

IN THE MATTER OF AN EXPEDITED ARBITRATION

BETWEEN:

HYDRO ONE INC.

(“Hydro One”)

- and -

POWER WORKERS’ UNION

(the “PWU”)

GRIEVANCE HO-WS-2141

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

William Webb - Paliare Roland LLP

HEARING HELD BY VIDEOCONFERENCE ON MAY 6, 2026

AWARD

[1] There is no dispute that the Grievor in this case experienced harassment and discrimination in the workplace. The Grievor filed a complaint against a co-worker in September 2024. In the complaint, the Grievor alleged that the co-worker made inappropriate comments in 2020-2021 and again in 2024. In June 2025 an independent investigator substantiated the Grievor's complaint, finding that the Grievor was subjected to harassment and discrimination in the workplace.

[2] In this grievance, the PWU asserts that Hydro One failed to provide a safe and harassment free workplace contrary to the Collective Agreement, the *Occupational Health & Safety Act* ("OHSA") and the Ontario *Human Rights Code* (the "Code"). The PWU seeks general damages on behalf of the Grievor, including compensation to reflect the difference in pay between a Material Resource Forecaster ("MRF") MP2 Society represented position and the Grievor's lower paying Engineering Support Assistant ("ESA") PWU represented position.

[3] Hydro One accepts that the Grievor experienced harassment and discrimination. However, Hydro One argues that the damages being sought are remote and disproportionate to the injury suffered. Hydro One asserts that the Grievor willingly accepted her current lower paying position. Hydro One submits that they responded to the Grievor's complaint in a timely manner, appointing an investigator and providing the Grievor with reasonable accommodations.

[4] After carefully considering the parties' submissions, and for reasons elaborated upon later in this award, I find that Hydro One is liable for damages in the amount of \$7,500 payable to the Grievor.

Background

[5] The Grievor has worked in several positions with Hydro One since commencing her employment in 2014. The Grievor is currently employed by Hydro One as an ESA.

[6] Between 2014 and 2019, the Grievor worked in several positions at the Barrie Area Service Centre (“BASC”). During this period of time she experienced harassment and discrimination. The Grievor did not report these experiences as she as a relatively new employee and feared she would suffer repercussions.

[7] From 2019 until 2021, the Grievor worked as a stockkeeper at the Barrie Warehouse. During this period of time, the Grievor experienced additional harassment and discrimination, primarily from a co-worker.

[8] In June 2021, the Grievor left the Barrie Warehouse and pursued other opportunities with Hydro One in Markham and Orangeville.

[9] In November 2023, the Grievor accepted an ESA position at the Barrie Warehouse. In July 2024, the Grievor accepted a promotion to a MRF Society represented MP2 position. During this period of time, the Grievor was once again subject to harassment and discrimination from the same co-worker.

[10] The Grievor filed a formal complaint against the co-worker in September 2024. Hydro One retained a private law firm to investigate the complaint.

[11] The Investigator issued a report in June 2025 where it was found that the following allegations against the co-worker were substantiated and constituted harassment, sexual harassment, discrimination and a violation of Hydro One policies:

2020-2021

The co-worker said the following to the Grievor:

- “Girl you look good today”
- “Are those your Silver jeans”;
- Your ass looks nice in those pants today”
- Asking the [Grievor] was she wearing her “Lulus” lately over text;
- Asking the [Grievor] when she was going to “give [him] a shot”; and

- Asking if the [Grievor] was going to get “the big D”.

The co-worker made the following comments about other women in the workplace:

- Comments that they looked nice in their Lululemon wear; and
- Comments that he would date or “be with” them.

The following allegation not substantiated is that the co-worker drew a penis on [the Grievor’s] desk.

July 2024

The co-worker asked [the Grievor] if she is single now”;
The co-worker asked if [the Grievor] would have “sex with him now”; and
The coworker told [the Grievor] “well make sure you stay on your penicillin”.

[12] Hydro One terminated the co-worker and he is no longer employed at Hydro One.

[13] In October 2024, the Grievor requested and Hydro One granted her temporary accommodation in an ESA role. Hydro One understands that the accommodation was required due to childcare responsibilities. The temporary accommodation was extended until the end of 2024.

[14] In December 2024, the Grievor applied for and accepted an ESA position on a permanent basis.

[15] In August 2025, the PWU filed this grievance. Around the same time, the Grievor requested a temporary work from home arrangement. Hydro One denied this request for accommodation on the basis that the medical evidence did not support a work from home arrangement.

[16] On September 5, 2025, the Grievor requested a work from home arrangement or a change of work location to a secure building with video

surveillance due to safety concerns relating to a non-Hydro One person who was recently arrested on criminal charges involving her. On September 9, 2025, Hydro One re-located the Grievor to a secure work location.

Decision

[17] The evidence clearly establishes that the Grievor experienced sexual harassment and discrimination in the workplace at the hands of her co-worker. The Grievor has made other allegations, but those were never the subject matter of any complaint.

[18] The only issue before me is the amount of damages that Hydro One ought to be required to pay to the Grievor for her being subjected to such a poisoned work environment.

[19] Sexual harassment is a serious industrial offence, which justifies a serious disciplinary response from employers. However, there is a wide variety of misconduct that can fall within the definition of sexual harassment. Such misconduct falls within a continuum that can include inappropriate comments or persistent inappropriate proposals or gestures or other more aggressive behaviour such as seeking sexual favours or sexual assault. Therefore, when determining the appropriate penalty one must engage in a contextual approach having regard to the nature of the misconduct and the surrounding circumstances, see *Hydro One and PWU*, HO-T-4683 and 4896 award dated March 16, 2026.

