

IN THE MATTER OF AN EXPEDITED MEDIATION/ARBITRATION
BETWEEN
HYDRO ONE INC.
(“Hydro One”)

and

POWER WORKERS’ UNION
(the “PWU”)

GRIEVANCE NUMBER: HO-P-158
Re: AMI 2.0 PSA

CHIEF ARBITRATOR: John Stout

APPEARANCES:

For Hydro One:

Daniel McDonald, Norton Rose Fulbright Canada LLP

For the PWU:

Donald K. Eady, Paliare Roland LLP
Kate Shao, Paliare Roland LLP

HEARING HELD IN TORONTO, ONTARIO ON DECEMBER 4, 2025

AWARD

[1] On March 24, 2023, I issued an award (the “Award”) granting Hydro One’s request for a Purchased Services Agreement (PSA) under Article 12 of the Collective Agreement. The PSA permitted the contracting out of certain work related to the Advanced Metering Infrastructure (“AIM”) 2.0 project. The PSA included hiring commitments and a division of work between PWU represented employees and external contractor resources provided by Capgemini and their sub-contractor Honeywell. The award permitted either party to come back before the Chief Arbitrator if there was a “material change in circumstances.”

[2] The parties subsequently signed a Letter of Understanding 127 – Addendum (“LOU 127 Addendum”) on February 7, 2025. LOU 127 Addendum provides that Hydro One would review and re-evaluate options for scheduling and the allocation of work between internal resources and contractors. After determining options, Hydro One was to meet with the PWU to discuss the matter. If the parties cannot reach an agreement on the issue of reallocation of work, then the parties may come back before the Chief Arbitrator to resolve any dispute.

[3] The parties met on several occasions, but they were unable to reach an agreement on the allocation of resources between the internal resources and the contractors. The matter was referred to me for a facilitation hearing on December 4, 2025. Counsel filed submissions prior to the hearings.

[4] At the hearing, I was advised that there have been certain challenges that have arisen during the roll out of the AIM 2.0 program. Hydro One has been attempting to address those challenges, including by repatriating some work that was previously allocated to be done by contractors. The PWU advises that they can perform more of the work with internal resources in a more efficient manner.

[5] It is clear to me that the situation on the ground is fluid and continuing to evolve. At the same time, Hydro One has entered contractual commitments based on the PSA that was granted in the Award. In my view, Hydro One should be provided some leeway to address the issues before I intervene.

[6] The PWU complains that Hydro One has not met its hiring commitments with respect to 12 Meter Reader Data Collectors (MRDCs). However, the parties are also in discussions about repurposing the hiring commitment into a new classification. I believe, it is best to let the parties try and resolve this issue before I intervene.

[7] Accordingly, I have adjourned this matter till March 2026 to give the parties time to explore options to resolve the issues on their own.

[8] I remind the parties that the Article 12 process is all about cooperation in having work completed efficiently and respecting both parties' interests. Under the Article 12 process the role of the Chief Arbitrator is not as a traditional decision maker who makes decisions based on legal principles. Rather, the Chief Arbitrator's role is as a "Facilitator", which means trying to promote cooperation between the parties so that they may reach a mutually agreeable resolution to a conflict. The Chief Arbitrator only decides the issue in dispute when the parties are unable to reach a resolution on their own with the Chief Arbitrator's assistance.

[9] I remain seized.

Dated at Toronto, Ontario this 4th day of December 2025.

A handwritten signature in dark ink, consisting of several loops and a long horizontal stroke extending to the right.

John Stout - Chief Arbitrator

