

April 7, 2002 (21:35)

Memorandum of Agreement

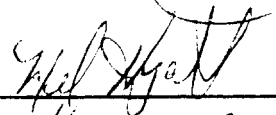
Between
Inergi L.P.
hereinafter referred to as the Company

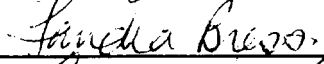
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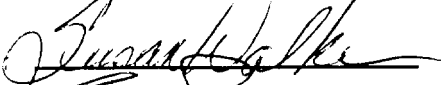
Power Workers' Union
CUPE Local 1000


Now, therefore, the parties herein agree the following constitutes a full settlement of all matters.

The parties will also agree that the Inergi L.P. Agreement shall include the terms of the April 1, 2001 – March 31, 2002 Hydro One Inc. Collective Agreement provided, however, that all matters set out in the attached statement of Agreement are incorporated into the Inergi L.P. Collective Agreement.

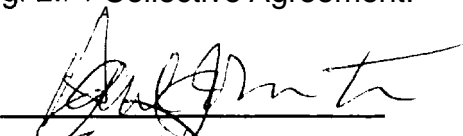








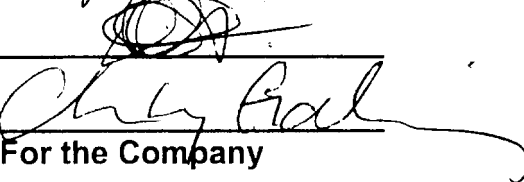


For the Union









For the Company

Date

It is jointly agreed that the collective agreement will be amended as follows. All changes will be effective April 1, 2002 unless otherwise dated. The parties herein agree that the term of the Collective Agreement shall be from April 1, 2002 – September 30, 2004.

ARTICLES:

ARTICLE 1 - RECOGNITION

Modify as follows:

ADD NEW

- 1.3** The term “working supervisor” shall include all supervisors who perform ~~any non-supervisory~~ work related to work performed by other PWU bargaining unit members.
- 1.4** Bargaining unit work currently performed or that work which has been performed by members of the Union’s bargaining unit and any work defined as work of the Union in any jurisdictional accord applicable to Inerqi LP will continue to be Performed by PWU represented staff unless otherwise agreed to by the parties. This does not apply to situations where work is eliminated.
- 1.5** “Work” in this Article shall be defined as a specific set of tasks, for example the union supervisory level of Clerical/Technical/Technologist classifications at Inerqi LP.
- 1.6** The Company shall produce to the Union each quarter, documentation showing all persons doing work for the Company.

NOT TO BE REPRODUCED IN THE COLLECTIVE AGREEMENT

INFORMATION REQUIRED - ARTICLE 1.6

- Name
- ~~Work~~ Location
- ECD
- Regular/Temp (end date)
- Full-time/Part-time
- PWU/Society/MCP/Contractor
- Job Title
- Line of Business
- Supervisor – Yes/No
- Confidential/Non-Confidential – Confidential – it has to be related to labour relations type information (i.e. grievances, hiring/firing, etc.)

17 Additional Work Opportunities for Inergi

For purposes of this Agreement, Cap Gemini Ernst & Young ("CGEY") includes its parents, its direct and indirect subsidiaries, affiliates, joint ventures, partnerships, related companies, successors and assigns. By its execution of this Collective Agreement the Employer binds Cap Gemini Ernst & Young to Article 1 and to any Mid-Term Agreements which refer to CGEY and warrants it has the authority to do so.

The parties agree to approach new work opportunities for CGEY by observing the following principles and process:

Principles

- (i) CGEY and the PWU ("the parties") agree that their relationship is based on mutual trust and respect.
- (ii) The parties agree that it is in the interest of both CGEY and the PWU that CGEY grow its business and that the Inergi bargaining unit share in such growth where practicable.
- (iii) The parties agree, where it is practicable, that PWU represented employees, CGEY employees and CGEY clients will have the ability to work together on teams.

Related Work Opportunities

CGEY agrees to give full consideration to proposals in connection with Related Work Opportunities will be subcontracted to Inergi for performance. In this Article, Related Work Opportunities shall mean that is related to or similar to work that is being done or has been done by the PWU bargaining unit at Inergi.

Process

The parties will meet quarterly to discuss Related Work Opportunities. Such discussions will involve a full and frank discussion (subject to reasonable confidentiality requirements) of ongoing or upcoming Related Work Opportunities, the nature of the Related Work opportunities, the viability of such work being done by the PWU bargaining unit, and related topics.

- (a) Either party may, as appropriate, require discussion to be held between the CGEY President and the PWU President to address issues of concern respecting Related Work Opportunities and the discussion process.

(b) If the residents are unable to reach agreement, a mediator shall be agreed upon immediately by the parties to mediate a resolution.

(c) The mediation process will not prevent CGEY from completing its closing financial work with respect to its opportunities.

