

IN THE MATTER OF AN ARBITRATION
BETWEEN

BRUCE POWER LP

(“Bruce Power”)

and

POWER WORKERS’ UNION

(the “PWU”)

APRIL 2026 MONTHLY REVIEW

CHIEF ARBITRATOR: John Stout

APPEARANCES:

For Bruce Power:

Sasha Segal, Assistant General Counsel
Stephanie Arseneault, Counsel

For the PWU:

Jodi Martin - Paliare Roland LLP
Shyama Talukdar- Paliare Roland LLP
Jessica Latimer- PWU General Counsel

HEARING HELD BY VIDEOCONFERENCE ON APRIL 29, 2026

AWARD

[1] On April 29, 2026, the parties appeared before me via Zoom videoconference for the monthly grievance arbitration review and hearing.

[2] The Monthly Review list is attached as Appendix "A" and all, but five matters were either resolved, adjourned or heard on a separate day and awaiting a decision (**BP-NT-548**). The Monthly Review list shall be amended as follows:

BP-NWS-919

[3] This is a grievance relating to an accommodation of a grievor suffering from chronic fatigue and related symptoms including experiencing episodes of vertigo. The PWU asserts that Bruce Power violated the Collective Agreement and the *Canadian Human Rights Act* ("CHRA") when they placed the Grievor on long-term disability ("LTD") benefits. The PWU argues that the Grievor ought to have been accommodated with a remote work arrangement.

[4] Bruce Power denies violating the Collective Agreement or the CHRA. Bruce Power argues that they accommodated the Grievor and that unfortunately the Grievor has been unable to return to work. Bruce Power submits that placing the Grievor on LTD benefits and seeking an independent medical examination ("IME") was reasonable and appropriate.

[5] The grievance is adjourned to the next monthly review for an update while the parties implement a return to work plan. In this regard, the Grievor will be permitted to return to work remotely beginning Thursday May 7, 2026 working on a graduated return to work plan (Bruce Power Brief, Tab B). Bruce Power will communicate with Canada Life to have a rehabilitation consultant appointed to work on a more formal return to work plan. The goal is to make sure the Grievor is provided meaningful work and able to perform her essential duties. The ultimate goal is for her to be able to work on site. The claim from damages will be dealt with at a later date.

BP-NO-340

[6] This grievance concerns a grievance filed by the PWU on behalf of a Grievor alleging that Bruce Power violated the Collective Agreement and the CHRA, by denying sick leave benefits at 75%. The PWU relies on a March 10, 2006 award of Chief Arbitrator Teplitsky in Grievances BP-P-040, BP-NWS-244, BP-NT-116 and BP-NT-122 (the "P-040 Award").

[7] Bruce Power takes the position that they did not violate the Collective Agreement or the *CHRA*. Bruce Power asserts that they are administering the Sick Leave Plan in a manner consistent with the language of the Collective Agreement and the P-040 Award.

[8] In the P-040 Award Chief Arbitrator Teplitsky found that in terms of an employee's entitlement to 75% payments under the Sick Leave Plan as follows:

"LTD applies whenever the employee qualifies. It is not limited to any number of occurrences within a career. There is nothing in the language which limits the 75% payments to 6 months for their entire career. In my opinion, the sense of the post 2001 scheme is that an employee exhausts sick leave credits (100% of salary) moves to 75% and then to LTD (65%) if qualified. It is a continuum. There is no express restriction that once 6 months has been used it is forever exhausted. I doubt that either such scheme would be attractive to a Union or that a Union would surrender the pre-2001 plan for a new plan with this limitation.

What the Union gave up was the right to renew sick leave credits post 2001. Once these are used they are gone. These credits pay out at 100% of salary and are the most expensive for the employer.

In return, the Union got the 75% for 6 months on each separate occasion, if necessary, which at the outset of one's career is better than the 15 days a year at 75% for pre-2001 employees which also accumulate...."

[9] Bruce Power maintains that the P-040 Award only dealt with serious medical events and not entitlement for short-term or sporadic absences. The PWU

maintains there is no such distinction between serious medical events, and short-term or sporadic absences is found in the Sick Leave Plan.

