

IN THE MATTER OF AN AD HOC ARBITRATION

BETWEEN

TEAMSTERS CANADA RAIL CONFERENCE (TCRC)

(the Union)

And

CANADIAN PACIFIC RAILWAY COMPANY (CP)

(the Company)

AH: 775

DISPUTE:

The dismissal of Conductor Colin Commodore of Red Deer, AB.

JOINT STATEMENT OF ISSUE:

Following a formal investigation, Mr. Commodore was dismissed “for: Falsifying and fabricating monetary claims and payments to which you have no entitlement to have claimed on multiple occasions between January 1st – April 8th, 2020. This is in violation of the CMA Honour System.”

UNION POSITION

The Union submits that the investigation was not conducted in a fair and impartial manner per the requirements of the Collective Agreement. The Union asserts the scope of the matter to be excessively broad and the notice of investigation to be exceedingly vague. The Union further asserts the investigation was not performed in a timely manner. As a result, the Union contends that the discipline is null and void and ought to be removed in its entirety and Mr. Commodore be made whole.

The Union contends the Company has failed to meet the burden of proof required to sustain formal discipline related to the allegations outlined within the discipline assessment. In the alternative, the Union contends that Mr. Commodore’s dismissal is unjustified, unwarranted, discriminatory, excessive in all of the circumstances, including significant mitigating factors evident in this matter. Further, Mr. Commodore’s dismissal is a violation of various sections of the Canada Labour Code.

The Union requests that Mr. Commodore be reinstated without loss of seniority and benefits, that the discipline be removed in its entirety, and that Mr. Commodore be made whole for all lost earnings with interest. In the alternative, the Union requests that the penalty be mitigated as the Arbitrator sees fit.

COMPANY POSITION

The Company does not agree with position of the Union.

The Company maintains the Grievor’s culpability was established following the fair and impartial investigation into this matter and as a result the Grievor was appropriately dismissed. The

Company duly considered all aggravating and mitigating factors when assessing the quantum of discipline.

The Union suggests the Company to be in violation of Article 39 and that numerous questions throughout the statement were unfair and impartial, yet fail to offer any specifics to why. The Union has failed in their obligation to substantiate these allegations.

The Union further suggests the Company has violated the CLC specifically Part II Section 125(1) (z.01), Section 136-8(a) and Section 136-9. The Company cannot agree and is left to defend itself against sweeping vague allegations and as such can only respond to which it believes the Union is referring to.

The Grievor's time slips were properly audited by the Company. During the investigation the Grievor confirmed his understanding of the CMA Honour System Manual and the associated means of booking himself off on the appropriate status whether that be for Union or Company business. The Grievor also confirmed that on numerous occasions he was booked off on Union business and submitted claims that were associated to work performed for Health and Safety resulting in inappropriate payments.


Accordingly, the Company cannot see a reason to disturb the discipline assessed and requests the Arbitrator be drawn to the same conclusion

FOR THE UNION:



Dave Fulton
General Chairperson
TCRC CTY West

FOR THE COMPANY:



Chris Clark
Manager Labour Relations
Canadian Pacific Railway

March 02, 2022

Hearing: March 30, 2022 - By videoconference

FOR THE UNION:

Ken Stuebing- Counsel
Doug Edward – Sr. VGC, CTY West
Dave Fulton – GC, CTY West
Ryan Finsson – VGC ,CTY West
Colin Commodore - Grievor

FOR THE COMPANY:

Chris Clark, Labour Relations
John Bairaktaris, Director Labour Relations

JURISDICTION

[1] The parties agree I have jurisdiction to hear and resolve this dispute with all the powers of an Arbitrator pursuant to Section 60 of the *Canada Labour Code*. This is an Ad Hoc Arbitration pursuant the Grievance Reduction Initiative Agreement of May 30, 2018 and Letter of Agreement dated September 7, 2021 between the parties. The protocols entered into by the parties provided for submission of detailed briefs filed and exchanged in advance of the hearing. At the hearing, the parties reviewed the documentary evidence and made final argument.

[2] At the time of his dismissal, the Grievor was a Conductor had approximately 8 and a half years of Company service. On June 7, 2020, he was dismissed for falsifying and fabricating monetary claims and payments.

[3] The Company submits that his book off behaviour and claim submissions were meant to deceive the Company and manipulate the Honour System of Pay for monetary gain. It says the Grievor claimed over \$11,800 in Health and Safety claims, \$7,350 of which were made without proper authorization.

