

IN THE MATTER OF AN ARBITRATION

BETWEEN

HYDRO ONE INC.

(“Hydro One”)

and

POWER WORKERS’ UNION

(the “PWU”)

**GRIEVANCE HO-P-121
AFTs Performing DLP work**

DEPUTY CHIEF ARBITRATOR: John Stout

APPEARANCES:

For Hydro One:

Daniel McDonald – Norton Rose LLP

For the PWU:

Nick Coleman – Paliare Roland LLP

HEARINGS HELD BY VIDEOCONFERENCE ON JULY 29, 2020

AWARD

[1] This matter concerns grievance HO-P-121 filed by the PWU on May 27, 2019, alleging that Hydro One violated the Collective Agreement by assigning Data Line Patrol (DLP) work duties to Area Forestry Technicians (AFTs). Hydro One denies violating the Collective Agreement.

[2] DLP work involves assessing Hydro One poles and equipment and recording data. Historically the DLP work was performed by Meter Reader/Data Collectors (MRDCs), Area Distribution Engineering Technicians (ADETs) and Regional Maintainers (RMLs).

[3] Starting in the late Spring of 2019, Hydro One began training PWU represented AFTs to perform DLP work. The PWU insists that DLP work must be performed by MRDCs. Hydro One maintains that they have the right to assign work duties across classifications.

[4] As I stated in *Essar Steel Algoma Inc. and USWA, 2251 (13-0096)* 2014 CarswellOnt 55 at paragraph 56:

56 There is one principle that seems to have been universally adopted with respect to management's right to make changes in the workforce. The principle is simply stated by Arbitrator Adams in *Re Windsor Public Utilities Commission and International Brotherhood of Electrical Workers, Local 911, supra*, at page 382 as follows:

"...Thus there can be no implied obligation inferred from the "climate of collective bargaining", to maintain, in whole or in part, the *status quo* as far as the assignment of work tasks is concerned. Management has a presumptive right to make changes in the organization of its work force.

But this is not to say that management has an unbridled freedom to engage in arbitrary changes or job reorganizations. The cases amply demonstrate that management's rights must be exercised in good faith, for the purpose of business efficiency and with due regard to the wording and purpose of the collective agreement..."

57 Therefore, the examination of the reorganization that occurred in this case entails determining if management exercised their rights in good faith,

for the purpose of business efficiency and with due regard to the language found in the collective agreement.

[5] I find that Hydro One made the decision to assign the DLP work to the AFTs in good faith and for valid business reasons. The assignment has resulted in efficiencies that has resulted in cost savings for Hydro One. The work has not been performed exclusively by MRDCs and the Collective Agreement does not provide them with ownership over such duties. Therefore, I find that the assignment of the DLP duties to AFTs did not violate the Collective Agreement.

[6] I acknowledge the PWU's concern with respect to the additional DLP duties being reassigned to AFTs. This issue may be addressed by a joint job evaluation to amend the job documents and a review of the rating of the AFT position for salary purposes.

[7] Accordingly, after carefully considering the evidence and submissions of the parties, I find that Hydro One did not violate the Collective Agreement when they assigned the DLP duties to the AFTs. I order the parties to conduct a joint job evaluation and complete such evaluation within 60 days unless extended by mutual agreement. If the job evaluation is not completed within the specified time or the parties cannot agree on the job evaluation, then the matter may be brought back before me within 30 days. In the meantime the AFTs may continue to perform the DLP work.

[8] I remain seized to address any issue fairly raised in the grievance but not addressed in this award, including the implementation of my order.

Dated at Toronto, Ontario this 29th day of July, 2020.

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

John Stout- Deputy Chief Arbitrator