

COLLECTIVE AGREEMENT

Between

HYDRO ONE INC.

and

POWER WORKERS' UNION

CANADIAN UNION OF PUBLIC EMPLOYEES – C.L.C.

LOCAL 1000

April 1, 2000 - March 31, 2001

TABLE OF CONTENTS

Part	Title	Pages
	Articles (Salmon)	1 - 70
A	General Items (Green)	A-1 - A-106
B	Maintenance Trades (Yellow)	B-1 - B-35
C	Electrical Operators (Blue)	C-1 - C-27
D	Weekly Salaried (Pink)	D-1 - D-55
	Appendix "A" for Construction and Supplementary Maintenance (Orchid)	AP-1 - AP-53

NOTE

In order to readily **identify** changes in this Agreement from the previous one, new changes are printed bold and in **italics**. Note that certain foreign words used within the text are, by convention, also printed in italics however these words are **easily identifiable** and should not cause confusion.

MID-TERM AGREEMENTS
Index

Number	Title	Former Number
MT-1	Telephones in Employees Residences	NPP 1
MT-2	Responsibility for Obtaining Licenses	NPP 2
MT-3	Time Charges and Expenses - Power Workers' Union Representatives	NPP 3
MT-4	Hand Tool Ownership and Trades Occupational Definitions	NPP 4
MT-5	Expense Reports and Transportation Requisitions	NPP 6
MT-6	Special Time Off -Extreme Weather Closures	NPP 15
MT-7	Burial Expenses and Allowance to Estate of a Deceased Employee	NPP 16 NPP 22
MT-8	Employees Participating in Politics	NPP 25
MT-9	Payment of Corporation Employees Utilized for Forest Fire Fighting	NPP 26
MT-10	Banked Time Arrangement for Trades and Weekly Salaried Staff	BT 64 BT 42
MT-11	Processing of Waiver Requests	PW 1-1
MT-12	Contracting Out	PW 2
MT-13	Late Applications	PW 4
MT-14	Future Agency Employees	PW 12-1
MT-15	Provision of French Language Services	PW 32
MT-16	Wage Schedules 86 and 89	PW 34
MT-17	Benefit Entitlement of Construction Employees Transferring into the Power Workers' Union Bargaining Unit	PW 35
MT-18	Professional Engineering Year (P.E.Y.) Students	PW 38
MT-19	Secondary School Student Cooperative Education Program	PW 44
MT-20	Pay Equity Plan Supplemental	PW 45-1
MT-21	Purchased Services	PW 46-1
MT-22	Professional Experience Year (PEY) Students	PW 47-1

MID-TERM AGREEMENTS

Index

Number	Title	Former Number
MT-23	Transfer of Stations and Territories Field Staff Within the City of Toronto	R-3-1
MT-25	Colony Location Allowance	R-33-13
MT-25	Vehicle Services Attendants	R-35
MT-26	Toronto Association of Community Living Reclamation Yard Kipling Avenue Service Centre	R-81-1
MT-27	Handyperson - Peterborough	R-109
MT-28	Remote Community Electricity System Division Work Headquarters	R-145-1
MT-29	Regional Maintainer Classifications	R-147-1
MT-30	Relief Operator ~ Electrical Operators Hamilton Beach ~ Burlington TS and Mississauga District	R-175
MT-31	Overtime Option of Paid Time Off in Lieu Grid Business Unit	R-190
MT-32	Overtime Option of Paid Time Off in Lieu Distribution Network Services	R-191-3
MT-33	Regional Maintainer -Cable Splicer	R-201
MT-34	Alternate Working Arrangements – John Wulff	R-204-1
MT-35	On-Call Provisions for Part D Employees, Enterprise Technology Services, ITS Operations Department, Field Support Team	R-224
MT-36	Integration of Grievance Settlement P-12 and Article 11	R-231
MT-37	12 Hour Shift Provision – Distribution Operations Management Centre	R-244
MT-38	Customer Service Representative I	OHSC-R-239
MT-39	Customer Service Administration Consolidation	OHSC-R-241
MT-40	Hydro One Inc. Acquisitions	OHSC-R-242
MT-41	Senior Shift Authority Position and Redeployment of Level 1A Operators and Electrical Area Supervisors to Level 1 Operator Positions	OHSC-R- 243
MT-42	Regional Site Maintenance - M.O.E.E. License	OHSC-R-244

MID-TERM AGREEMENTS

Index

Number	Title	Former Number
MT-43	Noel V. Julien -- Merivale Service Centre	
MT-44	Customer Service Supervision	
MT-45	Suspended Items from April 1, 1996 -- March 31, 2000 Collective Agreement	

TABLE OF CONTENTS

ARTICLES

ARTICLE 1	RECOGNITION COLLECTIVE BARGAINING UNIT
ARTICLE 2	GRIEVANCE PROCEDURE
ARTICLE 2A	DISCIPLINE AND DISCHARGE
ARTICLE 3	ARBITRATION
ARTICLE 4	WORKING CONDITIONS
ARTICLE 5	UNION SECURITY
ARTICLE 6	NO DISCRIMINATION
ARTICLE 7	MANAGERIAL RIGHTS OF THE COMPANY
ARTICLE 8	JOB CLASSIFICATION AND WAGE RATES
ARTICLE 9	SPECIFIC MATTERS OF AGREEMENT
ARTICLE 10	SELECTION TO VACANCIES
ARTICLE 11	SURPLUS STAFF PROCEDURE
ARTICLE 12	PURCHASED SERVICES AGREEMENT
ARTICLE 13	EMPLOYMENT SECURITY PLAN
ARTICLE 14	E - S E C - A N D W O R K ASSIGNMENT
ARTICLE 15	SUCCESSOR BIGHTS
ARTICLE 16	DURATION OF THE AGREEMENT

COLLECTIVE AGREEMENT
BETWEEN

HYDRO ONE INC. (The Company)

and

POWER WORKERS' UNION (PWU), CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1000 - CLC, hereinafter referred to as the "Union" which executes this Agreement by **D.F. MacKinnon, P. Reece** and **M. Hyatt**, who have been duly appointed for the purpose, in accordance with the constitution of the Union.

WHEREAS the Union has requested the Company to enter into a Collective Agreement and the Company has consented thereto:

NOW THIS AGREEMENT WITNESSETH

that there shall be four parts, namely, Part 'A' - General Items, Part 'B' - Maintenance Trades, Part 'C' - **Electrical** Operators, and Part 'D' - Weekly-Salaried. It is also witnessed that the Company and the Union agree each with the other as follows:

**ARTICLE 1
RECOGNITION
COLLECTIVE BARGAINING UNIT**

- 1.1 The Company recognizes the Union as the sole bargaining agent for all regular, part-time and temporary employees¹, including technicians of the construction field forces and security employees² but excluding:
- (a) Employees now represented by other bargaining agents.
 - (b) Persons above the rank of working supervisor.
 - (c) Persons who exercise managerial functions in accordance with the *Ontario Labour Relations Act*
 - (d) Persons employed in a confidential capacity in matters relating to labour relations in accordance with the *Ontario Labour Relations Act*

¹ "Employees" are employees pursuant to the *Labour Relations Act for Ontario SO, 1995, c.1 Schedule A*, as amended.

² Security employees at the following locations: (At the time of printing no locations were identified).

- 1.2 When an employee is removed from normal duties to act in a vacated **position** or relieve for an incumbent or perform a temporary assignment, the **following** shall apply:
- (a) When the length of **time involved** is known to be three months or less, the employee **will retain his/her** present **jurisdictional** status.
 - (b) When it **is** expected that the length of time will be longer than three months, the employee will be excluded or included at the commencement of **his/her** new **responsibilities**. However, in the event the period is actually less than three months:
 - (1) **in** exclusion cases, the **Union will** be reimbursed the dues which would have been paid;
 - (2) **in** Inclusion cases, the **Union will** reimburse the employee the dues which have been paid.
 - (c) When the length of **time** is unknown, the employee **will** retain **his/her** present jurisdictional status up to the three month **period**. If the period extends beyond three months, the employee will then be either included or excluded.

ARTICLE a
GRIEVANCE PROCEDURE

- 2.1 **This** procedure shall not apply to **Union** concerns regarding the adequacy of job documents and/or the rating, for jobs covered by the Clerical-Technical Job Evaluation Plan, **which** shall be processed in accordance with the challenge procedures contained in the Clerical-Technical Job Evaluation Manual.
- 2.2 Any **allegation** that an employee has been subjected to unfair treatment or any dispute arising out of the content of **this** Agreement shall be understood to be a fit matter for the following grievance procedure. AU matters of grievance by any employee or group or class of employees for whom the Union is the bargaining agent and **which** the Union may desire to present shall be dealt **with** in accordance with the following procedure.

2.3 It is mutually agreed by the parties hereto that it is the **spirit** and intent of this Agreement to adjust **grievances** promptly. Therefore, any employee covered by **this** Agreement having a grievance may present such grievance to the representative of the **Union** appointed by the Union for that purpose. The Union representative may **then** proceed to have **such grievance** adjusted **in** accordance with the following steps **established** hereby for the purpose of adjusting grievances.

2.4 Grievances

Grievances are to be **filed** within thirty **(30)** days from the date that the **grievor** knew or should have known the facts **giving** rise to the grievance. The Company is to reply in **writing** within seven **(7)** days.

Steps in grievance process: Non-disciplinary matters:

Step 1 Within seven **(7)** days of reply or **time limited** for reply, a meeting **with** contact supervisor.

Step 2 If Step 1 meeting not held or if grievance not resolved at Step **1**, grievances go to next scheduled meeting of Grievance Review Board.

2.5 Grievance Review Board

The Grievance **Review** Board **shall** consist of two **Union representatives (at a high level)** and two Management **representatives** (at a high level), who **will** have the **authority** to agree unanimously to a final and binding settlement of any grievance or unanimously agree to the scheduling of any grievance.

Grievance Review Board **meetings** are to be scheduled regularly as agreed to by the parties or ordered by the Chief Arbitrator in all work **locations**. The purpose of **the** Grievance Review Board will be to attempt to settle all cases, failing which the Grievance Review Board will agree to facts where possible and ensure that all documentary and other evidence is disclosed by the **parties**.

If not resolved at the Grievance Review Board, grievances move to arbitration.

2.6 Disciplinary Matters

- 2.6.1** Prior to the imposition of any **disciplinary** penalty, the Company shall hold a Disciplinary Interview, which shall replace Step 1 of the grievance process.
- 2.6.2** The Company shall **provide** the Union and any employees who may be **disciplined** three **(3)** days' notice of the Interview.
- 2.6.3** The Interview **shall** take place between the Company, the Union and the accused individual.
- 2.6.4** The Company shall set out its allegations and except where the allegations could constitute a **criminal** offence, the Union or the individual(s) shall set out their version of the events. **Minutes**, but not a transcript, of the **Interview** setting out the substance of the discussion shall be taken.
- 2.6.5** The minutes of the meeting shall be provided to the Union and the accused individual(s) within seven **(7)** days of the **Interview**.
- 2.6.6** The Union and the accused **individual(s)** shall forward a written reply to the minutes, if any, within seven **(7)** days of receipt of the minutes.
- 2.6.7** Should the Company choose to Impose discipline, the **Union** has ten **(10)** days to **file** a grievance commencing at Step **2**.
- 2.6.8** Nothing in the disciplinary interview process is intended to interfere **with the** Company's **right to investigate** matters.
- 2.7** Facilities and Costs
 - 2.7.1** The Company shall provide the necessary facilities for all **meetings in the grievance** process.
 - 2.7.2** Maintenance of normal earnings and payment of expenses shall be provided by the Company for all Union **representatives** on a grievance committee.
 - 2.7.3** The fees of all arbitrators and costs associated with arbitration hearings shall be shared equally by the parties, subject to current practices.

2.8 Dispute Resolution – Article 8, Plan B and OGLs

Any Article 8, Plan B or OGL disputes shall be resolved on an expedited basis as set out below:

- 2.8.1** 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. **Fatling** a resolution of the matter within fourteen (14) days of **filing the** grievance, the matter **will** be referred to the next meeting of the Job Classification Committee (JCC). **Falling** resolution at that meeting, the grievance shall be referred to the Job **Classification** Tribunal (JCT).
- 2.8.2** The JCC shall sit monthly or as otherwise agreed to by the parties and consist of **two (2) union** and two (2) employer representatives. It **shall** have the power to resolve any Article 8 and Plan B disputes referred to it by unanimous **agreement**.
- 2.8.3** The JCT shall consist of a Chair, a Union nominee and a Company Nominee. The parties hereby nominate Chris **Palaire and John West** as their nominees. Martin **Teplitzky** shall be the **Chair** and may, after consultation with the parties, appoint **his** successor as Chair.
- 2.8.4** The JCT shall hear grievances on an expedited basis and decide at least **fifteen (15)** grievances per day. No decision of the JCT is precedent setting unless the JCT expressly declares it to be so.
- 2.8.5** Briefs shall be prepared by each party for each grievance including a statement of facts, brief argument and the relevant provisions of the **Collective** Agreement. These briefs shall be provided to the Chair of the JCT at least 7 days prior to any hearing date. The Chair of the JCT will advise **which** grievances **will** require witnesses for credibility issues. The **parties** will also exchange these briefs.
- 2.8.6** The JCT **shall** determine its own procedure, may admit evidence that would not be admissible **in** court and may rely on such evidence to render a **decision**. The JCT shall have the power and authority to determine the real issues in dispute between the **parties** in any particular case and *to* relieve against time **limits** in the grievance process. All

decisions will be **final** and binding. All arbitrators shall have the power to make interim **relief** orders. The **JCT** shall take into consideration the relevant terms of the collective agreement and its appendices.

2.9 Facilities and Costs

- 2.9.1** The Company shall provide the necessary facilities for all **meetings** in the Article **8**, Plan **B**, and **OGL** grievance process.
- 2.9.2** 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 **2.8**.
- 2.9.3** The fees of the **JCT Chair** and costs associated with **JCT** hearings shall be shared equally by the parties. Each party **will** pay its own **nominee** on the **JCT**.
- 2.10** The Company will **finalize** any formal grievances presently in the process of **completion** but not **finalized** before the Agreement **is** signed.

ARTICLE **2A**
DISCIPLINE AND DISCHARGE

- 2A.1** Any **allegation** that an employee has been demoted, suspended, discharged or otherwise **disciplined** without just cause shall be a **fit** matter for the **grievance** and arbitration procedures as provided for in this Collective Agreement.
- 2A.2** When disciplining or **discharging** probationary employees for just cause, it is **recognized** that the probationary **period** is an extension of the selection process and that they have short service. Therefore, the threshold for discipline and discharge may be less than that of a regular employee in similar **circumstances**.
- 2A.3** Disciplinary **penalties** resulting in a **suspension** without pay will not be imposed until a final decision, (agreement between Union and Management, or an arbitrator's judgment) has been reached.

2A.4 A copy of all letters of employee reprimand shall be sent to the chief steward, except in cases where in the Company's **opinion** the matter involved is of a **confidential** nature. In the latter Instance, the letter will state that the Union has not received a copy of the letter.

This shall not prevent a supervisor from taking on-the-job disciplinary action including immediate suspension subject to later **confirmation**.

2A.5 Unless otherwise agreed to, after a letter(s) of reprimand has been on an employee's **file** for a maximum of two years, and there have been no further occurrences, then the letter(s) of reprimand will be removed from all files.

ARTICLE 3 ARBITRATION

3.0 THE ARBITRATION PROCESS

The arbitration process will continue on the basis of the practice currently adhered to by the parties, but any disputes relating to such practice or any requests for changes in the **practice** may be referred to the **Chief** Arbitrator, or **Deputy Chief** Arbitrator as referred to *herein*, for a ruling.

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

3.2 **Where** a **difference** arises between the parties relating to the interpretation, application, or administration of this Agreement, including any **question** as to whether a matter is **arbitrable**, or where an **allegation** is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, **notify** the other party **in writing** of its desire to **submit** the difference or **allegation** to arbitration.

3.3 *Unless the parties agree to a **Board of Arbitration**, or the **Chief** Arbitrator or the **Deputy Chief** Arbitrator so*

order, all grievances shall be submitted to Single Panel Arbitration.

3.4 Chief Arbitrator and Deputy Chief Arbitrator

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

3.5 All Arbitrators

All arbitrators are to determine their own procedure, may admit evidence that would not be admissible in court and may rely on such evidence to render a decision. All arbitrators will have the power and authority to determine the real issues in dispute between the parties in any particular case and to relieve against time limits in the grievance process. All arbitrators' decisions will be final and binding. All arbitrators shall have the power to make interim relief orders.

3.6 Principles of Single Panel Arbitration

- (a) Arbitrators shall decide up to fifteen (15) grievances each day. The cases shall be heard on an expedited basis after the parties have exchanged their written briefs. Oral evidence may be called only where the arbitrator deems necessary and only with leave of the arbitrator.
- (b) The decisions are precedent setting and shall be accompanied by reasons on any non-factual issues.
- (c) The parties may use the services of counsel.

3.7 Powers of the Chief Arbitrator in the Single Panel Process

- (a) The Chief Arbitrator, in consultation with the part&s, will have the power to:
 - (i) appoint arbitrators;
 - (ii) assign grievances for resolution;
 - (iii) schedule hearing dates in consultation with the parties.

Any of the Chief Arbitrator's powers may be delegated to the Deputy Chief Arbitrator.

3.8 Board of Arbitration

A Board of Arbitration shall consist of a Company nominee, a PWU nominee, and an Arbitrator. A party requesting that a grievance be heard by a Board of Arbitration shall do so in writing to the other party within 10 days of the date the GRB referred the grievance to arbitration.

3.8.1 Nominees

Once either party notifies the other party that an unresolved grievance will be referred to arbitration, such notice shall contain the name of the first part's nominee to an arbitration board. The recipient of the notice shall within 10 days, if he/she consents to the grievance being heard by a Board of Arbitration, advise the other party of the name of its appointee to the arbitration board. The parties shall then have 10 days to agree to a Chairperson for the Board of Arbitration.

3.8.2 Arbitrator

If the parties agree that a Board of Arbitration should hear a grievance but fail to agree upon a chairperson within the time limit, an appointment shall be made by the Chief Arbitrator, or, if the Chief Arbitrator is incapable of doing so, through the facilities of the Ontario Labour Management Arbitration Commission or the Minister of Labour, upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Board of Arbitration, but if there is no majority, the decision of the chairperson shall govern. However, in no event shall the Board of Arbitration have the power to change, alter, modify or amend any provision of this Agreement.

3.8.3 Powers of the Chief Arbitrator in the Board of Arbitration Process

- (a) To determine the hours within which arbitrations are conducted.
- (b) To assist in reducing the cost, and reducing the delay and increasing the efficiency of the arbitration process.

ARTICLE 4
WORKING CONDITIONS

4.1 Working **conditions** during the term of this Agreement shall be as outlined **in** this Agreement and Mid-Term **Agreement**³ except such **Mid-Term** Agreements as are agreed obsolete by the parties.

In addition, the general environmental **privileges** surrounding an employee shall also be considered as working conditions. These privileges would **include** such things as wash-up **time**, transportation facilities, safety appliances, general safety or health precautions.

4.2 Any **modification within** the confines of this Agreement shall be subject to agreement by the Company and the Union's executive. Changes to the **undernoted** subjects, however, can be made **with** the written agreement of the **Chief Steward with** the exception as noted **in 4.2(e)** and may be cancelled by either party upon the giving of **30** days' notice:

- (a) Changes **in** working hours between the hours of **7:00** am to **6:00** pm for an individual, work group or crew.
- (b) The extension of **acting** positions beyond **90** days as outlined in Part **'B'**, Section **23.0**; and Part **'D'**, Section **7.2**.
- (c) Modifications to hours of work (**specific**) at all **locations** for banked **time** arrangements.
- (d) Local extensions to a **maximum** of three months beyond the normal **12** accumulated months (**in which** there have been no breaks in employment exceeding five months) on the use of temporary employees to meet short term **staffing** requirements without invoking regular-seasonal status.
- (e) Arrangements allowing **flexibility** for employees assigned to temporary work headquarters subject to **PWU** Sector Vice-President or **delegate** approval.

4.3 Unless **specifically** referred to in a Mid-Term Agreement the **pertinent provisions** of the Collective Agreements shall apply.

³ A Mid-Term Agreement is a modification of the Collective Agreement executed by the parties on the prescribed form (a specimen of which is shown below) during the term of the Collective Agreement.

(SAMPLE)
MID-TERM AGREEMENT
TITLE

Number

Date

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

THE COMPANY

UNION

4.4 *Employees shall be allowed access to their own personnel file. Employees should submit the written request to their supervisor. Review of the file shall be carried out in the presence of the supervisor or human resources contact. Additions or deletions to the file shall be made only with the approval of the supervisor and the human resources contact.*

ARTICLE 5
UNION SECURITY

- 5.1** All employees covered by **this** Agreement who are members of the **Union** on the date hereof shall, as a condition of employment, **maintain** such membership.
- 5.2** Employees who **are** not members on the date hereof but who become members of the **Union** subsequent to said date shall as a condition of employment, **maintain** their membership thereafter.
- 5.3** New employees shall, as a condition of employment, be or become members of the **Union** within **15** days of their engagement and shall, as a condition of employment, **maintain** their membership thereafter.
- 5.4** Membership as a condition of employment as **specified** in **5.1, 5.2** and **5.3** shall not apply **while** membership is **withheld** or suspended, or where a member is expelled by the **Union**.
- 5.5** In **all** cases for employees **in** the Collective Bargaining Unit as **defined** in **Article 1**, the Company shall be responsible for the **signing** of dues **authorizations** and shall deduct from the weekly wages of each employee, an amount equal to the

weekly union dues **in** effect at the time and shall transmit the monies so deducted to **the Financial Officer** of the Union at the times designated by the Union.

- 5.6 A **Union** representative **will** be given an opportunity to conduct an **orientation** session for new probationary/regular employee(s) or temporary employees **with** greater than 6 months' service **within** regular working hours at a time and of a duration that **is** mutually agreeable between the Company and the Union. The purpose is to acquaint the new employee with the benefits and duties of **union** membership.
- 5.7 The Company **will** not oppose any action by the Union to **discipline** its members as **identified** in its **constitution**.

ARTICLE 6 NO DISCRIMINATION

- 6.1 The Company shall not **discriminate** against an employee because of membership or **activity** in the **Union** or the exercise of **his/her** lawful rights, and any employee covered by the Agreement who feels that he or she has suffered discrimination shall have the **right** to seek redress in accordance **with** Grievance and Arbitration Procedures.
- 6.2 An employee who has a complaint with respect to **discrimination** in the employment relationship, as envisioned under the Human Rights Code, will have access to the internal Human **Rights** resolution process if he/she so desires. The employee, if he/she so desires, may have a Union representative present. **The** complaint, the Human Rights **resolution** process and the results of same shall not be subject to the **grievance/arbitration** process.

ARTICLE 7 MANAGERIAL RIGHTS OF THE COMPANY

The Company has and shall retain the exclusive right and power to manage its business and direct its **working** forces including, but without **restricting** the **generality** of the foregoing, to right to hire, suspend, discharge, promote, demote, and discipline any employee. The Company shall exercise the **said** functions **in** accordance **with** the **provisions** of this Collective Agreement.

**ARTICLE 8
JOB CLASSIFICATION AND WAGE RATES**

Job **classification** and wage rates shall be as they appear in wage schedules constituting part of this Agreement. The Company shall discuss **with** the Union any changes to existing job **classifications** and wage rates, or the introduction of new job **classifications** and new wage rates. Where a **difference** arises between the parties, the Company may introduce the new or amended Job **classification** or wage rates; but either party may require that the difference between them be submitted **directly** to the arbitration process as detailed in **Article 2.8** and the decision **shall** be binding on both parties.

**ARTICLE 9
SPECIFIC MATTERS OF AGREEMENT**

- 9.1 These matters are to be dealt with in accordance **with** Parts 'A', 'B', 'C', 'D' and the **Union Clerical-Technical Job Evaluation Manual**.
- 9.2 Where a new **field** of endeavour is undertaken by the Company and the employees concerned **fall** within the jurisdiction of the Union by virtue of Article 1, the **question** of whether such employees **will** be covered by an existing part of the Collective Agreement, an **existing** part of the **Collective** Agreement with special provisions or **modifications**, or a new part of the **Collective** Agreement will be one for **Joint** agreement.

**ARTICLE 10
SELECTION TO VACANCIES**

- 10.1 **General**
- 10.1.1 No person shall be appointed to a vacancy **in** the **PWU** Jurisdiction **until all qualified PWU** represented applicants have been selected. This restriction **is limited** to situations **involving** inter-union Jurisdiction and does not apply to non-union personnel.
- 10.1.2 If an employee is appointed to a vacancy within the **PWU** jurisdiction from a bargaining unit which restricts seniority **in** the Company to its own membership, **his/her** seniority **will be limited to service within** the **PWU** bargaining unit.

10.1.3 The Company may request a waiver of Posting and/or Selection from PWU when there are medical reasons related to the employee or his/her immediate family, as verified by the Chief Physician/Manager of the Health Services Department. If the waiver request is agreed to by the Union, the employee will be appointed to the position.

Employees appointed to positions, which are filled due to an agreed to waiver of posting and/or selection, will be entitled to moving expenses in accordance with the provisions of Part 'A', Item 23.0.

10.1.4 Appointments/Notification

- 1.** If the candidate selected has already been appointed to another position, but has not yet reported to the new Job, he/she shall be given the opportunity of choosing the one he/she prefers unless it is in the Company's interest that he/she accepts the first appointment.
- 2.** On request, the Company will explain, in writing, to any unsuccessful applicant for an advertised vacancy, the reason why he/she was not selected for the position.
- 3.** All regular full time and regular part time positions within or one level above the Union's jurisdiction will be advertised province-wide when they become vacant. Selection to be made or the vacancy cancelled within four months after the posting date of the advertisement. Transfers of successful applicants to be made or rate for the new position paid in accordance with the Promotion Rule as identified in Part A, Section 25.2, 60 days from the date of selection for the position.
- 4.** Vacancies as set out in Article 10.5.0 shall not be subject to the provisions contained herein 10.1.4.7 to 10.1.4.9 inclusive.
- 5.** One copy of the compiled list of applicants for all advertised vacancies will be forwarded to the Union office.
- 6.** If the decision has been made within five weeks of the closing date of the advertisement, then at that time, the vacancy management office will be responsible for:

Advising all applicants who have been interviewed of the decision in writing.

Supplying Human Resources with the list of successful **applicants** for publication. The published list will be considered appropriate **notification** for those applicants who were not interviewed.

- 7.** If the decision has not been made **within five** weeks of the closing date of the advertisement, then at that time, the supervisor with the vacancy or his/her **Human Resources Manager** will be responsible for:

Ensuring that all **applicants** who do not possess the necessary **qualifications** are **notified** that their applications have been considered and they were not successful.

Ensure that all remaining applicants are informed of the delay, the status of their **application** and when a decision is likely to be made.

- 8.** When a **final** decision has been made, the supervisor *of the vacancy management office* will ensure that:

The unsuccessful applicants not yet informed are **notified** of the **final** decision as soon as possible. **The** name of the successful applicant should be **given**.

The successful applicant and his/her supervisor is **notified**.

Notify Human Resources of the name of the successful applicant for **publication**.

- 9. Similar Vacancies**

When a **similar** vacancy occurs beyond four months **following** the posting date of the advertisement, it must be **re-posted** and considered separately.

- 10.1.5** The following **definitions** shall be used to determine an employee's entitlement to be considered for a non-supervisory vacancy:

(A) Seniority

Except as provided in Section **10.1** of this **Article**:

1. An employee's **seniority**, for purposes of selection to vacancies, shall be the service credit as **defined** in Part 'A', Item **5.0**.
2. Service with an acquired company **will** be added to the employee's seniority.
3. The total service credit with the Company will be used for comparing seniority of applicants rather than service in a position, trade, or occupation.

(B) Base Weekly Income

1. The **maximum** base rate per classification as shown on wage schedules **20, 21, and 31**.
2. The **maximum** base hourly rate per **classification** as shown on wage schedules **24, 25, 26, 27, 28, 29, and 32** multiplied by **40** hours.

(C) Promotion Application

1. Where the base weekly income (**maximum** rate) of the advertised **position** is higher than the base weekly income (maximum rate) of the applicant's present position.
2. Where an employee submits an application to a position of equal rating (same base weekly income) which requires fewer normal weekly hours of work.
3. Where an employee who presently occupies a position regularly requiring or subject to shift work, applies for a position of equal rating (same base weekly income) but not regularly requiring or subject to shift work.

(D) Lateral Application

Where the maximum rate (base weekly income) of the position applied for is equal to the maximum rate of the applicant's present **position** and the factors **identified** in **10.1.5 C (2)** and **10.1.5 C (3)** do not exist.

(E) Demotion Application

Where the maximum rate (base weekly income) of the position applied for is lower than the maximum rate of the applicant's present position.

10.2.0 Supervisory Positions

1. In considering applicants for supervisory positions, primary consideration should not be given to **seniority** but to personal qualities such as leadership, **reliability**, judgment, ability to **organize** and instruct and an understanding **and** a display of the **practice** of good human relations. For supervisory positions, an endeavour will be made to select the most promising candidate.
2. **Only** those individuals satisfactorily possessing the above characteristics, as assessed by the Company, should be considered. Where practicable, applicants for supervisory positions should be interviewed by the **supervisor** responsible for the selection. Seniority will govern only **in** cases where there does not appear, in the Company's opinion, to be much **difference** in **qualifications**.
3. For the purpose of **this** article, supervisory positions will include:
 - (a) Union Trades Supervisor - Level 3 and higher positions in the trades
 - (b) Senior Electrical Area Supervisor, level **1A** - Operator, Electrical Area Supervisor, level 1 Operator, **Senior Shift Authority** and Outage Scheduler
 - (c) Clerical-technical jobs which are credited with degree 3 or higher in the **Responsibility** for Supervision factor of the Clerical-Technical Job Evaluation Plan.
4. The provisions of Article **10.2.0.3** above will not affect the status of incumbents for Union representation or the future posting of vacancies as they may occur.

5. Appointments to positions above the jurisdiction of the **Union** shall not be subject to the Grievance Procedure. However, **the** Company will give due consideration to representations of the Union where there is evidence of obvious **irregularities** or discrepancies.
6. **Candidates selected to supervisor vacancies which represent a lateral or demotion in accordance with Article 10.1.5 and employed for a minimum of five years. In their current work headquarters shall be entitled to moving expenses in accordance with the provisions of Part 'A'. Item 26.0. Candidates selected to promotions shall be entitled to moving expenses in accordance with the provisions of Part 'A'. Item 23.0.**

10.3.0 Non-Supervisory Positions: Clerical Technical and **Operators**

Exceptions: Positions identified in Section **10.2, 10.4.0 and 10.5.0** of this Article.

1. The Company **will** use all available **information** and determine those **applicants** who are **qualified** to **fill** the vacancy.

One of the requisites is the minimum years of **experience** as set out in the job **specification**. Before any consideration is given to **seniority** the supervisor responsible for making the **selection** must determine, from the list of applicants, those employees who have the **qualifications** to do the job **satisfactorily**.

A **recommendation** by the **supervisor** should then be made from the qualified employees, overall seniority being the **governing** factor.

An employee's **experience with** another company will be taken into consideration in determining his/her **qualifications** for a **position**.

- 10.3.1** Management reserves the right to restrict **the application** to **a vacancy** under Article **10.3.0** when the selection of candidates, for whom it may result in a lateral or **demotion**, reduces the capability **in** a given **classification** below that considered by Management as required for the effective

continued operation of the sending department at a location (eg, P&C Staff at Middleport). In such situations, only those senior **qualified** candidates **will** be selected from **that** department at a location **which** will not adversely affect its effective **continued operation**; the remaining senior qualified candidates **will** be selected from other departments at a location on the same basis. Location is defined in Article 11.3.

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

10.3.2 Transportation and Moving Expenses

Candidates *selected to non-supervisory vacancies* which represent a lateral or demotion in accordance with Article 10.1.5 and **employed for a minimum of five** Z/ears in their current work headquarters shall be entitled to moving **expenses** in accordance with the **provisions of Part 'A', Item 23.0**. Candidates selected to the promotions shall be entitled to moving expenses in accordance with the **provisions of Part 'A', Item 23.0**

10.4.0 Non-Supervisory Positions: Trades

Selection to Trade Classifications on Wage Schedule 25 (Trade Groups 01 and 02), Wage Schedule 28, Wage Schedule 27 (Trade Group 01, 02, 07), Wage Schedule 24 (Trade Group 01, 10).

1. Senior **qualified journeyman** from a formally established **travelling** crew with three (3) or more **years** continuous service on the **travelling** crew for whom *the vacancy represents an equal classification*, provided that **not more than 20%** of the total **classification complement** from a travelling crew is **transferred** in a calendar year. In calculating the **20%** attrition **ratio**, a **transfer** for purposes of this item will be **defined** as **any** employee **transfer** out of such **travelling crew** to **any** position within the Company. **Moving expenses** as **defined** in Part 'A', Section 23.5 will **apply** to such **transfers**.
2. Senior **qualified journeyman** applicant for whom the **vacancy** represents an equal **classification**.

3. Senior qualified applicant from another classification.

4. The Union will meet with Management twice yearly to participate in the development of selection strategies of the following:

(I) Senior qualified journeypersons from the PWU Hiring Hall.

(II) Senior qualified journeyperons from the PWU Hiring Hall who have successfully completed the the Hydro One Inc. apprenticeship.

(III) All other regular internal applicants.

Note: When **selecting from (I) or (II) above, Section 18 of Appendix "A" shall apply to each group separately.**

5. External applicants

10.4.1 Selection will be subject to:

(A) The employee must be releasable in accordance with the provisions of Article 10.3.1. This does not apply to 10.4.0.1.

(B) Employees with documented performance deficiencies or job related health limitations as identified by the Health Services Department may not be eligible for lateral considerations.

10.4.2 Transportation and Moving Expenses

Candidates **selected to non-supervisory trades positions will not be automatically entitled to the moving and transportation expenses** provided in Part 'A', Item **23.0. Reimbursement of any such expenses** incurred by the employee, in whole or in part, **shall be at Management's discretion.**

10.5.0 Non-Supervisory Positions: Other Positions

The following classifications will be selected on the following basis:

- **Trades positions of journeyperson rank and lower covered by Part 'B' with the exception of Wage**

Schedule 25 (Trade Groups 01 and 02), Wage Schedule 28, Wage Schedule 27 (Trade Group 01, 02, 07), and Wage Schedule 24 (Trade Group 01, 10).

• **Operator Trainees**

• **Other jobs below Grade 55 covered by the Clerical-Technical Job Evaluation Plan.**

1. Article 10.5.0 vacancies will be internally advertised province-wide for the same time period as other vacancies. Similar vacancies that occur within four months of the posting date of the advertisement will not require posting.

2. All employees are eligible to apply and will be given fair and objective consideration prior to hiring of applicants from outside the Company. When making appointments, seniority will not be the governing factor.

3. The senior qualified journey person applicant for whom the vacancy represents an equal classification will be selected subject to the following:

(I) The employee must be releasable in accordance with the provisions of Article 10.3.1.

(II) Employees with documented performance deficiencies or job related health limitations as identified by the Health Services Department may not be eligible for lateral considerations.

(III) When filled by the senior qualified applicant as per the above, the resulting backfill vacancy will be filled in accordance with provisions of paragraph 10.5.0.2.

4. Selection Priority

Selections will be made in the following order:

(I) Senior qualified journey person applicants for whom the vacancy is an equal classification.

(II) Applicants selected on the basis of fair and objective consideration.

5. Article 10.5.0 vacancies are different from other vacancies, hence there shall be no requirement upon the Company to apply the provisions related to posting of vacancies contained in 10.1.4. The successful applicant will be identified in the Selection Notices.

10.5.1 Transportation and Moving Expenses

Candidates selected to vacancies as per Article 10.5.0 will not be automatically entitled to the moving and transportation expenses provided in Part 'A', Item 23.0. Reimbursement of any such expenses incurred by the employee, in whole or in part, shall be at Management's discretion.

Candidates selected to trainee operator positions who have two years' service shall be entitled to moving expenses in accordance with the provisions of Part 'A', Item 23.0.

10.6 Transition Provisions

- (a) **Until March 31, 2002, an employee in a bargaining unit who is in receipt of a notice of termination/layoff from that bargaining unit or who has been laid off and subject to recall or who has been identified as overcomplement is eligible to apply to posted vacancies and placement opportunities in another bargaining unit. The Company receiving the application will select such applicant(s) in accordance with the provisions of its collective agreement which governs selection to vacancies or placement opportunities. Seniority for purposes of this Article includes seniority in Ontario Hydro and any of its successor companies. In addition, PWU-represented members in receipt of a notice of termination/layoff employed by an Ontario Hydro successor company or on a recall list pursuant to an Ontario Hydro successor company collective agreement who apply for regular positions but are not fully qualified shall be given fair and objective consideration for such positions prior to the hiring of applicants from outside the Company. A successful applicant will transfer his/her service and seniority credits to the new Company. A successful applicant will not be entitled to any relocation or moving expenses under the provision of any collective agreement.**

- (b) After **March 31, 2002**, an employee in a **bargaining** unit who is **in receipt** of a notice of **termination/layoff** from that **bargaining** unit or who has been **laid off** and subject to recall or who has been **identified** as overcomplement is eligible to apply to posted vacancies and placement opportunities in another bargaining unit. He/she **will** be given fair and objective **consideration** for employment before new hires. A successful applicant **will** transfer his/her service credit and seniority credits to the new Company. No employee hired pursuant to this Article **will** be entitled to any relocation or **moving** expenses under the provision of any collective agreement.
- (c) Employees in a bargaining **unit** who are not covered by Item **10.6 (a)** or **(b)** may apply for posted vacancies and placement opportunities in another **bargaining** unit. The employer in receipt of the application has no obligation to consider the **application** of such employee(s) from another bargaining unit. A successful applicant will transfer his/her **service** and **seniority** credits to the new employer.
- (d) The **provisions** of Article **10.6 (a)**, **(b)** and **(c)** have no **application** to any person who was not an employee of **Ontario Hydro** on August **31, 1998** or whenever the move to successor collective agreements is complete.
- (e) Any service credit restoration, as per Part A, Item **5.0**, shall include **service** earned as an Ontario **Hydro** employee and service earned as an employee of any Ontario **Hydro** successor company.

ARTICLE 11
SURPLUS STAFF PROCEDURE

Table of Contents

11.0	WORKSITE REDEPLOYMENT
11.1	SURPLUS STAFF PROCEDURE - Sequence of Events
11.2	APPLICATION
11.3	DEFINITIONS
11.4	OCCUPATIONAL GROUP LISTINGS (OGs)
11.4.1	Failure to Demonstrate Qualifications
11.4.2	Expedited Grievance and Arbitration Process for Job Classification Grievances and OG Dispute Resolution
11.5	NOTICE OF TERMINATION/LAYOFF
11.6	EMPLOYEE ELECTIONS
11.7	FAILURE TO COMPLETE THE FORM
11.8	CASH OUT DURING THE NOTICE PERIOD
11.9	GENERAL
11.10	SENIOR CHOICE/JUNIOR FORCE (Province Displacement)
11.11	DISPLACEMENTS
11.11.1	Equal Stream
11.11.2	Lower Stream
11.11.3	Senior Choice/Junior Force (Within Location)
11.12	DISPLACEMENT AND RECALL RIGHTS
11.12.1	Probationary Employees
11.12.2	Regular Seasonal
11.13	PERMANENT LOCATION CLOSINGS
11.14	SEVERANCE PAY
11.14.1	Reduced Severance Pay on Refusing a Position
11.14.2	Benefit Continuance/Tuition/Outplacement Services
11.15	FAILURE TO REPORT TO ASSIGNED POSITIONS

11.16 SELECTION TO VACANCIES

11.16.1 Jurisdiction

11.16.2 Selection Priority

11.17 RECALL ✓

11.18 LIMITATIONS TO TURNOVER

11.19 WAGE MAINTENANCE

11.20 MOVING EXPENSES

NOTE:

Appendices A & B of Article 11 form part of this collective agreement. Any changes to lists, including the **addition** or deletion of locations, worksites and work centres shall require **joint** agreement. **Such Joint agreement will be reached prior to the movement of staff.**

11.0 WORKSITE REDEPLOYMENT

This provision may be implemented and completed without activating Article 11 in total.

1. **Within** a worksite? management may deploy employees within equal **classifications**.
2. Where management has **identified** an over-complement in a **classification** at a **worksite(s)** and an under-complement at another **worksite(s)** in an equal **classification**⁴, management may deploy employees from an over-complement **worksite** to an under-complement **worksite** on a senior choice/junior force basis until either the over-complement or under-complement ceases **to exist**, whichever occurs **first**.
 - (a) A junior employee who refuses to be transferred will be subject to **discipline** up to and including **termination**. All disputes regarding the discipline and termination of an employee who refuses a transfer will be referred to Martin **Teplitsky** for **resolution** on an expedited basis. An employee who is terminated for refusing a transfer under the terms of this agreement shall be **eligible** to receive reduced severance pay pursuant to **Article 11.14.1(i)** as well as **Article 11.14.2** (Benefit **Continuance/Tuition/Outplacement Services**). if the proposed transfer is to a **worksite** that is not within a reasonable commuting distance from his/her residence.

Where an employee is terminated for refusing to transfer to a **worksite** which **is** within reasonable commuting distance from **his/her** residence. there is no severance or other provisions payable to such employees.
 - (b) Management has the right to determine the **classification(s)**, number of over-complement positions, number of **under-complement** positions and the **worksite(s)** that **will** be dealt with under each operation of this provision.
 - (c) Management **will** provide at least four **(4)** weeks' notice to employees in the over-complement **classification** and

⁴ As defined by Article 11, Appendix B

⁵ As defined by Article 11

worksite of the intended date of transfer by posting in the over-complement **worksite(s)** a notice which sets out:

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

Subsequent to this four (4) week posting employees designated for transfer will be provided with at least two (2) weeks notice of their actual transfer date. In determining an employee's transfer date the company will consider the personal circumstances of the employee and the business needs of the company.

- (d) Employees transferring will be entitled to **moving** expenses and housing assistance as set out in Part A, **Item 23** except where as a result of the transfer the employee has a different work headquarters that is within a reasonable commuting distance from his/her residence.

3. Under-complement positions that remain vacant after the operation of 1 and 2(a) will be posted in accordance with the Collective Agreement.
4. If the transfer results in a move to a lower-rated equal **classification**, wage maintenance as per 11.19 will apply.
5. There **will** be no permanent transfers under this **Article** into a **worksite/centre** which has been identified as a **worksite/centre** to be closed permanently during the 18 month period **following** intended transfer date.
6. **Medically restricted** at work (**MRAW**) **employees** who have had a **special position** created for them **cannot be terminated for refusing a transfer** under 11.0 (2). In the event that there **is a closure of a worksite**, the **MRAW employee will transfer** in accordance with this Article and where necessary be accommodated in accordance with applicable **legislation**.
7. **Performance Limitations:** *When an individual has a verifiable physical or medical limitation and is not required to be accommodated under the Human Rights legislation and which prevents him/her from performing the essential functions of a job in his/her Occupational Group Listing (OGL) into which he/she may be transferred,*

and which **is** voluntarily **identified** in advance of **determining** those to be **transferred**, the Company and the **Union will** meet to discuss this individual. **It is** understood that **if** there **is** no mutual **agreement** the **Company may** proceed to implement the **layoff**. Nothing in **this Article** is intended to require **any employee** to **self-identify** or to **modify** in **any** way the rights or obligations of the **Company, Union** or employee under the Human Rights legislation.

8. **Employees on pregnancy/parental leave, or assignment outside Ontario or approved leave of absence, vacation, sick leave will be subject to this process and be required to participate as if they were in their regular position. Such employees will assume their new positions upon return and until such time the positions will be filled on a temporary basis if required by the Company.**

The company will make reasonable efforts to contact personally employees on such leave but in any event such employees will be provided with written notification that the Company is initiating a worksite redeployment. The Company can only rely on the last address and telephone number provided by the employee.

9. **Employees on LTD including those in a LTD funded Rehabilitation and Re-employment program may not be subject to the provisions of Article 11.0.**
10. **Notwithstanding the provisions of this Article an employee who is within five years of normal retirement or within five years of eligibility for undiscounted pension when faced with worksite redeployment, with joint agreement may be given special consideration for worksite protection/preference.**
11. **Notwithstanding the provisions of this Article, the parties may make special arrangements for employees who are disabled to the extent that alternative employment would be difficult to find.**

11.1 Surplus Staff Procedure - Sequence of Events

Layoffs/Termination(s) of regular employees, as a result of the operation of Article 11.1 will be implemented a maximum of once each calendar year.

1. **The Company will notify the PWU and the Job Evaluation Department of the intent to run Article 11 approximately**

two weeks in advance. *Job challenges* and management job reviews will be **frozen from** the date of this notification until the **announcement date of the results of Article 11**.

- 2.** All regular **employees will** have a completed option **election** form retained on their **personnel file (901)**. **Approximately one week prior to notice date**, all regular **full-time** and regular part-time **employees** shall be **provided** with a personal **information** package.
- 3.** The Company **will** give **initial** notice of termination/layoff in accordance with Article 11.5.
- 4.** The Company will **confirm** to employees all information received on **revised** Option Election Forms.
- 5.** Requests to **correct employee base data (in item #2 above)** are **received by** the **PWU from** the employee and forwarded to **the** Company.
- 6.** **Employees** who received initial notice **of termination/layoff** and **employees** who are in an **equal** situation at the location shall **receive priority consideration** to posted vacancies which represent a lateral or *demotion*, commencing **8 (eight) days after** initial notice has been **provided**.
- 7.** After all data is collected and the Company is in a position to apply Article 11, there **will** be a "**freeze**" period during which **vacancies** will be held open. This period shall be for a minimum of **three weeks** before employee displacement rights are determined and announced by the Company. These vacancies may be filled on a temporary basis during this freeze period pending the **determination** and announcement of the results of the application of Article 11.
- 8.** Employee displacement rights **will** be determined and those employees who **will** be displaced, laid off and/or terminated shall be **identified**. All displacements and the names of employees to be laid off or terminated will be **identified** "on paper" at the outset prior to implementation of any changes resulting from the announced **reduction** of complement.
- 9.** **The** names of the employees who will be displaced, laid off and terminated shall be announced.

- 10.** After the Company announces the results of the application of Article 11, employees displacing into another location will be identified and worksite/centre preference will be determined by seniority on a senior choice/junior force basis.
- 11.** The “freeze” on filling vacancies ends at the time of the announcement. During the period after the announcement and prior to the date of termination set out in the initial notice of termination/layoff, the Company, pursuant to Article 10, will post vacancies which remain unfilled after the displacement process and new vacancies as they arise. **Employees faced with layoff shall be given priority consideration to such vacancies which represent a lateral or demotion over other applicants.** If vacancies remain unfilled after the Article 10 process, during the period prior to the layoff fair and objective consideration for such vacancies will be given to applications from employees to be laid off.
- 12.** The implementation of displacements, layoffs and terminations pursuant to the Article 11 process will commence on the date of termination/layoff identified in the initial notices unless extended by the Company in accordance with the Employment Standards Act and regulations and subject to any “reversals” which may have occurred as a result of employee terminations.

11.2 Application

- (a) This procedure applies only to the bargaining unit in this collective agreement.
- (b) This procedure applies to regular full-time and regular part-time employees. The displacement and recall rights of probationary employees and regular-seasonal employees are limited to those contained in 11.12.
- (c) The Company will supply the **PWU Research Department** with an accurate computerized seniority list (see note below) separated by Occupational Group Listings (OGL's) and sorted by province and locations on February 1st and August 1st and at the time the Company gives initial notice of termination/layoff under this Article.

The Company will also post a seniority list in each worksite on February 1 and August 1. The seniority list will be a single list of employees, which will include the following information (subject to revision after consult&on with the Company and the PWU):

- . Name/employee number
- **ECD**
- Base **OGL**
- . Level
- **OCC** code
- **Title**
- **Building code**
- Geographic location
- **♦♦♦♦♦**
- Business

In the absence of a challenge in **writing** by the union within thirty **(30)** calendar days of posting, the seniority list **will** be deemed to be accurate and the union will not subsequently be able to challenge the accuracy of the list. In the event of a challenge, the parties will try to resolve any differences. If there is no agreement, either party may refer the challenge to Arbitrator **Tepitsky** under the expedited dispute **resolution** process for deciding **OGL** disputes.

NOTE

The **computerized** seniority list provided to the **PWU** will contain the following data:

Last Name, **Initials**, **ECD**, Occupational Code, Job Title, Schedule, Base **Occupational** Group Number, Grade, Location, Building Code, Payroll Number, Business **Unit**, Division, Department, Hours of Work, Date of Notice of **Termination/Layoff**, Date of **Expiry** of Recall, End Date of **Classification**.

(d) *Approximately one week prior to notice date, all **regular** full-time and **regular** part-time **employees** shall be **provided** with a **personal information** package containing the following:*

- *Name*
- **Employee Number**
- **Established** Commencement Date (**ECD**)
- **Base Building Code**
- **Geographic** Location
- **♦♦♦♦♦ Code**
- **Job Title**
- **OGL number and level**
- . *Current **Option/Election form** choices*

- **Blank Option/Election form**
- **Listing of locations (Appendix A)**
- **Copy of Hydro One Inc. maps**

In the absence of a written challenge by the union prior to freeze date, the employee data will be deemed to be accurate and the union will not subsequently be able to challenge the accuracy of the information.

- (e) **Medically Restricted at Work (MRAW)** employees who have had a special position created for them cannot be displaced. In the event that there is a closure of a **worksite** or the special position is redundant, the **MRAW** employee will be displaced in accordance with this Article and where necessary be accommodated in accordance with applicable legislation. For purposes of Article 11 the **MRAW** employee will be deemed to be in the **classification** held immediately prior to being placed in the special position.
- (f) **Performance Limitations:** When an individual has a verifiable physical or medical limitation and is not required to be accommodated under the Human Rights legislation and which prevents him/her from performing the essential **functions** of a Job in his/her Occupational Group Listing (**OGL**) into which he/she may be displaced, and which is voluntarily **identified** in advance of **determination** of displacement rights following notice of layoff, the Company and the Union will meet to discuss this individual. It is understood that if there is no mutual agreement the Company may proceed to implement the layoff. Nothing in this Article is intended to require any employee to **self-identify** or to modify in any way the rights or obligations of the Company, Union or employee under the human rights legislation.
- (g) Employees on pregnancy/parental leave, or assignment outside Ontario or approved leaves of absence, vacation, sick leave will be subject to this process and be required to **participate** as if they were in their regular position. Such employees will assume their new **positions** upon return and **until** such time the positions will be **filled** on a temporary basis if required by the Company.

The company will make reasonable efforts to contact personally employees on such leave but in any event such employees will be provided with written **notification** that the Company has initiated lay-off procedures and that their employment status

may be affected. The Company can rely on the last address and telephone number provided by the employee.

- (n) Employees on **LTD** Including those in a **LTD** funded Rehabilitation and **Re-Employment** Program may not displace nor are they subject to displacement.
- (o) Notwithstanding the **provisions** of this **Article** an employee who **is within five** years of normal retirement or within **five** years of **eligibility** for undiscounted pension when faced **with** displacement or layoff, **with** joint agreement may be given special **consideration** for **worksite** protection/preference.
- (p) Notwithstanding the **provisions** of this Article, the **parties** may make special arrangements for employees who are disabled to the extent that alternative employment would be **difficult** to **find**.

11.3 Definitions

1. "Base weekly rate" and "base hourly rate" include pay equity adjustments.
2. "**Classification**" shall mean **an** employee's trade or job title.
3. "Equal **Classification**" or "Equal" **is** a classification in an employee's **OGL** where the base weekly rate or base hourly rate **is the** same except that:
 - (a) Some hourly rated trades have been **identified** as equals where most of the job duties are the same but the wage rate is different.

NOTE:

In the operator **family** the following shall be considered the crossover **points**:
Electrical Operator – Level III and Reserve

- (b) For pay equity adjusted rates, equal will be deemed to be those jobs whose terminal rates meet or exceed the Step 3 rates listed on Salary Schedule **20**.

Example **1**: Grade **55** + PEA, equivalent to Grade **57**, Step 2 = Grade **56** and can displace Grade

56 jobs under Article 11 (Grade **56** (no PEA) can also **displace this** Grade **55** job).

Example 2: Grade **55** + PEA, equivalent to Grade **58** Step 2 = Grade **57** and can displace Grade **57** jobs under Article 11 (Grade **57** or **56** (no PEA) can also displace this Grade **55** job).

4. Lower: Lower **Classification** or Lower Is a **classification** in an employee's **OGL** where the base weekly rate or base hourly rate is lower.

For pay equity adjusted rates, lower **will** be deemed to be those **jobs** whose **terminal** rates are lower than the Step 3 rates listed on Salary Schedule **20**.

Example 1: Grade **56** (no PEA) is lower than a Grade **55** + PEA **equivalent** to Grade **57** Step **3**.

5. "Worksite" is a place of operations as identified by building code(s) and identified in Appendix A. An employee's **worksite** will be their regular work headquarters as **defined** in Part A. Item **18.2**.
6. "Work Centre" as identified **in** Appendix A.
7. "**Location**" means a geographic area which includes **worksite(s)** and/or work centres. Locations are identified in Appendix A.
8. "Occupational Group **List (OGL)**" **means** a jointly agreed to list of Equal and Lower **classifications** into which an employee can exercise displacement rights. **OGLs** are equals and lowers within the appropriate job family which an employee can satisfactorily perform **within** a reasonable period of **familiarization** and orientation.
9. "Surplus Employee" is **an** employee who has been given notice of termination/layoff by the Company or an employee who may be displaced or who is displaced from his/her position.
10. (a) "**Seniority**" means the service credit as **defined** in Part A Section **5.0**, except for the restrictions contained in Article **10.1.2**.

- (b) Where employees have the same seniority the employee **with the highest** employee number is deemed to be the more senior employee.

For purposes of determining displacements, layoffs and **terminations**, seniority will be calculated as of the date of the initial notice of termination/layoff. For all other purposes including subsequent layoffs, seniority will **continue** to accrue.

11. "Job Family" is a collection of jobs or job **classifications** involved in the same general nature of work.

It is **recognized** that some jobs straddle two **(2)** job families. e.g., technical-clerical. For these exceptions, jobs from both families may be included in the **OGL**.

The family for those jobs which do not neatly fall into one of the below **will** be jointly determined as required.

There are **five** families as **listed** below:

Clerical: Involving gathering, **analysing**, processing, recording, disseminating information or data, and/or the operation of **miscellaneous** office machines or **equipment**.

Technical: Involving the choice, application and/or manipulation of formulae, principles, techniques or natural laws in practical, mechanical or **industrial** arts or applied sciences.

Drafting: Involving the drawing up or **preparation** of plans, drawings, **bills** of materials, etc.

Trades/

Operators: Involving skilled labour in areas such as electrician, mechanic, **Regional** Maintainer, labourer, **operators, etc.**

12. "Former **Classification**" is **defined** as the **position/ classification** (previous **occupation** code) last *occupied* by the employee within five years of the Notice of **Termination/Layoff** excluding **relief**, acting and temporary assignments. **If the previous occupation code has been obsoleted and replaced by a new code, the new code and the old code will be deemed to be**

one and the same code for the purposes of determining former classification.

11.4.0 Occupational Group Listings (OGLs)

1. For a job to be included in an **OGL**, it must be a job which can be **satisfactorily** performed by the average employee in the surplus **classification within** a reasonable period of **familiarization** and orientation. This period **will** vary depending on the complexity of the job.
2. **All existing** jobs are placed in **OGLs**. **OGLs** shall be part of this agreement but shall be published in a separate publication.
3. New **OGLs** shall be jointly developed for new jobs or for **existing** jobs **which** have materially changed or for jobs which have the wage rate adjusted. If the parties cannot agree on an **OGL**, the dispute **will** be referred to Arbitrator **Teplitzky** for resolution in accordance with Article **11.4.2**.

11.4.1 Failure to Demonstrate Qualifications

Once an employee displaces into a position in an **OGL**, the employee must be able to demonstrate an acceptable level of performance within a reasonable **period** of **familiarization** and orientation. Failure to achieve an acceptable level of performance in this **time will** result in layoff with severance as per **11.14** and recall **rights** to their **pre-displacement classification**.

11.4.2 Expedited Grievance and Arbitration Process for Job Classification Grievances and OGL Dispute Resolution

If the **parties** cannot agree on an **OGL** the disputes **will** be referred to Arbitrator **Teplitzky** for resolution as per Article **2.8 Dispute Resolution - Article 8, Plan B** and **OGL** Process.

1. In the event of any lay-off, it is the parties' **intention** that best efforts will be used to resolve **outstanding** disputes before the **beginning** of the "**freeze**" period which precedes the announcement of displacement rights and the expedited procedure established herein **will** be used for this purpose. Where possible, priority shall be given to those **disputes** which could have an influence on **classifications** which may be **affected** by the proposed layoff. However, any unresolved disputes will not stop the company from **implementing** any **terminations/layoffs**.

11.5 Notice of Termination/Layoff

1. The Company will give initial notice of termination/layoff to the most junior employees in a classification in a worksite. **Employees who receive initial notice of termination/layoff shall also receive cash-out information, selection priority information, and personal OGL information.** Notices listing those employees receiving initial notice of termination will be posted at all Company **worksites/centres**. Pursuant to the terms of this article, employees receiving such notice will be permitted to take another position in the Company as a result of which some other person either loses his/her position and is permitted to take another position or loses his/her employment. Such notice shall be deemed to be notice of termination to all affected employees including to those employees who may be displaced and to those employees whose employment is terminated or who are laid off.
2. Employees receiving initial notice of termination/layoff will be provided with **two (2)** months' notice of termination/layoff. An employee who has been given notice of termination/layoff may be given temporary work following the date of termination in accordance **with** the Employment Standards Act and regulations.
3. When an employee is given notice of termination/layoff the Company will **notify** the Union **office** and Chief Stewards within three working days from the date the employee is notified. The Union will be responsible for keeping the Company advised of the names of all Chief Stewards.

11.6 Employee Elections

1. All employees will be required to supply the Company, by a date determined by the Company, with information necessary to enable the Company to make decisions relating to employee displacements in Locations, and the Province. This information will be provided by employees on the Option/Election Form and a Location Preference Ranking Form, both of which are computer readable. The employees will rank all locations outside of their own in order of preference on the Location Preference Ranking form.
2. The information provided by the employee on the forms will amount to a decision by each employee, unless amended as set out in **11.6(4)**. The Company will be entitled to rely on this information for purposes of applying the provisions of Article **11**.

3. In addition to providing other information requested on the Forms provided, employees shall elect to be placed into positions in their OGLs in one of two streams, either the Equal Stream or the Lower Stream. The employee may also elect to displace outside his/her OGL pursuant to 11.11 .1(2) by supplying the required information.
4. **Each employee will ensure the company has an updated option election form, to be maintained in his/her personnel file. When the company initiates a layoff of employees under this Article, employees will have the opportunity to amend the option election form. Revisions to the option election form must be received prior to freeze date. The employee will be provided with a written confirmation of the information provided (refer to Article 11.1). If there is no request to amend by the employee by freeze date, the information contained in the confirmation shall be deemed accurate for all purposes.**

11.7 Failure to Complete the Form

Any employee, failing to supply the information requested on the forms, who receives initial notice of termination/layoff or is displaced, will be deemed to have chosen a lower classification in his/her Location and will not be entitled to displace into an equal or lower classification in the Province regardless of seniority. If there is no position in a lower classification in the Location into which he/she can displace, the employee will be laid off with recall or severance rights as per 11.14.

11.8 Cash Out During the Notice Period

1. Where a reduction in complement is to take place in a classification in a Location, all employees in that classification (or in an equal classification) in that Location may notify the Company of their desire to resign from the Company during the notice period. Upon request by an employee, the Company will provide relevant pension and benefit information to enable him/her to make an Informed decision prior to being required to give notice of his/her Intention to cash out during the notice period. Written notification by the employee of his/her desire to resign must be given within 7 days of receipt of the notice of termination/layoff. From the total number of eligible employees who indicate that they wish to resign, the Company will accept on a seniority basis a number from the classification (or an equal classification) equal to the number of surplus employees in the

classification in that Location. Those employees accepted must resign and will receive:

- (i) severance pay as per article 11.14; and,
- (ii) base pay from the employee's date of resignation to the end of the **two (2) month** notice period provided in the notice of termination/layoff, **plus a lump sum payment (in lieu of notice) equal to three (3) months base pay (total = 21 weeks)**. (For employees who resign within the seven (7) day period and whose resignation is accepted, the payment will be **five (5) months** pay.)

The maximum number of weeks payable (i + ii) shall be 104.

2. Where the number of **eligible** employees who have resigned in the 7 day period is less **than** the number of surplus employees in a **classification** in the Location, **additional resignations will be accepted on a first come basis from employees in that classification (or in an equal classification) until the freeze period commences or until the resignations from eligible employees equal the number of surplus employees in the classification in the Location. The resignation by the employee must be in writing in order to be accepted by the Company.**
3. **Employees who resign with cash out may not be from the work&e/centres or the actual classification with the surplus and a temporary deployment of employees to other worksite/centres within the location may be required to balance the complement.**

To achieve this balance between **worksite/centres** the most senior employee who is prepared to accept the transfer and who is in **the classification** or an equal **classification** in which there is an overcomplement, and is at **the worksite/centre** from **which** an employee is to be transferred will be selected to the position. In the absence of senior volunteers, the most junior employee in the **classification** or an equal classification will be transferred to the position.