ARTICLE 2 - GRIEVANCE PROCEDURE

Add **New 2.9.4** as follows:

Interest Penalties for Retroactive Payments

If retroactive payments are required as a result of any settlement (i.e. GRB, JCC, JCT, reclassification) the Company will endeavour to make payments within sixty (60) days of the signing of the settlement. If these payments are not made within sixty (60) days, the Company agrees to pay interest on the outstanding amounts as of the 61st day to the employees at a rate of 2% above prime. For each further delay of thirty (30) days, the interest rate will increase by an additional 2%. Exceptions will be jointly agreed to by the parties.

ARTICLE 4 - WORKING CONDITIONS

Modify as follows:

ADD NEW:

4.3 It is recognized that volume measurement is necessary to obtain an objective evaluation of the level of Production of a group, a section or an office. The fundamental intent of these measurements is to improve customer and client service, not for the purposes of discipline.

Where volume measurement and monitoring systems are used in the workplace, management and the chief steward will agree on the principles for the use of the information.

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

ARTICLE 6 – NO DISCRIMINATION

Modify 6.2 as follows:

- 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.

Management agrees to process complaints in a timely fashion. The parties agree to review the process on an annual basis to ensure that there is accountability for the implementation of recommendations.

ARTICLE 10 – SELECTION TO VACANCIES

Modify as follows:

10.5.1 Transportation and Moving Expenses

Candidates selected to vacancies as per Article 10.5 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.~~

10.6 Transition Provisions

- (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 over complement is eligible to apply to posted vacancies and placement opportunities in another bargaining unit **whose collective agreement has a reciprocal clause.** 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.

ARTICLE 11 – SURPLUS STAFF PROCEDURE

Modify as follows:

1 10 WORKSITE REDEPLOYMENT

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. If the employee, within one (1) month of worksite redeployment, irrevocably commits to not move, the employer will pay reasonable accommodation expenses, excluding meals, in the new location.

1 12 Application

- (i) 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. If these employees are transferred, the employer will pay a subsequent move to the employee's previous location in accordance with Part A, Item 23.

11.18 Limitations to Turnover

Delete 11.18 and renumber remaining items.

ADD NEW 11.21.

11.21 Surplus Staff Joint Working Committee

The parties agree to establish a Surplus Staff Joint Working Committee. The Joint Team will explore retraining opportunities within the Company. Prior to any retraining of any kind, the Joint Team will explore the business needs of the Company and will work with the Company, the employee and the employee's representative to ensure the continuance and any other issues that may arise. The intent is not to modify the intent of Article 11 but to ensure that the operational use of Article 11 to deal with both the interests of the employee decisions.

ARTICLE 16 – DURATION OF THE AGREEMENT

Modify Article 16.0 – Duration of the Agreement as follows:

This Agreement shall come into effect as of the first day April 1, 2004 ~~2002~~, and shall remain in effect until the ~~31st day of March 2002~~, 30th day of September 2004, 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.

ADD NEW Article 17.

ARTICLE 17 – TRANSFER OF EMPLOYEES ON CHANGE OF EMPLOYER

1. In Article 17, the term "transfer" shall mean any sale, lease, transfer or other transaction between the Company and any other entity, by virtue of which control over any part of the Company's business or assets becomes held by such other entity and the Company's employees shall be employed by a new employer.
2. The Company recognizes the importance of securing for employees opportunity for continuing employment with the new employer and are committed to using its best efforts in securing such opportunity for employees with the new employer.
3. Prior to the new company commencing operations, the Company and the new receiving company will define the scope of work, the job classifications involved and the staffing required for each job classification together with employee category.
4. When such information has been gathered, the PWU and the Company will meet to review the staffing requirements and confirm the full-time equivalents together with the affected job classifications.
5. Based upon the step outlined in paragraph 4 above and a current seniority list for the affected employees, an allocation will be made using the rule of "first choice junior" and the joint agreement will be the complement and the balance to the new employer.
6. The PWU and the Company will, prior to a new employer commencing operations, ask those selected employees, employed at

the Company, **their intention** to continue employment with the new employer.

The Company and the PWU agree issues may arise with respect to employees who refuse on-going employment opportunity with the new employer.

