

CANADIAN RAILWAY OFFICE OF ARBITRATION

& DISPUTE RESOLUTION

CASE NO. 4331

Heard in Montreal, July 10, 2014

Concerning

VIA RAIL CANADA INC.

And

UNIFOR

DISPUTE:

Discharge of Mr. NL for alleged irregular time reporting as well as time theft from July, 2013 until the present and also for alleged breach of security at the Toronto Maintenance Centre for the same period.

UNION'S EXPARTE STATEMENT OF ISSUE:

It is the Union contention that discipline in this case is unwarranted, excessive and that the Corporation is in violation of Article 24.1, 24.2, 24.5, 27.12 of the collective agreement #1 and Section 5(3) of the Personal and Electronics as well as Section 4.2 4.8 and 4.9

The Union requests immediate reinstatement of Mr. NL with full seniority; and reimburse him any and all lost wages and benefits in a make whole fashion.

The Corporation disagrees with the Union and denied the grievance.

FOR THE UNION:

(SGD.) R. Fitzgerald

National Staff Representative

FOR THE COMPANY:

(SGD.)

There appeared on behalf of the Company:

M. Boyer	– Senior Advisor, Labour Relations, Montreal
B. Blair	– Senior Advisor, Labour Relations, Montreal
L. Calhau	– Senior Manager Customer Experience, Toronto
L. Selesnic	– Manager Customer Experience, Toronto
M. Martens	– Senior Advisor Employee Relations, Montreal
S. Centoni	– Student, Labour Relations, Montreal

There appeared on behalf of the Union:

R. Fitzgerald	– National Representative, Toronto
D. Andru	– Regional Representative, Toronto
N. L.	– Grievor, Toronto
J. L.	– Observer, Toronto
V. B.	– Observer, Toronto

AWARD OF THE ARBITRATOR

The grievor was assessed sixty demerits for his alleged time theft, irregular time reporting, and breach of security at the Toronto Maintenance Centre (TMC). The facts pertinent to the this grievance are identical to those reviewed in the grievance of employee JL in CROA&DR 4330, and need not be repeated here. Suffice to say that I am satisfied that the allegations against the employee NL are made out on the evidence and that he was deserving of a serious form of discipline.

Having regard to the grievor's twenty-nine years of prior service to the Corporation, for the reasons touched upon in CROA&DR 4330, I am satisfied that the grievance should be allowed, in part. The Arbitrator directs that the grievor be reinstated into his employment forthwith, without loss of seniority and without compensation for any wages or benefits lost.

July 14, 2014

MICHEL G. PICHER
ARBITRATOR