

**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-T-4925, HO-T-4927, HO-T-4899,
HO-CSO-WS-86, HO-WS-2143, HO-T-4943, HO-WS-2027,
HO-T-4952, HO-P-167**

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 MARCH 13, 2026

AWARD

1. The parties appeared before me on March 13, 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-T-4925

2. This termination grievance was on the agenda for mediation on March 5, 2026. The matter was not resolved, but the PWU was taking an offer back to the Grievor from Hydro One.

3. The matter was resolved at the March 13, 2026 hearing and Minutes of Settlement ("MOS") were signed.

HO-T-4927

4. This is a grievance challenging the Grievor's termination on October 30, 2025, for a positive result on a substance screening test. The positive test result was in violation of a May 12, 2025 agreement

5. This matter was resolved and an MOS was signed. I confirm that Hydro One has agreed to waive any re-payment obligations that were provided for under prior agreements.

HO-T-4899

6. This grievance challenges the Grievor's termination after a workplace investigation that found the Grievor sexually harassed another employee.

7. This matter was resolved and an MOS was signed.

HO- CSO-WS-86

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

9. At mediation it was agreed on a without prejudice basis that Telus Health would review the medical information and adjudicate the sick leave claim for benefits, both past and ongoing, and whether the Grievor can return to work. Hydro One will make ex gratia sick leave benefit payments to the Grievor on a go forward basis. The matter is scheduled for a return date of April 22, 2026.

HO-WS-2143 and HO-WS-2177

10. These grievances concern the denial of sick leave and termination of the Grievor on February 20, 2026, for failure to comply with the sick leave management process and failure to return to work.

11. This matter was not resolved at mediation and therefore it is to be scheduled for arbitration. I wish to point out to the parties that this case deals with claim of a mental health disability, which Hydro One says was not supported by objective medical evidence. When we have a conflict in medical evidence, we normally proceed to an Independent Medical Examination (IME). That did not happen in this case. I would strongly suggest that the parties consider an IME before they proceed to arbitration.

HO-T-4943

12. Hydro One terminated the Grievor for alleged breach of the Hydro One Code of Conduct, Hydro One's Workplace Violence, Human Rights and Anti-

Harassment Policy, and the Occupational Health and Safety Act on November 27, 2025. The Union grieved the termination.

13. The conduct at issue concerns an incident between the Grievor and his FLM on November 12, 2025. On that day, the Grievor had a verbal altercation about his compliance with Hydro One's call-in procedures. The Grievor had previously received one disciplinary letter and two non-disciplinary letters of expectations related to his adherence to attendance protocols.

14. After termination, the Grievor has taken active steps to prevent similar escalations from repeating. He enrolled in counselling with a focus on anger management and has been seeing his doctor regularly to help manage his temperament.

15. The parties filed extensive written material prior to the hearing. The parties agreed that I could resolve the grievances with a bottom-line decision. Therefore, after carefully considering the parties' submissions, I hereby exercise my jurisdiction within the expediated arbitration process to order as follows:

- (a) All matters raised in the grievance are hereby fully and finally resolved;
- (b) The Grievor is reinstated to a Regional Maintainer – Forestry position based in Orangeville effective March 23, 2026.
- (c) The Grievor is ineligible to apply to positions in Strathroy, Clinton, Walkerton, or the South Travel Crew for a period of 1-year from the date of this order.
- (d) The Grievor shall have no loss to service or seniority;
- (e) The Grievor shall not receive any backpay from the date of termination to the date of this order; and
- (f) The period between November 27, 2025 to March 22, 2026 will remain on file as a disciplinary suspension.

- (g) The Grievor shall continue with anger management in accordance with medical recommendations made by his doctor. The Grievor shall provide Hydro One with proof of attendance upon request.

16. I remain seized should any dispute arise

HO-WS-2027

17. This grievance alleges that Hydro One breached the Collective Agreement and the *Code* by failing to accommodate the Grievor with a work from home arrangement. I have issued a separate award to address this grievance.

HO-T-4952

18. The Grievor in this matter was terminated on January 7, 2026, for testing positive for drugs after a for cause drug test.

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

HO-P-167

20. This was scheduled as a touch point discussion relating to fleet cameras. The issue arises from the Fleet Camera Safety Pilot Program. In my January 18, 2024 award, I encouraged the parties to sit down and discuss the results of the pilot program and how best to proceed. Hydro One has indicated a desire to roll out the program fleet wide. The PWU has raised several concerns, with a particular concern about driver facing cameras.

21. It is apparent that the presence of a driver facing camera is an area where the parties will not be able to resolve their differences. April 17, 2026, is a date identified that counsel is available to mediate the driver facing camera issue.

22. It has been agreed that May 8, 2026 shall be the arbitration date, if the matter is not resolved at mediation. Briefs for the arbitration will be addressed at the mediation.

23. The PWU is to provide any request for production by March 20, 2026. Hydro One to provide response by March 27, 2026. If there is a dispute, a conference call is to be arranged with me. PWU brief to be filed by April 7 and Hydro One brief by April 12, 2026.

STANDING ORDER RE: WRITTEN MATERIAL/BRIEFS

24. Counsel is hereby directed to follow the Collective Agreement timelines with respect to filing briefs and other material. Initial brief ten (10) days before the hearing and responding brief five (5) days before the hearing.

25. In addition to the timelines in the Collective Agreement, all written material, be it briefs, letters or other forms of submissions, addressed to the Chief Arbitrator are to conform to the rules for filing factums in the Court of Appeal, which include no less than 12-point font, double spaced. All briefs must have identified tabs (electronic bookmarks with names) or hyperlinks to publicly available authorities or documents. In addition, the brief should be separate from the documents or authorities and in a searchable format, either Word or PDF.

26. Briefs for mediations should be limited to 5-10 pages (excluding attachments), no caselaw is necessary. Arbitration briefs should be no longer than 20 pages (excluding attachments). Caselaw to be kept to a minimum.

27. If Counsel are to rely upon a brief filed at an earlier date, then they are to identify the date in a communication to the Chief Arbitrator. If counsel is making supplemental submissions, then a compendium must be filed combining the original and new submissions.

28. I remain seized.

Dated at Toronto, Ontario this 20th day of March 2026

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

John Stout - Chief Arbitrator