

Memorandum of Agreement

Between

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

and

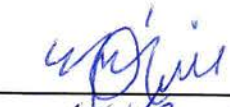
Power Workers' Union ("PWU")


CUPE Local 1000

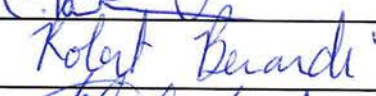
For a Renewal Collective Agreement between Hydro One Inc. / PWU

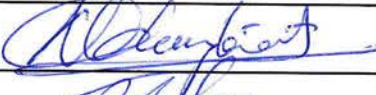
The parties herein agree the following Memorandum of Agreement constitutes full settlement of all matters and is subject to ratification by both parties prior to its implementation.

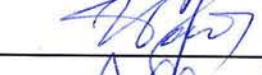
The parties also agree that the Hydro One Inc. – PWU Collective Agreement shall include the terms of the April 1, 2018 – March 31, 2020 Collective Agreement as amended by the terms set out in this Agreement.






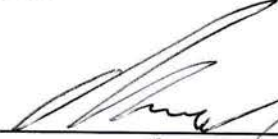


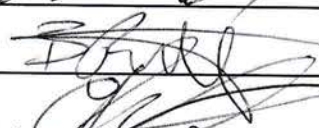


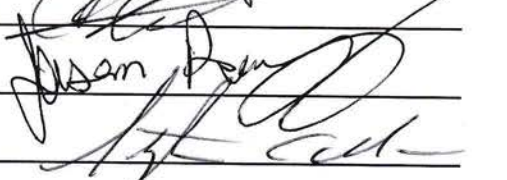





For Hydro One









For PWU

Date: July 17/20

It is jointly agreed that the Hydro One Inc. – PWU Collective Agreement covering the period of April 1, 2018 – March 31, 2020 will be amended as follows. All changes will be effective April 1, 2020, unless otherwise dated. The parties herein agree that the term of the Collective Agreement shall be from April 1, 2020 to March 31, 2023.

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.

Should the Company choose to terminate employment, and the union to grieve immediately thereafter, the grievance will first be referred to mediation where the parties will make every effort to settle within 30 days of the termination. Unless otherwise agreed between the parties, if the mediation is unsuccessful, the grievance will be referred to a full evidentiary arbitration in front of the same arbitrator, within 30 days if there is no medical evidence required. The parties will use best efforts to expedite a resolution to the grievance.

ARTICLE 3 ARBITRATION

3.3 Chief Arbitrator and Deputy Chief Arbitrator

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

ARTICLE 4 WORKING CONDITIONS

- 4.2** b) The extension of acting positions beyond 90 days as outlined in Part B Item 19.0, Part C Item 6 and Part D ~~Section~~ Item 8.0.

ARTICLE 5 UNION SECURITY

- 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 along with a current list of all bargaining unit members including their employee number, start date and job classification/occupation code as well as home contact information (address, phone number and email address).

ARTICLE 11

SURPLUS STAFF PROCEDURE

Article 11.0 Worksite Redeployment

12. In the event the Company has identified a worksite/centre to be closed permanently, the Company will consider homeworker arrangements in accordance with Part D Item 12 for affected employees.

ARTICLE 16

DURATION OF THE AGREEMENT

This agreement shall come into effect as of the 1st day of April ~~2020~~ 2018, and shall remain in effect until the 31st day of March ~~2023~~ 2020, and thereafter from year to year unless terminated by written notice given by one of the parties to the other within a period of not more than two months, but not less than one month prior to the anniversary date.

PART A

GENERAL ITEMS

9.0 SPECIAL TIME OFF

9.4.1 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.

Employees who can verify they have served in the Canadian Armed Forces, and those in the Reserve components of the Canadian Armed Forces, who have served in a foreign country, will be eligible for time off or payment if required to work.

JK
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Employees who can verify they have served in the Canadian Armed Forces, and those in the Reserve components of the Canadian Armed Forces will be eligible for, and will not be unreasonably denied, use of unpaid leave or the use of other time-off entitlements (ex: vacation, floating holidays).

9.6 National Indigenous Peoples' Day

Employees with Indigenous/First Nations status, as defined by the relevant federal statute, will be eligible for and will not be unreasonably denied paid time off for June 21 (National Indigenous Peoples' Day) when this day falls on a regularly scheduled work day.

12.0 DISABILITY BENEFITS AND INCOME PROTECTION

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 **four (4)** ~~two~~ years in receipt of LTD benefits, full service credit will be granted for that period as well. It should be noted that seniority for all employees in receipt of LTD benefits continues to accrue during the period they are in receipt of LTD benefits.

13.0 HEALTH INSURANCE PLANS

- Fertility Drugs:
 - o Remove the one-year restriction
- Dental:
 - o Implant coverage up to maximum coverage for a bridge
- Psychologists:
 - o Increase coverage from \$2,500 for psychologist to **\$3000.00** annually
 - o Add Occupational Therapy and Behavioural Training for Autism

NOT TO BE REPRODUCED IN THE COLLECTIVE AGREEMENT:

The parties agree to meet and discuss the current issues with access to addictions rehabilitation treatment programs.


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NOT TO BE REPRODUCED IN THE COLLECTIVE AGREEMENT:**Health and Dental Brochure**

The parties have been unable to agree to the language and content of the "Extended Health Benefits for Hydro One Inc." and the "Supplemental Group Dental Benefits for Hydro One Inc." (collectively referred to as the "Brochures"). The parties agree that if they cannot settle the language and content of the Brochures and make them available to employees and pensioners by December 31, 2020 the matter shall be referred to arbitration.

Sick Leave and Long Term Disability Plan Brochure

The parties will meet to update, reformat, and simplify the current Sick Leave and Long Term Disability Plan brochure to be more user-friendly and less complicated for employees to navigate. The initial meeting will be held within 60 days of ratification.

20.0 COMPENSATION AT TEMPORARY 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 premium time ~~straight time~~ to a maximum of eight hours each way.

This item does not apply to an employee in receipt of a daily commuting expense outlined in item 20.1.

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. If an employee requests accommodation in a personal trailer, such a request will not be unreasonably denied.

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23.0 TRANSPORTATION AND MOVING EXPENSES**23.5 Transfer of Regular Employees**

Householders: When the residence headquarters of a regular employee, who is a householder, is changed and the employee's work headquarters is moved ~~15~~ **40** km further from his/her home and such employee has moved his/her household at least ~~15~~ **40** km closer to his/her new work headquarters, the Company will pay the cost of:

...

NOT TO BE REPRODUCED IN THE COLLECTIVE AGREEMENT

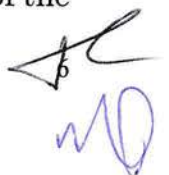
For the term of this collective agreement eligibility for transportation and moving expenses for employees who are Householders, whose regular work headquarters on April 1, 2020 is in Barrie and who relocate to Orillia will remain unchanged:

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: ...

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.

Legal and Real Estate Brokerage Fees: 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, **\$5,000.00 effective April 1st 2021** 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, **\$12,500.00 effective April 1st, 2021** related to the sale of the old principal residence.

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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, **\$17,500.00 effective April 1st, 2021.**

35.0 BI-WEEKLY PAY DAYS

NOT TO BE REPRODUCED IN THE COLLECTIVE AGREEMENT

The parties agree that employees' pay statements will be electronic unless employee provides notice that they require a paper statement.