11.9 General

1. All employees work at a **worksite** or work centre in a Location.
2. Each employee shall have the responsibility to notify the Company of **his/her** current address and telephone number and any subsequent change. **The** Company shall be entitled to

rely on the last address and telephone number **furnished** by the employee for all purposes.

3. **Grievances** under this agreement or a predecessor agreement **which** have not been resolved before the commencement of the freeze period do not affect the Company's right to layoff pursuant to Article **11**.
4. At least **two weeks** before the determination of employee rights and the announcement of the results of the application of Article **11**, a **freeze period** shall be implemented wherein all vacancies shall be held and **filled** temporarily where necessary. This **freeze** on **filling** vacancies shall end when the results of the **application** of Article **11** are announced.

11.10 Senior Choice/Junior Force (Province Displacement)

The principle of "senior choice/junior force" is designed to allow senior employees to have Location preference where it is available. Employees who **can** be displaced in a Location, **in** the Province are always the most junior employees **in** the **classification** into which the **more** senior employee can displace.

Therefore, the Locations in which **the most junior** employees in a **classification** are employed are the **Locations which** are available to **more senior** employees who may wish to **exercise** displacement rights out of one Location and **into** another in the Province. Where there are junior employees in **Locations** who may be displaced, senior employees **will** be given **Location** preference to the extent possible. However, the Company **will assign** an employee to an available position to a **location** in the **Province** where the employee's preference is not accommodated (**i.e.**, he/she can be forced to accept a particular Location).

11.11 Displacements

- (a) **Subject** only to the **provisions** of paragraph **11.11.1 (2)**, an employee can only displace another employee of less seniority in **classifications within** his/her occupational group list.

Regular-Seasonal and Temporary positions and Agency employees are also displacement **opportunities** for regular employees in the absence of any regular positions.

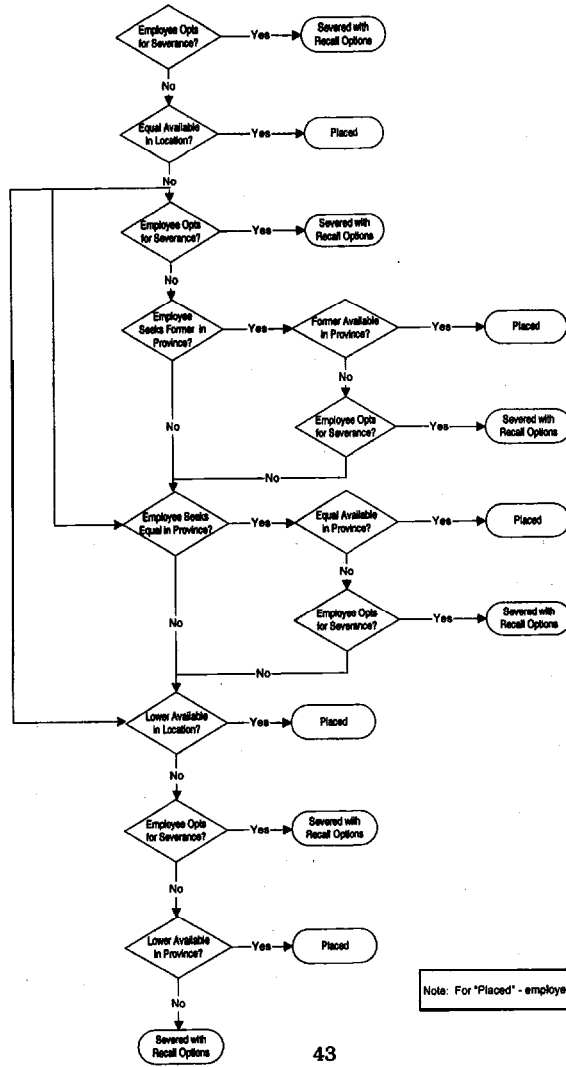
- (b) A regular full **time** employee may elect, in advance on the Option/Election Form, to decline **all** available regular part time positions. A regular part time employee may elect in advance,

on the **Option/Election** Form to decline all available full time regular **positions**. The employee must indicate his/her choice on the election option form failing which the employee will be deemed to have chosen to displace into both regular **full time** or regular part time positions.

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

- (c) When an **occupational** group has more than one **classification** at the same level, the least senior employee shall be the most **junior** among **all** of the **classifications** at that level.
- (d) A vacancy within an employee's **OGL** is deemed to be the junior equal (see process **in 11.11.1** below) or lower, (see process in **11.11.2** below) in all applications of the displacement process.
- (e) Displacements shall be on a senior choice, Junior force basis.
- (f) **Apprentices** or Trainees are granted displacement rights into the **classifications listed** in the **OGL** of his/her terminal rated **classification**. An **Apprentice** or Trainee can displace a junior employee within his/her **OGL** including a **Journeyman**. If an Apprentice or **Trainee** displaces a Journeyman **in** an equal **classification**, the apprentice or **Trainee will** continue in the apprenticeship program and **will** be paid as per their progression schedule.
- (g) **Seniority** rights outside the **Location** are only exercisable **in** the Province by employees with seniority of two (**2**) years or more.

Article 11 Displacement Flowchart
 (This chart shall be read in conjunction with the text of the Collective Agreement)



Note: For "Placed" - employee must take if available.

11.11.1 Equal Stream

1. At **the** location an employee must displace the least senior employee in an equal **classification**. **Refusal** to accept results in termination of employment. If no position is available, then:
2. Where an employee has so elected on the Option/Election Form, he/she must **displace** the most Junior employee with less seniority in the Province in the employee's former **classification** provided the employee was in the classification within **five** years of the date the notice of termination/layoff was issued pursuant to **11.5**. Failure to accept results in **termination** of employment. If no **position** is available, then:
3. **The** employee will move to the "Lower Stream", or, if eligible, the surplus employee who has elected to displace in an equal **classification** in the Province must displace the most junior employee with less **seniority** in the Province. Refusal to accept results in termination of employment. If no position is available, **then;**
4. The employee will move to the "Lower Stream".

11.11.2 Lower Stream

1. An employee who has elected to displace **in** the Lower Stream must displace the least senior employee in an equal **classification** in the Location. Refusal to accept results in termination of employment. If **no** position is available, then:
2. An employee who has elected to displace into a lower **classification** and an employee not placed in the Equal Stream must displace the most Junior employee with less seniority in next lower **classification** in his/her **Location**. If no position is available, then the employee **will go to** lower **classifications in** descending order in his/her Location until placed. Refusal to accept results in termination of employment. If no position is available, then:
3. An employee who has elected to displace into a lower classification must displace the most Junior employee with less seniority **in** next lower **classification in** the **Province**. If no position available then the employee will go to lower **classifications** in the Province in descending order **until** placed. Refusal to accept results in termination of employment. If no position is available, then:

4. The employee is **laid-off with** recall rights.

11.11.3 Senior Choice/Junior Force (Within Location)

After the Company announces the results of the application of Article 11, employees displacing Into another location will be **identified** and **worksite/centre** preference will be determined by seniority on a senior choice/junior force **basis**.

Employees displacing Into a location will be given work&e/centre preference within the location to the extent possible on a **seniority** basis. Where there is more than one (1) employee displacing into a **classification** in a location, **the** principle of senior choice Junior force will be applied to displace the most Junior employees **in** the **classification** in the **worksites/centres**. In the absence of senior volunteers, the most **junior** employee in the **classification** will be transferred to the **position**.

11.12 Displacement and Recall Rights

The following sets out in full, the displacement, recall **and** severance **rights**, if any, for Probationary **and** Regular-Seasonal.

11.12.1 Probationary Employees

1. A **probationary** employee will displace the Junior employee of lesser seniority **in** the **next** lower **classifications** in their **OGL** in descending order within his/her **worksite/centre**.
2. If 1. is not available, a **probationary** employee can displace a temporary employee in an equal or lower **classification** in his/her occupational group **within** his/her **worksite/centre**.
3. If 2. is not available, a **probationary** employee can displace an agency employee in **an** equal or lower **classification** in his/her occupational group **within** his/her line of business in head **office** or **within** his/her **worksite/centre** outside of head **office**.
4. If 3. is not possible, employment is terminated.
5. **Probationary** employees shall not be entitled to recall rights or severance pay.

11.12.2 Regular Seasonal

1. A Regular Seasonal employee can displace a temporary employee in an equal or lower classification in his/her occupational group **within** his/her **worksite/centre**.
2. If **1.** above is not available, a regular seasonal employee can displace an agency employee **in** an equal or lower classification **in** his/her occupational group **within** his/her **worksite/centre**.
3. If **2.** above is not available, employment is terminated.
4. **Regular** seasonal employees shall be entitled to recall to temporary positions for a period of three **years** from the date of last **termination**.
5. A **regular** seasonal employee shall be entitled to recall to their Location, provided they have at least **24** months accumulated service.
6. To be recalled the employee must have **filed** a written request **with** the Company prior to March 1 of each year.
7. A person who is recalled by the Company shall be personally contacted when possible. Failing this contact a recall notice shall be forwarded by registered mail addressed to the last known address that **he/she** has recorded with **his/her** human resources manager. They shall be obliged to advise his/her supervisor of his/her intention **to** return to work **within** three working days and shall be available for work **within** five working days **after** receipt of recall notice.
 - (a) Except in case of sickness, **failure** to be available for work within **five** days of issuance of the **recall** notice shall make him/her ineligible for any **further** recall
 - (b) It shall be the person's sole responsibility to inform the Union and the personnel manager **in** writing of any change of address. The Union will be notified in writing when persons are recalled to vacancies.
8. The Company shall **notify** the employee **in** writing at time of termination of the recall procedure. **If** the employee is not considered suitable for recall they shall be **notified in writing** and a copy of this letter shall be **given** to the employee's Chief

Steward. Upon request the Company **will** provide the employee **with** the reasons why they are not considered suitable for **recall**.

9. The Company may hire a temporary employee for a period not exceeding one month **without** using this recall procedure.
10. Summer students both secondary and post secondary levels have no rights to this recall procedure.
11. A Recap **List** from each work Location for regular-seasonal employees **shall** be provided to the Chief Steward concerned.
12. Regular seasonal employees shall not be entitled to severance pay except in the case of permanent layoff. When permanently laid off severance pay **will** be calculated on actual **time** worked.

11.13 Permanent Location Closings

There **will** be no permanent displacements or moves into a **worksite/centre** which has been **identified** as a **worksite/centre** to be closed **permanently** during the **18** month period **following** notice of **layoff/termination**.

11.14 Severance Pay

Except as set out **in 11.14.1**, employees eligible for severance under **Article 11** **will** receive the **following**:

- (a) An employee receiving severance pay waives any other rights under Article **11**.
- (b) An employee may direct all or a portion of his/her payment into an **RRSP** up to the amount **permitted** by law. The employee **shall** provide the Company **with** the **TD2** Form directing the payment into his/her **RRSP**.
- (c) An employee entitled to severance pay under **11.14** may elect to take a lump sum severance payment, or severance may be divided into two **(2)** equal instalments, the **first** on the date of termination and the second on or about January **15** of the following **year**, **subject** to statutory **deductions**, which is the lesser of:
 - (i) 4 weeks' base pay per year of service up to a maximum of **104** weeks' base pay (payments for incomplete years of service **will** be pro-rated); or

- (ii) an amount which equals base pay from the end of the **notice** period until the end of the month in which the employee reaches his/her **65th** birthday.
- (d) For purposes of **clarification** at any time during the three **(3)** year recall period, a **laid** off employee may opt for **his/her full** severance entitlement, once this **election** is made all **recall** rights **will** cease.
- (e) For regular part-time employees severance payments **shall** be pro-rated.

11.14.1 Reduced Severance Pay on Refusing a Position

1. An employee who refuses to accept a position under Article 11.11.1 or 11.11.2 (except in 2, below) **will** be terminated and is **disqualified** from receiving severance pay under Article 11.14 and **shall** have no **recall** rights under Article 11.17. Such employees may elect to take a lump sum severance payment, or severance may be divided into two **(2)** equal **instalments**, the **first** on the date of **termination** and the second on or about January 15 of the following year, subject to statutory deductions which is the lesser of:
 - (i) two weeks' base pay per year of service up to a maximum of **52** weeks' base pay (payments for incomplete **years** of service will be pro-rated); or
 - (ii) an amount which equals base pay from the end of the notice period until the end of the month in which the employee reaches his/her **65th** birthday.
2. In cases where an employee refuses to accept a position where the new **classification** provides **either** a reduction of base wages of two **(2)** or more salary grades for job evaluated positions or in excess of **10%** for others, the employee **will** receive severance pay pursuant to 11.14.
3. An employee may direct all or a portion of his/her payment into an **RRSP** up to the amount permitted by law. The employee **shall** provide the Company **with** the **TD2** Form directing the **payment** Into his/her **RRSP**.
4. For **regular** part time employees severance payments shall be pro-rated.

11.14.2 Benefit Continuance/Tuition/Outplacement Services

A surplus **employee who takes severance pay and** terminates his/her employment **is** entitled to:

- i) coverage under the Company's Health and Dental Plan for a period of six **(6)** months from the date of **termination** of employment or until the commencement of alternate employment whichever **occurs** first:
- ii) reimbursement for tuition fees and other associated expenses up to a maximum of **\$5000.00** upon production of receipts from an approved educational program within **12** months of his/her termination:
- iii) outplacement services: the Company **will** determine the level of **service** and the service provider.

11.15 Failure to Report to Assigned Positions

In the event that an employee declines an assigned position and is terminated, or does not **displace** into a job occupied by another employee, or terminates **after** displacing another employee. the Company may reverse the displacement and leave the employee who would have been displaced in his/her Job or return the displaced employee to his/her job. In all **instances** as described above the terminating employee will be entitled to severance pay in accordance with the appropriate **sections** of this Article.

Any vacancy which **results** from such a reversal will be **filled** by moving the previous Incumbent back to his/her Job. In other words, the chain of bumps (**i.e.**, the displacement thread) caused by the initial reversal will be reversed except in circumstances set out below.

Where an employee has relied to his/her detriment on the announced relocation, and would be **prejudiced** by revocation of the displacement. the employee will not revert to his/her original position. Where the Company would be prejudiced, the employee will not revert to his/her original **position** even if the employee does not object.

The declining of an assignment **will** not require the Company to **re-do** the Article **11** process.

11.16 Selection to Vacancies

Between the end of the 7 day cash out window and freeze date and after the end of the **freeze** period all positions which remain

unfilled and any new vacancies which arise shall be posted under Article 10. **During the period after the end of the 7 day cash out window and before freeze date and after freeze date but before announcement of results, priority consideration for vacancies which represent a lateral or demotion will be given to surplus employees and to those employees who are in an equal classification (to the over-complement employee) in the location. After announcement of results and before layoff occurs** applications from employees who are to be laid off shall be given fair and objective consideration for vacancies. Employees who, prior to being laid off, applied for vacancies continue to be entitled to fair and objective consideration for those vacancies after lay-off. If selected to a vacancy posted prior to the date of layoff, the employee is eligible for moving expenses under Article 11. Among successful applicants seniority shall govern selection where all other factors are relatively equal.

11.16.1 Jurisdiction

No person outside the Union's jurisdiction will be selected to a vacancy commencing with the issuance of the notice of termination/layoff pursuant to 11.5 until:

- (i) All qualified PWU members are selected, including persons on the recall list, and,
- (iii) All PWU applicants entitled to fair and objective consideration are selected pursuant to 11.16.

11.16.2 Selection Priority

The following applies for equal and lower-rated vacancies. Each category will be considered independently and in the order indicated:

- (i) Surplus employees and those employees in an equal classification to the surplus employee at the location where the surplus exists.
- (ii) As per Article 10.

11.17 Recall

1. Laid off employees who do not receive severance payments shall have recall rights.
2. Employees who are laid off will be entitled to recall to classifications in their OGL for a period of three (3) years from

the date of his/her layoff. Recall **lists** will be maintained province wide.

If a person is recalled **within** one year of the date he/she was laid off, **entitlement** to vacation credit, seniority, and sick leave credits shall be the same entitlement as on the day of **termination** less any vacation allowance received at termination.

If a person is recalled during the second or third year **after** layoff, he/she shall be treated as a new employee for all purposes. Service credit will be restored in accordance with **Part A, Item 5.3.**

Reinstatement **in** the pension plan **shall** be in accordance with the **pension** regulations.

3. A **person** who is recalled shall be personally contacted by the Company where possible. Failing this contact, a **recall** notice **shall** be forwarded by registered mail addressed to the last known address that he/she has recorded with his/her Human Resources Manager. **They** shall be obliged to advise his/her supervisor of the intention to return to work within **five (5)** working days and shall be available for work **within** ten **(10)** working days **after** receipt of the recall notice.

NOTE

- (i) It shall be the employee's sole responsibility to Inform the **Union** and the Human Resources Manager in **writing** of any change of address. **The Union will be notified in** writing when employees are recalled to vacancies.
 - (ii) Except in the case of sickness, **failure** to be available for work within ten **(10)** days after the receipt of recall notice shall make him/her **ineligible** for any further recall.
4. Except as noted later in this paragraph, if an employee refuses recall to a regular **full time** equal position or lower position at the location level he/she **will** be removed from the recall **list** and be entitled to reduced severance pay **in** accordance **with** **11.14.1.** In cases where an employee refuses to accept **recall** to a position where the new **classification** provides either a **reduction** of base wages of two **(2)** or more salary grades for job evaluated **positions** or in **excess** of **10%** for others, the employee

will remain on the recall list. Refusal to accept recall to any position outside the Location **will** not result in loss of recall rights.

5. At any time during the three **(3)** year recall period, a laid off employee may opt for his/her full severance pay entitlement. Once **this** election is made **all** recap rights **will** cease.
6. If at the end of the three **(3)** year recall period an employee has not been **recalled** or has not elected to receive severance pay, he/she **will** automatically receive the **full** severance pay entitlement.
7. An employee who is laid off and does not elect to accept severance payment **shall** be entitled to receive:
 - i) coverage under the Company's Health and Dental Plan for a period of six **(6)** months from the date of commencement of layoff or until the commencement of alternate employment whichever occurs **first**; and
 - ii) **reimbursement** for tuition fees and other associated expenses up to a maximum of **\$5000.00** upon production of receipts from an approved educational programme within **12** months of his/her layoff; and
 - iii) outplacement services: the Company **will** determine the **level** of service and the service provider.
8. Persons on the recall **list will** be recalled for vacancies contained in their **OGL's which** are posted as per Article **10** and **11.16** prior to the **selection** of candidates to whom they are senior.
9. People on **recall** will have the **first** priority on a seniority basis for temporary positions in their **OGL** arising at **their** location which were not **filled** by any displacements. Where such a temporary position **also** represents a recall opportunity for a **regular** seasonal, the position **will** be offered on seniority.

11.18 Limitations to Turnover

- (a) A maximum of **51** percent **(51%)** of employees in a **classification** in a **worksite/centre** may be displaced **during** one **single application of Article I 1**. Where there **is** only one employee **in** the **classification in** the site/centre he/she may be displaced.

Subject to operating **edgencies** for the purposes of this item, all **classifications** of Electrical Operators at a **worksite/workcentre** will be deemed to be **in** equal **classification**.

- (b) **The** limitation to turnover **(51%)** will apply to all personnel within a **classification** within a **worksite/centre** regardless of **assignment** to day work or shift work.
- (c) Where employees displace to vacant positions such **vacancies** will not be counted as **part** of the percentages applied to limitation to turnover.

11.19 Wage Maintenance

When **an** employee displaces another employee and is **reclassified** to a lower-rated position, or when an employee is selected to a lower rated vacancy pursuant to **11.16** they will receive wage maintenance. His/her wage rate **will** be adjusted downward in accordance with the following:

- (i) Employees with **two** or more years' service will have their rate **frozen** for a period of three months at which time a **two** percent reduction in rate will take place. Subsequent reductions of **two** percent **(2%)** will take place annually **thereafter** until the **maximum** rate for the lower rated job is reached.
- (ii) Employees with less than two years' service will have their rate **frozen** for a period of three months, after which time their rate will be adjusted to the **maximum** rate for the new job.

11.20 Moving Expenses

Notwithstanding Part A, Item **23** the Company will not be required to **pay the moving expenses** of an employee householder who displaces another employee or is selected to a vacancy and as a **result** has a **different regular** work headquarters which is within reasonable commuting distance **from** his/her residence. Where an employee is entitled to receive moving **expenses, the amount of expenses will be in** accordance with Part A, Item **23**. Such moves will be treated as Company-initiated moves.

Except as is provided for in 11.16, the Company will not be required to pay moving costs of an employee who is recalled **from** layoff.

ARTICLE 12
PURCHASED SERVICES AGREEMENT

12.0 SCOPE

This Article has been developed jointly in a spirit of co-operation and trust. It is intended to provide a joint approach to making good **business** decisions which involve the use of purchased services. Its application calls for these decisions to be made in the same spirit of co-operation and trust.

What follows is based upon the belief that there is a value and **benefit** to the employee, the co-operation and the customer **if**:

- There is a greater involvement by employees in the **decision-making** process.
- There is an improved understanding as to why purchased services are used.
- Employment security is enhanced by a productive, healthy, and cost **effective** organisation.
- Union and Management work together and act responsibly, balancing the interests of the customer, the company and the employee in decisions relating to the use of purchased services.

This is a way of deciding how work gets done. It is not intended to hinder getting work done.

12.1 ASSIGNMENT OF WORK

12.1.1 Philosophy

It is the Company's intent to use regular **staff** to perform most of its work of a continuing nature. Furthermore, the Company will strive to provide regular staff **with** stability of employment.

The parties agree that a consistent, **managed and** joint approach to the assignment of work **within** the Company is necessary to provide security for employees, a more effective, **productive organization** and an excellent product for the customer.

12.1.2 Principles

The following principles apply to the **relationship** between the Company and the Union and the work performed by Union members.

- (a) We will within the Company have **all** work conducted as **effectively as possible**.
- (b) We **will** measure the **effectiveness** of all work by its impact on staff, on the business and by its **ultimate** impact on our customers.
- (c) We will do most work of a continuing nature with Company employees.
- (d) We will determine when work is to be done by **non-PWU** members through a joint **decision** making process and the results of these decisions **will** be a joint **responsibility**.
- (e) We **will** ensure that the impact of these decisions on continuous employment is **minimized**.
- (f) We **will** use a team and consensus approach when making decisions and any issues arising will be resolved internally where possible.
- (g) We will consult and make timely decisions consistent with the need to get work done.
- (h) We will develop, implement and continue a joint process of **communications** and education.
- (i) We will achieve consistency through the use of these **principles** versus policy and procedure.

12.2 DECISION PROCESS

12.2.1 Responsibility for **Decisions**

The persons who are responsible for applying the decision **process** are the Company representative with the **appropriate** decision authority and the Union representative designated by the Sector **Vice President**. It is recognised that a given decision may require the involvement of more than these **two** persons.

Subject to **12.2.6** and **12.3.2(c)** below, decisions to use purchased services will be made on a consensus basis. Both parties must consider all relevant criteria with the mutual goal of selecting the most effective **option**.

The decision makers are **responsible** for **making timely** decisions and for the decision itself.

12.2.2 opportunity

The parties **recognize** that work may be done more effectively internally or externally. **Opportunities** for the application of this Article to new or existing work can be initiated by Management and/or the Union. It is intended that joint **discussion** should commence as soon as possible and before detailed **definition** of the need to have new or existing work done by purchased services.

12.2.3 Definition of Need

The **parties will** consider what work must be done and why and include such **dimensions** as when it must commence and the **duration** of the work; the **quantity** of resources required; the quality of the results; the skills required and **their availability** internally and externally; and safety requirements.

12.2.4 Alternatives

The parties will consider such alternatives as: do the work internally; do part of the work internally and part externally; do the work externally and agree to acquire **capability** to do the work **internally in** future; or do the work externally.

12.2.5 Evaluation

The **parties** will evaluate the alternatives considering the impact on the customer, employees and the business. Such criteria as **reliability** of service to the customer, customer responsiveness, community impact, Company **relations** impact, job **continuity**, ability to perform work, degree of overtime required for the work, availability of resources, cost, **timeliness**, quality, need for control over results, safety and impact on environment **will** be assessed.

The total effectiveness of the alternatives will be evaluated **considering** both the short **and** long-term impacts. In given situations, **certain criteria** may be given a greater or lesser degree of Importance.

12.2.6 Establishment of **Thresholds**

The **establishment** of the threshold is designed to remove from the process on a case by case **basis certain** issues relating to purchased services. **The** threshold **will** operate in such a way as to allow flexibility **in** local decision making. Any decisions regarding what is below the threshold will be non-precedent setting.

If there is a dispute **with** the union on whether the proposed purchased service is permitted by the threshold **and** there is no consensus, and if it makes sense in the circumstances the dispute will be resolved before the purchased service occurs. Lack of agreement on **obtaining** an advance resolution **will** not preclude the work from being performed, neither will it preclude the matter from being resolved under the **12.2.7** process.

The guidelines to determine whether a purchased **service** is below the threshold are as follows:

- subject matter lacking in substance; or
- any consequences are **relatively insignificant**; or
- where the nature or consequences of the work which represents a purchased service is remote from work currently performed by the **PWU** on a continuing basis. For purposes of **clarity**, this does not mean **geographically** remote; or
- emergencies; or
- any work performed under a manufacturer's **warranty**, except where the manufacturer **authorized** the Company to do the work.

Except in the case of an emergency, failure by the Company to supply the Union with the following information by fax or as otherwise agreed will result **in** the work in **question** being deemed to be above threshold. (In the case of emergency such decisions to use purchased services will be subject to the same information requirements, review and dispute resolution as non-emergency cases).

The Company **will notify** the Union of the:

- Value of Work as reflected in Tender/Contract/Bid or Estimate Documents
- Scope of the Work
- **Location** of Work
- Estimated Date of Commencement and Duration of the Work

Except in the case of emergency, after receipt of the above information regarding the work the union shall have three **(3) working** days to request an opportunity to discuss the proposed purchased service, failing which the proposed purchased service will be deemed to be below threshold.

The parties **will** make themselves available for discussion within three **(3)** working days of the request for a discussion.

Upon request, once the work has been performed the Company will provide the Union **with** the **details** of the **final** contract costs.

- (a) Threshold grievances will be completed by the Chief Steward responsible for the **PSA** and presented to the line management person responsible for the work **in** question.
- (b) Line management must respond in writing to the **grievance citing** its position **within 48** hours (as is required with **all** other grievances). Both parties **should** endeavour **locally** to complete a Record of Discussion form or **an** agreed statement of fact sheet.
- (c) The **PWU office will** assign a grievance number. Copies of the completed grievance and associated fact sheets or Records of Discussion forms should be sent to the **PWU** office and Labour Relations - Corporate **Human** Resources.
- (d) **Grievances will** be referred to Arbitration and scheduled through joint agreement between Labour **Relations -** Corporate **Human** Resources and the **PWU office.**
- (e) If it makes sense to do so, local discussions may **take** place with a view to resolving the threshold grievance up to the arbitration date.

12.2.7 Dispute **Resolution** Process

- (a) Mr. **Teplitsky** shall be appointed as Facilitator to assist the parties to resolve all issues of **application** and interpretation of this Article **with** the power and **authority** of an arbitrator under the Ontario Labour Relations Act but not subject to the Arbitrators' Act.
- (b) Any dispute between the parties relating to whether **this** Article applies to any decision to use purchased **services** or **if** a purchased **service falls** within the categories set out in

12.2.6 will be determined in an expedited manner by the **facilitator** whose **decision shall** be **final** and binding.

- (c) The Union will not be prejudiced in any subsequent case by a particular purchase of services. **Similarly**, the Company **will** not be prejudiced by any decision not to purchase services. This **applies** to **all** cases including threshold cases.

12.3 JOINT RESOLUTION COMMITTEE

12.3.1 Purpose

The purpose of this Joint Committee is to resolve disagreements, on a consensus basis in a timely and expeditious manner, as to whether proposed purchased services which are above threshold above may proceed. In its deliberations, the committee **will** consider the factors in items **12.0, 12.1** and **12.2**.

Prior to a meeting of the Joint Committee, the Company **will** provide the Union with the following information related to the proposed **PSA**:

- copies of the Tender or Request for Proposal documents, if there are any;
- an accurate **description** of the work which is the **subject** of the proposed **PSA**;
- accurate details on bids e.g., price, scope of the work as set forth in the bid;
- a **full** cost **benefit** analysis including incremental costs but excluding overhead costs which would be incurred.

12.3.2 Membership

The membership of the Joint Committee **shall** be as follows:

- (a) The facilitator Mr. **Teplitzky** 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. **Teplitzky will** have the authority to make such orders as he deems appropriate to give full **affect** to his **decision(s)** and to **deal** with any consequences his **decision(s)** might have in the workplace.

- (d) Where either party wishes to proceed with a Purchased Services discussion which is above threshold, the parties **will** endeavour to complete discussion within **10** days of **notice** to the union in the prescribed form and that **full resolution**, including review by the **JRC**, **will** occur within **30** days of **notification**.

12.4 APPLICATION OF THIS ARTICLE

- 12.4.1 The parties **will** jointly develop and **maintain** an operating **plan** consistent with the provisions of this Article. Such plans **will** be approved by the appropriate Company **official** and the Power Workers' Union Vice President. **Failure** to Jointly develop **an** operating plan will not adversely affect **either party's** rights under the provisions of **this** Article.

These **operational** plans will include:

- An approach for the development and delivery of **joint training** of decision makers
- An **identification** of the type of contracts that are not subject to **an** in-depth review.
- A guideline for a time table on how often contracts of a recurring nature must be reviewed under this Article.
- A **process** for joint review of potential contracts which involve work normally performed by **PWU** represented employees and other **stakeholders**.
- A process and a **time** frame for decision making.
- An internal **process** for dispute resolution.

- 12.4.2 Management and Union **representatives** may choose to jointly review the application of **their operating** plan and **determine** the need for changes at any time over the life of this agreement.

- 12.4.3 **Until** March **31, 2001**, Article **13**, Article **14**, Mid-Term Agreement **MT-12** Contracting Out, **MT-21, MT-21 Appendix A** and Mid-Term Agreement **MT-14** Future Agency Employees are suspended. Item **12.1** of **this** Article will apply to decisions **regarding** the use of agency employees.

ARTICLE 12 – APPENDIX A

The provisions in this Appendix and Article **12.3.2 (c)** are to be applied to those **situations** where employees **are** given surplus status as a result of a joint or arbitrated decision to use purchased services to do the work normally performed by the affected employees. **The definitions** contained in Articles **10** and **11** will also apply to this **Appendix**.

1.0 JOINT EMPLOYMENT SECURITY COMMITTEE

The function of the Joint Employment Security Committee is to resolve disputes regarding the appropriate **application** of this Appendix.

The committee **will** consist of **six** regular members, three representing the Union and three representing the Company. Two additional members from each party may be added from a work **unit** affected by the surplus situation under consideration. Meetings may be called by either party.

In **all** disputes referred to the committee for settlement, the committee's decision will be **final and** binding on both parties.

In the event that the Joint Employment **Security** Committee is unable to resolve a dispute, it will be referred to Mr. **Teplitsky**. **The intention** of both **parties is** to have a speedy **resolution** of the dispute. Verbal decisions which will be **confirmed** by a written decision **will** be acceptable and all decisions are **final** and **binding** on both parties.

2.0 EMPLOYMENT SECURITY

The **provisions** of this Appendix **will** apply to a regular employee with two **(2)** or more years' seniority who becomes surplus from his/her position as a result of **contracting out** the work normally performed by that employee. The effect of decisions to use purchased services on **PWU** members **will** be **minimized** by **accommodating** required **staff reductions** wherever possible by **attrition**, transfer to other jobs or **retraining**. **Redeployment/career counselling** will be made available to affected staff when they are **notified** of their surplus status. Training and career **options will** be discussed and incorporated into the redeployment plan. Reasonable **training** and educational leave **will** be applied as **appropriate**. **The** provisions of this Article will not apply to regular-seasonal employees.

The definitions contained in **Articles 10 and 11** will also apply to this Appendix.

For the purposes of **determining** if the employee has sufficient seniority to **qualify** for **this Appendix**, his/her seniority **will** be counted up to the surplus date.

2.1 Surplus Identification

When a decision to contract out results **in** a surplus **in a classification** in any work site the least senior employee in that **classification in** the work site shah be **identified** as surplus. Such employees will be able to apply for vacancies as per Article **10**.

2.1.2 If an employee with **five (5)** or more years seniority has not been selected to a vacancy **within one (1) year after** the surplus date, or an employee **with two (2)** years but less than five **(5)** years' seniority has not been selected to a vacancy within sixteen **(16)** weeks after the surplus date, he/she will be given displacement rights as contained in Article **11** and all other terms and conditions of Article **11** will apply. At this **time all** other provisions of Appendix A **will** cease to **apply**.

2.1.3 The one **(1)** year period for employees **with** five or more years' seniority and the sixteen week period for employees with two or more but less than **five** years' seniority is designed to allow employees not selected to vacancies to avail themselves of the retraining and **reskilling opportunities** outlined in **2.0** prior to any displacement as per Article **11**.

2.2 Wage and Salary Treatment

2.2.1 Seniority - Five Years or More

The employee's grade and progression step shah be maintained and negotiated increases shah apply for one **(1)** year from the surplus date regardless of placement. If the employee accepts a **vacancy** in a lower-rated **classification** his/her dollar rate shah be frozen at the end of the one **(1)** year until the rate for the **classification** equals the employee's **dollar** rate, at which time the **normal** wage and salary treatment shall apply.

2.2.2 Seniority - Two Years - Less than Five Years

The employee's **grade** and **progression** step shall be **maintained** and **negotiated** increases shall apply for sixteen (16) weeks from the surplus date regardless of placement. If the employee accepts a vacancy in a lower-rated **classification** his/her dollar rate **shall be frozen** at the end of sixteen (16) weeks for a period of three (3) months at which **time** a four percent (4%) **reduction** in rate **will take** place. Subsequent reductions of four percent (4%) will take place **annually thereafter** until the **maximum** rate for the lower-rated job is reached.

2.3 General Conditions

2.3.1 Notwithstanding the **provisions** of this Article an employee who is **within five** years of normal retirement or within **five** years of **eligibility** for undiscounted pension when faced with displacement or layoff, with joint agreement may be given special consideration for work site **protection/preference**.

Notwithstanding the provisions of this Article, the parties may make special arrangements for employees who are disabled to the extent that **alternative** employment would be difficult to **find**.

2.4 Moving Expenses

Prior to **Article 11** applying, an employee who is **identified** as surplus as per this **Appendix**, and is required to relocate his/her residence shall receive **moving** expenses in accordance **with** the provisions of Part A, Item **23**. Such moves will be treated as **Company-initiated** moves.

ARTICLE 13
EMPLOYMENT SECURITY PLAN⁶

Table of Contents

13.0	-	Purchased Services
13.1	-	Employment Security
13.2	-	Joint Employment Security Committee
13.3	-	Application
13.4	-	Selection
13.5	-	Wage and Salary Treatment
13.6	-	Displacements
13.7	-	General Conditions

13.0 PURCHASED SERVICES

During the term of this Collective Agreement, no regular employee will be declared surplus in his/her position as a result of the use of purchased services to perform the work normally performed by that employee.

13.1 Employment Security

Numerous factors may affect the nature and methods of **accomplishing** work. Changes in work patterns cannot be prevented but the effect of such changes on regular employees should be **minimized** as much as possible. The effect of such changes on **PWU** members **will** be **minimized** by accommodating required staff **reductions** wherever possible by attrition, transfer to other jobs or **retraining** rather than **layoff**.

The **provisions** of this **Article** will apply to a regular employee **with five** or more years' seniority who becomes surplus from his/her position as a result of contracting out the work normally performed by that employee. The **provisions** of this Article will not apply to regular-seasonal employees.

Employees who become surplus for reasons other than contracting out **will** be entitled to Article **11** as applicable.

The **definitions** contained **in** Articles **10** and **11** will also apply to this Article.

⁶ This Article is suspended for the term of this agreement.

For the purpose of **determining if** the employee has **sufficient** seniority to **qualify** for Article 13, **his/her** seniority will be counted up to the surplus date.

13.2 Joint Employment Security Committee

The function of the Joint Employment Security Committee is to resolve disputes regarding the appropriate application of **Article 13** versus Article 11.

The committee will consist of six regular members, three **representing** the Union and three representing **the** Company. Two additional members from each party may be added from a work **unit affected** by the surplus **situation** under consideration. **Meetings** may be **called** by **either** party.

In all disputes referred, to the committee for settlement, the committee's decision will be **final** and **binding** on both parties.

In the event that the Joint Employment Security Committee is unable to resolve a dispute, it **will** be referred to **an** expedited **arbitration** process. **The intention** of both parties is to have a speedy resolution of the dispute. A list of **arbitrators will** be agreed upon who are prepared to meet on short notice (**within** seven days) **and** to render a decision **within 14** days. Verbal decisions will be acceptable and all decisions are **final** and binding on both parties.

13.3 Application

When a surplus **is identified** in a **classification** in **any** location, the least senior employee in the surplus **classification** in the location shall be declared surplus.

Employees **will** be **notified**, in **writing**, a minimum of three months **in** advance of their surplus date. A copy of the notice shall be sent to the **PWU** office and the Divisional Chairperson.

13.4 Selection

The following selection criteria apply to vacancies and placement opportunities in equal- and lower-rated **classifications**:

1. For **non-supervisory vacancies**, the senior **qualified** surplus regular employee applicant will be selected.

2. Placement opportunities will be **filled** from among the **qualified** surplus applicants so long as there are qualified surplus applicants. For **selection** to a placement opportunity in an equal **classification** (if the equal **classifications** have been **determined** at the time the **application** is made), the **senior qualified** surplus regular employee applicant **will** be selected.
3. **Selections** to **supervisory** positions will continue to be governed by Article **10.1.3A** except when the **vacancy** is in the **same classification** as the surplus employee in which case the senior surplus **applicant shall** be selected.
4. If a surplus applicant is selected to a vacancy he/she must render his/her **decision** within three working days of the offer being made. Failure to do so will be considered a **rejection** of the offer **and** will not **affect his/her further** treatment under **this article**.

When there are no **qualified** surplus applicants, management **will** assess the **capability** of the surplus applicants to become qualified **in** a reasonable period of **time**. Management **will** select **from** among those assessed to be **qualifiable** in a reasonable period of **time**.

Employees covered by this plan **will** be given surplus **priority** consideration from the date of notification until eleven months **after** the surplus date. The selection **priority** will be the same as detailed in Article **11.4.3** which are repeated here for ease of application.

The following applies for equal and lower rated vacancies.

Each category will be considered independently **and** in the order indicated.

1. Surplus employees represented by the **PWU** and surplus managerial services employees⁷.
2. Employees who were **required** to displace someone **in** a lower **classification** as a result of being surplus and who were previously in the **classification** that is now vacant.
3. Persons on the **recall** list whose occupational group contains the vacant **classification**.

⁷ Managerial services employees in this context means employees paid from salary schedule 16 with the following exceptions: security guards, fire and safety inspectors, first aid attendants, and project medical attendants.

4. As per Article 10.

13.5 Wage and Salary Treatment

The employee's grade and progression step shall be maintained and negotiated increases shall apply for one year from the surplus date or **until the date the employee accepts a vacancy whichever comes first.**

If the employee accepts a vacancy in a lower-rated **classification**, his/her dollar rate shall be frozen **until** the rate for the **classification** equals the employee's dollar rate, at which time the normal wage and salary treatment shall apply.

13.6 Displacement

If the employee has not been selected to a vacancy **within** one year after **the** surplus date he/she **will** be given displacement opportunities available **in** Article 11 and all other terms and conditions of Article 11 **will** apply, except for Article 11.4.

All other provisions of Article 13 **will** cease to apply.

NOTE

Employees of the **construction** field forces **will** not be entitled to the displacement **opportunities** of Article 11.

13.7 General Conditions

An employee who is **within five** years of normal **retirement** or **within** five years of **eligibility** for undiscounted **pension** or an employee who is **disabled** to the extent that alternate employment will be **difficult** to obtain, may by agreement between the Company and the Union, be given **special** consideration when faced **with** displacement.

One year's additional **seniority** shall be **allowed** stewards and chief stewards for the **determination** of which employees are surplus within the electoral unit of the chief steward.

An employee who **is assigned** temporary duties or who accepts a vacancy **will** assume **the** working conditions of the position.

A surplus employee who is required to relocate his residence, shall receive moving expenses in accordance with the **provisions** of Part 'A', **Section 23.0**. Such moves will **be** treated as the Company initiated moves.

ARTICLE 14
EMPLOYMENT SECURITY AND WORK ASSIGNMENT⁸

- 14.0** It is the Company's intent to use regular **staff** to perform most of its work of a continuing nature. Furthermore, the Company will strive to provide regular **staff with** stability of employment.

The Working Paper on **Staffing** and Employment dated March **15, 1985** states Management's intentions with regard to continuity of employment for regular **staff** and proportions of work expected to be undertaken by regular staff. For at least the term of this Collective **Agreement**, the Company **will** not reduce the stated proportions of work to be done by **regular staff**.

At the end of each six-month period commencing January **1987**, the Company **will** prepare a statement showing the proportions of work done by regular staff and make this information available to the **PWU**.

It is understood that the **Working** Paper on **Staffing** and Employment, as distinct from the terms of the above provisions, does not form part of the Collective Agreement and Is not subject to **the** grievance and **arbitration** process.

14.1 Work Assignment

- 1.** It is understood that the **assignment** of work to purchased services does not convey a right to such work in the future, nor does it create any precedent **with respect** to future **assignment** of such work to purchased **service** employees by the employer.
- 2.** It **is** agreed between the parties that no more than **450** of the Company tradespersons will be assigned by the Company at any one time under the **EPSCA** Maintenance Assist agreement to perform work for the Company. The Company agrees to inform the Union of the number of Company tradespersons assigned under the **EPSCA** Maintenance Assist agreement on a monthly basis.

⁸ This Article is suspended for the term of this agreement.

**ARTICLE 15
SUCCESSOR RIGHTS**

The employer agrees that it will not directly or indirectly request government to exempt the Company or the Union from **the** successor rights provisions of the applicable labour relations legislation.

The successor rights provisions of **the** applicable labour relations statute **shall be** incorporated by reference into this **collective** agreement. No **board of arbitration established** pursuant to the grievance and **arbitration** provisions of this contract has **jurisdiction** to make any decision **within** the **jurisdiction** of the Labour Relations Board and nothing herein is intended to affect the **jurisdiction** of the Labour Board to resolve disputes related to the **application** of the provisions of the statute. For purposes of **s.48 of the Ontario Labour Relations Act** and **s.57 of the Canada Labour Code**, the Ontario Labour Relations Board or the Canada Labour Relations Board shall be deemed to be a Board of Arbitration for the resolution of disputes related to the interpretation, application, **administration** or alleged violation of this provision of the collective agreement. **The** remedial powers of the labour Board shall be as **set** out in the relevant statutory provisions **governing** successor rights.

**ARTICLE 16
DURATION OF THE AGREEMENT**

This agreement shall **come** into effect as of the **1st** day of April **2000**, and shall remain in effect until the **31st** day of March **2001**, and thereafter from year to year unless terminated by written **notice** given by one of the parties to the other within a period of not more **than** two months, but not less than one month prior to the anniversary date.

In the event that **either** party desires to amend the Agreement but not to terminate the same, either party may, by notice in **writing** not **more** than **90** days and not less than **30** days before the anniversary date, serve notice of the proposed amendments and both **parties** shall thereupon commence to **negotiate** in good faith with a view to arriving at an **agreement on the** proposed amendments and all provisions of the Agreement, other than those proposed to be amended, shall continue in full force and effect.

Signed
Hydro One Inc.

Vice President - Labour Relations,
Compensation and Benefits

Vice-President,
Human Resources

Signed
Power Worked Union
Canadian Union of Public Employees - Local 1000

President

Witness as to signatures above written on this paper:

Sector Vice-President

Executive Board Member

Executive Board Member

duly appointed to execute **this** Agreement on behalf of the Union.

PART A

GENERAL ITEMS

TABLE OF CONTENTS

PART A

GENERAL ITEMS

1.0	EMPLOYEE CATEGORIES
2.0	REGULAR STATUS
3.0	ANNIVERSARY PROGRESSION
4.0	RETROGRESSION POLICY
5.0	SERVICE CREDIT
6.0	VACATIONS
7.0	STATUTORY <i>HOLIDAYS</i>
8.0	FLOATING HOLIDAYS
9.0	SPECIAL TIME OFF
10.0	LEAVE OF ABSENCE
11.0	PREGNANCY/ADOPTION/PARENTAL LEAVES
12.0	DISABILITY BENEFITS AND INCOME PROTECTION
13.0	HEALTH INSURANCE PLANS
14.0	PENSION AND INSURANCE
15.0	RETIREMENT
16.0	REDUCED HOURS OF WORK FOR EMPLOYEES WHOSE NORMAL HOURS OF WORK ARE 40 PER WEEK
17.0	PAYMENT FOR TEMPORARY INSTRUCTION
18.0	HEADQUARTERS
19.0	TRAVELLING TIME OUTSIDE NORMAL WORKING HOURS
20.0	COMPENSATION AT TEMPORARY HEADQUARTERS

- 21.0 METROPOLITAN TORONTO BOUNDARIES**
- 22.0 KILOMETRE RATES**
- 23.0 TRANSPORTATION AND MOVING EXPENSES**
- 24.0 MEAL PROVISIONS**
- 25.0 PROMOTIONS**
- 26.0 JOINT COMMITTEES**
- 27.0 DISTRIBUTION OF AGREEMENT AND WAGE SCHEDULES**
- 28.0 TIME CHARGES - UNION ACTIVITIES**
- 29.0 EYE PROTECTION**
- 30.0 PERSONAL TOOLS**
- 31.0 SPECIAL CLOTHING FOR EMPLOYEES**
- 32.0 PURCHASING PRIVILEGES - SURPLUS EQUIPMENT STORES**
- 33.0 RETURN OF COMPANY PROPERTY**
- 34.0 TIME CHANGE - SHIFT WORKERS**
- 35.0 REST PERIODS**
- 36.0 WEEKLY PAY DAYS**

PART A

GENERAL ITEMS

1.0 EMPLOYEE CATEGORIES

All employees fall into one or the other of four principal categories as outlined below.

1.1 Probationary

This category describes persons taken on strength on a probationary basis with the prospect, if their services are found satisfactory, of a change of category to Regular full-time or Regular part-time (**Section 1.2**, following).

1.2 Regular

Regular employees are those employees who, **having** satisfactorily met the job requirements, are judged medically fit by the Health and Safety Division for positions which are part of the continuing **organization** of the Company. They must have served the required time in a probationary category which is part of the Company's continuing organisation, or in a temporary category which becomes part of the Company's **continuing** organisation.

1.2.1 Regular Full-Time

Regular full-time employees work the regular hours of the **classification** into which they are hired.

1.2.2 Regular Part-Time

The establishment of a regular part-time position is a joint decision of local management and the chief steward made in a spirit of trust and co-operation. The parties will ensure that regular part-time positions are appropriately used to maintain corporate effectiveness, not to split a regular full-time **position**.

Regular part-time employees are regularly employed on an average of **24** hours or less per week calculated on a monthly basis. **They** are employed for a **minimum** of **16** hours per month. Regular part-time employees are treated as regular employees except where noted otherwise.

Pro-Ration Formula: The regular part-time employee benefit pro-rata formula is calculated based on the hours worked by the regular

part-time employee expressed as a percentage of the normal scheduled number of hours for the **classification**. Where the number of regular part-time hours vary in a week it **will** be necessary to **calculate** this percentage over a jointly agreed upon extended period to get an accurate **figure**.

1.2.3 Regular - Job Share

Regular full time employees interested in job sharing arrangements shall **find** an appropriate partner from the same work location **with similar** skills and the same or lower **terminal** rates. These employees must establish an acceptable arrangement between themselves before approaching Management with the request.

Upon attaining agreement between Management and the employees, the job share arrangement will operate for a trial **6-month** period. Following the &month trial period, the arrangement **will**:

(a) be considered a temporary arrangement and be extended by a maximum of six (**6**) months at which time the arrangement will end.

OR

(b) be considered a permanent job share arrangement. At this **time** the vacated position will be posted and filled in accordance with Art&& **10**. In the case of the permanent job share arrangement, the incumbents are required to **remain** in their arrangement until one partner permanently leaves the job share. At that time, the other partner is required to assume responsibility for the full-time position on **30** days' notice.

Employees engaged in a job share work arrangement are regular **part-time** employees for the purposes of benefits administration. Employees in job share arrangements will revert to regular full-time status for the purposes of application of Article **10** and Article **11**.

Service credit for time spent in job sharing arrangements will be calculated on a pro-rata basis.

1.3 Regular-Seasonal

Regular-seasonal employees are those judged medically **fit** by the Health and Safety Division for the position involved, who have

attained one year's accumulative service, and who **are steadily** employed through the year, except for short-term layoffs.

1.4 Temporary

Temporary employees are hired to perform work that is expected to last for a short period of time or to perform work in place of a regular employee who is absent from his/her position.

For temporary full-time and temporary part-time employees, accumulated service shall mean the period of employment **during** which there has been no break in employment exceeding **five** months.

1.4.1 Temporary Full-Time

Temporary full-time employees work the regular hours of the **classification** into which they are hired and may be engaged for up to **12** months of accumulated service.

1.4.2 Temporary Part-Time

Temporary part-time employees are employed for a period of up to **12** accumulated months on an average of **24** hours or less per week (calculated on a monthly basis). Temporary part-time employees are treated as temporary employees except where noted otherwise. **Benefits** are pro-rated the same as regular part-time employees.

To ensure that temporary part-time employees are properly **classified** as temporary, an assessment is to be made as to the regular or temporary status of the position whenever the temporary part-time employee is employed for twelve **continuous¹** calendar months. This assessment is subject to the grievance procedure.

This assessment is made based on the **definition** of a regular **part-time** position. i.e. the work is of a continuing nature with a minimum of **16** hours in a calendar month. If the position is determined to be temporary this will be conveyed to the Chief Steward (the employee should be given an end date and will remain temporary).

If the position is determined to be regular part-time, a joint discussion must take place as per the Regular Part-time provisions in the agreement prior to the position being posted. If the incumbent's employment exceeds **12** continuous months the Incumbent will be

¹ If an employee commences on January 20th and works any portion of a calendar month for 12 continuous months, they will have 12 continuous calendar months service on January 20th of the following year.

given regular part-time status and the incumbent's seniority will be calculated on a pro-rated basis.

If as a result of the assessment above, the position is still temporary part-time at the **12** month accumulated service mark one of the following options must be selected:

- 1) the job is posted as a regular part-time. This decision is a joint decision as per regular part-time provisions in the agreement.
- 2) The Steward agrees to an extension of the temporary **part-timer's** service for a **specific** period and the employee retains temporary status.
- 3) The temporary part-timer is terminated.

Accumulated service applies to temporary employees. Such employees do not have either seniority or service credit.

1.4.3 Benefits

The following are the benefit provisions **that apply to temporary** employees.

1.4.3.1 Vacations

Entitled to a cash vacation allowance of four percent **(4%)** of accumulated wages.

1.4.3.2 Statutory Holidays

Temporary employees **will** be entitled to statutory holiday pay provided that they have more than three months' accumulated service.

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

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

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

1.4.3.3 Floating Holidays

Temporary employees who have accumulated **20** weeks' service in a calendar year will be entitled to three floating holidays subject to the following:

1. Floating holidays may be taken on such days as the employee and his/her supervisor mutually agree upon, following reasonable advance notice on the part of the employee.
2. Floating holidays shall not be carried over into the following year unless work considerations prevent the employee from taking the **floater(s)** in the year of entitlement.
3. Where the employee is unable to reach mutual agreement with his/her supervisor to take his/her floating holiday(s) before year-end because of absence due to **illness**, unused floating holidays will be assigned on the last working day(s) of the year.
4. Where an employee falls sick on his/her scheduled floating holiday, that day will not be charged against his/her sick leave credits, but shall be treated as a floating holiday for pay purposes.
5. Entitlement on Termination: If the employee terminates after having accumulated **20** weeks' service in the calendar year, the Company will make a cash payment in lieu of any unused **floating** holiday credit.

If the employee terminates prior to accumulating **20** weeks' service in the calendar year, entitlement will be as follows:

- (a) If the employee has not qualified for entitlement in the previous year, he/she will have no entitlement in the current year. If he/she was granted a floating holiday under **4.** above, the Company will recover one day's pay for each floating holiday taken.
- (b) If the employee has **qualified** for entitlement in the previous year, his/her entitlement will be prorated based on the number of weeks' accumulated service in the year of **termination**. For example, an employee who terminates

after accumulating **five** weeks' service in the year would be entitled to **5/20ths** of three days.

The Company will either make a cash payment in lieu of any unused **floating** holiday credit or recover the value of the unearned portion of floating holidays taken under **4**, above.

In no case will an employee be entitled to more than three floating holidays or floating holiday credit in a calendar year.

6. Temporary part-time employees shall receive pro-rated payment. (Ref. Part A. Item **1.4.2**)

1.4.3.4 Sick Leave Entitlement

Temporary employees shall earn sick leave credit of one-half day at **100 percent (100%)** pay for each month of accumulated **service** to a maximum of six **days²**.

1.4.3.5 Health Insurance Plan (Excluding Summer Students Regardless of Wage Schedule PaidFrom)

These employees shall be considered as a group in order that they may apply to participate in the Supplementary Plan and the Extended Health Benefit **Plan** at group rates. One hundred percent **(100%)** of all premiums will be paid by the employees.

The Company will pay one hundred percent **(100%)** of the Ontario Health Insurance Plan premium for temporary employees who have four months accumulated service.

1.4.4 Notice of Termination

When the employment of a **temporary** employee is terminated for other than cause, he/she is entitled to one weeks notice **in** writing if his/her period of employment is three months or more.

2.0 REGULAR STATUS

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

² **Day**, in this instance, is the number of hours normally worked by a regular employee in a classification **and/or** the **work group** of which the **temporary** part-time employee is a member (seven or eight hours). Sick leave is used on the basis of **payment** for the number of **hours** the employee was off work.

1. Probationary employees must serve a minimum of three months on probation. If service is satisfactory, they may be **accorded regular status at that time. A period of not more than three more months** can be used as a further period of probation if it is needed. At the end of this further period, employees must either be made regular, transferred to another position or dismissed. Regular part-time probationary employees must serve up to six calendar months on probation.
2. Temporary employees engaged in work of a continuing nature, shall be **afforded** regular status upon attaining **12** months accumulated service. In such circumstances the employee's position will be considered to be a vacancy. If the former temporary employee is not selected to this vacancy he/she will be declared surplus in accordance **with** Article II.
3. Temporary employees engaged in work which is not of a continuing nature, shall be afforded regular-seasonal status upon attaining **12** months' accumulated service.

3.0 ANNIVERSARY PROGRESSION

Progression dates shall be calculated from the date of appointment or promotion to the position. Subsequent salary adjustments shall be on anniversary dates except as otherwise specified on the appropriate wage schedule.

NOTE

- (a) The progression date for a regular part-time employee who works on average **50%** or more of the base hours of the full **time** classification for the year will be at the completion of one and one third years of service.
- (b) The progression date for a regular part-time employee who works on average less than **50%** of the base hours of the **full time classification** for the year will be at the **completion** of two years **service**.

As a regular practice employees shall automatically progress from minimum to maximum as indicated in the respective wage schedules subject to the following:

3.1 Withholding Progression (Unsatisfactory Performance)

If an employee fails to make satisfactory progress his/her progression may be withheld for a period of six months. (8 months for a regular part-time employee working 50% or more of the base hours: 12 months for regular part-time employee working less than 50% of the base hours.)

In taking this action the Company shall provide the employee with one months notice and the reason for the withholding.

The performance of an employee whose progression has been withheld as above will be reviewed within seven months (nine months for a regular part-time employee working 50% or more of the base hours of the classification and fourteen months for regular part-time employee working less than 50% of the base hours of the classification). If progress and general performance are found to be satisfactory, progression shall be granted. If not, the employee shall be either transferred or dismissed.

If at the time of this review the employee's progress and general performance were found satisfactory and if six months after the review his/her performance has continued to be satisfactory, he/she may be granted the next step in his/her progression.

This will then reestablish his/her original progression status.

If an employee in a recognised hourly-rated training program has not reached the acceptable level of performance his/her progression may again be withheld in accordance with the above. Progression to the journeyman or job rate will not be delayed by more than six months.

3.2 Deferral of Progression (Absences from Work)

When an employee has been absent from work for a period in excess of three months, excluding approved vacation, his/her progression may be deferred without prior notice for a period of time not to exceed the length of the absence. Subsequent progression dates may be adjusted accordingly.

3.3 Progressions for Part C (Operators-in-Training)

Advancement as an operator-in-training will be by controlled progression, based on satisfactory progress in training and study courses. On successful completion of training at the end of 36

months, **OITs** will become reserve operators, at which **time** they will be eligible for appointment to a regular position. If they have not been appointed to **a regular position, their** rate of pay **shall** be Grade **06, Step 1**, after which progressions will be **identified** in accordance with that identified on wage schedule **29**. All conditions of work pertaining to operators-in-training will apply to reserve operators unless otherwise specified.

In the event that there are no qualified applicants to a non-supervisory electrical operator vacancy, operator-in-training applicants who have completed between **24** and **36** months of training may be selected to the position with seniority being the governing factor.

4.0 RETROGRESSION POLICY

The term retrogression' is used to indicate **a gradual reduction in pay** to predetermined adjusted rate.

4.1 where Applicable

1. Retrogression shall apply where a regular employee becomes unable to perform the duties of a job for which he/she is receiving the standard rate and is transferred to a lower-rated job because of:
 - (a) A disability caused by accident or illness.
 - (b) Inability to cope with increased responsibility due to change in job content.
 - (c) Where the unsatisfactory performance is due to faulty selection and the employee has served in the position for a period of at least one year.

Any retrogression for medical reasons is subject to **ratification** by the Chief Physician/Manager Health Services.

2. Retrogression shall not apply where:
 - (a) An employee has less than ten years' established service credit.
 - (b) The change to the lower-rated job is made at the request of the employee to escape heavy work or responsibility or for personal reasons.

- (c) **The** change to the lower-rated job is made necessary for unsatisfactory job performance due to causes other than in **Section 4.1(1.)**.

NOTE

Where retrogression does not apply, the employee will receive the job rate for the new job effective at the time of transfer to the new job.

4.2 How Applied

The Company **will** endeavour to provide an employee to whom Section **4.1 (1)** applies with work he/she is capable of performing. His/her rate of pay shall be calculated as follows:

1. A new rate for the employee will be calculated at the time the employee is retrogressed. This is calculated by adding to the base rate of the new classification an additional two and **one-half percent (2.5%)** (except as specified below) of the **differential** between the base for the new job and the base rate for the employee's former job for each year by which his/her continuous service exceeds ten years at the time of transfer. For regular part-time employees, the new rate is calculated on an hourly basis. For employees with **25** or more years of service, where the reason for retrogression is one of **4.1(1)(a)** or **(b)**, five percent **(5%)** is used in the calculation instead of two and one-half percent **(2.5%)**.

The calculation determines the rate to which the employee's **pay** will be reduced.

2. The **reduction** in rate will take place in steps each amounting to but not exceeding **approximately** four percent **(4%)** of his/her former base rate. (Hourly rate for regular part-time employees.) **The first** step shall occur three months after he/she has been transferred to the new job. The subsequent steps shall occur at six-month intervals until the rate determined in **4.2(1.)** has been reached.
3. Where the retrogressed employee is unable to do the job to which he/she has been retrogressed and demotion to another **job is** necessary, the rate for this new job shall be based on the differential between the base rate of the original

job from which he/she has been retrogressed and the base rate of his/her new job.

4. While retrogression is in progress and **after** retrogression is completed, increases in pay that occur will be applied only to the base rate for the new job and the retrogressed employee will only receive a benefit when the base rate for the new job exceeds his/her adjusted rate.
5. It shall be the responsibility of each Human Resources **Manager/Officer** to advise the Union in writing when any employees are placed on retrogression. This information will be provided to the Union as soon as possible but in any case before the reduction in rate **specified** in **4.2(2.)** takes place.

4.3 special Provisions

1. Retrogressed employees who are within **10** years of being eligible to retire without discount or who are within **15** years of normal retirement, shall have their rate **frozen** until the rate for the job being performed catches up to the frozen rate.
2. An employee with **20** years' service who is retrogressed for medical reasons related to the working conditions and job environment during a **significant** portion of his/her employment with the Company, will have his/her wages maintained **until** he/she is eligible for an undiscounted pension. The wage rate will be **frozen** thereafter.

The medical reasons will be reviewed and assessed by the **LTD** Review Committee.

3. If, in the opinion of the **LTD** Review Committee, an employee is retrogressed because of a serious Injury that resulted from an on-the-job accident with the Company, he/she will have his/her wages maintained until he/she is eligible for an undiscounted pension. This provision will apply to all regular employees regardless of service.
4. An employee with ten years' service who is retrogressed because of a muscular-skeletal **repetitive** strain injury or injury arising **therefrom**, which is deemed **compensible** by the **WSIB** and relates to his/her working conditions with the Company will have his/her wages maintained until eligible

for an undiscounted pension. The wage rate will be **frozen** thereafter.

The medical reasons will be reviewed **and** assessed by the **LTD** Review Committee.

4.4 Nothing in this **regulation** will override special commitments that have been made by the Company that in certain instances rates of pay will be maintained.

