

IN THE MATTER OF AN ARBITRATION PURSUANT TO *THE LABOUR RELATIONS ACT*, 1995:

BETWEEN:

TEAMSTERS LOCAL 847 (the Union)

AND

STERICYCLE INC., BRAMPTON (the Employer)

RE: EDWARD ASSANTE (the grievor); Grievance #s 9612, 9583, 9589, 9606, 9600, 9603

Appearing for the Union: Lisa Triano, Counsel

Appearing for the Employer: Clifford J. Hart, Borden Ladner Gervais LLP

Sole Arbitrator: Norm Jesin

Hearing Dates: May 31, 2022; March 16, 2023; May 23, 2024;
March 20, 2025; November 10, 2025; December 9,
2025; April 22, 2026.

Date of Decision June 2, 2026

AWARD:

A. Introduction:

1. The grievor in this case was subjected to several non-disciplinary and disciplinary actions by the Employer from December 23, 2020, culminating in the termination of his employment by letter dated March 24, 2021. There are six grievances before me in this case in which it is alleged that all of the disciplinary actions during this period as detailed below were implemented in violation of the collective agreement between the parties. The Union seeks an order rescinding all the discipline, as well as an order reinstating the grievor to his employment without loss of seniority. The Union further asks that I order the Employer to compensate the grievor for all lost wages and benefits.
2. The grievor was employed by the Employer as a general labourer from 2013 until his termination in 2021. He began his employment as a temporary employee and became permanent in 2014. He worked out of the Employer's facility in Brampton, Ontario.
3. The Employer is engaged in the processing and disposal of medical waste including anatomical waste. Non-anatomical waste is sterilized through a machine known as an autoclave. Anatomical waste, which may include body parts, animal parts and blood, is disposed of by incineration. The waste is generally delivered by truck after which it is off-loaded by the employees and then sterilized or disposed of as required.
4. The Employer's operation is subject to government regulation designed to ensure both environmental and general health protection. The Employer must ensure that waste is disposed of in a process that ensures that all the waste is properly contained and does not

leak into drains or into public contact. The Employer also must ensure that the employees operate safely, always wearing proper personal protective equipment (PPE) to ensure their own safety and the safety of others. Employees receive training on safe practices including the use of proper PPE such as safety jackets and vests, safety gloves, glasses, and ear protection.

5. At the time all of the discipline at issue was imposed, the grievor worked on the day shift, from 7:00 AM until 3:30 PM. His immediate supervisor was Usman Shaibu in the position of Operations Shift Supervisor. Mr. Shaibu worked under the direction of Conan Fonseca, the Operations Supervisor, Incinerator.
6. During the day shift there are 2 scheduled 15-minute breaks and one half hour lunch period. According to the Employer, employees are to take any breaks, including water breaks, bathroom breaks, or cell phone breaks at the scheduled times. That is because disruption in the work time of one employee can affect the ability of other employees to do their work. That does not mean that an employee cannot take a quick comfort break from time to time outside their break time. The Employer insists, however, that breaks outside and in addition to the normal break times, be limited as much as possible.
7. The grievor's record at issue in this case consists of the following:
 - a. December 23, 2020 – Non-Disciplinary Coaching: On December 23, 2020, the grievor was given what was referred to as “non-disciplinary coaching” which was recorded in a letter of the same date and signed by both Mr. Fonseca and Mr. Shaibu. According to that letter, the grievor was observed on five separate occasions during the previous week during which was not wearing required safety glasses. He was reminded in the

letter that he was required to wear safety equipment provided by the Employer at all times while on the plant floor.

