

IN THE MATTER OF AN EXPEDITED ARBITRATION
BETWEEN

HYDRO ONE INC.

(“Hydro One”)

and

POWER WORKERS’ UNION

(the “PWU”)

GRIEVANCES HO-WS-2008

CHIEF ARBITRATOR: John Stout

APPEARANCES:

For Hydro One:

Daniel McDonald, Norton Rose Fulbright Canada LLP

For the PWU:

Kate Shao, Paliare Roland LLP

HEARINGS HELD BY VIDEOCONFERENCE ON JANUARY 09, 2026

PROCEDURAL AWARD

[1] This matter concerns a grievance filed by the PWU on April 3, 2024, alleging that Hydro One has violated the Collective Agreement and the Ontario *Human Rights Code* (the “Code”), by discriminating and failing to accommodate Corinne Conley.

[2] Ms. Conley’s spouse is 74 years old, and he suffers from a myriad of chronic medical conditions. Ms. Conley has requested to work from home to support her spouse. Ms. Conley claims that she has no other means to provide her spouse with the support he requires with his activities of daily living.

[3] Hydro One has denied the grievance. However, Hydro One is currently accommodating Ms. Conley by permitting her to work remotely as a “Homeworker” on an interim basis. Home workers are paid 10% less than those employees performing the same work in the office and still must attend work on certain occasions. Ms. Conley is not satisfied with this accommodation. Ms. Conley seeks monetary damages, and non-monetary remedies to ensure that her accommodation is provided now and into the future.

[4] The Grievance is scheduled to be heard at arbitration on January 14, 2026.

[5] Ms. Conley has also filed an application with the Human Rights Tribunal of Ontario (the “HRTO”) on June 25, 2025 (HRTO File #2025-61951-I (the “HRTO application”). Hydro One filed a response on August 6, 2025. The HRTO application asserts the same facts as those being asserted by the PWU in the grievance to substantiate discrimination on the basis of family status and the failure to accommodate.

[6] On December 18, 2025, Ms. Conley wrote to the Registrar of the HRTO, indicating, among other things, that the arbitration is proceeding on a “flawed premise” and an arbitrator’s jurisdiction is limited to the collective agreement and they cannot remedy the Human Rights issues raised in the HRTO application.

[7] Counsel for Hydro One wrote to me on January 8, 2026, seeking a ruling confirming my exclusive jurisdiction in accordance with the principles articulated by the Supreme Court of Canada in *Weber v. Ontario Hydro* [1995] 2 SCR 929 ("*Weber*").

[8] On the same day, counsel for the PWU wrote to me seeking an adjournment of the arbitration proceedings. I responded advising counsel that they could make their argument at the hearing on January 14, 2026. Counsel insisted on having a conference call to address the adjournment request prior to briefs being filed for the hearing.

[9] A conference call was held on the evening of January 9, 2026. After hearing from counsel, I advised them that the matter was to proceed as scheduled on January 14, 2026. The parties were directed to file their briefs in advance of the hearing as per the usual practice. I also advised the PWU that Ms. Conley was free to file her own narrative if she wished.

[10] This award provides my reasons for denying the adjournment.

Decision

[11] Generally, labour arbitration, as a process, has been designed to provide an accessible and final process for the quick resolution of disputes arising under a collective agreement. While the process has evolved over time, it still retains its essential character as a quick and informal dispute resolution process.

[12] Section 48 of the *Labour Relations Act, 1995*, (the "*LRA*") mandates that every collective agreement shall provide for the final settlement by arbitration, without stoppage of work, of all differences between the parties relating to the interpretation, application, administration or contravention of a collective agreement.

[13] Article 3 of the Collective Agreement between these parties provides for an expedited arbitration process, granting arbitrators broad jurisdiction to control the process and determine the real dispute between the parties. As Chief Arbitrator, I have additional powers to control the process.

[14] The granting of an adjournment by an arbitrator is discretionary and flows from an arbitrator's powers under the *Act* and the inherent powers of a decision maker to control the adjudication process. This power to control the process is also recognized under this Collective Agreement.