5.0 SERVICE CREDIT

5.1 Introduction

This item **defines** service credit and describes the basis for calculating service credit for all purposes except those of the Pension Plan which are covered in the **Hydro** One Inc. Pens&n **Plan** Rules.

The **application** of such service credit to vacations, **LTD**, sick leave and other **benefits** will continue to be governed by the appropriate **instructions**.

5.2 Service Credit Calculation

In most cases the service credit of a regular employee is that employee's seniority. The **exception** to this can be found in Article **10.1.2** where an employee who is appointed to a position within the **PWU jurisdiction from a bargaining** unit which restricts seniority to its own membership. has his/her seniority limited to service within the **PWU** bargaining unit.

Seniority applies to regular, regular-seasonal, and **probationary** employees only.

Temporary employees have accumulated service only.

Service credit **will** not be granted for absences **without** pay of greater than **15 days with** the **exception of:**

1. Normal and Extended **Pregnancy/Parental/Adoptive** leave.
2. Elected Union **officials** absent on Union business.
3. Medical leave of absence.
4. **Time** off in lieu of overtime worked.

5.2.1 Regular Employees

Service credit shall be the period of employment with the Company and any service restored as per Part A. hem 5.3.

5.2.2 Temporary Pull-Time and Part-me Employees When Granted Regular Status

When temporary employees are granted regular or regular-seasonal status, service credit shall be granted for all previous full-time service and on a pm-rata basis for all part-time service.

5.3 Restoration of Service credit

Regular employees who terminate and are **re-employed** to a **continuing** position shall have their service credit restored. Proof of past service must be provided by the employee in the **first 60** days of **re-employment** unless the Company is capable of providing the proof within the **first 60** days of **re-employment**. They shall not be **required** to serve a further probationary period. No service credit **will** be allowed for the **period** between termination and **re-employment**. Regular employees who were formerly employees of Ontario **Hydro** shall have their service credit restored as per Article **10.4**.

Former regular employees who are rehired for temporary full-time or temporary part-time assignments will not be granted regular status upon rehire. Former regular-seasonal employees will retain **regular-seasonal** status when rehired for a temporary assignment, within one year of their last termination date.

5.4 Restoration of Previous Service for Pregnancy Leave

Female employees of the Company or its predecessor, Ontario **Hydro**, who were granted **pregnancy** leave **will** be eligible for service credit as follows:

- (a) those employees who took normal **pregnancy** leaves will be eligible for service credit up to a maximum of **17** weeks.
- (b) those employees who took extended **pregnancy** leaves on or after April 1, **1977** will be eligible for service credit for the full duration.

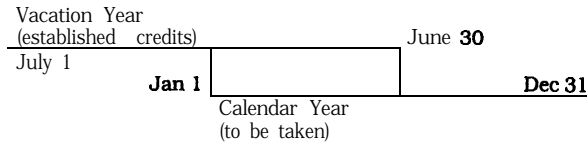
6.0 VACATIONS

6.1 General Policy

Whenever possible, vacations **will** be granted at dates requested by the employees, but in view of the Company's role in providing a vital service at all times, the Company reserves the right to determine the dates when vacations may be taken.

6.2 Relationship between Vacation Year and Calendar Year

For the purpose of calculating vacation allowances, with the exception of **PWU** electrical operators, the vacation year commences July 1 of the previous year and ends June **30** of the calendar year in which the vacation is to be taken.



See also Section 6.7 (Electrical Operators) below.

6.3 Vacation Entitlement

Definition: The Employment Standards Act states that every employer shall **give** to each employee a vacation with pay of at least two weeks upon the completion of each **12** months of employment. The amount of pay for such vacation shall not be less than an amount equal to four percent (**4%**) of the wages of the employee in the **12** months of employment for which the vacation is given.

Wages are defined as any monetary remuneration payable by an employer to an employee under the terms of a contract of employment as well as any payment under the Employment **Standards Act** except vacation pay. Included in wages are termination pay, overtime pay, holiday pay, sick pay, equal pay adjustments, shift differentials, premiums for weekend or holidays, on-call and standby.

Wages do not include vacation pay previously **paid** in the 12-month period, supplementary unemployment benefits, Ups or other gratuities, gifts and bonuses that are dependent on the discretion of the employer and are not related to hours, production or **efficiency**. Also excluded are travelling allowances or expenses, contributions made by an employer to pension **funds**, unemployment insurance.

death grants, disability plans, accident plans, sickness plans, medical plans, nursing plans or dental plans.

Where an employee receives a greater benefit for vacation or vacation pay, that benefit will prevail over the conditions set out in the Employment Standards Act

The amount of pay for a vacation shall be not less than an amount equal to four percent **(4%)** of the accumulated wages of the employee in the **12** months of employment for which the vacation is given and in calculating wages no account shall be taken of any vacation pay previously paid.

Regular Employees

A regular employee shall be eligible for a vacation of:

Less than One Year's Service by June 30: One working day for each full month of service completed between June **30** of the previous year and July 1 of the current year up to a **maximum** of two weeks (**10** working days).

The employee shall be paid four percent **(4%)** of the accumulated wages in the year for which the vacation is given.

For One Year and Less Than Three Years' Service: **10** working days (two weeks) annually. Vacation pay shall equal **10** days' base earnings or four percent **(4%)** of accumulated wages, whichever is greater.

For Three to Seven Years of Service: **15** working days (three weeks) annually when an employee has completed from three to seven years of service by the end of any calendar year. Vacation pay shall equal **15** days' base earnings or, four percent **(4%)** of accumulated wages whichever is greater.

For Eight to Fifteen Years of Service: **20** working days (four weeks) annually when an employee has completed 8 to **15** years of service by the end of any calendar year. Vacation pay shall equal **20** days' base earnings.

For Sixteen to Twenty-Four Years Of Service: **25** working days annually when an employee has completed **16** to **24** years of service by the end of a calendar year.

Vacation pay shall equal **25** days' base earnings.

In the year in which the employee is **first** eligible for **25** working days' vacation, he/she shall be granted it in one continuous period if he/she so requests.

NOTE

Employees hired on the first working day of January shall be deemed to have completed a calendar year on December **31** of the same year.

For **Twenty-Five or More Years of Service: 30** working days' vacation in the calendar year in which he/she completes **25** years of service, and in each succeeding year.

Vacation Bonus

In the calendar year in which a regular employee completes:

- 26 years' service - 1** day's base pay
- 27 years' service - 2** days' base pay
- 28 years' service - 3** days' base pay
- 29 years' service - 4** days' base pay
- 30 years' service - 5** days' base pay
- 31 years' service - 6** days' base pay
- 32 years' service - 7** days' base pay
- 33 years' service - 8** days' base pay
- 34 years' service - 9** days' base pay
- 35 years' service - 10** days' base pay and beyond

The vacation bonus shall be calculated on the employee's base rate of pay as of July **1st** of the year in which the bonus is payable. These bonuses are payable on the closest payday to July **1st** of each year.

Regular Part-Time Employees

Regular part-time employees are eligible for paid vacation **time** off. The entitlement is based on calendar years of service and payment for time off is calculated on a pro-rata basis. (Ref. Part A, Item **1.2.2**).

Probationary Employees

A **probationary** employee shall be entitled to a vacation of one working day for each full month of service completed between June **30** of the previous year and July 1 of the current year up to maximum of two weeks (**10** working days).

Four percent (4%) of the total pay of the employee shall be paid in the year for which the vacation is given - whichever is greater.

Temporary Employees Made Regular

On attaining regular status, temporary employees will receive vacation entitlement for all service as defined in Part 'A', Item 5.2.2.

Temporary Employees

For less than one years accumulated service: Entitled to a cash vacation allowance of four percent (4%) of all accumulated wages.

6.4 Special Provisions and Allowances

6.4.1 Deferment or Interruptions of Vacations

Reimbursement will be made for out-of-pocket expenses incurred by an employee who, at the request of the Company, either defers an approved vacation or returns before the vacation has expired.

When an employee is called back from vacation or when an employee's vacation is cancelled at the request of the Company, the employee shall receive premium rates of pay for all normal hours worked on cancelled vacation days for which seven calendar days' notice has not been given up to a maximum of seven calendar days.

NOTE

In the above cases, the deferred or interrupted vacation days are to be rescheduled at a later date subject to Sections 6.1 and 6.5.

6.4.2 Statutory Holidays and Vacations

If statutory holidays, to which an employee is entitled with pay, occur within his or her vacation period, the employee shall be granted an additional day's vacation for each in lieu thereof.

6.4.3 New Employees

An employee joining the staff between January 1 and June 30 and taking a vacation before July 1, shall receive only the days allowed for service to the date of commencing the vacation. Any remaining days credited for service between the vacation commencement date and June 30 shall be taken between July 1 and December 31.

An employee **joining** the staff between January 1 and June **30** and **taking** his vacation after July **1**, shall receive only the days allowed for service to June **30**.

If an employee joins the staff between July 1 and December **31**, no vacation allowance can be used until after December **31**.

6.4.4 Re-engaged Employees

An employee whose employment is **terminated** and who is **re-engaged** within **12** months of termination shall be granted a vacation allowance based on the employee's r-e-established service credit (**see Part 'A', Section 5.0**). However, the **initial** vacation allowance, while prorated on the same basis as above, must be taken as outlined in Section **6.4.3**.

6.5 Postponed Vacations

6.5.1 With the exception of new employees as outlined In Section **6.4.3**, vacations appropriate to the particular calendar year may be granted at any time but normally must be completed by the end of that year. Carry-over or postponement of vacations beyond the end of that year shall be in accordance with the following:

1. Where it is mutually agreeable, the employee may carry-over a maximum of one weeks vacation to the following year (to be taken by **April 30** of that following **year**). Request for carry-over must be made prior to September **1**.
2. Under special extenuating circumstances (as **identified** in **Subsections 6.4.2, 6.5.2** and **6.5.4**), application for postponement or carry-over of more than one weeks **vacation** may be made to the respective director, or **official** of equivalent rank, but the vacation must be completed by April **30** of the next year.

6.5.2 An employee who is on sick leave shall not be granted a vacation **until** judged fit to return to work. If still disabled when sick leave credits expire, however, the employee may be placed on earned vacation.

6.5.3 An employee who becomes ill while on vacation **shall** not be placed on sick leave **until** after termination of the vacation. Under exceptional **circumstances** in **case** of **very serious illness**, sick leave may be granted at the discretion of the

Chief Physician/Manager Health Services. The employee would then be entitled to the unused portion of his/her vacation after recovery from the illness.

Minor illnesses and injuries may cause some degree of discomfort or disability to an employee while on vacation. Yet for the most part, these do not necessitate complete removal from the vacation setting or loss of the beneficial effects of the holiday. However, when an employee on vacation becomes seriously ill or injured and as a result must be removed from vacation setting entirely, he or she should be entitled to sick leave.

The decision as to when an illness or non-occupational injury is sufficiently severe to justify transfer from vacation to sick leave should be made on medical grounds and rests with the Health and Safety Division. Normally hospitalization or complete confinement to bed in the home under regular physician's care have been the criteria used to judge severity, often after consultation with the attending doctor. "Exceptional circumstances" may include a number of things such as hospitalization, the need to be flown home from a trip abroad, becoming seriously ill on the first day of vacation, etc.

The decision to transfer from vacation to sick leave must be based on reliable medical evidence and made by a physician in the Health and Safety Division. All cases of requests for such consideration should be referred to the Health and Safety Division without exception.

- 6.5.4** Where an employee is on sick leave or workers' compensation and thereby is unable to use his or her vacation credit during the current year such vacations may be carried over to the following year. In accordance with Sections 6.1 and 6.5.1. Any outstanding vacation credit that has not been approved for carry over into the next year shall be paid out by Dec. 31 of the current year.

6.6 Vacation Payment on Termination

An employee whose service is terminated by the Company or by resignation shall be entitled to a cash payment in lieu of an outstanding vacation allowance, calculated proportionately from July 1 marking the beginning of the 12-month period in which the vacation

entitlement applies. Upon the death of an employee, his or her **estate** shall be entitled to the same payment.

The payment will be based on:

1. Four percent **(4%)** of accumulated wages for an employee entitled to the prorated amount of **10** working days annually.

NOTE

In each of the following subsections, the minimum amount to be **paid** must be at least four percent **(4%)** of accumulated wages (see Definition, Subsection **6.3**) of the employee in the year for which the vacation is earned.

2. Six percent **(6%)** of base earnings to date for an employee entitled to **15** working days annually.
3. Eight percent **(8%)** of base earnings to date for an employee entitled to **20** working days **annually**.
4. Ten percent **(10%)** of base earnings to date for an employee entitled to **25** working days annually.
5. **Twelve percent (12%) of base earnings to date** for an employee entitled to **30 working days annually**.

The value of the vacation bonus **will** be based on the employee's base rate at the time of termination. The vacation bonus for the incomplete year of service is pro-rated for the number of completed months from the employee's **ECD** to the date the employee terminates.

Vacation allowance regulations for employees whose service is terminated owing to retirement on early, normal, disability or postponed pension are in accordance with the above.

6.7 Part C (Electrical Operators) Vacations

Vacations for operators will be governed by the following:

1. *For the purpose of calculating vacation allowances, the vacation gear **for PWU electrical operators is the same as for other employees.** The **12-month** period in which the earned vacation is actually taken shall be from May **1st** to April **30th** of the following year rather than the calendar year.*

Vacation Year
(established
credits)

June 30

July 1

May 1

Apr 30

12-month period
(to be taken)

2. Subject to exceptions resulting from unforeseen or emergent conditions, arrangements **will** be made to provide vacations as under-noted:
- (a) Fourteen consecutive **days**¹ off **within** the period May 1 to October 31 (summer schedule) to all regular operators.
 - (b) If desired by the operator and he/she makes this known to the Company prior to the **preparation** of the master work schedule, **21** consecutive **days**³ off including three weekends within the period May 1 to October 31 (summer schedule) to all regular operators who **qualify** for three or more weeks' vacation.
 - (c) Where mutually convenient to the Company and the employees, if individual operators so request, all or part of the vacation allowance may be taken outside the period May 1 to October 31.
 - (d) A request by an individual operator for an extension of his/her vacation period may be granted at the Company's discretion by interchanging his/her scheduled vacation days or unused vacation entitlement with days of work, providing **qualified** relief (reserve operators, **surplus** operators, **operators-in-training**) is available at the location.
3. If it becomes necessary to cancel the additional extension as outlined in this item, the operator granted the extension will be required to return to his/her original schedule without penalty to the Company.

If, in any instance and due to unforeseen circumstances, vacation schedules are adversely affected, the Company will

¹ The **vacation days** referred to would normally include other than vacation entitlement.

use available relief so as to **reduce** the abnormal **period** to a **minimum**.

7.0 STATUTORY HOLIDAYS

7.1 Recognized

The days listed below will be **recognized** by the Company as statutory holidays, regardless of any conflict between these holidays and those declared as statutory holidays by municipal, provincial or federal statutes.

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

When Canada Day falls on a Saturday it **shall** be observed on the following Monday.

In the event that Boxing Day or New Year's Day falls on a Sunday, it shall be observed on Monday. Similarly, if **Christmas** Day falls on a Sunday, it shall be observed on Monday and Boxing Day on Tuesday.

When **Christmas** falls on Tuesday, **Boxing** Day shall be observed on Monday.

AU **regular** and **probationary** employees shall be **paid** for statutory holidays.

A statutory holiday falling **within** an employee's vacation period **shall** not be counted as part of **his/her** vacation but shall be taken as an extra day of holiday.

Regular part-time employees **will be** entitled to statutory holiday **pay** provided that they:

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

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

7.2 Sick Leave Credits

If an employee is not scheduled to work on a statutory holiday and falls sick, his/her pay for that day will not be charged against his/her sick leave credits and he/she will receive payment at **100 percent (100%)** of his/her normal daily base earnings.

If an employee is scheduled to work on a statutory holiday and falls sick, that day is treated as a normal sick day and the employee would receive a lieu day at a later date.

8.0 FLOATING HOLIDAYS

Regular, regular-seasonal **and** probationary employees who have accumulated **20** weeks continuous service in any calendar year will be entitled to three floating holidays subject to the following:

1. Floating holidays may be taken on such days as the employee and his/her supervisor mutually agree upon, following reasonable advance notice on the part of the employee.
2. Floating holidays shall not be carried over into the following year unless work considerations prevent the employee from taking the floater(s) in the year of entitlement.
3. Where the employee is unable to reach mutual agreement with his/her supervisor to take his/her floating holiday(s) before year-end because of absence due to illness (except when exhausting sick leave prior to **LTD**) unused floating holidays will be assigned on the last **working** day(s) of the year.
4. Where an employee falls sick on his/her scheduled floating holiday, that day will not be charged against his/her sick leave credits, but shall be treated as a floating holiday for pay purposes.
5. Regular and probationary employees may take their floating holiday(s) before accumulating **20** weeks service in a calendar year.

6. Regular part-time employees are entitled to three **(3)** floating holidays upon completing **20** weeks of service. **Pay** treatment for the three **(3)** days is on a pro-rata basis. (Ref. Part& Item **1.2.2**)
7. Entitlement on **Termination**: If the employee terminates after having accumulated **20** weeks' service in the calendar year, the Company **will** make a cash payment in lieu of any unused floating holiday credit.

If the employee terminates prior to accumulating **20** weeks' service in the calendar year, entitlement will be as follows:

- (a) If the employee has not **qualified** for entitlement in the previous year, he/she will have no entitlement in the **current** y&r. If he/she was granted a floating holiday under **5**, above, the Company will recover one day's pay for each floating holiday taken.
- (b) If the employee has **qualified** for entitlement in the previous year, his/her entitlement will be prorated based on the number of weeks' accumulated **service** in the year of termination. For example, an employee who terminates after accumulating **five** weeks' service in the year would be entitled to **5/20ths** of three days.

The Company will either make a cash payment in lieu of any unused floating holiday credit or recover the value of the unearned portion of floating holidays taken under **5**. above.

In no case will an employee be entitled to more than **three** floating holidays or floating holiday credit in a calendar year.

9.0 SPECIAL TIME OFF

9.1 Additional Time Off at Christmas and New Year's Holidays

When Christmas **falls** on Friday and **Boxing** Day on Saturday, an additional half holiday will be granted employees on the preceding Thursday.

When Christmas **falls** on Saturday and **Boxing** Day on Monday, an additional half holiday will be granted employees on the preceding Friday.

When Christmas falls on Wednesday, the Friday following Boxing Day shall be granted as an additional holiday.

When New Year's Day falls on a Saturday, an additional holiday shall be granted on either the preceding Friday or the following Monday.

Those regular part-time employees whose regular scheduled day of work **falls** on the holidays referenced above shall be granted the time off and compensated at a rate equal to their normal daily earnings.

9.2 Payment for Time in 9.1

Eligible employees required to work during the days **in 9.1** shall be paid as follows:

1. If employees are normally scheduled to work and are required to work on such a day, they shall be paid straight time for such work within normal scheduled hours and given equivalent time off **with** pay, up to a **maximum** of normal scheduled hours, within the following six months.
2. If employees are not normally scheduled to work on such a day and are required to work, they shall be paid at the rate normally paid for overtime work.
3. Eligible shift employees on a seven-day coverage basis whose normal scheduled day off falls at such designated time, shall be allowed equivalent time off with pay, within the following six months.

9.2 Treatment for Vacation

Special **time** off, as noted in **9.1**, falling within eligible employees' vacation period shall not be counted as part of their vacation but shall be taken as additional time off.

9.3 Remembrance Day

*This section was **originally** created to **allow employees paid time off on Remembrance Day for those who served in the armed forces of Canada, Great Britain or their allies during World War II, the armed forces of the United Nations in Korea from 1950 to 1953, and the Allied Merchant Marine from 1939 to 1945. This no longer applies to any active employees.***

The parties agreed during 2000 negotiations that, in honour of those current and past retirees and their families, the paragraph above will be maintained in the Collective Agreement in recognition of their contributions and sacrifices.

9.4 Sick Leave credit

When special time off, as noted in 9.1 occurs while eligible employees are on sick leave credit, their pay **will** not be charged against sick leave credits and they **will** receive **100%** payment at **their** base rate for normal scheduled hours.

10.0 LEAVE OF ABSENCE

10.1 with Pay

Occasionally, an employee will be in a situation where there is no reasonable alternative to **being** absent from work for personal reasons. Sometimes the employee will, at the same time, be committed to considerable additional expense. Provision is made so that the Company may ameliorate the hardship to the employee which may result.

10.1.1 General

When in the Company's judgment the circumstances warrant such action, leave of absence with pay may be granted.

This leave is based upon reasons of personal emergency, such as severe illness in the immediate **family** which would necessitate remaining home until adequate arrangements could **be** made for outside help, or being in close attendance at a hospital. Also, in cases where an employee is faced with the effects of a severe storm, **fire** or flood.

10.1.2 Funerals

A regular employee may be released **from** duty for a period up to three days without reducing base earnings in the event of the death of a member of the **immediate** family including parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, husband, wife, son, **son-in-law**, daughter, daughter-in-law, grand-parents, **grandparents-in-law** and grandchildren. **In the event a regular employee is on approved vacation, the employee's vacation day may be transferred to funeral leave.**

In the event of the death of a fellow employee, a regular employee may be allowed time off with pay to attend the funeral. Usually the time required is less than one-half day. Regular part-time employees shall be granted the time off with pay if scheduled to work.

NOTE

Section 10.1.2 is a guide applicable under ordinary circumstances, on the distinct understanding that it does not set rigid limits either maximum or minimum.

10.1.3 Annual Training for Reserve Forces

A regular employee who serves with the Reserve Force of the Canadian Armed Forces and can be spared from work may be granted leave of absence in order to attend annual training.

The employee will be paid the **difference** between the gross amount received **from** the **Department** of National Defence for the full training period and base earnings for the period of absence. The employee will be required to **furnish** his/her supervisor with a statement from the commanding **officer** of the reserve unit, showing the amount received from the Department of National Defence for the training period.

10.1.4 Legal Hearings

Base earnings will be maintained when an employee is called for **jury** duty or is subpoenaed to appear in court as a witness except in cases involving inter-union jurisdictional disputes.

10.2 Equivalent Time Off Without Pay

Employees who have worked overtime may be granted one hour off for each hour worked, without pay, **in** increments of not less than **one-half** day, provided the employee requests the time off and the workload permits.

11.0 PREGNANCY/ADOPTION/PARENTAL LEAVES

11.1 General Provisions

To be eligible, the employee must have worked for the Company for a period of at least **13** weeks preceding the estimated delivery date or have been employed by the Company for **13** weeks by the date on which the child comes into the custody, care and control of the parent for the first time.

These leave provisions are available to **all** categories of employees. In addition, regular employees including regular part-time employees eligible for pregnancy leave or adoption leave are entitled to supplementary unemployment benefits (Ref. **11.4**).

Pregnant employees are entitled to pregnancy leave including those women whose pregnancies are terminated by **still-birth** or miscarriage within **17** weeks of the expected birth date (Ref. **11.2**). Following the birth of the child, the employee **is** also eligible for parental leave. (Ref. **11.5**)

Adoption leave is available to the parent who is designated as the **primary** caregiver (Ref. **11.3**). Parental leave is also available to such an employee (Ref. **11.5**).

Parental leave is also available to employees not eligible for pregnancy or adoption leave but who have become the parent of a child (e.g. an employee whose spouse has given birth to a child or the adoptive parent who is not the primary caregiver. Ref. **11.5**).

A leave extension is available to employees who take a **pregnancy** leave followed by a parental leave (Ref. **11.6**).

Service credit will be granted for the full duration of such leaves.

Two weeks' notice is required for such a leave, except as noted **in 11.2.2**. The commencement date can be advanced or delayed upon the **giving** of a further two weeks notice. Similarly, the termination date can be advanced or delayed upon **giving** four weeks notice.

Eligibility for such leave does not necessarily mean the employee is entitled to **EI** benefits. However, **EI** benefits may be available in the case of such a leave **and** employees should be referred to the nearest **EI office** to check their entitlement.

The Company will continue for the duration of any such leave to pay the same share of the premiums for **OHIP, EHB, Dental Plan, Life Insurance and Pension Plan** that it would normally pay for the employee. This **will** not apply with respect to any **benefit** plan where the employee is normally required to make an employee **contribution** and he/she has given the Company written notice that he/she does not intend to pay such contributions.

An employee going on such a leave may prepay **his/her** pension contributions prior to taking the leave or make up contributions on return to work to establish pensionable service for the period of

absence. Prior to the leave, he/she must sign the appropriate forms indicating whether or not he/she wishes to prepay the pension plan contributions.

Positions temporarily vacated as a result of a pregnancy/adoption or parental leave will be **filled** on a temporary basis only until the employee on leave returns.

Provided the employee returns to work no later than *the* expiration of his/her leave entitlement, he/she will be offered:

- (a) The position most recently held if it still exists at a rate of pay not less than his/her wages at the commencement of the leave or if greater the wages that the employee would be earning had the employee worked throughout the leave.
- (b) Should the position most recently held not exist as a result of a surplus in the unit in accordance with Article 11 he/she will be offered a comparable position at the location he/she was previously working at a rate of pay not less than his/her wages at the commencement of the leave or if greater the wages that the employee would be earning had the employee worked throughout the leave.
- (c) Should (a) or (b) not **exist** he/she will be **treated in** accordance with Article 11.

The granting of extensions to the **normal 90-day** acting period for positions vacated by an employee on pregnancy/adoption/parental leave shall be automatic. **The** Union chief steward shall be advised of all cases where this subsection applies.

11.2 Pregnancy Leave - General

Prior to commencing **pregnancy** leave, the female employee must indicate in writing her desire to return to work following her **pregnancy**.

The **Ontario Human Rights Code** requires the employer to accommodate the needs of pregnant employees **in** the workplace, unless to do so would cause undue **hardship** to the business. If a pregnant employee is unable to work in her regular work **location** because of the possible radioactivity level, her normal base rate of pay will be maintained during the period of relocation.

11.2.1 Duration of Leave

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

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

NOTE

Female employees who are the parent of a child are entitled to parental leave in addition to pregnancy leave. Parental leave is described in **11.5**. Unless **otherwise** mutually agreed, parental leave must immediately follow the pregnancy leave unless the child has not come into the custody, care and control of the parent for the first time.

11.2.2 Physician's Certificate

When a female employee applies for pregnancy leave she must provide her supervisor with a certificate from her physician stating that she is pregnant and giving the estimated date of delivery at least two weeks prior to the date she plans to commence the leave.

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

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

When a female employee resigns without notifying her supervisor that she is pregnant and she has not applied for **pregnancy** leave, but within two weeks following her **resignation**, provides her supervisor with a **certificate** from her physician stating she was unable to perform her job duties because of a medical condition arising from her

pregnancy and giving the estimated or actual delivery date, she shall be entitled to pregnancy leave if it is requested.

NOTE

The supervisor should obtain the advice and assistance of the Health and Safety Division if **clarification** is required.

11.2.3 Pregnancy and the Sick Leave Plan

Normal pregnancy leading to **confinement** is not an **illness** under the terms of the Sick Leave Plan. However, absences due to pregnancy-related illnesses or complications shall be considered as sick leave under the terms of the sick leave plan.

11.3 Legal Adoptions -- Primary care-Giver

In cases of legal adoption where the child is raised in the home the **following** will apply after receipt of the **child**.

1. Where the child is less than elementary school age, the primary caregiver will be granted leave of up to **17** weeks.
2. *Where* the child is **elementary** school age or older and the primary caregiver requests leave, the duration **will** be based on the recommendation of the adoption agency with the **final** decision being made by the Company's Chief Physician.
3. **The primary** caregiver *is also* entitled to parental leave (**Ref 11.5**).

11.4 Benefits Under the Supplementary Unemployment Benefit Plan for Regular Employees

Provided they **qualify** for **EI** payments regular female employees who are eligible for pregnancy leave or the regular employee who is the parent designated as the primary caregiver in a legal adoption proceeding **shall** be paid a benefit in accordance with the Supplementary Unemployment Benefit Plan. In order to receive this benefit, the employee must provide the Company with proof that he/she has applied for and is eligible to receive unemployment insurance **benefits** pursuant to the Employment **insurance** Act The grant payment may only be paid upon receipt of proof that the employee is eligible for EI **benefits**. The simplest "proof of eligibility" is the counterfoil from the employee's **first** EI cheque.

According to **the** Supplementary Unemployment **Benefit Plan** payment will consist **of**:

1. Two weeks at **93** percent (**93%**) of the employee's base pay.
2. Up to **fifteen** additional weekly payments dependent on the length of his/her EI entitlement, equivalent to the difference between the unemployment insurance benefits the employee **is** eligible to receive and **93** percent (**93%**) of the employee's base pay.
3. In the case of a legal adoption, in addition to the Supplementary Unemployment Benefit Plan payments, the **primary** caregiver **shall** receive the equivalent of **93%** of two weeks base salary in the thirteenth and fourteenth weeks of the leave.
4. Other earnings received by the employee **will** be considered so that the **total** combination of SUB, EI **benefit** and other earnings will not exceed **93** percent of the employee's base **pay**.

These payments **will** only be made **if the** employee *signs an* agreement with the Company, providing:

- (a) that he/she **will** return to work and remain in the Company's employ for a period of six months **from** the date of return to work
- (b) that he/she **will** return to work on **the** date of the **expiry** of her pregnancy leave or his/her adoption leave, unless the employee is entitled to another leave provided for in **this** agreement:
- (c) that the employee **recognizes** that he/she is indebted to the Company for the payments received if he/she fails to return to work as per the provisions of subsections (a) and **(b)**.

11.5 PARENTALLEAVE

11.5.1 General

Employees who have been employed by the Company (including service with Ontario **Hydro**) for a period of at least **13** weeks by the date on which the **child** is born or comes **into** the custody, care and control of the parent for the **first time** are eligible for an unpaid

parental leave. A parent includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence **with a parent of a child and who intends to treat the child as his or her own.**

11.5.2 Duration of Leave

Employees eligible for parental leave may take **this** leave beginning not **later than 35 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 **18** weeks.

Employees who wish to take this leave must give the Company two weeks' notice in writing prior to the date the leave would begin and four weeks notice of the date the leave will end **if** they wish to terminate the leave prior to **18** weeks following the date the leave commenced.

An employee, who takes a pregnancy leave followed by a parental leave as per Item **11.2** and **11.5** may elect to have the total leave extended up to **39** weeks. This constitutes an extension of up to 4 weeks.

11.6 Service Credit

Employees who were granted **pregnancy/adoption/parental** leave from the Company or its predecessor, Ontario **Hydro**, on or **after** November **18, 1990** **will** be eligible for service credit for the full duration.

12.0 DISABILITY BENEFITS AND INCOME PROTECTION

12.1 Sick Leave Plan

The benefits of the Company's Sick Leave Plan shall be considered as part of this Agreement. However, it is **recognized** that its provisions are not an automatic right of an employee and the administration of **this** plan and all decisions regarding the appropriateness or degree of its **application** shall be vested **solely** in the Company.

The Company's Sick Leave Plan **will** provide that probationary and regular employees will commence with a credit of eight days at **100** percent (**100%**) and **15** days at **75** percent (**75%**) pay, payable from the **first** day of sickness. This credit will continue to be available until the employee attains his/her **first** annual accumulation date as a regular

employee. At the **time** of this accumulation date and each subsequent accumulation date he/she **will** acquire additional credits of eight days at **100 percent (100%)** pay and **15 days at 75 percent (75%)** pay. The accumulation of credits **will** be subject to the provisions of the Company's Sick Leave Plan.

Regular part-time employees shall receive a pro-rated number of sick days. When a regular part-time employee is absent due to **illness** on a **scheduled day** of work, **they** shall be paid for **the** hours of work scheduled for that day provided sick leave credits are available.

Normally employees will be **expected** to arrange routine medical or dental appointments during non-working hours. Where such **appointments** cannot be arranged during non-working hours and the employee can be released **from** his/her duties, then the time shall be charged against an employee's sick leave time.

Employees who are on sick leave for **30** days or more may be eligible to participate **in** a vocational rehabilitation programme in accordance with the Company's policy.

12.2 Long Term Disability

12.2.1 General Provisions of LTD Plan

The Long Term Disability (**LTD**) Plan provides **financial** security and rehabilitative employment features to regular employees during their absence **from** work due to extended sickness or injury. **LTD** benefits commence upon completion of the **qualifying** period which is **defined** below. Regular employees who are approved for the provisions of the **LTD** Plan will be subject to the following contractual provisions.

All employees who are in receipt of **LTD** benefits will be eligible to participate in the Rehabilitation and **Re-employment** Programme dependent upon their medical suitability and procedural requirements.

DEFINITIONS:

LTD Qualifying Period - The qualifying period is defined as the period six calendar months **from** the starting date of the employee's continuous absence due to disability; or a total of six months in accumulative **authorized** medical absences in the year prior to the date sick leave expires due to the same progressively deteriorating disability; or the expiration of sick leave **whichever** is longer.

Disability Period - The period in which an employee cannot continuously perform the essential duties of any position available in accordance with the priority placement criteria of the Rehabilitation and **Re-Employment** Procedure.

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

1. **Sixty-five percent (65%)** of base earnings at the end of the **qualifying** period for **LTD** benefits, or
2. Seventy-five percent (**75%**) of base earnings at the end of the **qualifying period** for **LTD** benefits less any **compensation** awards **from** the Workplace Safety and Insurance Board (**WSIB**) (excluding the Non-Economic Loss award) and/or the Canada Pension Plan, excluding benefits for dependents.

NOTE

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

Miscellaneous Provisions - A person who runs out of sick leave credits **will** be granted a leave of absence without pay **until** such time as the **LTD qualifying** period elapses. The employee **will** continue to receive service credit **during** this period and have coverage maintained **in** but **will** not be required to contribute to the Company's Pension Plan, Health and Dental **benefits**, and the Company's Group Life Insurance Plan.

Where an employee has been retrogressed to a lower-rated job for medical reasons and within two years (not including the **LTD** qualifying period) begins receiving a monthly income under the **LTD** Plan for reasons directly related to the original **medical** condition, the base earnings used to compute the **LTD** monthly income payment shall be the current rate **of the** employee's **original classification**.

Exceptions and Limitations to the LTD Plan

LTD benefits will not be made available for claims resulting from:

1. A disability for which the person is not under continuing **medical** supervision and treatment considered **satisfactory** by the Insurance Carrier and the Company.

2. A disability caused by intentional **self-inflicted** injuries or illness while sane.
3. A **disability** from bodily injury resulting directly or indirectly from insurrection, war, service in the armed forces of any country, or **participation** in a riot.
4. Normal pregnancy leading to confinement.
5. Disability from **occupational** Injuries for which the employee is receiving Total Temporary Disability Benefits or during the **first 24** months of a Future Economic Loss Award or during the **first 24** months from the date of Loss of Earning (**LOE**) Award from the Workplace Safety and Insurance Board.

No amount of **LTD** benefit will be payable with respect to the disability of an employee during any of the **following** periods:

1. If the disability is due to **mental** disorder, any period while the employee is not under the continuing care of a certified psychiatrist or other care **authorized** by the employee's psychiatrist.
2. If the **disability** is due to substance abuse, alcoholism and/or drug addiction any period in which the employee is not **certified** as being **actively** supervised by and receiving continuing treatment from a rehabilitation centre or a provincially **designated** institution.
3. The period during which the employee is on leave of absence, including **Pregnancy** Leave of Absence. The **LTD qualify** period begins on the date the employee is expected to return to work from that leave of absence.

12.2.2 Benefits While on LTD

1. **Service Credit:** Service credit shall not continue while the employee is in receipt of **LTD** benefits. Upon return to work, service credit shall be **applied** as per Item **12.2.4**.
2. **Vacation Credit:** Any **outstanding** vacation entitlement for a person going on **LTD** will be paid **in** cash upon **expiry** of sick leave. The cash payment will be **calculated** on the base earnings at the expiration of sick leave for the prorated days of vacation entitlement, any outstanding lieu days, any outstanding floating statutory holidays, and banked time for

40-hour per week employees. No vacation entitlement, floating holidays, or banked time for **40-hour** per week employees accrues **while** a member is in receipt of LTD benefits.

3. **Vacation Credit During Rehabilitation Employment:** Vacation credits **will** be earned based on the hours worked and the employee's vacation entitlement multiplied by the corresponding **percentage** listed below. These credits will be paid in cash in the last pay period of the year if not used by December **31**, or upon return to regular employment, or upon termination.

Vacation Entitlement (Based on Service Credit)	Percentage of Accumulated Earnings/Hours Worked
10 working days or less annually	4%
15 working days annually	6%
20 working days annually	8%
25 working days annually	10%
30 working days annually	12%

4. The Company **health** and **dental** coverage premiums continue to be maintained by the Company.
5. **The Company Pension Plan:** The employee's membership **in** the plan continues. Upon **expiry** of sick leave, the requirement for employee contributions is waived. An employee is not required to make **contributions** to the plan while he/she is receiving LTD benefits. The retirement pension continues to accumulate. Years of **service** continue to **accumulate** for entitlement to rights **and** benefits under the Pension Plan.
6. **The Company Group Life Insurance Plan:** Commencing the **first** day of the month following the end of the **qualifying** period for LTD benefits, an employee will continue receiving the same insurance **option** during receipt of LTD benefits as that in force prior to such receipt. An employee who is in receipt of LTD benefits is not required to make contributions to the Group Life Insurance plan.
7. **Sick Leave Entitlement:** Upon receipt of the memorandum from the Chief Physician recommending that the employee

should make application for **LTD benefits**, entitlement to accumulate or restore sick leave credits shall cease on the day **following the next accumulation** date provided that it falls within the **qualifying** period.

8. **Union Dues:** Upon **expiry** of sick leave an employee's Union dues shall cease.
9. Employee status will continue with respect to **maintaining** redress **rights** to contractual provisions.

12.2.3 Recurring Disability After Return to Regular Work

if, on return to regular employment after receiving disability benefits, a subsequent period of disability recurs **within** six months and is related to the cause of the previous **disability**, the following shall **apply**:

Entitlement to **existing** sick leave credits shall cease, the **qualifying** period shall be waived, and the employee shall **immediately** receive **LTD** benefits as if there had been no return to work.

12.2.4 Individual Returns to Regular Employment

1. **Service Credit** Continuous service recommences upon return to work and service credit accumulated prior to the date of receipt of **LTD** benefits will be added to it. In addition, for employees returning to regular employment within the **first** two years in receipt of **LTD** benefits, **full service** credit **will** be granted for that period.
2. **Vacation Credit:** The employee will start earning **vacation** credit based on total service credit.
3. **The Company Health and Dental Coverage:** Premiums continue to be maintained by **the** Company.
4. **The Company Pension Plan:** Employee contributions recommence.
5. **The Company Group Life Insurance Plan:** Employee **contributions** recommence.
6. **Sick Leave Entitlement:** Eight days at **100** percent (**100%**) and **15** days at **75** percent (**75%**) pay shall be immediately credited. On the **first** accumulation date, restoration of sick

leave credits will take place based on the total service credit. It is **recognized** that this provision is subject to the provisions of recurring **disability** as defined in **Section 12.2.3**.

7. **Union Dues:** Union dues recommence.

12.2.5 Termination of LTD Benefits

The **LTD** benefit ceases when any of the following events occur:

1. **The** date the individual ceases to be totally disabled or engages in any occupation for wage or profit except as permitted by the **Rehabilitative** Employment Clause.
2. The date the individual reaches age **65**.
3. The date the individual fails unreasonably to furnish proof of the continuance of such total disability, or fails to submit to an **examination** requested by the Plan's medical advisors. At that point all **LTD** benefits will cease and the employee will be terminated.

When an employee does not comply with the above requirements the Union **will** be informed and act as the employee's advocate prior to such termination.

4. The date the individual dies.
5. The date **the** individual receives pension under **the** Company Pension Plan.

12.2.6 Indexation

1. **LTD Benefits:** Individuals who are in receipt of **LTD benefits** will have their **LTD** benefit level indexed by the same amount that pensions are indexed.
2. **Pension Calculation - Base Earnings:** For the purposes of calculating the pension benefit for **LTD** recipients the base earnings at the end of the **qualifying** period will be increased by the amount of the **indexation** increase granted in **1.** above.
3. **Insurance Benefit - Base Earnings:** It is agreed that for purposes of calculating the **group life** insurance benefit for

LTD recipients, the base earnings at the end of the **qualifying** period will be increased by the amount of the **indexation** increase granted in **1.** above.

12.3 Rehabilitation and Re-employment

Rehabilitative employment is an important feature of the Plan which provides an employee with additional **financial** incentive and assistance to **re-enter** the work force. It is **defined** as any employment **within** the Company and remains in effect until the employee is offered regular employment.

If during the disability period, an employee becomes capable of working, the Company **shall** endeavour to provide an (disabled) employee with work he/she is capable of performing. It is **recognized** that an employee must be prepared to attempt rehabilitative employment. **In** the event the employee refuses reasonable rehabilitative or regular employment, he/she shall be **terminated** and forfeit all rights to **LTD benefits**.

During rehabilitative employment, remuneration **will** be prorated based on the hours worked and the hourly rate of the current base rate of the rehabilitative **position**. Employees will continue to receive approved **LTD/Sick** Leave benefits. however, the benefit level **will** be adjusted so that the total of the rehabilitative earnings and these benefits shall not exceed the current base rate of the position occupied prior to disablement.

After the employee has **successfully** completed his/her rehabilitative employment and has been placed in a **regular** job on a continuing **capacity**, he/she will be paid at the normal rate of the job in which he/she has been placed, subject to any applicable retrogression **policy**.

12.4 Workplace Safety and Insurance Board Payments

The **Workplace Safety and Insurance Board (WSIB)** is responsible for administering **the** Workplace Safety and Insurance Act, and payments will be made according to the provisions set out within that Act. Any **future** legislative or regulatory changes may necessitate **further** discussion on the part of both parties.

Pending the decision of the **WSIB** regarding entitlement to awards, an employee's **normal** earnings **will** be maintained at his/her current level of sick leave (**i.e. 100%, 75%, 0%**).

12.5 Supplementary Grant

12.5.1 Definition of Supplementary Grant

The supplementary grant is an amount equal to the difference between the **WSIB** award and the employee's normal earnings **after** income tax deductions.

NOTE

WSIB award for this section excludes permanent impairment awards granted for accident dates prior to January **1, 1990**, Non-Economic Loss Awards or Older Worker Supplements.

The employee's earnings for the purpose of calculating the supplementary grant will include **only** regular scheduled hours for a normal week.

The supplementary grant **will** be such an amount as to maintain the employee's **normal** net pay.

NOTE

Such a grant will not include payments for shift bonus, relief pay, overtime or premium hours or other payments which are not applicable when the employee is absent from and not available for work.

12.5.2 Who Receives the Supplementary Grant

The supplementary **grant will** be made only to probationary and regular employees.

Employees who are receiving **Workplace Safety** and **Insurance Board** benefits for claims or injuries suffered **while** in the employ of an employer other than the Company are required to **notify** the Company of being in receipt of those benefits in order to **qualify** for the supplementary grant. These employees will not be eligible for sick leave while receiving Workplace **Safety** and **Insurance Board** benefits that **qualify** for the supplementary grant.

12.5.3 Responsibility for Payment

The responsibility for payment will be in accordance with The Standard Authorities • Payroll Documents.

12.5.4 Withholding the Grant

The award of the supplementary grant should not be withheld unless there is strong evidence of gross negligence or obvious misconduct on the part of the **injured** employee. The supplementary grant will be withheld if the employee is not co-operating in the Early and Safe Return to Work Process or a Labour Market **Re-entry** Plan or refuses a medically suitable position.

Authority for withholding the grant is vested in directors or **construction** managers in consultation with Human Resources and Compensation and **Benefits**.

12.5.5 Payment While in Receipt of WSIB Award

An employee in receipt of Total Temporary Disability (**TTD**) benefits will receive the supplementary grant for the **entire** period. Upon notification of the amount of the **FEL** award and/or **LOE** award the Company agrees to pay supplementary grant monthly on the **FEL award and/or Loss of Earning (LOE) award** for a **maximum of 24** months. Any workers' compensation payments in excess of the **FEL** award and/or **LOE** award, excluding the Non-Economic Loss (**NEL**) award, shall be considered part of the **FEL** award and/or **LOE** award for purposes of calculating the supplementary grant. Upon request, the employee shall be paid out any outstanding vacation entitlement while payments are being processed.

For employees on rehabilitative employment the total compensation of **FEL** and/or **WSIB** Award plus rehabilitative earnings plus the Company supplementary grant shall not exceed **100%** of the current rate of the **pre-disability** job.

If after **24** months in receipt of supplementary grant and a **FEL** award and/or **LOE** award the employee is still unable to return to work, he/she shall be placed on sick leave. The employee will continue to draw from his/her sick leave **bank** on a daily basis at the rate of half a day if the amount equal to the supplementary grant is equal to, or less than 4 hours, and a full day if the amount equal to the supplementary grant is greater than 4 hours per day. While on approved sick leave, however, the **benefit** level will be adjusted so that the total of any **WSIB** award and the sick leave benefit shall not exceed the employee's current base rate. Upon **expiry** of sick leave, if the employee is still unable to return to work, he/she shall **qualify** for **LTD** less any award, pension entitlement and/or any supplement from the Workplace Safety and Insurance Board (excluding **NEL** award) and/or the Canada Pension Plan.

12.6 Waiver of Posting or Selection

If at any time an individual who is in receipt of **LTD** or Workplace **Safety and Insurance Board benefits** is capable of returning to any further service with the Company or if a medically suitable position becomes available for an employee who is medically restricted while at work or on sick leave, the Company will request, and the Union shall normally grant a waiver of posting or selection after considering all medically restricted employees eligible under the Rehabilitation and **Re-Employment Policy**.

13.0 HEALTH INSURANCE PLANS

13.1 Regular Employees, Pensioners and Regular Employees Receiving Workplace Safety and Insurance Board Payments

Subject to the condition that employees **enroll** their spouse and dependent children, the Company agrees to pay **100 percent (100%)** of the premiums for:

Exception: Regular part-time employees shall be eligible for Health Insurance **Plan** coverage. Such employees will be required to pay costs of premiums (except **OHIP**) based on hours not worked divided by the regular hours of the **classification**. If he/she elects not to pay, coverage **will** not be provided.

- 1. OHIP -** Covers medical and standard ward hospital services.
- 2. Supplementary Plan -** Covers semi-private hospital services.
- 3. Extended Health Benefit Plan -** Coverage details are contained in the current brochure entitled "Extended Health **Benefits for Hydro One Inc.**"
- 4. Group Dental Insurance Plan -** Coverage details are contained in the current brochure entitled "Supplemental Group Dental Benefits for **Hydro One Inc.**"

An employee may voluntarily discontinue coverage in plans **2., 3.** and **4.** Upon reentry, and depending upon the terms of each plan, a waiting period must be satisfied before services will be covered. This would not apply to changes relating to marital/dependents status.

Effective January 1 of each year of the collective agreement, dentist fees will be paid up to the amounts shown in the current ODA Fee Guide.

13.2 Probationary Employees

The Company will pay 100 percent (100%) of all claims and fees for all probationary and regular employees who are covered by the Semi-Private Hospital Accommodation Plan, Extended Health Benefits Plan and Dental Plan. Coverage will commence on the employee's Established Commencement Date and will cease on the employee's termination date.

The Company will pay 100 percent (100%) of OHIP premiums commencing the second month of employment

14.0 PENSION AND INSURANCE

NOTE:

As a result of Re-Opener Negotiations and the subsequent Teplitsky Award dated June 15, 1998 and 2000 Negotiations, several revisions were made to the Ontario Hydro Pension Plan which were incorporated in the Hydro one Inc. Pension Plan.

The changes include:

Notional Account

In consideration for the Rule of 82, changes to indexing, and changes to survivor benefits each as described below, the Notional Account will be eliminated in respect of all members, former members and beneficiaries of the plan and the elimination shall be confirmed by the obtaining of all necessary orders (including an order varying the order of Mr. Justice Trainor dated November 4, 1991).

The union will take, on an expeditious basis, all steps as may be required in order to obtain the necessary orders and will support Hydro in any steps Hydro may be required to take. Each party shall bear its own costs.

Rule of 82

Effective July 1, 2000, any member who on the date of retirement is represented by the Power Workers Union may, on or after the first day of the month in which the sum of the member's age in years and years of continuous employment

is equal to or greater than eighty **two**, receive a pension that is **100** percent of the member's earned pension computed in accordance with the **rules** of the pension **plan**, in particular, rule **6**.

Indexing

Effective on the date the Notional Account is **eliminated**, the plan **shall** be amended, **in** respect of members and former members who immediately **prior** to **termination** of employment were members of the union, to increase pension **benefits** on January 1 of each year by **100** percent of the increase in the Consumer Price Index, up to a maximum of 8 percent per year. In the event that the Increase in the **CPI** exceeds 8 percent, the increase **shall** be **carried** forward to future years. In the event that the **CPI** decreases, the percentage decrease **shall** be **applied** in **determining** subsequent **increases** in pension benefits. A decrease in the **CPI shall** not reduce pension benefits in payment.

Changes to **indexing** as described **in** this section are subject to the condition precedent that the Notional Account **will** be **eliminated** for **all** members and former members and **confirmation** thereof by order as set out above.

In the absence of such an amendment and **elimination** of the **Notional** Account, the pensions of members and former members who **immediately** prior to termination of employment were members of the union **will** be increased by **100** percent of the **increase** in the **CPI** effective January **1, 1999** and January **1, 2000** and the cost of such indexing **shall** be charged to the **Notional** Account in the same was as was done in respect of the increase on January **1, 1998**.

Survivor Benefits

Effective July **1, 2000**, pensions of survivors of members or former members who on the date their employment ceased were members of the union **shall** be based on **66** and **2/3** percent of the member's pension rather than **64** percent of the member's pension.

Contribution Holidays

The parties agree that they **will jointly** approach the Government of Ontario to amend the Power Corporation Act to **permit** the Corporation to take **contribution** holidays **from** **April 1, 1998** to the **earlier** of the date the **collective**

agreement expires or the date subsection 22(4) of the Power Corporation Act is repealed.

14.1 Changes to the Pension Plan

14.1.1 The present **Hydro** One Inc. Plan forms part of this Collective Agreement. The pension portion of the Plan is generally described in the current brochure "Your **Hydro Pension Plan**". **Changes to the plan** affecting employees within the **jurisdiction** of the Union shall be subject to the following:

1. **Subject to 2, Hydro One Inc. shall not make rules which would change employee benefits unless** upon mutual consent.
2. In the event of the enactment of any **general** pension legislation applicable to the employees of **Hydro One** Inc., amongst others, **Hydro** One Inc. may, after notification to the Union, effect amendment of the **Hydro One** Inc. Plan provided that the **combination** of benefits resulting from the **Hydro** One Inc. Plan as so amended and such legislation will not be less in the aggregate than the benefits now provided.

14.1.2 Pension items **will** be submitted at the time that regular amendments to the Collective Agreement are submitted and **will** be negotiated at the time of regular **bargaining**.

14.2 Pension Plan

14.2.1 The interest rate on contributions returned to terminated employees will be calculated as set out in the **Hydro** One Inc. Pension Plan.

14.2.2 Integration with Other Benefits: Pension disability to be discontinued upon implementation of **LTD** Plan. Those presently on pension disability to continue under the **existing** provisions.

14.2.3 In recognition of proposed benefit improvements the Union agrees that the value of any EI rebate shall accrue to **Hydro one Inc.**

14.2.4 Early Retirement - Without Discount

1. **Effective January 1, 1981 employees with the following** age/service combinations may retire early with no loss of accrued benefits:
 - Age **60** or over with **25** years' service.
 - Age **59** or over with **26** years' service.
 - Age **58** or over with **27** years' service.
 - Age **57** or over with **28** years' service.
2. Employees may retire without discount when their age and years of continuous service equals **82** or more.
3. Employees who do not **qualify** for an **unreduced** early retirement pension under **14.2.4(1.)** or **14.2.4(2.)** may retire without discount after completing **35** years of continuous service.

Early Retirement Discounts

Table 1		Table 2		Table 3	
All employees with 25 or more years' continuous service (except females hired prior to 1976)		All employees with 15 or more but less than 25 years' continuous service (except females hired prior to 1976)		Female employees hired prior to 1976 with 15 or more years' continuous service	
Age	Percent Discount	Age	Percent Discount	Age	Percent Discount
55	15	55	25	50	25
56	12	56	22	51	22
57	9	57	19	52	19
58	6	58	16	53	16
59	3	59	13	54	13
60	0	60	10	55	10
61	0	61	8	56	8
62	0	62	6	57	6
63	0	63	4	58	4
64	0	64	2	59	2
65	Normal Retirement	65	Normal Retirement	60-65	Normal Retirement

NOTE

The above factors apply to employees who do not otherwise **qualify** for undiscounted early retirement pension.

14.2.5 Early Retirement- With Discount

1. The early retirement **discount** factors shown in Table 1 are for employees with **25** or more years' continuous service (except females hired before **1976**) who do not **qualify** for undiscounted early retirement pension.
2. All employees who terminate and vest their pension **will** be entitled to **the** same early retirement discount as set out under **1.** above provided they had completed **25** years' continuous service by the date of their termination.
3. The early retirement discount factors shown in Table 2 apply to all employees who have **15** or more but less than **25** years' continuous service, except females hired before **1976**.
4. The early **retirement** discount factors shown in Table 3 apply to all female employees **hired** before **1976** who have **15** or more years' continuous **service** and do not qualify for an undiscounted pension.

14.2.6 Transfer of Pension Credits Between Reciprocal Employers and Hydro One Inc.

Providing the reciprocal employers agree, the pension credits may be transferred to and from the reciprocal employer and **Hydro One Inc.** if the affected employees have **fully** vested **their** pension **credits** with the former employer and were hired by **Hydro One Inc./reciprocal** employer within three months of the termination date. **This** provision allows retroactive application.

14.3 Group Life Insurance

- 14.3.1** At the time permanent wage adjustments to base annual earnings (as **defined** in the insurance plan) are implemented, adjustments will also be made in insurance coverage as follows:
1. If the change is effective on or between the **first** calendar and the **first** fiscal day of the month, **eligibility** is established for the given month.

2. If the change is effective on any other day of the month, **eligibility** is established for the next month.

14.3.2 Life insurance coverage of \$20,000.00 will be provided for employees who are required to work or travel in helicopters or aircraft. This coverage shall be in addition to the Group Life Insurance Plan.

14.3.3 Spousal Life Insurance

Effective July 1, 1994, eligibility under the Spousal Life Insurance Program in place as of April 1, 1994 will be extended to PWU represented employees.

15.0 RETIREMENT

15.1 Bonus and Outstanding Vacation Payments on Retirement

1. **An employee who has completed 10 years of continuous employment, shall be given, on retirement, a cash bonus equal to one month's pay. (In the case of a regular part-time employee, the one month's pay will be pro-rated as per Part A, Item 1.2.2.)**
2. **The employee on retirement shall also be given a cash payment for any outstanding vacation credits. The cash payment will be on the same basis as outlined in Part 'A', Section 6.6 - Vacation Payment on Termination.**
3. **If required by the Company to postpone his/her vacation for the year immediately prior to retirement, he/she shall receive a cash payment for that period. No payment shall be made for unused vacation for any other years.**

15.2 Retirement While Ill

An employee who falls ill and is not able to return to work prior to the approved normal or early retirement date, shall, subject to approval by the Chief Physician, continue to be carried on the payroll as follows:

15.2.1 Sick Leave Grant Extends to or Beyond Retirement Date

If the sick leave grant carries the employee to or beyond the approved retirement date, the employee shall be retired upon being declared fit to return to work, or upon expiration of the sick leave grant,

whichever comes **first**. The employee shall be given a cash payment in lieu of any **outstanding** vacation **entitlement** up to **normal** retirement date [see Subsection **15.1(2.) preceding**], **plus** a bonus of one month% pay [if applicable, see Subsection **15.1(1.)**].

15.2.2 Vacation Credit and Bonus Extends to or Beyond Retirement Date

If the sick leave grant expires prior to the approved retirement date, but part or all of the **outstanding** vacation credit (Part 'A'. Section **6.6** - Vacation Payment on Termination) and bonus of one month's pay [if applicable, see Subsection **15.1(1.) preceding**] carries to or beyond the approved retirement date, the employee shall be given a **cash** payment in lieu of any unused portion of:

The vacation **credit accumulated** up to the **expiry** of the sick leave: and/or

2. The month's bonus.

15.2.3 Sick Leave Grant, Vacation Credit and Bonus Expires Before Retirement Date

If the sick leave grant together with any outstanding vacation credit and month's bonus [where applicable, see the **preceding Subsection 15.1(1.)**] does not **carry** to the approved date, the case shall be referred to the Director of **Health** and Safety for a **determination** of the employee's eligibility for LTD.

15.2.4 Unused Vacation Credit for Preceding Year

An employee on sick leave grant **which** extends over the **beginning** of a calendar year may be allowed credit for any unused **vacation** for the **preceding** year, subject to the approval of **the** director, or **official** of equivalent or higher status with the **concurrence** of the Director of Health and Safety.

16.0 REDUCED HOURS OF WORK FOR EMPLOYEES WHOSE NORMAL HOURS OF WORK ARE 40 PER WEEK

Effective April **1, 1994**, the base work week for **39.5** hour per **week** employees was reduced to **39.0** hours per week.

1. The normal scheduled and **paid hours** of **work will remain** at **40** per week.

2. Overtime rates will be paid for all **hours in excess** of normal scheduled hours.
3. This banked time may be taken on such days as the employee and his/her supervisor mutually agree upon following reasonable advance notice on the part of the employee.
4. Banked time may be taken off in a minimum of half-day (i.e., four-hour) increments.
5. Banked time accumulated in a calendar year must be taken **by April 30** of the following year.
6. Where the employee is unable to reach mutual agreement with his/her supervisor to take his/her banked **time** entitlement (except when exhausting sick leave prior to **LTD** as noted in Part 'A'. Item **12.2.1**), unused banked time entitlement will be assigned on the last working day(s) prior to **April 30**.
7. Where an employee falls sick on his/her scheduled banked time off, that day will not be charged against his/her sick leave credits, but shall be treated as banked time off for pay purposes.
8. Banked time will not accumulate for any period of unpaid leave exceeding **40** consecutive scheduled hours. Scheduled days off **will** not be considered as breaking the consecutive nature of scheduled hours. Banked time will accumulate during a paid leave of absence and Pregnancy / Adoptive / Parental Leave.
9. When an employee terminates or when an employee is **reclassified** to a job where the normal hours of work are less than **40** hours per week, unused banked **time** will be paid off at straight time rates.

16.1 Alternate Hours of Work Arrangements

In the interests of promoting **organization** effectiveness whilst meeting the needs of employees, the local chief steward and the appropriate management designate may agree to Hours of Work Arrangements for a work group or crew other than the normal scheduled hours/days for purposes of using up banked hours only. Either party with reasonable notice may cancel or request a change to **the** hours of

work arrangement. Where banking of time is the agreed upon arrangement, the provisions of **16.2** will apply.

The following **organization** effectiveness criteria will be considered to determine which hours of work **arrangement** including banking time is appropriate.

- (i) Where possible, hours should be arranged to allow more flexibility for employees
- (ii) Productivity levels overall will be maintained
- (iii) Cost effectiveness e.g. impact on overtime, staff levels
- (iv) Requirement for job coverage
- (v) Effective work flow and interface among work units
- (vi) **Level** of service to external and internal customers

16.2 Where an alternate hours of work arrangement has not been agreed to in **16.1**, the employees will continue to work **40** hours per week, **banking** one hour per week at straight time subject to the following:

1. The normal scheduled and paid hours of work will remain at **40** per week.
2. Overtime rates **will** be paid for all hours **in** excess of normal scheduled hours.
3. Bearing in mind **organization** effectiveness and with reasonable advance **notice** on the part of the employee, **this** banked time may be taken on such days as the employee and his/her supervisor mutually agree. Banked **time** must be taken by April **30th** of the following year.
4. Banked time for shift workers shall be rescheduled as part of the time balanced schedule. Should the parties affected by a particular schedule mutually agree otherwise, the banked days may be scheduled outside the shift schedule.
5. Banked time may be taken off in a minimum of half day (i.e. four hour) increments. By mutual agreement fewer hours may be taken off to accommodate abnormal situations.

6. Banked time will be calculated on a calendar basis. At that time bank **time** credits will be calculated and adjusted accordingly. Note: This represents a change in the period used for calculating banked time (i.e. **from** April 1 - Mar **31**). Employees will not earn more or lose time as a result of this transition.
7. Where the employee is unable to reach mutual agreement with his/her supervisor to take his/her banked time entitlement (except when exhausting sick leave prior to **LTD** as noted in Part 'A'. Item **12.2.1**), unused banked time entitlement will be assigned on the last working day(s) prior to April **30**.
8. Where an employee falls sick on his/her scheduled banked time off, that day will not be charged against his/her sick leave credits, but shall be treated as banked time off for pay purposes.
9. Banked time will not accumulate for any period of unpaid leave exceeding **40** consecutive scheduled hours. Scheduled days off will not be considered as breaking the consecutive nature of scheduled hours. Banked time will accumulate during a paid leave of absence, and pregnancy leave and parental leave.
10. When an employee terminates or when an employee is reclassified to a job where the normal hours of work are less than **40** hours per week, unused banked time will be paid off at straight time rates.
11. Within the calendar year, banked time may be taken off prior to it being earned. If an employee leaves a banked time arrangement having taken more time than time earned, the employee will pay back the unearned amount by one of the following methods:
 - i) **vacation** or floating holidays, **and** where applicable statutory holiday credit:
 - ii) payroll deduction - the employee may be required to provide written authorisation for payroll deduction.

