IN THE MATTER OF ARBITRATION

BETWEEN

TEAMSTERS CANADA RAIL CONFERENCE (TCRC)

(the Union)

And

CANADIAN PACIFIC RAILWAY COMPANY (CP)

(the Company)

AH: 779

DISPUTE:

Appeal of the (20-demerits) and subsequent dismissal of Conductor Wade Blackwood.

JOINT STATEMENT OF ISSUE:

Following an Investigation, Conductor Blackwood was dismissed as shown in his Form 104 as follows;

“A formal investigation was issued to you in connection with the occurrence outlined below:

“Your alleged violation of T&E Availability Standard Information Bulletin Effective February 1st, 2017 and re-issued January 21, 2020, No-SI-003-20” for your booking sick on June 7 and 20th, 2020.”

The formal investigation was conducted on July 16, 2020 to develop all the facts and circumstance in connection with the referenced occurrence. At the conclusion of the investigation, it was determined the investigation record as a whole contains substantial evidence proving you violated the following:

• T&E Availability Standard Information Bulletin Effective February 1st, 2017 and re-issued January 21, 2020, No-SI-003-20

In consideration of the decision stated above, you are assessed twenty (20) demerits. Further, this incident also constitutes a culminating incident and you are hereby DISMISSED from Company Service, effective August 1, 2020 for your accumulation of over 60 demerits as well as for having over five disciplinary infractions in a 12-month period, as per the Company’s Hybrid Discipline Guidelines.

UNION'S POSITION:

For all the reasons and submissions set forth in the Union’s grievances, which are herein adopted, the Union position is that the 20 demerits and dismissal of Mr. Blackwood was excessive, unwarranted, in violation of the CBA and CLC 239, 125, CROA 1588, Employment Equity, Policies 1300/1500, CROR General Rule A.

The Union provides that Mr. Blackwood was sick, advised in advance of this (during a pandemic one would want to be extra cautious) to the CMC so that manpower could be adjusted accordingly.

Mr. Blackwood followed the proper processes wherein being the judge of his own condition made the correct choice, and did not attend work so as not to jeopardize himself, his workmates, or the public, he adhered to General Rule A and was punitively punished.

The Company has ignored the Canada Labour Code in disciplining and subsequently dismissing Mr. Blackwood for being sick.

It must be further noted that the Company's Attendance Policy and Hybrid Discipline Policy do not form part of the Collective Agreement as the parties are not in agreement on either Policy, which are under separate grievances.

What this is, and has become the norm at CP Rail that another employee has faced having a target on them, while the Company builds a discipline file on the employee up to the point where they then dismiss them. There is no other conclusion. Mr. Blackwood's past "off for sick" over a 16-year period has shown no pattern, no problems.

Mr. Blackwood was asked and answered truthfully within his investigation, at no time did he ever admit guilt in the manner that the Company has stated in their Division grievances response.

There are laws protecting employees who are sick, no pattern was established.

Mr. Blackwood throughout the investigation defended his reasons for not attending work.

The Company did not respond to the Union's Step 2 grievance therefore the Union is not in possession of the Company's further positions on the matter and this may leave the Union at a disadvantage. The Union reserves the right to object, should the Company expand its position at Arbitration.

The Union requests that the 20-demerits and subsequent dismissal of Conductor Blackwood be expunged and he be returned to work forthwith, and he be made whole for his lost earnings/benefits with interest, without loss of seniority or pension, and he be allowed as with all employees an intimation free environment.

In the alternative, the Union requests that the penalty be mitigated as the Arbitrator sees fit.

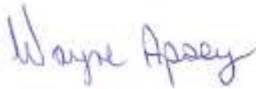
COMPANY'S POSITION:

The Company disagrees with the Union's contentions and denies the Union's request. The Company maintains that following a fair and impartial investigation, the Grievor was found culpable for the reasons outlined in his form 104.

The Company maintains that culpability was established and there was just cause to assess discipline to the Grievor. The quantum of discipline assessed was appropriate, fair and warranted under the circumstances and in line with the principles of progressive discipline.

Failure to specifically reference any argument or to take exception to any statement presented as "fact" does not constitute acquiescence to the contents thereof. The Company rejects the Union's arguments, maintains no violation of the agreement has occurred, and no compensation or benefit is appropriate in the circumstances.

