

IN THE MATTER OF AN EXPEDITED ARBITRATION

BETWEEN

HYDRO ONE INC.

(“Hydro One”)

and

POWER WORKERS’ UNION

(the “PWU”)

GRIEVANCES HO-WS-2026, HO-WS-2114, and HO-WS-2115

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

HEARINGS HELD BY VIDEOCONFERENCE ON MARCH 3, 2026

AWARD

[1] This matter involves the following three grievances filed by the PWU on behalf of Kelly Gallagher (also referred to as the “Grievor”):

- HO-WS-2026 filed July 3, 2024 alleging that Hydro One violated the Collective Agreement by imposing a one day suspension and removing Ms. Gallagher from her Supervising Distribution Technicians (“SDET”) rotation.
- HO-WS-2114 filed April 23, 2025 alleging that Hydro One violated the Collective Agreement, the Ontario *Human Rights Code* R.S.O. 1990, c. H. 19 the “Code”), and the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1 (“OHSA”) by failing to adequately investigate Ms. Gallagher’s complaint against her managers, including failing to address a claim of reprisal.
- HO-WS-2115 filed on April 23, 2025 alleging that Hydro One violated the Collective Agreement and the *Code* by denying Ms. Gallagher sick leave benefit claim and seeking repayment of amounts paid to her in advance.

[2] Hydro One denies violating the Collective Agreement, the *Code* or *OHSA*. Hydro One submits that they acted reasonably and appropriately and the discipline was for just cause. Hydro One insists that the grievances are without merit and ought to be dismissed.

[3] The parties filed extensive written material along with will say statements prior to the hearing. The hearing was held in the evening on March 3, 2026.

[4] Given the sensitive nature of the dispute it was agreed that I could resolve the grievances with a bottom line decision.

[5] Therefore, after carefully considering the parties’ submissions, I hereby exercise my jurisdiction within the expediated arbitration process to order as follows:

- 1) All matters raised in the Grievances are hereby fully and finally resolved;
- 2) Hydro One will:

- a. Remove the Letter of Suspension dated July 3, 2024 from the Grievor's file, which shall not be referred to going forward.
 - b. Rescind the alleged overpayment for sick leave paid to the Grievor. The Grievor is not entitled to sick leave payment for the unpaid period (June 26 to August 13, 2025).
- 3) The Grievor shall remain in her home role as an ADET located in Walkerton, Ontario;
- 4) On a going forward basis, I direct as follows:
 - a. The Grievor shall be assigned a mutually agreeable woman workplace mentor;
 - b. Within 15 days of this Award, Hydro One shall re-engage Jennifer Pernfuss for the purposes of addressing relationship matters raised in the Grievances and associated investigation;
 - i. The workplace restoration provider (Jennifer Pernfuss) shall be in attendance with the Grievor and Management for the first three (3) formal performance check-ins, which shall occur on a monthly basis unless agreed to otherwise. Either party may request the continued engagement of the workplace restoration provider at their sole discretion.
 - c. As soon as practicable and no later than within 120 days of this Award, Hydro One shall provide the Grievor with the opportunity to participate in communication and/or workplace relationship courses on paid company time as may be deemed appropriate by Hydro One and/or its disability services provider, Telus;
 - d. After 60 days from the date of this Award, the Grievor shall be offered "step-up" opportunities in the SDET role in accordance with the collective agreement;
 - e. The parties agree that the Grievor will receive a performance review no later than October 2026;
 - f. Effective on or about November 25, 2026, contingent upon satisfactory active performance in the ADET role and compliance with the obligations herein, the Grievor shall be assigned to a six (6) month rotation in the SDET role;
 - g. Following the six (6) month rotation in the SDET role, the Grievor will be entitled to apply and be considered for the permanent vacancy in accordance with the collective agreement if posted or required to be posted after a grievance is filed.

- 5) There shall be no failure to post or other staffing grievance premised on the events set out herein and/or reasonably related thereto.
- 6) In the event any party becomes aware of an issue that reasonably engages rights under this Order, the collective agreement or other workplace legislation, they must advance same in a timely manner to me.

[6] I remain seized should any disputes arise.

Dated at Toronto, Ontario this 10th day of March, 2026.

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

John Stout - Chief Arbitrator