17.0 PAYMENT FOR ALLOWANCES

17.1 Temporary Instruction

17.1.1 Daily Allowance

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

Instructors assigned beyond thirty consecutive working days will be compensated at the regular Raining Technician rate (Grade **65**, Step **3**), or **6%** more than the individuals normal base rate whichever is greater.

Temporary Instructor requirements anticipated to exceed **five** months in duration but not greater than eighteen months shall be posted as Temporary Instructor vacancies (**as per Article 10**). Compensation will be at the regular **Training** Technician rate (Grade **65**, Step **3**), or **6%** more than the individuals normal base rate whichever is greater.

These **training** delivery opportunities will be distributed as equitably as possible based on the skills necessary to carry out the **training**.

Employees so appointed who are required to give instruction outside of normal working hours shall be paid for this time at the appropriate premium rate in addition to the **allowance/rate**.

This allowance would not apply to:

- **preparing and/or** presenting a segment of his/her routine safety meeting
- on the job **training** given by an employee
- those employees whose normal duties include instruction
- any supervisor who is not removed from his/her normal **duties** and who receives greater than 5 percent more than those he/she supervises
- normal journeyman to apprentice relationships
- the **evaluation** of performance on a **specific** training project as in the Electrical Maintenance **Training** Program.

17.1.2 Weekly Allowance

Those employees who **are** appointed to instruct **OITs along** with their regular **duties shall receive \$30.00** per week bonus which is in **compensation** for the **instruction** and preparation of instruction material and for evaluating the performance and progress of the **OIT** on a continuing basis of at least one weeks duration.

Employees so appointed who are required to give instruction outside of normal working hours shall be paid for this time at the appropriate premium rate in addition to the allowance **specified** above.

This allowance does not apply to:

- on the job training given by an employee
- employees whose normal duties include instruction.

17.2 Part B Employees (Maintenance Trades)

17.2.1 Apprentices Attending School

Where an apprentice is required to attend a trades school in order to **qualify** as a tradesperson, or where it is clearly in the Company's interest to have the **apprentice** attend such a school, the apprentice will be granted a living allowance equivalent to **75 percent (75%)** of his/her normal earnings in addition to any government grant, while attending a vocational or trades school under the **Apprenticeship** Act.

17.2.2 Field Allowance

A **field** allowance of **\$25.00** per overnight stay will apply to all employees when working from bush camps or in northern **communities in the** Northeast and Northwest served by local diesel **generation**.

17.3 Part D Employees (Weekly Salaried)

17.3.1 Frontier Allowance

Regular weekly-salaried employees involved in construction who are absent **from** their headquarters for a period in excess of three consecutive weeks performing engineering and survey work in isolated locations in **the** Northeast **and** Northwest shall be entitled to a special 'Frontier' Allowance of **\$5.00** per week for the full period worked.

17.3.2 Remote Northern Communities

An allowance of **\$25.00** per overnight stay will apply to all regular employees in 'Protection and Control' when working in northern communities in the Northeast and Northwest served by local diesel generation.

18.0 HEADQUARTERS

18.1 General

Two classes of headquarters are established by the Company: work headquarters and residence headquarters.

18.2 Definitions

Work Headquarters - Regular: That location to which the employee normally reports in order to receive his/her daily work assignment or to perform his/her regular **duties**.

Work Headquarters - Temporary: The centre **from** which an employee is directed to work when carrying out all or part of his/her duties away from his/her regular work headquarters.

Residence Headquarters: The residence headquarters is that location within which or adjacent to which he/she is expected to reside or is assumed by the Company to reside for purposes of payment of allowances.

NOTE

The residence headquarters may or may not be the same location as the work headquarters.

Householder: Householder **is** defined as a person who maintains a complete dwelling.

18.3 Establishment of Headquarters

18.3.1 Work Headquarters

The Company may, at its discretion, establish work headquarters in **any** location for effective administration.

Notice Period - Overnight Absence at Temporary Work Headquarter@: In the event an employee is assigned to temporary work headquarters and overnight absence is required, three days'

notice **will** be given. Notice will not be required where emergent conditions exist.

Penalty: Failure to provide notice as above **will** require payment of **premium**⁴ rates for work performed from the temporary work headquarters until the notice period has expired. This provision does not apply to travelling crews.

18.3.2 Residence Headquarters

The establishment of residence headquarters will be dependent upon the presence of adequate living facilities at that location.

Residence headquarters for employees with no spouse or dependents may be any location where there are boarding facilities either Company or privately owned.

Residence headquarters for employees with a spouse and/or dependents may be any location where there is housing accommodation whether it be Company or privately owned.

NOTE

Such accommodation must be one at which it is reasonable for the employee to reside.

Establishment of New Residence Headquarters: When a residence headquarters is established in a location which was not previously so designated, the human resources manager shall advise Labour Relations who, in turn, shall advise the Union.

NOTE

The Union need not be advised on individual moves from one established residence headquarters to another.

18.4 Change of Headquarters Upon Transfer

18.4.1 Advice of Headquarters

An employee **shall** be advised, when **employed** or transferred, of **the** location of his/her residence and work headquarters.

⁴ Time and one-half for four hours, double time for next four hours.

18.4.2 Notice of Transfer

When employees with more than one months service are transferred and a change of residence headquarters is involved, a **minimum** of one month's written **notice** shall be given. This shall not apply **in** the case of an employee being transferred as a result of an advertised vacancy or as a result of the **Worksite** Redeployment clause of Article 11.0.

18.4.3 Duration Of Stay in New Residence Headquarters

Householder: A change in residence headquarters will not be made for a householder unless it would appear that he/she will be located at the new residence headquarters for a period of at least six months.

Living in Trailers: For those employees **living** in household trailers, moves for lesser periods than **six** months may be **authorized** at the discretion of the division or **region** concerned, bearing **in mind** the distance and economics involved.

19.0 TRAVELLING TIME OUTSIDE NORMAL WORKING HOURS

When a supervisor directs employees to travel between one work centre and another work centre, they shall **be entitled in** any calendar day to payment for travelling at the appropriate premium rate in accordance with conditions governing overtime up to a maximum of the number of hours which constitute a normal work day subject to the following:

1. Overtime will be paid when employees are required to drive a Company vehicle outside normal working hours unless being used exclusively for their own personal transportation.
2. When travelling by **public** transportation, travelling **time** shall be considered to include waiting periods beyond the employee's control up to a maximum of **five** hours: both **preceding**, during and subsequent to the travelling period, but excluding meal periods (one hour each) occurring during the waiting period.
3. When a berth or overnight **accommodation** is allowed and available, compensation shall not be made between **2300** hours and **0800** hours, nor shall the time spent for noon and evening meals (one hour each) be subject to compensation.
4. Normally **selection** interviews are conducted during employee's normal working hours. However, where it is

unavoidable, and an interview is scheduled outside an employee's normal working hours, additional payment will be made at straight **time** for each hour spent in interviewing or travelling up to a maximum of a normal day's basic pay for each day **involved**.

5. No compensation for travelling time outside the normal working hours shall be made **in** the following circumstances:
 - (a) For the first three hours travelling time each way when directed by his/her supervisor to attend a **training** course away from his/her normal work headquarters for five days or more. Payment for periods beyond the **first** three hours will be at **straight** time rates up to maximum of a normal day's basic pay.
 - (b) For attendance at conventions (except where It is part of the employee's normal **function**).
 - (c) When a change of residence headquarters and related transfer is involved, the employee will normally travel during normal working hours without any loss of base pay. If the employee is required to travel on a regular day off, payment for **travelling** time **will** be made at straight **time** up to a maximum of the number of hours which constitute a normal work day.
 - (d) On periodic return to residence headquarters resulting from a permanent transfer, as outlined in Section **23.12**.
 - (e) For a new employee reporting to some administrative centre or station for **instruction** or training before reporting for work at his/her new location.
6. Where the Company normally provides transportation facilities between residence headquarters and work headquarters for normal dally hours an employee required to work extension **overtime** will be provided free transportation to the residence headquarters.

NOTE

Equivalent **time off** without pay may be granted on the basis of an hour off for each

hour spent **travelling** provided the workload permits.

20.0 COMPENSATION AT TEMPORARY HEADQUARTERS

20.1 Travel Outside of Residence Headquarters

When employees are directed to work at a temporary work headquarters which is outside of their residence headquarters, **and** when such headquarters is within a reasonable distance of their residence headquarters, the employee may wish to commute daily rather than remain at the temporary work headquarters. When commuting is mutually agreeable, the employee may claim a daily travel expense on the following basis:

1. Where the temporary work headquarters is less than **40** road kilometres from the regular work headquarters: - **\$13.00.**
2. Where the temporary work headquarters is **40** road kilometres but less than **56** road kilometres from the regular work headquarters: - **\$15.00.**
3. Where the temporary work headquarters is **56** road kilometres but less than **80** road kilometres **from** the regular work headquarters: - **\$20.00.**
4. Where the temporary work headquarters is **80** road kilometres but less than **105** road kilometres **from** the regular work headquarters: - **\$26.00.**
5. Where the **temporary** work headquarters is **105** road kilometres or more **from** the regular work headquarters: - **\$31.00.**

The daily travel expense shall apply only when it is in the Company's and the employee's interest to continue residing at home during such temporary changes in headquarters. Under these circumstances, employees are required to be at their temporary work headquarters at normal starting time and remain until normal quitting time.

In addition to this daily travel expense, the employee shall be:

1. **Paid** for time spent travelling on the **first** trip when the work headquarters is changed and the last **trip** when he/she returns to his/her regular work headquarters.

2. Entitled once every two weeks to payment for actual time spent travelling at straight time up to a maximum of three hours each way between temporary headquarters and regular work headquarters.

While an employee is in receipt of **benefits** under Section **20.1**, he/she will not be **entitled** to any of the provisions as set forth in **20.3**.

20.2 Travel - Compensation when assigned to Temporary Work Headquarters - Outside Residence Headquarters

It is often necessary for Company employees including those on transfer to work at temporary work headquarters which are at points distant from their residence headquarters.

Having due regard to the nature, importance, and length of the job and when practicable, the Company shall, within reasonable limits, reimburse the employee for expenses incurred in returning to his/her residence headquarters once each week. If an employee chooses to remain at the temporary work headquarters, the Company will pay the lesser of the cost of meals and accommodation or the cost of the return trip to his/her regular work headquarters.

20.3 Return to Residence Headquarters When Transferred to a Temporary Work Headquarters

Entitlement will be for the duration **of the** transfer (subject to postponement as **per 20.6.2** below).

All travel time associated with return to regular headquarters will be outside the employee's scheduled hours of work. The employee will be entitled to payment for actual time spent travelling at straight time to a **maximum** of eight hours each way.

20.4 Assignments to Training Courses

Employees assigned to temporary work headquarters for training courses of **five** days or more will be compensated for expenses incurred in returning to his/her residence headquarters once each week.

No compensation shall be made for the first three hours of travelling time each way. Payment for periods beyond the **first three hours will** be at straight time rates up to a maximum of a normal **day's** basic pay.

20.5 Expenses – Outside Residence Headquarters

The Company shall assume, within reasonable limits, the cost associated with meals, travel and lodging while an employee is assigned to a temporary headquarters. Where possible, single room accommodation will be provided.

Board and lodging shall be supplied without charge if the employee is living in Company-operated quarters.

When employees are required to work away from their normal headquarters for three consecutive days or more in a week, they shall be **entitled** to claim **\$20.00 in** compensation for laundry and long distance telephone calls home.

20.6 Qualifications to Above Policy

The return trips mentioned in Section **20.3**, will be granted **subject** to the following conditions:

20.6.1 Scheduling of Trips

Return trips to residence headquarters shall be made at times when service or apparatus will not be **jeopardized** thereby except in case of emergency such as **illness** in the **family** or other matters highly important to an employee.

The Company will schedule the trip to meet the needs of the **majority** concerned or by mutual agreement where the work of some employees is dependent on the assistance or presence of other employees.

20.6.2 Postponement of Return to Residence Headquarters

If, at the end of a week, when a return to residence headquarters would normally take place, it appears that the job will be completed on or before Wednesday of the following week, the return trip may be postponed until the job has been completed. If work is not planned on the weekend, the employee will have the **option** of **remaining** at the temporary headquarters or claiming the equivalent cost of staying at the temporary work headquarters and make his/her own arrangements.

20.6.3 Use of company vehicles

The round trip to residence headquarters must be made within the scheduled non-working period. It must be made in a Company vehicle whenever the services of a suitable vehicle are **available**.

When a suitable Company vehicle is available, employees who do not avail themselves of **these** facilities will not be reimbursed for transportation expenses. Those who remain at the temporary work headquarters will be treated as if they were at residence headquarters.

When transportation by Company vehicle is not provided, the equivalent of public transportation costs or the standard kilometre allowance, whichever is lesser, will be **authorized** by his/her supervisor for an employee who chooses to use his/her own car instead of public transportation for himself/herself alone or for carrying other employees as passengers.

20.6.4 Isolated Locations

In special cases when a temporary work headquarters is remote from public transportation, employees will be allowed to accumulate or "bank" overtime at straight time rates to a **maximum** of 40 hours in order to have extra time away from the job. Such permission shall only be granted when the majority of the affected employees agree.

NOTE

Each special case is subject to agreement between the PWU Executive Committee and Labour Relations.

20.7 Alternative to Return to Residence Headquarters

The Company will consider paying travelling costs up to a maximum of the costs to residence headquarters when an employee wishes to go to some other **location** for personal reasons such as to join **his/her** family who are **vacationing**.

20.8 Travel Inside Residence Headquarters

When employees are directed to report for work at normal starting time at a temporary work headquarters which is **within** their residence headquarters, they will be paid a daily travel expense equivalent to the return road kilometres between the temporary work headquarters and the regular work headquarters, computed at the current standard kilometre rate. This travel expense will be paid each day the employee works at the temporary work headquarters. In addition to this **daily** travel expense, the employee shall be paid for time spent travelling on the **first** trip when the work headquarters is changed and the last trip when he/she returns to his/her regular work headquarters.

20.9 When employees are directed to work at a temporary work headquarters as in Section **20.1** or **20.8** and the Company provides a vehicle for daily transportation, the above daily travel expenses shall be reduced by **50 percent (50%)**.

21.0 METROPOLITAN TORONTO BOUNDARIES

For purposes of payment of travelling allowances the boundaries of **Metropolitan** Toronto, for Company purposes, shall conform to the Toronto metropolitan area boundaries as **recognized** by the **municipalities** constituting **Metropolitan** Toronto.

NOTE

This does not affect other special settlements relative to moving allowance, meals, etc.. presently in effect within the metropolitan area of Toronto.

22.0 KILOMETRE RATES

Kilometre rates paid to employees using their automobiles on Company business shall be as follows:

1. The rate paid per kilometre is related to changes in the Private Transportation Index component of the Consumer Price Index of Canada.
2. The rate of **.40 cents per kilometre** will take effect on **June 1, 2000**.
3. Future increases of one cent per kilometre will occur with each additional ten percent (**10%**) point increase from the base **figure of 3 1.5 (1992 CPI = 100)** in accordance with the formula **described** in a letter of agreement between The Company and the Union dated May **25, 1983**.
4. Conversion factor is **1 mile = 1.6 km**.
5. A decline in the index below the level of a previously surpassed trigger point for two or more consecutive months will result in a reduction **in** the paid rate to the appropriate amount.
6. The effective date for any new kilometre rate triggered by this indexing formula **will** be the **first** of the month following the month in which the index is published.

7. The additional payment for hauling household trailers will be nine cents per kilometre. The payment for hauling smaller trailers (camper, **ski-doo**, boat, etc.) will be three cents per kilometre.
8. The above rates **will** apply on a province-wide basis.

As a condition of employment, the Company does not require anyone to own a car. When transportation is required, the employee may, with the Company's approval elect to use his/her own car at the approved kilometre rate but if he/she does not elect to use his/her own car or if he/she does not own a car, the Company will, if necessary, provide alternative transportation appropriate to the occasion. However, ownership of an appropriate driver's license may be a condition of employment in some situations.

23.0 TRANSPORTATION AND MOVING EXPENSES

23.1 General

Method of Transportation: The method of transportation and all expenses chargeable to the Company in moves of employees are subject to the control and approval of the Company.

Packing and Shipping Furniture: In view of the Company's **willingness** to pay for packing furniture, as **well** as transportation, employees usually **will** not be allowed time or travelling expenses to return **from** point of work in order to look after packing and shipping of furniture, subject to Subsection **23.5**, Time Off For Move.

23.2 Notice of Transfer

Refer to Section **18.4.2**.

23.3 Transfer Of Temporary Employees

The Company will only pay *necessary* travelling expenses of temporary employees when they are moved from one location to another at the Company's request.

NOTE

The transportation of families and/or furniture of such employees **will** not be paid.

23.4 Appointment of New Probationary Employees

A new employee hired for a regular position in a location other than the point of hire will not ordinarily be recompensed for moving expenses.

NOTE

In **exceptional** cases, as part of the employment **agreement**, a director may pay all or part of the moving expenses of the employee and household to the location where the employee will be employed.

This rule applies to a new operator-in-training or a new apprentice who is being assigned to the **first** location.

NOTE

Costs of transporting the family of an **operator-in-training** or of an **apprentice** to a new location during the **training** period **will** be paid, but costs of **moving** the household effects of an **operator-in-training** or of an apprentice who is a householder will only be paid when they have **attained** two years' service or on the **final** move to a regular position.

23.5 Transfer of Regular Employees

The following **instructions** will apply to all regular employees subject to the following limitations: An **operator-in-training** will be eligible **when** progressing satisfactorily with the **training** course, after the attainment of two years' **service**. Apprentices will be eligible upon **successful** completion of the learner stage of their development, i.e., when they become improvers. In the case of regular part-time **positions**, expenses for employees **will** be pro-rated based on the hours of the position into which they are **moving** except for moves governed by Article **11.20** in which case Part A, Item **23.0** applies in whole.

Householders: When the residence headquarters of a regular employee, who is a householder, is changed and the employee's work headquarters is moved **15** km further from his/her home and such employee has moved his/her household at least **15** km closer to his/her new work headquarters, the Company will pay the cost **of:**

NOTE

A householder is defined **as a person who** maintains a complete dwelling.

1. Transporting the employee and family.
2. The packing, freight or truck charges on household effects, among which will be included boats and second automobiles which are part of the personal effects of the employee.

NOTE

Items of this kind which are used for business farming or commercial purposes, as well as large boats such as houseboats which would require special transportation would not be included in moving expenses paid by the Company.

3. The cost of board and lodging for the employee's **family** while furniture is in transit.

Board and Lodging: The Company will also pay the expenses or board **and** lodging allowance for the employee as applicable under Part 'A', Section **23.15**.

Part '**D**', Job/Field Clerks: Moving expenses will only be paid when there is a minimum of six months' work available at an established work headquarters or on a 'special project for these employees who are householders.

NOTE

For regular employees **living in** household trailers, moves for lesser periods of time than six months may be **authorized** by the department head or construction manager concerned. In this connection the distances and **economics** must be carefully considered.

Incidental Out-of-Pocket Moving Expenses: Employees may claim a **\$4,500** allowance for miscellaneous **out-of-pocket** expenses required by the move. The requirement for supporting receipts and taxability of the allowance will be governed by Accounting Service Procedures.

Lease Termination: The Company **will** pay up to the maximum of two months rent towards the actual cost in terminating a lease.

Time off **for Move:** If regular employees who are householders are required to move their household to new residence headquarters on a regular scheduled day of work, they shall be granted one day off with pay to assist in the move.

NOTE

Extension of this time off with pay will be at the discretion of the director concerned.

Non-householdem: When the residence headquarters of a regular employee who is a non-householder is changed, the cost of transporting **the** employee will be paid. A director, at his/her discretion, may **authorize** actual moving expenses to a **maximum** of **\$500.00** or a lump sum payment of **\$500.00** towards the cost of moving **personal** effects, including furniture. No reimbursement will be made for Incidental out-of-pocket expenses.

NOTE

This section does not apply to operators-in-training nor to indentured apprentices with less than two years' service.

Kilometre: All employees described under the Householders and Non-householders sections may be allowed the regular kilometre rate for driving the employee's car to the new location provided that such cost is not more than it would otherwise cost for transportation of the employee's family and for freight on shipment of the automobile.

NOTE

When the Company considers a preliminary trip to the new location is necessary for interview or for the employee to seek a house, the time, board and lodging and travelling expenses of the employee may be paid.

Legal and Real **Estate Brokerage** Fess: In addition to the provisions of the Householders and Kilometre sections, with the exception of employees and circumstances **listed** in **Exceptions** subsection below, regular employees who are householders, required by the Company to move their principal residence, shall be **entitled** to the following:

1. The Company will reimburse the employee up to **\$3,500.00** for legal fees and disbursements actually incurred in selling the old residence and/or buying the new principal residence.

(legal fees will be in accordance with a standard **recognized** scale and could include such items as land transfer tax, survey and legal fees associated with arranging or discharging a first mortgage and mortgage appraisal fees).

2. The Company will reimburse the employee for standard brokerage fees up to **\$11,500.00** related to the sale of the old principal residence.
3. To **qualify** for payment of expenses involved in purchasing a new residence, the employee must give written notice at the time of his/her transfer that he/she intends to buy a residence.
4. If an employee sells a **mobile** home [i.e., a trailer designed and used exclusively as a residence which exceeds **2.6** metres (**8.5** feet) in width or **10.67** metres (**35** feet) in length], he/she is considered to have sold his/her residence.
5. When an employee's actual cost exceeds the maximum **allowed** in either 1 or 2 above the employee may **utilize** any surplus in the other item up to the **maximum** of **\$15,000**.

Exceptions: Any transaction which is not commenced **within** one year of the date of the employee's transfer. Extension of **this** time period shall be at the discretion of a director.

Moves resulting from a demotion for cause.

23.6 Housing Assistance Plan

Eligibility for the Housing Assistance Plan is conditional on the employee abiding by all the requirements of the Housing Assistance Plan as listed below:

23.6.1 Application

23.6.1.1 The housing assistance plan applies to **regular** employees eligible under Item **23.5** who are subject to a forced transfer or who have received a written declaration that they are surplus.

23.6.1.2 The provisions of this policy are only applicable to the principal residence of the employee, but do not cover other commercial (Income producing) properties, cottages which are not the principal residence, farms, commercial real estate holdings, tenanted properties (e.g. duplex or triplex),

mobile homes on leased land, or residences with urea formaldehyde foam insulation (**UFFI**) or properties as **defined** in Item **23.6.1.3**.

23.6.1.3 It will be the prerogative of the Company to reject an employee's application for Housing **Assistance** if the property is not an acceptable risk, with free and clear **title**.

23.6.2 Purchase Guarantee

23.6.2.1 The Company will **provide** a purchase guarantee based on an appraisal of the property's current worth by a group of up to three appraisers, to be selected by mutual agreement between Corporate **Real Estate** and the employee. **The** appraisals **will** be done at a **time** that is convenient to the employee and his/her family. Individual **appraisals** provided to the Company by the **realtors/appraisers will** not be disclosed to ensure objectivity for current and future **appraisals**.

23.6.2.2 The Company will not request appraisals until the employee **is** ready to **list** his or her house in the marketplace, providing this is within one year of the employee's transfer to the new work location, and the employee is prepared to abide by Subsection **23.6.2.4** and Subsection **23.6.3.1**.

23.6.2.3 The employee must accept or reject the Company's Purchase Guarantee **within five** working days of its receipt. If the employee rejects the Purchase Guarantee, the Company has no further responsibility with regard to Housing Assistance or the Purchase Guarantee, however, the employee will still be entitled to the other **relocation** assistance benefits **including 23.6.5.3**.

23.6.2.4 If the employee wishes to participate in the Housing Assistance Plan, the employee must not list the property for sale until the **Purchase** Guarantee has been accepted.

23.6.3 Listing of Property

23.6.3.1 If an employee chooses to participate in the Housing **Assistance** Plan, by accepting the Purchase Guarantee, the employee will **immediately list** the property for **90** days on MIS (where such service is available) at a price not exceeding **107%** of the guaranteed price.

23.6.3.2 Under the Housing Assistance Plan, the Company purchases an employee's principal residence in the former location at market value, **if** the employee is unable to sell it within **90** days. The house may be purchased by or turned over to the Company after **30** days if the house is vacant and the employee agrees with this **action**. The employee must put **in** writing that no **real** estate fees **will** be paid If the property is purchased by the Company.

23.6.3.3 The employee will retain the right to sell to a third party until such time as the property is purchased by or turned over to the Company for resale.

23.6.3.4 In order to assist the employee to dispose of the property expeditiously and at a fair market value, the employee must **notify** the Employee Relocation Administrator of all offers to purchase during the **listing** period. The Company may ask the employee to accept an offer which is lower than the Purchase Guarantee, whereupon the employee will be compensated for the **difference** between the Company's Purchase Guarantee and the amount of the offer. The employee's acceptance of any offer less than the Company's Purchase Guarantee is not mandatory and the employee will retain control of the sale of the residence throughout the listing period. All offers to purchase will be held in confidence by the Employee Relocation Administrator.

23.6.4 Sale of Property by the Company

23.6.4.1 The employee must be prepared to sign power of attorney **authorizing** the Company to sell property on the employee's behalf on the first day following the **90** day listing period. If the employee will be unable to vacate the premises at that time, the Employee Relocation Administrator must be notified.

23.6.4.2 The Company will pay to the employee the difference between the **value** of the property to the Company (Purchase Guarantee) and all existing encumbrances, **including** the advance of equity when the house is turned over to the Company or at the end of the **90** day listing period, whichever comes **first**.

23.6.4.3 When an employee applies for assistance under this procedure, he or she must declare under oath, if required by the Company, all encumbrances of any nature or kind

whatsoever, including executions, chattel mortgages, and **notices** of conditional sales contracts which the employee is obliged to pay.

23.6.4.4 In consideration of the payment to the employee of the amount established in Subsection **23.6.4.2**, the employee **will** complete a deed of sale of the property, conveying the same by good and marketable **title**, but **subject** to all **existing** encumbrances. to the Company or its nominee.

23.6.5 Advance of Equity

23.6.5.1 In order to provide the employee with funds for a deposit or down payment on a residence at the new location, an advance of up to **100%** of the employee's equity (Purchase Guarantee **minus encumbrances**) in the employee's principal residence at the former **location** may be loaned to the employee by the Company.

23.6.5.2 If the employee accepts the Company purchase guarantee and sells his/her principal residence during the **90** day listing period, he/she is responsible for repaying the Advance of **Equity** to the Company within **five** working days of the closing date of the sale of the former residence. Failure to do **so will activate the** appropriate interest charges to the employee based on the Treasury Division's Published Interest Rate Schedule (employee housing loan five-year term) in effect on the closing date of sale. It is the employee's **responsibility** to repay the Advance of Equity to the Company within five days of the sale of the former residence, or within **90** days from the date of issue of the Advance, whichever comes **first**.

23.6.5.3 An employee who rejects the Company's Purchase **Guarantee**, may take advantage of the Advance of Equity option. If the former principal residence is not sold within **90** days of the date of issue, the employee must pay interest to the Company at his/her own expense commencing on the **91st** day. The interest rate will be based on the Treasury **Division's Published** Interest Rate Schedule (**employee housing loan five-year term**) upon the expiration of the **90-day** period. It is the employee's responsibility to repay the Advance of **Equity** to the Company when the former residence is sold, or within **180** days (six months) from date of issue of the Advance, whichever comes **first**.

23.6.6 House Evaluation and Guarantee Plan

Upon subsequent transfer within the Company, an employee will be **guaranteed** his/her purchase price up to a maximum of four times his/her base **salary** at the time of the transfer (plus or minus **\$3,000** for improvements or damages to the property). **This** guarantee **will** be for a period of ten years from the date of purchase. Improvements must be verified by receipts **and** do not include **normal** painting, decorating and maintenance costs. An employee may not sell his/her house for less than the guaranteed amount without the consent of the Company.

If an employee contracts to have a house built in the new location, the Employee Relocation Administrator, Corporate Real Estate, must arrange for an appraisal of the new principal residence upon **completion** to establish the "guarantee amount".

If an employee who is eligible for the House Evaluation and Guarantee Plan rejects, or does not qualify for, the Company's Housing Assistance Plan, the following **stipulation will** apply. The employee must not sell to a **third** party for a price less than the employee's original purchase price, unless the sale price is approved by the Employee Relocation Administrator, Corporate Real Estate.

The price level guaranteed by the House **Evaluation** and Guarantee Plan will be **modified** downwards **in** the event of a **significant reduction** in the level of real estate prices throughout Ontario.

23.7 Transfer of Regular Employees - Staff Reduction and Recall Procedure - PWU Agreement - Article 11

No moving expenses will be paid for an employee being recalled to a **vacancy**.

Recall shall include employees who are reclassified **from** a lower **classification** to their original **classification** as well as employees who have terminated **employment** and are recalled.

When regular employees who, with the approval of the region or division are occupying a house or a trailer on Company property or a site under control of the Company, become surplus and are unable to transfer under Article **11** but are laid off, they shall, if required by the Company to move, be reimbursed under Section **23.5** or **23.7**, whichever is applicable, **in** an amount equal to the cost of a move back to the regional **office** or to the actual location to which the employee desires to move, whichever is the lesser.

23.8 Use of Trailers

special **Trailer Allowance:** **Regular** employees entitled to moving expenses who are moving to sites that do not have convenient facilities for parking household trailers will be entitled to a special **trailer allowance** of **\$150.00**. Such facilities include blocking up of trailers, hook-up of water, sewage, electricity and the like.

NOTE

Employees **moving** to established trailer parks, either privately owned or on Company property, will not be entitled to this special allowance.

At **Temporary Headquarters:** Regular employees who desire to live in a trailer while working away from their residence headquarters may do so with the approval of the department head.

When moving the trailer from one temporary location to another **temporary** location, the employee will be allowed the cost of only public transportation unless the employee is using his/her car for Company purposes, in which case the standard kilometre rate will be allowed.

At Residence Headquarters:

1. When a regular employee lives in a trailer and moves it to the new residence headquarters by car, payment shall be:
 - (a) In addition to the **authorized** car kilometre rate, a sum equal to nine cents per kilometre for **moving** by the shortest practical route between the two residence headquarters.
 - (b) Normal living expense en route for the employee and immediate family.
 - (c) The special **trailer** allowance of **\$150.00** will be paid.

NOTE

Incidental out-of-pocket moving expenses will not be paid.

2. When an employee **lives** in a trailer but does not own a car or feels that the car is not suitable to pull the trailer:

- (a) The Company will arrange for the moving of the trailer by the most economical method.
 - (b) The employee will be responsible for arranging a new location for the trailer.
 - (c) The employee and/or family will not occupy the trailer while in transit.
 - (d) Transportation expense **will** be supplied in the same manner as if the employee were moving from one house to another except that incidental out-of-pocket moving expenses will not be paid.
 - (e) The special trailer allowance of **\$150.00** will be paid where applicable.
3. When an employee who lives in a trailer, decides to live in a house at the new location:
- (a) Personal effects and furniture excluding the trailer will be moved.
 - (b) The employee and family will be supplied **transportation** in the usual manner.
 - (c) The employee may **claim** a **\$4,500** allowance for miscellaneous out-of-pocket expenses required by the move. The requirement for supporting receipts and taxability of the allowance will be governed by Accounting Service Procedures.
4. When an employee who lives in a house decides to live in a trailer at the new location, payment shall be either:
- (a) Moving expenses for furniture and family, but not trailer, if the employee desires the furniture shipped, or
 - (b) Expenses as outlined in residence headquarters Subsections 1. and 2., if furniture is moved in the trailer.
 - (c) The special trailer **allowance** of **\$150.00** will be paid where applicable, but the disturbance allowance **will** not be paid.

NOTE

The Company will not accept responsibility for any damage to an employee's trailer and/or contents while in transit under any of the circumstances mentioned in Subsection 1.5.

23.9 Transfer to Non-Supervisory Vacancies: Other Positions

Where management requests an individual employee to submit his/her application to a **"Non-Supervisory Vacancy: Other Positions"** to a particular location, moving expenses as **outlined** in Subsections 23.5 and 23.7 will be paid.

The payment of moving expenses to employees who are being transferred at their request and entirely for their own accommodation will be at management's discretion.

23.10 On Retirement

A regular employee on retirement shall be reimbursed under Subsection 23.5 or 23.7, whichever is applicable, in an amount equivalent to the cost of the move to **any** location in Ontario in which the employee desires to settle **if**:

1. A house or trailer is occupied on Company **property** or a site under the Company's **control**; and
2. The Company requires the move.

23.11 Allocation of Moving Expenses

When an employee is moved from one location to another, the expenses involved shall be charged to the location to which the employee is moved except in the case of a move of a retiring employee occupying a Company-owned house. In this instance the expenses shall be charged to the residence headquarters at the **time** of retirement.

23.12 Return to Residence Headquarters on Permanent Transfer

An employee permanently transferred to a new residence headquarters will be reimbursed for expenses incurred in returning to **his/her** old residence headquarters once each week until he/she moves **his/her** family to the **new location**. The maximum period of

entitlement will be four months from the date of transfer to **the** new residence headquarters unless extension is **authorized by** the appropriate director.

Entitlement shall cease when the employee moves his/her **family** to the new location.

All travel **time** associated with the return to residence headquarters **will** be outside the employee's scheduled hours of work.

The employee will not be entitled to claim payment for travel time.

23.13 conditions of Return Trip

The return trips mentioned in Section **23.12**, will be granted subject to the **following** conditions:

23.13.1 Scheduling of Trips

Return trips to residence headquarters shall be made at times when service or apparatus will not be **jeopardized** thereby except in case of emergency such as illness in the family or other matters highly important to an employee.

The Company **will** schedule the trip to meet the needs of the majority concerned or by mutual agreement where the work of some employees is dependent on the assistance or presence of other employees.

23.13.2 Use of Company Vehicles

The round trip to residence headquarters must be made within the scheduled non-working period. It must be made in a Company vehicle whenever the services of a suitable vehicle are available.

When a suitable Company vehicle is available, employees who do not **avail** themselves of these **facilities will** not be reimbursed for transportation expenses. Those who remain at the temporary work headquarters will be treated as if they were at residence headquarters.

When transportation by Company vehicle is not provided, the equivalent of public transportation costs or the standard kilometre allowance, whichever is lesser, will be **authorized** by his/her supervisor for an employee who chooses to use his/her own car instead of public **transportation** for himself/herself alone or for carrying other employees as passengers.

23.14 Alternative to Return to Residence Headquarters

The Company **will** consider paying travelling costs up to a maximum of the costs to residence headquarters when an employee wishes to go to some other location for personal reasons such as to join his/her family who **are vacationing**.

23.15 Board and Lodging

23.15.1 General

The payment or nonpayment of board and **lodging** (or living-out allowance **in lieu thereof**) **shall** be predicated on separation or **non-separation from** the employee's Residence Headquarters as **defined** in Part 'A' item **18.0**.

NOTE

No free board and lodging shall be given to employees while they are located in their residence headquarters except where camp facilities are provided.

When Applicable: Board and lodging allowance is only applicable when the employee is absent **from** residence headquarters for more than one month.

For periods of **time** up to one month, the employee **is** entitled to submit an expense report for actual expense incurred.

23.15.2 Rate of Allowance

The **board** and lodging allowance shall be **\$45.00** per day.

Statutory Holidays and Vacation: Board and lodging **will** be allowed for **statutory** holidays.

During annual vacation **period**, lodging expenses only will be allowed. whenever it is necessary for the employee to retain this lodging for use after vacation. and approval has been obtained from the department head.

NOTE

If, under certain circumstances and local conditions, the standard rate is considered inadequate. and it would result **in** undue hardship to the employee. a

higher weekly limit, commensurate with existing conditions, may be set with the approval of the vice-president or the general manager concerned. In this case, the request must be supported by vouchers.

23. 15.3 Absence from Residence Headquarters

Board and lodging shall be supplied without charge if the employee is living in Company-operated quarters.

Employees are eligible to claim \$20.00 in compensation for laundry and long distance telephone calls home when away from their normal headquarters for three consecutive days or more in a week, in addition to actual expenses claimed or any board and lodging allowance received due to a change in residence headquarters in accordance with 23.16.

23.16 Change of Headquarters

23.16.1 Regular Employees - Householders

A regular employee shall be paid expenses up to a **maximum** period of four months as follows:

Actual expenses for up to one month from the date of actual transfer to the new location, and thereafter the standard board and lodging allowance until the time the household is moved to the new **location**.

NOTE

Such an employee must be a householder and entitled to the payment of expenses as outlined in Part 'A' Item **23.0**.

Extension of Allowance: Payment of any allowance beyond the period of four months must be authorised by the appropriate director.

Eligible Employees: Payment of this allowance will be made only to an employee who indicates an intention to move to the new location.

If the employee fails to move within the **time** limit, any cash allowance paid in lieu of board allowance shall be recovered by the **Company** unless the reasons for not moving were beyond the control of the employee and/or the employee actually did board in the new **location** during this period.

23.16.2 Non-householders

An employee who is a non-householder shall be permitted actual expenses to a maximum of up to one month, after which no allowance will be made.

23.17 Apprentices

If transferred to a new headquarters upon completion of the training course, the **apprentice** shall receive allowances as provided for a **non-householder** in Section **23.16.2**.

24.0 MEAL PROVISIONS

24.1 Part B Employees (Maintenance Trades)

24.1.1 Conditions Governing Allowance for Meals

Recognizing the fact that employees are required to provide their **own** meals (except as in **24.1.2**) the following conditions **will** apply:

1. The Company shall not require an employee to **carry** or provide more than one meal on a day when work is performed.
2. Wherever possible, supervisors shall **notify** employees who do not **normally** carry a lunch of the necessity to carry a lunch the **following** day.
3. If an employee is sent away from headquarters in an emergency without sufficient notice for him/her to provide and take his/her own lunch, the Company will pay the cost of the employee's noon day meal.
4. If an employee is required to continue working beyond a normal day, the Company **will** provide the employee's meal **after** two hours or more **and** every four hours thereafter while the employee continues working.
5. If an employee is required to work extended periods of overtime, Monday to **Friday** inclusive, the Company shall pay the cost of the employee's meal on **approximately** a four-hour interval basis.
6. If an employee is called out to work extended periods of overtime on Saturday, Sunday or statutory holidays without forewarning, the Company shall pay the cost of the

~~employee's meal on~~ approximately a four-hour interval basis.
~~If forewarned, the employee~~ shall carry or provide the first meal and ~~the Company~~ shall pay the cost of any further meals on ~~approximately~~ a four-hour interval basis.

7. ~~When overtime has~~ been scheduled in advance, a meal period will be ~~allowed~~ and no time will be paid for this period. When the overtime is not scheduled ~~in~~ advance, no time will be ~~deducted~~ if employees eat at the job site in a ~~minimum of time~~.
8. ~~In the conditions outlined in 3., 4., 5. and 6.,~~ the Company will ~~either bring the meal~~ to the employee or release ~~him/her~~ from duty ~~long~~ enough to secure and eat it. Where necessary, ~~the Company will~~ provide transportation for this purpose.
9. ~~It is recognized that~~ between the hours of ~~midnight~~ and ~~normal starting time,~~ it may not be feasible for the Company to provide a ~~hot meal~~ and the employee may not feel the need for one. ~~Is such~~ cases, sandwiches and hot soup or a ~~hot beverage shall be~~ considered as ~~fulfilling~~ the requirement of a meal.

~~24.1.2 Winter Meal Provisions~~

~~In general, the winter months,~~ for the purpose of this clause, shall cover the period ~~of November 1st to April 30th for the areas south of the French River and the period~~ October 1st to May 31st for areas ~~north of the French River.~~ However, if unseasonable weather is ~~experienced~~ any day ~~during the~~ two-week period immediately prior to the opening dates or ~~subsequent~~ to the closing dates, the supervisor ~~in charge~~ may, at ~~his/her discretion,~~ treat such days in the same manner as though ~~they were included in~~ the prescribed period.

~~During the winter months, if~~ employees are required to work outdoors ~~of~~ ~~in unheated buildings, subject to 3.~~ hereunder, the Company will:

1. ~~Provide~~ means for ~~carrying~~ or storing the employee's lunches ~~in~~ some warm ~~place~~ and also provide where necessary, ~~transportation~~ for ~~reaching~~ some warm and suitable place ~~for eating lunch.~~ Such time involved in transportation both ways to be absorbed by the ~~Company,~~ thereby allowing the ~~full meal period upon~~ arrival, or

2. **Supply** or pay for a hot **meal** and provide transportation. **The** meal period's duration will be between the times of departure and **re-arrival** at the point of work and thus any time involved in **transportation**, both ways, is absorbed by the employee. Should the meal period be extended beyond its normal duration, any such excess will be absorbed by the employee by working equivalent overtime at **straight** time rates which will result in a total of normal **daily** hours of work and pay. **This** shall not preclude the providing of a meal when **time** involved is in excess of the **normal** meal period.
3. In some **thinly-settled** localities, there may be no warm place for **storing** or eating lunches, and no place where hot meals may be prepared within a reasonable distance from the point of work. Such conditions are beyond the Company's control and necessarily form part of the working conditions **in** that locality. In such cases, lunches must be carried but employees will eat on the job in a minimum **period of** time. Such time shall not be deducted and the conditions **listed** above do not apply.

24.1.3 Extension of Lunch Periods

Where lunch periods are restricted to half an hour and when it has been demonstrated that it has been **difficult** for employees to get **their** lunch and return to the job **within** one-half hour, the Company may exercise its prerogative in extending the **lunch** period to a **maximum** of one hour, with the necessary adjustments to the working hours of the day.

24.2 Part C & D Employees (Electrical Operators and Weekly Salaried)

24.2.1 Provision of Meals

In recognition of the importance of regular meals to an **individual's health** and effectiveness on the job, the Company **will** supply **meals** as **outlined** below and when required, **will** assign an employee to **secure** the meals.

- (a) Employees provide their own meals on regular days of work.
- (b) When an employee works overtime on a regular **day off**, he/she will be expected to provide one meal **if 23** hours notice has been given.

- (c) When an employee works extension overtime before or after normal scheduled hours, all required meals will be provided by the Company. The **first** meal (or meal allowance) will be provided when two **(2)** hours of overtime are worked. Subsequent meals or meal allowances will be provided every four **(4)** hours of overtime worked thereafter.
- (d) When meals cannot be reasonably **obtained**⁵, an allowance of **\$10.00** per **meal will** be paid.

24.2.2 Meal Periods

- (a) Employees on day work shall take a meal period designated by the Company and shall not be paid for this **time** (unless otherwise provided for in the Collective Agreement).
- (b) Employees on shift work shall eat their meals during the shift hours as conditions permit.
- (c) When an employee works extension overtime, no time shall be deducted for eating such meals where the employee eats the meal on the job and in a **minimum** of time.

25.0 PROMOTIONS

Promotion means a change to a new job which carries a higher **maximum** salary schedule rate (base rate) or a higher salary grade resulting from an increase in job demands and responsibilities within a job. **(See also definition in Article 10.1.5 (C))**

25.1 Part C (Electrical Operators) - Increase on Promotion

Appointees to regular electrical operator positions as shown on wage schedule **29**, will receive Step 2 upon appointment.

Exception: **OITs** who have completed between **24-36** months of their training program will receive Step 1 upon appointment to a regular position. Step 2 will be paid on the completion of **36** months.

⁵ 'Reasonably obtained' is to be defined locally by Union and Management.

25.2 Part D (Weekly Salaried)

25.2.1 Promotion Rule

Object: The object of the rule is to ensure, on promotion, an increase in salary to compensate for an increase in job demands and responsibilities.

1. On promotion, the employee's rate is to be set at the lowest progression step (in the salary grade for the job) which **will** give a minimum increase of three percent (**3%**) above the employee's existing basic rate.
2. In the case of single grade promotions (or the equivalent under Pay Equity) the following will apply:
 - If at step 1 **of the** current grade, go to step **1** of the next grade.
 - If at step 2 of the current **grade**, go to step 1 of the next grade.
 - If at step 3 of the current grade, go to step 2 of the next grade.
3. In cases where **25.2.1(2)** does not result in at least a three percent (**3%**) increase, a rate that reflects not less than a three percent (**3%**) increase from their current rate **will** be paid. This interim rate **will** continue in effect until the next anniversary date at which time the employee will resume his/her place on the current salary schedule. This rate will be the next step in the salary grade which guarantees an increase of at least one and one half percent (**1.5%**) from the **interim** rate.

NOTE

An employee who is **affected** by such an "off-schedule" rate **will** be **affected** only once during his/her progression to the top step of his/her job. In no case will the rate be more than the maximum rate for the job grade.

25.2.2 Payment of the Salary Grade for the Job

On promotion, the employee will be placed directly in the **salary** grade for the job, except in **training** situations under the Clerical-Technical

Plan (where an employee may be advanced gradually through the appropriate **training** job levels to the terminal job grade). He/she will be granted the progression step required by the **promotion rule**, except where a higher progression step is being granted for previous experience (**Subsection 25.2.5**).

25.2.3 Promotion from Hourly-Paid to Weekly-Salaried Jobs

The **promotion** rule applies in the case of an hourly-paid employee **being** promoted to a weekly-salaried job.

The rule does not apply in the case of a weekly-salaried employee being promoted to an hourly job.

25.2.4 Payroll Rater in Excess of Approved Job Grades

When an employee is being paid a special rate (such as results from restructuring of jobs, retrogression, implementation of new salary plan, or **salary** guarantee) which exceeds the appropriate rate for the job he/she holds, he/she should on **promotion**:

1. Continue to be paid the special rate, or
2. Be paid the progression step resulting from application of the **promotion** rule to the appropriate progression step in the approved grade of his/her former job, whichever is higher.

25.2.5 Previous Experience

Where an employee being promoted has had previous applicable experience in a higher level job but was demoted for reasons other than cause or inability, a higher progression step than is indicated by the promotion rule may be chosen by the Company.

25.2.6 Relief Situations

In relief situations where less than the normal duties are being performed and a lower salary grade has been **established** for the relief period, the promotion rule will be used to establish the appropriate progression step or off-schedule rate in the lower salary grade.

25.2.7 Progression Following Promotion

Progression dates shall be calculated from the date of appointment or **promotion** to the position. Subsequent salary adjustments shall occur at **12-month** intervals **from** the appointment or

26.0 JOINT C O -

26.1 Joint Pension and Insurance Committee

Note:

Nomenclature and participation on this Committee are subject to change pending the implementation of amendments to the Ontario Hydro Pension Plan. The parties agree to revise this item as necessary for the next printing of the Collective Agreement.

1. Scope: To monitor the administration and the financial status of the Pension and Insurance Plan covering all plan members and to recommend changes as set out below:
2. Personnel: **The** "Joint Pension and Insurance Committee" shall meet at least twice a year or as requested by either party and shall consist of the following members:

three **PWU** members
three **Company** management members

Each party **will** have the right to have a reasonable number of resource personnel attend the meeting.

The chair will rotate between **Hydro** One Inc. and **PWU**, one meeting each.

every effort **will** be made to reach unanimous decisions. In the event that a unanimous decision cannot be reached, decisions will be by a vote of a **majority** of members representing both **PWU** and **the Company**.

3. **Function:** In an advisory capacity with access to the necessary information: **(This is limited** in that it does not apply in respect of information as to the service, salary, pension benefits or other personal information related to any specific person without that person's prior consent.)

Pensions

- (a) Monitor **Hydro** One **Inc.'s** administration of the Pension Plan as established under associated **regulations** and rules, and applicable **legislation**.

- (b) Make recommendations respecting the administration of the Pension Plan.
- (c) Promote awareness and understanding of the Pension Plan on the part of Plan members.
- (d) Review the **Company's** approved annual **financial** statements and investment performance.
- (e) Review the **Company's** approved Actuarial Valuations of the Pension Plan and discuss the need for assumption changes.
- (f) **Identify** potential **benefit** changes and discuss cost and other implications. Committee recommendations for benefit level changes will be subject to **ratification** of the respective parent bodies.

Life Insurance

- (a) Review the financial position, premiums and taxable **benefits** of the life insurance provisions of the Plan.
- (b) **Identify** potential benefit changes and discuss cost and other implications. Committee recommendations for benefit level changes will be subject to ratification of the respective parent bodies.

26.2 Joint Health and Safety Consultation

The parties will consult regularly on corporate level employee health and safety matters. The following two joint committees will be established to **facilitate** this consultation.

26.2.1 Joint Policy Committee on Health and Safety

1. **Goal**

To participate in the formation **of** health and safety strategy and policy by providing information and opinion from the Union to the Company's executive on employee health and safety.

2. **Personnel**

- (a) Company Health and Safety Advisory Committee.

- (b) Union Executive Committee and chairperson of Union Provincial Health and Safety Committee and Union **staff** advisor.
- (c) **The** chair will rotate between the chair of the Company Health and Safety Advisory Committee and the Union Provincial Health and Safety Committee.

3. Function

- (a) **Identify** problems and issues of Company **significance** which have not been resolved in the Joint Health and Safety Working **Committee**.
- (b) Review proposed initiatives and advise the corporate executive.
- (c) Evaluate **existing** policy and advise the corporate executive on recommended changes. This function applies particularly to safety rules and work protection code.
- (d) Develop Joint Policies on Health and Safety
 - i) Authority to Stop Work.
- (e) The committee will meet once a year or as mutually agreed.

26.2.2 Joint Health and Safety Working Committee

1. Goal

- (a) Provide recommendations to assist the Health and Safety Division in the development, implementation and **evaluation** of corporate employee health and safety policy and programs.

2. Personnel

- la) Manager, Programming Department, Health and Safety Division and other management **staff** as deemed necessary **from** tune to time.

(b) Union Provincial Health and Safety Committee and Union **staff** advisor to a **maximum** of eight.

3. Function

- (a) Participate in the **identification of** problems and issues of Company significance in employee health and safety policy and practice.
- (b) Participate in the development, **promotion** and **implementation** of Company health and safety programs.
- (c) Study, develop and make recommendations for changes to the corporate safety rules and work protection code. This function can be delegated to an ad hoc group with mutual agreement.
- (d) The committee **will** normally attempt to resolve issues of mutual interest before seeking **intervention** by senior management or the Joint Committee on Health and Safety.
- (e) **The committee** will meet twice a year or as mutually agreed.
- (f) The committee will also address issues related to **radiation** protection and **training**.

26.3 Joint Trades Classification Committee

A joint committee shall be established on the following basis:

- 1. Name: **Joint** Trades Classification Committee.
- 2. Personnel: **Maximum** of three appointees from each party.
- 3. **Function:** To study and formulate descriptions and duties of all hourly-rated and weekly-rated trade **classifications** on wage schedules **24, 25, 27, 31, and 32**; presently not **included** in **Mid-Term Agreement MT-4**, but not to produce a job **evaluation** or ranking system.

The committee will commence its work within one month after the settling of the **1972** Collective Agreement and shall meet regularly **until** the task is completed.

4. Limits of Authority: The committee shall work **within** the **recommendations**, preamble and **occupational** format agreed to previously.

The results of this committee's activity shall be subject to acceptance and **ratification** by the Union and the Company at the negotiating **level**.

5. A copy of all occupational definitions will be made available to each employee through his/her contact supervisor.
6. The Joint Trades Classification Committee shall ensure that **duties** for trades jobs are **defined**. Their focus will be on the development of documents describing job duties, and will not consider or establish compensation for these jobs. There is a need for **direct line** management involvement to determine current and **future** duties. **The** Committee should also work towards developing a system which will allow **definitions/documents** to be produced quickly and easily to facilitate responsiveness to **changing** needs.

26.4 Joint Diversity committee

1. **Objectives:** *(a) To provide a joint forum for work on Corporate Employment Equity, Human Rights and Diversity policies, and/or associated corporate issues. (b) To participate in making and bringing forward recommendations and providing advice to the vice President, Corporate Human Resources on corporate policies and plans impacting on equity in the workplace and Corporate issues arising from the Employment Systems Review. (c) To participate in making and bringing forward recommendations to the PWU Executive on equity issues in the workplace which fall within their jurisdiction.*
2. **Personnel:** *The committee will be structured to provide two Company representatives and two Union representatives. Each party is entitled to one alternate.*
3. **Function:**
 - 3.1 **Meet and exchange information regularly to ensure that the committee is informed of progress on initiatives undertaken by the Corporation and the Union. Each party will identify and bring forward emerging Corporate issues for discussion.**

3.2 The committee will work together to formulate recommendations by:

- (a) Working to meet the work program deliverables as identified below within required timelines.**
- (b) Discussing options and their impacts in meeting the work program deliverables (including obtaining input through consultative forums – see below).**
- (c) Attempting to agree on recommendations acceptable to all parties and for delivery to the Vice-President, Corporate Human Resources and/or the PWU Executive where appropriate.**

3.3 Where agreement cannot be achieved, each party will communicate expeditiously their position to the Vice-President, Corporate Human Resources before Corporate decisions are made.

4. Work Program – to be established annually.

5. Responsibilities:

5.1 Consultative Forum – To provide input to the committee on work program deliverables as follows:

- (a) Management members will ensure input is received from line management and non-represented staff members.**
- (b) The Union members will ensure input is received from their constituencies.**
- (c) The committee will also seek input from advocacy groups and designated group members on issues as required.**

5.2 support Resources – Committee to determine needs (administrative, research, preparation, etc.) and arrange as required. Treatment will be as per the collective agreement.

5.3 Management is responsible for time and expenses, except for union staff time, associated with the work program of this team.

5.4 At the end of each year, the parties will review the Terms of Reference and make recommendations for the coming year.

26.5 EHB/WSIB/LTD Committee

The Committee **would be comprised of:**

**Power Workers' Union
Health Services
Compensation and Benefits Department**

- A **To review existing and future LTD applications to ensure they are receiving the required medical attention and the possibility of returning them to the workforce.**

Terms of Reference:

- 1.0 Develop a questionnaire for employees not in receipt of CPP disability.**
 - 2.0 Review returned questionnaires to determine if any employees can be placed on immediate vocational rehabilitation.**
 - 3.0 Determine if an independent medical evaluation is required before attempting vocational rehabilitation.**
 - 4.0 Review existing procedure for LTD applications.**
 - 5.0 Develop a roster of physicians to use in the process.**
 - 6.0 Forward recommendations for process improvements to Director, Compensation and Benefits/Chief Physician.**
- B. **Review/Update - To meet, on a regular basis (e.g. semi-annually), to discuss and/or resolve issues associated with the following processes:**
- (a) Long Term Disability**
 - (b) WSIB**
 - (c) Sick Leave**
 - (d) Drug Formulary**

26.6 Joint Employee and Family Assistance Committee

- 1. Goal: Provide recommendations to assist the Company and the Union in the development, implementation and evaluation of employee and family assistance policy and programs.**
- 2. Personnel:**
 - (a) Chair: The Chair shall rotate on a yearly basis.**
 - (b) Members:**
 - . Representative from the Company**
 - . Two (2) PWU representatives and one staff advisor.**
 - (c) Secretary: The secretary shall be supplied by the Company.**

3. Function:

- 3.1** Participate in the **identification of problems** and **issues of significance** in employee and **family assistance policy** and practices.
- 3.2** Participate in the **development, promotion and implementation of employee and family assistance** programs throughout the **province**.
- 3.3** On an **ongoing basis study, develop and make recommendations for change** to the **Company employee and family assistance program**. **This function can be delegated** to the s&committee **by** mutual agreement.
- 3.4** The committee **will normally attempt to resolve issues of mutual interest before seeking intervention by** the Senior Joint **Union/Management** Committee.

26.7 Electrical Operators Consultative Committee

The Operators' Consultative Committee, established in 1954, shall continue to act under the following terms:

1. Personnel:

Maximum of three appointees **from** each party.

2. Function:

To act as a liaison between the Company and the employees in the field for the purpose of exchanging information relating to changing conditions as they **affect** operators.

To discuss mutual operating problems of a general nature which arise **from** time to time.

Any program developed by the Company to establish standards of qualifications for **operating** positions will be a matter of Union advisement as to progress and discussion.

The committee may be convened at approximately three-month intervals to deal with agenda submitted by either the Union or the Company and acceptable to both parties as being within the scope of the committee's function,

3. Limits of Authority:

It is understood that this committee will **meet** to discuss general operating problems of common interest to the Union and the Company and shall not have **bargaining** power or authority to amend existing policy, or interpret collective agreements. **Any** recommendations which arise as a result of discussions shall be presented separately to the Union and to the Company by their respective members.

27.0 DISTRIBUTION OF AGREEMENT AND WAGE SCHEDULES

This Agreement shall be printed as soon as practicable after the date of signing and made available by the Company to the Union in **sufficient quantities** for distribution to its membership.

28.0 TIME CHARGES - UNION ACTIVITIES

28.1 Time Charges and Expenses - Union Representatives

Time off and expenses for Union **officers will be granted in** accordance with **Mid-Term Agreement MT-3**.

28.2 Time Charges for Employees On Union Business

When the **time** of employees on Union business is payable by the Union, such time shall be charged at normal rates of pay. The normal payroll burden without the **administration** charge of ten percent (**10%**) will be applicable only for Union **releases in** excess of **five** consecutive days.

28.3 Roles and Responsibilities of Chief Stewards

As Hydro One Inc. evolves into the new regulated and competitive marketplaces, it is important that the Company leverages its position by defining as clearly as possible Principles to anchor the relationship between the elected PWU representatives and Management.

(1.) Mutual Recognition of Respective Roles and Responsibilities

- **recognition that the Chief Stewards provide an important role in the success of the Company.**
- **A recognition that Chief Stewards are OSHC employees as well as PWU representatives.**

- **As time away from the job increases, loss of skills may be an issue.** As such, the **Company will** provide reasonable re-training to **replenish these skills.**
- **It is recognized** that there **will be differences** between the Parties. **In these cases, respective opinions can be expressed, however, they should be communicated in a professional manner.**

(ii.) Chief Stewards are accountable for their time.

- **It is understood that Chief Stewards will be required to be away from their Company job.**
- **Time away from the job will be dependent upon the Chief Stewards' specific issues, number of committees, size of membership, geographical factors, etc.**
- **Chief Stewards have an identified supervisor. As in any employee-supervisory relationships, the Chief Steward will advise their supervisor as to what activities they will be involved in, in generic terms (some issues are confidential). They will have vacation days approved and sick days reported.**
- **Chief Stewards should schedule their PWU activities with consideration for their Company job. Any unallocated time will be spent performing their Company job.**

(iii.) Chief Stewards play an important role in Communication.

- **Where feasible, joint communications are encouraged for initiatives that affect PWU employees.**
- **Joint training is encouraged in roll-out initiatives that impact PWU employees (e.g. Gainsharing, collective bargaining toll-out).**
- **consistent messages are important.**
- **There will be a need to review these principles.**

29.0 EYEPROTECTION

Approved eye **protection** shall be supplied to individual prescription to all employees who normally wear glasses and are required to wear eye **protection** for an appreciable amount of time in the performance of their duties.

30.0 PERSONAL TOOLS

30.1 General

Employees in trade categories and designated weekly-salaried categories will provide at their own expense, the ordinary hand tools

of the trade. These tools are listed in the appropriate occupational **definition/job** document and must be of at least industrial quality, which permits employees to perform their work safely, **efficiently** and to the standard ordinarily demanded in any given trade. (Owing to the marked differences in the nature of work performed by employees who are **classified** in the same trade category, it is unreasonable to expect a tradesperson to possess or have on the job, every tool listed for his/her trade. Learners and Improvers must acquire any of the tools listed as and when his/her work demands their use. Employees are encouraged to buy tools **which carry** a lifetime guarantee.) Tools which are required for equipment of special types, which are peculiar to certain locations as well as tools that fall in the class of shop equipment, **will** be supplied and maintained by the Company. These, and similar types of tools, have been purposely omitted from the lists.

30.2 Tool Replacement /

Each employee, as described in **30.1**, will be allowed **8%** of the personal tool list **retail** price **calculation** per calendar year for tool replacement or upgrading based on his own tool list as defined in the Occupational **Definition**. A minimum allowance of **\$50.00** per year for each employee in each **classification** is available. For those entitled to the minimum allowance of **\$50.00**, the unused portion for one year may be **carried** forward to the following year to a maximum of **\$50.00**.

To **qualify** for any reimbursement receipts must be accumulated and submitted for amounts in excess of **\$50.00**. For amounts of less than **\$50.00** these receipts should be submitted at the end of the year.

30.3 Loss by Fire or Theft

Personal tools which are stolen, are destroyed or damaged by **fire** to an extent which renders them unusable, **will** be replaced by the Company. **These** losses must be incurred in the exercise of Company business and on Company property, except where they occur on or at non-Company locations in the exercise of Company business. Small or inconsequential losses would be recovered through **30.2**.

31.0 SPECIAL CLOTHING FOR EMPLOYEES

31.1 General Policy Regarding Work Clothing

Except where provided by the Company **in** accordance with this Collective Agreement, employees must provide at their own expense suitable clothing for the performance of their regular duties. In general, clothing must be suitable for the safe and efficient performance of the work but need not be uniform in appearance.

So **far** as is consistent **with** standard stores' policy, the Company will purchase **certain** types of work clothing **in** bulk **for resale** on the most favourable terms possible to employees requiring them in connection with Company work.

31.2 Special Clothing That May Be Provided at Company Expense

Subject to certain conditions outlined herein, special clothing may be obtained at the expense of the Company for issuance to employees under **the** following conditions:

31.2.1 Where Uniform Appearance is Required

Where **uniform** appearance is required by the Company as in the case of certain **receptionists**, guides, messengers, drivers, and security guards uniforms will be provided.