Therefore, the parties agree as follows:

- a) At a time selected by the Company, in consultation with the PWU, but no later than 60 days before the new employer commences operating the business at the Company will be asked to state in writing its position to continue employment with the new employer.
 - b) The PWU and the Company will attempt to resolve all issues that arise upon the refusal of any employee to accept continuity of work with the new employer.
 - c) If there is no agreement on issues relating to employees who decline continuing employment with the new employer, the issues will be submitted to an expedited mediation/arbitration process. Martin Teplitsky Q.C. will be the mediator/arbitrator. The mediator/arbitrator will have discretion to make any award that he considers fair and reasonable in all of the circumstances.
7. The Company agrees that it shall file in writing to the PWU at the earliest possible time after the completion of the transaction but in any event prior to the time set forth in paragraph 6(a) above, all available information relating to the transaction shall be provided to the PWU. This information is not confidential.
8. Effective on the date the Company officially provides the PWU with a listing of the staff Positions and numbers to be transferred to the new employer the following will apply:
- I. Subject to (III), an employee who successfully applies for a vacancy in the affected business shall thereafter exercise seniority rights within the affected business and will have no seniority rights enforceable outside the affected business notwithstanding any other provision of the collective agreement.
 - II. Employees at the affected business may apply for vacancies outside the affected business in accordance with the applicable provisions of the collective agreement up to 30 days prior to the scheduled date for closing of the transaction but not thereafter.

- III. An employee in the Company who is declared over complement/surplus by the Company prior to the date of closing shall have full rights under Article 11 -
- IV. Employees at the Company who are eligible for regular retirement or for the date of closing shall be given 60 days notice of their right to irrevocable election within that 60 days and prior to the closing date to retire effective on the date of closing. If an employee makes a decision to retire they shall receive a lump sum payment equal to one year's base salary. This will be paid as a retirement benefit to the employee or a portion of this payment into an IRA up to the amount allowed by law. The employee shall be the Company with the IRA form effecting the payment in accordance with RRSF
- V. If the Company needs to replace the services provided by the new employer and the Company is still accountable to provide these services to its Clients, those former employees will be given the opportunity to return to the Company with their jobs, service, rights and entitlements intact. If any such employee was subject to wages, benefits and/or pension plan provisions that were more providant than this Collective Agreement, such wages, benefits and pension plan provisions will be red circled until such time as the related provisions in this agreement are equal or better.
- VI. If the new employer reduces the total complement of employees at the affected business which results in the permanent layoff of former Company employee(s), the employee(s) identified to be permanently laid off will be entitled to apply to vacancies existing within the original Company, having preference over new hires and exercising seniority rights equal to their original Company service plus service accumulated with the new employer.
9. An employee who is not afforded the opportunity for continuing employment by the new employer shall have full rights under Article 11

10. The PWU agrees that no proceedings will be brought against the Company claiming the Company is a related or common employer with the new employer or any of the new employers related or subsidiary businesses so long as the relationship in the Agreement contemplated in paragraph I does not materially change.

11. Retraining/Reskilling

A committee will be established to explore retraining/retaining opportunities within the company. Prior to any change of title 11 the committee will identify the needs, including tuition, outplacement opportunities, benefits continuance and any other items that may be

WAGES

Effective April 1, 2002 a 3% wage increase will be paid to all PWU represented employees on all PWU wage schedules.

Effective April 1, 2003 a 2% wage increase will be paid to all PWU represented employees on all PWU wage schedules.

Effective April 1, 2004 a 1% wage increase will be paid to all PWU represented employees on all PWU wage schedules.

NOT TO BE REPRODUCED IN THE COLLECTIVE AGREEMENT

Employment Security

There will be no layoffs during the period of **March 1, 2002 to February 29, 2004** for those employees who transferred to the company as a result of the Hydro One transaction **March 1, 2002.**

PART A – GENERAL ITEMS

3.0 ANNIVERSARY PROGRESSION

ADD NEW

3.4 Relief Progression Time

Employees who perform relief, acting, temporary or rotation time in a position for three (3) calendar months or more will have that time and satisfactory progression associated with that position counted toward their progression. Such time and subsequent relief, acting, temporary or rotation time will be cumulative, provided there is not a break of twelve (12) months or more between relief, acting, temporary or rotational periods. Once an employee has accumulated enough time to proceed to the next step under the constraints mentioned above, they will move to the next appropriate step as per their wage schedule. In the event the employee is successful to a vacancy in the same classification, their relief time will be counted towards their progression.

5.0 SERVICE CREDIT

Modify 5.2 as follows:

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 ~~45~~30 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.

10.0 LEAVE OF ABSENCE

Modify as follows.

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, **step-parent**, parent-in-law, brother, brother-in-law, sister, sister-in-law, husband, wife, **son, step-son**, son-in-law, daughter, **step-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.

10.3 Family Leave

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

11.0 PREGNANCY/ADOPTION/PARENTAL LEAVES

Modify as follows:

11.5.2 Duration of Leave

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

PART A, ITEM 12.0 - DISABILITY BENEFITS AND INCOME PROTECTION

Modify Item 12.1 as follows:

~~When required by the employer, Major Medical Absence Reports shall be paid for by the employer up to \$20.00. In situations where Inergi L.P. requests a doctors' note, Inergi L.P. will cover the cost of such note to a maximum value of \$20.00 per instance.~~

Inergi L.P. will cover the payment for a Major Medical Absence Report to a maximum value of \$50.00 per instance. Management may waive the requirement for Major Medical Absence Report.

