

Publisher's Note

An Update has Arrived in Your Library for:

Please circulate this notice to anyone in your office who may be interested in this publication. <i>Distribution List</i>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

CANADIAN LABOUR ARBITRATION, FIFTH EDITION Donald J.M. Brown and David M. Beatty Release No. 9, December 2024
--

What's New in this Update

This release includes new cases and commentary in Chapter 1 (Arbitration of Grievances in Context), Chapter 2 (Jurisdiction of the Arbitrator), Chapter 3 (The Arbitration Process), Chapter 4 (The Collective Agreement), Chapter 5 (Organization and Direction of the Workplace), Chapter 6 (Seniority), Chapter 7 (Discipline), Chapter 8 (Compensation) and Chapter 9 (Union Rights and Liabilities).

THOMSON REUTERS®

Customer Support

1-416-609-3800 (Toronto & International)

1-800-387-5164 (Toll Free Canada & U.S.)

E-mail CustomerSupport.LegalTaxCanada@TR.com

This publisher's note may be scanned electronically and photocopied for the purpose of circulating copies within your organization.

Highlights

- In *Humber River Hospital* (2024), 363 L.A.C. (4th) 252 (Tremayne) the Arbitrator concluded that the Union’s proposed witness was not qualified to give opinion evidence on a mandatory COVID-19 vaccination policy where he lacked training or experience. The Arbitrator also noted that the proposed witness had a long history of advocating for a specific position calling into question his ability to provide non-partisan evidence or to testify impartially.
- In *University of Guelph* (2024), 362 L.A.C. (4th) 208 (Kaplan) the arbitrator concluded that an expert report was presumptively inadmissible because it was not necessary to assist the arbitrator in understanding concepts of collegial governance and academic freedom, two of the central issues in the grievance. The arbitrator also noted that the expert lacked impartiality.
- In *Air Canada* (2024), 362 L.A.C. (4th) 157 (Gedalof) the issue was whether the Employer had the discretion, pursuant to the collective agreement, to unilaterally reduce the bargaining unit employees’ benefit levels. The arbitrator concluded that reference to “plans” referred to specific plans with fixed benefit levels and that as such, the employer did not have the discretion to reduce benefit coverage. In reaching that decision, the arbitrator concluded that the provision was ambiguous. However, the meaning of the provision was clarified when read in light of an earlier interest arbitration award.
- In *London Health Sciences Centre* (2024), 361 L.A.C. (4th) 227 (Wright) the arbitrator concluded that termination for failing to comply with mandatory vaccination policy was excessive. The arbitrator noted that the Employer did not apply progressive discipline or give the grievor a sufficiently long period of unpaid leave before making the decision to terminate.
- In *Dufferin Peel Catholic District School Board* (2024), 361 L.A.C. (4th) 192 (Beatty), the arbitrator upheld the termination of the grievor where he had engaged in repeated acts of dishonesty including theft of the employer’s property and time theft. The arbitrator noted that the grievor acknowledged his wrongdoing during the investigative meeting but walked his explanations back during the hearing and refused to accept responsibility.