38.0 NEW - LEGISLATIVE CHANGES

When collective agreement provisions are impacted by legislative changes or government directives giving rise to consequences not reasonably contemplated by the parties at the conclusion of collective bargaining, the affected provisions shall be suspended to allow the parties an opportunity to negotiate with a view to maintaining the original intent and purpose of the provisions and collective bargaining agreement as a whole. Both parties shall be required to exercise their discretion in a reasonable manner. Where no agreement is reached, either party may refer the matter to arbitration.

PART B

MAINTENANCE TRADES

Specific Matters of Agreement

2.0 STANDBY, SERVICE DUTY AND ON CALL

Payment for Service Duty:

The rate of pay for service duty of both types to be computed one hour at the employee's basic hourly rate per day, except for Saturdays, Sundays and statutory

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holidays when the rate will be one and one quarter (1.25), **effective April 1, 2021 one and one half (1.5) hours** at the employee's basic hourly rate per day. This rate includes payment for the use of the employee's telephone. An employee required to report for work while on trouble call, service duty shall be paid for his/her working time in accordance with the standard regulations governing overtime work, including the regulation governing work performed on a "short-call" basis.

22.0 OVERTIME PROVISIONS

22.4 Special Provisions Concerning Overtime

NOT TO BE REPRODUCED IN THE COLLECTIVE AGREEMENT:

The parties agree to establish a Joint Committee to review and make recommendations regarding the sleep time provisions outlined in Part B Item 22 and Part D Item 11 of the collective agreement in the spirit of being the safest and most efficient utility.

The Committee will meet within 90 (ninety) days of ratification and will make joint recommendations to the Sector 3 VP and the VP of Employee and Labour Relations for consideration by no later than December 1, 2021. Only those recommendations that are jointly agreed to will be implemented. These timelines may be amended by mutual agreement.

PART C

CONTROLLERS/DISPATCHERS AND TRAINEES

Specific Matters of Agreement

4.0 ON CALL CONTROLLERS/DISPATCHERS/TRAINEES

On call is the term used to cover on-call service performed by controllers/dispatchers/trainees. While on call they are allowed up to a maximum of one (1) hour 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 and one quarter (1.25) hours, one and one half (1.5) hours effective on April 1st, 2021** 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 controllers/dispatchers/trainees will be on a purely voluntary, individual basis.

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NO

7.0 SHIFT WORK**7.7 Differential for Shift Work**

Not to be reproduced in the Collective Agreement: As an interim measure until the new SOV operating model is implemented, the shift turnover for Dispatchers will increase from 6 minutes to 12 minutes.

PART D**WEEKLY-SALARIED****Specific Matters of Agreement****2.0 ON CALL****2.1 On Call – Protection and Control**

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


The rate of pay for on-call duty will be one hour at the employee's basic hourly rate per day, except for Saturdays, Sundays and statutory holidays when the rate will be one and one quarter (1.25), **one and one half (1.5) effective April 1st, 2021** hours at the employee's basic hourly rate per day. An employee required to report to work for on-call duty shall be paid for his/her working time in accordance with the standard regulations governing overtime, including the regulation governing work performed on a short call basis.

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

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

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

The rate of pay for on-call duty will be one hour at the employee's basic hourly rate per day, except for Saturdays, Sundays and statutory holidays when the rate will be one and one quarter (1.25) hours **one and one half (1.5) effective April 1st, 2021** at the employee's basic hourly rate per day. An employee required to report to work



for on-call duty shall be paid for his/her working time in accordance with the standard regulations governing overtime, including the regulation governing work performed on a short-call basis.

2.3 On Call Helicopter Pilots and Air Engineers

The rate of pay for on call duty will be one and one quarter (1.25) hours, **one and one half (1.5) effective April 1st, 2021** at the employee's basic hourly rate per day for Saturdays, Sundays and Statutory Holidays.

11.0 OVERTIME PROVISIONS

11.4 Special Provisions Concerning Overtime

NOT TO BE REPRODUCED IN THE COLLECTIVE AGREEMENT:

The parties agree to establish a Joint Committee to review and make recommendations regarding the sleep time provisions outlined in Part B Item 22 and Part D Item 11 of the collective agreement in the spirit of being the safest and most efficient utility.

The Committee will meet within 90 (ninety) days of ratification and will make joint recommendations to the Sector 3 VP and the VP of Employee and Labour Relations for consideration by no later than December 1, 2021. Only those recommendations that are jointly agreed to will be implemented. These timelines may be amended by mutual agreement.

12.0 Homeworker

Basic Principles

This item becomes effective January 2, 2021 and establishes the principles and working conditions for work arrangements on homeworking in which employees will work at home rather than at a Hydro One office/facility. Management reserves the right to post new vacancies as homeworker positions where working from home is a condition of the employment contract. Existing employees will be eligible to accept available homeworking assignments on a voluntary basis provided that they have met the minimum criteria, as determined by management for their specific classification. The minimum criteria shall be discussed in advance with the PWU, who will be given the opportunity to provide meaningful input. In cases where an employee requests a homework assignment, it shall be subject to manager approval, which shall not be unreasonably denied.

1. The nature of the work being performed is conducive to work being performed from the employee's home. In order to meet its obligations under the Occupational Health and Safety Act, the company will require, and the employee will agree to both an in-home Health and



Safety inspection prior to the commencement of home working, and periodically scheduled inspections thereafter. Inspections may be conducted through home visits by a manager/supervisor together with a member or members of the Joint Health and Safety Committee (JHSC), and/or through photographic evidence. Such inspections will be conducted only during the employee's scheduled working hours and with 48 hours' notice. The workplace in the home must be free of obvious hazards such as would normally be controlled in an office environment. Inspections will take place periodically. If the employee initiates changes in their home (renovation), or moved the location of the work station such that the safety of the work place is altered, the Company must be notified and the changes may require an ad hoc health and safety inspection.

2. The employees have been assessed as suitable for this type of work arrangement based on selection criteria of performance standards. Performance deficiencies may be considered in determining an employee's eligibility for a homeworker position.

NOTE

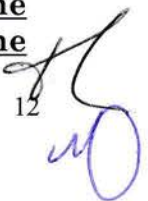
Attendance records may be considered in determining whether a homework arrangement would be suitable (i.e. detrimental or beneficial).

3. It is not the intent of this agreement to change the job responsibility that results from the employee working at home. Any changes must follow the agreed process in the Collective Agreement.
4. Scheduled hours of work will be in accordance with Part D, Items 9 and 10 (or other applicable section). Homeworking employees will be eligible to accept overtime assignments for which they have been trained and for work of a type that can be delivered to the home.
5. Performance monitoring: The employee is not present in the office environment, therefore reliance on physical monitoring for performance and quality is not possible. As a condition of acceptance for home working, employees will acknowledge the Company can and will act on performance and behavior concerns on the basis of electronic observations. To be clear this does not include video monitoring.

6. The customer/client experience will not be compromised by the work location of the employee. Homeworkers are expected to place their home office in a location free normally from environmental noise caused by machines, animals or other people in the home.
7. The Company will continue to be bound by the requirements of the Workplace Safety and Insurance Board (WSIB) during working hours for homeworkers. The home office will be considered as the workplace for the purposes of WSIB.