Once a member has exhausted 100% sick leave they can use their vacation to top up (no adverse effect on LTD).

Part A, Item 13.0 – Health Insurance Plans

Include payment for a PSA blood test in annual physical (to detect prostate cancer).

Allow coverage for incontinence products for cancer patients.

Add (under Food Supplements) Nutramigen (or like products)...and Ensure, Boost (or like products) providing proof that a doctor has prescribed these products.

Modify as follows:

Item 13.1 – Regular Employees, Pensioners and Regular Employees Receiving Workplace 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: (the following plans which forms part of this collective agreement)

Part A, Item 14.0 – Pension and Insurance

Option to purchase 4X or 5X life insurance at no cost to the Company and at rates and conditions established by the insurance company.

Modify as follows:

Part A, Item 14.3.1 – Group Life Insurance (The Group Life Insurance Plan forms part of this collective agreement)

Modify as follows:

Part A, Item 14.0 – Pension and Insurance

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.

Contribution holiday – Given the current financial state of the plan, there will be no continuation of the contribution holiday by Inergi L.P. in the new Inergi L.P. pension plan.

Management agrees that prior to **any employer contribution holiday** the PWU will be notified and discussions will be held between the parties to allow the PWU to identify any possible changes or modifications to the pension plan.

18.0 HEADQUARTERS

Modify as follows.

18.3 Establishment of Headquarters

18.3.1 Work Headquarters

Notice Period – Overnight Absence at Temporary Work Headquarters:

In the event an employee is assigned to temporary work headquarters and overnight absence is required, three five working days' notice will be given. Notice will not be required where emergent conditions exist.

20.0 COMPENSATION AT TEMPORARY HEADQUARTERS

Modify 20.1 as follows.

20.1 Travel Outside of Residence Headquarters

Insert the following before the first paragraph of 20.1.

Management will solicit volunteers for temporary assignments to temporary headquarters. Management will assign temporary work headquarters on a rotational basis in order of seniority e.g. (senior choice junior force first).

24.0 MEAL PROVISIONS

Modify 24.2.1 as follows:

24.2.1 Provision of Meals

- (d) When meals cannot be reasonably obtained, an allowance of ~~\$10.00~~ \$15.00 per meal will be paid.

26.0 JOINT COMMITTEES

Add new Item 26.8:

Establish a Joint Management Disability Program.

38.0 HOURS OF WORK

Modify 38.2.3 as follows.

38.2.3 Variable Working Hours in Head Office

Employees may select a starting time which is not earlier than ~~7:00 a.m.~~ 6:30 a.m. and not later than 9:00 a.m. or at ¼ hour intervals prior to that. Their finishing time will not be earlier than ~~3:00 p.m.~~ 2:30 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.

NOT TO BE REPRODUCED IN THE COLLECTIVE AGREEMENT

39.3.1 – Hours of Work Customer Communications Centre (Retail/London/Markham)

The parties agree to establish a committee to review the shift Provisions for the Customer Communications Centre (Retail/London/Markham).

39.0 SHIFT WORK

39.3 Part D (Weekly Salaried)

Add new Item 39.3.1.7.

ITEM 1.7 – SHIFT SWAP/CHANGL REQUESTS

1. Requests for shift swaps will be granted where practical.
2. Requests for shift changes are unlimited, provided the request is made by the Wednesday preceding the week of the requested change.
3. Shift change requests will be fairly evaluated but the company reserves the right to deny shift changes in the event the change cannot be accommodated due to forecasted workload requirements. Requests will not be unreasonably denied.

SUMMER STUDENTS

The parties agree that the scope of work for the summer students is as follows:

PART B – SALARY SCHEDULE 25

ADD NEW

NOTE

Summer students on this schedule will work 40 hours per week.

- Within Part B the intent is to allow the summer students to assist in the stockkeeping function.

PART D – SALARY SCHEDULE 87

ADD NEW

NOTE:

Summer students on this schedule will work 35 hours per week.

- Within Part D summer students can perform the duties up to and including the full Grade 53 job document.

NOT TO BE REPRODUCED IN THE COLLECTIVE AGREEMENT

INCENTIVE PLAN

Extend the date on the Incentive Plan from December 31, 2002 to December 31, 2005. The current principles will be maintained. Discussions are required to expand the employee categories. The Plan will be reviewed to see if the design of rewards can be implemented at the department level.

For the year 2002, the maximum pool available for funding the incentive plan shall be an amount equal to 4% of the PWU regular full-time, regular part-time base payroll.

For the year 2003, the maximum pool available for funding the incentive plan shall be an amount equal to 5% of the PWU regular full-time, regular part-time base payroll.

For the year 2004, the maximum pool available for funding the incentive plan shall be an amount equal to 5.5% of the PWU regular full-time, regular part-time base payroll.

