

**IN THE MATTER OF AN EXPEDITED ARBITRATION**

**BETWEEN:**

**HYDRO ONE INC.**

**(“Hydro One”)**

**- and -**

**POWER WORKERS’ UNION**

**(the “PWU”)**

**GRIEVANCE HO-T-4960**

**CHIEF ARBITRATOR: John Stout**

**APPEARANCES:**

**For Hydro One:**

Joseph Cohen-Lyons, Norton Rose Fulbright Canada LLP

**For the PWU:**

Kate Shao, Paliare Roland LLP

William Webb, Paliare Roland LLP

**HEARING HELD IN TORONTO ON APRIL 1, 2026**

## **AWARD**

1. Hydro One terminated the Grievor for an alleged breach of the Code of Conduct and the Safety Rules on February 11, 2026. The Union grieved the termination.
2. The conduct at issue concerns three incidents where the Grievor failed to report when a tree or brush contacted power lines on September 18, 19, and October 23, 2025. The Grievor, a Regional Maintainer – Forestry (“RMF”), UTS-2, was informed about the incidents by on-site crew members, and failed to report them to Hydro One, contrary to the Code of Conduct and the Safety Rules. The September 19 and October 23, 2025, incidents both resulted in an outage. The Grievor was not on-site for any of the three incidents. The Grievor acknowledged and apologized for his actions at his disciplinary interview.
3. The parties filed extensive written material prior to the hearing. The parties agreed that I could resolve the grievance 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 on without prejudice or precedent basis:
  - (a) The Grievor is reinstated to his RMF, UTS-2 position retroactively to the date of termination with no loss of service or seniority;
  - (b) The Grievor shall receive a 5-day time-served suspension;
  - (c) The Grievor shall have his supervisory duties temporarily removed for a 6-month period from the date of this award. Following the 6-month period the

suitability of the Grievor's performing supervisory duties shall be re-assessed;

- (d) The Union shall not grieve a failure to post and fill the RMF, UTS-2 position for this 6-month period;
- (e) Hydro One shall provide the Grievor with training, as deemed appropriate by Hydro One, within 30 days of this award;
- (f) Hydro One shall pay the Grievor retroactive wages from the date of the termination to the date of this award, less 5 days. Hydro One shall pay these amounts within 30 days of this award; and
- (g) All matters raised in the grievance are hereby fully and finally resolved.

4. I remain seized should any dispute arise.

Dated at Toronto, Ontario this day of April 1, 2026.

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

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John Stout - Chief Arbitrator