IN THE MATTER OF AN INDUSTRY TROUBLESHOOTER
PURSUANT TO THE COLLECTIVE AGREEMENT
AND THE *LABOUR RELATIONS CODE*, RSBC 1996 c 244

BETWEEN:

HOSPITAL EMPLOYEES' UNION

AND:

PROVINCIAL HEALTH SERVICES AUTHORITY

(J. Bains Grievances)

Troubleshooter:	Christopher Sullivan
Counsel:	[redacted]
Date and Place of Investigation:	July 4, 2024, at Burnaby BC
Dates of Written Submissions:	July 19 and August 2, 202
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REPORT

I was appointed industry troubleshooter on May 22, 2024, pursuant to the parties' Collective Agreement, which requires me to meet with the parties, identify the differences between them and investigate the differences. My mandate includes attempting to settle the dispute and, if not, write a report to the parties with recommendations to resolve the dispute.

I met with the parties and investigated the differences and was unable to mediate a resolution. This constitutes my report with recommendations.

This case involves two interrelated grievances filed by the Union on behalf of casual Warehouse Attendant, Jesse Bains, alleging harassment and unjust discharge, respectively. The harassment grievance was filed in late August/early September 2023, the discharge letter was issued on March 4, 2024, and the grievance responding to that matter was filed shortly thereafter.

At all material times the Grievor was a casual employee in the position of Warehouse Attendant at the Employer's Langley Fulfilment Centre, which is the Employer's central warehouse for the Lower Mainland. He was hired into that position on September 20, 2021. He was discharged on March 4, 2024, essentially for filing a harassment complaint that was found by an investigator to have included a bad faith allegation.

In its grievances and submissions, the Union and the Grievor seriously challenge the legitimacy of the harassment investigation and the validity its findings. The Union argues that while it may have been reasonable for the investigator to conclude the Grievor's harassment complaint were not substantiated, none of the complaints were certainly not made in bad faith, and therefore the discharge is based on a faulty foundation and must be fixed by reinstatement and other remedial consequences.

For its part, the Employer argues the investigation and its results were legitimate and gave rise to just cause for discharge. The Employer also argues the Grievor's post-discharge action in distributing the investigation report to others violated the confidentiality attached to such and confirms discharge was appropriate. The Employer emphasizes the fact that the Grievor is a casual employee with not quite two and one-half years' service at the warehouse, and contrasts him with a regular employee with a long or medium length of investment in the relationship.

There are many issues between the parties and they greatly differ on many of the factual circumstances surrounding each issue. The general chronology is as follows.

Information provided by the Grievor indicates, that soon after having been hired, his manager approached him and told him words to the effect that he "should not have been hired".

Subsequently, the Grievor was not given access to shifts in accordance with the Collective Agreement and it was not until the Union grieved that this matter was resolved, with the Grievor being paid about three thousand dollars for the shifts the Union argued he was entitled to.

By late August/early September 2023 the Grievor, who is about 61 years of age, had applied on a number of IT positions at PHSA as an internal applicant but was unsuccessful, despite the fact he has a long career in healthcare IT, having previously been employed to perform similar work by the Fraser Health Authority, and then its successor employer, NTT Data, and he also performed similar work for the First Nations Health Authority up until October 2023 when he resigned due to commuting considerations.

The Grievor applied on about nine PHSA IT department positions in 2022 alone and he continued to apply for such positions in 2023, to no avail. The Grievor pointed out some of the positions were entry-level, and he did not even receive a single job interview, despite the fact he had performed the same work for over two decades with the Fraser Health Authority and its successor, NTT, and also more recently with the First Nations Health Authority, a position he resigned from in October 2023 based on commuting considerations. The Union grieved two or three of the job selections on the Grievor's behalf as representative of all the applications he made for IT positions, and these were being addressed in the grievance process, including one matter that was scheduled for upcoming expedited arbitration.

The information before me reveals that in August 2023, the Employer raised with the Grievor the fact he owned a web address that included the name of the Fraser Health Authority, which he was seeking to sell. The record shows the Grievor sent a letter to the Premier of BC, and to the Fraser Health Authority soliciting the website but they were not interested in negotiating with the Grievor, it appears. The Grievor had owned the web address when he was working at Fraser Health and management there knew he owned such address and never expressed any issues about such, including when he previously sought to sell the web address to Fraser Health and the BC provincial government.

