning for approval.

The parties also have agreed to a qualified Indigenous target of 2.5% of the total Appendix 'A' employees. If there is a specialized need qualified Indigenous candidates will be given priority hiring status into Appendix 'A'.

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Jonathan Rebick

Jason Fitzsimmons

Vice President


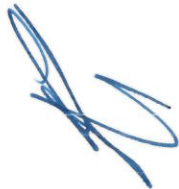
Strategic Planning Employee and Labour Relations Power Workers' Union

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Mel Hyatt

Tom Chessell

Vice President, Sector 3



**SIDE LETTER – RENEW AS MODIFIED**

April 1, ~~2015~~ 2018

Mr. ~~Mel Hyatt~~ Tom Chessell

Vice President, Sector 3

Power Workers' Union

**RE: SIDE LETTER RE SECURITY CLEARANCES - RENEWED**

This side letter is not to be reproduced in the collective agreement. The PWU acknowledges and agrees that the Employer has the right to perform appropriate Personal Risk Assessments (PRA) on existing, regular, temporary and Appendix A employees when required for legal or regulatory reasons. Where the Employer has reasonable cause to remove an employee from his/her position as a result of an employee's inability to pass a PRA, the employee will be transferred to an equivalent position for which a PRA is not required with no loss of salary. An "equivalent position" is one that is reasonably similar to the job the employee is doing, taking into account both the classification and location of the job.

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~~Jonathan Rebick~~

Jason Fitzsimmons

Vice President

~~Strategic Planning~~ Employee and Labour Relations

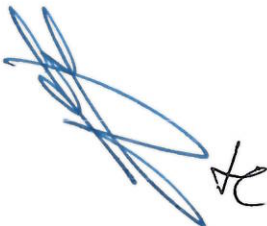
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~~Mel Hyatt~~

Tom Chessell

Vice President, Sector 3

Power Workers' Union



**SIDE LETTER – RENEW AS MODIFIED**

April 1, ~~2015~~ **2018**

Mr. ~~Mel Hyatt~~ **Tom Chessell**

Vice President, Sector 3

Power Workers' Union

**RE: SIDE LETTER RE TWHQ AND HIRING HALL STAFF - RENEWED**

It is recognized that temporary work headquarters ("TWHQ") are a requirement for the business and are used to reduce costs and increase overall efficiency. Understanding that there will be exceptions, the parties agree that as a general principle, regular employees should be utilized to perform work in their regular work location and not be placed on TWHQ while hiring hall employees perform similar work in their regular work location.

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~~Jonathan Rebiek~~

**Jason Fitzsimmons**

Vice President

Strategic Planning **Employee and Labour Relations**

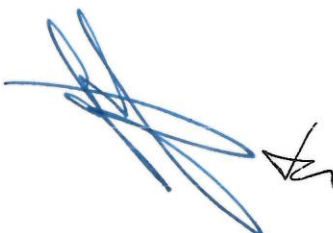
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~~Mel Hyatt~~

**Tom Chessell**

Vice President, Sector 3

Power Workers' Union



**SIDE LETTER – RENEW AS MODIFIED**

April 1, ~~2015~~2018

Mr. ~~Mel Hyatt~~Tom Chessell  
Vice President, Sector 3  
Power Workers' Union

**RE: SIDE LETTER RE TRANSFER OF EMPLOYEES - RENEWED**

- 1) This Side Letter is not to be reproduced in the collective agreement. This Side Letter shall apply only for the term of the collective agreement and is null and void effective March 31, ~~2018~~ 2020.
- 2) This Side Letter is only activated if Hydro One transmission or distribution assets are sold/transferred to or into another entity. Hydro One will ask the new employer to offer employment to all PWU represented employees who are performing the work being transferred. In all cases, should an employee decide to transfer to the new employer he/she does so under Article 17 and Hydro One has no further obligations with respect to that employee.
- 3) When 50 or fewer PWU-represented employees in a given year are directly impacted by the sale/transfer, these employees will not be required to transfer to the new owner as per #2 above.
- 4) When more than 50 employees are directly impacted by a sale/transfer in a given year, the parties will meet to discuss the Company's ability to absorb the impacted individuals should the employees elect not to transfer to the new employer as per #2 above. Should the parties be unable to agree the matter will be referred to the Chief Arbitrator for resolution. Any employees that are not absorbed by the Company as per the Arbitrator's ruling will be subject to the provisions of Article 17 of the collective agreement.
- 5) The PWU agrees that during the term of the collective agreement Hydro One can operate Article 11.0 up to 2 times per year in the affected classifications.

\_\_\_\_\_  
Jonathan Rebieck  
Jason Fitzsimmons  
Vice President  
Strategic Planning Employee and Labour Relations

\_\_\_\_\_  
Mel Hyatt  
Tom Chessell  
Vice President, Sector 3  
Power Workers' Union





**SIDE LETTER – RENEW AS MODIFIED**

April 1, 20152018

Mr. ~~Mel Hyatt~~ Tom Chessell  
Vice President, Sector 3  
Power Workers' Union

**RE: SIDE LETTER RE EMPLOYMENT SECURITY – RENEWED**

This side letter is not to be reproduced in the collective agreement. For the term of this collective agreement there will be no involuntary layoffs of regular staff at Hydro One Inc. except as outlined below.