- b. January 12, 2021 – Non-Disciplinary Coaching: On this date the grievor received a letter from Conan Fonseca confirming three further coaching discussions held on December 30, 2020, as well as January 4 and 12, 2021. The letter states that the grievor was seen away from his workstation outside in the break room outside his assigned break times. The letter also states that on two or three occasions he was seen on his cell phone. He was reminded that cell phones are not allowed on the operations floor. He was also reminded that pursuant to Article 4.01 of the collective agreement a supervisor must be informed before the employee can leave the operations floor during work time.
- c. January 15, 2021 – Written Warning: In a letter signed by Mr. Fonseca, the grievor was given a written warning for operating his personal phone during safety training. The warning indicated that this conduct reflected a “complete disregard for Stericycle Safety Policy”. The warning indicated that any further violations or deviations from the Employer’s policy could potentially lead to “additional disciplinary action, including up to termination ...”.
- d. February 1, 2021 – 1-day suspension: On February 1, 2021, the grievor received a 1-day suspension for arriving at work without his safety winter jacket. The jacket contains a reflective feature and is provided by the Employer. It is considered required safety clothing that employees must wear for work assignments outside in winter. The grievor claimed that he could not work because he lost his jacket. The suspension

notice, which was issued by Mr. Fonseca, indicated that employees are given a jacket and they are given a personal locker in which they can store their safety equipment. The grievor was required to show up for work and have his PPE available. As a result of his failure to be ready to work, and in light of his previous record including the previous written warning and the previous coaching, the 1-day suspension was issued.

- e. February 10, 2021 – 3-day suspension: On February 10, 2021 the grievor was issued a 3-day suspension for exhibiting a “consistent pattern of you, not Processing/Receiving waste while on the operations floor as needed and on many occasions just simply abandoning your workstation”. The suspension letter noted that his supervisor reported 22 operational concerns spread out over four days. The letter further indicated that the failure to process waste was in direct violation of the Employer’s Environmental Compliance Agreement License with the Ministry of the Environment.
- f. March 1, 2021 – 3-day suspension: The grievor received another 3-day suspension: The Employer alleged that the grievor failed to return from work from an approved absence without authorization. According to the suspension letter the grievor asked Mr. Fonseca if he could delay his return to work from Wednesday February 24, 2021, through the end of that week. His request was denied. On the day he was supposed to return to work he sent a text to his supervisor saying he thought his absence was supposed to be for the rest of the week and he had made other family commitments. He did not therefore report to work as expected. As a result, the suspension was issued.

g. March 24, 2021 – Termination of Employment: On March 24, 2021, the Employer provided the grievor with a letter terminating his employment in response to what it alleged were several Health and Safety violations committed by the grievor on March 22, 2021. The violations alleged consisted of the following:

- Not wearing safety glasses
- Not wearing reflective vest/gear
- Not wearing ear protection
- Failure to report multiple blood spills
- Failure to contain and or clean blood spills.

8. In addition to the above, during the evidence it was disclosed that the grievor had been previously discharged from his employment in the spring of 2020. He was reinstated without compensation after five months by Minutes of Settlement (MOS). In the MOS the parties agreed that the discharge was to be rescinded. Nothing in the MOS indicates whether the period for which the grievor was unpaid should be treated as a period of discipline.

9. In response to the letters outlined above the grievor filed the following grievances:

- a. Grievance dated January 5, 2021 seeking rescission of coaching letter.
- b. Grievance dated January 21, 2021 alleging unjust discipline issued on January 15, 2021.
- c. Grievance dated February 2, 2021 alleging unjust suspension.
- d. Grievance dated March 1, 2021 alleging that the 3-day suspension issued in February was unjust.

e. A further grievance dated March 1, 2021 alleging that the 3-day suspension issued on March 1 was unjust.

f. A grievance dated March 24, 2021 alleging unjust termination.

10. As will be seen below, the grievor disputes many of the allegations contained in the letters of coaching and discipline. Where the allegations are conceded the grievor explains his actions in a manner that disputes that the particular conduct at issue is properly subject to discipline. Essentially the grievor claims that he was a subject of a vendetta by the Employer (Mr. Fonseca in particular) to unjustly establish a justification to terminate his employment.

B. The Evidence:

11. The Employer called both Mr. Fonseca and Mr. Shaibu to establish the allegations of misconduct relied on by the Employer. Mr. Fonseca commenced his employment in December of 2020 as an Operations Supervisor. He remained in that position for one year after which he became the Facilities Manager. He remained in that position for two years. He was employed with the Employer until near the end of 2023.

12. Mr. Fonseca explained that the Employer's facility was the only one of its type in Canada. It was designed and approved by the Ministry of the Environment to sterilize and incinerate anatomical and medical waste. The anatomical waste (consisting of body parts, animal parts and blood) would be disposed of by incineration. The medical waste, which could include needles, sheets, pots and pans and other medically used items would go to a machine called an autoclave for sterilization.