[20] The approach to providing damages to victims of sexual harassment in the workplace, must also be undertaken in context and having regard to the nature of the harassing and discriminatory conduct and the surrounding circumstances, as well as how the misconduct has affected the victim.

[21] Generally, *Code* damages are meant to compensate, not punish. Damages under the *Code* ought not be so little as to provide a license fee for

discrimination, but they also must not be unduly high as to be akin to winning the lottery. Cases with equivalent facts should lead to an equivalent range of compensation. This involves objectively assessing the facts and taking into consideration the subjective effect upon the Grievor. The analysis should also take into consideration the conduct of the complainant, *Dominion Forming Inc. and Universal Workers Union (LIUNA 183)* [2013] OLRB Rep. 839.

[22] Also of assistance is the decision of *Strudwick v. Applied Consumer & Clinical Evaluations Inc.* 2016 ONCA 520 where the Ontario Court of Appeal also summarizes the applicable principles and enumerates the following considerations, which I have taken into account in making my decision:

- The immediate impact of the discrimination and/or harassment on the complainant's emotional and/or physical health;
- The ongoing impact of the discrimination and/or harassment on the complainant's emotional and/or physical health;
- The complainant's vulnerability;
- Objections to the offensive conduct;
- The respondent's knowledge that the conduct was not only unwelcome but viewed as harassment or discrimination;
- The degree of anxiety the conduct caused; and
- The frequency and intensity of the conduct.

[23] I have also noted that cases in a non-unionized environment must be examined with care because those employees working in a non-unionized work environment do not have the right to file grievances and be reinstated under a collective agreement. In most cases the victim has been terminated and the relationship with their employer has come to an end. In this case, the Grievor enjoys the protections of a Collective Agreement that provides not only the benefit of PWU representation, but also the fruits of many years of collective bargaining including a generous pension plan and benefits. The Grievor's vulnerability must be viewed through the lens of an employee who has the support of a strong trade union and rights enforceable under the Collective Agreement.

[24] The case law reflects the fact that while all forms of discrimination are serious, the range of compensation awarded by the Human Rights Tribunal of Ontario (HRTO) for sexual harassment and a related poisoned work environment is in a range between \$7,000 and \$200,000. The amount of compensation depends on the number and types of harassing comments and whether the complainant experienced sexual assault or sexual touching of any kind, see *McWilliam v. Toronto Police Services Board*, 2020 HRTO 574 and *Campe v. Borland Canada Inc.*, 2010 HRTO 1257.

[25] The objective facts in this matter supports an award of damages at the lower end of damage awards. The sexual harassment in this case did not include sexual assault or loss of permanent employment. I acknowledge that the harassment and bullying was experienced over an extended period of time and was persistent. However, the sexual harassment was of a verbal nature, and the co-worker was not a supervisor or someone who exercised managerial authority over the Grievor.

[26] While the Grievor may not be satisfied with all that Hydro One has done, objectively I find that Hydro One has acted in good faith and made the following efforts to address the issue:

- Hired an investigator to investigate the complaint.
- Terminated the co-worker
- Accommodated the Grievor in alternative roles and locations.

[27] It is noteworthy that the additional allegations relied upon by the PWU were never the subject of a formal complaint by the Grievor and Hydro One's labour relations group was unaware of these incidents prior to the Grievor's disclosure.

[28] The Grievor fears being blacklisted, but there is no evidence of any such conduct. If the Grievor is not treated fairly she has the right to file a complaint/grievance and has the representation of the PWU.

[29] The subjective effect on the Grievor is not as severe as the cases at the higher end of the range. The Grievor has suffered some emotional distress and she has sought therapy. However, the medical evidence before me is limited to a family physicians note dated April 19, 2026 and a therapist note dated April 9, 2026. The family doctor's note indicates that the Grievor took vacation, lieu and sick time from August 12 to October 14, 2024. The doctor notes a development of post-traumatic stress symptoms and supports an accommodation to work from home or a hybrid model. The therapist outlines the reported symptoms and the therapy being provided. If the effect on the Grievor was severe, then I would expect a more detailed medical report from a psychiatrist.

[30] Therefore, after having carefully considering the parties' submissions, I find that an award of \$7,500 in general damages is appropriate.

[31] I find the request for additional damages for the Grievor voluntarily taking the ESA position to be remote. Hydro One cannot be held liable for the choices that the Grievor has made of her own volition. If the Grievor needed additional accommodation, then she could have requested it instead of posting to a lower rated job. Furthermore, I am concerned that the Grievor may have been motivated by other personal reasons for seeking the change in position as she outlined in an August 23, 2024 email. In the email, the Grievor communicates to her supervisor personal issues relating to caring for her grandmother and children as a motivating factor for giving up her MP2 role. I do not believe that the Grievor has tried to mislead me in any way, but I do not believe she is being entirely frank about her own motivation in giving up the MP2 role. Moreover, she certainly did not make Hydro One aware of any reason related to the harassment she experienced. Therefore, I find that no additional damages are to be awarded.

[32] Accordingly, for all the reasons stated above, I order Hydro One to pay the Grievor the sum of \$7,500 as damages under the Code. Payment to be made within 60 days.

[33] I remain seized to address any issue fairly raised but not addressed in this award, including implementation of my order.

Dated at Toronto, Ontario this 19th 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