12.1 Working Conditions

1. This work arrangement will commence on a date agreed to by the employee, the Company and the PWU. The home working assignment period will normally last a minimum of 6 months. Employee-driven requests to return to the office inside the 6-month period will be considered under extraordinary circumstances. Management reserves the right to provide notice inside the 6-month period where an employee fails to meet the defined performance standards. When the home working assignment ends, re-entry to the office workplace will be administered by the Supervisor and the Chief Steward. The re-entry plan will deal with issues such as:
 - Timeline for return to office work
 - Return of Company-owned equipment from the employee's home
 - Fitting into an appropriate shift
 - Setting work hours
 - Start date
 - Transition to the office-based wage schedule
 - The notice period for return to regular work headquarters is 30 days
2. The base weekly rate for Homeworkers shall be 10% less than the rate they would receive working in a Hydro One facility.
3. The Employer will provide the equipment necessary to do the job for the duration of the work arrangement. The Employer will pay for the equipment and set-up. The employees must commit to using the



equipment supplied by The Employer for business purposes. The Employer retains ownership of the property that it supplies for home-office use. Improper use of company equipment will be subject to the discipline process.

The employee is responsible for the provision and set-up of a desk to a minimum company standard. Employees are also responsible for establishing dedicated Bell (or equivalent) connectivity or high speed internet into their home. The company will provide a monthly allowance of \$50/month to cover work-related internet costs.

- 4 The employee will be responsible for ensuring that the work completed meets the productivity and quality standards established by the company.
- 5 The employee's regular work headquarters will remain unchanged from his/her last office location (this does not preclude redeployment under Article 11). The employee will return to his/her regular work headquarters at the end of the homeworking assignment and/or work arrangement.
6. The employee will be expected to attend up to 25 days of in-office meetings, seminars, training courses, etc., annually, as required by management. For these 25 days, no mileage or travel time will be paid and travel will be expected to occur outside working hours with no additional compensation. After 25 days, the Company will pay travel expenses in accordance with Part A, starting from the employees' home address.
7. Time reporting in the normal manner will be the responsibility of the employee.
8. Visits to the employee's home by the Supervisor and Chief Steward or his/her delegate may be necessary from time to time, for coaching, performance reviews and general management of the employee/employer relationship. Such access will be arranged, in advance, by the employee, his/her supervisor and the Chief Steward. The Chief Steward or his/her delegate will accompany the Supervisor on the home visit. The Employer will advise the home worker 48 hours in advance of the visit, and the purpose for which it must occur.
9. The Employer will ensure that the employee receives safety training in relation to operating equipment from their home. The Employer requires limited access to the employee's home for maintenance and checks of The Employer equipment and delivery of materials. Such

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access will be arranged, in advance, by the employee, his/her supervisor and the Chief Steward. Where access is needed to repair computer or communications equipment in order for the employee to do their assigned tasks, the notice period may be shortened. The Employer may direct the employee to bring the equipment to the nearest repair location (The Employer office or other). Appropriate mileage charges will be paid. Appropriate provisions of the collective agreement will apply.

10. Home based employees will be considered for overtime, providing the work can be performed remotely. Voluntary overtime will be posted using existing practices as modified from time to time.

1. The Chief Steward will be provided with, on a monthly basis, a list of all homeworkers and their home addresses and phone numbers.

2. In the event that the homeworking assignment is cancelled, employees shall be returned to their regular work headquarters.

11. The homeworking employee must advise their Supervisor/HR if they move and it results in a commute greater than 100km/1 hour. The ability to work from home for those employees who may have a commute greater than 100km will be evaluated on a case by case basis to determine if they are eligible for the homeworking assignment. The company will not be responsible for travel expenses that fall beyond the 100km limit.


NOT TO BE REPRODUCED IN THE COLLECTIVE AGREEMENT.

Ninety (90) days after the ratification of this Collective Agreement the Union Vice President (or delegate) and the Labour Relations Vice President (or delegate) agree to meet and discuss the potential for Homeworking for all classifications.

A standing joint committee will be established to address concerns arising from the implementation of homeworking arrangements pursuant to Part D Item 12.

The Employer agrees to complete T-2200 forms for employees designated in the Homeworker classification.

In the event the Employer decides to designate Technical classifications as Homeworkers, the Employer will meet with the PWU at least 6 months in advance to review and discuss. For greater certainty, existing employees who are in a Technical classification will be eligible to accept available



homeworking assignments on a voluntary basis provided that they have met the minimum criteria pursuant to Part D Item 12.

APPENDIX “A”

for Construction and Supplementary Maintenance

SECTION 6 EMPLOYEE DESIGNATION

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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 Sector Vice President, which shall not be unreasonably denied by either party.

SECTION 8 EMPLOYMENT PRACTICES/HIRING

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F. The Union will direct members to provide, at hiring, all applicable licenses and certificates. In addition, upon hire, all referrals who are members of and/or referred by the Labourers Internal Union of North America (LIUNA) must provide proof of standard Safety, First Aid, CPR & AED training in the same manner as outlined in the EPSCA/LIUNA OPDC MOA/Collective Agreement. Employee sign-on/on-boarding will occur electronically in advance of the first day of employment.

SECTION 10 WAGES AND PAY PROCEDURE

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NOT TO BE REPRODUCED IN THE COLLECTIVE AGREEMENT:

The undersigned parties agree to work together to implement all required changes to implement a biweekly pay cycle for hiring hall employees. The timing of this transition is not yet certain and will be determined based on the sole and absolute discretion of the Employer.

NOT TO BE REPRODUCED IN THE COLLECTIVE AGREEMENT:

The parties agree that employees' pay statements will be electronic unless employee provides notice that they require a paper statement.

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 direct deposit 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, For each pay period, employees shall receive a pay statement 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 or is discharged will be provided final pay direct deposited 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 direct deposited and his/her~~ The Record of Employment information will be sent electronically to Service Canada 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)~~, (i) and (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 12 TRAVEL AND ROOM AND BOARD ALLOWANCE

Increase to all travel and board allowances based on yearly wage increases.

1203 Initial and Return Travel and Transportation

- A. On recruitment of workers who live beyond ~~161~~ **180** ~~radius~~ **road-driven** kilometres from the work location, the Employer shall pay \$.45 per ~~radius~~ **road driven** kilometre, **\$.46 per road driven kilometre effective April 1st, 2021** plus travel time based on one hour's pay for each 80 kilometres, or part thereof, of travel to a maximum of 8 hours pay for the initial trip to the work location from where the worker lives. On recruitment of workers who live outside Ontario, the distance calculation for this allowance shall be from where the worker lives or the Union Referral Hall, whichever is closer.

1204 Use of Personal Vehicle

- A. An employee who is requested or receives approval from an authorized representative of his/her Employer to use his/her personal vehicle for the convenience of his/her Employer shall be reimbursed at \$.45 per kilometre, **\$.46 per kilometre effective April 1st, 2021**, travelled for such use of his/her vehicle.

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 the grievance to arbitration.

Employees shall be entitled to Union representation at any disciplinary meeting. The employee and the Chief Steward (or delegate) will be provided at least 48 hours' notice of a disciplinary meeting. This notice period may be waived with mutual agreement, and shall not preclude the Employer from removing the employee from the workplace without pay.

Management will provide the Minutes/Notes taken at a discipline meeting to the Chief Steward (or delegate) within 7 days of the meeting. The exchange of minutes/notes will not delay Management's ability to issue discipline.