13. Mr Fonseca explain that when he was hired one of his mandates was to enforce safety regulations and policies in the Employer's operation. He emphasized that employees are trained on safety procedures including the use of PPE. He stated that compliance with safety procedures was "non-negotiable". The Employer introduced a safety handbook and a number of safety policies which employees were required to be familiar with. Those policies mandate that PPE which includes safety glasses, coats and reflective vests, earbuds, gloves etc. are provided by the Employer and that employees must wear the PPE provided or approved by the Employer. Mr. Fonseca added that the failure to operate safely in accordance with proper guidelines and procedures could put the Employer's license to operate at risk.
14. Mr. Fonseca explained that that when he started, the grievor was working on the day shift. He introduced the two coaching letters described above. The first was issued to inform him that he was seen on the floor without his safety glasses and to remind him that PPE must be worn on the plant floor or while working. The second coaching was issued, as stated in the letter, to remind the grievor that he was expected to adhere to assigned break times.
15. According to Mr. Consec, the number of disciplinary actions leading to the grievor's termination reflected that the grievor was becoming increasingly defiant and uncooperative. First, he received a written warning for being on his cell phone during safety training. Next, he received a 1-day suspension for being unable to work as he did not bring his safety winter coat to work. Furthermore, he refused to wear a coat offered by the Employer even though those coats had recently been cleaned.

16. The grievor received his first 3-day suspension for a number of operational concerns and his being away from work outside his break times as described in the letter outlined above. His next 3-day suspension was for not being available for work after an approved absence after his request for an extension of that absence had been refused. The grievor was next terminated after he failed to report a blood spill as described in the termination letter. The Employer concluded that the grievor would simply not cooperate in performing his work properly and in adhering to safety procedures. It was therefore determined that the Employer had to terminate the grievor's employment.
17. Most of the observations that led to the discipline described above were made by Mr. Shaibu. The Union chose not to submit Mr. Fonseca to cross-examination.
18. Mr. Shaibu commenced employment with the Employer in 2008. He became a supervisor in 2010. Mr. Shaibu testified that employees were expected to take water and bathroom breaks during assigned break time. Otherwise, the flow of work could be disrupted which would impact the work performed by other employees in the plant.
19. Mr. Shaibu testified that he was the one that reported many of the incidents resulting in the discipline issued to the grievor. Mr. Shaibu was the one who offered the grievor a clean coat when the grievor came to work without his safety coat. The grievor refused to wear the coat resulting in a 1-day suspension.
20. Mr. Shaibu reported the events leading to the 3-day suspension issued on February 10, 2021, including the 22 operational concerns referred to in the letter of suspension. Mr. Shaibu testified that he had observed the grievor fail to process waste in a timely manner. There were numerous instances that the grievor had abandoned his workstation, or

simply work at a very slow pace. These are matters that had been discussed with the grievor during previous coaching.

21. Mr. Shaibu described the events that led to the termination of the grievor's employment.

He stated that on that day a truck had delivered anatomical waste to the plant and the grievor was assigned to offload it from the trailer on which it had been delivered. Mr. Shaibu noticed a trail of blood emanating from the trailer. He followed the trail of blood to a staging area where the blood was flowing toward a nearby drain. There was sufficient blood that footprints could be seen in the blood. That area was two docks away from the source of the flow. Mr. Shaibu emphasized the seriousness of the situation by pointing out that it was paramount to ensure that the blood did not enter the drain. That is because the blood could be contaminated and could thereby threaten public safety by entering the drainage system. He therefore retrieved some towels to stop the blood flow and then had the skid moved from the staging area away from the drain in order to isolate the skid. He then instructed the grievor to remove the leaking skid for disposal.

22. Mr. Shaibu explained that the grievor did not initiate the clean-up. Rather, he instructed the grievor to finish the clean-up. According to Mr. Shaibu, the amount of blood was greater than in a typical spill and it was unlikely that it would not have been noticed by the grievor. Still the grievor did not report it as he would be required to do and did not initiate clean-up until he was instructed by Mr. Shaibu. In addition, Mr. Shaibu had to stop work during the clean up to ensure that others did not encounter the spill.

