

IN THE MATTER OF AN ARBITRATION

BETWEEN:

TEAMSTERS LOCAL UNION 847 (the Union)

AND

MAPLE LEAF SPORTS AND ENTERTAINMENT (the Employer)

Concerning the grievance of Diedre Calle (the grievor)

Appearing for the Union: Lisa Triano

Appearing for the Employer: Andre Nowakowski

Sole Arbitrator: Norm Jesin

Hearing Date: August 23, 2018

AWARD:

The grievance in this case alleges that the grievor was discharged without just cause contrary to the collective agreement of the parties. The grievor was employed as a catering attendant and works with a group of other catering attendants. She was discharged for allegedly violating the Employer's code of conduct regarding bullying and harassment. The grievor denies that she violated the code of conduct as alleged.

In addition the Union alleges that the Employer violated Article 8.04 of the collective agreement which requires that a steward "shall be present at any disciplinary meeting regarding ... suspensions or discharge or any other meeting that could lead to discipline".

At the outset of the hearing the parties agreed that I could determine this grievance through binding mediation-arbitration pursuant to s. 50 of the *Labour Relations Act, 1995*. In discussions with the parties through their counsel, I was provided with a number of documents including the grievance, termination letter, collective agreement and an investigative report prepared by an outside consultant. That report was the result of an investigation initiated by a complaint of alleged bullying by the grievor. The investigation also revealed complaints made by other employees and by the grievor.

I would begin by noting that bullying and harassment constitutes serious misconduct. Every employee is entitled to a workplace free from harassment and bullying and where such conduct exists it can be just cause for immediate discharge. In this case I have considered all of the evidence contained in the report, I have considered all of the information provided to me by the parties through counsel as well as the parties' respective positions with both the merits of

the case as well as the parties' positions regarding the representation issue raised by the Union. Finally, I have also considered the grievor's long service of employment with the Employer (21 years). Having regard to the all of the representations of the parties it is my determination that the grievance should be allowed in part. The grievor is to be reinstated into her former position forthwith without loss of seniority but without compensation. The termination is to be rescinded and to be substituted by a suspension for time served.

The Employer is further directed to implement an in-person training session for all catering attendants regarding harassment and bullying. I remain seized to deal with any difficulties that may arise in the implementation of this award.

Dated this 27th day of August, 2018.

A handwritten signature in black ink, appearing to be 'NJ', is written over a horizontal line.

Norm Jesin