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IN THE MATTER OF AN ARBITRATION

BETWEEN

HENDRICKSON SPRING - STRATFORD OPERATIONS

(THE EMPLOYER)

AND

UNITED STEELWORKERS OF AMERICA
LOCAL 8773

(THE UNION)

AND IN THE MATTER OF THE GRIEVANCE OF
ADAM BAULK - TERMINATION

ARBITRATOR: K. A. HINNEGAN

APPEARANCES:

FOR the EMPLOYER:

TED J. KOVACS, SHELLEY MAYER & Others

FOR the UNION:

MATT McKEEVER, DUANE STEINMETZ & Others

HEARING HELD at STRATFORD, ONTARIO, on DECEMBER 15, 2014



325-0054

Rel # 17133

AWARD

The material facts in this matter are agreed by the parties.

The Grievor, a Furnace Line Operator, was employed from May 29, 2011, until October 2, 2014, the date of his termination for breach of the Employer's Attendance Policy and a Last Chance Agreement dated February 25, 2014, providing as follows;

" Re: Last Chance Agreement

As one final effort to significantly improve upon your work attendance record and preserve your employment with the Company, this " Last Chance Agreement " is being offered to you. The terms and conditions of this agreement are as follows :

1. You may have no unexcused absences (acceptable absences as defined in the Work Attendance Policy and Program) through to and including August 25, 2014.
2. You may have no tardies or leave earlies (without permission) through to and including August 25, 2014.
3. You will report to work each and every scheduled work shift (including overtime) and remain at work until the end of the shift.
4. From August 26, 2014, until February 26, 2015, you will be permitted a maximum of eight (8) hours of unexcused time.

Failure to accept and sign a ' Last Chance Agreement ' will result in immediate termination for excessive absenteeism. "

That agreement was signed on February 27, 2014, by the Grievor, the Union and the Employer. Such a Last Chance Agreement is part of this Employer's Work Attendance Policy and Program, which has been found by various arbitrators to be a " relatively sophisticated, well thought-out, fair policy ". (Arbitrator Ian Hunter – D. Overboe grievance – September 30, 2005).

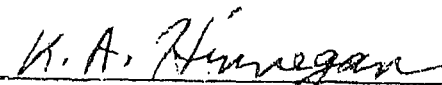
During his approximately three (3) years of active service with this Employer, the Grievor

was in breach of the attendance policy at various times, resulting in the Last Chance Agreement set out above. Subsequent to that, on May 1, 2014, there was a further discussion with the Grievor with respect to his continuing attendance problem and management put in place a requirement that he was to contact Ms. Mayer, Human Resources Manager, in any cases of emergency and that he would need satisfactory proof to excuse any absence.

During the last week in September of 2014, the Grievor was again in breach of the Attendance Policy and the Last Chance Agreement on at least two occasions, resulting in the termination of his employment on October 2, 2014.

There being no reasonable basis offered to justify an arbitrator interfering with that management decision in the circumstances here, the grievance is dismissed.

Dated - January 7, 2015


K. A. Hinnegan - Arbitrator