[4] The Company maintains that the act of entering and subsequently receiving payment where it is not warranted is not a passive or inadvertent action. The Grievor's familiarity with the rules and procedures for booking off for either Union Business or Company Business runs deep and spans several years. He held a position as Health & Safety representative dating back to 2015 as well as Union representative from December 2016.

[5] CP says, just prior to the commencement of the Company investigation into his inappropriate wage claims, the Grievor resigned from both of his elected positions as Health and Safety and Union representative in April 2020. The Grievor cited added stress and workload that was affecting his personal life.

[6] The Company submits that when a Union Representative is off on Company Business performing Health and Safety duties, they can either use one of two claim codes:

“HS” – triggers payment for actual lost work that his turn made, as tracked by the Crew Management Application (CMA);

“HZ” – triggers an ad-hoc payment when the turn is not tracked and the employee enters a precise monetary amount.

[7] CP maintains that the claim codes are well defined in the CMA Honour System Manual. In order to claim either of the codes, the employee must be on Company Business. An employee can only go off on Company Business with the approval of a Company Officer and for legitimate reasons.

[8] The Company argues that in these cases, the Grievor inappropriately paid himself monies using either the “HS” or “HZ” claim code. The claims were automatically approved when submitted under the Honour System. It allows employees to pay themselves an equivalent to the employee's daily vacation rate of pay when authorized by a manager to perform Health & Safety activities.

[9] CP says it is important to understand why it believes the Grievor used this particular claim code. It says that by using the “HZ” claim code, an ad hoc payment is automatically approved and generated without tying the event to any specific lost work. In contrast, CP submits that when off on Union Business, the Company is not responsible for any lost wage claims. In fact, the Union is

responsible for paying employees on Union business as determined by their own internal processes. It says the Union's and the Grievor's positions and explanations are nothing more than a desperate and feeble attempt to minimize the Grievor's actions, which were plainly exposed as theft.

[10] The Union submits that in the period from January 1 to April 8, 2020, Mr. Commodore was actively involved in the performance of multiple functions of the four separate positions he held in the Union. The Grievor's performance of these duties required him to take time off from his regular position in unassigned service. In each instance, he secured the time off by speaking with the CMC or a manager and booking either Company Business or Union Business. The CMA system would track Mr. Commodore's unassigned turn as a Conductor accordingly. Throughout the performance of his official Union duties between January and April of 2020, multiple claims were submitted using HC, HS and HZ, CMA claim codes. They were submitted when he performed functions as a Health and Safety Representative.

[11] The Union argues that the Grievor dealt primarily with Superintendent Adam Smith. It says the fact that Mr. Commodore had received no prior direction from any of the Company's officers regarding how he was expected to submit his time claims is significant. He was not given direction by Mr. Smith as to how and what status would need to be identified to CMA in the discharge of the numerous Union duties at any point.

[12] The Union argues that in each of the twenty-eight individual dates reviewed by the Company, the Grievor believed that his claims were properly submitted in line with the joint Red Deer Health and Safety Committee Terms of Reference. These Terms of Reference were co-authored by the committee Co-Chairmen Mr. Commodore and Superintendent Adam Smith.

[13] The Union maintains that the Red Deer Terms of Reference were mutually reviewed, adopted and were in effect from January 1, 2020 to December 31, 2020. They reflect the parties' agreement identifying and stipulating payment for work of a Union Representative's turn.

[14] The Red Deer Terms of Reference include the following central tenets:

All committee related activities should be carried out during regular working hours.

When activities are required or scheduled outside regular working hours, members shall be paid according to their collective agreement.

The employer will compensate a committee member, when carrying out his/her duties, preparation time and traveling as authorized by both Co-Chairs of the committee.

If a committee member will need to use his own vehicle, the member will be compensated as per his/her Collective Agreement

If a committee members "turn" does not work the committee members minimum day will be paid at their respective annual vacation rate

Committee members will be paid for all activities for the WHSC as per their respective Collective Agreement.

ANALYSIS AND DECISION

[15] During the Grievor's eight and a half years of service he became active in the Union. His need to book off his assignments as a Health and Safety Representative started in 2015 and as a Union Representative in 2016. The allegations by the Company regarding falsification of claims involves only claims submitted in the period between January 1, 2020 and April 8, 2020.

[16] As a result of the allegations the Grievor was given notice of investigation on May 12, 2020 to attend on May 14, 2020 regarding the claims. It was agreed by the parties that the investigation would be rescheduled to May 15, 2020.