WAGE SCHEDULES

- Effective April 1, 2020 – 1.9% general wage increase to all PWU employees including Hiring Hall
- Effective April 1, 2021 – 2.0% general wage increase to all PWU employees including Hiring Hall
- Effective April 1, 2022 – 2.2% general wage increase to all PWU employees including Hiring Hall
- Appendix A – Increase Welfare contribution
 - Company to pay an additional \$0.05 per hour effective April 1st, 2022
- Expand classifications in Appendix A

NOT TO BE REPRODUCED IN THE COLLECTIVE AGREEMENT

For the term of the collective agreement, the parties agree to add an Instructor classification to Appendix A for the purposes of Lines instruction and agree that Section 400 of "Appendix A" does not apply to the Instructor classification. For clarity, if the PWU hiring hall cannot supply a lines instructor, Management



reserves its rights to hire a 3rd party contractors to provide Lines Instructional services.

Wage Schedule 30 – UWPC Field Coordinator

The parties agree to add this classification to the wage schedule, upon resolution of the wage rate, which is the subject of grievance HO-JC-008 and HO-P-125.

MID-TERM AGREEMENTS

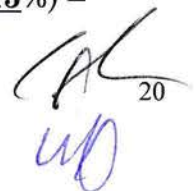
- MT-32 Overtime Option of Paid Time Off in Lieu - Modify and Renew
- MT-61 -Flame and Arc Resistant Clothing – Modify and Renew
- Clean up Mid-terms –
 - MT-26 may be made inactive
- All other Mid-terms to remain status quo
- All suspended Mid-terms to remain suspended

SUSPENDED ARTICLES

- All suspended Articles to remain suspended.

LETTERS OF UNDERSTANDING

- Clean up of LOU's
 - 2, 3, 59, 61, 71, 73, 77, 78, 85-1, 87, 88, 90, 94 may be made inactive,
- LOU #86 – Switching and Grounding-Regional Maintainer – Forestry – Modify and Renew
- LOU #89 – Meter Technician Trainee Program - Modify and Renew
- LOU 95-1 – Electronic Travel Measurement - **Update Appendix A with LOU and make Inactive**
- LOU#53 – MT-69 Regional Maintainer – Power Equipment Electrician – (Housekeeping update as per 2015 MOA Item 6 to change 10% to 15%) – **Revise 15% to 20%**



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- LOU #107 – Working Conditions Impacted by COVID-19
- NEW LOU - Joint Committee – Power Restoration Guidelines

SIDE LETTERS

- Mental Health and Wellness Committee – Modify and Renew
- Overpayments – Modify and Renew
- Assessment Tools – Modify and Renew
- NEW – Joint Committees
- NEW – Licenses and Professional Fees
- Security Clearances – Modify and Renew
- Indigenous Work – Modify and renew
- TWHQ and Hiring Hall Staff - Renew
- Employment Security – Renew
- Transfer of Employees – Modify and Renew
- Summer Students – Renew
- Side Letter on Former Inergi LP Employees/Selection Priority for Inergi LP Employees - Renew

PSA'S

- Fleet - Modify and Renew
- LOU - Drafting Purchased Services Agreement - Modify and Renew

HOUSEKEEPING

- Article 4.2 b – says Section 8 – should say Item 8
- APPA – Section 910 – grammar correction – “Annual unpaid vacation entitlement ~~vacation~~ shall be twenty...”

Handwritten signature and initials in blue ink, located in the bottom right corner of the page. The signature appears to be "JL" followed by "21" and "AD".

Mid-Term Agreement

Number: MT-32

Original Date: 94/08/31

Revision Dates: 2000/04/01

Last Revised: 2000/04/01–2020/04/01

Obsolete Date:

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

Overtime Option of Paid Time Off in Lieu

1. 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. However, the employee may instead elect to accrue time credit calculated at the appropriate premium rate in place of payment.
2. If no request is made prior to the overtime being worked, payment at the appropriate overtime rates will be automatic and paid. Part A, Item 10.2 will continue to apply.
3. **Provided an employee has requested banking overtime, they shall be allowed to accumulate up to one week during a calendar year. Manager approval in advance of working the overtime is required.** Lieu time for overtime accrued shall be limited to the number of hours normally worked weekly (i.e. 35 or 40) by employees working in Hydro One Inc. When an employee reaches these hours, he/she will be unable to request further lieu time for overtime worked. ~~until he/she has brought the hours below the set limit.~~ The accrued lieu time will be taken at a time which is mutually-agreeable to both parties. If a mutually agreeable time cannot be established by both parties, the employee will be required to cash out the lieu time banked at the end of the calendar year.
5. **Providing the employee has accumulated an amount of lieu time equal to the request for time off, management will grant the lieu time requests up to a maximum of one week in the calendar year, subject to the following:**
 - a) **All requests for lieu time shall be made in full day increments;**
 - b) **All requests for lieu time must be submitted to his or her manager using the absent vacation request form a minimum of 2 weeks prior to the first day requested off and Management will respond within a reasonable period of time;**
 - c) **All vacation days for the current year must either have been used or booked and approved;**
 - d) **No more than 25% of the staff have requested time off as vacation during the same time period, this would not include Christmas break or short work weeks as local management may allow more than the 25% of staff off during that period;**
 - e) **The individual requesting the lieu time has not already been scheduled and notified of out of town work that would include TWHQ;**



- f) The request would not interfere with the individual's On Call;
- g) The request does not have an adverse effect on the local work program.
Should the request be denied on this basis, the Chief Steward will be provided
with particulars regarding the state of the local work program.
- h) The Chief Steward reserves the right to advance a grievance on any denial
which will be heard by the Chief Arbitrator at the next Hydro One arbitration
date scheduled.

6. During the year, after having utilized their one week of lieu time (lieu time has already been taken), employees will be allowed to accumulate a further maximum of one week which may be taken at a time that is mutually agreeable or will be paid out in accordance with the collective agreement.

4.7 This Mid-Term Agreement may be cancelled by either party on 30 days' written notice.

HYDRO ONE INC.

POWER WORKERS' UNION

DATE



Handwritten signature and initials in black and blue ink.

Mid-Term Agreement**Number: MT-61-42****Original Date: 10/20/2003****Revision Dates: 04/01/2018****Last Revised: 04/01/2020****Obsolete Date:**

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

Flame and Arc Resistant Clothing

The parties agree that Part 'A' Item 30.2.5.1 is to be revised as follows: New Item 30.2.5.1 (F)

1. When flame and arc resistant clothing is designed exclusively for the safety of employees and the wearing of it is made mandatory on certain types of work, Hydro One will supply and maintain the clothing.
2. Item 31.2.5.1 (D) of the collective agreement will no longer apply and will be removed from the collective agreement at the next printing.
3. Temporary and Hiring Hall employees will be supplied, when at work, with the necessary clothing required by Hydro One. This clothing shall remain the property of Hydro One and will be returned at the end of their employment term.
4. Appendix A outlines the clothing entitlements for each classification. Any employee who does not require clothing for their regular job, but requires clothing on a temporary or rotational assignment, will be supplied with the appropriate clothing. This clothing will be returned to Hydro One at the end of the assignment. Additions and or changes to Appendix A must be agreed to by the two parties.
5.
 - a. It is agreed that employees who receive the full entitlement will receive an initial issue to a maximum of either \$600.00 or \$1200 depending on their classification. The pricing is outlined in Appendix B.
 - b. **Those members who originally received \$1000.00 will be allowed the \$1100.00 replacement value allowed to new employees.**
6. The replacement or mending of clothing is the responsibility of Hydro One. Employees will be allowed to replace worn or damaged clothing with alternate items from the approved list outlined in Appendix B up to the value of the item being replaced.
7. Any individual(s) that are required to work in proximity to vehicular traffic will be supplied with the necessary safety apparel in accordance with the safety rules.
8. Any cleaning required due to abnormal exposure to solvents, greases, oils, etc. will be the responsibility of the employer.

