

**IN THE MATTER OF AN EXPEDITED MEDIATION/ARBITRATION
BETWEEN**

HYDRO ONE INC.

(“Hydro One”)

and

POWER WORKERS’ UNION

(the “PWU”)

MONTHLY MEDIATION/ARBITRATION

**GRIEVANCE NUMBERS: HO-WS-219, HO-WS-1877, HO-T-4910
HO-CSO-APPA-14, HO-WS-2117, HO-T-4788, HO-WS-2144, HO-T-4960,
HO-T-4964, HO-APPA-867**

CHIEF ARBITRATOR: John Stout

APPEARANCES:

For Hydro One:

Daniel McDonald, Norton Rose Fulbright Canada LLP
Joseph Cohen-Lyons, Norton Rose Fulbright Canada LLP

For the PWU:

Donald K. Eady, Paliare Roland LLP
Kate Shao, Paliare Roland LLP
William Webb, Paliare Roland LLP

HEARING HELD IN TORONTO, ONTARIO ON APRIL 1, 2026

AWARD

1. The parties appeared before me on April 1, 2026 for the monthly grievance mediation/arbitration hearing. Prior to the hearing the parties filed extensive written briefs. Several matters were heard, and this award addresses the following grievances:

HO-WS-219 and HO-WS-1877

2. These grievances involve allegations of harassment, discrimination and a claim for sick leave benefits.

3. Hydro One has advised that they will be scheduling a return-to-work meeting very soon on the basis that the Grievor was denied sick pay by Telus Health and their consulting physician sees no impediment to returning the Grievor to the workplace. The Grievor advises that his treating physician and therapist do not support a return to work.

4. I hereby direct the Grievor to attend the return-to-work meeting. In addition, Hydro One is to have persons from Health Services who have access to the medical file present for the meeting. The parties will discuss the recommendations in the Bender Report along with exploring a return to work. The matter shall be brought back before me on a date to be agreed by the parties.

HO-T-4910

5. This is a grievance challenging the Grievor's termination.

6. The grievance came before me on March 5, 2026, and the PWU sought an adjournment due to their inability to locate the Grievor. In a March 10, 2026, award I granted the adjournment, on terms, until April 1, 2026. In my March 10, 2026, award, I directed the PWU to make additional efforts to locate the Grievor by

mailing my award to the Grievor at his last known address. I also made it clear that if the Grievor did not attend at the April 1, 2026 hearing without a reasonable cause, then his grievance would be dismissed.

7. The PWU confirms that they mailed my award to the Grievor's last known address on March 13, 2026. In addition, they have made four attempts to contact the Grievor at his last known email address, as well as calling and texting his last known phone number. The PWU advises that the last known phone number appears to have been reassigned to another person.

8. The grievance and arbitration procedures are designed to be an expedited and fair process for resolving disputes. The Grievor has an obligation to make himself available so that the PWU may fairly represent his interests. It is unacceptable that the Grievor is unavailable without any reasonable excuse. The Grievor's failure to respond to the PWU has undermined their efforts to proceed with the grievance. Hydro One is also entitled to have this matter resolved expeditiously as agreed to in the collective agreement. I am satisfied that the PWU has made diligent efforts to contact the Grievor and the Grievor's non-responsiveness is intentional.

9. The dismissal of a grievance for abuse of process should only be granted in the clearest circumstances, see my January 11, 2025 (HO-T-4711) award. Such clear circumstances exist in this case, where I am satisfied that the PWU has made diligent efforts to communicate with the Grievor, including providing him with notice that his grievance would be dismissed if he did not attend at the April 1, 2026 hearing. The Grievor's conduct is an abuse of the arbitration process, which cannot be condoned. It is reasonable to conclude that the Grievor has no interest in challenging his termination.

10. In these circumstances I am dismissing the grievance.

HO-CSO-APPA-14

11. The matter was before me today as a touchpoint. The Grievor advised she is slated to be scheduled for surgery in July of 2026. While on a temporary remote work accommodation, Hydro One has brought forward performance concerns that have resulted in the extension of the Grievor's probationary period. The matter shall be adjourned until after the Grievor's surgery. The Grievor will provide Hydro One and the PWU with the confirmed date of her surgery, as well as substantive medical updates on her surgery status. Following the Grievor's surgery, the Grievor shall provide Hydro One Health Services with appropriate medical documentation to administer her absence, return to work and any potential accommodation. The Grievor is required to sign the appropriate consents required for Hydro One to facilitate her accommodation process. If the Grievor does not undergo surgery in July of 2026, the matter shall be brought before me on August 6, 2026, or as otherwise agreed to by the parties.

HO-WS-2117

12. This grievance concerns an allegation that Hydro One violated the Collective Agreement and the Ontario *Human Rights Code* by denying the Grievor sick leave.

13. The matter was scheduled for arbitration and was resolved at the hearing and Minutes of Settlement ("MOS") were signed.

HO-T-4788

14. This grievance concerns a claim for accommodation by the Grievor who suffered a workplace injury resulting in permanent functional limitations.

15. The matter was scheduled for arbitration but is being adjourned till May 13, 2026. In the meantime, the PWU shall provide Hydro One with any additional

Homeworker or supervisory arrangements it intends to rely upon by April 22, 2026. Revised briefs will be exchanged and filed as per the usual process.

HO-WS-2144

16. This grievance concerns an allegation that Hydro One violated the Collective Agreement by filing to select the Grievor for the posted position of Planning Scheduling Technician ("PST") in Sault Ste. Marie.

17. This matter was scheduled for mediation. The parties were unable to resolve the grievance. The matter will be scheduled as per the usual process.

HO-T-4960

18. The Grievor in this matter was terminated on February 11, 2026, for failure to report safety incidents.

19. I have issued a separate award to resolve this grievance.

HO-T-4964

20. This grievance alleges that Hydro One breached the Collective Agreement and the *Code* by terminating the Grievor's employment. I have issued a separate award to address this grievance.

21. This matter was resolved at mediation, and an MOS was signed.

HO-APPA-867

22. In this grievance the PWU alleges that Hydro One failed to conduct a timely and appropriate investigation into allegations of discrimination, harassment and a poisoned work environment.

23. This matter was scheduled for mediation. Hydro One has made an offer to resolve the grievance. The Grievor requested and was granted time to consider the offer. Therefore, the matter is adjourned to a date to be scheduled as per the usual process.

24. I remain seized.

Dated at Toronto, Ontario this 2nd day of April 2026

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

John Stout - Chief Arbitrator