When the PHSA, raised the matter with the Grievor in August 2023, the Grievor became concerned as to what was going on, particularly since the matter was not raised by the Fraser Health Authority when he worked for it. As a result of the discussions regarding this matter, PHSA initially issued to the Grievor a letter of expectation that had disciplinary overtones; however, the Union negotiated removal of the suggestion of discipline, and a rather benign letter of expectation was placed on the Grievor's file.

It was the culmination of these matters that gave rise to the Grievor concluding he was not being treated fairly by the Employer that triggered him filing his harassment grievance at Step 1 on August 25, 2023. The Grievor's email to the Employer provides as follows:

> Please regard this as Step 1 of my grievance under Article 4.02 for harassment.
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> PHSA as my employer has conflated my personally contacting an elected representative on my own time as violation of work policy and as an unstated threat. The employer is using its position to jeopardize my gainful employment for exercising democratic rights. I must emphasize that the email I sent was as a private citizen and has no connection to my employment as a warehouse attendant status whatsoever.
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> If my email had been threatening at all, the premier's office or law enforcement would have already contacted me to address the matter accordingly. I do not believe it is within the employer's jurisdiction to comment on, interpret or intercept any employee's nonwork related communications conducted on their own personal email address with an elected representative.
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> I understand that many employees are held to standards of conduct, but these standards should not override charter rights and freedoms, especially when that conduct is lawful and not related to work whatsoever. In my opinion, the employer is deliberately misapplying its own policy as a way to unfairly target and discriminate against me.
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> I feel you are infringing upon my freedom of speech. Furthermore, PHSA has not presented sufficient justification for initiating an investigation aimed at clarifying how my behaviour has negatively affected their regular business operations or tarnished their public image.

On September 8 or 9, 2023, the Grievor filed his harassment grievance at Step 2 of the grievance procedure essentially alleging the Employer was targeting him, tampering with his

private website negotiations, impeding progression of his career, interfering with his privacy and discriminating against him on the basis of belonging to a racialized group.

The harassment grievance was investigated by an external investigator, [redacted] KC, who issued a document entitled "Summary of Conclusions" on January 9, 2024, which contained the conclusion that all of the separate allegations of harassment were unfounded, and, significantly, that the Grievor's allegations of racism met the definition of bad faith, as per the definition in the Employer's "Fostering a Culture of Respect Policy."

As a result of this finding, the Grievor's casual employment was terminated on March 4, 2024. The letter of discharge referred to the finding that the Grievor had made a bad faith retaliatory complaint, and that the Employer's decision at its core had to do with the Grievor having "eroded the trust required to maintain an employment relationship to a point of beyond repair.

The evidence indicates that a few weeks later, the Grievor wrote to [redacted] and outlined the reasons for him disagreeing with the conclusions reached, particularly regarding the finding of a bad faith allegation. The Grievor copied this letter, together with the investigation report to a number of prominent politicians and union leaders and a prominent member of the media. The Employer takes the position this post-discharge behaviour buttresses the decision to terminate as the Grievor was bound by confidentiality. The Union argues any confidentiality ceased after the Grievor was discharged.

At these proceedings, a great deal of information was proffered regarding the details of the selection cases, the website solicitation incident, and the harassment complaint and investigation. Suffice it to observe the parties have a very different views of what took place and how the entire situation should be dealt with, both from a remedial standpoint and going forward.

ANALYSIS AND RECOMMENDATIONS

As noted at the outset, this case involves two grievances, the first alleging harassment and the second alleging unjust discharge. As made clear from the factual circumstances summarized above, the grievances are interrelated.

In *Wm. Scott & Company Ltd. and Canadian Food and Allied Workers Union, Local P-162*, [1977] 1 C.L.R.B.R. 1, the BC Labour Relations Board set out a three-question inquiry for arbitrators hearing discharge grievances. The first question is whether the Grievor's conduct gave rise to just cause for the imposition of some form of disciplinary sanction. If the answer to this question is affirmative then, having regard to all of the circumstances surrounding the grievance, was discharge excessive? If excessive, what should be substituted as just and equitable?

In the present case, the evidence supports a conclusion that the Grievor's conduct did give rise to just cause for some form of discipline; however, discharge would likely be found to be excessive. On the information before me, the discharge appears to be based on the investigator's finding that the Grievor violated the Employer's "Fostering a Culture of Respect Policy", which expressly contains a definition of a "bad faith" report as including where the complainant knows, ought to have known, or it is readily apparent upon review, that there is no foundation in fact that would suggest a breach of the policy.