[15] Generally, adjournments are not granted in arbitration proceedings in the absence of consent unless there are compelling reasons for granting an adjournment. The reluctance to grant an adjournment is grounded in the essential nature of a labour arbitration, which is to quickly resolve disputes arising under a collective agreement.

[16] In this case, the request for an adjournment is based upon a desire by Ms. Conley to utilize a different process for the resolution of the dispute. Essentially, the PWU is asking on behalf of Ms. Conley that I defer to the HRTO and remain seized to address any issues that may remain.

[17] In my view, when determining whether or not there are compelling reasons to grant an adjournment, the following factors must be considered:

- a. The nature of the proceeding;
- b. The time of the request for the adjournment;
- c. The reasons for the adjournment being sought;
- d. The length of the adjournment being sought;
- e. The balance of convenience in granting or not granting the adjournment, which includes determining what, if any, prejudice either party may suffer.

[18] I note that this is not an exhaustive list, but it is one that I find includes factors that most other arbitrators weigh in making their determination on an adjournment request.

[19] This proceeding is a rights arbitration under the Collective Agreement. The grievance filed on behalf of Ms. Conley asserts violations of both the Collective Agreement, Article 2, 4, 7 and the *Code*.

[20] The adjournment request is less than a week before the hearing, which had been scheduled long ago and after efforts have been made to resolve the grievance at mediation. The HRTO application was filed after the grievance and no date for a hearing has been scheduled.

[21] The reasons for the adjournment are essentially a preference on behalf of Ms. Conley to have her matter heard by the HRTO and not by an arbitrator. Ms. Conley's assertion that an arbitrator has no jurisdiction to hear and resolve issues under the *Code* is misguided and wrong in law.

[22] Since *Weber*, it is accepted that arbitrators have exclusive jurisdiction to hear and determine matters arising under a collective agreement. It is also well accepted that arbitrators have the authority and responsibility to implement and enforce the substantive rights and obligations of human rights and other employment related statutes, see s. 48(12)(j) of the *LRA* and *Parry Sound (District) Social Services Administration Board v. OPSEU, Local 324* [2003] 2 SCR 157.

[23] I clearly have exclusive jurisdiction over the grievance and the jurisdiction to interpret and apply the *Code*. The HRTO has no jurisdiction to adjudicate a grievance, nor do they have exclusive jurisdiction to apply the *Code*. The HRTO has recognized that a rights arbitrator appointed under a collective agreement has concurrent jurisdiction to decide human rights issues, see *Strom v. Hydro One*, 2024 HRTO 1078 (CanLII) ("*Strom*").

[24] In *Strom*, the HRT0 explains that they have jurisdiction to decide whether another proceeding appropriately dealt with the substance of an HRT0 application. Therefore, if Ms. Conley is dissatisfied with the outcome of the arbitration proceedings, she still may argue before the HRT0 that the arbitration proceeding did not appropriately deal with the substance of the application, if she so wishes.

[25] The adjournment being requested is for an indefinite period of time as Ms. Conley and Hydro One await a response from the HRT0 to Ms. Conley's December 18, 2025 correspondence. I suspect that the HRT0 will defer to these arbitration proceedings as they are known to do.

[26] In my view, the balance of convenience favours proceeding. This matter has been outstanding for a significant period of time. Ms. Conley has been accommodated in a Home worker position for some time. Ms. Conley is unhappy with this accommodation, and she deserves a resolution to this ongoing dispute. Hydro One is also entitled to have a resolution to the outstanding grievance. I see no prejudice to anyone by proceeding with the hearing on the date previously agreed upon. I also do not wish to condone forum shopping.

[27] Accordingly, for all the reasons stated above, the adjournment is denied.

[28] If Ms. Conley wishes to file submissions on her own behalf, then she may do so.

[29] I remain seized.

Dated at Toronto, Ontario this 12th day of January, 2026.

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

John Stout - Chief Arbitrator