[17] The dispute largely centres on whether the Grievor was properly authorized to claim compensation from the Company on the days in question. The Company maintains that an employee can only go off on Company Business with the approval of a Company Officer and for legitimate reasons.

[18] CP summarizes its position arguing that a fair and impartial investigation revealed:

- (1) The Grievor purposefully booked himself off on Union Business, with the intent of claiming payments associated with performing H&S Duties, a Company Business activity;
- (2) The Grievor was not authorized to submit claims associated H&S, but did so anyway;
- (3) The Grievor did not seek out prior approval of time off or for submitting payments from his Supervisor;
- (4) The Grievor submitted fictitious "HZ" claims resulting in improper payments;
- (5) In total the Grievor submitted 18 improper claims totaling over \$7300.00 dollars in fraudulent payments.

[19] The Company submits that the Grievor has lengthy experience and is familiar with the rules. His first involvement with the rules as a Health and Safety Representative was in 2015. There are no allegations of improper claims of any kind in the previous five years. The Company submits that the Grievor knew his obligations pursuant to the Honour System. It says the Grievor's actions were intentional. The Grievor was meticulous in how he manipulated his off status types and submitted payment expecting that the automatic payments would likely go unidentified. It says the Grievor's actions demonstrate unequivocal wrongdoing and brazenness.

[20] The Company maintains that the act of entering and subsequently receiving payment where it is not warranted is not a passive or inadvertent action. No part of this was a clerical error, mere slip, mistake, or the result of negligence on the part of the Grievor. It says his actions spanned months and were well thought out and intentional.

[21] The Union argues that in each instance, Mr. Commodore secured the time off by speaking with the CMC or a Company Officer and booking either Company Business or Union Business. The CMA system would track Mr. Commodore's unassigned turn accordingly. The Union argues that in each of the twenty-eight (28) individual dates reviewed by the Company, Mr. Commodore believed that his claims were properly submitted in line with the joint Red Deer Health and Safety Committee Terms of Reference. These Terms of Reference were co-authored by the committee Co-Chairmen Mr. Commodore and Superintendent Adam Smith. Mr. Commodore was not contacted by the Company in respect of any irregularities with his claims nor was he notified of any adjustments prior to receiving a formal Notice to Appear from the Company.

[22] The Union submits that there are no allegations by the Company or evidence that the Grievor was engaged in the submission of false claims from 2015 to January 1, 2020. The Union submits that the outright termination of Mr. Commodore is an overt reprisal for Mr. Commodore's various Union positions and discrimination because of his Union activities, in breach of ss. 8(1), 94(1)(a), 94(3)(b) and (e) of the Code. The Company is in violation of the Canada Labour Code Part II section 125(1) (z.01) in that they did not provide proper training for Mr. Commodore as to how he might be paid for Health and Safety activities.

[23] The Company maintains that this was not a case of reprisal against a Union representative. It says the Company has never refused to pay a properly authorized claim.

[24] The parties have agreed to an expedited AD Hoc arbitration process to address a backlog of grievances. The parties made extensive written submissions and made oral argument. The Company relies on the following authorities in support of its decision to dismiss the Grievor: Wm. Scott, Steel Equipment Co. Ltd. (1964) 14 L.A.C. 356; Steel Equipment Co. Ltd. (1964) 14 L.A.C. 356; Sheet Metal Workers' International Association, Local 473 v. Bruce Power LP, 2009 CanLII 31586; Canadian Railway Office of Arbitration Cases 4198, 3409, 4438, 4280, 2340, 1885, 2669, 461, 478, 899, 1472, 1835, 2669, 2280, 4764. The Union relies on: KVP Co. Ltd. and Lumber & Sawmill Workers' Union, Local 2537 (1965), 16 L.A.C. 73 (Robinson); Teamsters Canada Rail Conference and Canadian Pacific Railway Company, CIRB 755; Canadian Railway Office of Arbitration Cases: 3022, 3322, 3614, 3409, Railway Ad Hoc Case 521.

[25] After carefully reviewing the submissions and argument I find that discipline in this case is appropriate and will turn to consider the quantum of discipline.

[26] In my experience other pay systems often call for the preparation of claims of this nature to be prepared either electronically or on paper by the Union Representative and then submitted to an appropriate Company Officer authorization. The claim is then placed in line for payment after proper authorization. Under the CP Crew Management Application (CMA) Honour System, all Running Trade Employees are responsible for their own payroll. It is an honour system which makes employees their own time keepers. In this case, eighteen claims totaling over \$7,300.00 dollars are alleged to be fraudulent payments.

