

IN THE MATTER OF AN ARBITRATION

BETWEEN:

Corporation of the City of Guelph

(The Employer)

-and-

ATU Local 1189

(The Union)

AND IN THE MATTER OF A DISCHARGE GRIEVANCE FILED BY H. REITZES

Ken Petryshen-Arbitrator

APPEARANCES:

For the Union:

Mr. R. Palmer - Counsel
Mr. S. Bate - President
Mr. J. Finoro - Vice-President
Ms. C. Renaud - Financial Secretary
Mr. B. Ariss - Executive Operations Representative
Ms. H. (Sara) Reitzes - Grievor
Mr. C. Khoshou and Ms. J. Spry - Paralegal Students

For the Employer:

Mr. S. Goodwin - Counsel
Mr. M. Ellis - General Manager, Human Resources
Ms. M. Taylor - Labour Relations Advisor
Mr. D. McFarlane - Supervisor
Mr. R. Gerus - Director
Mr. P. Gray - Acting Operations Manager, Public Service

The hearing was held by videoconference on June 1, 2022.

AWARD

[1] The grievance before me dated April 13, 2022, was filed on behalf of Ms. H. Reitzes and concerns the termination of her employment on April 13, 2022, for inappropriate use of a cellular phone during a driver evaluation following a return to work. The grievance filed by the Union alleges unjust discipline contrary to the Collective Agreement.

[2] Having reviewed the documents and after hearing the positions of the parties, I find it appropriate to issue this bottom line decision. Given the circumstances and recognizing that Ms. Reitzes had approximately 15 years of service, and a one (1) day suspension on her discipline record, I am of the view that the appropriate discipline falls short of a termination. However, in light of the events, Ms. Reitzes should receive some discipline on her record. In considering the principle of progressive discipline, in light of all of the relevant factors, I direct that the termination of employment be substituted with a 3-day suspension.

[3] In addition, given that Ms. Reitzes was part way through a return to work plan and during the investigation expressed concerns about her abilities, I am also directing that Ms. Reitzes obtain an update from her physiotherapist and that it be provided to the Employer within the next week from the date of her return to work. In the meantime, the Employer shall reinstate Ms. Reitzes to her previous position on or before June 3, 2022, and provide her with modified duties for up to one week.

[4] Having regard to these determinations, I remit the issue of compensation back to the parties for resolution. In the event that the parties are unable to agree, or there are other issues in relation to the implementation of this award, I shall remain seized.

Dated at Toronto, this 2nd day of June 2022



Ken Petryshen - Arbitrator