

**IN THE MATTER OF AN MEDIATION-ARBITRATION**

**BETWEEN:**

**TEAMSTERS LOCAL UNION 847**

**and**

**ABC INOAC EXTERIOR SYSTEMS**

**Grievance of Jennifer Jemmison (Termination)**

**Before:** Jesse M. Nyman – Sole Arbitrator

**Appearances**

**For the Union:** Lisa Triano – Counsel  
Fernanda Santos – President  
Raju Abraham – Chief Steward  
Jennifer Jemmison – Grievor

**For the Employer:** Allen Craig – Counsel  
Alycia Riley – Counsel  
Scott Nanson – General Manager  
Shelly Hussain – Human Resources Manager  
Bandeep Grewal – Human Resources  
Ivan Yacoob – Witness

This grievance proceeded to a mediation-arbitration hearing in Toronto, Ontario on January 30, 2020.

1. The employer, ABC Inoac Exterior Systems (“Inoac”) operates a manufacturing facility in Toronto. The union, Teamsters Local Union 847 (the “Teamsters”) represents the production employees employed by Inoac at its manufacturing facility. The Teamsters and Inoac are parties to a collective agreement covering the production employees (the “Collective Agreement”). The grievor is an employee in the bargaining unit.
2. On May 24, 2019 Inoac terminated the grievor’s employment for allegedly violating Inoac’s Violence and Harassment Policy. The incident for which the grievor’s employment was terminated occurred on May 7, 2019. The Teamsters grieved the termination and Inoac denied the grievance. The grievance was referred to me. The parties agreed to proceed by way of mediation-arbitration pursuant to section 50 of the *Labour Relations Act, 1995* (the “Act”).
3. The parties were unable to reach a mediated resolution. Through the mediation process I heard from the relevant witnesses and the parties made full submissions in support of their respective positions. In rendering this decision, I am mindful of

my obligation pursuant to subsection 50(5) of the Act to issue a decision within five days with succinct reasons.

4. Having regard to the evidence of the witnesses, the documents provided and the submissions of the parties, I find that on a balance of probabilities the grievor did engage in insubordinate behavior on the night of May 7, 2019 and that her conduct towards her supervisor was inappropriate and warranted discipline. I do not find, however, that it has been established that her conduct constituted workplace violence.
5. At the time of the incident the grievor had approximately seven years seniority. The only relevant discipline on her record was a verbal warning for insubordination. The grievor has failed to demonstrate that she understands the severity of her actions. Nor has she shown remorse. However, I do not find that her conduct was so egregious that it warranted progressing directly to termination from a verbal warning. Rather, the termination should be substituted for a lengthy suspension.
6. For the forgoing reasons, Inoac is ordered to reinstate the grievor to her former position without loss of seniority or benefits. She is to be placed on the schedule for her regularly scheduled shifts commencing February 10, 2020.
7. The termination on the grievor's record is replaced with a two-week suspension. For the purpose of subarticle 5.13, the two-week suspension is deemed to have been taken on February 10, 2020.
8. In the circumstances, I decline to award back pay. The period of time between May 24, 2019 and February 10, 2020 is deemed an unpaid approved absence, save for two-weeks of that period during which the grievor served her suspension.
9. The grievor was advised that she is expected to follow management's directions, unless they are unsafe, and that if she has a concern, she is to contact the Teamsters and file a grievance if circumstances warrant. If she takes matters into her own hands, she may be subject to further discipline.
10. For the forgoing reasons the grievance is allowed in part. I remain seized of any issues arising out of the implementation of this Award.

DATED at Toronto this 3rd day of February, 2020.



Jesse Nyman  
Sole Arbitrator