For the foregoing reasons and those provided during the grievance procedure, the Company maintains that the discipline assessed should not be disturbed and requests the Arbitrator be drawn to the same conclusion.

FOR THE UNION:	FOR THE COMPANY:
	
Wayne Apsey General Chairperson CTY – CP Rail East TCRC	Lauren McGinley Assistant Director Labour Relations CP Rail

February 28, 2022

Hearing: March 31, 2022 by videoconference.

FOR THE UNION:
Ken Stubing, Caley Wray
Wayne Apsey, General Chairperson
Brent Baxter – Vice General Chair, CTY East
Wade Blackwood - Grievor

FOR THE COMPANY:
Elliot Allen, Labour Relations Officer
Lauren McGinely, Assistant Director Labour Relations
Ivette Suarez, Labour Relations Officer
John Bairaktaris, Director, Labour Relations
Chris Clark, Manager, Labour Relations

AWARD

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 Arbitration pursuant the Grievance Reduction Initiative Agreement of May 30, 2018 and Letter of Agreement dated September 7, 2021 between the parties. In accordance with their agreement, this award is without precedent to any other matter 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] I have reviewed the parties written submissions, books of documents and the investigation conducted by the Company.

BACKGROUND

[3] The basic background facts in this matter are not in dispute. On Sunday, June 7th, 2020 and Saturday June 20th, 2020 Mr. Blackwood called the Crew Management Center (CMC) to book off sick. The Grievor received a notice of investigation on July 10, 2020 and attended the investigation on July 16, 2020 at 10:00 in connection with his alleged violation of T&E Availability Standard Information Bulletin for your booking sick on June 7th and 20th, 2020.

[4] The Company maintains that the investigation established the Grievor was in violation of Information Bulletin, NO: SI-003-20 T&E Availability Standards and was assessed 20 demerits.

ANALYSIS AND DECISION CP maintains that the Grievor booked off on two separate days within the same calendar month, and more specifically booked off on two weekend days. This is a direct violation of the T&E Availability Standards. It properly applied discipline as outlined in the Company's Hybrid Discipline and Accountability Guidelines by assessing 20 demerits to the Grievor and dismissing the Grievor for an accumulation of demerits.

[5] The Company submits that the Grievor received a fair and impartial investigation, the assessment of 20 demerits was progressive and resulted in a dismissal for accumulation of demerits. CP says it needs to ensure that the Attendance Standard is adhered to and the Hybrid Discipline & Accountability Guidelines are followed to address any matter that is in violation of said standards. It says the T&E Availability Standard is clear that T&E employees who book off sick on call will be subject to attendance review. Disciplinary action may result. Moreover that Employees requesting to have sick absences excused due to serious medical issues must ensure that satisfactory medical information is received by Occupational Health Services for review within three (3) business days from the last day of the medical absence. CP argues that the Grievor failed to comply in every respect. It says his discipline was not for booking sick, but for violating the Standard.

[6] The basis for the Union's grievance is not the Company's Attendance Policy or Hybrid Discipline Policy itself. They are under separate grievances at this time and not before me. The Union argues that this is a case of the Grievor being unjustly targeted for discipline and dismissal as a result of booking sick on two days. It argues this is a clear example of the Company repeatedly and deliberately building a discipline file on an employee up to the point where they then dismiss

them. It says there is no other conclusion in this case given the Grievor's 16-year work record with no pattern or problems of improper absences.

[7] The Union submits that prior to the grievances under review before me, the Grievor's 16-year career only reflected two instances of discipline. In 2007, he received a caution for not wearing safety glasses. In 2008, he received 10 demerits for not lining switch correctly, resulting in a derailment. For the next 11 years he received no discipline until 2019. However, starting in November of 2019 with a booking sick issue, the Company decided to build a discipline record with seven arbitrary and unwarranted disciplinary penalties to dismiss the Grievor in less than eight months.

[8] The Union maintains that the Grievor did not have any disciplinary instances prior to the November 2019 discipline for absenteeism issues, nor is there any suggestion or allegation anywhere of a "pattern". It says there is no evidence that the Grievor's booking sick negatively impacted other employees or the Company's time sensitive operation of trains. Most importantly, it says the Grievor did not book off on call as stated by the Company during the investigation and in its written submissions.