31.2.2 For Work Outside of the Employee's Regular Routine Duties

A limited number of rainproof coats and hats may be obtained and kept available at construction headquarters, attended stations, etc., for persons who normally work indoors but who are occasionally required to work out of doors under adverse weather conditions, as for example when working during emergencies, operating switches, **cleaning** racks, etc.

Clothing supplied at stations should be limited to one or two coats and hats, depending upon the number of employees.

31.2.3 For Normal Work Which **Must be Performed Occasionally, Under Extreme Conditions**

Hip or knee length rubber boots and weatherproof coats and hats may be obtained and issued temporarily to **construction** workers, maintenance workers, and labourers when required to work in extremely wet locations or under adverse weather conditions.

One or two rainproof coats and hats, depending upon the number of employees involved, may be provided for each line. forestry and maintenance truck or gang for use in emergencies when workers could **not be** reasonably expected to have protective clothing **available** at all times.

31.2.4 For Work Involving Exposure to Materials that are Injurious to Health and Particularly Destructive of Clothing

Rubber boots, aprons and gloves of an **approved material** may be provided for employees when handling **acids** for **batteries, cleaning transformer coils** or for other work which is **similarly destructive** of clothing.

Aprons, gloves and sleeves made of **plastic, plastic-coated** or **other approved material** may be provided for **employees who are required to handle creosote, creosoted poles or timber** as a **protection against burns** or damage to clothing.

Protective clothing such as coveralls, gloves and **rubber boots** may be provided for temporary issuance to employees for ~~use~~ **when applying herbicides**.

Because of the fire hazard in welding and the destructive nature of the work, welders' aprons, armlets and gauntlets may be **provided**.

31.2.5 To Promote Safety

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

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

Safety Footwear and **Clothing**:

I **Effective January 1, 2001, employees who are required by the Company to wear safety footwear (CSA Approved ESR)/ clothing will be reimbursed as follows:**

- (A) For those employees required to regularly wear climbing spurs or who are regularly required to climb steel structures as part of their normal duties - \$300.00 per year.**
- (B) For those employees who choose or are required to wear CSA approved ESR protective footwear - \$250.00 per year.**

(C) For those **employees** who choose not to wear **approved ESR protective footwear** - **\$150.00** per year.

(D) **Any regular employee** whose **safety** at work could be **reasonably enhanced by the wearing of fire retardant and/or high visibility** clothing and who is required to work on a routine (**e.g. more than 20% of regular work hours**) basis within ten **(10) feet of electrical equipment energized at 750 volts or greater,**

Or,

who is required to work on **a routine basis in proximity to vehicular traffic,**

- **\$250 initial payment** for new hires or employees who have not received this **payment** in the **previous gear** and **\$200.00** per gear **thereafter.**

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

II Employees who are not required to wear protective footwear:

Employees who purchase safety footwear will be reimbursed thirty-three and one-third percent (**33-1/3%**) of the actual cost up to a maximum reimbursement of **\$20.00** per pair subject to the approval of the appropriate manager or supervisor.

NOTES

Temporary employees will be reimbursed for a maximum of one pair in each six-month period.

A **limit** of two pairs of safety shoes or boots **per** person will be **subsidized** in a calendar year.

These **actual cost** maximums include applicable taxes.

31.2.6 Special Conditions

Requests for items of clothing not mentioned but which might be reasonably supplied under the conditions set forth herein will be considered, each case on its own merits.

31.3 Issuance, Care of, and Responsibility for Clothing Provided by the Company

In order that the use obtained from clothing purchased by the Company may **justify** the expenditure, the following shall be carefully observed:

1. Except in isolated cases, special clothing must not be issued to any one employee for exclusive use but must be kept available for any employee who may require it for Company purposes mentioned herein.
2. When no longer required on the job, clothing must be promptly returned to local headquarters, station or truck where it **will** be readily available when required.
3. All clothing furnished by the Company will remain the property of the Company and must be clearly and prominently marked for easy identification.
4. Where loss or destruction of Company clothing issued to an employee occurs as a result of carelessness on the part of the employee, the employee **will** be required to make good such loss.

31.4 Part B Employees (Maintenance Trades)

31.4.1 Issue of Gloves to Tradespersons

The Company will issue gloves to regional maintainer - lines, regional maintainer - forestry, **SMD** riggers, mechanical maintenance and building maintenance crews and all associated personnel regularly working with these crews, subject to the following:

1. **The** employee will be required to purchase the **first pair** of gloves, whether summer or winter type, providing he/she has not already been participating.
2. The issue of new gloves **will** be controlled by the supervisor.
3. A pair of worn-out gloves may be exchanged for a new pair.
4. The Union will exercise its influence **to** promote economy **in** the operation of this plan.

31.4.2 Uniforms

The Company shall supply uniforms, where they are required to be worn, at no cost to the employee.

31.4.3 Stocking of Overalls and Associated Smocks

The Company will stock bib-type overalls, coveralls and associated smocks in Central Stores **which** will be available for purchase by employees on the basis of a cash sale.

31.4.4 Work Clothing

Automotive Trades and Painters: The Company **will** pay for laundry service to clean coveralls. Responsibility for ensuring proper use of the privilege will rest with the Union.

The plan is as follows:

1. Coveralls will be provided by the tradespersons.
2. One pair of coveralls per employee per week **will** be laundered.
3. The trades covered by this service are:
 - (a) Automotive Trades - auto, truck diesel or industrial equipment mechanics, body and metal mechanics, tire serviceworkers, painters, radiator repair-workers, battery **rebuilders**, lubricators, undercoaters, steam cleaners, washers.
 - (b) Trade Group III - painters.

Forestry Spray Crews: Forestry spray crews shall, during the period of spraying operations, be with supplied laundered coveralls or other suitable clothing on a weekly basis or more frequently as may be required. Arrangements shall **also** be made to provide adequate washing facilities.

31.4.4.1 Laundering and/or Supplying Clothing

In situations other than those covered in the preceding subsections, when the **supervisor** in charge of a work crew deems a **specific** Job dirty for the particular trade function, he/she shall either:

1. **Authorize** laundering of the employee's work clothing, or

2. Issue coveralls or **other** suitable clothing **during** the period in which this job is being performed.

31.4.4.2 Coveralls - Central Services Division

The provisions of this item supersede the conditions as noted in Item 31.4.4.1 and applies only to employees, paid from Wage Schedules 25 and 27, who form part of the Central Services Division and are located at the Hydro One Inc. Kipling Complex.

The Company agrees to supply and launder two (2) pairs of coveralls per week for each of the above-noted employees. The employee must exercise reasonable care in the use of clothing so supplied.

It is recognized that reasonable but limited quantity and size range of spare coveralls will be kept available for emergencies.

32.0 PURCHASING PRIVILEGES - SURPLUS EQUIPMENT STORES

Employees shall have **purchasing** privileges at Surplus Equipment and **Material** Stores to the same limit as extended to the general public.

33.0 RETURN OF COMPANY PROPERTY

It is agreed that employees whose employment terminates with the Company shall be responsible for the return of any Company property issued to them during the **term** of their employment. Failure to **return** such **property** shall result in the Company deducting its current value **from** any monies owing to the employees.

34.0 TIME CHANGE - SHIFT WORKERS

When the **clocks** are changed due to **daylight saving time**, the following principles will apply:

1. Employees who are scheduled to work **during** the affected hours will work a shift which is either shortened or extended by one hour.
2. Payment for the shortened or extended **shift** will not be calculated on the basis of actual hours worked, rather **will** be based on the number of hours normally worked (eight or twelve).

35.0 REST PERIODS

Each employee shall be entitled to a **10** minute rest period in the **first** half and second half of each scheduled work day at a time designated by the Company.

36.0 WEEKLY PAY DAYS

36.1 Salaries and wages of all employees throughout the Company covered by this Agreement shall be once every week on the third Thursday following **completion** of the pay period. This payment will be by direct deposit to one account designated by the employee in a Canadian financial **institution** with a Canadian Payment **Association** (CPA) serviceability code of 1 or **2**. (CPA serviceability code definitions in effect June **5, 1991** or subsequent code numbers **providing** equivalent accessibility). The Company **is** responsible for the cost of depositing these **funds** to the employee's account.

The implementation of direct deposit pay will be phased in for **PWU** members. It is the responsibility of the employee to inform the Company of any changes to the designated account **14** days in advance of the payment date. Any errors in employee payment that result **from** employee provision of incorrect account information or the late provision of changed account information are solely the responsibility of the employee.

36.2 Existing employees who **were** paid the equivalent of **one** week's base pay during the transition **from** weekly pay to weekly direct deposit pay will have the amount of this one week payment deducted **from** their **final** payment of salaries and wages from the Company (**i.e., termination, retirement, etc.**)

PART B

MAINTENANCE TRADES

B-1

TABLE OF CONTENTS

PART B

MAINTENANCE TRADES

- 1.0 WAGES
- 2.0 HOURS OF WORK
- 3.0 DIFFERENTIAL FOR **SHIFT** WORK TRADESPERSONS AND STATIONARY ENGINEERS
- 4.0 *TEN-HOUR* **SHIFT** PROVISIONS FOR **MAINTENANCE TRADES STAFF**
- 5.0 **OVERTIME** HOURLY-RATED EMPLOYEES OTHER THAN STATIONARY ENGINEERS
- 6.0 SPECIAL PROVISIONS CONCERNING OVERTIME
- 7.0 STANDBY, SERVICE DUTY AND ON-CALL
- 8.0 TRAVELLING **TIME** TO AND FROM THE JOB
- 9.0 HEADQUARTERS
- 10.0 WELDERS
- 11.0 MARINE VESSELS
- 12.0 **CARPENTER** SPECIAL
- 13.0 TRUCK DRIVERS' CLASSIFICATION
- 14.0 ASSIGNMENT To A **HIGHER-RATED CLASSIFICATION**
- 15.0 JOURNEYPERSON "AA"
- 16.0 APPRENTICES
- 17.0 CONTRACT MONITORING
- 18.0 SUPERVISORY **RESPONSIBILITIES**
- 19.0 PAYMENT FOR TEMPORARY SUPERVISION
- 20.0 ADVERSE WEATHER

- 21.0 POWERLINE GROUND ASSISTANTS. RANDYPERSONS
AND LABOURERS **PROHIBITED** FROM CLIMBING**
- 22.0 ACTING IN VACANCIES**
- 23.0 MOBILE EQUIPMENT**
- 24.0 REGIONAL MAINTAINER • ELECTRICAL TRAINING
COURSE**

PART B

MAINTENANCE TRADES

Specific Matters of Agreement

1.0 WAGES

Wage rates shall be in accordance with the wage schedules which are part of this Agreement.

2.0 HOURS OF WORK

2.1 Hourly-Bated Employees

1. **The normal work week of the Company's hourly-rated trades employees shall be 40 hours per week consisting of five (5) days of eight (8) hours (NOT before 6:00 am and not later than 6:00 pm), Monday to Friday inclusive.**

2. A change to established hours of work within the core hours (6:00 a.m. to 6:00 p.m.) shall be a matter for discussion between the Union (Chief Steward) and the Company. When changes in hours of work are contemplated the preference of 70% of affected staff in the classification(s) will be considered to be the preference of that classification(s). Where the work of classifications is interdependent (e.g., rehabilitation work, electrical, mechanical, civil), the preference of 70% of the employees in the interdependent classifications will be deemed to be the preference.

However, if in the Company's opinion the desired hours of work of the affected classifications cannot be accommodated then the Company will provide the Union (Chief Steward) with written rationale for such a decision.

3. The normal work week for T&W-Field Mechanics shall be 40 hours per week consisting of five (5) days of eight (8) hours (not before 6:00 a.m. and no later than 8:00 p.m.). Monday to Friday inclusive. The start times for these employees may be adjusted within the window by Management with seven (7) days' notice to the affected individuals. Such adjusted start times will be equitably rotated among all employees in the classification at the work site.

4. Excepting for shift work, all other work outside of the normally scheduled hours shall be considered overtime and paid for at the appropriate premium rates.

2.2 Shift Work

Shift work may be established under the following conditions:

1. **Rehabilitation work:** Shift work for normal day workers may be established for major rehabilitation work (minimum of 10 working days confined to one unit) on frequency changers with rate capacity of 10,000 kV.A or more.
2. **During** abnormal or emergency conditions.
3. Conditions other than in 1 and 2 above require agreement by the appropriate **Chief Steward**.
4. The procedures for establishing shift work in accordance with 1., 2. and 3. above are as follows:
 - (a) Staff **shall** be assigned to the work for which **the shift** was established. Staff assigned to other work for a period of greater than one hour per shift shall be paid at two times the employee's normal base rate for the period worked in excess of one hour in that shift.
 - (b) Such rescheduling is not to be considered for the performing of ordinary routine maintenance except as described in Part 'B', Item 2.2.3.
 - (c) In the case of abnormal or emergency conditions, three days' advance notice and, in the case of major rehabilitation work and other conditions as agreed to in Part 'B', Item 2.2.3, seven days' advance notice of the commencement date shall be given to the employee by his/her supervisor. Shift shall commence on the day specified or within the following two days.
In the case of illness, which would result in a staff shortage, four (4) days' advance notice **will be given** when placing **an** employee on shift.

If **the** appropriate advance notice of the commencement date has not been given, premium time shall be paid for all work outside **the** normal scheduled hours **until** three or seven days have

elapsed after **notice** has been given. If shifts do not commence on the **specified** days, nor **within** the following two days, actual commencement shall be considered a change in normal scheduled hours and subject to all the principles of establishing shift work.

(d) Three-shift work for normal day workers shall be established for a minimum period of three days or more on an eight-hour shift basis commencing on any day in the week.

(e) The appropriate premium rates shall be **paid** for work in excess of eight hours on a daily shift basis, Monday to Friday, inclusive.

The appropriate premium rates shall be paid for all scheduled work on Saturdays, Sundays and statutory holidays.

(f) Subject to the same notice and conditions for three-shift work, two-shift work may be introduced on either an eight hour or ten hour basis.

Shift work on a ten hour basis shall be established in accordance with *Part 'B', Item 4.0*.

(g) Change in **shift** conforming with the preceding regulations shall be deemed to be a change in normal scheduled hours.

(h) Shift work will be equitably rotated amongst **qualified** staff with each **shift** being rotated on a weekly or **bi-weekly** basis.

(i) **Prior** to Implementation of **shift** work, a schedule shall be posted and a copy shall be given to the appropriate steward stating the group, the reason for shift work and the estimated length of the work **period** involved.

(j) Employees on shift work shall have a paid meal period and shall eat their meal **during** the shift hours as conditions permit.

2.3 Shift Work Central Maintenance Shop Pickering

Shift work may be established under the **following conditions**:

1. (a) For short duration shifts (maximum three (3) consecutive weeks). No more than four (4) rotations onto these shifts may be worked by any individual in one (1) calendar year.
- (b) During abnormal or **emergency** conditions.
- (c) Shift work for normal day workers may be established (minimum of 15 working days) **confined to major project type work.**
- (d) For other work as agreed to by the appropriate Union Chief Steward.

2. The procedures for establishing shift work in accordance with the above are as follows:

- (a) Staff shall be assigned to the work for which the shift was established. Staff assigned to other work for a period of greater than one hour per shift shall be paid at two times the employee's normal base rate for the period worked in excess of one hour in that shift. **Premium pay shall not apply where such assigned other work is as a result of equipment breakdown, inspection delays, customer delays or material delays. Premium pay does not apply to situations where the work that was established for shift comes to a completion within the shift.**
- (b) Such rescheduling is not to be considered for the performing of ordinary routine maintenance except as described in Part 'B', Item **2.3.1 (d).**
- (c) *In the case of conditions as described in Part B - Item 2.3.1 (a and b), three (3) days' advance notice will be given. In all other conditions* seven days' advance notice of the commencement date shall be given to the employees by his/her supervisor. Shifts shall commence on the day specified or **within** the following two days. In the case of illness which would result in a staff shortage, **three (3) days' advance notice will be given** when placing an employee on shift. If the appropriate advance notice of the commencement date has not been given, premium time shall be paid for all work outside the normal

scheduled hours until seven days have elapsed after notice has been given. If shifts do not commence on the **specified** days nor **within** the **following** two days, actual commencement shall be considered a change **in** normal scheduled hours and subject to all the principles of **establishing** shift work.

- (d) **Three-shift** work for normal day workers shall be **established** for a **minimum period** of three days or more on an eight-hour **shift** basis commencing on any day in the week.
- (e) The appropriate premium rates shall be paid for work in excess of eight hours on a daily shift basis, Monday to Friday, inclusive.
- (f) The appropriate premium rates shall be paid for all scheduled work on Saturdays, Sundays and statutory holidays.
- (g) **Management will determine the number of hours to be covered by shift work.**

Subject to the same **notice** and conditions for three-shift work, two-shift work may be introduced on either an eight hour basis. ***The preference of 70% of the affected staff for a particular shift schedule in the classification(s) will be considered to be the preference of the classification(s). The vote will be administered by the local Chief Steward.***

Shift work on a ten hour basis shall be established in accordance **with Part 'B', Item 4.0.**

- (h) Change **in shift** conforming **with** the preceding **regulations** shall be deemed to be a change in normal scheduled hours.
- (i) Shift work will be equitably rotated amongst **qualified** staff **with** each shift being rotated on a weekly or **bi-weekly** basis.
- (j) Prior to implementation of shift work, a schedule shall be posted and a copy shall be given to the appropriate steward stating the group, the reason for shift work and the estimated length of the work period involved.

- (k) Employees on shift work shall have a paid meal period and shall eat their meal during the shift hours as conditions permit.

2.4 Weekly-Rated Employees

The normal work week for janitors and vehicle services attendants shall be 40 hours.

3.0 DIFFERENTIAL FOR SHIFT WORE TRADESPERSONS AND STATIONARY ENGINEERS

Shift differentials shall apply to employees required to work on a three-shift schedule or a two-shift schedule. The first part of a three-shift or a two-shift schedule shall begin at normal starting time.

A shift differential of 60 cents per hour shall be paid to employees who are scheduled to work between the hours of 1600 and 2400.

A shift differential of 80 cents per hour shall be paid to employees who are scheduled to work between the hours of 0000 to 0800.

For Regular part-time and Temporary part-time employees, shift differential is not applicable when the shift starts and ends between the hours of 0700 and 1800.

The wage schedule rates for the following classifications are deemed to include full payment for the normal hours and days of work as shown in their schedule and shift differentials shall not apply:

Janitor 'AA'

Janitor 'A'

The appropriate shift differential shall be paid for the first eight hours of each scheduled shift on any regular scheduled day of work and shall not apply for any overtime hours. When premium time is involved for payment of shift work, the premium rate shall be computed on the standard basic rate, excluding shift differential [see Subsection 2.2.5(e)].

4.0 TEN-HOUR SHIFT PROVISIONS FOR MAINTENANCE TRADES STAFF

This item applied to Maintenance Trades Staff assigned to shift work under Part B, Items 2.2.1, 2.2.2, 2.2.3 and 2.3.

- 4.1 Ten hour shifts shall be implemented when it is mutually agreeable to the Company and 70% of affected staff.**

Where the Company deems *there* are reasons not to implement ten-hour shifts, *these* reasons will be provided to the Chief Steward.

- 4.2** The normal hours of work for non-time balanced ten-hour shifts are 40 per pay week. Staff involved shall work ten hours per shift Monday, Tuesday, Wednesday and Thursday at straight time (banked two hours per day for total eight hours) which may be performed within the following shift windows:

1st shift – 06:00 hours to 18:00 hours
2nd shift – 14:00 hours to 02:00 hours

Shift differential

1st shift – no shift differential
2nd shift – 64 cents per hour

Part B, Item 3.0 shall not apply to ten-hour shifts.

- 4.3** The appropriate premium rates shall be paid for work in excess of ten-hours per shift on a daily basis Monday to Thursday inclusive.

If it is necessary for employees to work on Friday, it will be paid at one and one-half times the employee's basic rate for the first four hours worked and two times the employee's basic rate for all additional hours worked.

The appropriate premium rates shall be paid for all scheduled work on Saturdays, Sundays, and statutory holidays.

- 4.4** Ten-hour shift provisions shall not apply to work weeks containing one or more statutory holidays.

- 4.5** For staff assigned to shift work under Part B, Item 2.2.1, 2.2.2 and 2.2.3, all other provisions of Part B, Item 2.2 except 2.2.5(d), 2.2.5(e) and 2.2.6 shall apply to ten-hour shifts.

- 4.6** For staff assigned to shift work under Part B, Item 2.3, all other provisions of Part B, Item 2.3 except 2.3.3(D), 2.3.3(e) and 2.3.3(f) shall apply to ten-hour shifts.

- 4.7.1** The following items will be credited for pay purposes on an hour-for-hour basis. In the application of undernoted items 1, 2, 3 and 4, a reference under the appropriate

contract **provision** to “day’s” entitlement will mean eight **(8)** hours. Therefore, a ten-hour **shift** will constitute one and a quarter days **deducted from credits**.

- 1) *Vacation*
- 2) **Floating Holiday**
- 3) **Sick Leave**
- 4) **Leave of Absence**
- 5) **Travelling Time Outside Normal Working Hours**
- 6) **Payment for Temporary Supervision**
- 7) **Time Charges and Expenses – Union Representation**

4.7.2 When an **employee** is scheduled to work a ten-hour **shift** and one of the **underrated** conditions occurs, a “day” will be considered to be ten **(10)** hours.

- 1) **Jury Duty**
- 2) **Funerals**
- 3) **Moving Day**

5.0 OVERTIME HOURLY-RATED EMPLOYEES OTHER THAN STATIONARY ENGINEERS

5.1 Due to the nature of the Company operations, some employees will be required to work overtime. Overtime will be **minimized** and managed within the **limits** of corporate effectiveness and customer Impact. In recognition of employee **well-being** and inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees. 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.

5.2 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 four clock hours after normal quitting time, Monday to Friday inclusive.
2. **Two** times the employee’s basic rate shall be paid for:

All work performed outside of the first four clock hours after normal quitting **time**, Monday to Friday inclusive.

All work performed on Saturday, Sunday and statutory holidays.

3. When less than **48** hours' notice has been provided and an extra trip to the work location has been made to work overtime, time shall be counted from the time the employee leaves his/her home until he/she returns.

5.3 Overtime Cancellation Payments

All **overtime** cancelled within **48** hours of its scheduled commencement shall result in a cancellation payment of two hours at **straight** time rate except in the following circumstances:

1. Overtime arranged during normal scheduled hours as an extension to those normal scheduled hours requires no cancellation payments.
2. Overtime arranged as an extension before the normal hours of work requires no cancellation payment **if** cancelled with more than **16** hours' notice prior to its commencement.

5.4 Overtime **Minimum Payments**

All overtime performed, or reported for due to lack of notice of cancellation, shall result in a minimum payment of the greater of four hours at straight **time** pay or the actual **time** worked at the appropriate premium rate, except in the following circumstances:

1. **Overtime** arranged during normal working hours and worked as an extension before and/or after the employee's normal hours of work requires no **minimum** payment.
2. When short call-outs are repeated **within** one hour of the completion of a previous call-out for which the minimum was paid, no additional minimum payment is required.
3. For overtime call-outs occurring less than two hours before the commencement of normal starting time, the minimum **will** not apply and the appropriate premium rate **will** be paid continuously from call-out **time until** normal starting **time**.

6.0 SPECIAL PROVISIONS CONCERNING OVERTIME

1. Because an employee was required to work overtime or because he/she lost time **in** changing shifts, he/she shall

not be prevented from **working** his/her total number of normal daffy hours in any normal scheduled day of work. If the employee cannot be supplied **with** the work required to make up the eight hours' work in that day, his/her pay shall be adjusted to provide a minimum of eight hours' work.

2. If an employee who has worked **overtime** is physically capable and the gang of which he/she is ordinarily a **member** is at work, he/she **shall** not be deprived of the opportunity of working his/her **normal** scheduled hours in addition to the overtime he/she may have worked.
3. An employee who has accumulated overtime hours shall receive this, in earnings, calculated at the appropriate premium rate and cannot be required to take time off in lieu of payment.
4. Employees who have worked overtime qualify for a rest period based on the following:

1. An employee who is required to work **continuously** for more than **16** hours, or an employee who accumulates **16** hours of **working** time in any **24-hour** period without a minimum five-hour continuous break between **2300** and **0700** hours, shall be entitled to an eight-hour rest period. **Time** spent for meals may be deducted **from** the total elapsed time but is not to be considered as breaking the **continuity** of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work he/she shall be paid at straight time rates for the portion of the rest period which extends **into** the normal scheduled hours. This is **in** addition to the overtime worked.

Should the employee be required to continue working beyond the above **16-hour** work periods, the employee shall be **paid** two **times** his/her normal basic rate **until** an eight-hour rest period is granted.

Should an employee be released before **16** hours have elapsed, he/she will not be entitled to an eight-hour rest period, and his/her right to continue work at **straight time will** be governed by Section **6.0(2.)**, above.

2. An employee on day work who is required to work 4 but less than 6 accumulative **overtime** hours between the hours of **2300** and **0700** shall be entitled to a 4 hour rest period.
3. An employee on day work who is required to work 6 or greater **accumulative** overtime hours between the hours of **2300** and **0700** shall be entitled to an 8 hour rest period.
4. If the rest period In 2 and 3 above extends into the employee's normal scheduled hours of work, he/she shall be paid at straight **time** rates for the portion of the rest period which extends into the normal scheduled hours. Should the employee be required to **continue working** during normal scheduled hours, the employee shall be paid at two times his/her normal basic rate until the rest period is granted.
5. In computing overtime for hourly-rated employees on **shift** work, excluding stationary engineers, **4th** class, one and one-half **times** the employee's basic rate shall be paid for all work performed during the four-hour period following the scheduled **shift** and two times the employee's basic rate shall be paid for all work performed during the **12-hour** period **prior** to the start of the scheduled **shift**, Monday to Friday Inclusive. **All** work performed on Saturday, Sunday and statutory **holidays** shall be **paid** at two times the employee's basic rate.
6. Equivalent **Time** Off Without Pay: See Part 'A'. Section **10.2**.
7. **Overtime** Weekly-Rated: The following trades weekly-rated **classifications** shall receive overtime **in** accordance with the "Premium Payments" section of Part '**B**', Item **5.0** for all work In excess of the indicated hours:
 - (a) In excess of eight hours In a day; janitorial staff and vehicle services attendants.
8. **Overtime - Regular Part-Time and Temporary Part Time Employees**

Overtime is **defined** as:

- (a) Hours worked which are in excess of the normal daily hours of the classification. The premium payment for such work is one and one-half **times** the employee's basic rate for all work performed during the first four clock hours **after** the normal quitting time of the **classification**, and two times the employee's basic rate for all work performed outside of the first four clock hours after the **classification's** normal **quitting time**.

and/or

- (b) Hours worked **in** excess of **24 in** a week. The premium payment for such work is one and one-half times the employee's basic rate for the **first** four hours worked in a day. **Two** times the employee's basic rate for all work performed in excess of four hours in a day.

and/or

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

7.0 STANDBY. SERVICE DUTY AND ON-CALL

Employees may be placed, as required, outside of their regular **working** hours on any one of three types of special duty, depending on the nature of the anticipated work and the extent to which their **freedom** must be restricted, as follows:

7.1 standby

Employees on standby shall remain at a **specified point from which** they shall be ready to proceed to their work location immediately upon receipt of **instructions**. Their freedom is restricted to the same degree as if they were being held at their regular work headquarters pending issuance of work instructions, and they are considered for all intents and purposes to be already on the job.

Any employee of the Company may be required to perform **this** type of **service**, for which payment **will** be made at the rate appropriate to the particular situation.

7.2 Service Duty

The work of employees on service duty is generally but not necessarily always **confined** to that of **maintaining** service to customers of areas, **maintaining** transmission circuits.

There are two types of **service** duty, namely, telephone answering service and trouble **call** service.

Telephone Answering Service: Telephone answering service applies to an employee who is required to remain available outside of normal **office** hours for the **specific** purpose of answering telephone calls in **connection with** customer **service** trouble, and to report this trouble to the appropriately delegated **person(s)**. Where this type of **service** is required, it is allocated on a weekly basis and for each particular location must be equitably rotated among all suitably **qualified** members of the **line** staff, exclusive of **non-working supervisors**, except in cases when such personnel are not available. Under these circumstances, it shall be the Company's prerogative to **detail** any employees for **service** as required. Except in cases of emergency an employee on telephone answering service duty shall not leave his/her telephone to perform other work.

Trouble Call Service: Trouble call service is that performed by an employee who is required to hold himself/herself readily available **within** a reasonable length of time outside of normally scheduled hours for dispatch to trouble **clearing** work generally. When required, one or more employees shall be delegated per area to trouble **call** service. on a weekly or weekend basis. Work so delegated in areas **will** be equitably rotated among all suitably qualified members of the line staff, exclusive of non-working **supervisors**. In addition to those delegated to trouble call service duty on a **weekly** basis, it may be found desirable from **time to time** to augment the number on trouble call service by **additional** delegation for periods of one day or more. When such action is necessary, employees will only be required to accept such duty against their wishes if **sufficient** volunteers cannot be obtained.

Special **Hours of Work Provision (Lines):**

Unless renewed by the parties, the following expires March 31, 2001.

Between May 1st and October 31st the employees referred to above in the Trouble Call Service provision may, with seven (7) days notice, have their hours of work established as follows:

- I. 12:00 hours to 20:00 hours Monday to Friday or,**
II. by mutual local agreement, 10:00 hours to 20:00 hours Monday to Thursday.

Such hours will be equitably rotated among all **qualified employees**, as per their **on-call** schedule.

These employees will not be required to work more **than one (1) rotation of these hours in a four (4) week period.**

These **employees** will eat on the job in the **minimum amount of time.** Such time will not be deducted **from** the employees' pay.

These employees will receive two **(2)** times the **payment** for service **duty** as described in Part **'B', Item 7.2.**

These **employees may** be assigned work other than the trouble clearing work **they** normally perform. All hours worked outside of the **12:00 hours to 20:00 hours or the 10:00 hours to 20:00 hours** will be compensated at two **(2)** times their base hourly rate.

Payment for Service Duty: The rate of pay for service duty of both types to be computed one half **(1/2)** hour at the employee's basic hourly rate per day, except for Saturdays, Sundays and statutory holidays when the rate **will** be one **(1)** hour at the employee's basic hourly rate per day. This rate includes payment for the use of the employee's telephone. An employee required to report for work **while** on trouble call, service duty shall be paid for his/her working time **in** accordance **with** the standard regulations governing overtime work, including the **regulation** governing work performed on a "short-call" basis.

7.3 On-Call

On-Call is the term used to cover trouble call service performed by station maintenance **personnel, Customer Service Representatives I,** Customer Service Representatives, Cable Crew Trades Staff, and hourly rated mechanics and electricians in the Operation and Maintenance **Section** of the Workplace Services Division who, because of their **limited** numbers and the resultant increased frequency **with** which they are required to perform service duty, are allowed up to a maximum of two hours between the time they are called and the **time** when they report for work. **In** all other respects, including rates of payment, on-call and trouble call service are **identical.**

Hourly rated mechanics and electricians in the Operation and Maintenance **Section** of the Workplace Services Division and Cable Crew Trades Staff **will** be assigned to on-call duty only **if sufficient** volunteers cannot be obtained. On-call duty by *Customer Service Representatives* I and Customer Service Representatives will be on a purely voluntary, individual basis.

7.4 Provisions for Telephones

Telephone service to such designated employees deemed necessary by the Company shall be in accordance *with Mid-Term Agreement MT-1*.

7.5 When an employee is on service duty or on-call a paging device will be supplied where such service is available and experience in that area has proven it **will** provide a reliable service.

8.0 TRAVELLING TIME TO AND FROM THE JOB

Hourly-rated employees shall travel from their headquarters to and from the job on Company time. The word "headquarters" shall be for the purpose of **this** item "where the employee normally reports for work".

9.0 HEADQUARTERS

Headquarters, as referred to herein, means the **building** or point designated by the Company at which the employees are expected to report for work or to assemble for preparation for leaving for work at outside points. Employees moving from point to point, as in the case of regional **maintainers** - lines and forestry, may have temporary headquarters **established** at some hotel or boarding place or some garage at **which** the truck **is** kept and at which the employees are to assemble.

10.0 WELDERS

Welders who hold welder "A" certificates issued by the Company and who hold an **identification** card issued by the Ontario **Ministry** of Consumer and Commercial Relations and who are required to perform **first** class work shall be classified as welder "A" in group **01** of wage schedule for tradespersons. Welders who do not meet the requirements of welder "A" shall be **classified** as welder "B" in group **02** of wage schedule for tradespersons.

11.0 MARINE VESSELS

During normal scheduled hours, if an employee is called upon to operate a boat 7.92 m (26 feet) in length or more, he/she shall be paid the Boat Operator rate for 8 hours.

12.0 CARPENTER SPECIAL

Carpenters performing duties requiring a higher skill than those normally required of a journeyman carpenter such as cabinet making, model making, or the fabrication of scroll cases, will be classified as journeyman "AA" of trade group 02.

13.0 TRUCK DRIVERS' CLASSIFICATION

Class I • Operates any vehicle or combination of vehicle and trailer with a Gross Vehicle Weight (GVW) of greater than 28,000 pounds (12,700 kg)

Class II • Operates any vehicle or combination of vehicle and trailer with a GVW of greater than 9,000 pounds (4,082 kg) but not greater than 28,000 pounds (12,700 kg)

NOTE

Any Class II vehicle equipped with a hydraulic radial boom derrick or hydraulically operated articulated or telescopic aerial devices will be classified as Class I.

Class III • Operates any vehicle or combination of vehicle and trailer with a GVW of greater than 5,000 pounds (2,268 kg) but not greater than 9,000 pounds (4,082 kg).

NOTE

Any Class III vehicle with a snowplow installed on it will be classified as Class II.

13.1 Truck Driver Classification Vacancies

In filling class I truck driver vacancies, the most senior class II truck driver in that region will be given the first opportunity.

In filling class II truck driver vacancies, the most senior class III truck driver in that area will be given the first opportunity.

Replacement of a vehicle by one of a different class or **modifications** due to the addition or removal of equipment which affects the truck classification shall not be deemed to create a vacancy or a surplus. When such replacement requires a change in the **classification** of the driver, the driver position shall be **filled** as follows:

1. When the position is upgraded, the most senior truck driver in the next lower classification in the area will be given the **first** opportunity, on a probationary basis, to reach an acceptable level of performance.
2. When the position is downgraded, the most junior truck driver in the **classification** affected, in the area, will be downgraded.

14.0 ASSIGNMENT TO A HIGHER-RATED CLASSIFICATION

An employee who is presently in the top step of his/her job when temporarily stepped up to work in a higher-rated classification, shall receive the top rate of that **classification**.

15.0 JOURNEYPERSON "AA"

A **journeyperson** tradesperson who is required to work at another trade requiring skills of a level equal to or greater than his/her own trade shall be entitled to **journeyperson 'AA'** rating for a minimum of eight hours.

If a journeyperson tradesperson receives the **journeyperson 'AA'** rate for any part of a day during **40** days or more in any calendar year, he/she will be appointed and paid as a **journeyperson 'AA'** for that entire calendar year.

If the **journeyperson 'AA'** rate is paid for more than **50%** of a calendar year to the members of a crew, for a specific trade, one of the members of the crew will be appointed and paid as a journeyperson 'AA' for that entire calendar year.

Journeyperson "AA" will not be applicable to Regional Maintainer classifications.

16.0 APPRENTICES

Upon completion of their learner apprenticeship training, apprentices shall be entitled to all the benefits afforded a regular employee as outlined in Part 'A, Section **23.0**.

17.0 CONTRACT MONITORING

Employees required to monitor the quantity, quality and/or safety of contractors work shall be paid five percent (5%) above the **journey**person rate of his/her trade. This rate **will** not be applicable to Regional Maintainer classifications.

18.0 SUPERVISORY RESPONSIBILITIES

Many factors are involved in trades supervision. The depth of involvement in these factors **defines** the level of supervision required. There are three levels of regular supervision within union jurisdiction. These are: union trades supervisor - level **3**, union trades supervisor - level **2** and union trades supervisor - level **1**. The responsibilities associated with each of these levels are set out in the "Trades Responsibilities and Supervisory Criteria" dated July **15, 1968**, which is an appendix to this Agreement.

18.1 Tradesperson Responsibilities

A tradesperson is required to exercise judgment and control over his/her own actions so that the assigned work may be performed safely, **efficiently**, and effectively, and with consideration of its effect on others.

In a work situation, a **journey**person will be responsible only for his/her own work and the work and training of one apprentice or helper. However, for the purposes of training, a **journey**person may be required to teach trade skills of a specific task to more than one apprentice or **journey**person at one time. During such a teaching situation, the **journey**person is responsible, **only**, for the demonstration of trade skills and not for the work of the apprentices or **journey**person involved.

Related to the above, a "helper" is a person of lower **classification** than the tradesperson he/she is assisting; and "apprentice" is a person of lower classification than **journey**person progression in a trade.

18.2 Supervisory Responsibilities of a Union Trades supervisor - Level 3

A union trades supervisor - level 3 supervises an assigned crew on specific jobs and does so for periods up to **five** days without face-to-face contact with his/her supervisor who will carry out the higher responsibilities of the job. Less frequent contact requires that the union trades supervisor - level 3 be paid at the appropriate

supervisor rate. He/she performs physical work activities. This classification is paid at a rate which is eight percent (8%) above the **journeyperson** rate of his/her trade or eight percent (8%) above the **journeyperson** rate of the highest trade supervised, whichever is the greater.

For the purposes of this item, if either the supervisor or the employees being supervised are receiving a **Journeyperson** "AA" rate, this rate will be used in determining the appropriate Union Trades Supervisor rate.

18.3 Supervisory Responsibilities of a Union Trades Supervisor - Level 2

A union trades supervisor - level 2 supervises staff on a continuing basis to carry out a given work program. He/she performs physical work activities. This classification is paid at a rate which is 17 percent (17%) above the **journeyperson** rate of his/her trade or 17 percent (17%) above the **journeyperson** rate of the highest trade supervised, whichever is the greater.

For the purposes of this item, if either the supervisor or the employees being supervised are receiving a **Journeyperson** "AA" rate, this rate will be used in determining the appropriate Union Trades Supervisor rate.

18.4 Supervisory Responsibilities of a Union Trades Supervisor - Level 1

A union trades supervisor - level 1 performs the complete supervisory responsibilities over a trade staff. He/she performs physical work activities. This classification is paid at a rate which is 22 percent (22%) above the **journeyperson** rate of his/her trade or 22 percent (22%) above the **journeyperson** rate of the highest trade supervised, whichever is the greater.

For the purposes of this item, if either the supervisor or the employees being supervised are receiving a **Journeyperson** "AA" rate, this rate will be used in determining the appropriate Union Trades Supervisor rate.

18.5 Supervisory Responsibilities of a Management Supervisor

A management supervisor's responsibilities are of a supervisory nature as described in the Trades Responsibilities and Supervisory Criteria. Normally, they must not take the place of skilled workers. In the event that an emergency work condition arises, skilled help

should be called in. However, where suitable skilled help is not available at the required time, supervisors are expected to perform whatever duties are necessary. The foregoing is not intended to prohibit the supervisor from using the tools of the trade for training purposes.

19.0 PAYMENT FOR TEMPORARY SUPERVISION

Overall supervision of a crew is provided by a supervisor and/or union trades supervisor - level 3 carrying out the appropriate responsibilities set out in **18.2** to **18.5**. However, a crew may be assigned a task without a regular supervisor in attendance, in which case a temporary supervisor may be appointed. In such instances, any responsibility for supervision must be assigned, it cannot be assumed. When so assigned, the level of supervision to be performed and paid must be designated in accordance with Section **18.0**, above.

Employees shall not be held accountable for more than **journeyperson** responsibilities that have not been assigned.

Where no regular supervisor is on a job the following shall apply:

1. Where a journeyperson is responsible for one helper or one apprentice, there shall be no payment for supervision.
2. Where two **journeypersons** are working together and each is responsible for his/her own work, there shall be no payment for **supervision**. However, where a **journeyperson** is held responsible for the work of another tradesperson, other than a helper, he/she shall be appointed and paid as a lead hand or union trades supervisor - level **3**. A lead hand shall be paid for assigned responsibilities in excess of two hours per day, in which case he/she shall be paid **five percent (5%)** above the **journeyperson** rate of his/her trade, or five percent (**5%**) above the **journeyperson** rate of the highest trade supervised, whichever is greater, for a minimum of four hours, or the actual hours worked as a lead hand, whichever is greater. Lead hand responsibilities are as appended to the "Trades Responsibilities and Supervisory Criteria" document. Lead Hand rate will not be applicable to Regional Maintainer **classifications**.
3. Where a group of employees are working at a location on jobs which are independent of one another and planned by a supervisor so that no coordination of their activities is required, additional supervision will not be required.

Where the job is being performed by three or more employees, one of them shall be appointed and paid as a union trades supervisor - level 3 or level 2. In such cases if he/she supervises for more than two hours in a day he/she shall be paid the supervisor rate for a minimum of four hours or the actual hours he/she supervises, whichever is greater.

19.1 Schedule of Payment for Relief Supervision in an Established Position

The following schedule shows the rate to be paid for employees relieving a supervisor. The column figures represent the percentage to be paid above the basic journeyman rate.

Classification Performed			
Regular Classification	Level 3 Supervisor	Level 2 Union or Management Supervisor	Level 1 Union or Management Supervisor
Journeyman	8	17	22
Level 3 Supervisor		17	22
Level 2 Supervisor		17	22
Level 1 Supervisor			22

19.2 Payment for Supervision • Motorized Forestry Spray Operation

In the **Company's** motorized spraying operations, each work group, clearly separated, will be supervised by a **qualified** forestry tradesperson.

In all cases of such supervision, the concerned qualified forestry tradesperson shall be paid at least eight percent (**8%**) more than his/her existing rate, or of the rate of the highest tradesperson supervised, whichever is the greater.

19.3 Service Truck Supervision

1. When more than two employees constitute the work crew on a service truck, the person in charge shall be deemed to be providing supervision and shall be temporarily **reclassified** to the appropriate supervisory rate (union trades supervisor - level 3 or working supervisor).

2. Payment of a supervisory rate (union trades supervisor - level 3 or working supervisor) while **in** charge of a service truck will be based on the following:

If the total daily hours where supervision is provided are:

- (a) Less than one hour - no payment at **supervisory** rate.
- (b) One hour to four hours - **four hours at the** appropriate rate.
- (c) More than four hours - eight hours at the appropriate supervisory rate.

20.0 ADVERSE WEATHER

When in the Company's opinion the weather is unduly adverse, employees shall not normally be required to work outside and the following shall apply:

20.1 Regular Employees

Regular employees shall **within** normal scheduled hours be provided with inside work.

20.2 Regular-Seasonal Employees

Employees who have attained regular-seasonal status in accordance with Part 'A'. Item **2.0**, and continue to be employed on a seasonal basis shall be entitled to a half day's pay per day or pay for actual hours worked or held whichever is the greater, providing the employee reports for work.

20.3 Temporary Employees

Two hours' pay **will** be allowed when a temporary employee reports and is prepared to remain for two hours at his/her place of work and is prevented **from** working due to unduly adverse weather.

If a temporary employee is required to remain at his/her place of work longer than two hours, he/she shall be paid for all the time he/she is required to stay on the job.

**21.0 POWERLINE GROUND ASSISTANTS, HANDYPERSONS
AND LABOURERS PROHIBITED FROM CLIMBING**

Powerline Ground Assistants, handypersons and labourers are prohibited from climbing poles, towers or structures used for transmitting electrical energy for the purpose of doing work which is properly the work of tradespersons.

This will not prohibit numbering poles or painting structures, **which** does not involve exposure to live equipment hazard.

22.0 ACTING IN VACANCIES

All acting positions are to be limited to **90** days unless extensions are agreed to by the Company and the **Chief Steward** of the Union. Pending the arrival of the successful applicant and his/her assuming of the normal duties, the acting incumbent who is performing the normal duties and responsibilities of an "acting" position shall receive the rate for the position.

23.0 MOBILE EQUIPMENT

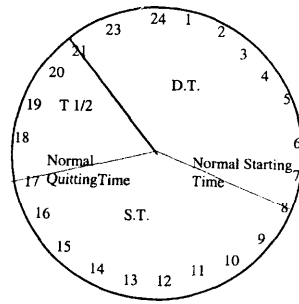
The Company undertakes to continue the investigation of the problems connected with suitable mobile equipment for the transportation of employees and undertakes to get employees from headquarters to work and back without exposing them to undue physical danger and with reasonable protection from the weather.

**24.0 REGIONAL MAINTAINER - ELECTRICAL TRAINING
COURSE**

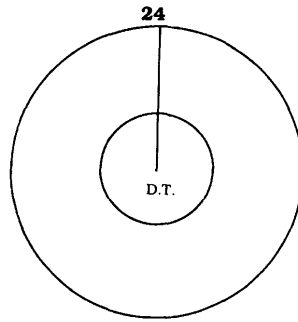
Electrical tradespersons who are not specifically required to take the Regional Maintainer - Electrical Training Course may make application to attend and participate in the Conference and Training Facility portion of this course.

OVERTIME TABLE - HOURLY RATED EMPLOYEES

Monday to Friday



Saturday, Sunday, & Statutory Holiday



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

GRADE	TRADE	STEP 0*	STEP 1	STEP 2	STEP 3	STEP 4	UTS SUPV	
							LVL 3 STEP 7	LEVEL 2 STEP 8
01	Cameraperson, Litho Press Operator I		27.23	27.94	28.66		30.95	
04	Micrographic Worker II, Film Quality Inspector, Photo compositor I, Press Operator			23.09	24.54		26.50	28.71

Advancement through trade groups is not automatic

* First increase after 6 months

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

- (1) All jobs on Wage Schedule 24 will be advertised within the Reproduction and Graphics Services Department when they become vacant
- (2) Step 1 does not apply to the classification of Cameraperson.

Compensation Benefits & Health Services
 Effective **March 30, 2000**
 Revised

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

GRADE (GROUP)	TRADE	LEARNER			IMPROVER			JPER	AA	UTS	UTS
		STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
01	Customer Service Representative 'A'; Electrician; Filter Mechanic; Instrument Mechanic; Powerline Maintainer; Machinist; Mechanic 'A'; P.M. Electrician 'A'; Welder 'A' Cable Splicer. (2)	16.15	17.50	18.84	20.19	21.54	24.23	26.92	28.27	29.07	
02	Bulking Mechanic; Carpenter; Crane Operator (Licensed) 20 tons and over; Forester; Mechanic; Mechanic B (1); Meter Mechanic; P.M. Electrician B; Pipeliner; Tinsmith; Rigger; Welder B; Underground Cable Stakeout Person; Power Equipment Component Refinisher. (2)	15.62	16.93	18.23	19.53	21.35	23.59	26.04	27.34	28.12	
03	Asst Mechanic; Crane Operator (licensed) 8 tons and under 20 tons; Customer Service Representative; Mechanic C (1); Meter Repairer; Painter; Tool & Equipment Repair Person. (3) Regional Site Maintenance Person (3A) Assistant Power Maintenance Electrician (15.24	16.86	18.48	21.46	24.90	25.31		26.15	26.89	27.33
04	Assistant Power Maintenance Electrician Crane Operator (Licensed) under 8 tons; Maintenance Worker; Meter Reader; Asst Cable Splicer. (3)	15.26	16.68	18.49	23.77			24.96	25.67		
05	Handyperson (4) WSO Handyperson	15.26	19.55	21.55	22.63				23.27		
06	Powerline Ground Assistant	19.58	20.68	21.75	22.84				23.49		
07	Powerline Maintainer Special (5)	24.90									
08	Labourer (6)	15.26	17.64	19.60				21.17	22.93		

See Page 2 for Explanatory Notes.

BR.

Comparison, Benefits & Health Services Effective: March 30, 2000 Revised

NOTE:

- (1) Advancement from Mechanic C to B or A is not automatic.
- (2) For all Trade Group 1 and 2 jobs, progressions are on 6-month intervals until step 4 is reached and are then on an anniversary basis until Journeyman level is reached.
- (3) For all Trade Group 3 and 4 jobs, first increase six months after start, second increase twelve months after starting date. All other progressions are on an anniversary basis until Journeyman level is reached.
- (3A) Step 5 is used for Regional Site Maintenance employees who are required to hold a valid MOEE Herbicide Land Extirminator Class 01 licence. The base rate for Step 5 will be 41 cents per hour above Step 4, retroactive to January 1, 1999.
- (4) First increase six months after starting date.
- (5) Not a hiring classification. Restricted for use of retrogressed Powerline Maintainers or former Rural Linemen who are not fully qualified to perform the duties of their present positions.
- (6) Progressions are on six (6) month intervals until Step 2 is reached.

Note: In the Trades' schedule, when an employee not at the maximum rate for his/her group is regressed, he/she will receive the rate of the corresponding year in the higher group and retain the same progression date.

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

Compensation, Benefits & Health Services
Effective: March 30, 2000
Revised:

**HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 26 - WORKING SUPERVISORS
- Dollars per Hour**

SCHEDULE 26			
TRADE GROUP	GRADE	GROUP 1	GROUP 2
		STEP 1	STEP 2
01	01	31.50	32.84
02	02	30.47	31.77
03	03	29.13	30.38
03	3A	29.61	30.88
04	04	27.81	29.00
05	05	25.21	26.29

SCHEDULE 27			
TRADE GROUP	GRADE	GROUP 1	GROUP 2
		STEP 1	STEP 2
01	11	33.24	34.66
02	12	30.48	31.78
03	13	29.13	30.38
04	14	27.79	28.98
05	15	23.70	24.72

SCHEDULE 28			
TRADE GROUP	GRADE	GROUP 1	GROUP 2
		STEP 1	STEP 2
01	21	34.01	35.47
02	22	31.99	33.35

These grades are applicable to PWU Supervisors who supervise employees paid from Schedules 25, 27 and 28 and for union members who relieve in Trades Supervisory positions.

Group 1 is the hourly rate for union Supervisors Level 2. It is also applicable to union members relieving in union Supervisors Level 2 positions or union members relieving in Level 2 Trades Supervisory Positions. Rate is based on PWU Journeyman Rate, Regional Maintainer 1 Rate or WSD Civil Maintainer 1 Rate x 1.17.

Group 2 is the hourly rate for union Supervisors Level 1. It is also applicable to union members relieving in union Supervisors Level 1 positions or union members relieving in Level 1 Trades Supervisory Positions. Rate is based on PWU Journeyman Rate, Regional Maintainer 1 Rate or WSD Civil Maintainer 1 Rate x 1.22.
Civil Maintainer 1 Rate x 1.22.

Trade Group 3, Grade 3A applicable to Schedule 25 (Group 03, Step 5)

Compensation, Benefits & Health Services
Effective: March 30, 2000
Revised:

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

GRADE (GROUP)	TRADE	LEARNER				IMPROVER			JPER		UTS
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 1	STEP 2	STEP 3	STEP 1	STEP 2	
01	Regional Field Mechanic; Transport & Work Equipment Mechanic (1)	17.05	18.47	19.89	21.31	22.73	24.15	25.57	26.99	28.41	30.68
07	Autobody Fabricator; Hydraulics & Automotive Mechanic	16.15	17.50	18.84	20.19	21.54	22.88	24.23	26.05	26.92	29.07
02	Regional Shop Mechanic; Transport Mechanic; Work Equipment Mechanic; Auto Body Repairer (1)	15.63	16.93	18.24	19.54	21.30	22.92	24.49	26.05		28.13
03	Automotive Painter (2)	15.24	16.86	18.48	21.46	24.90					26.89
06	Fuel and Electrical Systems Mechanic (3)	15.24	16.86	18.48	21.46	24.90					26.89
04	Accessories Installer	15.32	16.91	18.50	23.75						25.65
05	Service Station Attendant	15.13	16.67	20.20							21.88

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

NOTES:

- (1) For all Trade Group 1 and 2 jobs, progressions are on 6-month intervals until Step 4 is reached and are then on an anniversary basis until Journeyman level is reached.
- (2) For Trade Group 3 jobs, progressions are on 6-month intervals until Journeyman level is reached.
- (3) For Trade Group 6 jobs, progressions are on 6-month intervals until Step 2 is reached and are then on an anniversary basis until Journeyman level is reached.

Compensation, Benefits & Health Services
Effective: **March 30, 2000**
Revised

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

GRADE (GROUP)	TRADE	LEARNER			IMPROVER			REGIONAL MAINTAINER 1		REG	UTS
		STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	MAIN 1	LVL 3
01	Regional Maintainer - Liner; Regional Maintainer - Electrical; Regional Maintainer - Mechanical; Regional Maintainer - Cable Splicer; Customer Service Representative - I	16.15	17.50	18.64	20.19	21.54	24.23	26.92	28.00	29.07	31.40
02	Regional Maintainer - Civil; Regional Maintainer - Forestry;	LEARNER			IMPROVER			REGIONAL OR WSO		UTS	
		STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	MAIN 2	MAIN 1	LVL 3	STEP 8
		15.62	16.93	18.23	19.53	21.35	23.59	26.04	27.34		29.53

NOTE:
Progressions are on 6-month intervals until step 4 is reached and are then on an anniversary basis until the Maintainer 1 level is reached.
All progressions shall be in accordance with Item 3 of Part A.

UTS (Union Funded Services)

Compensation, Benefits & Health Services
Effective March 30, 2000
Revised



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

GRADE	TITLE	STEP 0*	STEP 1	STEP 2	STEP 3	UTS LVLS STEP 4	SUPV LEVEL 2 STEP 5
16	Janitor 'A'		741.24	810.10		874.91	947.82

* First increase 6 months after starting date.

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

Compensation, Benefits & Health Services
Effective March 30, 2000
Revised

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

GRADE	TITLE	STEP 0	STEP 1	STEP 2	STEP 3	UTS SUPV	
						LV1.1	LV1.2
04	Office Cleaner**	15.78				17.04	
10	Truck Driver Class 3	20.11	21.03	21.55			
11	Truck Driver Class 2	21.05	21.67	22.32			
12	Truck Driver Class 1	21.59	22.54	23.60			
16	Stockkeeper Helper		20.24	21.21	22.05		
18	Stockhandler		21.04	21.97	22.60	24.41	26.44
19	Forklift Operator		21.51	22.45	23.10		27.03
21	Stockkeeper		23.98	24.66	25.16	27.17	29.44
30	Material Handler 'B'		21.04	21.97	22.60	24.41	26.44
31	Material Handler 'A'		21.51	22.45	23.10	24.95	27.03

* First increase six months after starting date.
** 27.5 hours per week.
All progressions shall be in accordance with Item 3 of Part A.

Compensation, Benefits & Health Services
Effective: March 30, 2000
Revised:

PART C
ELECTRICAL OPERATORS

C-1

TABLE OF CONTENTS
PART C
ELECTRICAL OPERATORS

1.0	WAGE RATES
2.0	HOURS OF WORK
3.0	DIFFERENTIAL FOR SHIFT WORK
4.0	TWELVE-HOUR SHIFTS - ELECTRICAL OPERATORS
5.0	FORTY-HOUR PER WEEK OPERATORS
6.0	SELECTION TO/ACTING IN VACANCIES
7.0	RELIEF WORK
8.0	OVERTIME
9.0	PREMIUM PAYMENTS
10.0	OPERATORS' ORGANIZATIONAL STRUCTURE
11.0	MOVING EXPENSES (RESERVE OPERATORS)
12.0	SUPERVISORY DUTIES
13.0	PLACEMENT OF RESERVE OPERATORS

PART C

ELECTRICAL OPERATORS

Specific Matters of Agreement

1.0 WAGE RATES

Operators will be paid on the basis of an hourly rate. Basic wage, shift bonus, and all premium time entitlement shall be at an hourly rate with balanced weekly payments of the basic wage.

Wage rates shall be in accordance with wage schedule 29 which is part of this Agreement.

2.0 HOURS OF WORK

The content, preparation, posting and administration of shift schedules is the sole responsibility of the Company.

The posting of master shift schedules will be done in a manner that considers the needs of both the employee and the Company.

2.1 Regular Operators - Fully Attended Stations

2.1.1 Master Work Schedule

A six-month master work schedule, averaging 40 hours per week, posted one month in advance, will be prepared and posted for every station, indicating the days, hours of work (shift) and operating position for each operator in that station. The master work schedule will provide a minimum of 16 hours off between eight hour shifts.

2.1.2 Time Balance

1. The master work schedule shall have the time balance adjusted for each operator to zero on April 30 and October 31. Statutory holidays occurring and vacation allowances taken during the respective periods shall be included when computing time balances.
2. Plus time balances on the above dates shall be paid for at premium rates of pay.
3. Minus time balances which occur as a result of implementing the provisions of 2.1.3(1), (4), 2.4.4 and 2.4.5

shall be worked off in the master work schedule in which they occur or the two-month period immediately following the **establishment** of the minus time, whichever is the greater.

2.1.3 Revisions to Master Work Schedule

Revisions to master work schedules should be done **in** a manner that mutually meets the needs of both the employee and **the** Company.

It **is** the Company's intent to minimise the impact of **revisions** to master work schedules on the affected employees consistent **with** good business practices.

This shall be accomplished by open discussion **with** all potentially affected employees to ensure:

the impact of disruption to the employee's previously **scheduled** time off is **considered** that employees **understand** the impact of **the** changes on the cost to the Company.

Master work schedules may be **subject** to **revisions** as follows:

1. Individual operators may be changed within the master **work schedule** for strengthening of shifts providing a **minimum** of seven days' notice is given. The **intention is** that such changes shall normally be of a permanent nature.

In the case of illness, which **would result** in a staff shortage, four **(4)** days' advance **notice will be given** when placing an employee on **shift**.

2. Supernumerary hours of work may be changed within a **calendar** day to supply relief providing a **minimum** notice of **16** non-working hours is **given** before the start of the first affected shift. If sufficient notice cannot be **provided**, this **change will** not be made.
3. With a minimum of four days' notice, supernumerary days of work may **be** interchanged **with** scheduled days off for purposes of **relief**, meetings (excluding **meetings involving** Union), interviews, short leaves of **absence**, **familiarization trips**, training programs and for **additional help** during heavy workload periods. If more than **four weeks** separates a **scheduled** supernumerary day from a scheduled day off or four

days' notice cannot be given then these may not be interchanged.

4. Once per schedule per operator and with a minimum of four days' notice an individual operator may be temporarily transferred from his/her master work schedule to the master work schedule of an operator who will be absent for at least ten working days. Seven days' notice will apply for subsequent temporary transfers. Such transfers shall be for the purpose of supplying relief for staff shortages due to transfers, leaves of absence or the absence of an operator involved in training as outlined in 2.4.5. An operator so transferred shall be required to assume the schedule of the absent operator and two days' notice shall be given when returning to his/her normal master work schedule.

A maximum of two additional regular operators may be temporarily transferred to fill in behind the relieving operator and their moves shall be governed by the foregoing of this item.

5. An individual operator's schedule on a master shift schedule may be changed without penalty, as a result of his/her request for an extension of his/her vacation as outlined in Part A Item 6.7(2).(d).

6. This item is to cover situations where relief in a position is required because of staff shortage occasioned by sickness, transfers, leaves, of absence or absence of an operator for training (as outlined in Item 2.4.5). The following methods for providing relief shall be used in the order of preference listed below:

- i) In a multi-position station, step-up staff within the station without changing the hours of work of those stepped-up.

This is readily applicable when all operators required to do the step-up are qualified. No notice or penalty is involved in stepping-up operators when their hours of work are not changed.

The above method may be combined with supernumerary time and/or supernumerary operating staff in accordance with the Collective Agreement to satisfactorily resolve the staff shortage.

- ii) Within a multi-position station, step-up one operator for each shortage in the higher position.

When **i)** above cannot be applied and when the shortage is anticipated to **exist** for ten working days or more, with seven days' notice (**once per schedule per operator - 4 day's notice**) an individual operator shall be temporarily **transferred** from his master work schedule to the master work schedule **of** the absent operator. **Two** days' notice shall be given to the stepped-up operator when returning to **his normal schedule**. A maximum **of two additional regular operators** may be temporarily transferred to **fill** in behind the relieving operator and their moves shall be governed by the foregoing of this item.

iii) Provide outside relief to fill the shortage.

When **ii)** above cannot be applied and when the shortage is anticipated to **exist** for ten working days or more, **with seven days' notice (once per schedule per operator - 4 day's notice)** an individual operator shall be temporarily **transferred** from his master work schedule at one **station** to the master work schedule of the absent operator **at another station**. **Two** days' notice shall be given to the operator when returning to his normal schedule. A maximum **of two additional regular operators** may be temporarily transferred to **fill** in behind the relieving operator and their moves shall be governed by the **foregoing** of this item.

iv) A combination **of** the above items is permissible, **however**, three regular operators are the maximum that may be disturbed and the above **order** of preference must be followed.

NOTE

In the above revisions every effort will be made by the Company to maintain the minimum of 16 hours off between shifts. However, where it is necessary to do so and with the appropriate notice, less than 16 hours off between shifts may be scheduled. These short changes will be limited to two changes per operator for a posted master schedule.

2.1.4 Penalties

1. Failure to comply with one month's advance posting, as indicated in 2.1.1 shall require the payment of premium rates for work performed under the new schedule for which one month's advance posting has not been provided.
2. Failure to give the required notice, as indicated in 2.1.3(1.) and (4.) shall require the payment of premium rates until the notice period has elapsed.

2.2 Reserve Operators and Surplus Operators

2.2.1 Work Schedule (Supernumerary)

When supernumerary, reserve operators and surplus operators shall be given a four-week schedule, averaging 40 hours per week, posted one week in advance, showing days and hours of work.