HYDRO ONE INC.

POWER WORKERS' UNION

Date

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

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

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

HYDRO ONE INC.

POWER WORKERS' UNION

DATEHandwritten signature and initials in black and blue ink.

LETTER OF UNDERSTANDING #89**between****HYDRO ONE INC.****-and-****POWER WORKERS' UNION ("PWU")****Re: Meter Technician Trainee Program**

This letter details the understanding between the parties regarding the establishment of a Meter Technician Trainee Program under Appendix "A" of the collective agreement:

1. A Meter Technician Trainee joint committee will be formed and shall be responsible for the establishment and maintenance of the program. The members will be the Director of ~~Provincial~~ **Distribution** Lines, the PWU Sector 3 Vice President and ~~Workforce Acquisition Manager~~ **HR Operations Manager** or designates.
2. The training program is a 3 year program, with 2000 hours in each year. Wage rates will be calculated as a percentage of the Meter Technician base hourly rate (Wage schedule 50, Grade 7, Step 6). In year 1, the rate shall be 60%; 70% in year 2, and 80% in year 3.
3. The minimum education requirement for entry into the program is two (2) years of concentrated study (technician) in a related field at a College of Applied Arts and Technology.
4. Trainees must complete all hours, all training courses and pass all testing to progress to the journeyperson status in the Hiring Hall.
5. Hiring Hall journeypersons who obtain a Regular position as a Meter Technician Customer Service will move to Schedule 20 grade 63-3.
6. For regular Meter Technician - Customer Service positions, vacancies will be posted via an annual mass hire.



7. If trainees are required in any given year, an annual joint trainee hire will be completed. The Meter Technician Trainee committee will meet prior to the annual joint hire date to discuss the number of trainees to be hired.
8. Hiring Hall Meter Technician trainees can be utilized as part of a composite crew, and shall not require the approval of the PWU Sector 3 Vice President.
9. This letter is being implemented for a period of three years, and is without precedent and without prejudice to either party's position in any other matter.
10. Continuation beyond the three years will require mutual agreement. Further, either party may cancel the Letter with 30 days' written notice. If the trainee program under Appendix "A" is discontinued at any time, any trainee who has already commenced the program shall be allowed to complete the program under the terms outlined in this Letter.

HYDRO ONE INC.

POWER WORKERS' UNION

DATE

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LETTER OF UNDERSTANDING**Between****Hydro One Inc. (“Hydro One”)****.and .****Power Workers' Union (“PWU”)****RE: Drafting Purchased Services Agreement**

The parties have agreed that the Letter of Understanding re: Work Program and staffing agreement for Drafting, dated August 29, 2017, no longer applies and is replaced with the following:

1. With technology advancements and expected efficiencies, it is anticipated that the need for drafting resources will decrease. This reduction will be achieved through natural attrition (voluntary departures and retirements). As internal positions are vacated, Hydro One will not be obligated to backfill the roles, and the PWU will not grieve any failure to backfill. **This is inclusive of and limited to all Grade 61, 63, 64 and 66 supervisor positions.**

2. As the internal drafting complement decreases, the portion of work externally contracted will also decrease. The contracted out drafting work will be decreased to 20% of the total drafting hours by the end of August, 2022. After August, 2022, Hydro One shall retain the ability to contract out 20% of the total drafting hours.

- a. **As a benchmark, the total number of drafting hours contracted externally in 2016 was 61,827.**

3. Hydro One and the PWU previously agreed that there is a mutual benefit in promoting existing staff from Grade 61 drafting roles to Grade 63. Such promotions have been carried out will be carried out until August 29, 2022 as follows:

- a. Hydro One will post 30% of the Grade 61 complement each year as Grade 63 vacancies, for a period of five (5) years which ends in 2022. Only existing Grade 61 drafting staff will be eligible to apply to these annual Grade 63 postings, and must apply within their current discipline. The disciplines are as follows: Stations Electrical; Stations Structural; Civil/Mechanical, Lines Structural/Layout; Standards; Protection Control & Metering; Telecom; Environmental; Technical

Services; and Remotes. The standard for selection will be in accordance with Article 10 (i.e. qualified senior), regardless of discipline; the passing mark for the test/interview will be set firmly at 70%, no exceptions. **All Grade 61 employees successful in the testing process will have been given an opportunity for vacancies by the end of 2022.**

b. Hydro One will meet with the PWU Chief Steward to review the test/interview results and identify the areas of development and training for those applicants who fail the test/interview. If an applicant passes the test/interview but is not selected as a result of seniority, and applies in a subsequent year, the positive test/interview result shall remain valid and the applicant will be considered on the basis of seniority.

c. Applicants who do not apply or are not successful to the Grade 63 postings shall be grandfathered at the 61 level; however, any new positions shall be posted as Grade 63.

4. **The parties agree to meet within 90 days of ratification to conduct a review of the proposed Grade 64 job document.** Starting in 2021, Hydro One will post up to 15% of the total Grade 63 complement each year as Grade 64 vacancies. Only existing Grade 63 drafting staff will be eligible to apply. ~~The standard for selection will be in accordance with Article 10 (i.e. qualified senior), regardless of discipline; the passing mark for the test/interview will be set firmly at 70%, no exceptions.~~

5. Hydro One and the PWU shall meet annually to review the drafting complement, contracted hours, and the implementation of technology.

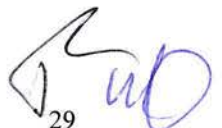
6. This PSA will expire **August 29th, 2027** ~~ten (10)~~ years from the date of signing.

Hydro One

Date

PWU

Date


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Letter of Understanding #107**Between****Hydro One Networks Inc.****- and -****Power Workers' Union (PWU)****RE: Working Conditions Impacted by COVID-19**

The following agreement between the parties is entered into based on the unique circumstances of the COVID-19 Pandemic, and the impact to working conditions necessary to ensure the health and safety of employees while achieving Hydro One's Capital and OM&A work program, and restoring power across Ontario.

1. Hydro One and the PWU agree that there is a requirement to adapt and achieve increased flexibility in order to complete work in a safe and efficient manner until the later of ~~August 30, 2020~~ **March 31, 2023** or the end of the Province of Ontario's COVID-19 State of Emergency. Furthermore, the parties recognize a need to encourage local resolutions during this period.
2. Flexibility in the areas of local crew configuration and local hours of work are key requirements:
 - a. Composite crews will be discussed and approved by the Sector 3 Vice President of the Power Workers' Union and any requests won't be unreasonably denied;
 - b. Employees may be assigned work outside of their regular classification, providing they are qualified and agreed to by the Sector 3 Vice President of the Power Workers' Union or delegate. Such requests will not be unreasonably denied;
 - c. Further, Hydro One and the PWU are committed to expanding local arrangements pursuant to Article 4.2 of the collective agreement, including but not limited to flexibility in changes to working hours (ex: allowing local agreements for the provisions of MT-63 to apply to any type of work/classification in any line of business; allowing local agreements for alternative hours of work arrangements such as 7x7, 8x6, 4x10s) and **any such requests will not be unreasonably denied.**
3. This agreement is made on a strictly without precedent and without prejudice basis to any other matter between the parties and may be extended by mutual agreement.



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Hydro One

Date

PWU

Date

f³


Letter of Understanding (NEW)

Between

Hydro One Networks Inc.