23. Mr Shaibu added that when he encountered the grievor that day the grievor was not wearing his safety glasses, his safety vest or proper ear protection. This was despite past coaching and clear policies regarding the required use of PPE while on the plant floor.
24. In cross-examination Mr. Shaibu was questioned as to why he did not produce a video of the events regarding the blood spill. He replied that he was an eyewitness to those events and he deemed that to be sufficient. Furthermore, it was asserted that no video evidence was available. There was no cross-examination challenging the reason as to why the video evidence was unavailable.
25. The Union called the grievor to testify. He explained that he commenced employment with the Employer in 2013 as a temporary worker and became permanent in 2014. He was employed on the night shift until the fall of 2020, after which he moved to the day shift commencing at 7:00 AM. At the outset of his testimony, he asserted that he wore his safety glasses every day and that he wore his reflective vest on the day of the blood spill. He does not dispute the allegation that he did not wear ear protection on the day of the blood spill, but he claims that the requirement to wear ear protection was never enforced.
26. Regarding the written warning the grievor received for being on his cell phone during training, the grievor did not deny that he was using the phone during training. Instead, he stated that the training session had gone beyond the end of his shift and he felt it was necessary to answer an incoming call from his child's mother even as training was still ongoing.
27. He testified regarding the incident leading to his 1-day suspension over his failure to bring his safety coat. He acknowledged that he did not have the coat that had been provided to

him by the Employer. As it was a cold day, he needed a coat to perform his assigned work of offloading trucks. He acknowledged that he was offered an alternate coat but claimed that the coats were filthy and unclean. Because of the prevalence of covid, he did not think that he should be forced to wear someone else's coat.

28. The grievor testified about the events leading to his 3-day suspension on February 10, 2021. The grievor does not deny that he was not processing waste as alleged in the letter of suspension. Instead, he stated that he had a migraine headache that day and was unable to perform all his assigned work.

29. The grievor tried to explain his absence which resulted in the 3-day suspension of March 1, 2021. He claimed prior to that date he was at home because of a potential exposure to covid. He was told to stay home for seven days. His scheduled return to work date was February 24, 2021. He claimed he did not understand that the seven days were to run from the date of the potential exposure and not from the date of the call with the Employer telling him to isolate. As a result, he thought he was off until the end of the week in question rather than required to return mid-week. Once it became clear that he was to return on the Wednesday he informed the Employer that he had parental obligations as a single father and could not return until after the end of the week.

30. Regarding the general issues of taking breaks outside of assigned break times the grievor simply stated that he thought he should be able to go to the bathroom or get some water whenever he felt the need arose. He put forward no medical or other evidence, suggesting why he would need to take such breaks more often than during the regular assigned breaks.

31. Regarding the events surrounding the blood spill, the grievor claimed that the spill was only a trickle of blood and was nothing out of the ordinary. He stated that there was no visible “footprint” in the blood as alleged. He disputed the characterization of the spill as a serious event and stated that such spills are common. Indeed, he stated that they were so common that you don’t have to report them – “you just clean them up”. The grievor said he was unaware of any policy requiring an employee to report blood spills. He stated that in fact he initiated the clean up of the spill, although in cross-examination he acknowledged that he was asked to clean the spill after he reported it. Regarding his failure to wear PPE he acknowledged that he may have left his safety vest in his truck.
32. During the course of the grievor’s examination it was disclosed that the grievor recorded a discussion he had with Mr. Shaibu surrounding the allegation that he had taken too many unauthorized breaks and that he had on occasion failed to process waste as required. A transcript of the conversation was entered into evidence. It is clear from the transcript that the grievor was becoming concerned that he was in danger of being terminated. In the transcript the grievor was questioning why he could not attend on a bathroom break or water break when needed. Mr. Shaibu responded more than once that the Employer was concerned mainly with the frequency with which these breaks were observed. At one point Mr. Shaibu asked if there was a medical reason as to why the breaks were so frequent. No suggestion of any medical reason was offered.

C. Positions of the Parties:

33. Counsel made the following general points in support of the Employer's position that all of the discipline issued, including the termination of the grievor's employment, was justified.

