

**IN THE MATTER OF AN ARBITRATION**

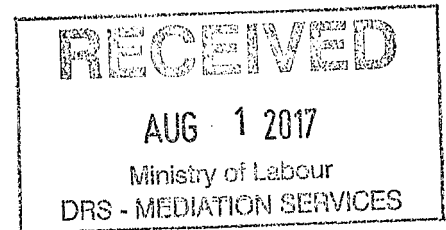
**BETWEEN:**

**ROBINSON SOLUTION INC.  
(Hereinafter called the "Company")**

**-and-**

**UNIFOR, LOCAL 2163  
(Hereinafter called the "Union")**

**GRIEVANCE OF TIMOTHY LONGLADE  
(Hereinafter called the "Griever")**



**ARBITRATOR: W.B. Rayner**

**APPEARANCES:**

**For the Union: Luis Domingues**

**For the Company: Hugh Dyer**

**Hearings Woodstock May 24<sup>th</sup> and July 10, 2017**

**AWARD**

The griever was discharged on February 20, 2017 because of an alleged incident involving a co-worker on February 16, 2017 involving the use of a piece of equipment both workers used during their shift. The griever was working under the terms of a last chance agreement which was to run until August 14, 2017. Under its terms if the griever violated "any of the company policies during the term of (the) agreement" he would be immediately dismissed. The Company determined that the incident of February 16 was such a violation of its policies, invoked the agreement and dismissed the griever.

I heard extensive opening statements from both sides and heard the Company's case in chief. I then conducted a view of the area where the incident occurred. After the view, I suggested to both parties that it would be in everyone's interest to attempt a resolution by agreement and directed them to engage in settlement discussions. They did so and reached an agreement upon which I could base an award.

I do not propose to outline any of the evidence that I received because such a review would not be helpful.

The grievor is to be reinstated July 31, 2017, with full seniority but without compensation. He is to be reinstated to his former position on the night shift and thus he will start work on the night of July 30. The grievor will be working under a "last chance" condition which will be in effect until December 31, 2017. If the grievor engages in any misconduct that would warrant any meaningful discipline he will be subject to immediate dismissal. I shall remain seized of the matter until the expiry of the last chance condition and if I determine that the condition has been breached I shall uphold the grievor's dismissal.

**Dated at Grand Bend July 21, 2017.**

A handwritten signature in black ink, appearing to read 'W. B. Rayner', with a stylized, cursive script.

**W. B. Rayner**