[27] I take notice that the procedures for properly placing and paying Running Trade employees such as the Grievor are complex. Disagreements can arise with train crews changing assignments. Moving from working assignments to Training, Medical or Company Business can require contact with the Crew Management Center or appropriate Company officers for authorization. The Collective Agreement between the Company and the Union recognizes the importance of proper communications and authorization. Further, the Collective Agreement provides that all incoming and outgoing calls to the Crew Management Center Dispatchers are recorded and retained for a minimum of 60 days.

[28] Given the applicable rules and evidence, I find that clear and proper authorization for Ad Hoc movements of employees between their running trade working assignments is required. Based on the facts and circumstances in some of the eighteen claims, I cannot find that authorization was properly obtained. That said, I also find that there are significant mitigating factors which were not considered when assessing the appropriate discipline.

[29] The Crew Management Application (CMA) Honour System is extensive. Of consideration in this case, it provides for Timeslips to be automatically approved and paid. I find that there are also significant checks and balances providing:

- Timeslips may be subject to audit at a later date.
- Audits are conducted by specially trained team at the Crew Management Centre in Calgary.
- The CMA Honour System allows for employees to make adjustments to Timeslips as far back as four months.
- The CMA also recognizes that mistakes can be made.
- Questions and answers in the CMA state that it will be up to the auditor to assess the circumstances and determine if further review or investigation is warranted.

- Auditors consider a variety of reports are generated from submitted Timeslip data that will reveal patterns in the data of individuals, trains, terminals, etc.
Employees' Timeslips are chosen at random and interpreted in terms of the Collective Agreement, Method of Payment (MOP) and Local Rules

[30] When Timeslips are to be adjusted the CMA also provides:

If a payment made to you does not conform to the terms of the Collective Agreement, MOP and/or Local Rules you will be notified of the reason why your claim does not conform to the above agreements.

If you are unsure of your claim, use the Interpretation Code (IP) to route directly to an auditor for interpretation.

If your claim is disapproved, the auditor will either send you a letter or provide screen comments that explains the decision in terms of your current Collective Agreement, MOP or Local Rules. The appropriate adjustment is made in your Timeslip.

If you disagree with the auditor's decision, you are, of course, entitled to submit a grievance. You should refer to your Collective Agreement on how to properly submit a grievance and for the appropriate time limits within which a grievance must be submitted.

Your Union, upon filing a grievance, may request that the claims(s), any future claims, be held in abeyance until the issue is adjudicated at a future date. The process for setting up an abeyance code is stated below.

[31] I find that the audit process set out above is a clear and a significant step between the rejection of a time claim and an investigation. It provides for the involvement of trained auditors at the outset to determine if a claim is to be approved. The central audit process in Calgary contributes to a uniform application of the pay system. It contemplates a review of Local Rules by the auditors from an unbiased standpoint.

[32] The Company submits that the Grievor's time slips were audited by the Company as per the CMA Honour System Manual. A fair and impartial investigation was conducted into the subject matter. The Union submits that no Company officer made any effort to inquire with Mr. Commodore regarding any claim submitted prior to the investigation. It says issues regarding any claims were raised prior to the investigation.

[33] The Union submits that there was no contact with the Union or the Grievor by any Company Officer regarding the claims in dispute prior to being informed that there would be an investigation. Evidence established that only one of all the Grievor's claims was audited after 2015. That claim was one of the eighteen claims investigated by the Company. The other seventeen were not audited in accordance with the audit process contained in the CMA prior to the investigation.

[34] While the CMA is clear that an employee is his own timekeeper, it also provides a clear and detailed audit process. The process contemplates correction of claims by the employee and contact between the auditor and employee with a letter or comments. I cannot find that the process was completed. That said, there is an onus on a Union Representative submitting claims as being on Company businesses. It requires proper authorization by the Company.

[35] In this case, some claims appear to have been flagged for concerns and an investigation commenced. Claims were produced at the investigation with comments. I cannot find that the steps

contemplated by the CMA. There is no evidence of the communications between the auditors and the Grievor as set out in the CMA adjustment process.

[36] At the hearing, the Company emphasised the significance of the Grievor being in the Health and Safety position since 2015. There is no evidence of any unauthorized claims from 2015 to January 1, 2020. There was no evidence of the auditors determining a pattern of false claims as contemplated in the CMA. Given the short time span I will turn to consider specific circumstances in the eighteen claims.

