

IN THE MATTER OF AN ARBITRATION

B E T W E E N:

TEAMSTERS LOCAL UNION NO. 230

(the “Union”)

-and-

CANROOF CORPORATION INC.

(the “Employer”)

RE: Grievance of Kevin Faudar

**BEFORE: Robert W. Kitchen
Arbitrator**

Appearances for the Union:

**Michael McCreary, Counsel
Dominic Colangelo**

Appearances for the Employer:

**Stephanie Young, Counsel
Carole Hoglund, Director, Labour Relations and Counsel
Tory Brown, Articling Student
Dennis Stacey, Plant Manager
Andrew Yu, Plant Superintendent
Michael Wrobel, Plan Superintendent
Vaishali Nair, Human Resources Coordinator, IKO Brampton, Hamilton &
Ingersoll**

Hearing held in Toronto by Zoom Conference on November 3, 2020 and January 12, 2021.

AWARD

1. On April 1, 2020, the Union grieved that the Employer had violated the collective agreement by terminating the employment of Kevin Faudar (“Faudar”) without just cause. The Union sought an order that Faudar be reinstated without loss of seniority and be fully compensated for all losses incurred.
2. A hearing in this matter was held by Zoom conference on November 3, 2020 at which Faudar was in attendance. It was the position of the Employer that the employment of Faudar was terminated for just cause.
3. At the conclusion of this hearing, the parties, in the presence of Faudar, set the dates of January 12, and 18, and February 1, 2021 for the continuation of the hearing.
4. Faudar failed to attend at the Zoom hearing on January 12, 2021 although given ample time to do so.
5. The Union had made a very significant effort to have Faudar attend at the hearing. The Union had on file a telephone number, a municipal address and an email address as contact information for Faudar.
6. The Union made five telephone calls to the telephone number on record and left messages. Two texts were sent to that number and were marked as delivered. Caitlin Miller, an associate of Union counsel, sent two emails. The first email was sent on January 7, 2021 and the second was sent on January 11, 2021 advising Faudar of the hearing and requesting that he contact Union counsel as soon as possible.
7. Further, Union counsel had a letter delivered by process server on January 7, 2021 to Faudar’s municipal address requesting that Faudar contact Union counsel immediately about his upcoming hearing on January 12, 2021 and providing the coordinates to join the Zoom Meeting. This letter was left in Faudar’s mailbox.

8. The Union made a total of ten attempts to contact Faudar through various means to advise him of the date of the hearing and requesting that he immediately contact Union counsel. However, there was no communication from Faudar in response.
9. Given the failure of Faudar to appear at the hearing, the Union strongly argued that the matter be adjourned. Out of an abundance of caution, it was emphasized that it was a discharge case and Faudar should be given every opportunity to appear and give evidence in support of his position.
10. The Employer objected to an adjournment. It was pointed out that the Employer had appeared with a number of representatives including the plant manager, the human resources manager, two plant superintendents, and in-house and external counsel. The Employer has invested significant time and resources preparing the case. The Employer had already participated in one full day of hearing and Faudar was present throughout.
11. Further, Faudar was present when January 12, 2021 was set for the next day of hearing. Significant efforts have been made to contact Faudar and despite this, he has failed to attend. There is no explanation for his failure to attend.
12. It is submitted that in the circumstances it is unfair to the Employer to adjourn the hearing and cause the Employer to incur further time and resources. It is therefore submitted that the adjournment should be denied, and the grievance should be dismissed.

DECISION

13. January 12, 2021 was the second day of hearing in this matter. Faudar was present throughout the first day and was present when January 12, 2021 was set as the next date of hearing. Faudar was well aware of this date.

14. Further, counsel for the Union has made significant efforts to contact Faudar and advise of the date. However, there was no explanation and no response. The Employer should not be put to further time and expense of preparing for another day of hearing.

15. Having regard to the above, the request for an adjournment is denied and the grievance is dismissed.

Dated at Toronto, January 15, 2021

Robert W. Kitchen

Arbitrator