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### **CANADIAN LABOUR ARBITRATION, FIFTH EDITION**

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## What's New in this Update

This release includes new cases and commentary in Chapter 6 (Seniority), Chapter 7 (Discipline), Chapter 8 (Compensation) and Chapter 9 (Union Rights and Liabilities).

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## Highlights

- In *Bartlett v. Deputy Head (Department of Fisheries and Oceans)* (2024), 366 L.A.C. (4th) 111 (Can. F.P.S.L.R.E.B., Knopp), Adjudicator Knopp upheld the termination of the grievor for making death threat towards fellow crew members while deployed on ship in isolated arctic waters. In reaching this conclusion, the Adjudicator held that the grievor's clean disciplinary record should be viewed as the absence of an aggravating factor as opposed to the presence of a mitigating factor.
- In *Inland Concrete* (2024), 368 L.A.C. (4th) 1 (Norrie), Arbitrator Norrie upheld the termination of the grievor due to racist conduct directed towards co-workers. In upholding the termination, the Arbitrator confirmed that racist statements cannot be explained away as mere shop-talk.
- In *Pearson v. Treasury Board (Canada Border Services Agency)* (2024), 367 L.A.C. (4th) 409 (Can. F.P.S.L.R.E.B., Rootham), the Adjudicator Rootham found that the employer satisfied the duty to accommodate the grievor on the basis of family status when it changed the grievor's shifts so that she could meet her legal obligation to care for her children. In reaching this conclusion, the Adjudicator noted that the employer is not required to provide instant accommodation, perfect accommodation or the grievor's preferred accommodation.