2.2.2 Revisions to Work Schedule

Supernumerary schedules themselves may be subject to revisions for purposes of necessary training, as follows:

1. Once per schedule per operator, scheduled supernumerary days of work may be interchanged with scheduled days off providing a minimum of one days' notice is given. For subsequent occurrences (i.e., within that 4-week schedule) a minimum of four days' notice will be given. If more than four weeks separate a scheduled supernumerary day from a scheduled day off, then these may not be interchanged. The one day's notice provision applies only to reserve operators who have less than five years' service in the electrical operating discipline.
2. Supernumerary hours of work may be changed within a calendar day providing a minimum notice of 16 non-working hours is given before the start of the first affected shift.

2.2.3 Transfers between Work Schedule and Master Work Schedule

1. When transferring from a supernumerary schedule to the schedule of a regular operating position and also when returning to their supernumerary schedule they shall be given one day's notice providing the transfer involves a change in the hours of work.

2. Plus time that has accumulated as a result of **having** worked **in** master work schedules shall be scheduled as time off during the four-week **period** following the operators' return to their supernumerary schedules. Failure to schedule this time off as **outlined** above, or a **cancellation** of such scheduled **time** off, shall require the payment of **all remaining** plus time at the appropriate **premium** rate.
3. When occupying a regular operating position they shall be subject to the provisions governing regular operators as detailed **in 2.0.**

2.2.4 Penalties

1. Failure to comply with one week's advance posting, as indicated in **2.2.1** shall **require** the payment of premium rates for work performed under the new schedule for which one week's advance posting has not been provided.
2. Failure to give the required notice, as **indicated in 2.2.2(1.), 2.2.2(2.) and 2.2.3(1.)** shall require **the** payment of premium rates **until** the notice **period** has elapsed.

2.3 Operators-In-Training

2.3.1 Work Schedule (Supernumerary)

When supernumerary, **operators-in-training shall b e given** a four-week schedule, averaging 40 hours per week, posted one week **in** advance, **showing** days and hours of work.

2.3.2 Revisions to Work Schedule

While adherence to the supernumerary **schedule** is **desirable**, flexible **utilization** of trainees' working time **will**, on occasion, necessitate change in days of work on **24** hours' **notice** and hours of work on **16** hours' notice.

2.3.3 Transfers between Work Schedule and Master Work Schedule

1. When transferring from a supernumerary schedule to the schedule of a regular operating **position** and also **when** returning to **their supernumerary** schedule they shall be given one day's notice providing the transfer involves a change in the hours of **work**.

Plus lime that has accumulated as a result of **having** worked in master work schedules shall be scheduled as **time** off during the four-week period following the operators' return to their supernumerary schedules. Failure to schedule this **time** off as **outlined** above, or a cancellation of such **scheduled time** off, shall require the payment of **all** remaining plus **time** at the **appropriate** premium rate.

3. When occupying a regular operating position they **shall** be subject to the **provisions governing** regular operators as detailed in 2.0.

2.3.4 Penalties

Failure to comply **with** the one week's advance posting, as **indicated** in 2.3.1 shall require the payment of premium rates for work performed under the new schedule for which one week's advance posting has not been provided.

Failure to **give** the required notice, as indicated in 2.3.2 and 2.3.3 shall require the payment of **premium** rates until the notice period has elapsed.

2.4 Miscellaneous Scheduling Provisions

2.4.1 Administration

Although the content, **preparation, posting** and **administration** of shift schedules **is** the sole **responsibility** of the Company, the **preference** of the **majority** of operators at each station for a particular **basic** type of schedule **will** be adopted. Such preferences **will** be made known to the Company **prior** to commencement of preparation of new schedule.

However, if **in** the Company's **opinion**, the **efficiency** of the **station** or the health of **an** operator could be **detrimentally affected** by the chosen schedule, then the Company will provide the **Union** (chief steward) with reasons or medical opinions why the **desired** schedule cannot be implemented.

The preference of individual operators regarding vacation periods **will** be considered, **providing** such preferences are made known **prior** to commencement of **preparation** of new **schedules**.

Operating positions identified on the Master Work Schedule **will** normally be filled.

During periods of **destaffing of positions, discussions** will be held with the local **Chief Steward** and Management to decide when positions filled in relief by **OIT/reserve/surplus** operators will be discontinued.

2.4.2 Changing Positions on a Shift

Changing of positions on a given shift shall not involve premium rates of pay.

2.4.3 Definition

Notice as referred to in this item shall be **defined** as per the following example: One day's notice shall mean **24** hours prior to the **start** of the **first** affected shift. Also, the **notice** period shall be deemed to commence **coincident** with the posting of the **revised** schedule.

2.4.4 Location Transfer or Promotion Within a Station

On transfer to a new location or **promotion** within a station, the individual operator is required to assume the **existing** schedule for the new position without notice or penalty. **His/her** time balance shall, unless **special** circumstances prevent, be adjusted before taking over **his/her** position on the master work schedule, and in any case before the zero balance date of the existing schedule.

2.4.5 Training

Regular and **supernumerary** operators (surplus, **reserve** and **OIT's**) may be temporarily transferred from **their** work schedules for **purposes** of job related formal training and **development** at the system control centre, **electrical** area operating centres, stations with level I or level IA operators and at other **locations** where planned operator training is provided.

The operator being trained will be surplus to the regular staff complement but he/she may be assigned certain definite responsibilities as his/her training progresses.

The operator being trained will be assigned specific hours of work for the duration of the training period: these will be assigned at or before the time he begins training.

There will be no loss of basic earnings (40 hours time hourly Pate) due to participation in any training program.

Seven days' notice shall be given to all participating operators except in the event of a late cancellation in which case an alternate operator may be selected and he/she may waive the notice period.

2.4.6 Floating Statutory Holiday

A floating holiday may be interchanged with a supernumerary day or with a day where step-up relief can be provided. Floating holidays may be taken in the 12-month period from May 1 to April 30.

3.0 DIFFERENTIAL FOR SHIFT WORE

Shift differentials shall apply to employees required to work on a three-shift schedule or a two-shift schedule. The first part of a three-shift or a two-shift schedule shall begin at normal starting time.

Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 0700 and 1800.

1. A shift differential of 60 cents per hour shall be paid to employees who are scheduled to work between the hours of 1600 and 2400.
2. A shift differential of 80 cents per hour shall be paid to employees who are scheduled to work between the hours of 0000 and 0800.

The appropriate shift differential shall be paid for the first eight hours of each scheduled shift on any regular scheduled day of work and shall not apply for any overtime hours. When premium time is involved for payment of shift work, the premium rate shall be computed on the standard basic rate, excluding shift differential. O/Ts will be paid this shift differential when they are working shift work.

4.0 TWELVE-HOUR SHIFTS - ELECTRICAL OPERATORS

This item is applicable to all basic shift-working Electrical Operating staff. At locations authorized to work twelve-hour shift, developmental staff may be permitted to work twelve-hour supernumerary shifts (excluding items 4.1 and 4.2.1).

4.1 Implementation

To implement twelve-hour shifts of discontinue twelve-hour shifts at any location, 51% of all affected basic staff, including

a majority of basic staff in the senior shift position at the concerned location, must vote in favour by secret ballot. A twelve-hour shift schedule may be implemented for one or more positions of a multiposition station. The vote will be administered by the Operating Steward.

The implementation vote will be conducted sufficiently in advance to permit the posting of the Master Schedule. The amount of advanced notice will be determined by the local supervisor.

Those operators who do not normally provide continuous shift coverage will not be permitted to vote. Item 4.2.2 must be adhered to.

4.2 Scheduling Provisions

4.2.1 A posted time-balanced twelve-hour shift schedule with equitable rotation per Part C, Item 3.0, must be complemented by manpower availability requirement (MAR) list to cover unexpected absences or unavailability of staff, so that no individual will normally be required to work continuously more than fourteen (14) hours.

The MAR list is optional based on a decision made by the employees covered by the schedule. If availability to provide relief requirements becomes a problem, following discussions between the Chief Steward and local management, the following provisions for the MAR list and Item 4.2.2 will apply.

i) The MAR list must identify at least one individual from the normal station complement authorized to work twelve-hour shifts, who is on a regular day off and capable of relieving on short notice any shift operating position vacated unexpectedly. Developmental staff may not be used for the express purpose of satisfying MAR list requirements.

ii) The individual(s) identified on the MAR list must be available during the period two hours prior to and one hour after normal shift change times. This is not deemed to be time worked for any pay purposes.

4.2.2 Any new appointee must accept the posted twelve-hour shift schedule and MAR list as a condition of

appointment; such appointees will vote for subsequent shift schedules and must accept the results.

Any operator used in relief to a basic position must accept the posted twelve-hour shift schedule and the MAR list obligations of the position involved.

4.2.3 Rescheduling and utilization of supernumerary time (all or a portion thereof) under circumstances and conditions in accordance with the Collective Agreement to cover part of a twelve-hour shift will not result in premium time payment.

4.2.4 No more than four (4) twelve-hour shifts may normally be scheduled in sequence and must be followed by a minimum of forty-eight (48) hours off. For cycles greater than thirty (30) days, one short change of twenty-four (24) hours off will be permitted per cycle.

4.2.5 When a regular shift commences before midnight and continues after midnight, e.g. 20:00 to 08:00, all hours during the continuous shift shall, for pay and time balance purposes, be recorded and treated as if they occurred during the calendar day in which the shift ends.

4.2.6 Shift changes between twelve-hour shifts will provide a minimum of twelve (12) hours off for the individual involved; shift changes from twelve-hour shifts to eight-hour shifts will provide a minimum of twelve (12) hours off; similarly, changes from eight (8) to twelve (12) hour shifts will provide a minimum of sixteen (16) hours off.

4.2.7 All vacation days, floating and statutory holidays, hours of work, and supernumerary days included on the Posted Master Schedule must be identified as being twelve (12), eight (8) or (4) hour shifts (vacation and supernumerary days).

4.3 Election Coverage

With particular regard to elections, it may be necessary to reschedule working hours of some or all individuals, without penalty.

To avoid the use of eight (8) hour shifts, the following strategy for all Federal, Provincial and Municipal Elections will apply.

4.3.1 All employees scheduled to work the twelve-hour shift on the day of the election will be encouraged to vote at the Advance Polls.

4.3.2 For those employees scheduled to work the twelve-hour day shift on the day of the election who found it impossible to vote at the Advance Polls, provisions will be made by their supervisor to release them for the time required to vote and then return to work. Transportation and expenses to and from the polling station are the employee's responsibility. Employees requiring time off to vote will endeavor to notify their supervisor 7 days before the election day so adequate coverage can be arranged.

If not notified, the supervisor will make the appropriate changes to shift coverage notifying staff at least 4 days in advance of the election day.

In the event that an employee does not use the advance poll, but requires time off, it may be necessary to revert to eight-hour shifts for the election.

4.4 Administration of Entitlements

4.4.1 Entitlement for vacation, statutory holidays, floating holidays, special time off, and sick leave, as noted in Part A General Items, shall be credited in hours, with each day of entitlement constituting eight (8) hours.

4.4.2 Only when an employee is scheduled to work a twelve-hour shift, will a "day" with reference to items 4.4.2.1, 4.4.2.2, and 4.4.2.3 constitute twelve (12) hours deducted from credits; a "day" with reference to 4.4.2.4, 4.4.2.5, 4.4.2.6, 4.4.2.7, and 4.4.2.8 will constitute twelve (12) hours.

Items 4.4.2.9, 4.4.2.10 and 4.4.2.11 will be credited for pay purposes or any actual hour-for-hour basis.

4.4.2.1 Vacation

4.4.2.2 Floating and Statutory Holidays

4.4.2.3 Sick Leave

4.4.2.4 Paid Leave of Absence

4.4.2.5 Legal Hearings

- 4.4.2.6 Funerals
- 4.4.2.7 Moving Days
- 4.4.2.8 Pregnancy/Adoption/Parental Leave
- 4.4.2.9 Travelling Time Outside Scheduled Hours
- 4.4.2.10 Payment for Temporary Supervision
- 4.4.2.11 Time Charges and Expenses-Union Representation

A vacation day, floating or statutory holiday, scheduled on a posted Master Schedule will constitute eight (8) hours deducted from credits.

A scheduled supernumerary day on a posted Master Schedule will constitute eight (8) hours. One four (4) or twelve (12) hour supernumerary shift per six month schedule may be utilized for balancing purposes. Where mutually agreeable, more than one (1) four and/or twelve-hour supernumerary shift may be used

Training days will be identified on a posted Master Schedule. When it is necessary to remove an individual from his/her normal shift rotation to establish training days, these identified days will not be moved by revisions to the master work schedule, except as noted below. Scheduling of these training days will be mutually agreed upon.

When scheduled training is cancelled, these identified days may be moved by revisions to the master work schedule for strengthening shifts, providing a minimum of seven (7) days' notice is given.

If the training is deferred, every effort will be made to accommodate the individual originally scheduled.

- 4.5 Shift differential will be paid for the night shift only. The shift differential will be the sum of the differentials in Part C, Item 3.0 multiplied by 8/12.
- 4.6 Overtime will be paid as per Part C, Item 9. Unscheduled overtime is paid as per the actual hours worked, not per shift basis.
- 4.7 Termination of Twelve-Hour Shifts
 - 4.7.1 Initial and subsequent twelve-hour shifts may be terminated by the Company without notice or penalty

if considered to have *adverse* impact upon public or staff safety.

4.7.2 Twelve-hour shifts may be cancelled for any reasons by either the Company or the Union upon two (2) months' written notice to the other prior to the beginning of the subsequent schedule.

5.0 FORTY-HOUR PER WEEK OPERATORS

5.1 Non-shift Day Operators

The normal work week for these positions shall be **40** hours per week, consisting of five days of eight hours each, Monday to Friday, **inclusive**, statutory holidays excepted. The specific hours of work shall be **0800 to 1200 hours** and **1300 to 1700 hours**, except where such operators are part of a **shift** complement, **in which case their** hours of work shall be **0800 to 1600 hours**.

Operators **filling** such positions shall not be **required** to accept service duty or on-call duty.

6.0 SELECTION TO/ACTING IN VACANCIES

Selection to positions **in** the **operating wage** schedule to be made **within 90** days after the vacancy **is** created providing there **is** a suitable applicant.

Pending the arrival of the **successful** applicant, and his/her **assuming** of the normal duties, the **acting** incumbent who **is** performing the normal duties and **responsibilities** of an acting position shall **receive** the appropriate rate in accordance with **7.0**.

7.0 RELIEF WORK

This item covers employees who do not possess the qualifications and experience equivalent to those filling similar jobs on a regular appointment basis. The size of the reserve operator pool will vary from time to time. Only when the size of the pool drops below 20 will the following apply:

1. A **qualified** OIT may be used to supply **relief** in any position excepting a level I or level **IA** operator **position** in a **multi position shift**, an Electrical Area Supervisor **having direct supervisory responsibility for a subordinate operating position** or Senior Electrical Area Supervisor position.

2. When **qualified** relief **is available**, an **OIT** or reserve operator shall not be used to **relieve** In a level I or **level IA** position **in** any **station which** calls for a staff complement In excess of one person per shift.
3. When a reserve operator or an **OIT** is used to supply relief in a non supervisory position he/she shall **receive 5%** above his/her base rate. When relieving in a supervisory position he/she shall be paid Step 1 of the level **in** which relief is being provided. **Reserve** operators who have attained 5 years **service in** the electrical operating **discipline will** be compensated for relief at Step **I** rates In the position they are relieving in. Reserve operators **will** be paid step 2 of the position they are relieving in once they have completed **10** years in the **electrical** operator discipline.
4. Operators providing relief will be compensated at Step **I** of the position that relief is being provided in, subject to the **following**:
 - Electrical Area **Supervisors**, level **IA**, and level I operators with 5 years at **their** current **level** who are required to provide relief in the Senior Electrical Area Supervisor position will **receive** Step 2 of the Senior Electrical Area **Supervisor position**.
 - Level **I** operators **providing relief** In level **IA/Electrical** Area Supervisor **positions** will **receive** Step 2 of the level IA/Electrical Area Supervisor position.
 - Level **II** operators with 7 years in their current level who are required to **provide** relief as **level IA**, level 1 or Electrical Area **Supervisor** will receive the step 2 of the rate.
 - Level III operators with 7 years in their current level and/or **10** years in the electrical operator discipline, when required to provide relief in the level II position **will** be paid step **2**.
5. In each Instance where an operator, **reserve** operator or **OIT** falls **sick** while relieving in a h&her-rated position, his/her sick benefits will be calculated at the higher relief rate for that specific period of **time** up to **the** first **point** on the schedule where he/she would have normally returned to his/her basic rate. From this point onward sick **benefits**

during this illness will be based on his/her basic classification rate.

6. The entitlement of operators, reserve operators, surplus operators and OITs for payment of vacation days at a relief rate will be determined by the amount of relief provided during the period from May 1st to April 30th each year. If relief has been provided for 50 percent (50%) or more of this time in a higher position, all vacation days taken during this same period will be paid at the higher rate. Time worked after a permanent promotion to a higher position will not be counted towards the 50 percent (50%) credit.
7. Relief operators are operators whose full time is occupied in supplying relief in two or more stations, and shall be paid at the highest rated position in which relief is provided.
8. When an operator is detailed to relieve a regional or district operating supervisor, he/she shall be paid five percent (5%) above the operator's base rate.
9. Where it is necessary to use a step-up system in a regular schedule, such schedule shall provide for each position being filled from the next position in line, except in special cases such as where the occupant of the next position in line lacks sufficient qualification.
10. When an operator, reserve operator, or OIT relieves in a higher-rated position and he/she acquires a lieu day (statutory holiday), the lieu day shall be paid at the higher rate.
11. When relieving in a higher rated position during his/her normally scheduled hours of work, an operator, reserve operator or operator-in-training 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

Due to the nature of the Company's operations, some employees will be required to work overtime. Overtime will be minimized and managed within the limits of corporate effectiveness and customer impact. In recognition of employee well-being and inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees. 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.

Overtime, as used herein, means that part of the actual working time outside of an operator's, reserve operator's, or OIT's schedule (subject to provisions of 2.0 to 2.4).

3.1 Definitions

Emergency Overtime: Work outside normal scheduled hours for which there has been no prearrangement.

Prearranged Overtime: Work performed outside of normal scheduled hours for which notification must be given a minimum of 24 hours in advance, for which time shall be counted from the time the operator arrives at his/her regular work headquarters until he/she finishes work at that headquarters. Where this advance notice is not given, overtime shall be considered as emergency overtime.

Extension Overtime: Work performed outside of normal scheduled hours as an extension of the normal shift (either immediately preceding or following the scheduled shift) for which time shall be counted from the time an operator reports for work until normal starting time (in the case of extension overtime preceding a scheduled shift) or from normal quitting time until an operator finishes work (in the case of extension overtime following a scheduled shift). Extension overtime will not be used where relief is required for a complete shift and an operator in the same or lower position is available.

3.2 Minimum Payments

3.2.1 Emergency Overtime

All emergency overtime worked shall receive a minimum payment of three hours' straight time pay or the actual time worked at the appropriate premium rates, whichever is the greater providing short emergency calls are not repeated within one hour of the completion of a previous call, for which the three hours' minimum (three hours at straight time) was paid.

In addition to the payment for emergency overtime or minimum payment as outlined above, one hour (straight time) shall be paid to the operator as compensation for travelling from his/her home to his/her place of work and return.

3.2.2 Prearranged Overtime

All prearranged work **outside** of normal hours performed or reported for due to lack of notice of **cancellation** on a scheduled day of work shall receive a minimum of two hours' straight **time** pay or the actual time worked at the appropriate premium rate, **whichever** is the greater.

All prearranged work performed or reported for due to lack of notice of cancellation on a scheduled day off shall receive a **minimum** of four hours' straight time pay or the actual time worked at the appropriate premium rate, whichever is the greater.

All prearranged overtime work cancelled **within 24** hours of the designated work commencement **time** shall require payment of two hours at the basic rate to **all affected** operators.

One hour at straight time **will** be paid in **lieu** of **time** spent travelling when an employee is called **in** to work overtime and an extra **trip** is involved.

3.3 Special Provisions Concerning Overtime

An employee who is required to work continuously for more than **16** hours shall be entitled to an eight-hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be **considered** as breaking the continuity of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work he/she shall be **paid** at **straight time** rates for the **portion** of the rest period which extends into the normal scheduled hours. This is in addition to the overtime worked.

Should he/she be required to **continue** working beyond **16** hours he/she shall be paid two times his/her normal basic rate **until** an eight-hour rest period is granted.

Should an employee be **released** before **16** hours have elapsed, he/she **will** not be **entitled** to an eight-hour rest period.

3.3.1 Equivalent Time Off Without Pay

See Part 'A', Section **10.2**.

8.4 Overtime - Regular Part-Time And Temporary Part-Time Employees

Overtime is defined as:

(a) Hours worked which are in excess of the normal daily hours of the classification. The premium payment for such work is one and one-half times the employee's basic rate for all work performed during the first four clock hours after the normal quitting time of the classification, and two times the employee's basic rate for all work performed outside of the first four clock hours after the classification's normal quitting time.

and/or

(b) Hours worked in excess of 24 in a week. The premium payment for such work is one and one-half times the employee's basic rate for the first four hours worked in a day. Two times the employee's basic rate for all work performed in excess of four hours in a day.

and/or

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

9.0 PREMIUM PAYMENTS

The following premium payments shall apply to operators, reserve operators and OITs.

9.1 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 four clock hours after normal quitting time, Monday to Friday inclusive. It will also apply to the first four hours of overtime worked on an unscheduled day of work.

2. Two times the employee's basic rate shall be paid for:
 - all work performed **outside** of the first four hours after normal quitting time, Monday to Friday **inclusive**, and after the **first** four hours on an unscheduled day of work.
 - all **overtime** work performed on Saturday, Sunday and statutory holidays which occur Monday to Friday.
3. Two and one-half times the employee's basic rate shall be paid for all overtime hours worked on a statutory holiday which occurs on Saturday.

9.2 Scheduled Work

1. One and one-half times the employee's basic rate shall be paid for scheduled work performed on Saturdays and Sundays.
2. Two times the employee's basic rate shall be paid for:
 - (a) Scheduled work performed on a statutory holiday which occurs on Monday to Friday. An additional day off will be scheduled in lieu of the **statutory** holiday **within six** months of the end of the posted schedule.
 - (b) Scheduled work performed on a statutory holiday which occurs on a Saturday. The premium for **scheduled** Saturday in 1. above shall not apply.

9.3 Cancelled Vacation Days

When an **employee's vacation** is cancelled by the Company, the employee shall receive the appropriate premium rate for **all** normal hours worked on **cancelled** vacation days for which seven calendar days' notice has not been given up to a **maximum** of seven calendar days. **If more than** seven calendar days' notice has been given, the employee shall receive straight **time** for **all normal** hours worked.

Where **possible**, and where it is mutually **agreeable**, cancelled vacation days shall be rescheduled **during** the current or **succeeding** six months schedule. **If this** is not **possible**, the **cancelled vacation** shall be included **in** the **employee's time** balance at the end of the schedule **in which** it occurred.

When an operator's vacation is postponed owing to his/her illness, this postponed vacation will be rescheduled at a mutually agreeable time during the current or succeeding six months' schedule. If this is not possible, the cancelled vacation will be paid for at straight time rates.

NOTE

Operators shall receive entitlement for the same number of statutory holidays as Part 'B' hourly-rated employees. Therefore, when a statutory holiday falls on a Saturday, statutory holiday credit shall not apply.

10.0 OPERATORS' ORGANIZATIONAL STRUCTURE

10.1 Application

1. A four level rate structure, as shown on wage schedule 29 will be applied to all regular operating positions below those of senior electrical area supervisor.

Grading of operating positions will be based on the level definitions and criteria in Section 10.3.

Level changes to existing positions shall be in accordance with the following:

Downward Position Classification

- (a) Wage rates remain frozen at their current dollars.
- (b) Negotiated increases and cost of living increases do not apply until the rate for the job equals or exceeds the frozen rate.

Upward Position Classification

- (a) Supervisory positions need not be subject to posting. Non-supervisory positions will not be posted.
 - (b) Existing operators will be upgraded on a step for step basis to the new grading.
2. All regular electrical operating positions will be shown by the titles on wage schedule 29.

10.2 Miscellaneous Conditions

1. Selections to **Senior Electrical Area Supervisors**, (Senior **Shift Authority** and Level I vacancies will be made under Article **10.2.0**, "Supervisory Positions". Selections to level II vacancies will be made under Article **10.3.0**, "Non-Supervisory Positions".
2. **Reserve Operators** will be considered the base **rate (Step 4)** for calculating future **increases** and computing constant percentage differentials between Level II, Level I, Senior **Shift Authority**, and Senior Electrical Area Supervisor.

10.3 Three Level Structure

10.3.1 Definitions

Level IA Operator

1. Operators in the **senior position** in multi-position stations who are directly **assisted** by level II's for a minimum of **fifteen** 8 hour shifts or ten 12 hour shifts, Monday to Friday, inclusive.
2. Electrical Area Supervisors.

Level I Operator

1. Operators in the **senior position** in multi-position stations.

Level II Operator

1. Operators in one-person per shift stations that exercise operating control of **TSSs, SSs and/or GSs**.
2. Subordinate operators who **directly** assist in the operation of multi-position stations.

Level III Operator

1. Subordinate operators who do not **directly** assist in the **operation** of multi-position stations. This includes all previously **designated floorperson positions** and the **third position** in a three-position complement.
2. Regular operators that act as attendants, or **agents**, at **remote locations** under **direction** of a level IA, level I Or level

II operator and who are not part of the **shift** complement of any attended location. **This** Includes all previously designated travelling operator positions.

10.3.2 Interpretation of Special Terms

Operating **Control**: The operator has the authority to perform, direct or **authorize** the operation of **all** devices under his/her control. He/she need not have remote *or* supervisory control of the equipment.

Station (**Transformer, Stitching, Generating**): The site must be specifically **identified** as a **TS, SS or GS** in the operating **designation** system. Line **junctions** with **switchable** devices, low voltage regulating stations, and distributing stations will not be **credited** as controlled stations.

Directly Assist: The subordinate operator must work **directly with** the level **IA/level I** and **fully** share in the level **IA/level I** operator's responsibilities for directing, coordinating and controlling operations **in** his/her assigned **jurisdiction**. The subordinate **operator** may *or* may not spend part of his/her time **in a travelling** capacity.

Multiposition: The station coverage must normally comprise a level **IA/level I** operator and one or more subordinate operators on at least one shift a day, for a minimum of two days each week.

10.4 Application of Operators' Organizational Structure

Where it **is mutually recognized** that a problem or problems exist regarding the application of the operators **organizational** structure, a meeting of the Union and the Company **will** be called to resolve these **specific** problems. However, individual problems regarding the **interpretation** and application of the method will be **initially** dealt with **in** the field **between** the employee and his/her supervisor.

11.0 MOVING EXPENSES (RESERVE OPERATORS)

Reserve operators shall be entitled to **all** the benefits afforded a regular employee as **outlined in Part 'A', Section 23.0.**

12.0 SUPERVISORY DUTIES

Under **normal** circumstances an operating **supervisor's** duties are of a **supervisory** nature. His/her principle **responsibility** is to guide and direct **his/her staff** in the safe and proper performance of their work. It **is** necessary for **him/her** to gauge the degree of **supervision required**

by the employees under **his/her direction**. **Normally**, an operating supervisor must not take the place of a **shift** operator.

In the event that an emergent condition arises, an operator must be **called** in. However, when such an operator is not immediately available, the operating supervisor may perform whatever **duties** are necessary until **the** operator can report for duty.

13.0 PLACEMENT OF RESERVE OPERATORS

Where there are no **qualified** applicants for a non-supervisory position, a reserve operator **will** be appointed subject to the following:

1. **Qualified reserve operators, as of the closing date of the vacancy, will be appointed to the position on a senior choice/junior force basis.**



HYDRO ONE
POWER WORKERS UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 29 - ELECTRICAL OPERATORS
- Dollars per Hour

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
01 Sr. Electrical Area Supervisor; Outage Scheduler	34.63	35.96			
02 Senior Skill Authority (SSA) Operator	33.61	34.62			
03 Level IA - Operator; Electrical Area Supervisor	32.63	33.62			
04 Level I - Operator	31.54	32.52			
05 Level II - Operator	27.56	28.39			
06 Level III - Operator	26.68	26.68			
06 Reserve Operator	22.22	23.72	25.13	26.68	
07 Operator-In-Training	16.15	17.50	18.84	20.19	20.97

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

NOTE: OIT's progress in 6-month intervals until Step 5 is reached, then after 12 months, progress to Grade 06, Step 1 - Reserve Operator.

Reserve Operator progress on an anniversary basis until Reserve Operator Step 3 is reached. Progression to Step 4 will occur at 84 months.

Compensation, Benefits & Health Services
Effective: March 30, 2000
Revised:

PART D

WEEKLY-SALARIED

TABLE OF CONTENTS

PART D

WEEKLY-SALARIED

- 1.0 SALARIES**
- 2.0 HOURS OF WORK - GENERAL**
- 3.0 SHIFT DIFFERENTIAL AND SHIFT WORK**
- 4.0 OVERTIME**
- 5.0 ON-CALL - PROTECTION AND CONTROL**
- 6.0 ON-CALL - ENTERPRISE TECHNOLOGY SERVICES**
- 7.0 PRINCIPLES RE RESOURCING FOR RELIEF, ACTING & TEMPORARY ASSIGNMENTS**
- 8.0 POSTING OF VACANCIES**
- 9.0 CLERICAL-TECHNICAL JOB EVALUATION**
- 10.0 POSITIONS EXCLUDED AS PER ARTICLE 1 - WEEKLY-SALARIED (CLERICAL AND TECHNICAL)**
- 11.0 SHIFT WORK - INFORMATION MANAGEMENT FACILITIES**
- 12.0 SHIFT WORE - MICROWAVE ALARM CENTRE TECHNICIANS**
- 13.0 SHIFT WORK - CADS PERSONNEL**
- 14.0 SHIFT WORK - TECHNICAL STAFF (Instructor)**
- 15.0 JOB/FIELD CLERKS**

PART D

WEEKLY-SALARIED

specific Matters of Agreement

1.0 SALARIES

Salaries shall be in accordance with the salary schedules which are part of this Agreement.

2.0 HOURS OF WORE - GENERAL

1. Weekly-salaried employees whose basic hours of work are **35** hours per week may be **periodically** required to change their work location and to work **40** hours per week or the same hours as field staff. AU hours **in** excess of seven hours per day, Monday to Friday, are to be paid at the appropriate premium rate.
2. Certain technician classifications which have been established on a **40-hour** week basis shall continue to work normal hours of **40** hours per week but when on field work may be required to work the same hours as the **field staff**.
3. Employees' **in** the following classifications and other similar categories as yet undefined who by the nature of their jobs, are required to make public, business or trade contacts outside normal hours shall work a normal work week of **35** hours, Monday to Friday:

Applications Technician
Customer Service Assistant
Service Specialist

Owing to the controlling influences from outside agencies, the normally established daily hours of starting and quitting may require changes. In such instances these changes **will** be the prerogative of the Company.

4. The normal work week of all weekly-salaried employees of the Corporate Mailing Section shall be **35** hours per week consisting of five days of seven hours per day, Monday to Friday inclusive.

¹ The provisions of Article 4.2(c) and the following Hours of Work Specific will have no application to these employees.

Such employees **shall** normally be free to select variable working hours within the period **7:30** am to **5:30** pm in accordance **with** Subsection **2.1.1**.

Where, in the opinion of the Company, such selections fail to maintain an effective mail service, the Company may establish hours of work between **7:30** am and **4:30** pm for **all** employees on the basis of weekly work schedules which shall be posted in the work location seven days in advance of their application. Early starting times shall be rotated equitably among the staff.

2.1 Hours of Work - Specific

With the exception of **shift** work, head office hours shall be a **35-hour** week.

8:30 am - **12:00** noon (Monday through Friday)

1:00 pm - **4:30** pm (Monday **through** Friday)

2.1.1 Variable Working Hours in Head Office

Employees will be requested each month to select their standard work period for the following month. The work week will consist of live, seven-hour days, Monday to Friday. The hours of work selected must be in accordance with the observation of core working hours of **9:00** a.m. to **11:45** and **1:15** to **3:00**.

Employees may select a **starting time** which is not earlier than **7:00** a.m. and not later than **9:00** a.m. or at **1/4** hour intervals prior to that. Their finishing time **will** not be earlier than **3:00** p.m. They may select either a **30, 45, 60, 75** or **90** minute lunch period to be taken between **11:45** a.m. and **1:15** p.m.

The hours of work selected are subject to the supervisor's approval. The supervisor may, **if** necessary, restrict some employees to the hours of **8:30** am to **4:30** pm (**for 35** hour per week employees). The supervisor may not **assign 35** hour per week employees to hours of work outside of **8:30** am to **4:30** pm, except as provided for in Part '**D**', Section **4.0 - Overtime**.

Where in the Company's opinion, a work **unit** cannot be operated satisfactorily under variable working hours, they **will** not be implemented in that unit.

Individual deviation from selected work schedules will require the supervisor's prior approval.

2.2 Hours of Work - Outride Head Office

Hours of work (including variable hours of work) in locations other than head office shall be negotiated by the Company and the **Chief Steward** of the Union.

Where in the Company's opinion, a work unit cannot be operated satisfactorily under variable working hours, they will not be implemented in that unit.

2.2.1 Hours of Work - Customer Communications Centre (Retail/London/Markham)

2.2.1.1 Applicability

Item 2.2.1 applies to weekly salaried employees working out of a Customer Communications Centre whose basic hours of work are thirty-five per week.

2.2.1.2 Hours of Work

The hours of work for these employees shall be any seven hours a day **thirty** five hours per week, **five (5)** consecutive days, Monday to Saturday.

There shall be no **split shifts**.

Such schedules of work shall begin no earlier than 7:00 am on weekdays (8:00 am on Saturday) and shall end no later than 9:00 pm on weekdays (3:30 pm on Saturday).

Amendments to the start and stop times require thirty (30) days' advance notice to affected employees. For temporary employees such change requires seven (7) days' advance notice. A copy of this change notice will be provided to the Chief Steward prior to the change being implemented.

Assignment to day **shift** schedules **will** be equitably rotated among the CCC day shift employees.

The start and stop times for work schedules **will** be established by the employer. Amendments to the start and stop times require **30** days notice to **affected** employee(s). This notice period does not apply **in**

circumstances where the amendment is mutually agreed between the employer and the affected employee(s).

The Company will not act in an arbitrary fashion in changing the start and stop times.

2.2.1.3

The shift differential 60 cents per hour will be applicable to scheduled work performed after 1600 hours. Shift differential shall be paid on regular scheduled hours of work and shall not be paid on overtime hours.

2.2.1.4

One and-one-half times the employee's basic rate shall be paid for scheduled work performed on Saturday. Where a premium is paid, the premium rate shall be computed on the standard basic rate, excluding shift differential.

2.2.1.5

The Company and the Union may consider ten (10) hour day or twelve (12) hour day schedules. Such schedules require joint agreement. The Union's agreement will be indicated by a written agreement of the Chief Steward.

2.2.1.6 On-Call

On-call is the term to cover employees who volunteer to be immediately available to respond to customer inquiries within a specified period of time on a twenty-four (24) hour basis. These times normally include a thirty (30) minute response time and forty-five (45) minute response time and a sixty (60) minute response time.

On-call is voluntary and it will be equitably distributed amongst the volunteers based on the least amount of overtime within the response times noted above.

When an employee is called in to work they will be entitled to a meal or meal allowance when two (2) hours of overtime are worked. Subsequent meals or meal allowances will be provided every four (4) hours of overtime worked thereafter.

On-call applies to weekly salaried Agents, Associates and Leads. Additional classifications may volunteer but will only be used if there are not enough volunteers from these classifications.

The rate of pay for on-call duty will be one-half of the employee's basic hourly rate per day, except for Saturdays, Sundays and Statutory holidays when the rate will be one (1) hour at the employee's basic hourly rate per day. An employee required to report for 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.

- When an **employee** is on-call a paging **device** will be supplied.

2.2.2 12 Hour Shifts

A.) General Items

- 1.1** All concerns and problems pertaining to the intent or application of **this** provision **will** be administered by a joint committee comprising two **(2)** Management and two **(2)** Power Workers = Union representatives, and **this will** be prior to the normal grievance procedure.
- 1.2** **This** provision is applicable to Shift Work at the Customer Communications Centre.
- 1.3** Except for changes as identified in this provision, all other provisions of the Collective Agreement and working conditions will remain unchanged.
- 1.4** The shift coverage intention in this Agreement is 2 x **12** hours with a **minimum** of two employees per shift. Employees to **fill** the shift work complement will be volunteers **from** the day **shift** Customer **Communications** Centre regular **staff**. If sufficient volunteers are not **available**, management reserve the **right** to recruit externally.
- 1.5** Selection will be based on senior volunteer in each employee classification.
- 1.6** For those volunteers for **shift** coverage, the **60** day schedule change **notification** is waived
- 1.7** Meal provisions are covered as per the **Collective** Agreement. (*Part A. Item 24.2*)

1.8 **Re-entry** to normal day schedule **will** be administered by the joint committee (see 1.1) and will deal with Emergency requests and long-term requests.

B.) Twelve-Hour Shift Scheduling Provisions

1.1 Shift Workers/Regular Schedule

1.1.1 A **12-month** schedule **will** be posted **30** days prior to its starting date. The schedule will average **35** hours per week and **will** indicate the days, hours of work (shift) and position for each employee. The schedule **will** end on the last day of the **fiscal** month of December. The design of the regular schedule shall provide for a minimum of **12** hours off between shifts when working on a **12-hour** shift schedule.

1.1.2 Although the content, preparation, posting and **administration** of shift schedules is the sole responsibility of **the Company**, the preference of the majority of shift workers at the call centre for a particular basic type of schedule **will** be adopted. Such preferences **will** be made known to **the Company** prior to commencement of **preparation** of new schedule. The **final** schedule **will** be mutually agreed to **with** the **Chief Steward** unless **in the Company's** opinion, the efficiency of the call centre or the health of a shift worker could be detrimentally affected by the chosen schedule, then **the Company will** provide the Union (chief steward) with reasons or medical opinions why the desired schedule cannot be implemented.

The preference of individual shift workers regarding vacation periods will be considered, providing such preferences are made known prior to commencement of preparation of **new** schedules.

The following are **recognized** criteria of an acceptable shift schedule:

- (a) The schedule should equitably rotate among all shift workers.

- (b) The schedule should follow a repeating pattern so that it is easily understood.
 - (c) Supernumerary shifts shall be indicated on the regular schedule as Monday to Friday day shifts (**0700-1700** hours) only.
 - (d) When scheduling **12-hour** shifts, the **maximum** number of night shifts to be worked in sequence would be three and the maximum number of days to be worked in a sequence would be four.
 - (e) The **12-hour shift** schedule shall provide for at least **48** hours off between each sequence of shifts and at least two regular days off will be scheduled in each week (**pay period**).
- 1.2 Any new volunteer must accept the posted twelve-hour shift schedule as a condition of appointment.
 - 1.3 Any deemed employee used in relief to a basic position must accept the posted twelve-hour **shift** schedule.
 - 1.4 Changes to the above schedule require seven (**7**) days posted notice. **Changing** from Day to Night work or vice versa requires seven (**7**) days posted notice. **Failure to provide** such notice requires premium payments until such **time** as the notice period has elapsed.
 - 1.5 Reschedule and **utilization** of supernumerary **time** (all or a **portion** thereon under circumstances and conditions **in** accordance with the Collective Agreement to cover part of a twelve-hour shift **will** not result in **premium time** payment.
 - 1.6 Supernumerary schedules may be subject to revisions for purposes of necessary **training** or in the case of advance notice of **sick time** required, as follows:

There must be **24** hour notice given to change a scheduled supernumerary day to a later date (the new date must be within four (**4**) weeks of the old original date).

No more than four **(4)** twelve-hour shifts may **normally** be scheduled in sequence and must be followed by a minimum of forty-eight **(48)** hours off.

- 1.7 When a regular **shift** commences before midnight and continues after midnight, e.g., **20:00** to **08:00**, all hours **during** the **continuous** shift shall, for pay and **time** balance purposes, be recorded and treated as if they occurred during the calendar day **in** which the shift ends.
- 1.8 All Vacation Days, Floating and Statutory Holidays, Hours of Work, and **Supernumerary** Days included on the Posted Master Schedule must be identified as being twelve **(12)**, seven **(7)** or **(3.5)*** hours shifts.

* Vacation and Supernumerary Days

1.9 Election Coverage

- 1.9.1 All employees scheduled to work the twelve-hour day **shift** on the day of the election will be encouraged to vote at the Advance **Polls**.
- 1.9.2 For those employees scheduled to work the twelve-hour day shift on the day of the **election** who found it impossible to vote at the Advance Polls, provisions will be made by their supervisor to release them for the **time** required to go vote and then return to work. Transportation and expenses to and from the polling station are the employee's responsibility. Employees requiring time off to vote **will** endeavour to **notify** their supervisor 7 days before the election day so adequate coverage can be arranged.

C.) **Administration** of Entitlements

- 1.1 Entitlement for **Vacation**, Statutory Holidays, Floating Holidays, Special **Time** Off, and Sick Leave, as noted **in** the **Collective** Agreement - General Items **6.0, 7.0, 8.0, 9.0, and 13.0**, respectively shall be credited in hours, **with** each day of entitlement **constituting** seven **(7)** hours.

- 1.2 Only when an employee is scheduled to work a twelve **(12)** hour shift, will a day **with** reference to Items **1.3.1**, **1.3.2**, and **1.3.3** constitute twelve **(12)** hours deducted from credits: a day **with** reference to Items **1.3.4**, **1.3.5**, **1.3.6**, **1.3.7**, **1.3.8** and **1.3.10** will constitute twelve **(12)** hours.
- 1.3 Items **1.3.9**, **1.3.10**, and **1.3.11** below will be credited for pay purposes on any actual hour-for-hour basis:
- 1.3.1 Vacation
 - 1.3.2 Floating and Statutory Holidays
 - 1.3.3 Sick Leave
 - 1.3.4 Paid leave of Absence
 - 1.3.5 Legal Hearings
 - 1.3.6 Funerals
 - 1.3.7 Moving Days
 - 1.3.8 Pregnancy/Adoption/Parental Leaves
 - 1.3.9 **Travelling Time** Outside Scheduled Hours
 - 1.3.10 Payment for Temporary Supervision
 - 1.3.11 Time Charges and Expenses - Union Representation

A **vacation** day, floating or statutory **holiday**, scheduled on a posted Master Schedule will constitute seven **(7)** hours deducted from credits.

A scheduled supernumerary day on a posted Master Schedule will constitute seven **(7)** hours. One three point five **(3.5)**, seven **(7)** or twelve **(12)** hour supernumerary **shift** per six month schedule may be **utilized** for balancing purposes. Where mutually agreeable more than one **(1)** three point five **(3.5)** and/or twelve-hour supernumerary shift may be used.

Training days will be **identified** on a posted Master Schedule. When it is necessary to remove an **individual** from his/her normal **shift** rotation to establish training days these **identified** days **will** not be **revisions** to the master work schedule, except as noted below. **Scheduling** of these training days **will** be mutually agreed upon.

When scheduled **training** is cancelled, these **identified** days may be moved by **revisions** to the master work

schedule for strengthening shifts providing a minimum of seven days' notice is given.

If the training is deferred, every effort will be made to accommodate the **individual originally** scheduled.

D.) Differential for Shift Work

- 1.1** Shift differential will be paid for the night shift only. The shift differential will be the sum of **\$.70** hour unless otherwise altered by changes to the **Collective Agreement**.

E.) Premium Payments

1.1 Scheduled Work

One and one **half times** the employee's basic rate shall be **paid** for scheduled work performed on Saturdays and Sundays.

Two times the employee's basic rate shall be paid for:

- 1.1.1** Scheduled work performed on a statutory holiday which occurs on Monday to Friday. An additional day off **will** be scheduled in lieu of the **statutory** holiday within six months of the end of the posted schedule.
- 1.1.2** Scheduled work performed on a statutory holiday which occurs on a Saturday. The premium for scheduled Saturday **in 5.1.** above shall not apply.

Overtime rates shall be computed by dividing the employee's basic weekly **salary** by his/her normal hours of work (i.e. **35**).

Premium payments **will** be paid as per the following for unscheduled hours of work:

One and one-half **times** the applicable base rate for the **first four (4)** overtime hours worked on any day, Monday to Friday inclusive.

Two times the applicable base rate for all overtime hours worked **in** excess of the first four **(4)** overtime hours worked on any day. Monday to Friday inclusive.

Two times the applicable base rate for all overtime hours worked on Saturdays, Sundays and on Statutory Holidays which occur Monday to Friday.

Two and one-half times the applicable base rate shall be paid for all overtime hours worked on a Statutory Holiday which occurs on Saturday.

When you are called **in** to work overtime you receive one **(1)** hour travelling time at straight time.

Unscheduled **overtime** is paid as per the actual hours worked, not per shift basis. Overtime will be equitably distributed among the volunteers based off of the **established** Call in List and Procedure identified.

1.2 Cancelled Vacation Days

When an employee's vacation is cancelled by **the Company** the employee shall **receive** the appropriate premium rate for all normal hours worked on cancelled vacation days for which seven calendar days' notice has not been given up to a maximum of seven calendar days. If more than seven calendar days' notice has been given, the employee shall receive straight **time** for all normal hours worked.

Where possible, and where it is mutually agreeable, cancelled vacation days shall be rescheduled during the current or succeeding schedule. If this is not **possible**, the cancelled vacation shall be included in the employee's **time** balance at the end of the schedule in which it occurred.

When an employee's vacation is postponed **owing** to his/her **illness**, **this** postponed vacation will be rescheduled at a mutually agreeable time during the current or succeeding schedule. **If** this is not possible, the cancelled vacation will be **paid** for at straight time rates.

2.3 Hours of Work - Miscellaneous

The normal weekly hours of work shall be **40** for the following classifications and other **similar** categories as yet **undefined**:

Line Inspectors
Helicopter Pilots
Air Engineers

NOTE

Meal allowance will only apply when the employee has worked two hours beyond a normal **eight-hour** day.

3.0 SHIFT DIFFERENTIAL AND SHIFT WORK

It is recognised that from time to **time** it may be necessary, due to the nature of the Company's operations, to place certain weekly-salaried day working employees on **shift** work. Where **this** occurs, the following provisions will apply:

1. Shift work shall not be implemented for a **period** of three working days or less. If the working period is three days or less, the appropriate premium rate **will** be paid for the **minimum** three-day period.
2. The Company **will** provide **72** hours' (three calendar days) posted notice of the commencement and **termination** of a shift. Failure to provide such notice **will** require a penalty payment of premium rates for all changed hours of work **within** the notice period.
3. Such a placing on **shift** work shall not deprive an employee of his/her total number of normal scheduled weekly hours.
4. Revision to the work schedule shall provide for a minimum of **15** hours off between shifts. Failure to provide such **time** off will require the penalty payment for the **first affected shift**.
5. **Shift differential** shall apply to employees required to work on a **three-shift** schedule or a two-shift schedule and shall not apply for **overtime** hours.
6. Shift work will be scheduled on a Monday to Friday basis.

7. Work **in** excess of the total number of normal daily hours will be **paid** at the appropriate **overtime** rates.
8. The following shift differentials shall apply:
 - (a) Sixty cents per hour to employees scheduled to work between the hours of **1600** and **2400**.
 - (b) Eighty cents per hour to employees scheduled to work between the hours of **0000** and **0800**.
10. Regular **part-time** and temporary **part-time** employees **will** not be **eligible** for shift **differential** when the shift starts and ends between the hours of **07:00** and **18:00**.

4.0 OVERTIME

Due to the nature of the Company's operations, some employees will be required to work overtime. Overtime **will** be minimised and managed within the **limits** of corporate effectiveness and customer impact. In **recognition** of employee well-being and **inconvenience**, an effort shall be made to equitably distribute overtime amongst all **qualified** employees. **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.

4.1 Overtime Definitions

Prearranged Overtime: Work performed outside the normal scheduled hours for which **notification** must be given a **minimum** of **24** hours **in** advance (**2** 1 hours for computer sub-branch **shift** working employees). Time shall be counted from the time the employee reports for work **until** the employee **finishes** work.

Emergency overtime: Work performed outside the normal scheduled hours which is neither prearranged nor extension overtime. Time shall be counted from the **time** the employee reports for work **until** the employee **finishes** work.

Extension Overtime: Work performed outside the normal scheduled hours as an **extension** of the normal scheduled hours (either immediately preceding or following the normal scheduled hours). Time shall be counted from the time the employee reports for work until normal **starting** time or from normal **quitting** time **until** the employee finishes work.

4.2 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 four clock hours after normal **quitting** time, Monday to **Friday** inclusive. It **will** also apply to the first four hours of **overtime** worked on an unscheduled day of work.
2. **Two times** the employee's **basic** rate shall be paid for:
 - AU work performed outside of the **first** four hours after normal **quitting** time, Monday to Friday inclusive, and **after** the **first** four hours on an unscheduled day of work.
 - All work performed on Saturday, Sunday and statutory **holidays** which occur Monday to Friday.
3. Overtime rates shall be computed by dividing the employee's basic weekly salary by his/her normal weekly hours of work.
4. Helicopter pilots and **line** maintenance supervisors (helicopters) whose hours of work are dependent upon weather **conditions** and other variables inherent in the nature of their jobs do not, except as noted below, receive payment in money for **overtime**. **Compensation** for **overtime** worked shall be made **in** the form of **time off with** pay at a **time** convenient to the Company and the employee. This time off shall be determined on the basis of one hour off for each hour worked, up to a total of **44** hours per week. For each hour worked **in** excess of **44 in** a week, time off shall be determined on a time and one-half basis. The equivalent **time** off shall reach a zero balance during the month of December of each year.

In the event that **this** is not **accomplished**, all outstanding **overtime** as of December **31** shall be paid for at straight time at current rates. When it is accomplished, any further occurrence of **overtime** between the date of zero balance and

December 31 will be subject to accumulation if necessary and considered for the following year.

4.3 Overtime - Miscellaneous Provisions

1. In order to alleviate excessive inconvenience, an effort shall be made to **equitably** distribute **overtime** amongst all **qualified** employees. Where employees feel they have been assigned abnormal amounts of overtime, consideration of such cases shall be considered At matter for discussion at local level.
2. The Company agrees to control excessive authorised overtime by restricting actual overtime to not more than 12 hours per week, excluding travelling time. Under **extraordinary circumstances**, the Union will consider **waiving** the restrictive features of this clause.
3. A **travelling** allowance up to a **maximum** of one hour shall be **paid** at the appropriate overtime rate when an employee is called **in** to work **overtime** and an extra **trip** is involved. See also Section **4.4**.
4. Because an employee was required to work overtime or because he/she lost time in **changing** shifts, he/she shall not be prevented from working his/her total number of normal dally hours in any normal scheduled day of work. If the employee cannot be supplied with the work required to make up the normal daily hours of work **in** that day, his/her pay shall be adjusted to provide a minimum of his/her normal weekly hours of work.
5. If an employee who has worked **overtime** and is physically capable and the group of **whitch** he/she is ordinarily a member is at work, he/she shall not be deprived of the opportunity of **working** his/her normal scheduled hours **in** addition to the overtime he/she may have worked.
6. An employee who has accumulated overtime hours shall **receive this in** earnings, calculated at the appropriate premium rate and cannot be required to take **time off in lieu** of payment.
7. An employee who is **required** to work continuously for more than **16** hours or an employee who accumulates **16** hours of working time in any **24** hour **period** without a **minimum five**

hour **continuous** break between **23:00** and **07:00** hours shall be entitled to an eight-hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work, he/she shall be **paid** at straight time rates for the portion of the rest period which extends **into** the normal scheduled hours. **This is in addition** to the overtime worked.

Should he/she be required to **continue** working beyond **16** hours he/she shall be **paid** two **times** his/her normal basic rate until an eight-hour rest period is granted. Should an employee be released before **16** hours have elapsed, he/she **will** not be entitled to an eight-hour rest **period**, and his/her right to continue work at straight **time** will be governed by Section **4.3(5.)**.

8. Equivalent **time** off without pay - See Part 'A', Section **10.2**.

None of the provisions of Subsections **4.3(1.), (2.), (4.), (5.)** and **(6.)** are applicable to employees referred to in Section **2.0(4.)**.

4.4 Minimum Payments - Overtime

All Part '**D**' weekly-salaried employees who are called out to work overtime with or without notice shall receive the following:

When **minimum** payments apply no travel allowance **will** be **paid**.

- 1.** All prearranged **overtime** performed or reported for due to lack of **notice** of cancellation, Monday to Friday inclusive, shall receive a **minimum** of two hours at straight **time** or the actual time worked at the appropriate premium rates, whichever is the greater.
- 2.** All prearranged overtime cancelled **with 48** hours of the designated time of work commencement shall **require** payment of two **hours** at straight **time**.
- 3.** All prearranged **overtime** performed or reported for due to lack of notice of cancellation on Saturdays, Sundays and statutory **holidays** shall **receive** a **minimum** payment of four

hours at straight time or the actual time worked at the appropriate premium rates, whichever is the greater.

4. **This** shall not apply where the overtime period commences on a Saturday, Sunday or statutory holiday, as part of a longer overtime period continuing into the next calendar day.
5. All emergency overtime work shall receive a minimum payment of four hours at straight time or the actual time worked at the **appropriate** premium rate, whichever is the greater, **providing** short emergency calls are not repeated within one hour of the completion of a previous call for which the four-hour minimum was paid.

If the call-out occurs less than two hours before the commencement of normal starting time, the minimum will not apply and the appropriate premium rate **will** be paid continuously from the call-out time until normal starting time.

6. Minimum payments will not apply to concrete inspectors required to work up to two and one-half hours overtime on Friday unless an extra trip to work is required.

4.5 Overtime - Marketing and Audio, Visual, Writing and Graphic Design Services

Employees **identified** in **Section 2.0(3.)** and Audio, Visual, Writing and Graphic Design Services employees shall be paid for all overtime work performed in accordance with Section **4.2**.

Employees **identified** in **Section 2.0(3.)** and Audio, Visual, Writing and Graphic Design Services employees who, by the nature of their jobs, are required to make public, business or trade contacts outside normal hours may, where mutually agreed between the employee and the supervisor, take time off in lieu of payment for overtime. Where it is agreed that time off in lieu will be taken, such time will be credited on a premium basis in the same manner as would apply if payment had been made. Such time off must be arranged within a two-month **period** following the date overtime was worked. If this cannot be arranged within the two-month period, payment shall be made.

4.6 Overtime - Regular Part-Time and Temporary Part-Time Employees

Overtime is defined as:

(a) Hours worked which are in excess of the normal daily hours of the **classification**. The premium payment for such work is one and one-half times the employee's basic rate for all work performed during the **first** four clock hours after the normal quitting time of the classification, and two times the employee's basic rate for all work performed outside of the **first** four clock hours after the **classification's** normal quitting time.

and/or

(b) Hours worked in excess of **24** in a week. The premium payment for such work is one and one-half times the employee's basic rate for the first four hours worked in a day. **Two** times the employee's basic rate for all work performed in excess of four hours in a day.

and/or

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

5.0 On Call - Protection and Control

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

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

On-call duty by Protection and Control Technicians and Technologists will be on a purely voluntary, individual basis.

6.0 On Call -Enterprise Technology Services

On call is the term used to cover trouble call service performed by Information Technology Technicians. While on-call, they are

allowed up to a maximum of two (2) hours between the time they are called and the time when they report to work.

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

On-call duty by Enterprise Technology Services will be on a purely voluntary, individual basis.

7.0 PRINCIPLES RR RESOURCING FOR RELIEF, ACTING & TEMPORARY ASSIGNMENTS

Recognizing that relief, acting and temporary assignments contribute to the development of personnel and contribute to the work being done effectively, the following will be considered when **resourcing** these assignments:

- . the more senior employees will be **given** preference:
- . assignments may be **split** between employees:
- . specific **qualifications/knowledge** required for the position **will** be taken into consideration:
- . for supervisory **positions primary** consideration **will** be given to personal qualities such as leadership and the understanding and display of the practice of good human relations;
- . employee development;
- . Employment Equity objectives discussed in advance with the Union shall be considered:
- . amount of notice and **duration** of assignment will be considered.

These assignments will be distributed as equitably as possible, over **time**, once the above conditions have been considered.

The format for **utilization** of the above in a Business Unit (or smaller **unit**) **will** be a **joint** responsibility.

Item **7.0** shall not be subject to the grievance/arbitration procedure.

Disputes **will** be resolved locally and may be referred to the *Chief Steward* and the Local Manager.

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

7.1 Relief Work

Intent

It is the intent of this item that when an employee is relieving in a higher rated position that he/she be properly compensated for the duties that he/she is performing. The assignment of relief is a Management right and increased duties must be assigned not assumed.

1. The Company shall **notify** the employee in **writing, in** advance where possible, of the requirement to perform relief of the general nature of the major duties to be performed, and the rate to be paid during the **relief** period.
2. Employees in the weekly-salaried schedule, when relieving for the normal duties of an employee **in** a **higher** job grade, not **defined** in **7.1(3.)** below, for a period of one full working day or more shall be paid, for the full relief period, at the rate established by the Company for the relieved position or three percent (**3%**) above the employee's normal rate whichever is greater.

In relief situations where less than the normal duties are being performed and a lower salary grade has been established for the relief period, the promotion rule will be used to establish the appropriate progression step or off-schedule rate **in** the lower salary grade.

Failure to **notify** the employee in writing of the major duties to be performed and the rate to be paid **will** require the payment of the **first** step of the salary grade of the relieved position or three percent (**3%**) above the employee's normal rate whichever is greater, for the entire relief period.

3. Employees in the weekly-salaried schedule, when **relieving** for the normal duties of an employee in a non-union supervisory position for a **period** of one **full** working day or more shall be **paid** for the **full** period at the rate established by the Company for the relieved position or **five percent (5%)** above the employee's normal rate whichever is greater.

Failure to **notify** the employee **in writing** of the **major** duties to be performed and the rate to be paid will require the payment of **10 percent (10%)** above the employee's normal rate, for the entire **relief** period.

4. **Notification** of the Chief Steward is required when the employee is required to relieve for a period of two working days or more.
5. Statutory holidays **will** not affect the continuity **if** they occur between the **first** and second days.

Payment for a statutory holiday shall be at the relief rate **if it** occurs **during** the **relief** period and at the normal rate if it occurs at the **beginning** or the end of the relief **period**.

7.2 Acting in a Vacant Position

An employee may act in an existing job in which a vacancy is created, **pending** the arrival of a successful applicant to the vacancy. When an employee is to be placed in an acting position, the Company **shall notify** the employee and the chief steward in writing setting out:

1. The reason for the acting position.
2. The general nature of the major duties to be performed.
3. The rate to be **paid** for the acting **position**.
4. The expected duration.

The duration of the acting period shall not exceed **90** days from the date the employee is placed in the acting capacity, unless an extension is agreed to by the Company and the **Chief Steward** of the Union. Pending the arrival of the successful applicant and his/her assuming the normal duties, the **acting** incumbent who is performing the normal duties and responsibilities of an **acting** position shall receive the appropriate rate **in** accordance with the Weekly-Salaried Relief Clause of this Agreement.

NOTE

Failure to **notify** and/or request further extension accordingly will require payment of the penalty described in the appropriate Weekly-Salaried Relief Clause of **this** Agreement.

8.0 POSTING OF VACANCIES

All vacancies as set out in **Article 10** and as covered by **this** section of the agreement **will** be posted when they become vacant **with** the following exceptions:

1. A change to the job duties, rating and/or salary grade **resulting** from a **Clerical-Technical** Job Evaluation Plan challenge, or a **Review** of a Rating by the Job **Classification** Committee, or a change to a job title and/or occupation code only, shall not be considered to create a vacancy.
2. A change to the **duties** of an occupied job, wherein the salary grade remains unchanged, shall not be considered to create a vacancy.
3. A change to the duties of a job covered by the Clerical-Technical Job **Evaluation** Plan which results **in** an increase to the salary grade shall not be considered to create a vacancy **if** there is, in the Company's opinion, an employee in the immediate work group who is the only one qualified to perform the resulting job. However, in such cases, **if** there is a more senior employee in the same job **in** the same work group who was not appointed to the resulting job, he/she shall have the right to seek redress under Article **2**, Grievance Procedure.
4. Changes to jobs which result **in** a surplus **in staff** complement of the work group shall not be considered to create a vacancy in the resulting job(s).
5. The restructuring of a job in a manner which **justifies application** of the Downward Restructuring Rule (Section **9.9.2** of this section of Agreement) to the incumbent, shall not be considered to create a vacancy.

8.1 Posting Procedures

A **notice** of vacancy **referring** to jobs covered by the **Clerical-Technical Job Evaluation Plan** or the Area Clerk Plan shall be based on the job description and job **specification** and shall be posted province **wide**. Nothing contained in the **notice** of vacancy shall contravene the **information** contained in the job documents. No important information (subject to space **limitations**) shall be omitted. A notice of vacancy setting out a **higher** education or experience requirement than indicated in the job **specification will** require a corrected notice of vacancy and an extended date of closure.

Vacancies for applications **technician** and service **specialist** within the **jurisdiction** of the Union shall be posted on a province-wide **basis** subject to all **conditions** relating to positions once removed from the Union's **jurisdiction**.