This does not preclude the Company from terminating non-regular or regular seasonal staff.

This does not preclude the Company from utilizing Article 11.0, including Article 11.0(2)(a) and Article 11.1, Cash Out prior to implementation of surplus staff procedure.

This does not preclude the Company from terminating for cause.

This does not preclude the Company from utilizing Article 17.0.

~~Jonathan Rebick~~  
Jason Fitzsimmons

Vice President

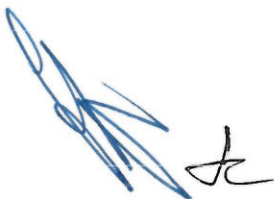
~~Strategic Planning~~ Employee and Labour Relations

~~Mel Hyatt~~

Tom Chessell

Vice President, Sector 3

Power Workers' Union



**NEW-SIDE LETTER – (The PWU agrees to deletion of the letter without prejudice to any ongoing grievances)**

April 1, 2015

Mr. Mel Hyatt  
Vice President, Sector 3  
Power Workers' Union

**RE: PENSION BENEFIT ACT ("PBA") SECTION 80.1**

~~This side letter is not to be reproduced in the collective agreement. It is Hydro One's understanding that the Government is willing to bring forward a regulatory amendment for consideration that would name the Hydro One pension plan in a manner consistent with the previously designated plans and under the existing framework. Hydro One shall request the Government of Ontario to add to the list of prescribed pension plans to which Section 80.1 of the PBA applies, and, if Hydro One is added to the list of prescribed pension plans to which Section 80.1 of the PBA applies, then Hydro One agrees to:~~

- ~~• Enter into negotiations which may lead to a transfer agreement with OMERS (as per the legislation). Hydro One will in good faith make all reasonable efforts to obtain such an agreement.~~
- ~~• Enter into a transfer agreement relating only to transfers for pre-2014 transactions (as per the legislation), subject to successful negotiation of terms of the transfer agreement (as per the first bullet).~~

~~Any transfer agreement shall include a "calculator" for transfers between the plans and any transfer under a negotiated transfer agreement shall always be subject to individual member consent.~~

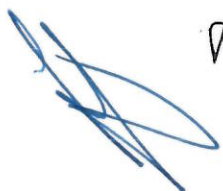
~~The parties further agree that any communications to members shall be agreed to between the parties and any transfer agreement shall be subject to and in accordance with the PBA and its regulations, as applicable.~~

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Jonathan Rebick  
Vice President  
Strategic Planning

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Mel Hyatt  
Vice President, Sector 3  
Power Workers' Union



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**NEW SIDE LETTER - DELETE**

~~April 1, 2015~~

~~Mr. Mel Hyatt  
Vice President, Sector 3  
Power Workers' Union~~

~~RE: APPOINTMENT TENURE OF THE CHIEF ARBITRATOR UNDER THE HYDRO ONE INC. / PWU  
COLLECTIVE AGREEMENT~~

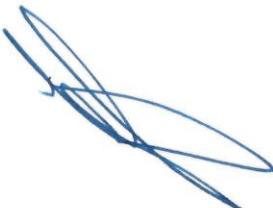

~~For the duration of the collective agreement, the parties agree to appoint John Murray as  
Deputy Chief Arbitrator.~~

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Jonathan Rebick  
Vice President  
Strategic Planning

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Mel Hyatt  
Vice President, Sector 3  
Power Workers' Union

**NEW SIDE LETTER - DELETE**

~~April 1, 2015~~

~~Mr. Mel Hyatt  
Vice President, Sector 3  
Power Workers' Union~~

**RE: OUTSOURCING OF SERVICES COVERED BY THE INERGI MASTER SERVICES AGREEMENT**

~~This Side Letter is not to be reproduced in the collective agreement. This Side Letter shall apply only for the term of the collective agreement and is null and void effective March 31, 2018.~~

~~This Side Letter is only applicable to the work performed under the Inergi Master Services Agreement ("Outsourcing Agreement"), as entered into December 28, 2001, extended May 1, 2010 and re-awarded to Inergi on November 28, 2014. Under the Outsourcing Agreement, Inergi LP performs a range of services for Hydro One, as more particularly set out in or contemplated under the Outsourcing Agreement (the "Outsourced Services"). This side letter confirms that the Outsourced Services performed under the Outsourcing Agreement must be performed:~~

- ~~1. — By persons employed within Ontario to perform those Outsourced Services, and~~
- ~~2. — Physically located in Ontario at the time they perform those Outsourced Services~~

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Jonathan Rebick  
Vice President  
Strategic Planning

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Mel Hyatt  
Vice President, Sector 3  
Power Workers' Union