- and -

Power Workers' Union (PWU)



RE: Joint Committee – Power Restoration Guidelines

The parties agree to establish a Joint Committee to review and make recommendations regarding modernizing the Power Restoration Guidelines (signed February 1, 2004) in the spirit of becoming the safest and most efficient utility. The Committee will focus on improving restoration efforts, improving customer experience, and reducing the total average duration of power outages. The Committee will also provide recommendations for training to provide understanding and improve communication between the parties.

The Committee will meet within 90 (ninety) days of ratification and will make joint recommendations to the VP Distribution and Sector 3 VP for consideration by December 1, 2020. These timelines may be amended by mutual agreement.

Nadine O'Neill
Vice President
Employee and Labour Relations

Tom Chessell
Vice President, Sector 3
Power Workers' Union

 
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LETTER OF UNDERSTANDING #NEW**Between****Hydro One Inc.****- and -****Power Workers' Union (PWU)****RE: Meal Allowance**

On a trial basis, for the term of the Collective Agreement, the following meal allowances will replace all meal entitlements specified in the collective agreement and applicable ancillary documents. For clarity, these amounts will apply for overtime meals, TWHQ meals, etc., reflect total amounts and will not require receipts. In the case of overtime when an employee is required to continue working two (2) hours or more after normal quitting time, the first meal is considered dinner. Every four (4) hours thereafter the meal is considered lunch.

Total per day: \$80.00*, \$82.00* effective April 1st, 2022

*These amounts are total amounts and are inclusive of tax and tip

- \$19 for breakfast
- \$19 for lunch, \$21 effective April 1st, 2022
- \$42 for dinner

For clarity, the above does not apply to winter meals or payments for meals that cannot be reasonably obtained (Part C-5.1(d) and Part D-7.1(d)).

Nadine O'Neill
Vice President
Employee and Labour Relations

Tom Chessell
Vice President, Sector 3
Power Workers' Union



SIDE LETTER - RENEW AS MODIFIED

April 1, ~~2018~~**2020**

Mr. Tom Chessell

Vice President, Sector 3

Power Workers' Union

RE: Mental Health and Wellness Committee:

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

Within 90 days of ratification of the collective agreement ~~Jason Fitzsimmons~~ **Nadine O'Neill, and Tom Chessell and any other mutually agreed-upon participants** will meet to discuss a plan to engage other parties.

~~Jason Fitzsimmons~~ **Nadine O'Neill**
Vice President
Employee and Labour Relations

Tom Chessell
Vice President, Sector 3
Power Workers' Union



SIDE LETTER – RENEW AS MODIFIEDApril 1, **2020**Mr. **Tom Chessell**

Vice President, Sector 3

Power Workers' Union

RE: SIDE LETTER REGARDING OVERPAYMENTS

1. For any overpayment that amounts to \$100 or less of the employee's gross weekly pay, the Employer will deduct the one time overpayment from the next regular pay. **For clarity, for employees who are on biweekly pay, the Employer is authorized to recover up to \$200 per biweekly pay period.**
2. Any outstanding liabilities will be deducted from an employee's final pay upon termination for any reason.
3. Notification of the overpayment will be sent to the employee, **and will indicate the reason for such overpayment. Notification of overpayments will also be sent to the union monthly, and will indicate the reason for the overpayment.** ~~and the union as per the current overpayment process. The notification will also indicate the reason for such overpayment.~~
4. Any overpayments that are greater than \$100 as per # 1 above will continue to be addressed through the current overpayment process as per the settlement for HO-P-74.
5. This agreement applies to all PWU represented staff including regular, hiring hall and temporary employees.

~~Jason Fitzsimmons~~ **Nadine O'Neill**
Vice President
Employee and Labour Relations

Tom Chessell
Vice President, Sector 3
Power Workers' Union



SIDE LETTER – RENEW AS MODIFIED

April 1, 2018-**2020**

Mr. Tom Chessell

Vice President, Sector 3

Power Workers' Union

RE: SIDE LETTER RE ASSESSMENT TOOLS

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

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

The JAC will **review the current tool and** oversee any modifications/refinements of the assessment tool **or the introduction of a new tool** and will forward the recommendation(s) to Tom Chessell and **Nadine O'Neill**~~Jason Fitzsimmons~~ **by December 31, 2021.**

~~Jason Fitzsimmons~~ **Nadine O'Neill**
Vice President
Employee and Labour Relations

Tom Chessell
Vice President, Sector 3
Power Workers' Union



SIDE LETTER – RENEW AS MODIFIED

April 1, ~~2018~~ **2020**

Mr. Tom Chessell

Vice President, Sector 3

Power Workers' Union

RE: SIDE LETTER REGARDING INDIGENOUS WORK - RENEWED

The Union and the Employer share a commitment to working proactively to build positive relationships with Indigenous peoples and communities. This includes, but is not limited to, increasing Indigenous representation in all levels of our workforce and to tracking progress of such growth. The parties **further** agree to establish a standing committee to discuss items in regards to Indigenous work and/or projects.

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

The parties also have agreed to a qualified Indigenous target of **4%** ~~2.5%~~ of the total Appendix 'A' employees. If there is a specialized need qualified Indigenous candidates will be given priority hiring status into Appendix 'A'.

The parties agree to hire employees into a new Appendix A Powerline Ground Assistant classification specifically to encourage Indigenous employment. Selection priority for Indigenous applicants to this classification will supersede any provisions in the collective agreement.

The parties further agree to conduct a joint review of all the joint hire processes to identify any areas to improve diversity within the hiring process.

Jason Fitzsimmons

Nadine O'Neil

Vice President

Employee and Labour Relations

Tom Chessell

Vice President, Sector 3

Power Workers' Union

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SIDE LETTER – RENEW AS MODIFIED

April 1, ~~2018~~ **2020**



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

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

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

~~Jason Fitzsimmons~~ **Nadine O'Neill**
Vice President
Employee and Labour Relations

Tom Chessell
Vice President, Sector 3
Power Workers' Union


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SIDE LETTER – RENEW AS MODIFIED

April 1, 2018 ~~2020~~

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

RE: SIDE LETTER RE EMPLOYMENT SECURITY – RENEWED

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

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

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

This does not preclude the Company from terminating for cause.

This does not preclude the Company from utilizing Article 17.0.

~~Jason Fitzsimmons~~ **Nadine O'Neill**
Vice President
Employee and Labour Relations

Tom Chessell
Vice President, Sector 3
Power Workers' Union


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SIDE LETTER – NEW

April 1, 2020

Mr. Tom Chessell

Vice President, Sector 3

Power Workers' Union

RE: Joint Committees

1. The parties agree to establish Joint Committees to review and make recommendations regarding modernization and simplification of:

a) Job Evaluation Plan

b) Premium Payments

2. The Committees will meet within 90 (ninety) days of ratification and will make joint recommendations to the Sector 3 VP and the VP of Employee and Labour Relations for consideration by December 1, 2021. Only those recommendations that are jointly agreed to will be implemented. These timelines may be amended by mutual agreement.

Nadine O'Neill

Vice President

Employee and Labour Relations

Tom Chessell

Vice President, Sector 3

Power Workers' Union

SIDE LETTER – NEW

April 1, 2020

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


RE: Licenses and Professional Fees

1. The parties agree to establish a Joint Committee to review and make recommendations regarding payment for licenses and professional fees.