[9] The Union argued that during the investigation the Grievor noted that he called the Crew Management Centre to book sick. He did not call his supervisor prior to booking sick. The Union submits that there is no contractual obligation to reach out to a manager when ill. The Union also maintains that the Grievor was under no obligation to speak with his manager to book off sick, at law or otherwise. He confirmed that he did not seek medical attention for his illness as he was sure he would get better and he was not requested to do so.

[10] The Union argues that in the Step 1 grievance response the Company does not allege any wrongful absence. It says the Company asserted an unspecified violation of the T&E Availability Standard No-SI-003-20. It alleges that, Mr. Blackwood throughout the investigation admitted to be in violation of the policy by booking sick June 7 and June 20, 2020. The Union submits that there is no admission of any violation whatsoever by Mr. Blackwood in respect of two absences in June 2020 and there is no culpability whatsoever for booking sick on these occasions.

[11] The Union says that Company does not, at any time explain in any way how either of the Grievor's absences are seen to have been culpable. It says the Company not alleged a pattern, fraudulent accessing, missed a call, booked sick after receiving a call, or that Mr. Blackwood was not ill on either occasion.

[12] The Union claims that the Company responded to the Step 1 grievance without alleging any wrongful absence. It says the Company wrongfully asserted that the Grievor admitted an unspecified violation of the T&E Availability Standard No-SI-003-20, by booking sick June 7 and June 20, 2020. It says the Company's Superintendent in the grievance response does not explain in any way how either of the Grievor's absences are seen to have been culpable.

[13] The Company referred me to the following authorities: William Scott & Co. v. C.F.A.W., Local P-162 (1976), [1977] 1 C.L.R.B.R. 1 (B.C.L.R.B.); Massey-Ferguson Ltd, (1969), 20 L.A.C. 370; Canada Post Corp. v CUPW (Martin), Sheet Metal Workers' International Association; Local 473 v. Bruce Power LP, 2009 CanLII 31586 (ON LRB) 1992 Carswell Nat 2127; CROA 4715-D, and 3981.The Union contends any discipline assessed in this matter is in violation of the Canada Labour Code and referred me to CROA Cases 1588, 3921, 3639, 4340, 3863, 4630, 4524, and Ad Hoc 750.

[14] In turning to consider if discipline is warranted, the Company's written submissions directly addresses that question providing:

> **Does the Grievor's conduct give rise to some form of discipline?**
>
> ……
>
> The investigation confirmed that Mr. Blackwood was in violation of Information Bulletin NO: SO-003-20 Issued January 21, 2020 by booking sick on two occasions in a calendar month.
>
> 1. It is respectfully submitted that the investigation clearly established that the Grievor was culpable for a violation of the Company's Attendance Standard and therefore discipline was warranted.
>
> 2. The Company maintains the assessment of 20 demerits was progressive and resulted in a dismissal for accumulation of demerits. The Company needs to ensure that the Attendance Standard is adhered to and the Hybrid Discipline & Accountability Guidelines are followed to address any matter that is in violation of said standards stating:
>
>   The Company's T&E Availability Standard is clear that "T&E employees **who book off sick on call will be subject to attendance review.** Disciplinary action may result Moreover that "**Employees requesting to have sick absences excused due to serious medical issues must ensure that satisfactory medical information is received by Occupational Health Services for review** within three (3) business days from the last day of the medical absence."
>
> 3. **The Grievor failed to comply in every respect. (Note: The griever was found culpable and assessed discipline for a violation of the T&E Availability Standard, not for booking sick.)**
>
> **Emphasis Added**

[15] The Union maintains that the Grievor never booked sick on call in this case and never in his career. It says the Grievor was only advised of an unspecified alleged violation of T&E Availability Standard Information Bulletin Effective February 1st, 2017 and re-issued January 21, 2020, No-SI-003-20 for booking sick on June 7 and 20th, 2020.What part of the standard he was being alleged to have violated was not indicated. During the investigation the Grievor was asked:

> Are you familiar with the rules and regulations as contained in the CROR, GOI, and Safety Rule Book for T&E, Time Tables, the current Summary Bulletin, Best Operating Practices, Emergency Response Guide, and the T&E Availability Standard Canada?
>
> Are you aware that the rules, policies and instructions in the previous question are designed to ensure that rail operations are conducted in a safe and efficient manner to protect the combined interest of employees, the general public our customers and Canadian Pacific?
>
> Are you aware that investigations are conducted in an effort to get the facts of any given situation or incident and Canadian Pacific expects its