Mr. Barager's conclusions regarding his finding of bad faith are contained in the following statement from his January 9, 2024 "Summary of Conclusions":

> In the ensuing correspondence between the Complainant and [redacted] following the August 25, 2023 virtual meeting, the Complainant alleged that PHSA was violating its anti-racism policy by the Respondents' failure to take into consideration his cultural differences and lived experiences as a racialized Canadian. I have found that there was no basis for this allegation whatsoever. I have also found that the Complainant knew that there was no foundation in fact to support his allegation and that it was made in bad faith.

In his submission at these troubleshooter proceedings, the Grievor pointed out Mr. [redacted] conclusions were based on a misreading of what the Grievor stated that led to his conclusion. The Grievor noted:

> The only statement that may be interpreted as bad faith comes from an email I sent to Jim (Tait). It states, "I must also point out that it appears PHSA is violating its own policy in 2.1.2 Anti-Racism, Diversity, Equity, and Inclusion, since I am a racialized Canadian. PHSA is not taking into consideration my cultural differences and my lived experiences while threatening my character and my livelihood for speaking up. PHSA purports to have a 'Speak up' culture, and now my employment is under threat for precisely doing this." In this statement I am not accusing any individual, nor am I stating that PHSA has actually violated the policy. Rather, Geoff overlooked the key word "**appears**." Instead of investigating and stating that he found no evidence to support my suspicions, he changed it to bad faith. At no time have I ever said racism had anything to do with the systemic harassment, but [redacted] had no problem picking out one word. This email was sent two weeks after I filed my harassment grievance so anything after my filing should be a separate investigation not as part of my harassment grievance.

Based on the information before me on this particular topic, which may be different than what was before [redacted], it appears the Grievor has a point about a flaw in the foundation upon which [redacted] concluded the Grievor had acted in bad faith.

This is not to say the Employer was without any cause whatsoever in relation to issuing discipline to the Grievor for filing his unsubstantiated complaints, which appear to be aimed at creating and leveraging some power to obtain his desired position in the Employer's IT department. In his submission, the Grievor stated, and maintains:

> My harassment grievance was specifically aimed at the HR department resulting from a series of incidents, and was not intended to target any individual persons. My complaint was centred around systemic issues rather than a disrespectful workplace environment. These systemic issues have affected my career progression and livelihood.

It has long been recognized that the presumptive remedy for a discharge that has been found to be an excessive disciplinary sanction is reinstatement; however, the law also recognizes that, in exceptional circumstances where the employment relationship has been destroyed, an award of damages in lieu of reinstatement may be appropriate.

It bears noting that, given the vast number of differences in the parties' respective positions, an arbitration of the disputed matters would likely take many days to determine the truth. And after all of that litigation, even if the Grievor was successful and his discharge was found to be excessive, reinstatement would not at all be an appropriate remedial outcome. Given all that has taken place between the parties, the divide in the relationship is too great to be reconciled, and at best the Grievor would be entitled to a remedial award of damages in lieu of reinstatement. The foundation upon which the necessary trust relationship is built has been clearly and unequivocally damaged irreparably.

In *De Havilland v. CAW-Canada, Local 112,* a list of "exceptional circumstances" was compiled by the arbitrator following a thorough review of cases where damages in lieu of reinstatement were appropriate. The arbitrator noted several indicators that an employment relationship may be "totally destroyed":

1. The refusal of co-workers to work with the grievor.
2. Lack of trust between the grievor and the employer.
3. The inability or refusal of the grievor to accept responsibility for any wrongdoing.
4. The demeanor and attitude of the grievor at the hearing.
5. Animosity on the part of the grievor towards management or co-workers; and
6. The risk of a "poisoned" atmosphere in the workplace.

In considering the above factors, an arbitrator's overarching concern is whether the employment relationship is "viable", bearing in mind that each case is to be determined on its

own merits. Suffice it observe there is a high threshold to an assessment of whether "exceptional circumstances" exist, and it is incumbent on an arbitrator to exercise their discretion carefully before awarding damages in lieu of reinstatement.

Objectively, this case is about a casual warehouse employee with about two and one-half years of casual employment, who no longer trusts the Employer's human resources department, and who has given cause for it to no longer trust him. Nothing has happened since the Grievor's discharge to lend optimism to a renewed relationship. The chasm is too great and there is no magic wand to create a workable fix going forward.