For the year 2005, the maximum pool available for funding the incentive plan shall be an amount equal to 5.5% of the PWU regular full-time, regular part-time base payroll.

MID-TERM AND MISCELLANEOUS AGREEMENTS

MT- Modified Items from April 1, 2001-March 31, 2002 Collective Agreement (attached).

MT-15 - Provision of French Language Services. [Effective April 1, 2002 the amount of the allowance will be adjusted by the negotiated wage increases).

MT-50 - Provincial Purchased Services Agreement. (Delete Mid-Term).

MT - Cap Gemini Ernst & Young Business Ventures (attached).

Letter of Understanding - Video Display Terminals (attached).

Letter of Understanding - The Inergi L.P/PWU Compensation Plan (attached).

Letter of Understanding - Stock Purchase Plan (attached).

Letter of Understanding - Collective Agreement Consolidation (attached).

Letter of Understanding - Staffing and Employment Opportunities (attached).

Letter of Understanding - Mid-Term Agreements (attached).

APPENDIX A – SUPPLEMENTARY WORK FORCE

Section 1, Item 100 Preamble

Modify as follows:

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. **All negotiated wage increases will apply to the classifications and allowances in Appendix A.**

Mid-Term Agreement

Number: MT-

**Original Date:
Revision Dates:
Last Revised:
Obsolete Date:**

It is jointly agreed that the following Mid-Term Agreement shall form part of the Collective Agreement between the Power Workers' Union and Inergi L.P.:

Modified Items from April 1, 2001 - March 31, 2002 Collective Agreement

In 2002 Collective Agreement bargaining, the parties agreed to remove and/or modify the following items, as they were no longer applicable. To address the Power Workers' Union concern that these items may be required at a later date, the parties agreed to review these items before bargaining the next Collective Agreement. At such time, these items will either be removed permanently or re-introduced into the next Collective Agreement. In the event an item(s) listed below is required before the next collective bargaining, the parties will meet to discuss and resolve. Items covered under this Mid-Term Agreement are:

1. Collective Agreement – The parties agree to change the words Hydro One Inc. to Inergi L.P. where appropriate.
2. The parties agree to review all wording with regards to titles and department names, i.e. Chief Physician/Manager **of** Health Services Department.
3. The parties agree to delete the entire Part "C" Electrical Operators section.
4. The parties agree to rename Part D Weekly Salaried section, Part C and change all Collective Agreement References accordingly.
5. The parties agree to renumber as required.
6. Preamble to Articles – Add to the Bargaining Committee the names of S. Walker and S. Beam.

7. Preamble to Articles – In the first sentence delete the word ~~four~~ and replace with three. In the second sentence remove the reference to ~~Electrical Operators, and Part D~~
- a. Article 2.8.3 – Remove reference to ~~John West~~. (The Company will supply a nominee's name).
9. Article 9.1 – Remove reference to ~~D~~.
10. Article 10.1.3 – Remove words ~~Chief Physician/Manager of Health Services Department~~, and replace with _____
11. Article 10.1.4.6 – Delete reference to ~~vacancy management office~~ and replace with _____
12. Article 10.1.4.7 – Delete reference to ~~Human Resources Manager~~ and replace with _____
13. Article 10.1.4.8 – Delete reference to ~~vacancy management office~~ and replace with _____
14. Article 10.1.5.(B).1 – Delete reference to ~~21, and 31~~.
15. Article 10.1.5.(B).2 – Delete reference to ~~24, 26, 27, 28, 29~~.
16. Article 10.2.3. (b) – Delete entire Item 10.2.3. (b).
17. Article 10.2.3.(c) – Delete ~~(c)~~ and replace with (b).
18. Article 10.3 – Delete the reference in the title words ~~and Operators~~.
19. Article 10.3.1 – Delete reference to ~~P&C Staff at Middleport~~ and replace with _____
20. Article 10.4 – Delete entire reference to ~~10.4, 10.4.1 and 10.4.2~~.
Rediscuss with Inergi L.P.
21. Article 10.5 – Delete ~~5~~ and replace with 4.
22. Article 10.5, first bullet – Delete the first and second bullet and replace with trades positions.
23. Article 10.5.1 – Delete ~~5~~ and replace with 4.
24. Article 10.5.3(II) – Delete reference to ~~Health Services Department~~ and replace with _____