2. The Committee will meet within 90 (ninety) days of ratification and will make joint recommendations to the Sector 3 VP and the VP of Employee and Labour Relations for consideration by December 1, 2021. Only those recommendations that are jointly agreed to will be implemented. These timelines may be amended by mutual agreement.

Nadine O'Neill
Vice President
Employee and Labour Relations

Tom Chessell
Vice President, Sector 3
Power Workers' Union




SIDE LETTER – RENEW AS MODIFIED**April 1, 2018-2020**

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

RE: SIDE LETTER RE SECURITY CLEARANCES

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

While the PRA process outlined above will continue in the immediate future, the Employer is currently reviewing its workforce screening practices. The parties agree to meet within 90 days of ratification to review the potential new screening protocols for PWU represented regular, temporary and hiring hall employees.

Jason Fitzsimmons

Nadine O'Neill

Vice President
Employee and Labour Relations

Tom Chessell

Vice President, Sector 3
Power Workers' Union



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SIDE LETTER – RENEW AS MODIFIEDApril 1, 2018 **2020**

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

RE: SIDE LETTER RE SUMMER STUDENTS - RENEWED

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

~~Jason Fitzsimmons~~ **Nadine O'Neill**
Vice President
Employee and Labour Relations

Tom Chessell
Vice President, Sector 3
Power Workers' Union

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SIDE LETTER – RENEW AS MODIFIED

April 1, ~~2018~~ **2020**

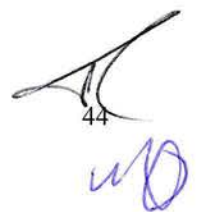
Mr. Tom Chessell
Vice President, Sector 3
Power Workers' Union

RE: SIDE LETTER RE TRANSFER OF EMPLOYEES - RENEWED

- 1) This Side Letter is not to be reproduced in the collective agreement. This Side Letter shall apply only for the term of the collective agreement and is null and void effective March 31, ~~2020~~ **2023**.
- 2) This Side Letter is only activated if Hydro One transmission or distribution assets are sold/transferred to or into another entity. Hydro One will ask the new employer to offer employment to all PWU represented employees who are performing the work being transferred. In all cases, should an employee decide to transfer to the new employer he/she does so under Article 17 and Hydro One has no further obligations with respect to that employee.
- 3) When 50 or fewer PWU-represented employees in a given year are directly impacted by the sale/transfer, these employees will not be required to transfer to the new owner as per #2 above.
- 4) When more than 50 employees are directly impacted by a sale/transfer in a given year, the parties will meet to discuss the Company's ability to absorb the impacted individuals should the employees elect not to transfer to the new employer as per #2 above. Should the parties be unable to agree the matter will be referred to the Chief Arbitrator for resolution. Any employees that are not absorbed by the Company as per the Arbitrator's ruling will be subject to the provisions of Article 17 of the collective agreement.
- 5) The PWU agrees that during the term of the collective agreement Hydro One can operate Article 11.0 up to 2 times per year in the affected classifications.

Jason Fitzsimmons **Nadine O'Neill**
Vice President
Employee and Labour Relations

Tom Chessell
Vice President, Sector 3
Power Workers' Union



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SIDE LETTER – RENEW AS MODIFIEDApril 1, 2018 ~~2020~~

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

RE: SIDE LETTER ON FORMER INERGI LP EMPLOYEES - RENEWED**SELECTION PRIORITY FOR INERGI LP EMPLOYEES**

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

~~Jason Fitzsimmons~~ **Nadine O'Neill**
Vice President
Employee and Labour Relations

Tom Chessell
Vice President, Sector 3
Power Workers' Union

FLEET**Purchase Service Agreement
For
Fleet Mechanical Work**

Duration **April 1, 2020 – September 30, 2023**

The following forms a purchase service agreement regarding fleet mechanic work to be performed during the term of the agreement. The company will track all work contracted out and make the information available to the Union on an annual basis and prior to the expiry of this agreement. Hydro One Management and PWU will review on an annual basis by the end of Q1 and make the unprocessed data available if necessary, per the section below re Agreement Guidelines.

This agreement is based on the unit class determining the category it falls into (as per Attachment #1).

Category 1 Units:

This work will be performed by the PWU members and consists of maintenance, repair, and inspection of category 1 units (see attachment). Any work exceptions to be outsourced that are not listed below will be identified to the Local Chief Steward for approval by the Fleet **FMS FLM** in writing.

The following may be contracted out without notifying the Local Chief Steward provided all possibilities have been exhausted to perform the work in-house:

- Chassis Frame & Sub-frame Structural Repairs
- Electrical System Trouble Shooting & Components
- Exhaust System & Components
- Heating and Air Conditioning System and Components
- Hydraulic Components/Parts (e.g. overhauls of cylinders, valves; pumps, motors)
- Major engine components (e.g. pistons & liners, cylinder heads, shafts)
- Suspension & Driveline (e.g. differential, spring work, shocks, brackets)
- Tires
- Transmission overhauls & servicing
- Upholstery & Cab Interiors
- Warranty Items

The following list represents the services that can be used **without** approval from the Local Chief Steward:

- Pick-up & Delivery Service
- Modifications / Repairs requiring engineering certification
- Testing & Inspections requiring specialized equipment and/or certified technician/engineering approval (e.g. electrical testing; acoustic testing, emission inspections)
- Undercoating
- Vehicle Recovery & Towing
- Vehicle Washing
- **Automotive Glass**
- **Bodywork & Fiberglass**



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no

○ **Lube oil and Filter servicing (not to be combined with PMCVI)**

PMCVI inspections and maintenance repairs on heavy motor vehicles with air brakes that require actual driving travel time of more than 4 hours total to and from customers location to an internal fleet shop may be outsourced. The 4 hour travel time is not applicable to boom inspections. All boom inspections, regardless of travel time will be performed by a PWU member.

Category 2 Units:

This work will be performed by the PWU members as per the unit classes in Category 2 (see attachment). PWU shall perform this work whenever possible unless such work would not be cost effective or would result in lost warranties to Hydro One. PMCVI inspections and maintenance repairs on category 2 vehicles that require actual drive time of more than 4 hours to and from the customers location to an internal fleet shop may be outsourced.

Performing this work in house should not impact the customer or core work in category 1. This outsource list and is a representative list not limited to but including tires, automotive glass, HVAC, upholstery work, servicing (**LOF**), emission testing, paint and body work, exhaust, warranty work, specialty component overhauls (engines, transmissions, springs, starters, alternators, radiators, hydraulic components including cylinders, pumps and motors).

Heavy motor vehicle without air brakes may be repaired in house where existing hoisting equipment exists.

Management will strive to include this capability into any new or renovated garage in the future. It also includes the removal and installation of components.

Category 3 Units:

This unit class work will normally be contracted out except where resources are available to do it in-house. Category 1 and 2 units are identified as core work and shall be the focus before category 3 work.

Agreement

Guidelines:

If required by the Union at any time, the unprocessed PSA data will be provided within thirty (30) calendar days.

The PSA includes the posting of **two (2)** ~~5~~-additional PWU regular full-time mechanic positions between April 1, ~~2020~~ 2017 and March 31, ~~2023~~ 2020. For the duration of the PSA, the PWUHH apprentice crew will be maintained at a minimum of **fourteen (14)** ~~12~~ apprentices and any currently filled PWU regular mechanic positions that become vacant along with existing vacant positions will require backfilling. The above-mentioned postings will follow Article 10.4 of the Collective Agreement.

For the sole purposes of providing information the Director of Fleet Services (or delegate) and the appropriate PWU Chief Steward will discuss the incoming Transportation and Work Equipment as a result of the implementation of the acquisition of another Company.