If the divide between the parties was not sufficiently great to bridge before the Grievor's termination, it certainly was after he sent his response to the investigator and broadly distributed it, together with the investigation report, including to the media. The Grievor's email highlighted his significant and ongoing trust of the Employer's Human Resources department, and this underscores the practical inability of reinstatement, given the role of that department throughout all aspects of operations, including the Langley Fulfillment Centre warehouse the Grievor was employed at, and also the Employer's IT department, which the Grievor seeks to work for. The Grievor's broad disclosure of his email to [redacted] may or may not have been in conflict with confidentiality commitments; however, they add to the distrust that make reinstatement not viable.

It bears pointing out that while the Grievor did not name specific representatives from the Human Resources department by name in his formal written harassment complaint, the details he provided were centred upon two individuals: [redacted]. In submissions at these proceedings the Grievor indicated there was no individual respondent to his harassment grievance, but rather that it was against the Human Resources department generally for systemically mistreating him. Whether the Grievor's complaint was aimed at individuals, or the department generally, is of little consequence as neither situation provides for room for reconciliation of the employment relationship.

I need not comment on outstanding selection grievances; however, it bears noting the Union indicated it felt it had a very strong case for the Grievor in relation to obtaining a position in the IT department, based on his extensive experience in that area. Suffice it to observe, that after the Grievor was discharged, all of his outstanding selection grievances were put into abeyance pending the outcome of these proceedings.

It bears noting that there is an established process – the grievance procedure – to achieve the outcome the Grievor sought, which was a position in the Employer's IT department. Grievances had been filed and one was slated for expedited arbitration. Rather than allowing that venue to determine the outcome of the Grievor and the Union's claims that he is entitled to such work, the Grievor has taken the extra step of not only seeking to establish his selection case through arbitration, but also going after those (or by extension the department and those in it) who took a position against him.

In addition, the Grievor's discharge grievance was being processed by the Union as well; however, the Grievor has taken a similar approach in disputing the conclusions of harassment investigator by copying an audience, comprised of various politicians, union leaders, and a prominent media personality, with his letter outlining his dissatisfaction and the investigation report, which was arguably confidential.

The email Mr. Bains sent to [redacted], and copied many others, was entitled: "Exposing the SHAM: Seeking Justice and Transparency in Employer-Paid/ Conducted Investigations", and it stated:

> Hi [redacted]
>
> Last month, a PHSA employee with 30 years of service and I were terminated this week following your investigations into our harassment grievances filed against our employer, PHSA. In both cases, you concluded that we had filed these grievances "in bad faith," resulting in the termination of two employees who previously had no disciplinary records. I expect that PHSA compensates you very fairly for your services. However, your purportedly independent investigation appeared to significantly favor the employer, thus jeopardizing the livelihoods of the individuals involved. Before my interview, I was informed that

most, if not all, investigations you have conducted align precisely with the employer's desired outcomes.

My grievance centers on several key issues:

Firstly, I was alarmed by a comment made by my manager, Lance, who relayed that his manager had stated, "Jessie should not have been hired," after my seven days of training. This remark, referenced in your summary of evidence, raises significant concerns. However, it appears that no effort was made to explore the reasoning behind such a statement, which is at the CORE of my grievance. Back in September 2021, after completing my seven days of training, I was not assigned any shifts, leading me to file a grievance. Back in September 2021, after completing my seven days of training, I was not assigned any shifts, leading me to file a grievance. I returned to work 30 days after the end of my training. Additionally, the employer compensated me with $3,300 for lost wages but did not explain why I had not been given work. This lack of investigation suggests a bias, aiming to produce outcomes favorable to the employer rather than maintaining impartiality. I believe this evidence, which seemingly reached me by mistake because it was conveniently not disclosed by the employer, on its own, supports my claim that my grievance was lodged in "good faith." This is especially true given the additional evidence that I feel was downplayed by your summary.

Secondly, my grievance also addresses my repeated failures to secure even a single job interview for the nine internal IT positions I applied for in 2022, and this pattern has continued into 2023. Despite my qualifications and experience gained from 23 years of working in the IT department of Fraser Health, and the fact that during the application process in 2022, I was performing most of the duties listed in the job postings while working in IT for the First Nations Health Authority. Some of these postings were for roles that are nearly entry-level. In 2023, I filed two grievances for not getting a job interview for two IT job postings for which I am more than qualified. Instead, one position was filled by an individual with half my seniority, and the other was hired externally. This ongoing issue forms a substantial part of my complaint, highlighting a significant barrier to my career progression within the company.

