

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

HYDRO ONE INC.

(“Hydro One”)

and

POWER WORKERS’ UNION

(the “PWU”)

MONTHLY MEDIATION/ARBITRATION

GRIEVANCE NUMBERS:

**HO-WS-2018, HO-WS-2019, HO-T-4732, HO-T-4587,
HO-T-4572, HO-T-4714, HO-T-4729, HO-T-4656, HO-T-4657, HO-T-4660**

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

HEARING HELD IN TORONTO, ONTARIO ON OCTOBER 03 and 08, 2024

AWARD

1. The parties appeared before me on October 4 and 8, 2024, for the monthly grievance mediation/arbitration hearings. Prior to the hearings the parties filed extensive written briefs. This award addresses the following grievances that were referred to me:

HO-WS-2019

2. This grievance concerns a claim by the PWU that Hydro One violated the Collective Agreement and the Ontario *Human Rights Code* (the “Code”) by denying the grievor sick leave. The grievor has been absent from work since March 13, 2023. The grievor was approved for sick leave benefits from March 13, 2023, until September 3, 2023.

3. In my September 5, 2024, award, I indicated that on a without prejudice basis, the parties are to jointly engage and equally pay for a physician to perform an independent medical examination (“IME”) and provide the parties with a report. The IME has now been scheduled for October 23, 2024.

4. I also noted in my September 5, 2024, award, that without prejudice to the PWU’s claim for sick pay, the grievor shall draw upon his vacation entitlements until the date of this hearing.

5. At the hearing, I was advised that the grievor shall run out of vacation credits on November 8, 2024. Therefore, to ensure that grievor has some income while the IME process runs its’ course, Hydro One shall permit the grievor to draw upon his 2025 sick leave/vacation entitlements. This is also without prejudice to the PWU’s claim for sick pay.

HO-T-4732 and HO-T-4587

6. This grievance concerns an allegation that Hydro One violated the Collective Agreement, by terminating the grievor for failing to complete a Personal Risk Assessment (“PRA”).

7. The PWU provided the grievor’s criminal record check in advance of the hearing. At the hearing, Hydro One facilitated the resolution of doubt interview on an expedited basis. A report will be forwarded to the Chief Security Officer (CSO).

8. It was agreed that I could make a without prejudice order to resolve the grievances. Therefore, I make the following order:

- The grievor is to be placed back on payroll effective Monday October 7, 2024. The grievor will return to the workplace once the CSO has provided clearance. If the CSO does not provide clearance, then the matter is to be brought back before me. The time from termination until reinstatement shall be deemed a time served suspension without loss of seniority, service or pension. The one-day suspension dated November 7, 2023, is deemed served as well and HO-T-4587 is resolved.
- Hydro One is to provide the grievor with 10 paid vacation credits to be used before December 31, 2024. The credits cannot be carried over or paid out if not used by the grievor.

HO-T-4572

9. This grievance concerns an allegation that Hydro One breached the Collective Agreement by failing to post a UTS-3 Lines position.

10. The matter is adjourned to February 18, 2025.

HO-T-4714

11. This grievance concerns Hydro One’s intention to retrogress the grievor without wage maintenance. The PWU alleges that Hydro One’s proposal would violate Part A, Items 4.3(3) and (4).

12. The parties were able to reach an interim agreement, and the matter was adjourned to June 2, 2025.

HO-WS-2018

13. This grievance concerns a denial of sick leave benefits.

14. At the hearing, I was advised that an IME was being scheduled by Telus Health. Therefore, the matter is adjourned to the November 4, 2023, hearing.

HO-T-4729

15. This grievance concerns an allegation that Hydro One terminated the grievor without just cause.

16. The resolved the grievance by entering into Minutes of Settlement.

HO-T-4656, HO-T-4657, HO-T-4660

17. This matter concerns an allegation that Hydro One failed to fairly and objectively consider the grievors for posted Truck Driver Class 1 positions contrary to Articles 10.1.1 and 10.5.2 of the Collective Agreement.

18. This matter was adjourned to provide the incumbents with notice. The matter shall be rescheduled to a mutually agreeable date or failing agreement, I shall schedule the matter.

19. I remain seized.

Dated at Toronto, Ontario this 10th day of October 2024

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

John Stout - Chief Arbitrator