Management will roll out changes to all who have authority over work being contracted out to ensure the PSA is adhered to.

PWU

Director, Fleet Services

Date:

Date:

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Attachment #1 – PSA Category Listing

Asset	Description	PSA Category 1,2,3	Category by Class
139	LINE PULLER TENSIONER	1	Line Stringing Equip
141	LINE PULLER TENSIONER	1	Line Stringing Equip
142	LINE PULLER TENSIONER	1	Line Stringing Equip
143	LINE PULLER TENSIONER	1	Line Stringing Equip
144	LINE PULLER TENSIONER	1	Line Stringing Equip
145	LINE PULLER TENSIONER	1	Line Stringing Equip
146	TRUCK MOUNTED PULLER TENSIONER	1	Line Stringing Equip
148	QUAD REEL STANDS	1	Line Stringing Equip
149	LINE PULLER TENSIONER,TRL MOUNTED 11-	1	Line Stringing Equip
280	ALL TERRAIN CRANE	1	Crane
282	ROUGH TERRAIN CRANE 21 -35 TON	1	Crane
285	ALL TERRAIN CRANE	1	Crane
396	SELF PROPELLED WORK PLATFORM >=25'	1	Manlift
594	MUSKEG TRACTOR 4 TON PAYLOAD	1	Off Road
596	MUSKEG TRAILER 8 TON PAYLOAD.	1	Off Road
597	MUSKEG WITH RBD	1	Off Road
598	MUSKEG WITH RBD (834)	1	Off Road
653	TRACKED VEHICLE 4 TON PAYLOAD	1	Off Road
655	MUSKEG TRACTOR WITH AD (827)	1	Off Road
693	TIMBERJACK/TREE FARMER	1	Off Road
694	TREE FARMER	1	Off Road
702-706	TRACTOR FORKLIFT	1*	Forklifts
904	SERVICE TRUCK WITH AD (821)	1	Chassis /Attachment
907	SERVICE TRUCK WITH AD	1	Chassis /Attachment
916	STAKE TRUCK WITH RBD (831)	1	Chassis /Attachment
918	STAKE TRUCK WITH ART CRANE	1	Chassis /Attachment
919	STAKE TRUCK WITH ART CRANE	1	Chassis /Attachment
925	FORESTRY TRUCK WITH AD (822)	1	Chassis /Attachment
926	FORESTRY TRUCK WITH AD	1	Chassis /Attachment
930	LINE MTCE TRUCK WITH 826	1	Chassis /Attachment
931	LINE MTCE TRUCK WITH 200ft AD	1	Chassis /Attachment
932	LINE MTCE TRUCK WITH AD	1	Chassis /Attachment
937	LINE MTCE TRUCK WITH AD	1	Chassis /Attachment
938	LINE MTNC TRUCK WITH RBD (832)	1	Chassis /Attachment
939	LINE MTNCTRUCK WITH RBD	1	Chassis /Attachment
950	TRUCK TRACTOR W/SLIDING 5TH WHEEL	1	Chassis
960	MISC TRUCK	1	Chassis
961	MISC TRUCK	1	Chassis
980	TRAILER-POLE	1	Air brake trailer
985	UTILITY TRAILER 11800 KG	1	Air brake trailer
986	LOW BED UTILITY TRAILER 13-29 TON	1	Air brake trailer
987	TRAILER LOW BED	1	Air brake trailer
988	LOW BED TRAILER 40 TO 50 TON	1	Air brake trailer
992	TRAILER	1	Air brake trailer
994	LOW BED FLOAT TRAILER 100 TON	1	Air brake trailer
581	ARIEL DEVICE - WALK BEHIND	1	Forestry
130	REEL CARRIER	2	Trailer
132	REEL TRAILER	2	Trailer
134	REEL TRAILER	2	Trailer
135	REEL TRAILER	2	Trailer

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136	REEL TRAILER	2	Trailer
211	COMPRESSOR	2	Compressors
220	COMPRESSOR	2	Compressors
225	COMPRESSOR	2	Compressors
227	COMPRESSOR	2	Compressors
658	CRAWLER LOADER 2.25 - 4.0 cu yd	2	Forestry Brushing
659	TRACKED CRAWLER/CARRIER	2	Forestry Brushing
666	FARM TRACTOR	2	Forestry Brushing
672	TRACKED CRAWLER 120 TO 150 HP	2	Forestry Brushing
688	RUBBER TIRED TRACTOR WITH BACKHOE	2	Forestry Brushing
689	FARM TRACTOR WITH ATTACHMENTS	2	Forestry Brushing
690	LOADER TRACTOR	2	Forestry Brushing
696	BRUSHCUTTER RUBBER TIRED	2	Forestry Brushing
697	TRACTOR MERI CRUSHER - LIGHT	2	Forestry Brushing
698	BRUSHCUTTER	2	Forestry Brushing
699	SWING GRAPPLE TRACK SKIDDER	2	Chassis
900	MISC SERVICE TRUCK	2	Chassis
902	MISC SERVICE TRUCK	2	Chassis
903	MISC SERVICE TRUCK	2	Chassis
910	STAKE TRUCK	2	Chassis
915	STAKE TRUCK	2	Chassis
920	FORESTRY TRUCK MISC	2	Chassis
924	FORESTRY TRUCK MISC	2	Chassis
970-999	TRAILER	2	Trailer
002-098	EXTERNAL RENTAL	3	Rentals
107	AUGER UP TO 6' DIAMETER	3	Auger - Construction
118-119	UTILITY BOAT WITH INBOARD ENGINE	3	Boat
340	GENERATOR	3	Trailer
607	BACKHOE TRACTOR	3	Misc
629	ALL TERRAIN VEHICLE	3	Misc
642	FARM TRACTOR 70 HP	3	Misc
845	INTERMEDIATE SEDAN/EV	3	Pick ups and Vans
850	SEDAN/EV	3	Pick ups and Vans
854	UTILITY WAGON	3	Pick ups and Vans
860	PERSONNEL CARRIER MISC	3	Pick ups and Vans
863	PERSONNEL CARRIER MISC	3	Pick ups and Vans
865	PERSONNEL CARRIER MISC	3	Pick ups and Vans
880	MISC VAN	3	Pick ups and Vans
881	CARGO VAN/PERSONNEL CARRIER 5-8 PASS	3	Pick ups and Vans
883	CARGO VAN/PERSONNEL CARRIER 5-8 PASS	3	Pick ups and Vans
886	VAN WITH 25' AERIAL LADDER	3	Pick ups and Vans
887	CARGO VAN/PERSONNEL CARRIER 5-8 PASS	3	Pick ups and Vans
890	PICK UP TRUCK misc	3	Pick ups and Vans
891	PICK UP TRUCK misc	3	Pick ups and Vans
892	PICK UP TRUCK misc	3	Pick ups and Vans
893	PICK UP TRUCK misc	3	Pick ups and Vans
894	PICK UP TRUCK misc	3	Pick ups and Vans
897	PICK UP TRUCK misc	3	Pick ups and Vans
810	BRUSH CHIPPER	3	Trailer
400-499	OFF ROAD ATV	3	ATV'S

Trailer – Air Brake – Category 1

Trailer – Non Air Brake – Category 2

888 Class attachments – Category 1 *702-706 Forklifts that are not located in a fleet location are Category 2 and can be outsourced.

Handwritten signature and initials in blue ink, including the number 49.