[10] I advised the parties that I suspected that the Grievor's circumstances are somewhat unique and do not often arise. I directed the parties to try and resolve the two grievances on a without prejudice basis. If the matters are not resolved then they may be scheduled for arbitration.

BP-NO-341

[11] This grievance relates to a request to use banked time off ("BTO") during an outage. The PWU asserts that Bruce Power violated the Collective Agreement and PWU-JI-008 "Joint Intent Document" by acting in an arbitrary manner and unreasonably denied the Grievor's request to use BTO and instead requiring the Grievor to use his reduced hours of work ("RWE") to celebrate Chinese New Year.

[12] Bruce Power denies violating the Collective Agreement or the PWU-JI-008 and they properly exercised managements right to deny the BTO request during a planned outage based on their Managing Vacation/Absence and Supernumerary Interchanges Job Aid (the "Job Aid") and the annual Planned Absence restrictions memoranda issued pursuant to the Job Aid (the "Memoranda").

[13] I raised a number of concerns regarding the facts and suggested to the parties that they would be well advised to resolve the grievance on a without prejudice basis.

BP-NO-342

[14] This grievance relates to the pay treatment for a Supervising Nuclear Operator ("SNO") who was involved in the Fuel Handling Control Room Operator ("FHCRO") in Training ("FHCROIT") Program. Mid-Term PWU-MT-0016 (the "Mid-Term") addresses the compensation for such employees. The PWU asserts that

the Grievor ought to have received the 2% economic increase along with the 0.9% COLA differential.

[15] Bruce Power denies violating the Collective Agreement or the Mid-Term, asserting that the language in the Mid-Term is clear that the Grievor's rate will be frozen until normal progression supersedes the FHCRO rate or until they become qualified.

[16] I raised a number of concerns regarding the language and suggested to the parties that they would be well advised to resolve the grievance on a without prejudice basis.

BP-NT-549

[17] This grievance raises an issue similar to the **BP-NO-340**, noted earlier in this award. The same comments apply with respect to remitting back to the parties to try and settle and remaining seized.

Dated at Toronto, Ontario this 5th 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

Grievance Review and Arbitration Hearing – April 29, 2026
Virtual Platform - Zoom
Start Time: 9:00 am

Arbitrations								
<u>Tab No.</u>	<u>Grievance No.</u>	<u>Topic</u>	<u>VP/Head Of</u>	<u>Line</u>	<u>LR/HR Rep</u>	<u>Company Counsel</u>	<u>Date Filed</u>	<u>Steward</u>
1	Adjourned BP-NO-331	Failure to Pay	J. Marshall	J. Small/ N. Boucher	A. Wencel/ A. Martin	S. Arseneault	7-Oct-2025	A. Raza
2	Settled BP-NWS-921	Accommodation	T. Beck	M. Handrahan/ J. Bell/ E. Hancock	A. Wencel/ E. Gordon	S. Arseneault	19-Dec-2025	T. Campbell
3	Adjourned sine die BP-NO-339	Termination	T. Beck	J. Maxwell	C. Dunn/ E. Gordon	D. Defrancesco/ E. Schafer	31-Dec-2025	D. Campbell
4	Arbitration April 16, 2026 BP-NT-548	Termination	J. Edey	T. Allen	A. Wencel/ S. Stewart	D. Leone	17-Feb-2026	S. Piper
Grievance Review								
1	Adjourned sine die BP-NO-326	OTHER	J. Ross	P. Pilon/ J. Steven	C. Dunn/ E. Gordon	D. Defrancesco/ E. Schafer	2-Sep-2025	D. Campbell
2	Adjourned to June GR BP-NO-327	Discipline	J. Ross	C. Walsh	A. Wencel/ E. Gordon	S. Arseneault	8-Sep-2025	D. Campbell
3	Adjourned pending settlement BP-NO-328	Failure to Select	A. London	P. Pilon/ T. Searle/ D. Miller	A. Wencel/ E. Gordon	S. Arseneault/ S. Segal	18-Sep-2025	J. Croft
4	Adjourned Sine Die BP-NO-329	Accommodation	T. Beck	J. Maxwell/ E. Hancock/ T. Hayes/ J. Adams/ R. Harrison	C. Dunn/ E. Gordon/	S. Arseneault	2-Oct-2025	D. Campbell
5	Adjourned sine die BP-NO-333	Posting Issues	J. Marshall	R. Sundaram	A. Wencel/ A. Martin	S. Arseneault	14-Oct-2025	A. Raza
6	Settled BP-NO-335	Failure to Pay	J. Marshall	J. Small/ L. MacDonald	A. Wencel/ A. Martin	S. Arseneault/ S. Segal	05-Nov-2025	A. Raza
7	Adjourned sine die BP-P-098	Severe Weather/ Remote Work	J. Edey	J. Steven	C. Dunn/ S. Stewart	H. Dinsdale	19-Nov-2025	C. Reid