- a. The adherence to safety restrictions and policies is paramount generally, but in this workplace in particular. This point is not vigorously contested by the Union. Nor does the grievor contest that he has received training and was generally aware of the Employer's safety policies.
- b. The Employer had established the factual allegations regarding the grievor's conduct contained in the various disciplinary letters. In that regard, where there is conflict between the testimony of the grievor and the testimony of the Employer witnesses, the evidence of the Employer should be accepted. This pertains both to his refusal or failure to comply with safety regulations and his overall unwillingness to perform his work as required. This includes his taking numerous breaks outside normal break times, his unauthorized failure to return to work when required after a period of covid isolation, and his overall failure to perform his work in a timely way. The Employer asserts that its evidence should be accepted in its entirety.
- c. In light that significance to adherence to safety in this plant, the failure on the part of the grievor to continually follow safety protocols, together with his general failure to comply with the Employer's rules and policies justifies all the discipline imposed, including the termination of his employment. Counsel for the Employer submitted a number of authorities on this point including: *Lac Des Iles Mines, Ltd v United*

Steelworkers, Local 9422, unreported, January 13, 2017 (Marcotte); *Stericycle ULC*, unreported, January 24, 2023 (Albertyn)

34. I will deal with each of these three points in turn:

a. Safety

35. Counsel for the Employer noted first that Mr. Fonseca was brought into his position with the Employer in late 2020, to focus on the enforcement of safety regulations and policies in the plant. Nothing in his evidence suggests that he had any agenda to set up a termination of the grievor's employment. Rather his efforts were in keeping with the focus on the government regulations that the Employer was operating under. The Employer gave every opportunity to encourage the grievor to comply with the Employer's safety requirements through coaching and then through progressive disciplinary intervention. Unfortunately, the grievor's response reflected defiance and a refusal to take the Employer's efforts seriously.

36. Counsel noted that the grievor was routinely observed without proper PPE while he was working. He did not take care of his own PPE. He came to work on one occasion without his safety coat. He refused a clean coat offered to him and was therefore unable to work. During the events on the day of the blood spill, he was again observed without proper PPE and conceded that he had left his safety vest in his truck instead of wearing it.

37. More significantly, according to Mr. Shaibu, he minimized the extent of the blood spill and did not report it or begin to clean it up until he was instructed to do so by Mr. Shaibu. By the time the grievor was terminated it became clear to the Employer that

the grievor was unwilling to make sufficient effort to comply with the Employer's safety policies.

b. Credibility

38. Counsel for the Employer submitted that both Mr. Fonseco and Mr. Shaibu presented themselves as credible witnesses. Mr. Fonseco was hired after the grievor was terminated and reinstated in 2020. He was brought in to enforce safety regulations in the plant. He would not have any reason to fabricate a case for termination of the grievor. Indeed, Mr. Fonseco was not cross-examined by the Union.

39. Similarly, Mr. Shaibu's evidence was also given in a clear and forthright manner. He observed numerous occasions when the grievor neglected to adhere to safety regulations regarding PPE even though he was aware of those requirements. Instead, he either provided excuses for non-compliance or suggested without any corroborating evidence, that certain safety standards were not routinely enforced. With regard to his frequent breaks outside the assigned break times, the grievor did not dispute the evidence regarding the frequency of those breaks. He simply made excuses as to why he took them.

c. Justification for Discipline:

40. It was the Employer's contention that the Employer properly tried to correct the grievor's conduct – first with non-disciplinary coaching, and then with progressive discipline beginning with a written warning and progressing to a 1-day and then two 3-day suspensions before ultimately terminating the grievor. Each of these steps, according to the Employer were reasonable in the circumstances and the termination

was properly based on the Employer's conclusion that the progressive disciplinary steps were not having the desired effect. This was compounded by the grievor's continued failure to take any responsibility for his actions. The grievor acknowledged that he was trained and the Union accepts the importance of safety in the plant. Yet he acknowledges being on his cell phone during training, and, on occasion, concedes that he did not always have the requisite PPE. There was always some excuse as to why he did not have his PPE – either he lost his jacket, or he left his vest on the truck, or certain requirements were not routinely enforced. He never took responsibility or did anything to suggest that his performance would improve. In these circumstances the discipline implemented up to and including discharge was justified.