[37] The Company submits that according to the Superintendent, the process for booking an Employee off for Health and Safety duties paid by the Company was very clear. The Employee would discuss the required work prior to being booked off and the Superintendent would advise the Crew Management Center who then changed the status of the Employee to Company Business in CMA investigation dealt with specific claims.

[38] The Company points to the Superintendent's answers to questions during the investigation to illustrate the process for the Grievor to properly obtain authority to be on Company paid Health and Safety duties:

Q40 Evidence Item 33 is an email from Colin Commodore to Tasha Sapelak stating that he was working with you on a safety letter that required a bulletin number. Do you recall performing Health & Safety Duties with Mr. Commodore on January 9th/2020?

A40 I remember meeting with Mr. Commodore when he was in the office, regarding a safety letter, I do not recall the exact date.

Q41 Did you send an email to CMC to Book Colin Commodore off company Business for that meeting?

A41 If I did it would be in the evidence as I went through my sent email for all emails regarding to this subject matter.

[39] I agree that the Superintendent should authorize placing the Grievor on Company business. However, I cannot conclude wrongdoing by the Grievor as a result of there being no email from him to the CMC. While the Grievor should have had proof of approval it is apparent that the Superintendent's emails were not copied to the Grievor. The evidence established that the Superintendent did not copy the Grievor on emails about his pay status after he made the request. His emails often provided the following:

From: Adam Smith <Adam_Smith@cpr.ca>
Sent: Tuesday, January 21, 2020 10:14 PM
To: CMC Prairie Region Alberta <CMC_Prairie_Region_Alberta@cpr.ca>
Subject: Colin Commodore
Cmc - please place Mr.Commodore off on company business for health and Safety. Effective immediately.
Thank you
Adam Smith Superintendent- Edmonton 778 8794920

[40] The Company submits that the resulting January 22 and 23, 2020 claims were handled in the "Proper Process". I have concern with the position that this is a proper process. In the case above, the Superintendent clearly authorized placement of the Grievor on Company Business. He does not state for how long and he does not copy the Grievor on the email. He states during the investigation that if he approves time for Company Business there will be an email. However, by not copying the Grievor, Mr. Commodore was left in a position of not knowing or being able to

prove the Superintendents approval in an audit or investigation. He is also not able to prove the Superintendents verbal approval if Mr. Smith were to forget to send an email authorization.

[41] I also have difficulty with the Auditors not reviewing the process in place between the Grievor and the Company at Red Deer. Clearly proper confirmation being provided to the Grievor should be required. I also have difficulty with the Grievor not keeping records of his activities while on Company Business. That concerns also applies to Company Officers who recalled being with the officer on specific days but being unable to confirm if it was approved as time on Company Business during the investigation.

[42] The Union relies on KVP supra arguing that the Company can point to no specific direction or instruction given by its officers to the Grievor in respect of designating his CMA status while attending to his valuable Union and/or health and safety work. In this case, the facts are clear, the Grievor is a Union Representative and Conductor who is entitled to compensation when working on authorized Company Business. Given the Grievor's work as a Union Representative, he knew or ought to have known that proper authority is required. Record keeping is part of the work. Accountability for his actions is required. The Union did not produce any evidence that similar conduct for booking on to Company Business is accepted at other locations with CP Rail. With all that said however, the Grievor's actions appear to have been partly the result of being unconcerned with proper authorization largely resulting from the Company's inconsistent approval process.

[43] I have difficulty with the Grievor's explanations for January 29 and January 30, 2020. The Grievor should have written approval and keep records of activities consistent with generally accepted practices in order to avoid disputes such as this. However, the Grievor's unchallenged testimony is that he was working with Trainmaster Scott Young on January 30, 2020. Given the unclear and inconsistent local practice it is understandable that he would believe he did not need written approval when he was with a Trainmaster on the day in question.

[44] Trainmaster Young is also involved in other disputed claims. On February 16, 2020 the Company claims that the Grievor improperly booked off unfit and then booked back on to claim Health and Safety duties on the 17th. The Company submits that his actions were evidence of Improper Process. I agree the action appears as sharp practice. However, the evidence established that the Grievor called Crew Management on February 16. In the recorded call, the Crew Dispatcher listens to the request by the Grievor and responds that he will need to speak with Trainmaster Scott Young. When he contacts Trainmaster Young and requests that the Trainmaster be conferenced into the call regarding the Grievor booking unfit the Trainmaster says it is not need and the unfit status is approved.