8	BP-NWS-919	Accommodation	D. Playfair	A. Planz/ J. Hunter/ E. Paterson	A. Wencel/ D. Manley	S. Arseneault	19-Nov-2025	T. Campbell
9	Adjourned Sine Die BP-NO-336	Discipline	T. Beck	J. Maxwell	C. Dunn/ E. Gordon	D. Defrancesco/ E. Schafer	21-Nov-2025	D. Campbell
10	Adjourned to June GR BP-NO-337	Failure to Pay	J. Marshall	J. Small/ L. MacDonald	A. Wencel/ A. Martin	S. Arseneault	04-Dec-2025	A. Raza
11	Adjourned to June GR BP-NT-545	Benefits Entitlement	J. Edey	M. Warnell	C. Dunn/ S. Stewart	S. Arseneault	16-Dec-2025	S. Piper
12	Withdrawn BP-NO-338	Failure to Pay	J. Marshall	J. Small	N. Boucher/ A. Martin	S. Arseneault	18-Dec-2025	A. Raza
13	Adjourned to June GR BP-NT-547	Benefits	J. Edey	M. Warnell/ C. Hammond	C. Dunn/ S. Stewart	S. Arseneault	05-Jan-2026	S. Piper
14	Withdrawn BP-PSA-125	PSA	T. Rothmaier	L. Ziegler/ G. Fletcher	A. Wencel/ A. Martin	S. Arseneault	12-Jan-2026	D. Geddes
15	BP-NO-340	Sick leave	J. Marshall	E. Paterson/ E. Hancock	C. Dunn/ A. Martin	S. Arseneault	18-Feb-2026	A. Raza
16	BP-NO-341	Time Off	J. Marshall	J. Small/ M. Afrooz Panah	A. Wencel/ A. Martin	S. Arseneault	19-Feb-2026	A. Raza
17	BP-NO-342	Failure to Pay	J. Marshall	J. Small/ L. MacDonald/ L. Linton	A. Wencel/ A. Martin	S. Arseneault	19-Feb-2026	A. Raza
18	Settled BP-NWS-922	Failure to Select	J. Edey	C. Hammond	C. Dunn/ S. Stewart	S. Arseneault	26-Feb-2026	S. Piper
19	Adjourned sine die BP-NWS-923	Other	K. Smith	N. Boucher	A. Wencel/ T. Downs	S. Arseneault	27-Feb-2026	B. Hartel
20	Adjourned to June GR BP-NO-344	Accommodation	J. Marshall	E. Paterson/ C. Bourassa/ D. Gavey	C. Dunn/ A. Martin	S. Arseneault	07-Mar-2026	A. Raza
21	Adjourned to June GR BP-NO-343	Failure to Select	J. Marshall	J. Small/ T. Searle/ D. Miller	A. Wencel/ A. Martin	S. Arseneault	16-Mar-2026	A. Raza
22	BP-NT-549	Sick Leave	A. London	E. Paterson/ E. Hancock	C. Dunn/ D. Manley	S. Arseneault	27-Mar-2026	D. Millson

Discussion								