> employees to answer all questions in a truthful manner and to not give false or misleading information in an investigation? If so this will result in the appropriate disciplinary action taken?
>
> Have you ever had any issues receiving, or accepting your calls from CMA, or the VRU?
>
> Do you understand that Canadian Pacific has an obligation to investigate occurrences of Absenteeism, Including missed calls/ booking sick for assignments?
>
> Did you make any attempts to call your supervisor prior to booking sick on June 7th, 2020?
>
> Did you seek medical attention for your illness on June 7th, 2020?
>
> Do you understand that booking sick, unfit, or missing your call to obtain time off work also affects your other co-workers?
>
> Do you understand that CP offers uninterrupted service to its customers and that in order to meet its obligations, all employees are expected to work as scheduled?

[16] The Union argues that the notice of investigation did not indicate what specific provision of the Availability Standard had been violated. The Union and Grievor were not told at the outset of the investigation or at any time during the investigation what specific provision was to be addressed.

[17] In its written submissions, the Company submits that the Availability Standards bulletin clearly states the T&E employees who book off sick on two or more available work days in the calendar month will be subject to attendance review and disciplinary action may result. It says the Notice of Investigation set out that the Grievor booked off on two separate days in the same calendar month. Although not stated in the Notice, those were also both weekend days. The Union argues that booking sick on call, as also set out in the Company's submission, was the focus of the investigation and the questions to the Grievor regarding the Standard. It says the issues of two days in a month or two weekend days were not put to Grievor. It says the focus was on call or missed calls.

[18] The Union submits that at question 17 of the investigation, the Company directly focused on missed calls and booking sick for assignments as the absenteeism issue being investigated stating:

> Do you understand that Canadian Pacific has an obligation to investigate occurrences of Absenteeism, Including missed calls / booking sick for assignments?

[19] The Union argues that the investigation's focus and Company's written submissions reference a booking sick on call violation. The questions put to the Grievor suggest sick on call or

missing a call. At the conclusion of the investigation, the Grievor indicates his understanding that he believes the issue being investigated was booking sick on call stating:

> I work on call. This year is almost 200 days old, I have been available for all but 3 of those days when I was ill. I have never missed a call in my entire career. In roughly my first 7 years of service I never booked off sick/unfit.

[20] The Union argues that the Grievor did not book sick on call. The Grievor's claim that he had never booked off sick or unfit in seven years was not challenged. The Company had access to his absenteeism record. The Union requested disclosure of all evidence at the investigation and it was not produced. It says the Grievor has not received a fair investigation and that he was targeted. It says that the Company has taken an employee with a long and exemplary work record to termination in less than eight months.

[21] The Company maintains that the 20 demerits is progressive and referred me to CROA 4715 in which Arbitrator Horning stated:

> I do not disagree with the Union's perspective that the Book Unfit clause is specifically designed to ensure that an employee is rested and fit for work and that an employee is entitled to rely on the clause in appropriate circumstances without fear of discipline. That said, Article 35 was not intended to serve as a shield for the Grievor to engage in inappropriate booking off conduct that represents a breach of his obligations to the Company. It would be inconsistent with practical realities to accept that Article 35 was intended to provide an employee with a carte Blanche right to utilize Article 35 solely to accommodate his/her own interest and without regard for the propriety or necessity to invoke it. This is particularly so when Article 35 is repeatedly invoked in a manner that reflects pattern absenteeism to extend weekends or days off.

[22] I have difficulty with the Company's reliance on Arbitrator Hornung's comments in CROA 4715. I do not find there is any reasonable comparison of the Grievor's short record and service in that case with Mr. Blackwood's. Arbitrator Hornung reinstated the Grievor notwithstanding his comments that:

> The Grievor joined the Company on July 3, 2001. His disciplinary record is alarming. On February 15, 2006, he was dismissed for a violation of Rule G but reinstated effective January 1, 2008 without compensation but with conditions. His entire disciplinary record is too long to be reiterated here
>
> ….