Thirdly, my harassment grievance was filed because of a series of incidents from PHSA's HR department that collectively hindered my career advancement, rather than against any individual employees, managers, or directors. My concern extends beyond mere disrespect in the workplace; it encompasses broader issues of how HR practices have adversely affected my opportunities for advancement. Unfortunately, this aspect of my complaint was misinterpreted as a simple issue of workplace disrespect, overlooking the broader implications for my career.

In summary, even if you perceived any comment I may have made unintentionally as being in bad faith, this does not justify your overlooking the

> serious nature of the allegations I made. These were lodged in good faith and supported by evidence provided by my manager. Additionally, the substantial evidence presented regarding the denial of job interviews, thus hindering my career progression, cannot be dismissed as bad faith or used to justify termination. It is disheartening that you have accused me of acting in bad faith, seemingly aligning with what the employer desired, thereby ensuring future contracts for you and your firm at the expense of the working class. This demonstrates a lack of commitment to fairness, transparency and integrity.
>
> The two investigations conducted by the Mitha Law Group, along with potentially many others that I am unaware of, have been sham proceedings. I believe there are significant areas for improvement in how these inquiries are approached. To foster transparency and mutual understanding, I am considering discussing these matters with relevant stakeholders and unions. One suggestion would focus on allowing unions to have a say in the selection of the investigator, similar to how arbitrators are chosen. I hope to engage in a constructive dialogue to address these concerns and ensure fair and thorough investigations in the future.
>
> I am uncertain about the number of individuals who may have been adversely affected during your tenure as Crown Counsel, contributing to your attainment of Q.C. status. However, I cannot overlook the injustice inflicted upon my colleague and me. Your investigations have led to re-victimizing those who were already victims, forcing employees to face a difficult choice: remain silent or risk their livelihoods by filing a complaint. Employers, with your assistance, have weaponized the so-called "disrespectful workplace policy" to silence their workers.
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> I have no reason not to publicly share Mitha Law Group's reports with anyone I choose, and so I have attached them to this email in the interest of public awareness of how a person such as myself acting in good faith raising a concern, can have their concern used against them to terminate their employment.

I appreciate the Grievor's frustration from being discharged from employment; however, [redacted] did not, it appears, make any recommendation regarding what, if any, discipline would be meted out by the Employer. I may be wrong on this matter, but I have no information before me revealing as much.

I pause to add that the Grievor appears to make some good points in his email; however, at the core of it he was alleging an improper investigation took place and that [redacted], the law firm he works at, and the Employer, were complicit.

To be clear, the Grievor's grievances were being addressed by the parties in the grievance procedure, with one of the cases being scheduled for expedited arbitration and, rather than awaiting the result of such adjudication, which would have taken into account his extensive experience in IT and his status as an internal applicant, the Grievor has gone outside the agreed upon dispute resolution process and has engaged the attention of a number of prominent individuals to air his complaints.

While the Grievor's letter to [redacted] occurred after he was discharged and may or may not therefore be captured by any confidentiality provision, it is relevant insofar as it goes to the heart of the trust relationship between the parties, and it shows the Grievor is prepared to publicly go after individuals who he feels are treating him unfairly, whether or not he is in fact being treated unfairly. To be clear, this manner of responding to individuals one does not agree with – i.e. sending an email to them and copying politicians, union officials and a media personality – appears to be a tactic by the Grievor, perhaps to deter people from making decisions against his interest or comments he does not agree with. In any event, this was not the first time he took this approach and will likely not be the last. While the use of such tactic in any given case may or may not be inappropriate, in the present case the tactic has inflamed matters, and has highlighted fundamental and irreconcilable trust issues between the Grievor and the Employer's Human Resources department.

Having made these observations, this is one of those unique cases where reinstatement is not an appropriate remedial outcome, particularly given the Grievor's status as a short-term casual employee, with little investment in or established trust with this Employer to draw from. Given the nature of the Grievor's continuing complaints against the Human Resources department, there is no practical basis upon which the employment relationship can be resurrected.