25. Article 10.5.3(III) – Delete ~~5~~ and replace with 4.
26. Article 10.5.5 – Delete ~~5~~ and replace with 4.
27. Article 10.5.1 – Delete ~~5~~ and replace with 4.
28. Article 10.5.1 – Delete second paragraph.
29. Article 11.3.3(a) – Delete the word ~~Note~~ and the reference.
30. Article 11.3.11 – Delete the word ~~Operators~~ and delete the words ~~electrician, mechanic, Regional Maintainer, Operators, etc.~~ and replace with Stockkeeper.
31. Article 1 ~~11~~ 17.3 - Delete reference to ~~Human Resources Manager~~ and replace with _____
32. Article 11.17.3(i) – Delete reference to ~~Human Resources Manager~~ and replace with _____
33. Article 11.18(a) – Delete second paragraph.
34. Article 12.0 – Delete ~~co-operation~~ and replace with Company.
35. Article 12.2.6(c) – Delete reference to ~~Labour Relations – Corporate Human Resources~~ and replace with _____
36. Article 12.2.6(d) – Delete reference to ~~Labour Relations – Corporate Human Resources~~ and replace with _____
37. Article 13.3 second paragraph – Delete reference to ~~Divisional Chairperson~~ and replace with Chief Steward.
38. Article 16 – Delete ~~Hydro One Inc.~~ and replace with Inergi L.P. and modify signing off authorities.
39. Part A, Item 1.2 – Delete reference to ~~Health and Safety Divisior~~ and replace with _____
40. Part A, Item 1.3 – Delete reference to ~~Health and Safety Divisior~~ and replace with _____
41. Part A, Item 3.3 – Delete reference to item 3.3.
42. Part A, Item 6.7 – Delete entire Item 6.7.

43. Part A, Item 11.6 – Delete entire Item 11.6.
44. Part A, Item 17.1.2 first paragraph – Delete Item 17.1.2 first paragraph.
45. Part A, Item 17.2 – Delete General Item 17.2, 17.2.1, 17.2.2, 17.3, 17.3.1, 17.3.2.
46. Part A, Item 23.4 – Delete first NOTE, second paragraph: ~~This rule applies...~~
47. Part A, Item 23.4 – Delete second NOTE and entire reference.
48. Part A, Item 23.5 – Delete second sentence: ~~An Operator in Training...~~ and the third sentence ~~Apprentices will be....~~.
49. Part A, Item 23.5.3 - Delete third NOTE, first paragraph: ~~This section does not...~~
50. Part A, Item 23.5.5, Exceptions – Renumber the Exceptions 1 and 2.
51. Part A, Item 23.17 – Delete entire Item 23.17.
52. Part A, Item 24.2 – Delete ~~& D Electrical Operators~~ and.
53. Part A, Item 25.1 – Delete entire Item 25.1.
54. Part A, Item 26.2.2.3(f) – Delete Item 26.2.2.3(f).
55. Part A, Item 26.3.3 – Delete ~~24, 27, 31~~.
56. Part A, Item 26.7 – Delete Item 26.7.
57. Part A, Item 28.3(iii.), second bullet – Delete ~~Gainsharing~~ and replace with Incentive.
58. Part A, Item 31.4.4 – Delete Item 31.4.4.
59. Part A, Item 34.4.4.1 – Delete ~~4~~.
60. Part A, Item 34.4.4.2 – Delete ~~2~~ and replace with 1.
61. Part A, Item 37.2 – Delete entire Items 37.2, 37.2.1, 37.2.2.
62. Part A, Item 38.1.1.2 – Delete ~~rehabilitation work, electrical, mechanical, civil~~ and replace with Stockkeeper.

63. Part A, Item 38.1.1.3 – Delete entire Item 38.1.1.3.
64. Part A, Item 38.2.1.4 – Delete entire Item 38.2.1.4.
65. Part A, Item 38.2.5 – Delete first paragraph.
66. Part A, Item 39.1 – Delete entire Items 39.1.
67. Part A, Item 39.2 - Delete entire Items 39.2.
68. Part A, Item 39.3.1 – Delete **Retail** and replace with _____
69. Part A, Item 39.3.4 – Delete entire Item 39.3.
70. Part A, Item 39.3.5 – Delete entire Item 39.3.5.
71. Part A, Item 40.1, first paragraph – Delete (~~or operators, reserve operators or OIT's schedule, subject to provisions Part A Item 39.2).~~
72. Part A, Item 40.1 – Delete reference to ~~Part C – Electrical Operators &~~.
73. Part A, Item 40.1, Extension Overtime – Delete last sentence ~~Extension overtime...~~
74. Part A, Item 40.2.2 – Delete entire Item 40.2.2.
75. Part A, Item 40.3.2 – Delete entire Item 40.3.2.
76. Part A, Item 40.3.3.4 – Delete entire Item 40.3.3.4.
77. Part A, Item 40.4.2 – Delete entire Item 40.4.2.
78. Part A, Item 40.7 – Delete entire Item 40.7.
79. General Item, Part A – Delete reference to time entitlement – **microwave alarm centre technicians overtime chart.**
80. Part B, Table of Contents – Delete ~~5.0 Welders, 6.0 Marine Vessels, 7.0 Carpenter Special, 10.0 Apprentices, 17.0 Regional Maintainer- Electrical Training Course~~
81. Part B, Item 2.2 – Delete ~~Special Hours of Work Provision (Lines);~~ and entire clause wording.
82. Part B, Item 2.3 – Delete entire Item 2.3.