[23] Arbitrator Hornung went on to highlight some of the Grievor's record that included:

> ……
> 4 sick instances in April 2009 with no discipline
> 4 sick occurrences in July 2009 when he was cautioned when a pattern was shown to exist
> 30 demerits in July 2011 for failure to respond
> 5-day suspension for absenteeism between January 1, 2014 and July 25, 2014 whereby he was off sick, unfit or unavailable for duty on 33 separate occasions ….

[24] In CROA 4715, the Grievor was investigated and disciplined for a specific and repeated pattern absenteeism. He also had a long patter of discipline. Following a formal investigation, Mr. Matyas was dismissed with specific reasons providing:

> Please be advised that you have been dismissed from Company Service effective January 18, 2018 as a result of your failure to fulfill your contractual obligations as **evidenced by exhibiting patterned absenteeism on three (3) occasions (21-Nov-17, 01-Dec-17 & 16-Dec-17) with two (2)instances occurring on weekends.** A violation of Canadian Pacific Attendance Management Policy. Notwithstanding that the above mentioned incidents warranted dismissal in and of itself, based on your previous discipline history; this incident also constitutes a culminating incident which warrants dismissal. **Emphasis Added**

[25] Arbitrator Hornung agreed with the Company that it had demonstrated a clear pattern of the Grievor booking unfit after long periods of rest. He also found that after the Grievor's long history of discipline for absenteeism this was the culminating incident. Notwithstanding his finding, Arbitrator Hornung chose to reinstate the Grievor with a last chance opportunity to change his conduct.

[26] In this case, the Grievor is a long service employee with over nine years without discipline and only one previous incident of booking sick which I have removed in a previous decision. In this case, the Grievor said he was not feeling well during the COVID pandemic, so he booked sick. He was not told by CMC to call his supervisor. He was not told to see a doctor or obtain a medical note. A review of the investigation does not establish that he booked sick on call.

[27] The discipline was assessed by Superintendent G. Harter. He also reviewed the discipline he assessed at Step 1 of the grievance process. There is no prohibition to the person who assesses discipline reviewing his own work. It is consistent with the terms of the agreement. It allows the Local Union officer to raise issues at a local level with the Company officer having direct knowledge of the file before it is progressed to a more senior officer if not resolved.

[28] In this case, Superintendent Harter was very familiar with the Grievor. He had observed the Grievor working recently in multiple Performance Tests and they were all passing results. He had assessed all of the Grievor's discipline in the past eight months and reviewed all of the discipline at Step One of the Grievance process. In declining to consider any mitigating factors in this case, Mr. Harter found termination appropriate stating:

> After reviewing your grievance, I disagree. Mr. Blackwood throughout the investigation admitted to be in violation the policy by booking sick June 7 & June 20, 2020. Now the dismissal in its entirety is due to accumulation of demerits.

[29] In reviewing the investigation, I do not find that the Grievor admitted booking sick in violation of the Policy. More importantly, the Grievor was not told specifically at any time what provision was alleged. All indications pointed to booking sick on call, not calling a supervisor or not getting a medical note.

[30] The Company has access to the Grievor's detailed attendance record and they have been provided at other investigations. It provides clearer detail of facts and for assessing appropriate discipline. Such documents and records have been provided in other investigations that I have reviewed. The Union requested all evidence at the outset of the investigation. No evidence was given other than that indicating he had booked sick on the two days.

[31] The Union refers me to CROA 3921. As in this case, there was no allegation that the Grievor was not sick and there was no request that the Grievor produce medical information. Arbitrator Picher stated:

> In these circumstances the Arbitrator must conclude that the Company had no just cause for the assessment of any discipline against the grievor in respect of her absence from work due to illness.

[32] Arbitrators generally agree that before being disciplined, an employee should have a reasonable opportunity to know the precise nature of the accusation made against them, with reasonable access to any pertinent statements or documents in the possession of the Company. Also that they be afforded a fair opportunity to offer an explanation, response or rebuttal to the information or material in the Company's possession.

[33] In the case before me, the Company did not clearly advise the Grievor of the charges against him. He responded to questions relating to on call violations without response from the investigating officer. His being sick was not challenged and he was not asked to produce medical information.

[34] I cannot find that Superintendent Harter assessed discipline with a necessary review of the investigation statement. He assessed 20 demerits resulting in dismissal of the Grievor. There is no indication he considered the Grievor's long service and exemplary record as a mitigating factor.