9.0 CLERICAL-TECHNICAL JOB EVALUATION

NOTE:

The job challenge process contained in Clerical-Technical Job Evaluation Manual. "Plan **B**" and referred to **in this** section shall be replaced for the term of this Collective Agreement **with** the expedited process contained in Article **2.8, Dispute Resolution – Article 8, Job Challenges, and OGLs**. The Job Classification **Committee** shall assume all the responsibilities normally associated with the Joint Salary **Committee** for the term of this Collective Agreement.

9.1 The Clerical-Technical Job Evaluation Plan

The **provisions** which form the basis of the Clerical-Technical Job Evaluation Plan, formerly referred to as Plan '**B**', are contained in the **Collective Agreement** and the Union **Clerical-Technical Job Evaluation Manual**. Matters pertaining to the application of dollars are contained **in** the Collective Agreement. Job **evaluation** matters are contained in the Manual. The Company shall **identify** the Company groups responsible for dealing with the Union in the foregoing matters.

9.2 Jobs Covered by the Clerical-Technical Job Evaluation Plan

The plan shall cover all jobs falling under this section of the Collective Agreement **excepting** those covered by salary schedule 2 1.

9.3 Identification of Jobs in Salary Schedule

All Jobs processed under **the** Clerical-Technical Job Evaluation Plan shall be designated a salary grade in the current salary schedule issued in conjunction with the Collective Agreement.

9.4 The Union Clerical-Technical Job Evaluation Manual

The Manual is a supplement of the **Collective** Agreement and Its provisions shall apply as if set forth in full herein.

The Manual shall be **supplied** to all employees whose jobs are covered by the plan.

9.5 Bights of the Parties

The Company has and shall retain the exclusive right and power to decide what work is to be done **and** who is to do it and accordingly the Company shall apply the Clerical-Technical Job Evaluation Plan to determine appropriate **salary** grades for jobs. The Company shall exercise these rights in accordance with the provisions as set forth in the Collective Agreement and the Union **Clerical-Technical Job Evaluation** Manual.

The Union's right shall be to act on behalf of its members to ensure that the Clerical-Technical Job **Evaluation** Plan is being properly applied. In order to carry out this function, the Union Job Evaluation **Officer** shall work **in** liaison **with** the appropriate Company groups responsible for the administration of such matters and he/she shall be permitted, **within** reason, to **interview** employees during regular working hours.

The Union shall exercise these **rights in** accordance with the provisions as set forth in the Collective Agreement and the Union Clerical-Technical Job Evaluation Manual.

The Union shall retain its **rights** to participate jointly with the Company in developing and/or **modifying** the Clerical-Technical Job Evaluation Plan..

In the event of conflict between the foregoing general statements, regarding the rights of the parties, and the **specific** provisions contained **in** the Collective Agreement and the Union Clerical-Technical Job Evaluation Manual, the latter shall govern.

9.6 Salary Schedule

The salary schedule for jobs covered by **the** Clerical-Technical Job **Evaluation** Plan and issued **in** conjunction **with** the current Collective Agreement shall have the following characteristics:

1. **The** salary schedule shall be a salary range schedule with a total of **18 salary** grades.
2. The percentage increment from salary grade to salary grade (based on step 3 of each salary grade) calculated from **salary** grade **51**, step **3**, shall be annotated on the schedule **20** which is currently in effect.
3. Each salary grade is composed of three steps. The second step is **97** percent (**97%**) of the maximum and the first step is **94** percent (**94%**) of the **maximum**. **The time** interval required for anniversary progression shall be in accordance with Part **'A'**, Section **3.0**.
4. When an incumbent is promoted from one salary grade to another, he/she shall be promoted **in** accordance with Part **A**, Section **25.2.1**.
5. **The relationship** between the salary grade and the point range shall be **13** points for the **first** salary grade and **21** **points** for each salary grade thereafter.

9.7 Wages and Retroactivity upon Upward Reclassification

Upward **Reclassification** as a Result of Company Initiated Action:

1. Transfer from the existing salary grade to the new higher salary grade shall be by the promotion rule.
2. **Retroactive** entitlement shall be computed by going back to the date when the increased job demands and **responsibilities** were instituted or undertaken.

Upward **Reclassification** as a Result of Employee Initiated **Action** Through the Issuance of a Record of Discussion Form:

1. **Transfer** from the existing salary grade to the new higher **salary** grade shall be by the promotion rule, except in the

following situations where It shall be by the step-to-step method:

- (a) Where there is no change in job content or job demand, but the job **specification** factor ratings change resulting in an upward **reclassification** of the job.
- (b) Where a change in job demand is **recognized** resulting in an upward reclassification of the **affected** incumbents and where such incumbents have been **performing** the duties and/or undertaking the responsibilities which caused the upgrading for a period of one year or more prior to the date of the **first** discussion as recorded on the Record of Discussion form and where these same incumbents have been in the **maximum** step of the salary grade for the job for one year or more prior to the date of the **first** discussion.

- 2. The date of the transfer of an employee to a higher salary grade whether by the promotion rule or the step-to-step method shall be the date of the commencement of the retroactivity and the transfer shall be from the salary grade and step in effect on that date.
- 3. Retroactive entitlement **in** Subsection **1.** above shall be as set out in the Union Clerical-Technical Job Evaluation Manual.
- 4. An incumbent who has left the Company's service shall be entitled to retroactive payment, as a result of challenge for the affected period during which he/she was in the Company's employ.

9.8 Training situations

Normally, an employee receives **his/her training** and experience by being promoted through a series of established jobs for which job **descriptions** and job specifications exist. His/her movement up the ladder from job to job will occur when the Company determines that he/she is capable of performing the duties and **responsibilities** of a higher-rated job, and an opening exists.

At times, however, **in certain** types of work, an employee **will** be advanced through a planned series of training steps in which he/she

will be directly trained for a **specific** job which he/she will eventually occupy, i.e.. a terminal Job. This is termed a **training** situation.

The Company **will** identify the need for such a training situation and will structure the **terminal** job. A job description and job **specification** will be prepared for the terminal job only. The Job **Classification** Committee **will establish** the **final** rating for the terminal job, and **will determine** the **appropriate training** steps leading to the terminal job rate.

The **training** steps will be established in the following manner:

9.8.1 Formula for Developing Training Situations

The **hiring** rates **will** be established based on survey data supplied by the **Company** and/or the Union and will be consistent with the mean hiring rate **being** paid by other companies to inexperienced graduates possessing the **specified** education required to perform the terminal job.

The **time** span of the **training situation will consist** of a number of years equal to the **minimum** number of years indicated in the experience factor applying to the **terminal** job.

For each year of the **time** span as determined above an annual **training** step **will be established**. The Job **Classification** Committee may approve the division of annual steps into quarterly or semi-annual sub-steps where such **action** has been recommended by line management.

Salary step dollars shall be calculated to proceed in geometric progression from the **hiring** rate to step 1 of the salary grade for the terminal job in the number of years of the **training** situation. **The** dollar values thus obtained for each step shall be translated to the nearest salary grade and step (above or below) which appears on schedule **20**. The factor used to multiply each **annual** step dollars to **find** the next annual step will be **'F'** i.e..

$$F = \sqrt[n]{\frac{R_1}{R_s}}$$

Where,

n = Number of years in the **training** situation

R_s = **Hiring** rate

R_t = Terminal rate

Where **applicable** the **dollars** for the half-yearly step will be starting dollars **multiplied** by 'Fh' i.e.,

$$Fh = \sqrt{2\pi} \frac{R_t}{R_s}$$

9.8.2 Advancement Through Training Situations

1. A trainee will (subject to Subsections **2.** and **3.** **following**) advance to each subsequent **training** step at the designated intervals based on the date of appointment to the training situation. Upon completion of his/her **training**, he/she **will** be placed in the **first** progression, step of the salary grade applying to the terminal job. He/she **will** then be subject to the conditions of **the** Clerical-Technical Job Evaluation Plan.
2. If at any time the **trainee** is judged to be incapable of performing the terminal job **in** a satisfactory way, he/she may be removed from the training situation.
3. If a **trainee**, in the Company's opinion, fails to make satisfactory progress his/her next **training** step may be delayed, in accordance with the provisions of Part 'A', Subsection **3.0.** Such a delay may take place on one occasion **only** throughout the training program.
4. If a trainee, in the opinion of the Company displays exceptional ability, he/she may be advanced to the training step which is more in keeping with his/her achieved progress.
5. If a person having suitable experience is appointed to a training situation, the Company may place him/her in any training step judged to be **appropriate** to his/her **applicable** experience.
6. If a trainee, who has not yet attained the terminal job level, believes that he/she is **fully** performing the duties, and has the responsibilities of the terminal job document, he/she may **institute** a challenge.

9.8.3 Continuing Administration of Training situations

The established **hiring** rates will remain **in** effect **until** altered through negotiation between the parent bodies or until altered through action resulting from a review by the Job **Classification** Committee upon the request by the parent bodies.

Recalculation of **training** step values (according to **9.8.1**) **will** occur with a change **in** the **hiring** rate.

The existing trainees **will** remain on the **training** situations on which they were **hired** until they have reached the step 3 of the salary grade of the terminal job.

9.8.4 Tiered Training Situations

In certain instances, it may be necessary to develop a **hierarchy** of terminal jobs with training **situations** leading to each level, e.g., to the junior, to intermediate, and to senior levels. In such cases, the principles and practices as set out in this agreement **will** serve as a guide **in** the development of **training** steps **and** their values.

9.9 Clerical-Technical Job Evaluation Plan

9.9.1 Merit Rating

It is agreed that **if**, as and when merit rating is to be instituted, the plan (system of measurement), but not the **application**, **shall** be subject to negotiations.

9.9.2 Downward Restructuring Rule

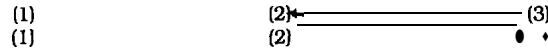
This **provision** shall apply to incumbents whose Jobs are covered by the Clerical-Technical Job Evaluation Plan.

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

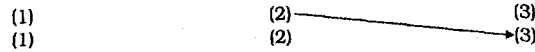
1. The Incumbent's **salary** dollars (rate) **shall** be held constant, except for increases referred to in Subsection **9.9.2(4.)**, commencing on the date of issue of the Advice of Rating form issued by the Company.

2. Annually thereafter, **the** incumbent shall have his/her rate reduced by one progression step in the manner portrayed by the chart below.
3. The above process shall continue until the maximum dollars in the salary range for the restructured job are reached.
4. In the **foregoing** process of reduction, current salary schedule dollars shall be used. These include general negotiated increases and cost of living increases.
5. Reduction of One **Salary** Grade

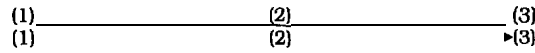
(a) Incumbent is in **3rd** progression **step**²



(b) Incumbent is in **2nd** progression **step**³

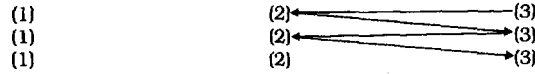


(c) Incumbent is in **1st** progression **step**⁴

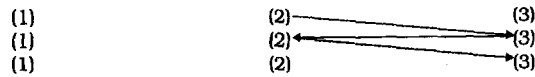


6. Reduction of More than One Salary Grade

(a) Incumbent is in **3rd** progression **step**⁵



(b) Incumbent is in **2nd** progression **step**⁶



² On the date of issue of the Advice of Rating form.

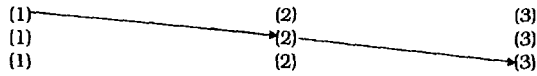
³ On the date of issue of Advice of Rating Form.

⁴ *ibid.*

⁵ *ibid.*

⁶ *ibid.*

(c) Incumbent is in 1st progression step⁷



**10.0 POSITIONS EXCLUDED AS PER ARTICLE 1
- WEEKLY-SALARIED (CLERICAL AND TECHNICAL)**

Incumbents in positions excluded under Article 1 perform certain inherent work functions which are part of their normal duties. It is also recognized, however, that such work functions will not be performed for the purpose of reducing staff requirements or deliberately to avoid overtime for employees represented by the Union. If the Union believes that this provision is being abused, it may lodge a grievance under Article 2 of the Collective Agreement.

**11.0 SHIFT WORK - INFORMATION MANAGEMENT
FACILITIES**

It is recognized that Information Management Facilities shift working employees at head office must undergo conditions not normally experienced by other weekly-salaried employees.

11.1 Rats of Pay

The basic rate of these employees shall be established by the Clerical-Technical Job Evaluation Plan and as set out under salary schedule 20. Calculation of all premiums shall be made on this basic rate. An increment of seven and one-half percent (7.5%) shall be added to the basic rate of each classification when such classification is designated as being two- or three-shift and six- or seven-day operation. Classifications designated as two- or three-shift, five-day, Monday to Friday operation, will be paid at the basic rate. When an employee is to be placed on or taken off shift work, the Union's chief steward will be notified of such changes in writing.

11.2 Hours of Work

Shift working personnel shall work an average of 35 hours per week over a period of approximately one year. Employees will be informed of their time balance in June. Each employee's time will be balanced at the end of one of the five fiscal weeks immediately preceding December 16. Payment of plus time balances existing on the time balancing date shall be paid before December 31 at the rate of one

⁷ ibid

and one-half times the employee's classification basic rate in effect at the time balancing date.

NOTE

The Company will not be required to balance time for employees who have been hired or transferred from non-shift work to shift work in the five fiscal weeks immediately preceding December 16 until a period of approximately one year following the employee's appointment to the new position has elapsed.

Minus time balances which occur as a result of promotion of a shift working employee within the five fiscal weeks immediately preceding December 16 shall be worked off within the two-month period immediately following the establishment of the minus time.

11.3 Scheduling Provisions

The Company will be responsible for the preparation, content and administration of shift schedules averaging 35 hours per week over approximately a one-year period. These schedules shall cover a nine-week period, posted two weeks in advance, showing the days, hours of work (shift), and position of each employee. Any reserve employees and their hours of work (shift) shall be shown on the schedule. The schedule will provide for a minimum of two shifts (16 hours) off between shifts. Failure to comply with two weeks' advance posting as stated herein shall require payment of one and one-half times the employee's basic rate for work performed under the new schedule until the notice period has elapsed.

Although the content, preparation, posting, revision and administration of shift schedules is the sole responsibility of the Company, the preference of the staff regarding the type of schedule to be worked and the preferences of individual employees regarding vacation periods will be considered, providing such preferences are made known prior to commencement of preparation of new schedules. Where employees feel they have been assigned unreasonable schedules, such schedules shall be considered fit matter for discussion at local level.

NOTE

"The cycling of schedules, allowing for holidays and sickness, may create a reserve of employees over and above the complement required for any shift. Whenever an employee in the normal course of his/her rotation of the schedule becomes supernumerary, he/she will be known as a "reserve employee".

Schedules **will** be posted two weeks **in** advance to cover one, two or three shifts per day for five-, **six-** or seven-day coverage with eight working hours per **shift**.

The day a shift begins will dictate the shift hours, and the **specific** hours of work for **all** Information Management **Facilities classifications** designated as being two or three shift and six or seven days a week operation will be as follows:

Normal Work Schedule

Days		0800 to 1600
Evenings	-	1600 to 2400
Nights		2400 to 0800

All shift workers will eat their meals on duty. On day shift, Monday to Friday, the employee can opt for a normal, unpaid lunch period.

11.4 Schedule Alterations

A **minimum** of seven days' notice shall be given when an employee's hours of work as shown on the schedule are to be changed, with the **following** exceptions:

1. Reserve hours of work may be changed within a calendar day, **providing** a minimum of two non-working shifts' (**16** hours) notice is given before the start of the **first** affected shift.
2. **With** four days' notice, reserve days of work may be interchanged with scheduled days off, within the posted schedule. Such interchange will not be used for an employee while attending meetings Involving the Union.
3. In the case of illness, which would result in a staff shortage, four (**4**) days' advance notice will be given when placing an employee on shift.

11.4.1 Penalties

Failure to **give** the required notice, stated **in** Subsection **11.4**, shall result in the payment of one and one-half **times** the employee's **classification** basic rate until the notice period has elapsed.

11.5 Shift Differential

Sixty cents per hour shall be paid for scheduled hours worked on the evening **shift**.

Eighty cents per hour shall be paid for scheduled hours worked on the night shift.

The appropriate shift differential shall be paid for the **first** eight hours of each scheduled shift on any day and shall not apply for overtime hours. When premium **time is** involved for payment of **shift** worked, the premium rate shall be computed on the standard basic rate, excluding **shift** differential.

Regular part-time and temporary part-time employees will not be eligible for **shift** differential when the shift starts and ends between the hours of **07:00** and **18:00**.

11.6 Special Payment Provisions

One and one-half times the employee's **classification** basic rate shall be paid for scheduled shift work performed on Sundays, and statutory holidays.

NOTE

Shift workers shall receive entitlement for the same number of statutory holidays as Monday-Friday, day-working weekly-salaried employees. Therefore, when a statutory holiday falls on a Saturday, statutory **holiday** credit shall not apply. See chart at end of this section.

11.7 Overtime

Overtime for shift workers shall be paid at the appropriate overtime rate for all hours worked outside of the posted **shift** schedule as per Part **D**, Item **4.2**, paragraphs 1 and 2.

11.7.1 Minimum Payments - Overtime

Minimum payments for overtime **shall** be in accordance with Part 'D', Section **4.4**.

The computing of hourly rates for overtime shall be in accordance **with** the following:

The basic weekly rate of each employee's **classification**, as **set out in** salary schedule **20**, **without** any Increments, premiums or bonuses, shall be divided by **35**. Payment for overtime shall be made not later than on the second pay day following the pay period **during** which the overtime was performed.

The Company agrees to control excessive **authorized overtime** by restricting actual overtime to total not more than two shifts (**16** hours) in any **given** pay week.

11.8 Definition of Notice

Notice: as referred to in this section shall be **defined** as per the **following** example:

One day's notice shall mean three **shifts (24** hours and not an **individual** employee's shift) prior to the start of the first affected shift. Also, the notice period shall be deemed to commence coincident with the posting of the revised schedule. A reasonable effort will be made to contact the employee affected by the change.

11.9 The following items **will** be credited, for pay purposes, on an hour-for-hour basis.

1. Personal **time** off.
2. **Travelling time** outside **normal working** hours.
3. Payment for temporary supervision.
4. Time charges and expenses - employee union **representative**.

When the following items apply a "day" will be the scheduled hours of work for that day:

1. Jury duty.
2. *Funerals.*

3. Moving day.

The basic statutory and special time off provisions remain unchanged in that the time off and pay entitlements will continue to be calculated on a seven-hour basis.

11.10 When employees are on vacation or sick leave, their time for these particular days is to be credited with only seven hours and no positive time balance of one hour.

12.0 SHIFT WORE - MICROWAVE ALARM CENTRE TECHNICIANS

These employees shall be covered by the provisions of Part 'D' except those listed below.

The following items as set out in Part 'D' will not apply to the position of microwave attendant:

1. Section 2.0: Hours of Work - General
2. Section 2.1: Hours of Work - Specific
3. Section 2.2: Hours of Work - Outside Head Office
4. Section 3.0: Shift Differential and Shift Work
5. Section 4.2 numbers 3 and 4: Payment for Overtime
6. Section 4.3: Overtime - Miscellaneous Provisions
7. Section 4.4: Minimum Payments - Overtime

The following provisions will also apply to the position of microwave alarm centre technician:

12.1 Hours of Work and Schedule Provisions

The content, preparation, posting and administration of shift schedules is the sole responsibility of the Company, the preference of the majority of attendants at each station for a particular basic type of schedule will be adopted. Such preferences will be made known to the Company prior to commencement of preparation of new schedule.

However, **if** in the Company's opinion, the **efficiency** of the station or the health of a technician could be detrimentally **affected** by the chosen schedule, then the Company **will** provide the Union (chief steward) with reasons or **medical** opinions why the desired schedule cannot be implemented.

The preference of individual technicians regarding vacation periods **will** be considered, providing such preferences are made known prior to commencement of preparation of new schedules.

1. A six-month regular schedule, averaging **40** hours per week, posted one month in advance, will be prepared and posted, indicating the days and hours of work (shift) for each employee. The design of the regular schedule shall provide for a minimum of **16** hours off between **shifts**.
2. Each employee shall have his/her time balance adjusted to zero at the end of the shift cycle nearest to April **30** and October **31**. The actual date for striking the balance is to be indicated on the master schedule at the **time** of posting. Plus time balances shall be paid for at premium rate.

12.2 Schedule Alterations

A **minimum** of seven days' notice shall be **given** when an employee's hours of work, as shown on the schedule, are to be changed with the **following** exceptions:

1. Supernumerary hours of work may be changed within a calendar day to supply **relief** providing a minimum notice of **16** non-working hours is **given** before the start of the **first affected shift**. If **sufficient** notice cannot be provided, this change **will** not be made.
2. With a **minimum** of four days' notice, supernumerary days of work may be interchanged with scheduled days off for purposes of relief, meetings (excluding meetings involving the Union), interviews, short leaves of absence, **familiarization trips**, training programs and for additional help during heavy work load periods. If more than four weeks separates a scheduled **supernumerary** day from a scheduled day off or four days' notice cannot be given then these may not be interchanged.

3. In the case of illness, which would result in a staff shortage, four (4) days' advance notice **will** be **given** when placing an employee on shift.

12.3 Penalties

Failure to comply with the notice provisions set out in Subsection **12.1(1.)** and **12.2** above shall require the payment of **appropriate** premium rates until the notice period has elapsed.

NOTE

In the above revisions every effort **will** be made by the Company to maintain the minimum of **16** hours off between **shifts**. However, where it is necessary to do so and **with** the appropriate notice, less than **16** hours off between **shifts** may be scheduled. These short changes **will** be limited to two changes per employee for a posted master schedule.

12.4 Overtime Definitions

Prearranged Overtime: Work performed outside normal scheduled hours for which **notification** must be given a minimum of **48** hours in advance, for which time shall be counted from the time the employee reports at his/her headquarters until he/she finishes work at headquarters. In the case of **failure** to **give 48** hours' notice such overtime shall be considered extension or emergency overtime and subject to **provisions** below.

Extension Overtime: Extension overtime covers work performed outside of normal scheduled hours as continuation or extension of the **normal** work period in order to complete **necessary specific** jobs **during** that work period and for which time shall be counted from normal quitting **time** until the employee **finishes** work less any assigned meal periods.

Emergency Overtime: Work outside normal scheduled hours for which there is no prearrangement, or which cannot be considered extension overtime. Such time will be counted from when the employee reports for work at the station until he/she finishes work at the station.

12.5 Minimum Payments

1. When minimum payments do not apply, one hour at straight time **will** be paid in lieu of **time** spent travelling.
2. **All** emergency overtime worked shall receive a minimum payment of four hours' straight time pay or the actual time worked at the appropriate overtime rate, whichever is the greater. **Time** shall be counted from the time the employee arrives at his/her regular work headquarters **until** he/she **finishes** work at that headquarters.
3. All prearranged work outside normal hours performed or reported for due to lack of notice of cancellation on a scheduled day of work shall receive a **minimum** of two hours' straight **time** pay or the actual **time** worked at the appropriate **overtime** rate, whichever is the greater.
4. All prearranged work performed or reported for due to lack of notice of cancellation on a scheduled day off shall receive a minimum of four hours' straight **time** pay or the actual time worked at the appropriate overtime rate, whichever is the greater.
5. All prearranged overtime work cancelled within **48** hours of the designated work commencement **time** shall **require** payment of two hours at the basic rate to all affected employees.

12.6 Special Provisions Concerning Overtime

An employee who is required to work continuously for more than **16** hours shall be entitled to an eight-hour rest period. **Time** spent for meals may be deducted from the total elapsed **time** but is not to be considered as breaking the continuity of the hours worked.

If the rest **period** extends into the employee's normal scheduled hours of work he/she shall be paid at **straight** time rates for the portion of the rest period **which** extends **into** the normal scheduled hours. **This** is in addition to the overtime worked.

Should he/she be required to continue working beyond **16** hours he/she shall be paid two times his/her normal basic rate until an eight-hour rest period is granted.

12.7 Premium Payments

The computing of hourly rates for overtime shall be in accordance with the following:

The basic weekly rate of each employee's classification as set out in salary schedule **20**, without any increments, premiums or bonuses, shall be divided by **40**.

12.7.1 Unscheduled Work

As per Part **D**, Item **4.2**, paragraphs 1 and 2.

12.7.2 Scheduled Work

One and one-half times the employee's basic rate shall be paid for all hours worked on Saturday, Sunday and statutory holidays which occur Monday to Friday inclusive.

Two times the employee's basic rate shall be paid for all hours worked on a statutory holiday **which** occurs on Saturday.

NOTE

These employees **shall** receive entitlement for the same number of statutory holidays as Monday-Friday, day-working, weekly-salaried employees. Therefore, when a statutory holiday falls on a Saturday, statutory holiday credit shall not apply.

12.8 Shift Differential

A **shift differential** of **60** cents per hour shall be paid to employees who are scheduled to work between the hours of **1600** and **2400**.

A **shift differential** of **80** cents per hour shall be paid to employees who are scheduled to work between the hours of **0000** to **0800**. Regular part-time and temporary **part-time** employees **will** not be eligible for shift differential when the shift starts and ends between the hours of **0700** and **1800**.

The appropriate shift **differential** shall be paid for the **first** eight hours of each scheduled shift on any regular scheduled day of work and shall not apply for any overtime hours. When premium time is involved for payment for **shift** work, the premium rate shall be computed on the standard basic rate, excluding shift differential.

13.0 SHIFT WORK - CADS PERSONNEL

The **provisions** of this Agreement shall apply to those employees hired after April 1, 1980 and designated by the Company as being required to work **shift** work to operate the Computer **Aided Drafting** System (CADS).

1. Employees hired **prior** to April 1, 1980 **will** have their day status protected **until** such time as they apply for and are accepted to a position requiring shift work. Every effort **will** be made to provide these employees with exposure to CADS work during day hours.
2. Future vacancy notices **will** identify whether or not shift work is a requirement. The number of **shift** positions which will be advertised **will** not exceed that required for the economic **utilization** of the terminals. **Shift positions will** be comprised of intermediate, senior and design draftspersons.
3. Applicants to advertised vacancies will not be denied promotion due to the lack of opportunity for **training** on CADS equipment.
4. Employees who are selected to vacancies which are **identified** as requiring shift work **will** be subject to the provisions of this Agreement.
5. Day status employees may volunteer for a trial period of **shift** work after which time they may either apply for a shift position when vacant or retain their day status as in 1. above.

The provisions of Part 'D' (**Weekly-Salaried**) of the Collective Agreement shall apply **with** the exception of:

1. Section 2.1: Hours of Work - **Specific**
2. Section 3.0: Shift **Differential** and Shift Work

The following items will apply to the employees working with the CADS:

13.1 Hours of Work - Day Work

Employees as **defined in** this Agreement, may be required to work on "day work". Day work may include assignments to conventtonal

drafting or to CADs equipment. When employees are transferred to or from day work a minimum of seven days' notice **shall** be given. When **working** day work the provisions of Part 'D' (Weekly-Salaried) **shall apply**.

13.2 Working Conditions - Shift

13.2.1 Work Schedules

Although the content, **preparation**, posting and administration of shift schedules is the sole responsibility of the Company, the preference of the majority of shift workers for a particular basic type of schedule will be adopted, provided it meets the requirements of the Company for **effective** operation of the system.

A shift schedule covering a nine week period **will** be posted a minimum of **14** days before its effective date. The schedule will show the days, hours of work (shifts) for each employee.

For purposes of this Agreement, the shift schedule shall be comprised of an afternoon and/or night shift in addition to day work. **The shift** rotation guidelines shall permit an employee to remain on one specific shift for a maximum period of three consecutive weeks without rotation. Assignments to day work are not subject to this limitation.

The design of the schedule **will** provide for a minimum of **14** hours off between shifts.

13.2.2 Hours of Work - Specific

The normal **hours** of work will be seven hours per day, **35** per week on a Monday to Friday basis.

The shift work hours shall be as follows:

1. Afternoon - **1630 - 2330** hours
2. Night - **0000 - 0700** hours

13.3 A minimum of seven days' notice shall be given when an employee's hours of work as shown on the schedule are to be changed.

In the case of illness, which would result in a staff shortage, four (**4**) days' advance notice will be given when placing an employee on shift.

13.4 Failure to comply with the notice provisions set out in Section **13.0(1.)** and **(3.)** of this Agreement shall **require** the payment of appropriate premium rates for **all** full shifts worked until the notice **period** has elapsed.

13.5 Shift Differential

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

A shift differential of **80** cents per hour shall be paid to employees who work scheduled hours between **0000** and **0700**. Regular par-time and temporary part-time employees will not be **eligible** for shift **differential** when the shift starts and ends between **0700** and **1800**.

The appropriate shift differential shall be paid for the scheduled **shift** on any regular scheduled day of work and shall not apply for any overtime hours. When premium **time** is involved for payment for shift work, the premium rate shall be computed on the standard basic rate, **excluding** shift differential.

13.6 Shift work will not be scheduled on statutory holidays Monday to Friday.

14.0 SHIFT WORE - TECHNICAL STAFF (Instructor)

14.1 Applicability

This section **covers the** following **classification**: Instructor.

14.2 Intent

The Intent of this section is to provide a framework **within** which employees in the above named **classifications** may be assigned to shift work on a Monday to Friday basis for **limited** periods of time. The "**limited** period" is to be less than three months **in** each year for each employee unless the employee Involved specifically consents to an extension.

14.3 Implementation

When shift work is required, management **will** solicit preferences for shift work from the employees in the required **classifications**. If employees with the required **skill**, knowledge, experience, etc., indicate a preference for shift work, management will select from among these employees. If **insufficient qualified** volunteers are

available, management will assign the shift work to **qualified** employees, endeavouring to minimise personal inconvenience.

14.4 Duration of Shift Hours

The employees who may be required to work shifts under **this** section include **both 35 and 40** hour per week positions. They **will** work a time balanced schedule.

Forty hour per week employees when assigned to shift work **will** work the same hours as regular **shift** workers on shift.

Thirty-five hour per week employees when assigned to **shift** work will normally work seven-hour shifts. This may, at management's discretion, be increased to **eight-hour** shifts.

14.5 special Provisions when on Shift

1. Shift work shall not be implemented for a period of three working days or less. If the working period is three days or less, the appropriate premium rate will be paid for the **minimum** three-day period.
2. The Company **will** provide **72** hours' (three calendar days) posted **notice** of the commencement and termination of a shift. **Failure** to provide such notice **will** require a penalty payment of premium rates for **all** changed hours of work **within** the notice period.
3. Such a placing on shift work **shall** not deprive an employee of his/her **total** number of normally scheduled weekly hours.
4. Revision to the work schedule shall provide for a **minimum** of **15** hours off between shifts. Failure to provide such time off will require the penalty payment for the **first affected shift**.
5. Shift differential shall apply to employees required to work on a three-shift schedule or a two-shift schedule and shall not apply for **overtime** hours. Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between **0700** and **1800**.
6. Work **in** excess of the total number of normal daily hours will be paid at the appropriate **overtime** rates.

14.6 Deleted Provisions When on Shift

When an individual is assigned a shift and the provisions of **14.5** are In effect, the following provisions of Part 'D' will not apply:

1. Section **2.0**: Hours of Work - General
2. Section **2.1**: Hours of Work - **Specific**
3. Section **2.2**: Hours of Work - Outside Head Office

15.0 JOB/FIELD CLERKS

15.1 Hours of Work

The normal work week for employees In these two classifications shall be **37-1/2** hours per week consisting of eight hours per day Monday through Thursday. and **five** and one-half hours on Friday.

All hours worked in excess of **normal daily** hours will be paid for at appropriate overtime rate.

For alternate hours of work arrangements refer to the Bargaining Memorandum of Understanding dated December **13, 1991**.

15.2 Christmas Shutdown

15.2.1 It is recognised that the Company shall retain the right to designate those **positions** which require coverage during the shutdown. When a **Christmas** shutdown is declared by the Company. eligible weekly-salaried employees shall have the **option** of repayment by:

1. Applying unused vacation credits from **the** present year (when a **Christmas** shutdown period extends Into the next calendar year, an employee will have the right to use his/her unused vacation from the previous year).
2. Applying next year's vacation entitlement (restricted to shutdown days only).
3. Requesting **time** off without pay [restricted to shutdown days only).
4. The use of make-up time at straight time.

The Company will maintain **salaries** of weekly-salaried employees who elect to work make-up **time**. The

employee **will** work make-up time **within** the following periods:

Shutdown Period	Make-up Period
4 working days or less	October 15 to February 1
More than 4 working days	October 1 to March 31

5. **The** use of banked overtime hours as per Section **15.3**. The selection of option **4**. above precludes the use of this option during the make-up period.

Unpaid overtime worked shall be **paid** to the employee at the appropriate premium rate in the event of his/her transfer or termination prior to receiving the **time** off with pay during **the** shutdown period.

The employee **will** indicate to his/her supervisor **his/her** selection of the above options prior to the commencement of the make-up period. The employee may change **his/her options** at any time provided the employee's supervisor authorises the change.

- 15.2.2** **The** employee may elect to bank one hour for each overtime hour worked for application to the Christmas shutdown. The maximum number of hours that can be banked is equal to the duration of the Christmas shutdown. **The** premium portion of the overtime worked shall be **received** In earnings the following pay period or in equivalent **time** off with pay.

15.3 Equivalent Time Off With Pay

Job/Field Clerks **will** be compensated, either in money or in time off, for **all overtime authorized** by **the** supervisory **staff**.

The employee may request that the method of compensation be time off for the hours worked plus **premium** hours, but time off **with** pay will be subject to the supervisor's **approval**.

When time off is used as a method of **compensation**, the time off will be taken within six months of the date the overtime was worked subject to the approval of management.

15.4 Lateral Transfer of Job/Field Clerks

Employees will be laterally transferred when staff becomes available at a **particular** residence headquarters and corresponding needs become apparent in the same **classifications** at other residence headquarters.

Management will Inform all employees affected when a change occurs in the construction program which may cause staff to be transferred. If there is more than one qualified employee in the **classification**, the **selection** for transfer **will** be made on the basis of the most senior employee who is prepared to accept the transfer. If none of the qualified employees in the **classification** accept the transfer, then the most junior qualified employee **will** be transferred. **The** Chief Steward **will** be the last one In a classification required to be transferred, provided that the employee concerned has the necessary **qualifications** to perform remaining work.

15.4.1 Surplus Staff Procedure

The surplus of **staff** shall be done in accordance with Article 11 after the provisions of **15.4** have been **applied**.

15.5 Notice of Transfer

When Job/Field Clerks are transferred and a change of residence headquarters **is** involved, a minimum of two weeks' notice shall be given.

When the Company considers a preliminary trip to the new location is necessary for interview of employee or for him/her to seek a house, the time, board and lodging and travelling expenses of the employee may be paid. **Following** an employee's move to this/her new residence headquarters, and **while** awaiting the transfer of his/her **family, time** off may be required in order for him/her to seek a house. For such purposes reasonable time off **without** loss of earnings may be granted at the Company's discretion. **This** allowance would normally be expected to supplement efforts made by the employee during non-working hours and as such would not normally exceed a total of one **full** working day.

15.6 Board and Travel Expense - Job/Field Clerks

1. A residence headquarters will be established for each **job/field** clerk.

2. Job/Field clerks **will** be paid a board and travel expense subject to the **following**:

No compensation will be payable to the **job/field** clerk for travel from his/her residence to the regular work headquarters (e.g. first site on the line). In remote locations where it is not possible to have residence headquarters established within reasonable close proximity (**40** road km) to the work headquarters, the board and travel expense **will** be paid.

at subsequent temporary work headquarters, compensation will be based on the distance from the employee's residence to the temporary workheadquarters as **follows**:

up to 16 road km	- no expenses
16 and up to 39 road km	- \$13.00 per day worked
40 and up to 55 road km	- \$15.00 per day worked
56 and up to 79 road km	- \$20.00 per day worked
80 and up to 104 road km	- \$26.00 per day worked
Greater than 104 road km	- \$31.00 per day worked

In unusual circumstances, the Company at its discretion may place employees in hotels/motels or camps at no charge to the employees. In such cases, the expenses as noted above will not apply.

15.7 Job Shutdown Due to Lack of Work

Job clerks will be subject to standoff when no work is available. Vacation, floating statutory holidays, leave of absence without pay or equivalent time off with pay can be used under such circumstances.

15.8 Extreme Weather Closure

At certain times of the year, the **offices** or other **buildings** of the Company may be closed due to extreme weather conditions.

Job/Field Clerks shall receive **time** off with pay for these **periods**.

**TIME ENTITLEMENT - INFORMATION MANAGEMENT
FACILITIES**

	Monday to Friday	Saturday	Sunday	Statutory Holiday Monday to Friday	Statutory Holiday Saturday
Scheduled Hours of Work	Straight Time	Straight Time	Time and one-half	Time and one-half plus statutory holiday credit	Time and one-half
Non-Scheduled Hours of Work	First four clock hours worked after normal quitting time at one and one-half times. All other hours worked at 2 times.	Double Time	Double Time	Double time plus statutory holiday credit	Double Time
Scheduled Day Off	No Entitlement	No Entitlement	No Entitlement	Statutory Holiday Credit	No Entitlement

TIME ENTITLEMENT - MICROWAVE ALARM CENTRE TECHNICIANS

	Monday to Friday	Saturday	Sunday	Statutory Holiday Monday to Friday	Statutory Holiday Saturday
Scheduled Hours of Work	Straight Time	Time and one-half	Time and one-half	Time and one-half plus statutory holiday credit	Double Time
Non-Scheduled Hours of Work	First four clock hours after normal quitting time at one and one-half times. All other hours worked at 2 times.	Double Time	Double Time	Double time plus statutory holiday credit	Double Time
Scheduled Day Off	No Entitlement	No Entitlement	No Entitlement	Statutory Holiday Credit	No Entitlement

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

GRADE	STEP 1	STEP 2	STEP 3
68	1,464.77	1,511.52	1,558.27
67	1,381.87	1,425.97	1,470.07
66	1,303.78	1,345.39	1,387.00
65	1,230.27	1,269.54	1,308.80
64	1,160.99	1,198.05	1,235.10
63	1,095.78	1,130.75	1,165.72
62	1,034.38	1,067.39	1,100.40
61	976.55	1,007.71	1,038.88
60	922.07	951.50	980.93
59	870.79	898.58	926.37
58	820.02	846.19	872.36
57	772.27	796.91	821.56
56	727.27	750.48	773.69
55	684.91	708.77	728.63
54	645.02	665.80	686.19
53	607.43	626.81	646.20
52	572.07	590.33	608.59
51	538.71	555.91	573.10

This schedule is applicable to positions established as having a 35, 37-1/2, or 40-hour basic work week.

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

Compensation, Benefits & Health Services
Effective: March 30, 2000
Revised

**HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 21**

B ██████████ **S**
- DOLLARS PER WEEK

<u>GRADE</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
<u>LIBRARIANS</u>							
02	Librarian	1,032.00	1,069.00	1,118.00	1,137.00		
<u>HELICOPTER POSITIONS</u>							
21	Air Engineer	1,193.01	1,218.28	1,241.03	1,263.78		
22	Helicopter Pilot	1,588.04	1,663.23	1,749.42	1,833.77		
24	Helicopter Maintenance Inspector	1,314.40	1,338.97	1,364.90			
<u>AUDIO, VISUAL, WRITING AND GRAPHIC DESIGN SERVICES</u>							
33	Editorial Assistant	814.28	872.44	931.61	1,002.81		
34	Artist	863.72	957.41	1,038.26	1,120.40	1,201.25	1,283.39
41	Assistant Environment Specialist	1,079.02	1,146.45	1,213.89	1,281.33	1,348.77	

Librarian, Grade 02 is rounded to the nearest whole dollar.

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

Compensation, Benefits & Health Services
Effective **March 30, 2000**
Revised

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

GRADE		STEP 1	STEP 2	STEP 3	STEP 4
	COMMUNITY COLLEGE STUDENTS	1st year	2nd year	3rd year	
21	Group 2 - Community College and Polytechnical	515.00	573.00	630.00	
		1st or	3rd Term	4th Term	5th Term
22	Group 3 - Community College and Polytechnical Co-Op Programs	515.00	544.00	601.00	630.00

GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	UNIVERSITY STUDENTS	1st year	2nd year	3rd year	4th year		
31	Group 4 - University	540.00	630.00	720.00	810.00		
		1st or	3rd Term	4th Term	5th Term	6th Term	7th Term
32	Group 5 - University Co-Op Programs	540.00	585.00	675.00	720.00	765.00	810.00
		2nd Term	12 mo	16 mo	20 mo	24 mo	28 mo

NOTES:

1. This schedule is applicable to positions established as having a 35, 37-1/2, or 40-hour basic work week.
2. Appropriate experience (other than previous summer work) can justify a higher rate than the academic year of student in question.
3. Students will normally be required to join the PWU within 15 days.
4. The grade and corresponding rate paid to the student is based on the academic term that the student has successfully completed, rather than actual work activities. The exceptions are:
 - 4.1 Students who are hired into an hourly-rated position will be paid the applicable hourly rate.
 - 4.2 When a student is placed in a Clerical-Technical position for which a wage or salary grade has been established, the student shall be paid the rate for that position.
5. Allowance will be paid to a summer student in accordance with the normal practice for the setting in which the works.

Compensation, Benefits & Health Service
 Effective: **March 30, 2000**
 Revised

87
00

HYDRO ONE
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 87

██████████ - DOLLARS PER WEEK

<u>GRADE</u>		<u>STEP 1</u>
01	1st year of employment	495.61
02	2nd year of employment	538.71
03	3rd year of employment	590.33
04	4th year of employment	626.81

NOTES

1. Summer students may be used in clerical positions up to and including Salary Grade 55 at the appropriate "year of employment" level.
2. Students will be required to join the PWU within 15 days.
3. Special Project Allowance or Field Allowance will be paid to a Summer Student in accordance with the normal practice for the setting in which the student works.

Compensation, Benefits & Health Services
Effective: **March 30, 2000**
Revised:

APPENDIX "A"

for **Construction** and Supplementary
Maintenance

made and entered into

BETWEEN

HYDRO ONE INC.
(the "Employer")

and

POWER WORKERS' UNION (**PWU**)
(hereinafter called the "**Union**")

Index
Hydro One Inc./ Power Workers: Union Appendix

	<u>Title</u>	<u>Page</u>
Section 1	Preamble.....	.
Section 2	Scope of Agreement.....	3
Section 3	Mid-Term Agreement.....	5
Section 4	Work Assignment.....	5
Section 5	Union Rights and Representatives.....	5
Section 6	Employee Designation.....	.
Section 7	Union Security.....	11
Section 8	Employment Practices/Hiring.....	11
Section 9	Hours of Work.....	21
Section 10.....	Wages and Pay Procedure.....	26
Section 11.....	Union and Benefit Funds.....	30
Section 12.....	Travel and Room and Board Allowance.....	31
Section 13.....	Tools and Clothing.....	38
Section 14.....	Grievances and Arbitrations.....	40
Section 15.....	Committees.....	41
Section 16.....	Lunchroom Facilities.....	.
Section 17.....	Pregnancy/Parental/Adoption Leaves.....	44
Section 18.....	Selection to Vacancies.....	44
.....	Principles Related to Apprenticeship Program.....	45
.....	*..... Tool List.....	46
.....	Letters of Understanding.....	48

SECTION 1 PREAMBLE

100 WHEREAS the Union, as **defined in** the covering page of **this Collective** Agreement. has **in** its membership competent, **skilled** and qualified workers to **perform** the work coming **within** scope of **this agreement**; and

WHEREAS **Hydro One Inc.** and the **Union** desire to mutually establish and **stabilize** wages, hours and working conditions for all employees of **Hydro One Inc.** **performing** construction and supplementary maintenance work **and further**, to encourage closer **co-operation** and understanding between **Hydro One Inc.** and the Union to the end that a **satisfactory**, continuous and harmonious **relationship** will **exist** between the **parties to this Agreement**.

NOW THEREFORE, The Company and the Union mutually agree that the working conditions as set out below shall be **applicable** to these employees of **Hydro One Inc.**

SECTION 2 SCOPE OF AGREEMENT

200 A. **Hydro One Inc.** recognizes the **Union** as the sole **bargaining** agent for all employees who perform construction and maintenance work save and except that work which is performed by other **unions within** the scope clauses of **their** current Collective Agreements **with Hydro one Inc.**

B. **This** section applies to all work as **defined** in A. above save **and** except that work which is performed by **PWU** regular employees as defined in the main agreement and shall include the **following** classifications:

Electrician Journeyperson including senior forepersons, forepersons and sub-forepersons
Electrician Apprentice

Electrical Forester - Journeyperson including Senior foreperson, forepersons and sub-forepersons

Electrical Forester - Apprentice

Electrical Forester - Skidder Operator

Electrical Forester - Labourer including senior foreperson, forepersons and sub-forepersons

Linepersons (formerly lineman) including senior forepersons, forepersons and sub-forepersons

Line Apprentice

Communication Electrician including senior foreperson, forepersons and sub-forepersons

Mechanical Trades Persons including senior foreperson, forepersons and sub-forepersons

Mechanical Trade Apprentice

Civil Trade Apprentice

Civil Trades Persons including senior forepersons, forepersons and sub-forepersons

Such other **classifications** subsequently agreed to by the parties.

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

Additional Classifications:

On the request of the OHSC Vice President of Labour Relations or the PWU Divisional Vice President, the parties will meet to discuss the merits of adding any new classifications.

The parties will consider adding a classification when:

- 1. Work is required in the classification and,***
- 2. Regular employees are not available to perform the work and,***

3. The work is not ongoing in nature.

Nothing in this clause limits the current right of OHSC to hire temporary employees in those classifications not included in Appendix "A".

- C. The Union **recognizes Hydro One Inc.** as the exclusive employer agency for this Agreement, and in **all** matters pertaining to the **administration** of this Agreement.
- D. The term "employee" refers to **all** casual employees of the Employer in the **classifications** as set out in Item **B** above.
- E. A sub-foreperson is an individual who exercises some **supervisory responsibility** and may use the tools of the trade.
- F. The term "Employer" shall mean the **Hydro one Inc.**

201 A. **This** Agreement shall be deemed to include **any additional** Appendix and/or wage schedule added, as the said appendices and/or wage schedules may be revised by **Hydro One** Inc. and the **Union** by mutual agreement, from time to time.

202 Geographic Jurisdiction

- A. The **jurisdiction** of the Union is all of **Hydro One Inc.**

SECTION 3 MID-TERM AGREEMENT

302 A. **This** Agreement shall be subject to amendment at any **time** by mutual consent of the **parties** hereto.

SECTION 4 WORK ASSIGNMENT

400 A. No **Construction** and/or supplementary

maintenance work for Network **Services** shall be contracted or subcontracted except where Network Services does not normally perform the work of the Mechanical and/or Civil Trades. such **work** may be contracted or **subcontracted**.

- B. **Hydro One Inc.** will **provide** notice to the **Union** as far in advance as possible of all new **work coming** under **the scope of this Appendix and** all related **contracted or subcontracted** work.
- C. The **jurisdiction** of the Union shall be as described in **Section 2** of this **Appendix**.
- D. **The jurisdiction** of each classification shall be **established by the** Union.

SECTION 5 UNION RIGHTS AND REPRESENTATIVES

501 A. The Union will **designate Union representatives** as **&credited Union Representatives** to handle the day-to-day **administration of this Agreement**. The **Union will notify Hydro One** Inc. Management **in writing** of the **names** of such Union **representatives**, or alternates in the **event of illness or unavailability**, so that they may be issued **identification cards to permit** entry to work **locations**. Upon entering the work **location**, such representatives after **identifying themselves** to the **Hydro One** Inc. **representative** will be free to observe the **progress and conduct of the work and to conduct** normal Union business associated **with the administration** of this Collective **Agreement**. The Union undertakes that these **representatives will** not unduly interfere in any way **with** said work.

502 A. The Union **reserves** the **right** to appoint or remove any Steward or Senior Steward on

any work site where workers are employed under the terms of this agreement. If a Steward is transferred to another worksite, and they will continue to be **recognized** as a Steward unless there is another Steward on **that site**. In such cases, the transferred Steward will not be **recognized** unless the Employer is **notified** by the Union.

- B.** The **Hydro One Inc.** Representative shall be notified in writing when a Steward or Senior Steward is appointed and when such Stewards cease to act as Stewards.
- C.** The Steward will be responsible for his/her regularly assigned work on behalf of his/her Employer.
- D.** Such Stewards shall be allowed **sufficient** time to see that the provisions of this Agreement are observed.
- E.** No Steward shall be discriminated against by the Employer because of the performance of their duties as a Steward.
- F.** Provided he/ she is qualified to do the work, a Steward who is working at a **worksite** where overtime is being worked shall be given the **first** opportunity to work on that overtime work.

Provided he/she is qualified to do the work, a Steward who is working in a work group where overtime is being worked on Saturdays, Sundays or **Recognized** Holidays shall be given the first opportunity to work.
- G.** Where appropriate as decided by the Union and where more than one Steward is required, one Steward shall be appointed Senior Steward.

- H. The Senior Steward, providing he/she is qualified to perform the work, shall not have their employment terminated or be transferred **without** the consent of the Accredited Union Representative until as near as possible to the completion of the job, unless with just cause. Where an Employer has only one Steward appointed for a job, such Steward will receive the same consideration given a Senior Steward as noted above.
- I. The Employer shall notify the Union prior to transferring a Steward to another Superintendent.

503

- A. Any worker acting as the designated or **certified** Health & Safety representative or alternate as defined by the Occupational -Health & Safety Act shall Health & Safety Act shall be treated the same as Senior **Stewards** for purposes of lay-off. Providing he/she is qualified to perform the remaining work, the designated certified Health & Safety representative or certified alternate shall be the last to be laid off prior to the Senior Steward.
- B. If management feels that any Health and Safety representative, is not discharging his/her health and safety duties in a manner that follows the intent and spirit of the legislation, the Employer may refer the issue to the Joint Committee referred to in Section **15** for resolution. If the matter cannot be resolved by the Joint Committee, the grievance procedure may be invoked.

SECTION 6

EMPLOYEE DESIGNATION

600

- A. It is understood that senior forepersons, forepersons and sub-forepersons hold responsible positions in the relationship

between the Employer and the Union. Both parties agree that every effort should be made to recruit and retain senior forepersons, forepersons and **subforepersons** who have a high degree of efficiency in **the** performance of their jobs and in the handling of their workers. Recognising the responsibilities involved in performing supervisory duties and being a member of the Union, the Employer and the Union will make every effort to minimise problems that may arise which concern the relationship between the **foreperson**, senior forepersons and **subforepersons**, the Employer, and the Union.

- B. The parties recognise the responsibilities of senior forepersons and forepersons to discharge their supervisory duties. If **the** Union feels that the senior foreperson and foreperson is not discharging his/her supervisory duties in a manner that is fair and equitable, or if an Employer feels that the Union is interfering with the senior foreperson or foreperson in **the** performance of his/her supervisory duties, the Employer or the Union may refer the problem to the Joint Committee referred to in Section 15 - Committees, Subsection 1500 - Joint Committee, for resolution. If the matter cannot be resolved by the Joint Committee, the grievance procedure may be invoked by either party.
- C. The selection of forepersons will be the responsibility of the Employer **and** done by name hiring from Union members. When making appointments to the foreperson and **subforeperson** levels, the Employer will give consideration to those **PWU** members presently employed pursuant to this Appendix however this does not create an obligation to make an appointment of a

foreperson from these employees. The retention of forepersons will be the exclusive right of the Employers.

- D. **Such** forepersons and **subforepersons** shall be members of the **PWU** and shall **register** at the **Union Office** be issued with clearance cards. If clearance has not been **provided** within three **(3)** working days the Employer may proceed with the employment of the **foreperson** unless the employee's union dues are in **arrears**.
- E. In the interest of efficiency and productivity, the Employer shall have the right to move **forepersons** and **subforepersons** from **worksite to worksite**.
- F. The **senior forepersons differential** shall be **fifteen (15)** percent above the journey person rate **differential as set** out in the existing **wage schedule**. The senior foreperson has **responsibilities** over and above the **forepersons e.g.; multiple crews**. The **foreperson's** differential shall be twelve **(12)** percent above the **journey person** rate **differential as set** out in the existing wage **schedules**. The **subforeperson's differential** shall be six **(6)** percent above the journey person rate differential **as set** out in the existing wage schedules. The rates of pay for all **forepersons** and **subforepersons** covered by this Agreement will be set forth in the **current wage** schedules. **Hydro** One Inc. will provide the Union with current wage schedules.
- G. **PWU** members acting as a General **Foreperson** for periods of less than three **(3)** months shall be **members** of the Union.
- H. **Persons** appointed to foreperson and senior forepersons positions will be provided

supervisory training, prior to appointment, when possible.

- I. Forepersons may be required to work the tools when the crew **size is five (5)** or less including the foreperson.
- J. Employees employed under this Appendix shall work in separate crews with separate Union Supervision unless mutually agreed upon otherwise by Management and the **PWU** Divisional Vice President.

SECTION 7

UNION SECURITY

700

- A. All employees falling under the **scope** of this agreement will be **members** or will apply for membership in the **PWU** within fifteen **(15)** calendar days, and will maintain such membership in good standing in the Union as a condition of employment. The employer will co-operate with the Union but bears no responsibility for policing membership status.

SECTION 8

EMPLOYMENT PRACTICES/ HIRING

800

- A. A contact person will be designated by **Hydro One Inc.** for the **purpose of co-ordinating** employment **as** specified in this Section.
- B. **Hydro OM Inc.** and the Union will exchange the names of their representatives who will be responsible for co-operating in the referral and employment of reliable and competent Union members.
- C. **Hydro One Inc.** will notify the Union of future **staffing** requirements for all **employees** coming within the scope of this Agreement.
- D. The Union will co-operate with the Employer and **advise** the **Hydro One Inc.** contact person of the name, address and telephone

number of those being referred as soon as it is known and before the employee commences work.

- E. **The Union will review the job description and Physical Demands Analysis (PDA) with potential employees prior to referral to OHSC. The employee will be expected to sign off the job description and PDA on hire.**
- F. **The Union will direct members to provide, at hiring, all applicable licenses and certificates.**

801

- A. The employment of workers shall be carried out on the following basis and sequence:

- (i) Such workers shall not be employed unless they are in possession of a clearance Card from the Union office.

- (ii) If the Union is unable to furnish appropriately qualified or certified members or non-member (permit holders) workers to the Employer within three (3) working days of the time the Union office receives the request for workers (excepting Saturdays, Sundays, and Holidays), the Employer shall be afforded the right to employ workers (permit holders) as are available. The Union will issue clearance cards to workers hired in these circumstances. Non-members referred in this situation will be considered permit holders and the Union will notify the Employer when permit holders are referred.

Permit holders by classification may be replaced by Union members after three (3) working days' notice to the

Employer but **in no case** until such **permit** holders have worked a minimum of one **(1)** month.

802

- A. When unable to proceed **with** work, an Employer may elect to either layoff or standoff **part** or **all** of his/her crew.

In **all** cases of layoff the Employer shall layoff its **employees within** the classification **in** the following **sequence**:

- (i) permit holders;
- (ii) Union members;

- B. The purpose of this **Section is** to ensure fair and equitable treatment of employees in the event of **reductions in** the work force while, at the same time, allowing the Employer to direct **and** deploy the work force. **Nothing in this Section restricts** the Employer's right to **transfer** employees to meet work demands.

- (i) **The retention** of employees who are members of the Union and covered by this Agreement in the Employer's **service** shall be governed by this **Section**.
- (ii) For the purposes of this Section, there shall be the following classifications of employees:

Electrician **Journey**person including senior foreperson, forepersons and sub-forepersons

Electrician Apprentice

Electrical Forester - **Journey**person

including senior foreperson,

forepersons and sub-forepersons

Electrical Forester - Apprentice

Electrical Forester - Skidder Operator

Electrical Forester - Labourer

**including senior foreperson,
forepersons and sub-forepersons**

Linepersons (formerly lineman)

including senior foreperson,
forepersons and sub-forepersons

Line Apprentice

Communication Electrician including
senior foreperson, forepersons and
sub-forepersons

Mechanical Trades Persons including
**senior foreperson, forepersons and
sub-forepersons**

Mechanical Trade Apprentice

Civil **Trade** Apprentice

Civil Trades Persons including senior
foreperson, forepersons and **sub-**
forepersons

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

(iii) Employees to be retained must have
the necessary **qualifications** skills and
ability to **satisfactorily** perform the
work to **be** done.

(iv) Seniority as used in **this** Section is
based on the employee's Established
Commencement Date (**ECD**).

(v) **In** the event of a reduction of **staff**
(excluding **standoffs**) and subject to (iii)
and (iv) above, employees who are not
members of **Union** shall be laid off prior
to employees who are members of
Union. Employees who are not
members of **Union** shall not be subject
to the conditions contained **in (vi)**
below.

(vi) Subject to (iii) and (iv) above, the
following conditions shall apply:

(a) In the event of a reduction of staff (excluding standoffs), the Employer will identify which of the classifications listed in (ii) will be affected.

(b) In the event of a reduction of **staff** (excluding standoffs), employment retention by seniority shall be as follows:

0 to (9) months	No Seniority
Nine (9) months to (5) years	Seniority by Geographic Territory (Southwestern, Central, Eastern, Northeastern & Northwestern)
Over five (5) years	Seniority Province Wide

• When relocating employees as a result of the application of this Section, the Employer shall provide transportation or pay the equivalent of **the** cost of **public transportation** or mileage, whichever is deemed appropriate by the Employer, for the initial trip to the new work location from **the** employee's most recent work location. The **Employer shall** also pay travelling time at the appropriate straight-time rate up to a maximum of eight **(8)** hours per day.

(vii) In cases involving reduction of staff, an employee will not lose their service credit unless he/she has a break in service of greater than six **(6)** months. An employee terminated for any of the following reasons will not lose their service credit unless he/she has a break in service of greater than three **(3)** months:

- (a) discharge for cause;
- (b)** voluntary termination;
- (c)** layoff necessitated by refusal to accept a transfer resulting from the implementation of **the** Seniority Clause.

C. Standoff

- (i) Standoff is a mechanism to be **utilized** for short durations by the Employer, when work is delayed e.g., spring breakup (1 / 2 load season) material shortages, outages and release of scheduled work. The standoff process is not intended to circumvent the Layoff procedure.
- (ii) If the Employer elects standoff, it reserves the right to standoff its employees including stewards without pay up to a maximum of fifteen **(15)** consecutive working days'. No daily travel or room and board allowance will be paid to an employee for a standoff period. Senior stewards shall only be placed on standoff when all others in the work group are on standoff.
- (iii) If standoff continues beyond fifteen **(15)** consecutive working days, an employee, at his/her option, may elect to remain on standoff up to a maximum of **45** days' or be removed from standoff at anytime during that **45** days'.
- (iv) An employee who elects to remain on standoff shall be issued a Record of Employment Form indicating "standoff - lack of work" dating back to his/ her first day on standoff.
- (v) If **an** employee elects layoff, it shall be carried out in accordance with the terms of Subsection **802**, Item A and **B**. Where appropriate, an employee laid off

off **will** be issued a Record of Employment Form indicating "layoff - shortage of work" dating back to **his/her first** day on standoff.

- (vi) **No employee** shall be placed on standoff more than twice annually, in a calendar year (**January 1st** to **December 31st**), unless additional **standoff(s)** is agreed to by the employee.

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 **\$.35** per kilometer whichever is deemed appropriate by the Employer, for the **initial** trip to the new work location from the employee's most recent work location. The Employer shall also pay travelling **time** at the **appropriate straight-time** rate up to a **maximum** of eight **(8)** hours per day.
- (ii) The Employer **will** make every reasonable effort to transfer employees as near as possible to their regular residence as the work permits.
- (iii) Employees who are receiving subsistence allowance shall be **notified** of all potential transfers or layoffs no later than Thursday of the previous week when **possible**.

B. Transfer Line Work

- (i) When making decisions regarding the

transfer of individual employees or crews for line work, the Employer **shall** adhere to the transfer process detailed **in subsections C and D**, subject to the following exclusions from application:

- (a) **Transfers within** a Superintendent's **jurisdiction**.
- (b) **Individual** employees and crews **with specialized skills**.
- (c) Forepersons.
- (d) Apprentice in conjunction **with** the mandate of the Joint Apprenticeship **Council** on transfers.

C. Individual Transfers

- (i) **Prior** to implementing any transfers of **individual** employees for **line work**, the Employer shall identify the work location requiring **additional** Staff and the **work location** with staff available for transfer. The Employer shall **first attempt to** satisfy a requirement for **additional staff** by considering any outstanding requests for **transfers** which are on **file** and requesting volunteers **from** the work location with available staff.
- (ii) If there **is** an **insufficient** number of volunteers to meet requirements, the Employer shall request additional **volunteers from** the "**Work** Group" covering the above work location.
- (iii) Volunteers from the appropriate classification **will** be transferred to meet requirements.
- (iv) If after soliciting volunteers through **steps (i)** and **(ii)** there are **still insufficient** volunteers, then the most junior person in the **appropriate**

classification within the "Work Group" will be transferred.

D. Crew Transfers

- (i)** Crew transfers to another work group **will** be of a temporary nature and last no more than six **(6)** weeks in duration. **Subject** to the approval by the Union, crew transfers may be extended beyond six **(6)** weeks in duration.
- (ii)** Prior to selecting the crew(s) to transfer for line work, the Employer will identify the location requiring the additional crew(s) and the work **location having** the available crew(s) for transfer.