41. It was the position of the Union that the grievor was unfairly made a target by the Employer after the grievor had been reinstated following his earlier discharge in 2020. Counsel submits that the Employer regretted reinstating the grievor. The Union further asserts that Mr. Fonseco was engaged in building a case to terminate the grievor's employment. Counsel reiterated some of the excuses made by the grievor for various infractions. Counsel justified the grievor's use of a cell phone during training by stating that the grievor was dealing with a family matter.

42. Regarding the allegation of excessive breaks, counsel asserted that the grievor took breaks to use the bathroom or to get water and took them at times in which he determined that the impact of those breaks would be minimal.

43. Regarding the incident in which the grievor failed to bring his coat to work, counsel submits that the Employer could have assigned him to other work inside where a coat

would not be required. Instead, the grievor was forced to go home because, in his view, the coats that were offered were “filthy”.

44. Regarding the Employer’s assertion that the grievor was not wearing his safety vest on the day of the blood spill, counsel excused that by stating that the grievor had simply forgotten his vest in his truck.

45. Although the grievor acknowledged his awareness of most of the safety rules at issue the grievor claims there was no policy that blood spills had to be reported.

46. In all of these circumstances the counsel submitted that the discipline imposed – including the termination – was not justified and should be rescinded. Counsel requested that the grievor be reinstated with compensation.

47. Finally, counsel asserts that if I were to find that any of the disciplinary responses imposed were unjust then the termination should be rescinded and replaced by a lesser penalty. The Union alternatively submitted that in any event, even if I were to accept some or all the factual allegations made by the Employer, that the discipline imposed, including the termination, was too harsh and that a lesser penalty should be substituted. Counsel relied on a number of decisions, including the Stericycle decision of arbitrator Albertyn cited above, as examples of cases in which penalties other than termination for substituted for safety infractions.

D. Decision

48. Dealing first with the issue of overall credibility, where the evidence is in conflict, I prefer the evidence of Mr. Fonseco and Mr. Shaibu over that of the grievor.

49. First, there is no evidence – other than the number of disciplinary actions taken between December 23, 2020 and March 24, 2021, to support the submission that the Employer made the grievor a target for discipline. Rather, the number of disciplinary actions more likely reflect the grievor's overall defiance of the Employer's efforts to to have the grievor adhere to its policies.

50. I accept that the grievor's evidence throughout suggests defiance and opposition to the goals that the Employer was trying to achieve. Numerous examples in the evidence support this conclusion. In the case of the grievor's use of his cell phone during training, the grievor does not dispute the allegation. Instead, the grievor tried to justify his use of the phone by stating that training went beyond end of his shift. The grievor did not ask to be excused nor did he ask for permission to check his phone. The grievor's focus should have been on the training. It was not. The written warning issued for that infraction is therefore justified.

51. Another example concerns the suspension for not having the required winter coat provided by the Employer. I accept the Employer's evidence that the coat they then offered the grievor had been cleaned and could have been worn. But the real issue is that the grievor was required to attend work with his safety winter coat. He did not. In light of his previous record, he received a 1-day suspension. That suspension was reasonable in light of the evidence presented and the previous record.

52. The evidence surrounding the 3-day suspension issued February 10 for operational concerns and abandonment of his work outside break times, again reflects the grievor's defiance of the Employer's policies. The grievor suggests that he should be

allowed to take breaks when he determines the need to do so and not necessarily during assigned break times. The evidence establishes that the Employer was concerned about the frequency of those breaks. The transcript of the recording made by the grievor of his conversation with Mr. Shaibu indicates that Mr. Shaibu invited the grievor to inform him whether he had a medical condition which supported the need to take such frequent breaks. None was offered.

53. In addition, the evidence confirms that Mr. Shaibu observed the grievor failing to work at an appropriate pace as part of the 22 operational concerns observed by Mr. Shaibu. Taken together, the evidence reflects, in my view, the unwillingness of the grievor to get his work done in a timely way. This, together with his frequent and unauthorized breaks, justified the imposition of the 3-day suspension.