[35] As I have stated in a previous award, the Union has alleged the targeting of employees for discipline and termination. The Company alleges the recent referral to safety rules by a Union General Chairman as idiotic. In my opinion, both of the alleged statements are relevant because they go to the state of the relationship between the parties.

[36] In my opinion, these parties should be partners in ensuring their mutual interests for attendance and safety in this, one of the most time and safety sensitive industries. Ensuring safety is paramount to both parties' best interests as well as the public. Attendance management policies at CP are subject to long established KVP conditions. Joint safety and attendance advocacy requires that there must be a relationship of mutual understanding and respect. A relationship where neither the Company nor the Union is likely to put the other's interests in jeopardy.

[37] The Union is not likely to partner and participate in advocating for adherence to attendance policies or safety rules if it is not reasonably sure that its members will be dealt with fairly during investigations. It must also have some degree of faith in the integrity of the grievance process for resolving differences of opinion on fact relating to disciple assessed.

[38] In the initial case the Grievor had a long and very clear record when he booked sick approximately eight months before this incident. The Grievor, as he himself acknowledged, had acted out of character when he called the CMC to advise CP he was sick in the middle of the night. He was abrupt, hung and did not agree to call a supervisor as instructed. He did call his supervisor later as instructed.

[39] In my opinion, the Company had the right if not the obligation to investigate the Grievor's first out of character book of incident to determine the facts and consider if any action was required. However, the Grievor was never asked if he was aware of the Company's Employee Assistance Program as I have seen in other investigation statements regarding significant changes in an employee and their attendance. In reaching the decision to assess 20 demerits for out of character conduct and attendance, no incident report, memo or information was received from the supervisor or Crew Management staff that the Grievor spoke with that night. I upheld the Union's grievance in that case based on the facts.

[40] Similarly in this case, no incident report, memo or tape of conversations was received from the CMC or anyone directly involved. No information was provided to indicate what if any impact his booking sick may have had on crewing or operations despite the Unions disclosure request at the investigation. The Grievor and Union were given not specifics despite a request for full disclosure. I cannot find that the Grievor received a fair investigation in this case.

[41] The Grievor and every employee is entitled to a fair investigation. They are entitled to challenge a contract violation or disciplinary decision by management but only through the grievance procedure. The Grievor was not unfamiliar with the process. He and his Union had filed a number of grievances claiming he was being unfairly disciplined and targeted. The Grievor knew or ought to have known that calling his supervisor as instructed eight months earlier was expected of him. Whether it was a violation of the collective agreement or not would meet with a management response. The Grievor was aware of his situation and there is no indication he consulted his Union officer with which he had significant contact over the past eight months before booking off on either day in this case. His actions or inaction can be viewed as an aggravating factor when considering remedy in this and the next incident involving this Grievor.

[42] It is a long standing and recognized rule of labour relations that an employee who disputes the propriety of an employer's action must "obey now and grieve later." Whether it was deliberate or otherwise there is no evidence that the Grievor consulted with his Union regarding not calling his supervisor, providing medical information or any matters prior to booking sick. He knew he would be questioned. He had been advised that his job was in jeopardy and chose not to call his Union officer first.

[43] Both the Grievor's book off incidents resulted in significant 20 demerit discipline. The Union argues it is equal to 30% of the route to termination at 60 demerits. The Union alleges targeting. While I am not prepared to find targeting at this time, I do find 20 demerits excessive given the facts and circumstances. The Company reliance on the facts found in CROA 4715 does not give me reason to change my finding.

[44] In all the significant discipline matters of the eight months before this incident, Superintendent Harter assessed the discipline and responded to the Grievances at Step 1. In this case, there is no indication he considered the mitigating factors against termination. In this most recent book off, there is no indication the Company informed the Grievor or Union of the violation or what it regarded as proper action in the circumstances. I find the discipline assessed was too severe.

[45] In view of all of the forgoing, the grievance is allowed in part. The 20 demerits assessed is to be removed from his record. The Union had six grievances before me for this Grievor and two were dismissal for accumulation of demerits. The Company requested separate decisions for each

grievance. The Grievor was dismissed a second time for a rule violation. Remedy will be addressed in my next and final award involving this Grievor.

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

Dated this 10th, day of May, 2022.

Tom Hodges
Arbitrator