

IN THE MATTER OF AN ARBITRATION

BETWEEN

HYDRO ONE INC.

(“Hydro One”)

and

POWER WORKERS’ UNION

(the “PWU”)

GRIEVANCE HO-T-3988

DEPUTY CHIEF ARBITRATOR: John Stout

APPEARANCES:

For Hydro One:

Daniel McDonald – Norton Rose

For the PWU:

Nick Coleman – Paliare Roland

HEARING HELD BY WRITTEN SUBMISSIONS

SUPPLEMENTARY AWARD

[1] This matter concerns a grievance filed by the PWU alleging that Hydro One terminated the employment of J.K. (the "Grievor") without just cause and contrary to the Ontario *Human Rights Code* R.S.O. 1990 c. H.19.

[2] In an award dated February 11, 2020, I allowed the grievance, ordering that the Grievor be reinstated based on the following terms:

- The Grievor shall be given the opportunity of re-employment with Hydro One provided he successfully completes a 21-28 days residential treatment program, which he shall be responsible for the costs. The Grievor shall have six (6) months to complete the residential program absent extenuating circumstances. Any issue relating to the Grievor's admission into a residential rehabilitation program is to be brought back to me by the PWU.
- Once admitted to the residential treatment program, the Grievor shall be reinstated in his employment with Hydro One (non-active) and permitted to claim sick benefits for the time he is enrolled in the residential treatment program until he is re-instated in active employment or terminated as set out below.
- The Grievor's employment shall be terminated if he does not successfully complete the residential treatment program or if he voluntarily leaves the residential treatment program absent extenuating circumstances.
- If the Grievor successfully completes the residential treatment program then he shall be reinstated in active employment with Hydro One, with no loss of seniority.
- The Grievor's record will be changed to reflect a time served suspension for the period between termination and the time when he entered the residential treatment program.
- Once reinstated in active employment, the Grievor shall comply with the following conditions:
 - The Grievor must completely and indefinitely abstain from alcohol and illicit drugs (non-prescribed drugs).

- The Grievor shall continue attending weekly AA meetings and any other aftercare program prescribed by his physician(s) or the residential program.
- The Grievor is to continue to see his family doctor monthly for blood screening. Hydro One may request a physician's certificate every six months confirming support and any recommendations for ongoing treatment.
- The Grievor shall sign a monitoring agreement to be in effect for at least two years, which shall permit Hydro One to randomly test the Grievor for alcohol and drug use. The monitoring agreement shall authorize free communication between the monitoring clinic, the Grievor's physicians (only with respect to drug and alcohol use) and Hydro One's Occupational Health department for the purpose of monitoring abstinence.
- The Grievor shall comply with all Hydro One policies and procedures for seeking time off work.
- The Grievor shall maintain regular attendance at work.
- Should the Grievor engage in any misconduct involving alcohol, drugs, dishonesty or health and safety violations then he will be subject to termination.
- If the Grievor breaches any of these conditions within two years, then the matter will be brought back before me.
- These conditions may be reassessed after two years by the parties and if no agreement, they may be brought before the Chief or Deputy Chief Arbitrator to decide whether it is just to have them continue in whole or in part.

[3] The Grievor had arranged to be admitted to the Renascent residential treatment program on March 30, 2020. The residential treatment program was scheduled to start on June 22, 2020 and be completed on July 20, 2020.

[4] Subsequently, in March 2020, the COVID-19 pandemic was declared and the virus has swept the world, causing economic chaos and a state of emergency was declared in Ontario.

[5] The Grievor's admission to the residential treatment program was rescheduled. The Grievor has produced notices of change dated May 12 and May 15, 2020, confirming that his admission was rescheduled. On May 19, 2020 Renascent sent the Grievor an additional notice, indicating that the new dates for his admission to stage 1 and stage 2 of the treatment program would be September 4, 2020 until October 16, 2020, assuming he tested negative for COVI-19.

[6] PWU counsel wrote to me on June 12, 2020 seeking an extension of the time to complete the residential treatment program until the end of 2020.

[7] On June 24, 2020, Hydro One agreed to the extension on the condition that the Grievor "retains all relevant records." The records that Hydro One wants the Grievor to retain are the records necessary to validate his story and the chronology should it be necessary for verification. I note that both Hydro One and I have already been provided with copies of the notices/letters referenced in this Supplementary Award.

[8] On June 25, 2020, I directed the PWU to advise the Grievor that he was granted an extension until the end of the year and he was to keep copies of all records/documents and copy the PWU as well as keeping them updated on the status of his treatment program.

[9] I remain seized to address any issues arising from this award, including implementation.

Dated at Toronto, Ontario this day of 28th day of June 2020.

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

John Stout- Arbitrator