It bears noting that damages in lieu of reinstatement are not comparable to pay in lieu of notice at common law. Pay in lieu of notice at common law is intended to compensate a discharged employee for the amount of time they require to find a reasonably comparable alternate position. Damages in lieu of reinstatement, on the other hand, are intended to

compensate a dismissed unionized employee for the loss of all the benefits they enjoyed under the collective agreement.

In calculating damages in lieu of reinstatement, arbitrators are to consider all of the relevant surrounding circumstances. Damages awarded will therefore reflect the seniority that the grievor had accumulated prior to their termination, as well as the fact that the grievor may have continued to work for the employer for a lengthy period of time had they been reinstated.

A significant difference between damages in lieu of reinstatement and a calculation of notice at common law is the consideration given to earnings in mitigation. Unlike at common law, arbitrators are not obligated to provide a deduction for earnings in mitigation. Some arbitrators have taken the position that damages in lieu of reinstatement are to compensate the grievor for loss of benefits under a collective agreement, and accordingly applying mitigation to these amounts is therefore not appropriate. Other arbitrators have found that mitigation earnings should be considered given that the grievor's back pay would have been reduced by their mitigation earnings had they been entitled to reinstatement. The present circumstances warrant no reduction based on mitigation earnings.

Having considered the various factors in the context of the present factual circumstances I accept the Grievor is entitled to an award of damages in lieu of reinstatement in an amount on the high side for these types of cases, and that he should be paid an amount equivalent to two months for each year of his casual service, rounded up to five months' pay at his Warehouse Attendant rate of pay, in addition to any severance he is entitled to under the Collective Agreement, in addition to a 15% gross up representing benefits.

To be clear, the full answer for the Grievor would have been to allow the Union to process his grievances. Two or three of his selection grievances were in the grievance procedure with one grievance being scheduled for expedited arbitration. Subsequent to the Grievor's discharge, the Union filed and was pursuing this grievance and may well have had a reasonable chance of success as it claims. Unfortunately, the Grievor could not help himself as evidenced by his responses in filing a harassment complaint and then later by writing his letter of complaint

to [redacted] and disclosing his view, together with a confidential report, to a number of prominent individuals. By going outside the grievance procedure to pursue his grievances the Grievor appears to be sending a message to those who dare to decide against him.

In his submission the Grievor states: "Allowing the Employer to terminate an employee who did nothing wrong during their employment, and then use a "loss of trust" argument post-termination, would be unjust. My termination was conducted in bad faith, and my post-termination actions, carried out in distress and without harmful intent, should not be used to justify it." The Grievor also writes: "the Employer's bad faith termination should not be rewarded. The sole reason for my termination was that the Employer could no longer deny me a position in the IT department – there was no other justification. The employer terminated me to negotiate a cash settlement instead of granting me an IT position, so it would be unjust to reward the employer's bad faith."

I cannot help but point out that the Grievor is, to a great degree, author of his own misfortune in the way he has chosen to dispute actions or outcomes that he does agree with or believes is not fair from his standpoint. Instead of letting his selection grievances run their course, which may have resulted in him obtaining the IT position he sought, he appears to have unable to help himself from attacking those who he thought was behind the decisions against his interests. His harassment grievance can be viewed as an example of such, and it appears he has taken this same general approach with [redacted] and the Employer by disseminating the investigation report and his email of complaint to an external audience that included high ranking politicians and union officials, the law firm [redacted] works at, and to a local media personality.

Contrary to the Grievor's assertion, an objective review of all the surrounding circumstances, indicates that while his termination may have been excessive, it was not made in bad faith. Clearly the Employer had concerns about the Grievor working in its IT department and may have had questions as to why, if the Grievor was as qualified and competent an IT employee as he said he was, it appears he was having such difficulty in accessing employment in his preferred area, particularly with his purported good service with other health care authorities

and their successor employers. Unable to be hired directly into the IT department the Grievor sought a casual warehouse attendant position so that he could access IT positions as an internal candidate, with access to the grievance procedure to pursue such claims. These were not the types of matters raised the Grievor in his correspondence copied to an audience; however, it is difficult to properly assess this case without mentioning this obvious elephant in the room.

In any event, for the foregoing reasons, I recommend the grievance be fully and finally resolved on the basis set out above: five months' pay plus any severance entitlement under the Collective Agreement and a 15% gross up for benefits.

It is so recommended this 27th day of September, 2024.



Christopher Sullivan