[45] The Company identified the Grievor's actions on February 16 and 17 as Improper Process. I question the accuracy of that position given that the claim appears to be the one and only claim which appears to have been properly disapproved in a random audit under the CMA process by auditors. The question arises that if an audit was conducted into the claims why was only one rejected at audit.

[46] CP relies on CROA 4280. In that case, the Arbitrator found that there was an audit of Timeslips conducted on May 3, 2012, leading to the investigative interview held on July 11, 2012. The audit determined that the Grievor made claims when he knew he had been unavailable. He made Bereavement Leave claims for multiple days based on the death of a grandfather who was in fact an uncle. As a result of the audit, an investigation was conducted and the Grievor was dismissed. Arbitrator C. Schmidt stated:

For all these reasons, the Company has met its burden. As I have found the grievor made wage claims with the intent to defraud the Company, his dismissal was justified. No mitigation of penalty is properly considered in the circumstances of this case.

[47] In this case, I cannot find evidence of an audit sufficient to address the facts and circumstances of this case or confirm the appropriate review of the Local Rules by trained auditors. The Local Rules identified and reviewed as part of an audit are a significant factor in this matter. The investigation established inconsistencies in the approval of authority for work on Company Business. The application of the CMA and failure to properly identify clear processes and requirements for approving leave on Company Business is a responsibility of the Company, the Union and the Employee who moves to Company Business pay.

[48] While some discipline was appropriate, I cannot find that the Company has met its burden of proof that the Grievor intended to defraud. Clear mitigating factors were not considered in the assessment of discipline.

[49] I find that on multiple occasions the Grievor had reason to wrongly believe he had authority for alleged fraudulent claims given the established local rules and practice. In some cases, he was with Company Officers properly performing duties. While he should have had written and recorded authority, he failed to obtain it. Recorded conversations with crew dispatchers appeared to confirm the acceptance of inconsistent verbal approval practices.

[50] The Company relies on Wm. Scott supra for its decision to dismiss the Grievor. While some discipline was appropriate, various mitigating factors may be identified to justifying the substitution of a lesser penalty for discharge even where some level dishonesty is proven. Each case is dependent on its own facts and circumstances. Relevant jurisprudence has established a list of mitigating factors which I will consider in arriving at the answer to the second Wm. Scott question:

- Does the Grievor have a record of long service with the Company?
- Does the Grievor have a relatively discipline free record?
- Is the offence an isolated incident?
- Has the Grievor been an able employee?

[51] In considering the mitigating factors, it was established that the Grievor commenced his career as a Conductor with CP Rail in August 2011. He has two young sons of whom he shares custody. Mr. Commodore worked his entire career out of Red Deer terminal.

[52] At no time has Mr. Commodore ever been disciplined in relation to alleged improper claims whatsoever during his career.

[53] The Grievor has been an active participant in the Union. Over the course of his career, he held several volunteer positions with the Union. The Grievor has served the Union's health and safety representative at Red Deer terminal for over 4 years prior to the period under review in this matter. During that time, there were no concerns regarding any time claims until the current incident. The Union submits that his work has benefited the Company. He has performed diligent work in service of raising awareness of emergent hazards and safety requirements. The results of his efforts are reflected, in part, in the WHSC Scorecard for Red Deer, which confirms that Red Deer was one of nine out of twenty-six terminals in Canada with 100% compliance.

[54] The Grievor did not seek out direction from the Company on the proper way to obtain authority for transferring to claims payment as Company Business. I cannot find that the Grievor was accountable for his clear lack of record keeping and his own failure to establish clear authority to claiming pay as on Company Business. He should have recognized that his careless disregard for considering the possible requirements for proof of authorization at a later date.

[55] I find that a significant penalty is appropriate. To do otherwise, risks the deterrence effect on other employees in this situation who might also believe proper authorization is not required.

The Company was aware of the mitigating factor of this case as it was held in the back log of grievance until the back log cases were referred to me for arbitration in October of 2021.

[56] In view of all of the foregoing, the grievance is allowed in part. The time from dismissal to October 31, 2021 will serve as suspension without pay. The Grievor will be reinstated effective October 31, 2021 with compensation for lost wages and benefits from that date.

[57] I remain seized with respect to the application and interpretation of this award.

Dated this 6th, day of June, 2022.

A handwritten signature in black ink, appearing to read "Tom Hodges", is enclosed in a thin black rectangular border.

Tom Hodges

Arbitrator