83. Part B, Item 4.0 – Delete ~~Regional Maintainers Lines and Forestry~~ and replace with _____
84. Part B, Item 5.0 – Delete entire Item 5.0.
85. Part B, Item 6.0 – Delete entire Item 6.0.
86. Part B, Item 7.0 – Delete entire Item 7.0.
87. Part B, Item 9.0 – Delete last paragraph.
88. Part B, Item 10.0 – Delete entire Item 10.0.
89. Part B, Item 11.0 – Delete last sentence: ~~This rate will not...~~
90. Part B, Item 13.2 – Delete entire Item 13.2.
91. Part B, Item 13.3 – Delete entire Item 13.3.
92. Part B, Item 15.0 – Delete entire Item 15.0.
93. Part B, Item 17.0 – Delete entire Item 17.0.
94. Part B Wage Schedule 24 – Delete entire Schedule.
95. Part B Wage Schedule 25 – Delete Grade (Group) 01, 02, 03, 04, 06, 07.
96. Part B Wage Schedule 25, page 2 NOTES – Delete (1), (2), (3), (3A), (5).
97. Part B Wage Schedule 26 – Delete entire Schedule.
98. Part B Wage Schedule 27 – Delete entire Schedule.
99. Part B Wage Schedule 28 – Delete entire Schedule.
100. Part B Wage Schedule 31 – Delete entire Schedule.
101. Part B Wage Schedule 32 – Delete Grade 04, 09.
102. Part C – Delete entire section.
103. Part D Table of Contents – Delete ~~2.0 On Call Protection & Control~~.

104. Part D, item 2.0 – Delete entire item 2.0.
105. Part D, Item 7.0 – Delete entire Item 7.0.
106. Part D Wage Schedule 21 – Delete entire Schedule.

Mid-Terms

The parties agree to change the words Hydro One Inc. to Inergi L.P. where appropriate. The parties also agree to renumber all remaining Mid-Terms.

CA Reference	Issue	Proposed Change
MT-1		Company Name change
MT-2	Remove wording that references chauffeurs	Company Name change
MT-3		Company name changes
MT-4		Wording cleanup
MT-5	Reflect wording to include insurance coverage & proper coverage	Company Name change
MT-6		Company Name change
MT-7	Wording cleanup	Company Name change
MT-8		Company name change
MT-9	Modify 2.2 to delete construction office & delete 2.4	Company name change
MT-10		Sign off change
MT-11	Wording cleanup	Sign off change
MT-12		Company name change
MT-13	Wording cleanup	Company name change
MT-14	Delete item #4	Sign off change
MT-15	Wording modifications & attachments	Sign off changes
MT-16		Sign off change
MT-17		<u>DELETE</u>
MT-18		Sign off changes
MT-19	Wording changes	Sign off changes
MT-20	Wording changes	Sign off changes
MT-21		Company name change
MT-22		Sign off changes
MT-23		<u>DELETE</u>
MT-24		<u>DELETE</u>
MT-25		<u>DELETE</u>
MT-26	Verify to see if any employees in scope.	
MT-27		<u>DELETE</u>

MT-28		<u>DELETE</u>
MT-29		<u>DELETE</u>
MT-30		<u>DELETE</u>
MT-31		<u>DELETE</u>
MT-32		Company name changes
MT-33		<u>DELETE</u>
MT-34	Is member in scope -- retain Mid-Term.	
MT-35	References to C/A wording changes	Company name change, wording clean up.
MT-36	Verify if in scope. If no one is in scope remove this MT	
MT-37		<u>DELETE</u>
MT-38		<u>DELETE</u>
MT-39		<u>DELETE</u>
MT-40-1	Re-write (cleanup)	
MT-41		<u>DELETE</u>
MT-42		<u>DELETE</u>
MT-43		<u>DELETE</u>
MT-44		<u>DELETE</u>
MT-45	Re-write (cleanup)	
MT-46	Re-write (cleanup)	
MT-47		<u>DELETE</u>
MT-48		
	Re-write	
MT-50		Management to respond.
MT-51		
MT-52		<u>DELETE</u>
MT-53		<u>DELETE</u>
MT-54		<u>DELETE</u>
MT-55		Sign off changes

POWER WORKERS' UNION

INERGI L.P.

DATE

Mid-Term Agreement

Number:

**Original Date:
Revision Dates:
Last Revised:
Obsolete Date:**

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

Cap Gemini Ernst & Young Business Ventures

Additional Work Opportunities for Inergi

For purposes of this Agreement, Cap Gemini Ernst & Young ("CGEY") includes its parents, its direct and indirect subsidiaries, affiliates, joint ventures, partnerships, related companies, successors and assigns.