54. The evidence regarding the 3-day suspension for not attending work again reflects grievor's unwillingness to accept the Employer's authority. According to the letter of suspension, the grievor was to be off until February 24, 2021 (a Wednesday). According to the letter of suspension the grievor had previously asked Mr. Fonseco to extend his absence until the end of the week. This request was denied. On the morning of his scheduled return the grievor sent a text to Mr. Shaibu telling him that he thought he was to be off the whole week and had made other family commitments for the rest of the week. If he had made other commitments, it was not clear why this was not disclosed until the morning of his scheduled return to work. In any event, he was not at work on the date of his scheduled return.

55. Taken at its worst, the evidence reflects as suggested by the Employer in its letter, an intention to deceive and a failure to accept the authority of the Employer. Even taking the evidence at its highest, the evidence reflects a negligent inattention to the grievor's obligation to attend work when scheduled. Either way, the 3-day suspension imposed is justified.

56. Finally, as indicated, I have accepted the evidence of Mr. Shaibu surrounding the blood spill where that evidence is in conflict with the grievor's evidence. I accept that the blood spill was far more serious than the grievor treated it. I accept that that it was significant enough that footprints in the blood could be observed. I accept that the trail of blood was close enough to the drain that it posed a potential hazard to the public. I accept the evidence of Mr. Shaibu that the grievor did not begin to clean it up until instructed to by Mr. Shaibu. I also accept that the spill was significant enough that it should have been noticed by the grievor and reported and dealt with before Mr. Shaibu became involved. It is true that the evidence disclosed that there is no written policy regarding the reporting of blood spills. But I accept the evidence of Mr. Shaibu that employees have been told to report blood spills. In any event I accept that the spill was significant enough that it should have been noticed and dealt with immediately. Counsel for the Union suggested that there could be some malfeasance on the part of the Employer in not having a video available. There is no evidence to support that submission.

57. The evidence regarding the spill is compounded by the fact that the grievor was observed again without wearing all of his PPE on that day as required. Again, all of this

reflects either inability or unwillingness on the part of the grievor to give the required attention and effort in the performance of his job.

58. I have reviewed all of the jurisprudence relied on by the parties. The jurisprudence relied on by the parties supports the proposition that breaches of safety policies and rules constitute misconduct justifying significant discipline. For example, in *Lac des Iles Mines LTD.*, arbitrator Marcotte relied on and adopted a number of authorities that stand for the proposition that absent mitigating factors, discharge is a justified response to breaches of safety policies, particularly where the grievor does not take responsibility for the conduct at issue. In his decision in *Stericycle*, arbitrator Albertyn reinstated a driver who had backed up a truck without a spotter. He concluded that the driver was guilty of serious driver negligence and that the Employer had just cause for termination. (See para. 28). However, he decided that he could reinstate the grievor without compensation because the grievor took responsibility for his actions and undertook that he would never back up the truck again without the use of a spotter.

59. In this case I am unaware of any mitigating factors that would justify the imposition of a lesser penalty. There has been no acceptance of responsibility on the part of the grievor for his actions and the evidence does not reflect that he is prepared to accept the authority of the Employer in establishing rules and policies – be they related to safety or otherwise.

60. One may debate whether the seriousness of the safety breaches in this case reach the level in some of the other cases referred to. In my view all safety breaches are

serious and have the potential of impacting on the grievor and others. I also accept that the failure to contain the blood spill was indeed a serious breach and had the potential of causing public harm. In this case it is not just the various breaches in isolation which justify termination. Rather, as stated earlier, the record and the pattern of breaches reflect a refusal to conform to the rules and policies imposed by the Employer pursuant to its inherent management rights. That refusal pertains to the Employer policies designed to enhance the safety of its operation, but also those rules and policies designed to facilitate the overall operation of its business.

61. In light of the foregoing, it is my determination that the discipline, which is subject of the grievances before me, including the termination of the grievor's employment, is justified. The grievances are therefore dismissed.

Dated at Toronto this 2nd day of June 2026.

A handwritten signature in black ink, appearing to be 'NJ' with a long horizontal stroke extending to the right, positioned above a solid horizontal line.

Norm Jesin, Sole Arbitrator