

IN THE MATTER OF AN EXPEDITED ARBITRATION

BETWEEN:

ONTARIO POWER GENERATION

(“Company”)

- and -

POWER WORKERS’ UNION

(the “Union”)

GRIEVANCE OPG-NWS-2996

CHIEF ARBITRATOR: John Stout

APPEARANCES:

For OPG:

Jonathan Maier, Hicks Morley Hamilton Stewart Storie

For the PWU:

Kate Shao, Paliare Roland LLP

HEARING HELD BY CONFERENCE CALLS MAY 7 AND 12, 2026

AWARD

1. The parties appeared before me on May 7 and 12, 2026 to address the implementation of my award dated January 26, 2026. The parties agreed that I could resolve the outstanding issues with a bottom-line decision. Therefore, after carefully considering the parties' submissions, I exercise my jurisdiction within the expedited arbitration process to order as follows:

- (a) OPG to issue and send to Service Canada an ROE for the interruption in earnings on December 6, 2025 ("Dec 6, 2025 ROE") with:
 - (i) Section 12 the final pay period shall be the pay period ending December 10, 2025.
 - (ii) Section 15 to reflect earnings for the required time period in the ROE.
 - (iii) Section 16 will be coded as "D – Illness/Injury".
 - (iv) Section 18 to state: "[The Grievor's] reinstatement with full back pay renders ROEs M12018914 and M12018914 no longer accurate."
 - (v) The Dec 6, 2025 ROE, the Memorandum of Settlement dated May 1, 2025, and the payroll calculations setting out the Grievor's gross and net back pay from December 18, 2024 to April 30 2025 will be provided to the Grievor to enable her to obtain a Notice of Debt covering the period December 18, 2024 to May 1, 2025. OPG shall provide the Dec 6, 2025 ROE as soon as is practicable and no later than 30 days after the date of this Award.

- (b) OPG is to pay out all back pay, save and except an amount equal to the repayment obligation imposed by the *Employment Insurance Act*. OPG will determine the amount of the repayment obligation in accordance with the EI information provided by the Grievor on May 7, 2026, any back pay owing to the Grievor shall be paid as soon as is practicable and by no later than thirty (30) days from the date of this Award.
- (c) The Grievor is to be placed back on sick leave immediately, with the pay treatment as set out below:
 - (i) December 6, 2025-January 6, 2026: unpaid leave of absence.
 - (ii) January 7, 2026 until the Grievor is medically cleared to return to work and does return to work: 8 sick leave credits at 100% of the Grievor's base pay, and payment at 75% of her base pay for the remaining period of up to 6 months, the retroactive payment of sick leave shall be paid to the Grievor as soon as is practicable and by no later than thirty (30) days from the date of this Award.
 - (iii) The Grievor is to comply with all rules, policies and other requirements affiliated with sick leave pay including but not limited to providing reasonable evidence of her inability to work upon request.
 - (iv) If the Grievor has not returned to work before June 12, 2026, the parties will appear before me on an expedited basis to determine next steps.

- (d) OPG to schedule a return to work meeting within one (1) week of receiving Dr. Bender's responses to the questions sent by the PWU and OPG.
- (e) If any issues arise with respect to the timely implementation of the MOS or this award, the parties are to contact me for a conference call.

2. I remained seized to address any issue fairly raised by the grievance but not addressed in this award. I also reserve the right to provide more fulsome reasons if necessary or required.

Dated at Toronto, Ontario this 16th day of May, 2026.

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

John Stout - Chief Arbitrator