Principles

- (i) CGEY and the PWU ("the parties") agree that their relationship is based on mutual trust and respect.
- (ii) The parties agree that it is in the interest of both CGEY and the PWU that CGEY grow its business and that the Inergi bargaining unit share in such growth where practicable.
- (iii) The parties agree, where it is practicable, that PWU represented employees, CGEY employees and CGEY clients will have the ability to work together on teams.

Related Work Opportunities

CGEY agrees to give full consideration to the above principles in determining whether Related Work Opportunities will be subcontracted to Inergi for performance. In this Agreement, Related Work Opportunities shall mean CGEY work that is related to or similar to work that is being done or has been done by the PWU bargaining unit at Inergi.

Work Assignment

- (a) In the event Related Work Opportunities are subcontracted or otherwise assigned to Inergi by CGEY, the following will apply:
 - (i) The PWU shall not utilize these Related Work Opportunities in any way to organize unorganized employees employed by CGEY or by clients of CGEY.
 - (ii) The PWU Collective Agreement will apply to the work unless the parties have agreed to modify the application of the Agreement to facilitate the subcontracting or assignment of work to Inergi.
- (b) The PWU shall not bring a related employer application under section 1(4) of the Labour Relations Act or its equivalent in respect of Related Work Opportunities that have not been subcontracted or otherwise assigned to Inergi.

INERGI L.P.

POWER WORKERS' UNION

DATE

LETTER OF UNDERSTANDING

Between

INERGI L.P.

- and -

POWER WORKERS' UNION

O DISPLAY TERMINALS

The parties agree that all issues in regards to the health effects caused by Video Display Terminals (VDT's) will be reviewed by the Joint Policy Committee on Health and Safety.

POWER WORKERS' UNION

INERGI L.P.

DATE

LETTER OF UNDERSTANDING

Between

INERGI L.P.

- and -

POWER WORKERS' UNION

THE INERGI L.P./PWU COMPENSATION PLAN

Upon ratification of the Collective Agreement, the parties agree to establish a four (4)-person committee comprised of two (2) Company representatives and two (2) PWU representatives to develop the Inergi LP/PWU compensation plan.

The parties agree to the following principles:

- Regular employees as of the effective implementation date will not be disadvantaged by the implementation of this new system.
- The parties are committed to establishing a market competitive compensation program in order to meet the needs of the Company and PWU represented employees.

The committee will:

- Develop a simplified job document and wage structure system
- Establish a pay equity plan for Inergi L.P.
- Develop a wage structure that is sustainable for the business and recognizes market forces for competitive compensation schemes.

The Committee will recommend a plan design and detailed work implementation plan to the parties for approval. There is a need to expeditiously complete this project on or before September 30, 2002.

POWER WORKERS' UNION

INERGI L.P.

DATE

LETTER OF UNDERSTANDING

Between

INERGI L.P.

- and -

POWER WORKERS' UNION

STOCK PURCHASE PLAN

In the event that there is an IPO of Inergi L.P. during the term of the Collective Agreement, discussions **will** be held between representatives of Inergi L.P. and the Union with respect to possible participation by PWU represented employees in such share offering.

POWER WORKERS' UNION

INERGI L.P.

DATE

LETTER OF UNDERSTANDING

Between

INERGI L.P.

- and -

POWER WORKERS' UNION

COLLECTIVE AGREEMENT CONSOLIDATION

The parties agree to establish a joint committee consisting of two (2) PWU representatives and two (2) Management representatives to review and consolidate the Collective Agreement. This Committee will not change the intent of any Collective Agreement items.

Any changes to the Collective Agreement must have the approval of the PWU as per the PWU Constitution.

POWER WORKERS' UNION

INERGI L.P.

DATE

LETTER OF UNDERSTANDING

Between

INERGI L.P.

- and -

POWER WORKERS' UNION

STAFFING AND EMPLOYMENT OPPORTUNITIES

In order to achieve the expectations of our customers, employees and stakeholders alike, the parties agree:

- To actively manage on an ongoing basis the matching and balancing of PWU-represented employee's skills and capabilities with the business requirements.
- There is a need to be a skills-based organization by providing skill development and training opportunities for PWU-represented employees.

A Joint Staffing/Workforce Utilization Committee will be established effective immediately upon ratification of the agreement to make recommendations to the parties taking into consideration:

- Forecasted workload requirements
- Workforce management/utilization
- Survey of skills/experience/career interests
- Career planning/training development
- Extramural activity

It is recognized that this proactive approach will provide PWU-represented employees with career opportunities and will allow the parties to strive to have a stabilized workforce.

LETTER OF UNDERSTANDING

Between

INERGI L.P.

- and -

POWER WORKERS' UNION

MID-TERM AGREEMENTS

The company and the PWU will meet to discuss and agree upon amendments to the Collective Agreement required to reflect changing business conditions. Such agreement(s) will be documented in a Mid-Term in a timely and/or expedited basis.

POWER WORKERS' UNION

INERGI L.P.

DATE