E. Transfer for Other Than Line Work

- (i)** When making decisions regarding the transfer of employees for other than line work the Employer shall adhere to the transfer process detailed in **subsection (ii)**, subject to the following **exclusions** from application:
 - (a)** Transfers within a **Superintendent's jurisdiction.**
 - (b)** Individual employees with **specialized** skills.
 - (c)** Foreperson.
 - (d)** **Apprentices** in conjunction with the mandate of the Joint **Apprenticeship Council** on transfers.
- (ii) Transfers**
 - (a)** **Prior** to implementing any transfers for other than **line** work, the Employer shall **identify** the work **location** requiring

additional staff and the Superintendent with staff available for transfer. The employer shall first attempt to satisfy a requirement for additional staff by considering requests for transfers from volunteers.

(b) If there is an insufficient number of volunteers to meet requirements, the Employer will select the most junior person in the appropriate classification under the Superintendent to be transferred.

(c) Exception: **When** the Superintendent has responsibility for an unusually large geographic area, the work group may be split into subgroups by mutual agreement of the parties and the Employer will transfer the most junior person from the appropriate classification within the "sub group". It is agreed that the current geographic area of the Superintendent in the North falls under this exception rule.

F. The employer reserves the right to transfer employees between all construction sectors to meet its needs.

804

A. The designated certified Health & Safety Representative and certified Health & Safety alternate, Joint Health & Safety Committee members, Health & Safety Representatives, and Union Safety Representative shall be excluded from the transfer provisions. These individuals will be transferred by joint

agreement of the Superintendent and the Accredited Union Representative based on the overall health, safety and **efficiency** needs of both parties.

SECTION 9 HOURS OF WORK

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

The weekly hours **shall** be:

- (i) worked in five **(5)** days' of eight **(8)** hours each, Monday to Friday inclusive, or
- (ii) the weekly hours of work (Monday to Friday inclusive) for all employees may be arrived at by having the employees work four **(4)** consecutive ten-hour shifts or by having the employees work **five (5)** consecutive eight hour shifts. Weekly hours will be established for a **minimum** period of **thirty (30)** days. Fifteen **(15)** days written notice shall be sent to the local Union prior to a change in weekly hours.

901 The normal daily hours, as provided for in Subsection **900**, Item A, are to be worked between **7:00** am and **6:00** pm.

902 A. (i) For employees working normal hours on a five **(5)** day work week, a fifteen **(15)** minute rest period will **be** allotted, at the time directed by the Employer, for each half shift worked.

(ii) For employees working normal hours on a four **(4)** day work week, a fifteen **(15)** minute rest period will be allotted, at the time directed by the Employer,

for each half shift worked.

- B. For employees required to work overtime, a ten (10) minute rest period will be allotted prior to the end of the normal shift before commencing overtime-work.
- C. For employees working overtime, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, after each two (2) hours of overtime worked.
- D. A thirty (30) minute lunch break shall be provided at a time established by the **employer**.

903-

- A. ~~An~~ employee who reports for work, unless ~~directed not to~~ report the previous day by the Employer, shall receive a minimum of two (2) hours' pay plus the appropriate daily travel or board allowance at the applicable ~~rate when he/she reports for~~ work but is unable to commence or continue to work because of ~~circumstances beyond~~ his/her control. An employee **will** not receive this allowance if **unable to** complete the shift as a result of inclement-weather.
- B. Notwithstanding Subsection 903, Item A above, when an Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee, in such cases, employees will be compensated for the actual time worked plus applicable travel or board allowance.

904

- A. An employee who reports for work at the beginning of a shift and is unable to commence work due to inclement weather will receive four (4) hours' pay at the applicable rate. To qualify, the employee

must remain at a protected place or area as designated by the Employer for four (4) hours unless excused by an authorised representative of the Employer.

B. An employee who reports for and commences work but is unable to continue work due to inclement weather shall receive four (4) hours' pay at the applicable rate or pay for the actual time worked for that shift, whichever is the greater.

C. An employee in receipt of inclement weather pay shall also receive travel or board allowance if applicable.

905

A. The holidays recognised under this Agreement are:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

B. **Hydro** OM Inc. agrees to **recognize** Heritage Day when proclaimed by Federal or **Provincial** legislation.

C. Recognised holidays falling on a Saturday or Sunday shall be observed on the following Monday. When Christmas Day falls on a Saturday or Sunday, it shall be observed on the following Monday and Boxing Day on the following Tuesday. When New Year's Day falls on a Saturday, it shall be observed either on the preceding Friday or following Monday.

906

A. When **working** an eight (8) hour day on a five (5) day per week work schedule, overtime shall be paid at 1-1/2 times their straight time rate for all work performed during the first two (2) hours after normal quitting time. When working a ten (10) hour day on a four

(4) day **per** week work schedule, overtime shall be **paid** at **1-1/2** times the straight time rate for **all** work performed **during** the **first** two **(2)** hours after normal quitting time.

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

All other hours worked outside the normal daily scheduled hours and overtime worked **on Saturday**, Sunday, **Recognized** Holidays and non-shift days shall be paid at two **(2)** times the straight time rate.

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

Where an employee has been **notified** the previous day, no lunch will be provided, but **the** employee will be allowed thirty **(30)** minutes to eat at the base hourly rate of pay.

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

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

- 907
- A. When an employee **is** called in to work outside of **his/her** normal hours of work, he/she shall receive a minimum of two **(2)** hours' work at two **(2)** times the straight time rate plus travel allowance **where** applicable.
 - B. **If** the employee's normal hours of work commence within this two **(2)** hour period, the employee will be paid two **(2)** times the **straight time** rate for the actual hours worked and revert to his/her normal rate at the commencement of his/her normal hours of work.
- 908
- A.
 - (i) Shift work may be **established** on all work except tower erection and stringing operations provide that there are at least four **(4)** consecutive days of shifts to be worked excluding Saturdays, Sundays and **Recognized** Holidays.
 - (ii) Where shift work is established, the **normal** shift hours shall be the same as the day hours.
 - (iii) The normal **starting** time for day shift hours shall be the same as the day work hours described in Subsection **901**.
 - (iv) **The** second shift hours **shall** commence with the conclusion of the day shift hours.
 - B. (i) Employees required to work shift work on the second **shift** of a two-shift operation shall receive a shift **differential** of time and one-seventh for normal scheduled shift hours worked. If an employee is removed from their scheduled **shift** prior to completing for

(4) consecutive shifts, the employee will be paid shift differential for the balance of the four (4) consecutive shifts that would have been worked had the employee had not be reassigned, up to a maximum of four (4) days of shift differential.

(ii) No employee shall be required to work more than one shift in any twenty-four (24) hour period unless the overtime rate is paid.

(iii) The shift rate will be based on the day in which the shift begins.

909 A. It may be necessary from time to time to vary the hours of work established in Subsections 901 and 908. Any amendments to the hours of work will be established by mutual agreement between **Hydro One Inc.** and the Union.

910 A. Annual unpaid entitlement vacation shall be twenty (20) working days and in special circumstances, upon agreement of the Union and the Employer additional vacation may be granted providing work scheduling will permit. All vacation will be taken with the approval of the employer and approval shall not be unreasonably denied.

SECTION 10 WAGES AND PAY PROCEDURE

1000 A. Wage rates for employees in the classifications listed in Subsection 200, Item B, of this Agreement shall be as set forth in the current wage schedules. **Hydro One Inc.** will provide the Union with current wage schedules.

B. Wage rates for all classifications listed in Subsection 200, Item B of this Agreement,

excluding **acting** general forepersons, senior **forepersons**, foreperson and sub-forepersons (see **section 600 F & G**), will be drawn up in accordance with the **following** Table of **Relationships**. This table **indicates** the **relationship** to be **maintained** between the basic **classifications** within **the** bargaining unit. Changes in basic classification wage **rates** shall be accompanied by changes **in** the subsidiary **classification** wage rates in **accordance with** the percentages shown in the table. Base Rate is calculated by subtracting Vacation and Statutory Holiday pay, the Pension remittance and the Welfare remittance **from** the Total Wage Package for non-Civil **Certified** Trades. The Total Wage Package for **non-Civil Certified** Trades shall be **\$37.19 effective April 1, 2000**.

Table of Relationships

<u>Classification</u> <u>Rate</u>	<u>Percent of *Base</u>
Certified Trade 5 year Apprenticeship (other than Civil Trades)	
- Journeyperson	100
- Apprentice	
5th period	80
4th period	70
3rd period	60
2nd period	50
1 st period	40
Certified Trade 4 year Apprenticeship (other than Civil Trades)	
- Journeyperson	*100
- Apprentice	
4th period	80
3rd period	70
2nd period	60

Certified Civil Trade e.g. Carpenters, Painters, Insulators, Asbestos Workers, Plasterers, Cement Masons and Operators which have an **Apprenticeship** Program **will** be paid at **ninety-five (95)** percent of base rate for Journeyman Lineperson. Apprenticeship rates are based on **this** rate.

Welder	100
Electrical Forester	85
- Apprentice (Apprentice rates are based on Electrical Forester rate.)	
4th period	80
3rd period	70
2nd period	60
1st period	50
Electrical Forester (Skidder Operator)	70
Electrical Forester (Labourer)	55
Civil Trades (No Apprenticeship)	85

1001

A. Normal

- (i) Employees shall be paid weekly and payment for any given week will be made not later than the sixth working day after the close of the payroll period, but **in** any event, not later **than** Thursday of the following week.
- (ii) Wages shall be paid by the Employer at the work **location**, before **quitting** time, in cash or by cheque, payable at par **in** the locality of the work location. Accompanying each payment of wages shall be a statement, in **writing**, which can be retained by the employee, setting **forth**:
 - (a) **the** period of **time** or the work for which the wages are being paid:

- (b) the rate of wages to which the employee is entitled:
 - (c) the amount of wages to which the employee is entitled:
 - (d) the amount of each deduction from the wages of the employee and the purpose for which each deduction is made:
 - (e) any allowance or other payment to which the employee is entitled:
 - (f) the amount of vacation pay for which the employee is being credited:
 - (g) the amount of **recognized holiday** pay for which the employee is being credited: and
 - (h) the net amount of money **being** paid to the employee.
- (iii) In cases where inclement weather is declared on pay day, employees will receive their pay before **leaving** the work location provided it is available at the work **location**.

B. On Termination

- (i) An employee who **voluntarily** terminates **their** employment will be **provided** final pay on the next regular pay day for the period worked.
- (ii) At work **locations** where the Employer does not have **an** on-site pay **office**, an employee **will** have **final** pay and **termination** documents mailed to their

residence within eight **(8)** working days from termination. This does not preclude an employee being paid his/ her **final** pay at the work location prior to the expiration of the eight-day period.

- (iii) An employee who is discharged shall be provided with his/ her final pay immediately if the Employer's pay facilities are at the work locations or as per **Item B(ii)** above, if the Employer's pay facilities are not at the work location.
- (iv) **Failure** of the Employer to comply with the requirements in Clause **1001 B (I)**, (ii) **and (iii)** will entitle the employee to **two (2)** hours at the straight time rate for each normal work day of non-compliance.

SECTION 11 UNION AND BENEFIT FUNDS

- 1100 **A.** The Employer agrees to deduct from the total wage package above and pay into an operative welfare plan for all hours earned. Such welfare payments will be set forth in the wage schedules provided **by Hydro One Inc.**
- B.** The Employer agrees to deduct from the total wage **package** and pay into an operative **retirement plan** an amount of money per hour to be determined by the Union for all hours earned. Such pension payments will be set forth in the wage schedules provided by **Hydro One Inc.**
- 1101 **A.** The vacation and **recognized** holiday pay rate **shall be** ten **(10)** percent of vacationable gross **earnings**. The vacation pay rate shall be four **(4)** percent and the **recognized** holiday pay rate shall be six **(6)** percent.

- 1102**
- B.** Payment of vacation and **recognized holiday** pay **shall** be made weekly.
 - A.** The Employer agrees to deduct Union Funds **from wages** and to remit the amounts deducted to the Union. The amounts to be deducted and remitted **will be as** set out in the wage schedules attached hereto.
 - B.** A checkoff **system** of Union initiation fees and dues will be made operative for the lifetime of this **Agreement. The** Employer will supply full checkoff lists of employees subject to checkoff at regular intervals and agrees to collect monthly for the union dues payable to the **Union. The** Employer **will transmit the** monies so collected to the designated **officials** of the Union. The Union **will indemnify** the Employer for any **liability arising** from the deduction of **initiation** fees and dues as requested by the Union.
 - C.** The Employer shall put into effect any changes **to Union funds** or dues upon **notification** by the Union.
 - D.** The Employer will arrange for each worker falling under **the jurisdiction** of the Union to sign a Union dues checkoff **authorization** as a condition of employment at the **time** he/she **is** employed.

SECTION 12 TRAVEL AND ROOM AND BOARD ALLOWANCE

1200 Daily Travel Allowance

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

following basis:

- (i) **If an** employee lives **within 40** radius **kilometers** of the work location or **declared** assembly point * no travel allowance **will** be **paid**.
- (ii) If **an** employee lives within **40-56** radius kilometers of the work location or declared assembly point they shall receive **\$17.85** per day travel allowance for each day worked or reported for.
- (iii) **If an employee** lives within **56 to 80** kilometers of the work location or **declared** assembly point they **shall** receive **\$21.35** per day travel **allowance** for each day worked or **reported** for.
- (iv) If an employee lives **within 80-97** radius **kilometers** of the work **location** or declared assembly point they shall receive **\$24.85** per day travel allowance for each day worked or reported for.
- (v) If an employee lives greater than **97** radius kilometers from the work **location** or declared assembly point, and does not **qualify** for subsistence allowance under Subsection **120 1** below, they shall receive **\$28.10** per day travel allowance for each day worked or reported for provided the employee continues to travel greater than **97 radius** kilometers daily.

* For the purpose of this Section, "declared assembly point" is a material yard, **field office** or other location that may from time to **time** be **designated** by the Employer as a location

for assembling prior to **leaving** for the work **location**.

- (vi) When an employee is directed to report to a location that involves **travelling around** a natural **barrier**, the distance **around** the natural barrier shall be the shortest distance measured by a series of straight **lines**. The sum of the distance of these straight lines shall be applied to the **ring** concept to establish the employee's travel allowance entitlement, board allowance entitlement and initial and return allowance entitlement.
- (vii) A natural barrier is defined as **any** obstruction or **impediment** which creates an unreasonable **relationship** between radius **kilometres** and actual kilometres travelled.

B. The **Employer** reserves the right to base **daily** travel allowance on the distance **in** radius **kilometres** from where an employee lives to either the work location or declared assembly point, depending on where the employee **is directed** to report.

1201

Room and Board Allowance [Subsistence)

- A. The **following conditions** will apply for employees whose regular residence* is more than **97** radius kilometres **from** the work location:
 - (i) An Employer may supply either:
 - (a) **free** room and board **in** camp or a good standard of board and lodging; or
 - (b) a **subsistence** allowance; or

- * For the purpose of this Section "regular residence":
 1. The place where the employee **maintains a self-contained**, domestic establishment [a dwelling house, apartment or similar place of residence where a person generally eats and sleeps and for which he/she can show proof of **financial** commitment). This is in contrast to a boarding house **facility which is not self-contained**; and
 2. The employee normally resides **in** the residence except for **those periods of time when, because of the location of the work, the employee obtains** temporary accommodation for that work **location**.
 3. For metropolitan areas (**Toronto** and **Hamilton**) the calculation of distance **shall be** the employee's regular residence.
 4. For **all** other areas, the calculation of distance **shall be** based on the location of the city or town hall of the **municipality** where an employee **maintains a self-contained domestic** establishment **described** above. In those **municipalities** where a city or town hall does not **exist**, then the post **office** serving his/her self-contained domestic establishment **will** apply.
- (ii) An employee may exercise his/her option **not** to stay in a camp or accept free **room** and board. An employee who exercises this option **shall** receive a subsistence **allowance** as follows:
 - (a) When an employee's regular

residence is more than **97** radius kilometres **from** the work location, which is north of the French River and the employee maintains temporary **accommodations** at or near the work **location** the employee shall be paid a subsistence allowance of **\$72.00** per day for each day worked or reported for.

South of the French River an employee **will** be paid **\$66.00** per day for each day worked or reported for.

(b) when an employee's residence **is** more than **500 kilometres** from the work **location** and the employee is working a four **(4)** day by ten **(10)** hour per day shift, the employee **will** be paid one **(1) additional** day's subsistence allowance.

B. An employee shall not **qualify** for **daily** travel allowance or room and board allowance as provided for in Subsection **1200** and Subsection **1201**, Item A above, when such employee reports for work but does not **remain** at work for his/her scheduled dally hours unless excused by an **authorized** representative of his/her Employer. Such permission shall not be unreasonably dented.

C. Upon **application**, payment of Room and **Board/Travel** Allowance will be issued for the **first** two pay periods. Failure to provide satisfactory proof of eligibility during this period, will result in cessation of payments and the **recovery** in two equal amounts. In the event **of termination** for any reason before full recovery, any balance owing **will** be

deducted from the **final** pay.

1202

Travel Time

- A. The Employer will supply transportation between the assembly points and work locations.
- B. All travel **time will** be outside of normal **working** hours.
- C. On **normal** working days an employee will be **paid** his/her straight-time rate for **all** time spent travelling from his/her assembly point to his/her work location.
- D. On Saturdays, Sundays and **Recognized** Holidays **identified** in Subsection **905** A, B and **C**, an employee will be paid his/her **premium rate** for **all** time spent travelling from **his/her** assembly point to his/her work location.
- E. **An employee will** travel **up** to a **maximum** of one **(1)** hour on his/ her **own** time when returning from the work location to the **assembly** point.
 - (i) On normal working days an employee **will** be paid straight-time rate for all **time** spent travelling in excess of one **(1)** hour.
 - (ii) On Saturdays, Sundays and **Recognized** Holidays identified in Subsection **905** A, B and C an employee will be paid premium rate for all time spent **travelling** in excess of one **(1)** hour.

1203

Initial and Return Travel **and** Transportation

- A. On recruitment of workers who live beyond

161 radius kilometres from the work location. the Employer shall pay shall pay **\$.35** per radius kilometre, plus travel **time** based on one hour's pay for each **80** kilometres, or part thereof, of travel to a **maximum** of 8 hours' pay for **the initial** trip to the work location **from where the worker lives. On recruitment of workers who live outside Ontario, the distance calculation for this allowance shall be from where the worker lives or the Union Referral Hall, whichever is closer.**

- B.** To **qualify** for payment in Item A. the employee must be engaged in work for a **minimum** of **fifteen (15)** working days or the **duration** of the job, whichever is less.
- C.** On **termination** of employment due to a **reduction of staff**, an employee **qualified** for payment as a result of Item B above, shall be **entitled to return** travel expenses calculated in the same manner as **in** Items A above for the **return** trip from the current work location to where the worker lives or Union Referral Hall, whichever is closer to the current work **location. An** employee whose employment terminates for any reason other than **reduction of staff** shall not be eligible for return payment.
- D.** At the end of each three **(3)** months of continuous employment at a work **site** where the employee resides in a camp or a camp situation. he/she shall receive eight **(8)** **hours'** pay at his/her appropriate straight **time** rate to assist in defraying costs of returning home.

1204

Use of Personal Vehicle

- A. An employee who is requested or receives approval from an **authorized** representative of

his/her Employer to use his/her personal vehicle for the convenience of his/her Employer shall be reimbursed at **\$.35** per kilometre travelled for such use of his/her vehicle.

SECTION 13 TOOLS AND CLOTHING

1300

- A. Employees shall be required to provide themselves with the ordinary hand tools of the trade as **specified** in the attached tool **listing***. The Employer will provide insofar as **is** practical, separate facilities for **storing** the tools, but shall not be held responsible for losses, except as noted hereunder.
- (i) **When personal** tools valued in excess of **\$15.00** are lost due to **fire**, the Employer will consider replacement or payment **value** to a **maximum** of **\$500.00** based on the merit of tools that a **tradesperson** is required to have to perform their normal **duties** when the Employer.
 - (ii) The Employer agrees to compensate employees for tools lost by theft, as supported by **claims** submitted **in writing** with **substantiating evidence** to establish **theft** resulting from forcible entry to locked storage provided by the Employer to a **maximum** of **\$500.00**.
 - (iii) In the **event** of a loss by **fire** at a work location, replacement or payment of the **full estimated** value in excess of **\$15.00** but not exceeding **\$500.00** for the loss of personal clothing **will** be made.
 - (iv) In the event of a loss by **fire** at an Employer operated camp, replacement or payment of **the** full estimated value in excess of **\$15.00** but not **exceeding**

\$750.00 for the loss of personal **clothing will** be made.

- B.** Employees who have obtained tools from the Employer's tool crib **shall** be allowed **sufficient time, in** the opinion of Management, to return such tools to the tool crib **during working** hours. Employees receiving tools **from** such tool **crib** shall be held responsible for the return of such tools **in** good condition, subject to normal wear and tear. On layoff or standoff employees will be allowed reasonable time to return tools.
- C.** Gangtools which are issued to a foreperson are used by one or more members of the crew. Such tools are not identified on trade tools lists, nor are then the tools and **equipment identified** in A. and **B.** of this section. Such tools shall be the responsibility of the Employer.
- D.** Employees eligible for payment under A. above shall be reimbursed **within ten (10)** workingdays **after** the date of submitting a **claim.**

1301

- A.** Employees are required to wear **protective clothing** and use protective equipment **appropriate** for the work being done. **The** Employer shall supply employees working in close **proximity** to obvious fire **hazards (i.e., open flames)** with flame resistant **coveralls.**
- B.** The Employer will supply protective clothing including gloves, high visibility **clothing,** rainwear and coveralls where appropriate at no cost to the employee. Protective clothing that is **provided** by the Employer **will** be **charged** out to an employee and the employee **shall** be **responsible** for the return of such **protective** clothing and equipment upon

completion of the work involved.

- C. **Employees** shall supply themselves **with**, and wear at all **times** on the job, an approved **safety** helmet and **safety** footwear.

When an Employer wishes an employee to wear a **specifically identified** safety helmet, the Employer shall provide it on loan, complete **with** a new liner.

SECTION 14 GRIEVANCES AND ARBITRATIONS

1400

- (a) **Hydro One Inc.** shall appoint employees beyond the **jurisdiction** of the **Union** to act as contact supervisor. Each contact supervisor shall be responsible for giving or **securing** a decision on **any** grievance submitted to **him/her** by a Union representative on behalf of any employee or group of employees under his/her **supervisor**. Grievances **will** be referred to the contact supervisor within **30** days, of the discovery of the event giving rise to the grievance. If a satisfactory decision is not made by the contact **supervisor within 48** hours, the Union representative may, **within 30** days, refer to the grievance to **arbitration**.
- (b) The referral to **arbitration** shall be made to one of the following single arbitrators on a rotating basis:
- (i) Jules **Bloch**
 - (ii) Rob **Herman**
 - (iii) Louisa **Davie**
- (c) **The** arbitrator shall set a hearing date to take place **within** ten (**10**) working days of the date of the referral and shall render a decision on the case **within 30** days of the completion of the **hearing** of the matter. **The** parties agree that they will facilitate to the greatest extent possible the expeditiously **completion** of the

hearing process.

- (d) The decision of the arbitrator shall be final and **binding** on the parties. The arbitrator **shall** not have **jurisdiction** to alter or overrule this agreement or to make any decision inconsistent with this agreement.
- (e) The arbitrator shall have all the power **and** authority of an arbitrator under Section **48** of the labour Relations Act, **1995**.
- (f) Maintenance of normal earnings shall be provided by **Hydro One Inc.** for all Union representatives, attending at the grievance process, **including** the **arbitration** hearing. Arbitrator costs **will** be shared.

SECTION 15 COMMITTEES

1500 Joint Committee

- A. To advance harmonious relations between **Hydro One Inc.** and the Union, **Hydro One Inc.** and the Union **shall appoint** a Joint Committee comprised of two **(2) FWU** and two **(2) Management** as appointed by the parties.

The Committee shall meet at least annually to review the work **program** and matters **associated with the administration of this Appendix** with the intent of achieving uniformity of application of this Appendix wherever employees **are** working. The Committee may also consider matters related to safety.

1501 Joint **Apprenticeship** Committees (subject to the attached letter "**Principles** Related to Apprenticeship Program", related Committee Agreements, and **Certificate** of Qualification requirements.)

- A. A Joint Apprenticeship Council (**JAC**) shall be **established** and **shall** meet on a regular basis. This **Council shall** consist of an equal number- of members of the Union and representatives of the Employer. Where **applicable**, a representative of the **Apprenticeship** Branch of the Ontario Government may also be appointed as an advisor to the regular Council members.
- B. The **JAC shall** be responsible for the establishment and maintenance of an **apprenticeship training** programs, as well as adopting **operating rules** and conditions with respect thereto which are complementary to **and in** keeping **with** the intent of the **Apprenticeship** and Trades **Qualification** Act **RSO 1970** as amended.
- C. **Apprentices** shall be **hired** by the Employer, as and when required, from a pool of **qualified apprentices** established by the **JAC in** accordance **with** the procedures established under the **JAC** Terms of Reference.
- D. All **apprentices** shall be governed by the Ontario Apprenticeship and **Trades Qualification** Act **and** Regulations but the **ratio** of apprentices to Journeypersons may be set from time to **time** by the Joint Committee.
- E. **In** order to expedite the Apprentice's entrance into Journeyperson status. the following policy **shall** apply:
 - (i) The Apprentice must apply to the **Apprenticeship** Branch to write his/her examination as soon as possible **after** he/she has reached his/her total hours, less **300**.
 - (ii) The Apprentice will give the **JAC** two

weeks' notice that he/she **is** going to **write his/her examination.**

(iii) After **writing** the **examination**, the **Apprentice will** check **his/her** hours in his/her Progress Record Book, **with** the **JAC.**

(iv) The Employer will commence **paying** the Journeyperson's rate of pay the day after the **Apprentice** completes **his/her** hours and **providing** the following conditions have been met:

(a) The Employer is satisfied that the **Apprentice** has completed **his/her** hours. If there is a question concerning the **completion** of hours, confirmation will be supplied by the **JAC** and/or the Union: and,

(b) The Employer **is** shown written proof of **Certification** from the Apprenticeship Branch. or has verbal **confirmation** from the **JAC** and/or the Union: and,

(c) **The** Apprentice has passed **his/** her **examination** for **his/her** Certification of **Qualification (C of Q).**

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

G. Where the **JAC** is unable to reach an agreement on any matter concerning apprenticeship, the Issue shall be referred to the Joint **Committee** for **their** decision.

SECTION 16 LUNCHROOM AND WASHROOM FACILITIES

1600 Lunchroom Facilities

- A. The Employer will provide clean and adequately heated facilities for employees where such facilities may reasonably be provided. Lunchroom facilities are to include **adequate** space with tables and benches and are to be separated from storage areas. Washroom facilities are to include flush toilets and hot and cold running water where reasonable and practicable.

SECTION 17 PREGNANCY/PARENTAL/ADOPTION LEAVES

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

SECTION 18 SELECTION TO VACANCIES

PWU represented members who have performed **work** for **Hydro One Inc.** pursuant to this **Appendix** will be entitled to apply to regular positions within **Hydro One Inc.** for which they are qualified and will be selected on the basis of seniority.

Seniority for the purposes of applying to regular positions will be calculated on **the** basis of accumulated service with the **Hydro One Inc.** gained through this Appendix.

Employees in receipt of a **Hydro One Inc. pension** are not eligible for **selection to Vacancies.**

Dated at Toronto this _____ day of _____
1998.

FOR: **Hydro One Inc.**

FOR: POWER WORKERS' UNION

Principles Related to Apprenticeship Program

The **parties** agree to **establish** an **apprenticeship** program **recognizing** that the apprenticeship program should be structured to best support the **Hydro One Inc. requirements**, the Apprentice and the requirements of the **Trades Qualification Act**.

The parties agree that the following principles should be accepted when developing the **apprenticeship** program:

- . **PWU Apprentices** will be **acquired** through the provisions of the **Appendix** to the Services Company Agreement.
- . The **Apprenticeship** Program **will** be managed by the **Joint Councils** outlined **in** the Appendix to the Services Company Agreement.
- . Apprentices will be assigned to regular work crews and to casual work crews for the purposes of **their** training **program**.
- . When Apprentices **are doing** work on an assigned basis with regular work crews, **these** crews **will** not be considered as composite crews. In this circumstance the non-monetary **provisions** of the **Main** Agreement apply.
- . The **administration** of the Apprentice Program **will** be funded by the Employer and operated from the **Union** Office.

The parties further agree that a **committee** would be established **comprised** of two **(2) representatives** from the **Hydro One Inc.** and two **(2)** representatives from the Union to met and develop **the** procedures to be followed on the **Apprenticeship** Program.

Appendix A - TOOL LIST

All Journeypersons **electricians** are required to have the following **tools:**

- 1 Centre punch
- 1 **1/2" Cold Chisel**
- 1 Half-round **File**
- 1 Ball **Peen Hammer**
- 1 Adjustable Hacksaw Frame
- 1 Knife
- 1 Medium Level
- 5 **Prs of Plier-< 8" Sidecutters. Diagonal. Longnose and 2 pairs of Channellock**
- 6 Screwdrivers, Robertson-and Standard **Types**
- 1 **6" Square or Combination Square**
- 1 **6' Folding Wood Rule**
- 1 Small Tap-Wrench
- 1 Tool Box
- 1 Tool Pouch-and **belt** for hand tools

Lineworker Tool List

- 1 Tool Box **and lock**
- 1 **Ball Peen Hammer**
- 1 Jackknife or Stripping Knife
- 1 **9" Pliers**
- 1 **6' Folding Wood Rule**
- 1 Screwdriver, flat **blade, 8"**
- 1 **8" Adjustable Crescent Wrench**
- 1 **10" or 12" Adjustable Crescent Wrench**

Electrical Forester

- 1 Saw, hand, pruning
- 1 Set of appropriate hand saw sharpening equipment
- 1 Jack **Knife**
- 1 Hand Pruners

All Journeyperson Mechanical Tradespersons are required to have the following tools:

- 1 punches, centre set
- 1 punch, pin, set
- 4 punch, taper set
- 4 rule, steel, **6"**

3 screwdrivers, flat blade, **4" 8" and 12"**.
1 **screwdriver**, flat blade, stubby
1 **screwdriver**, flat blade, offset
1 screwdriver, **robertson**, set of detachable head
1 screwdriver, **phillips**, set of detachable head
1 scribe, steel
1 square, **combination, with** level, protractor and centre head
12"
1 tape rule, steel. **6"** or longer.
1 wrench, tap - to handle up to **1/4"** taps
3 wrenches, adjustable, crescent type, **4" 8" and 12"**
1 wrench, **vise grip**

March 26, 1998

D.F. MacKinnon
Divisional Vice President
Power Workers' U n i o n
244 Eglinton Avenue East
Toronto, Ontario
M4P 1K2

Dear Mr. MacKinnon:

1988 Negotiations - Transmission Agreement

This **will** confirm the discussion at negotiations regarding the natural barrier concept.

It **is agreed** that an obstruction or impediment **will** include those areas where roads **have not** been **constructed** and which causes an **unreasonable** relationship between radius Kilometres and actual kilometres travelled.

Yours truly,

March 26, 1998

D.F. MacKinnon
Divisional Vice President
Power Workers' Union
244 Eglinton Avenue East
Toronto, Ontario
M4P 1K2

Dear Mr. MacKinnon:

1988 Negotiations - Transmission Agreement

This will confirm the discussion at negotiations regarding parking allowance in Toronto.

Employees working in the downtown core of Toronto will be paid \$3.00 per day worked as a parking allowance when an Employer does not provide parking space.

The downtown core is defined as the area bounded by the east side of Dufferin Street in the west, the west side of Sherbourne Street and Mount Pleasant Road in the east, the south side of Eglinton Avenue in the north and by Lake Ontario in the south.

Yours truly,

(Page AP-49)

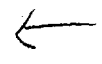
Add to the Hydro One Inc. Collective Agreement

**Assignment of Work & Dispute Resolution Process – Appendix A
Construction & Supply Maintenance**

1. **No regular Hydro One Inc. employee will be laid off** as a direct result of work being performed pursuant to Appendix A of the Collective Agreement.
2. **Hydro One Inc.** shall share all related information for making an **assignment as far in advance** of the work as possible.
3. **Hydro One Inc.** representatives and the **PWU Divisional Vice-President will agree** upon the proposed **assignment prior** to the assignment being **made** by the employer.
4. **Failing** to agree on the **assignment** of work **will result in** an expedited resolution **process**.
5. Should **the parties fail to agree** on the assignment of work to employees **hired** pursuant to **Appendix A**, the issue will be **referred** to Mr. **Martin Teplitsky**, or his deputy who **will act as** the **sole arbitrator for resolution** of the dispute.
6. The arbitrator **will** hear the dispute within three **(3)** days of **the** dispute being referred to **Arbitration**. The Arbitration may be conducted **by** conference **call**.
7. **Briefs** shall be prepared by each **party** which **will** include a statement of facts, a **brief argument** and any other information and/or documents **relevant** to the **issue**. **Briefs** will be **exchanged between** the parties and provided to the arbitrator at least **24 hours before** the **arbitration** hearing begins. Witnesses may be called with leave of the arbitrator.
8. The decision of the arbitrator shall be final **and** binding on the parties.

HYDRO ONE
FET CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE AFFORDING WAGE SCHEDULES
CERTIFIED TRADES (OTHER THAN CIVIL TRADES) SCHEDULE #0

GRADE CLASSIFICATION, RATE, VACATION PERCENT, WELFARE AND OCCUPATION CODES HOURLY & STAT. STEP & EFFECTIVE DATES, RATE, HOLIDAY	TOTAL WAGE PACKAGE
01-0 SENIOR FOREPERSON - 411184, 488888, 411061	
99-04-01 32.83 3.00 3.00 1.45	40.88
99-04-01 33.10 3.31 3.00 1.45	40.88
00-03-30 34.02 3.60 3.00 1.05	42.07
01-5 FOREPERSON - 411186, 488888, 411069	
99-04-01 31.98 3.00 3.00 1.45	39.93
99-04-01 32.23 3.23 3.00 1.45	39.93
00-03-30 33.15 3.51 3.00 1.05	41.08
01-7 SUPERFOREPERSON - 411188, 488888, 411081	
99-04-01 30.54 3.00 3.00 1.45	37.74
99-04-01 30.81 3.00 3.00 1.45	38.01
00-03-30 31.58 3.14 3.00 1.05	39.14
01-6 JOURNEYPERSON - 411184, 488888, 411091	
99-04-01 28.55 3.00 3.00 1.45	35.86
99-04-01 28.78 2.88 3.00 1.45	36.11
00-03-30 29.58 2.98 3.00 1.05	37.19
APPRENTICE (8 YEAR PROGRAM) - 411110, 488813	
1ST PERIOD	
99-04-01 11.42 1.14 3.00 1.45	17.01
99-04-01 11.51 1.15 3.00 1.45	17.11
00-03-30 11.83 1.18 3.00 1.05	17.88
01-1 2ND PERIOD	
99-04-01 14.28 1.43 3.00 1.45	20.18
99-04-01 14.39 1.44 3.00 1.45	20.28
00-03-30 14.78 1.48 3.00 1.05	20.92
01-3 3RD PERIOD	
99-04-01 17.13 1.71 3.00 1.45	23.29
99-04-01 17.27 1.73 3.00 1.45	23.45
00-03-30 17.75 1.78 3.00 1.05	24.18
01-8 4TH PERIOD	
99-04-01 19.09 2.00 3.00 1.45	26.44
99-04-01 20.15 2.03 3.00 1.45	26.82
00-03-30 20.71 2.07 3.00 1.05	27.43
01-4 5TH PERIOD	
99-04-01 22.84 2.28 3.00 1.45	29.57
99-04-01 23.02 2.30 3.00 1.45	29.77
00-03-30 23.60 2.37 3.00 1.05	30.88
APPRENTICE (6 YEAR PROGRAM) - 410513, 488813	
1ST PERIOD	
99-04-01 14.28 1.43 3.00 1.45	20.18
99-04-01 14.39 1.44 3.00 1.45	20.28
00-03-30 14.78 1.48 3.00 1.05	20.92
02-1 2ND PERIOD	
99-04-01 17.13 1.71 3.00 1.45	23.29
99-04-01 17.27 1.73 3.00 1.45	23.45
00-03-30 17.75 1.78 3.00 1.05	24.18
02-2 3RD PERIOD	
99-04-01 19.09 2.00 3.00 1.45	26.44
99-04-01 20.15 2.03 3.00 1.45	26.82
00-03-30 20.71 2.07 3.00 1.05	27.43
02-3 4TH PERIOD	
99-04-01 22.84 2.28 3.00 1.45	29.57
99-04-01 23.02 2.30 3.00 1.45	29.77
00-03-30 23.60 2.37 3.00 1.05	30.88



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

Options:
 (A) Working either an eight (8) hour day on a five (5) day work or a ten (10) hour day on a four (4) day week.
 (B) Part Time
 (C) Full Time
 (D) Part Time
 (E) Full Time
 (F) Part Time
 (G) Full Time
 (H) Part Time
 (I) Full Time
 (J) Part Time
 (K) Full Time
 (L) Part Time
 (M) Full Time
 (N) Part Time
 (O) Full Time
 (P) Part Time
 (Q) Full Time
 (R) Part Time
 (S) Full Time
 (T) Part Time
 (U) Full Time
 (V) Part Time
 (W) Full Time
 (X) Part Time
 (Y) Full Time
 (Z) Part Time
 (AA) Full Time
 (AB) Part Time
 (AC) Full Time
 (AD) Part Time
 (AE) Full Time
 (AF) Part Time
 (AG) Full Time
 (AH) Part Time
 (AI) Full Time
 (AJ) Part Time
 (AK) Full Time
 (AL) Part Time
 (AM) Full Time
 (AN) Part Time
 (AO) Full Time
 (AP) Part Time
 (AQ) Full Time
 (AR) Part Time
 (AS) Full Time
 (AT) Part Time
 (AU) Full Time
 (AV) Part Time
 (AW) Full Time
 (AX) Part Time
 (AY) Full Time
 (AZ) Part Time
 (BA) Full Time
 (BB) Part Time
 (BC) Full Time
 (BD) Part Time
 (BE) Full Time
 (BF) Part Time
 (BG) Full Time
 (BH) Part Time
 (BI) Full Time
 (BJ) Part Time
 (BK) Full Time
 (BL) Part Time
 (BM) Full Time
 (BN) Part Time
 (BO) Full Time
 (BP) Part Time
 (BQ) Full Time
 (BR) Part Time
 (BS) Full Time
 (BT) Part Time
 (BU) Full Time
 (BV) Part Time
 (BW) Full Time
 (BX) Part Time
 (BY) Full Time
 (BZ) Part Time
 (CA) Full Time
 (CB) Part Time
 (CC) Full Time
 (CD) Part Time
 (CE) Full Time
 (CF) Part Time
 (CG) Full Time
 (CH) Part Time
 (CI) Full Time
 (CJ) Part Time
 (CK) Full Time
 (CL) Part Time
 (CM) Full Time
 (CN) Part Time
 (CO) Full Time
 (CP) Part Time
 (CQ) Full Time
 (CR) Part Time
 (CS) Full Time
 (CT) Part Time
 (CU) Full Time
 (CV) Part Time
 (CW) Full Time
 (CX) Part Time
 (CY) Full Time
 (CZ) Part Time
 (DA) Full Time
 (DB) Part Time
 (DC) Full Time
 (DD) Part Time
 (DE) Full Time
 (DF) Part Time
 (DG) Full Time
 (DH) Part Time
 (DI) Full Time
 (DJ) Part Time
 (DK) Full Time
 (DL) Part Time
 (DM) Full Time
 (DN) Part Time
 (DO) Full Time
 (DP) Part Time
 (DQ) Full Time
 (DR) Part Time
 (DS) Full Time
 (DT) Part Time
 (DU) Full Time
 (DV) Part Time
 (DW) Full Time
 (DX) Part Time
 (DY) Full Time
 (DZ) Part Time
 (EA) Full Time
 (EB) Part Time
 (EC) Full Time
 (ED) Part Time
 (EE) Full Time
 (EF) Part Time
 (EG) Full Time
 (EH) Part Time
 (EI) Full Time
 (EJ) Part Time
 (EK) Full Time
 (EL) Part Time
 (EM) Full Time
 (EN) Part Time
 (EO) Full Time
 (EP) Part Time
 (EQ) Full Time
 (ER) Part Time
 (ES) Full Time
 (ET) Part Time
 (EU) Full Time
 (EV) Part Time
 (EW) Full Time
 (EX) Part Time
 (EY) Full Time
 (EZ) Part Time
 (FA) Full Time
 (FB) Part Time
 (FC) Full Time
 (FD) Part Time
 (FE) Full Time
 (FF) Part Time
 (FG) Full Time
 (FH) Part Time
 (FI) Full Time
 (FJ) Part Time
 (FK) Full Time
 (FL) Part Time
 (FM) Full Time
 (FN) Part Time
 (FO) Full Time
 (FP) Part Time
 (FQ) Full Time
 (FR) Part Time
 (FS) Full Time
 (FT) Part Time
 (FU) Full Time
 (FV) Part Time
 (FW) Full Time
 (FX) Part Time
 (FY) Full Time
 (FZ) Part Time
 (GA) Full Time
 (GB) Part Time
 (GC) Full Time
 (GD) Part Time
 (GE) Full Time
 (GF) Part Time
 (GG) Full Time
 (GH) Part Time
 (GI) Full Time
 (GJ) Part Time
 (GK) Full Time
 (GL) Part Time
 (GM) Full Time
 (GN) Part Time
 (GO) Full Time
 (GP) Part Time
 (GQ) Full Time
 (GR) Part Time
 (GS) Full Time
 (GT) Part Time
 (GU) Full Time
 (GV) Part Time
 (GW) Full Time
 (GX) Part Time
 (GY) Full Time
 (GZ) Part Time
 (HA) Full Time
 (HB) Part Time
 (HC) Full Time
 (HD) Part Time
 (HE) Full Time
 (HF) Part Time
 (HG) Full Time
 (HH) Part Time
 (HI) Full Time
 (HJ) Part Time
 (HK) Full Time
 (HL) Part Time
 (HM) Full Time
 (HN) Part Time
 (HO) Full Time
 (HP) Part Time
 (HQ) Full Time
 (HR) Part Time
 (HS) Full Time
 (HT) Part Time
 (HU) Full Time
 (HV) Part Time
 (HW) Full Time
 (HX) Part Time
 (HY) Full Time
 (HZ) Part Time
 (IA) Full Time
 (IB) Part Time
 (IC) Full Time
 (ID) Part Time
 (IE) Full Time
 (IF) Part Time
 (IG) Full Time
 (IH) Part Time
 (II) Full Time
 (IJ) Part Time
 (IK) Full Time
 (IL) Part Time
 (IM) Full Time
 (IN) Part Time
 (IO) Full Time
 (IP) Part Time
 (IQ) Full Time
 (IR) Part Time
 (IS) Full Time
 (IT) Part Time
 (IU) Full Time
 (IV) Part Time
 (IW) Full Time
 (IX) Part Time
 (IY) Full Time
 (IZ) Part Time
 (JA) Full Time
 (JB) Part Time
 (JC) Full Time
 (JD) Part Time
 (JE) Full Time
 (JF) Part Time
 (JG) Full Time
 (JH) Part Time
 (JI) Full Time
 (JJ) Part Time
 (JK) Full Time
 (JL) Part Time
 (JM) Full Time
 (JN) Part Time
 (JO) Full Time
 (JP) Part Time
 (JQ) Full Time
 (JR) Part Time
 (JS) Full Time
 (JT) Part Time
 (JU) Full Time
 (JV) Part Time
 (JW) Full Time
 (JX) Part Time
 (JY) Full Time
 (JZ) Part Time
 (KA) Full Time
 (KB) Part Time
 (KC) Full Time
 (KD) Part Time
 (KE) Full Time
 (KF) Part Time
 (KG) Full Time
 (KH) Part Time
 (KI) Full Time
 (KJ) Part Time
 (KK) Full Time
 (KL) Part Time
 (KM) Full Time
 (KN) Part Time
 (KO) Full Time
 (KP) Part Time
 (KQ) Full Time
 (KR) Part Time
 (KS) Full Time
 (KT) Part Time
 (KU) Full Time
 (KV) Part Time
 (KW) Full Time
 (KX) Part Time
 (KY) Full Time
 (KZ) Part Time
 (LA) Full Time
 (LB) Part Time
 (LC) Full Time
 (LD) Part Time
 (LE) Full Time
 (LF) Part Time
 (LG) Full Time
 (LH) Part Time
 (LI) Full Time
 (LJ) Part Time
 (LK) Full Time
 (LL) Part Time
 (LM) Full Time
 (LN) Part Time
 (LO) Full Time
 (LP) Part Time
 (LQ) Full Time
 (LR) Part Time
 (LS) Full Time
 (LT) Part Time
 (LU) Full Time
 (LV) Part Time
 (LW) Full Time
 (LX) Part Time
 (LY) Full Time
 (LZ) Part Time
 (MA) Full Time
 (MB) Part Time
 (MC) Full Time
 (MD) Part Time
 (ME) Full Time
 (MF) Part Time
 (MG) Full Time
 (MH) Part Time
 (MI) Full Time
 (MJ) Part Time
 (MK) Full Time
 (ML) Part Time
 (MO) Full Time
 (MP) Part Time
 (MQ) Full Time
 (MR) Part Time
 (MS) Full Time
 (MT) Part Time
 (MU) Full Time
 (MV) Part Time
 (MW) Full Time
 (MX) Part Time
 (MY) Full Time
 (MZ) Part Time
 (NA) Full Time
 (NB) Part Time
 (NC) Full Time
 (ND) Part Time
 (NE) Full Time
 (NF) Part Time
 (NG) Full Time
 (NH) Part Time
 (NI) Full Time
 (NJ) Part Time
 (NK) Full Time
 (NL) Part Time
 (NO) Full Time
 (NP) Part Time
 (NQ) Full Time
 (NR) Part Time
 (NS) Full Time
 (NT) Part Time
 (NU) Full Time
 (NV) Part Time
 (NW) Full Time
 (NX) Part Time
 (NY) Full Time
 (NZ) Part Time
 (OA) Full Time
 (OB) Part Time
 (OC) Full Time
 (OD) Part Time
 (OE) Full Time
 (OF) Part Time
 (OG) Full Time
 (OH) Part Time
 (OI) Full Time
 (OJ) Part Time
 (OK) Full Time
 (OL) Part Time
 (OM) Full Time
 (ON) Part Time
 (OO) Full Time
 (OP) Part Time
 (OQ) Full Time
 (OR) Part Time
 (OS) Full Time
 (OT) Part Time
 (OU) Full Time
 (OV) Part Time
 (OW) Full Time
 (OX) Part Time
 (OY) Full Time
 (OZ) Part Time
 (PA) Full Time
 (PB) Part Time
 (PC) Full Time
 (PD) Part Time
 (PE) Full Time
 (PF) Part Time
 (PG) Full Time
 (PH) Part Time
 (PI) Full Time
 (PJ) Part Time
 (PK) Full Time
 (PL) Part Time
 (PM) Full Time
 (PN) Part Time
 (PO) Full Time
 (PP) Part Time
 (PQ) Full Time
 (PR) Part Time
 (PS) Full Time
 (PT) Part Time
 (PU) Full Time
 (PV) Part Time
 (PW) Full Time
 (PX) Part Time
 (PY) Full Time
 (PZ) Part Time
 (QA) Full Time
 (QB) Part Time
 (QC) Full Time
 (QD) Part Time
 (QE) Full Time
 (QF) Part Time
 (QG) Full Time
 (QH) Part Time
 (QI) Full Time
 (QJ) Part Time
 (QK) Full Time
 (QL) Part Time
 (QM) Full Time
 (QN) Part Time
 (QO) Full Time
 (QP) Part Time
 (QQ) Full Time
 (QR) Part Time
 (QS) Full Time
 (QT) Part Time
 (QU) Full Time
 (QV) Part Time
 (QW) Full Time
 (QX) Part Time
 (QY) Full Time
 (QZ) Part Time
 (RA) Full Time
 (RB) Part Time
 (RC) Full Time
 (RD) Part Time
 (RE) Full Time
 (RF) Part Time
 (RG) Full Time
 (RH) Part Time
 (RI) Full Time
 (RJ) Part Time
 (RK) Full Time
 (RL) Part Time
 (RO) Full Time
 (RP) Part Time
 (RQ) Full Time
 (RR) Part Time
 (RS) Full Time
 (RT) Part Time
 (RU) Full Time
 (RV) Part Time
 (RW) Full Time
 (RX) Part Time
 (RY) Full Time
 (RZ) Part Time
 (SA) Full Time
 (SB) Part Time
 (SC) Full Time
 (SD) Part Time
 (SE) Full Time
 (SF) Part Time
 (SG) Full Time
 (SH) Part Time
 (SI) Full Time
 (SJ) Part Time
 (SK) Full Time
 (SL) Part Time
 (SM) Full Time
 (SN) Part Time
 (SO) Full Time
 (SP) Part Time
 (SQ) Full Time
 (SR) Part Time
 (SS) Full Time
 (ST) Part Time
 (SU) Full Time
 (SV) Part Time
 (SW) Full Time
 (SX) Part Time
 (SY) Full Time
 (SZ) Part Time
 (TA) Full Time
 (TB) Part Time
 (TC) Full Time
 (TD) Part Time
 (TE) Full Time
 (TF) Part Time
 (TG) Full Time
 (TH) Part Time
 (TI) Full Time
 (TJ) Part Time
 (TK) Full Time
 (TL) Part Time
 (TO) Full Time
 (TP) Part Time
 (TQ) Full Time
 (TR) Part Time
 (TS) Full Time
 (TT) Part Time
 (TU) Full Time
 (TV) Part Time
 (TW) Full Time
 (TX) Part Time
 (TY) Full Time
 (TZ) Part Time
 (UA) Full Time
 (UB) Part Time
 (UC) Full Time
 (UD) Part Time
 (UE) Full Time
 (UF) Part Time
 (UG) Full Time
 (UH) Part Time
 (UI) Full Time
 (UJ) Part Time
 (UK) Full Time
 (UL) Part Time
 (UM) Full Time
 (UN) Part Time
 (UO) Full Time
 (UP) Part Time
 (UQ) Full Time
 (UR) Part Time
 (US) Full Time
 (UT) Part Time
 (UU) Full Time
 (UV) Part Time
 (UW) Full Time
 (UX) Part Time
 (UY) Full Time
 (UZ) Part Time
 (VA) Full Time
 (VB) Part Time
 (VC) Full Time
 (VD) Part Time
 (VE) Full Time
 (VF) Part Time
 (VG) Full Time
 (VH) Part Time
 (VI) Full Time
 (VJ) Part Time
 (VK) Full Time
 (VL) Part Time
 (VO) Full Time
 (VP) Part Time
 (VQ) Full Time
 (VR) Part Time
 (VS) Full Time
 (VT) Part Time
 (VU) Full Time
 (VV) Part Time
 (VW) Full Time
 (VX) Part Time
 (VY) Full Time
 (VZ) Part Time
 (WA) Full Time
 (WB) Part Time
 (WC) Full Time
 (WD) Part Time
 (WE) Full Time
 (WF) Part Time
 (WG) Full Time
 (WH) Part Time
 (WI) Full Time
 (WJ) Part Time
 (WK) Full Time
 (WL) Part Time
 (WO) Full Time
 (WP) Part Time
 (WQ) Full Time
 (WR) Part Time
 (WS) Full Time
 (WT) Part Time
 (WU) Full Time
 (WV) Part Time
 (WW) Full Time
 (WX) Part Time
 (WY) Full Time
 (WZ) Part Time
 (XA) Full Time
 (XB) Part Time
 (XC) Full Time
 (XD) Part Time
 (XE) Full Time
 (XF) Part Time
 (XG) Full Time
 (XH) Part Time
 (XI) Full Time
 (XJ) Part Time
 (XK) Full Time
 (XL) Part Time
 (XO) Full Time
 (XP) Part Time
 (XQ) Full Time
 (XR) Part Time
 (XS) Full Time
 (XT) Part Time
 (XU) Full Time
 (XV) Part Time
 (XW) Full Time
 (XX) Part Time
 (XY) Full Time
 (XZ) Part Time
 (YA) Full Time
 (YB) Part Time
 (YC) Full Time
 (YD) Part Time
 (YE) Full Time
 (YF) Part Time
 (YG) Full Time
 (YH) Part Time
 (YI) Full Time
 (YJ) Part Time
 (YK) Full Time
 (YL) Part Time
 (YO) Full Time
 (YP) Part Time
 (YQ) Full Time
 (YR) Part Time
 (YS) Full Time
 (YT) Part Time
 (YU) Full Time
 (YV) Part Time
 (YW) Full Time
 (YX) Part Time
 (YY) Full Time
 (YZ) Part Time
 (ZA) Full Time
 (ZB) Part Time
 (ZC) Full Time
 (ZD) Part Time
 (ZE) Full Time
 (ZF) Part Time
 (ZG) Full Time
 (ZH) Part Time
 (ZI) Full Time
 (ZJ) Part Time
 (ZK) Full Time
 (ZL) Part Time
 (ZO) Full Time
 (ZP) Part Time
 (ZQ) Full Time
 (ZR) Part Time
 (ZS) Full Time
 (ZT) Part Time
 (ZU) Full Time
 (ZV) Part Time
 (ZW) Full Time
 (ZX) Part Time
 (ZY) Full Time
 (ZZ) Part Time

COMPENSATION, BENEFITS & HEALTH SERVICES
 ISSUED: March 30, 2000
 REVISED:

HYDRO ONE
FWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX WAGE SCHEDULES
CERTIFIED CIVIL TRADE - SCHEDULE 26

GRADE AND STEP	CLASSIFICATION, OCCUPATION CODES & RESPONSE RATES	BASE HOURLY RATE	VACATION RATE	PENSION	WELFARE	TOTAL WAGE PACKAGE
11-0	SENIOR FOREPERSON - 435764					
	98-04-01	31.19	3.12	3.00	1.45	38.76
	99-04-01	31.44	3.14	3.00	1.45	39.03
	00-03-30	32.32	3.23	3.00	1.45	40.20
11-5	FOREPERSON - 435765					
	98-04-01	30.37	3.04	3.00	1.45	37.86
	99-04-01	30.52	3.09	3.00	1.45	38.13
	00-03-30	31.47	3.15	3.00	1.45	39.27
11-7	SUBFOREPERSON - 435763					
	98-04-01	28.75	2.88	3.00	1.45	36.08
	99-04-01	29.02	2.90	3.00	1.45	36.33
	00-03-30	29.77	2.98	3.00	1.45	37.40
11-6	JOURNEYPerson - 435763					
	98-04-01	27.12	2.71	3.00	1.45	34.28
	99-04-01	27.34	2.73	3.00	1.45	34.52
	00-03-30	28.10	2.81	3.00	1.45	35.26
11-0	APPRENTICE (5 YEAR PROGRAM) - 435715					
	1ST PERIOD					
	98-04-01	10.85	1.09	3.00	1.45	16.39
	99-04-01	10.84	1.09	3.00	1.45	16.48
	00-03-30	11.24	1.12	3.00	1.45	17.01
	2ND PERIOD					
	98-04-01	13.56	1.38	3.00	1.45	19.37
	99-04-01	13.57	1.37	3.00	1.45	19.49
	00-03-30	14.05	1.41	3.00	1.45	20.11
	3RD PERIOD					
	98-04-01	16.37	1.63	3.00	1.45	22.35
	99-04-01	16.40	1.64	3.00	1.45	22.49
	00-03-30	16.86	1.69	3.00	1.45	23.20
	4TH PERIOD					
	98-04-01	18.98	1.90	3.00	1.45	25.33
	99-04-01	19.14	1.91	3.00	1.45	25.50
	00-03-30	19.87	1.97	3.00	1.45	26.29
	5TH PERIOD					
	98-04-01	21.70	2.17	3.00	1.45	28.32
	99-04-01	21.87	2.19	3.00	1.45	28.51
	00-03-30	22.48	2.25	3.00	1.45	29.38
12-0	APPRENTICE (4 YEAR PROGRAM) - 435714					
	1ST PERIOD					
	98-04-01	13.56	1.38	3.00	1.45	19.37
	99-04-01	13.57	1.37	3.00	1.45	19.49
	00-03-30	14.05	1.41	3.00	1.45	20.11
	2ND PERIOD					
	98-04-01	16.37	1.63	3.00	1.45	22.35
	99-04-01	16.40	1.64	3.00	1.45	22.49
	00-03-30	16.86	1.69	3.00	1.45	23.20
	3RD PERIOD					
	98-04-01	18.98	1.90	3.00	1.45	25.33
	99-04-01	19.14	1.91	3.00	1.45	25.50
	00-03-30	19.87	1.97	3.00	1.45	26.29
	4TH PERIOD					
	98-04-01	21.70	2.17	3.00	1.45	28.32
	99-04-01	21.87	2.19	3.00	1.45	28.51
	00-03-30	22.48	2.25	3.00	1.45	29.38

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

Overtime Rate
 (When working either an eight (8) hour day on a five (5) day week or a ten (10) hour day on a four (4) day week):
 Mon - Fri = 1 1/2x
 Sat = 2x
 Sun & Hol = 3x
 Compensation, Benefits & Health Services
 ISSUED: March 30, 2000
 REVISED:

HYDRO OHS
P&U CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE AFFORDS WAGE SCHEDULES
ELECTRICAL FORESTER AND UNCERTIFIED CIVIL TRADE - SCHEDULE 50

GRADE AND STEP	CLASSIFICATION AND EFFECTIVE DATES	RATE	VISITATION & STAT. HOLIDAY	PENSION	WELFARE	TOTAL WAGE PACKAGE
21-9	SENIOR FOREPERSON - 415365					
	98-04-01	27.91	2.79	3.00	1.45	35.15
	98-04-01	28.13	2.81	3.00	1.45	35.39
	00-03-30	28.01	2.89	3.00	1.65	38.45
21-8	FOREPERSON - 415364					
	98-04-01	27.18	2.72	3.00	1.45	34.35
	99-04-01	27.40	2.74	3.00	1.45	34.99
	00-03-30	28.18	2.82	3.00	1.65	35.63
21-7	SUBFOREPERSON - 415361					
	98-04-01	25.73	2.57	3.00	1.45	32.75
	99-04-01	25.93	2.59	3.00	1.45	32.97
	00-03-30	25.65	2.67	3.00	1.65	33.97
21-6	JOURNEYPERSON - 415331					
	98-04-01	24.27	2.43	3.00	1.45	31.15
	99-04-01	24.46	2.45	3.00	1.45	31.36
	00-03-30	25.14	2.51	3.00	1.65	32.30
21-0	APPRENTICE ELECTRICAL FORESTER - 415311					
	1ST PERIOD					
	98-04-01	12.14	1.21	3.00	1.45	17.80
	99-04-01	12.23	1.22	3.00	1.45	17.90
	00-03-30	12.57	1.28	3.00	1.65	18.48
21-1	2ND PERIOD					
	98-04-01	14.56	1.46	3.00	1.45	20.47
	99-04-01	14.68	1.47	3.00	1.45	20.60
	00-03-30	15.08	1.51	3.00	1.65	21.24
21-2	3RD PERIOD					
	98-04-01	16.99	1.70	3.00	1.45	23.14
	99-04-01	17.12	1.71	3.00	1.45	23.28
	00-03-30	17.60	1.76	3.00	1.65	24.01
21-3	4TH PERIOD					
	98-04-01	19.42	1.94	3.00	1.45	25.81
	99-04-01	19.57	1.96	3.00	1.45	25.98
	00-03-30	20.11	2.01	3.00	1.65	26.77
22-3	ELECTRICAL FORESTER (SKIDDER OPERATOR)					
	SENIOR FOREPERSON - 415335					
	00-03-30	23.81	2.38	3.00	1.65	30.84
22-8	FOREPERSON - 415324					
	00-03-30	23.20	2.32	3.00	1.65	30.17
22-7	SUBFOREPERSON - 415325					
	00-03-30	21.95	2.20	3.00	1.65	28.80
22-6	JOURNEYPERSON - 415315					
	98-04-01	19.89	2.00	3.00	1.45	26.44
	99-04-01	20.15	2.02	3.00	1.45	26.62
	00-03-30	20.71	2.07	3.00	1.65	27.43
23-9	ELECTRICAL FORESTER (LABOURER)					
	SENIOR FOREPERSON - 415318					
	00-01-02	18.82	1.88	3.00	1.45	25.15
	00-03-30	18.71	1.87	3.00	1.65	23.23
23-8	FOREPERSON - 415318					
	00-01-02	18.22	1.82	3.00	1.45	24.49
	00-03-30	18.22	1.82	3.00	1.65	24.69
23-7	SUBFOREPERSON - 415317					
	00-01-02	17.03	1.70	3.00	1.45	23.18
	00-03-30	17.25	1.73	3.00	1.65	23.63
23-6	JOURNEYPERSON - 415316					
	00-01-02	15.84	1.68	3.00	1.45	21.87
	00-03-30	16.27	1.63	3.00	1.65	22.55

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

Work Week

Normal = Working either an eight (8) hour day on a five (5) day week or a ten (10) hour day on a four (4) day week.
 Mon - Fri = 1 1/2x
 Sat = 2x
 Sun & Hol = 3x

Note: For employees performing stockpiling work only, it is agreed that certified forklift operators shall be paid at the uncertified Civil Trade pay rate. Current employees receiving certified Civil Trade rates will continue at that rate until laid off.

Compensation, Benefits & Health Services
 18892D: March 30, 2000
 REVISED: