

Air Canada and C.U.P.E. (Re)**IN THE MATTER OF AN ARBITRATION BETWEEN AIR CANADA AND CANADIAN UNION OF PUBLIC EMPLOYEES (AIRLINE DIVISION); (Grievance of Howard Young)**

66 C.L.A.S. 93
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Canada
Munroe

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DISCIPLINARY OFFENCES -- Absence without leave -- General -- Grievor employed as flight attendant -- Grievor discharged for failure to report for duty -- Grievor mid-service employee with prior discipline record for missed flights -- Grievor had alcohol problem -- Employer used progressive discipline -- Grievor's misconduct periodic -- No evidence alcoholism significantly incapacitated grievor -- Conduct culpable -- Discharge not excessive, unjust or inequitable -- Grievance denied. (18 pp.)

For the company: Gavin A. Marshall

For the union: Michael A. Church

DONALD R. MUNROE, Q.C. Arbitrator

[1] The grievor in this arbitration is Howard Young. Mr. Young is 35 years old, unmarried and without dependents. For the five years (roughly) preceding his dismissal in July, 2000, he was employed by the company as a flight attendant. The grievor's dismissal is the subject of this proceeding. By agreement of the parties, I was constituted as an arbitration board under their collective agreement to hear and decide the matter.

[2] The event triggering the grievor's dismissal was a missed flight on June 19, 2000. However, that was not the first such occurrence. In the past, the grievor had been given a one-day suspension, a seven-day suspension and a 14-day suspension for the same or similar misconduct. From the company's perspective, the culminating incident on June 19, 2000, was just that: a culminating incident warranting the dismissal of an employee who had not responded appropriately to earlier more moderate forms of discipline.

[3] The union takes a different view. While acknowledging the seriousness of the situation, and the company's attempts at progressive discipline, the union says that the grievor's misconduct cannot be judged to be culpable, or at least not fully culpable. More particularly, the union says that the grievor's apparent irresponsibility was rooted in the disease of alcoholism. Alternatively, if a finding of alcoholism cannot be made, the union says that the grievor at the least had a serious drinking problem which mitigates his culpability - and which the grievor has now successfully tackled. In the result, says the union, the dismissal should be set aside. The remedy sought by the union and the grievor is reinstatement to employment with full seniority, but without back pay. The grievor says that he will accept such conditions on his reinstatement as I may consider appropriate, such as the conditions imposed on the reinstated employee in *Brewers Distributor Ltd.* (1998) 76 L.A.C. (4th) 1 (Munroe).

[4] The background is as follows. The grievor, like all new flight attendants, went through formal training upon being hired. The training includes various references to the need to report for duty on time. Late reporting, or a failure to report, can be not only disruptive to pre-flight procedures, but in some cases can result either in flight delays or the removal of passengers to ensure lawful passenger-to-crew ratios. There is no dispute that the grievor was fully aware of his employment responsibilities in this regard.

[5] The first occasion that the grievor missed a flight was on January 1, 1997. The missed flight was not drawn to management's attention at the time. However, when the infraction later did come to management's attention as the result of a review of the grievor's record, the grievor, upon being asked about it, accepted responsibility and did not seek to rationalize the occurrence. At the arbitration hearing, some rationalization was offered by the grievor. He said that he was on reserve on the date in question, living at Whistler. He said that the call from crew scheduling was at "4:30 or 4:45 a.m." for a 7:00 a.m. flight which was "less than the two and one-half hours' notice" that a reserve flight attendant is entitled to expect; that when the call was received from crew scheduling, it was snowing hard at Whistler (which the grievor described as being roughly a two-hour drive from the Vancouver airport in normal circumstances); that in consequence of those circumstances he told crew scheduling that he would not be able to make the flight. In the result, "...they got somebody else". Missing from the explanation given by the grievor at the arbitration hearing was any reference to alcohol. Also missing from the explanation was any reason why it was not offered to management when the subject of the missed flight was first raised.

[6] On October 4, 1997, the grievor was a "no show" for a scheduled flight. Again, management was unaware of this incident until later review. As the grievor explained when later asked about it, and as he reiterated at the arbitration hearing, he simply misread the pairing for the day. He thought the flight was at 2:00 p.m. when in fact it was at 12:00 noon. To his credit, the grievor does not offer that explanation as an excuse, but simply as a statement of fact. Neither did the grievor mention alcohol as a proximate cause of what happened - either when first asked about the "no show" or at the arbitration hearing.

[7] Approximately one month later, on November 6, 1997, the grievor once again missed a flight. I pause here to note that, depending on the aircraft, flight attendants scheduled to work a flight are required to report for work either 60 minutes or 80 minutes prior to departure. The time spent between reporting for work and flight departure is fully occupied: including the preflight briefing mandated by the Ministry of Transportation; checking the aircraft doors and safety equipment; checking the galley provisioning; and assisting in the boarding of passengers. On November 6, 1997, the grievor missed his flight by five minutes. While driving from Whistler to the Vancouver airport, the grievor had called on his cell phone to say that he would be late but would make the flight. In fact, he did arrive at the airport in time to make the flight, barely, but found that he did not have his MOT pass with him and therefore was delayed at security. His arrival at the flight gate was five minutes after the flight's departure.

[8] This incident did come to management's attention. A meeting was conducted the same day. Present at the meeting were Barbara Williams, the Cabin Personnel Manager; the grievor; and his Union Component President, Larry LeBlanc. The grievor was apologetic; fully accepted responsibility; and said that it would not happen again. In preparation for the meeting, Ms. Williams had reviewed the grievor's record, and had thus become aware for the first time of the two prior incidents. These, too, were discussed.

[9] In consequence of the missed flight on November 6, 1997, the grievor was given a one-day suspension. The discipline letter was in the following terms:

This will confirm our meeting of November 06, 1997, in the presence of Larry LeBlanc, CUPE President, to discuss your unavailability for flight #891 of that day.

En route to the airport for flight 891 you called the comm. centre coordinator to advise that you would "be late" but that you "would make the flight". You did not arrive in time and thus an unacceptable burden was placed on your colleagues. You admitted that you had no excuse whatsoever for this incident.

In the meeting we reviewed your record which shows that there have been other incidents where

you were unavailable for duty. The seriousness of being unavailable and of being punctual cannot be overstated. You have obligations which are clearly outlined in Publication 123 chapter 31.

In the meeting you were remorseful and stated that this situation would not happen again. You gave your commitment that you will be available and punctual for all future assignments.

In consideration of your commitment not to repeat this type of incident, I am limiting your discipline to a one day suspension. You are advised that failure to meet the expected performance standards in the future will result in further disciplinary action up to and including discharge. Please guide yourself accordingly.

You are reminded that you have the right to appeal my decision as per the Collective Agreement.

[10] On March 9, 1998, the grievor missed another flight. The incident report, which the grievor acknowledges to be accurate, stated that the grievor "...called 1:10 minutes prior to departure to say that he was running late and would not make [the] flight". When Ms. Williams learned of this incident, she scheduled a meeting with the grievor to discuss it. The meeting was scheduled for April 5, 1998. Prior to the meeting, two other things happened. First, an in-charge flight attendant informed Ms. Williams that the grievor had smelled of "stale alcohol" when he reported for a flight on March 24. Second, on March 25, the grievor reported for a flight only 20 minutes prior to departure (recall the 60-80 minute rule). All these things were discussed by Ms. Williams with the grievor at the meeting on April 5, which was attended as well by a union representative. As regards the March 9 missed flight, the grievor said that it was entirely his fault, and apologized. In the light of the "stale alcohol" report, Ms. Williams specifically asked the grievor if he had an alcohol problem. The grievor replied that he did not; that it was simply a matter of having partied the night before. As regards the March 25 late arrival (although on time for the flight), the grievor offered no excuses. He gave assurances that he would alter his behaviour and would be an exemplary employee in future.

[11] The result was a seven-day suspension with a warning that "...further incidents of this nature will result in more severe disciplinary action, up to and including discharge". The following is the text of the suspension letter:

This letter will document our meeting of April 05, 1998, in the presence of CUPE representative Owen Grant. The purpose of our meeting was to discuss the following:

- unavailability for duty on March 9, 1998
- reporting for duty smelling of stale alcohol March 24, 1998
- late arrival for flight 202 March 25, 1998

On March 09, you called Crew Scheduling 1 hour, 10 minutes prior to departure of your flight to advise that you were running late and would not make it to the airport for the flight.

On March 24 you reported for duty smelling of stale alcohol.

On March 25 you reported for your flight twenty minutes prior to departure.

These incidents caused disruptions and placed unacceptable burdens on your colleagues and the crew scheduling department.

[12] You agreed in our meeting that the above conduct was far below Air Canada's expected performance standard and you made a sincere commitment to "turn your behaviour around" and conduct yourself in an exemplary manner. I reminded you that on November 6, 1997, you made the same commitment when we met to discuss your unavailability for duty on that day.

[13] In consideration of the above and your previous record, it is my decision to suspend you for a period of seven (7) days. Please be advised that any further incidents of this nature will result in

more severe disciplinary action, up to and including discharge.

[14] You are reminded of your right to appeal this decision in accordance with the Collective Agreement.

[15] The grievor's testimony at the arbitration hearing about the events in March, 1998, was generally to the effect that they were the product of his "Whistler lifestyle" including heavy beer drinking and late-night **partying**, resulting in oversleeping and disorganization. At one point in his testimony, the grievor estimated that he was drinking at least 10 bottles or draft glasses of beer virtually daily. Referring specifically to the March 24 "stale alcohol" report, the grievor said that when he left Whistler at 4:30 a.m. to get to the flight, he was still intoxicated; that the trip from Whistler to the airport was in his car but with a friend driving who also needed to get to Vancouver. He testified that he reported for work in "that condition" because "I'd been-in trouble for missing flights in the past [and] was nervous and scared".

[16] Nothing further untoward happened until February of the following year (about eleven months later). On the night of February 26, 1999, the grievor was on a Calgary layover for a flight the next morning. As the grievor subsequently described to Ms. Williams what happened, he received the hotel wake-up call but went back to sleep. When the grievor awoke, the flight departure time was only 35 minutes away, which was not enough time for the him to get dressed, etc., and get from the hotel to the Calgary airport. In the ensuing meeting with Ms. Williams, the grievor, accompanied by union representatives, said he fully understood the seriousness of his misconduct-going on to say that he should have had an alarm clock with him and not just relied on a wake-up call. The grievor generally acknowledged the onus on him to ensure the necessary arrangements to be awakened and report for duty as scheduled. He said that he would make sure of such arrangements in the future. There was no mention at the time of alcohol.

[17] This was the incident resulting in the 14-day suspension. The suspension letter, which included a strong warning of dismissal in the event of a future like instance, was in the following terms:

This letter will document our meeting held on March 10, 1999, in the Vancouver inflight office. You attended with CUPE Representatives Larry LeBlanc and Sigrum Cowan. The purpose of this meeting was to discuss your unavailability for flight 185, February 27, 1999.

You explained that you had been on a layover in Calgary. On the morning of February 27 you received a wake up call but had gone back to sleep, thus missing your scheduled flight. You accepted full responsibility for this incident and you made a commitment that this would not happen again. You gave your assurance that you will be taking whatever steps necessary to ensure that you will be available and punctual for all future assignments.

I must remind you that you made this same commitment in meetings on both November 06, 1997 and on April 05, 1998; these meetings were also held due to your being unavailable for duty. Your record shows a total of five (5) incidents of this type:

- 01 January 1997
- 04 October 1997
- 06 November 1997; suspension one (1) day
- 09 March 1998; suspension seven (7) days
- 27 February 1999

Considering the circumstances and the history, it is my decision to suspend you for fourteen (14) days. Your record is unacceptable and no further incidents of being unavailable for duty, or incidents of a similar nature will be tolerated. There should be no misunderstanding: barring mitigating circumstances, any further incidents of this nature will result in your discharge from Air

Canada.

You are reminded of your right to appeal this decision in accordance with the Collective Agreement.

[18] In his testimony at the arbitration hearing, the grievor said that in the evening of February 26, 1999, he had gone to a bar across the street from the Calgary Hotel; that "...I was there until it closed, and slept through the 8:00 a.m. wake-up call ...I went back to sleep [after the wake-up call] and missed the flight".

[19] About 15-16 months later, on June 19, 2000, the grievor missed another flight. It was a morning flight which the grievor missed because he slept in. By way of explanation at the ensuing meeting (July 10) with Ms. Williams (attended as well by a union representative), the grievor said that his alarm clock had malfunctioned. As corroboration, the grievor showed Ms. Williams a letter dated July 5 from his landlord saying that a power surge in the main breaker of the apartment building very early in the morning of June 19 had caused various tenants' alarm clocks to reset themselves. The grievor did not thereby seek to excuse his failure to report for his scheduled flight because, as he said at the July 10 meeting, he knew it was his responsibility to have a proper back-up system for waking up. He apologized; he said that he was trying to get better organized in his life; in effect, he sought another chance. No mention was made of alcohol. I might say that by this time, the grievor was no longer living at Whistler, having moved to Vancouver a short while previously.

[20] This was the culminating incident for which the grievor was dismissed. In the parlance of this collective agreement, a dismissal is initially characterized as a "suspension pending discharge". That is how the decision was characterized in the dismissal letter dated July 11, 2000, reading as follows:

This letter will document our meeting held on July 10, 2000, in the Vancouver inflight office. You attended with CUPE Representative Sigrum Cowan. The purpose of the meeting was to investigate your unavailability for duty on June 19, 2000.

You explained in the meeting that there had been an electrical blackout at your apartment in the early morning of June 19, 2000 and thus your electric clock did not awaken you. You submitted a letter from your apartment manager that attested to this power outage. You took full responsibility for missing your flight, indicating that you should have had a back up non-electrical clock.

Your record of being unavailable for duty is unacceptable:

01 January 1997

04 October 1997

06 November 1997; suspension one (1) day-served December, 1997

09 March 1998; suspension seven (7) days - served July 1998

27 February 1999; discipline of fourteen (14) days suspension - served May 1999

At each of our meetings on 06 November 1997, 09 March 1998 and 27 February 1999, you assured me that you would take whatever steps were necessary to ensure that you would be available and punctual for all future assignments. You have not followed through with that commitment.

On March 29, 1999, I issued the fourteen (14) days suspension and noted in my letter to you that "barring mitigating circumstances any further incidents of this nature will result in your discharge". Thus, in consideration of your record, it is my decision to suspend you pending discharge effective immediately.

You are reminded of your right to appeal this decision in accordance with the Collective

Agreement.

[21] At the arbitration hearing, the grievor said that he had returned late to Vancouver from a London flight on June 17, arriving home about 10:00 p.m. The late arrival meant that the grievor was "illegal" for his scheduled flight the next day, so he was put on reassignment. The grievor said that he called crew scheduling a number of times on June 18 to see if he had a flight, finally learning at 10:00 or 11:00 p.m. that he would be working a Halifax flight at 8:30 the following morning, June 19. The grievor went on to testify that he was at a bar the night of June 18 until closing time, then did various things trying to stay awake until his intended 6:30 a.m. departure for the airport. He said he adopted that strategy of "trying to stay up" because of my "tendency to oversleep" and because of the time-zone changes experienced during the London flight. Unfortunately, he said, he fell asleep "...and that night the power went out" causing his electric alarm to fail.

[22] At the conclusion of the meeting on July 10, 2000, Ms. Williams told the grievor that he would be receiving a letter effectively dismissing him from employment. Later that same day, or perhaps the following day, the grievor spoke to Tom Slade, a union officer and EAP referral counselor. The company has a sophisticated employee assistance program (EAP) which is available to employees having personal difficulties. The grievor told Mr. Slade that he would like assistance through the EAP. Mr. Slade made inquiries on the grievor's behalf, seeking particularly an evaluation as to whether the grievor was suffering from the disease of alcoholism. However, the norm is that such assessments are available through the EAP only for employees. By the time the request was made, the grievor was no longer an employee. When this information was given to the grievor, he apparently accepted it, and took no further steps to obtain a professional evaluation. Neither the union nor the grievor made a representation to the company in this period that the grievor's derelictions of duty were rooted in the disease of alcoholism. The first time that anyone represented to Ms. Williams that the grievor had had a "drinking problem" was in or about May, 2001 (about ten months after the grievor's dismissal). The company had received an inquiry from someone looking for the grievor. That inquiry was passed along to Ms. Williams. Ms. Williams was unaware of the grievor's whereabouts or telephone number; in any event the company's policy is not to give out such information, but rather to contact the employee or former employee to allow him or her to respond to the inquiry. The next time Ms. Williams saw Mr. Slade, she asked if he knew how to contact the grievor. In the course of the conversation, Mr. Slade commented that the grievor had been working in a bar but nevertheless had not been drinking. The tenor of the comment was that the grievor had had a drinking problem which he had brought under control.

[23] On that score, the grievor's evidence was that the last time he had consumed alcohol was June 18, 2000 - i.e., the night before the missed flight on June 19 which resulted in his dismissal. That evidence is corroborated by the grievor's friend, Shawn Stephens, whose evidence I accept. Mr. Stephens knew the grievor for the last year or so of his "Whistler days", and has been a close friend of the grievor's since the two of them moved to Vancouver in the spring/summer of 2000. Mr. Stephens witnessed the grievor drinking "excessively" in Whistler bars, and says that since the summer of 2000 the grievor "can't be talked into" having a drink. On the grievor's testimony, which I accept in this regard, his lifestyle is now healthy and productive.

[24] The essence of the grievor's testimony was that he came to the realization on June 19, 2000, that he simply had to change his lifestyle. On that day, he resolved to quit drinking "cold turkey", and he did so. The grievor's testimony was also to the effect that the shock of his subsequent dismissal reinforced his determination to change the direction of his life. The grievor was in some financial distress at the time, which may partly explain his lack of sustained effort to obtain a professional evaluation or treatment plan. However, neither did the grievor pursue low-cost or no-cost assistance like a family physician or Alcoholics Anonymous.

[25] The result is that I am completely without expert opinion, by a medical practitioner or otherwise, in support of the union's and the grievor's assertion of a chemical dependency - i.e., alcoholism - rendering the grievor's dereliction of duty non-culpable. There may well be cases where the facts, coupled with mature human experience, obviate the necessity of expert opinion in support of such assertion. But in my judgment, this case is not one of them.

[26] It is important that alcoholism be regarded by employers and arbitrators as a disease: *Raven Lumber Ltd.* (1986) 23 L.A.C. (3d) 357 (Munroe) and *Brewers Distributor Ltd.*, cited above. But as the cases also make clear, the presence of alcoholism or a "drinking problem" does not automatically preclude the ordinary application of progressive discipline. A question necessarily addressed is whether the evidence of the alleged illness (chemical dependency), as the reason for the employee's actions precipitating discharge, truly does remove the case from the ordinary adjudicative model for dealing with culpable misconduct, and puts the case instead into the non-culpable adjudicative model. The dichotomy is implicit in *Brewers Distributor*: where two employees were dismissed for an alcohol-related offence, but only one was treated as an ill offender and given the benefit of the non-culpable model. The necessity of addressing the question aforesaid is more explicitly noted in cases like *Bullmoose Operating Corporation*, July 2, 1999 (Greyell) and *Fraser Lake Sawmills*, November 15, 2000 (Burke).

[27] The point was made in the *Bullmoose* award in the following terms (see pp. 19-20):

I have considered the relevance of the correspondence from Dr. Barkhuizen, Ms. Smith-Tomlinson and Ms. Fisher to the question of mitigation of penalty. The Union has urged me to take those letters into account and, in particular, to have regard to the fact the Grievor has now, apparently, stopped using marijuana as a coping mechanism. The Grievor clearly had health problems relating to stress and depression for which he was seeking attention in late 1998, and in 1999 to the date of his termination and after. The Grievor described the series of personal circumstances including marital breakdown, court proceedings involving custody of his children, financial issues arising from the sale of his property and issues at work as contributing factors to his stress and depression. For those reasons, he commenced attending his physician in December and was referred to the community mental health services for stress management treatment. Following his termination, he was seen by the addiction counsellor. But there is nothing in the evidence to suggest the Grievor was addicted to marijuana such that he was not acting with a free mind when he took the marijuana onto the Company's property. In fact, the evidence is he was not addicted. He was not being treated for dependency. He was fully aware of his conduct. He was able to successfully restrain himself from smoking marijuana at home. I must conclude from the evidence, he could equally have restrained himself from taking the substance to work. As stated earlier, had the problem been one of addiction, where it could be said the Grievor was not acting voluntarily, the issue may have been treated differently. There is no evidence to suggest the Grievor was addicted to marijuana such that his actions could be said not to have been an expression of voluntary will.

[28] Similarly, in *Fraser Lake Sawmills*, one finds these passages (at pp. 13 and 15-16):

As in *Government of B.C.*, *supra*, the Employer's argument raises the question of "compulsion" associated with a dependency disease and the Grievor's understanding of the nature and quality of his act. In that case, the grievor raised his alcoholism as a defence to the theft of alcohol products. The arbitrator said:

Essentially at issue were the concepts of voluntariness versus non-voluntariness or compulsion, and the conclusions to be drawn from the grievor's understanding of the nature and quality of his acts. This separated not only the "expert evidence, but also the parties' view of the circumstances of the grievor. The Union focused on a non-culpatory framework for dealing with the grievor whilst the employer focused on a culpatory framework.

...I find, as did the arbitrator in *Government of B.C.*, *supra*, that the existence of a dependency disease does not mean that all conduct of that individual must be assessed within a non-culpability

framework. The question of the nature of the disease and the relationship to the behaviour in question must be assessed. The act of "drinking" on the job or smoking marijuana on the job of a dependent individual is not always removed from the culpable policy framework. In this case, the Grievor committed an infraction of a safety policy that prohibits the possession or use of drugs in the workplace. It was a serious safety infraction .

...in assessing this evidence, I am struck by the fact that choice was a distinct possibility for the Grievor, as indicated by the Doctor's testimony. While the concept of compulsion is difficult to understand, this is not a situation akin to automatism or drug-induced psychosis, as noted in *Government of B.C. , supra* . The relationship of compulsion to the offence in question is a matter of fact to be determined in each case.

In *Brewers Distributor , supra* , the arbitrator found a direct link between the grievor's misconduct and the disease of alcoholism from which he suffered. The difficulty I have in this case is taking into account the development of jurisprudence set out in the more recent case of *Government of B.C. , supra* , and Dr. Baker's testimony which, while finding a causal link, also finds an ability to refrain from the drug use in question. That does not appear to have been the evidence in *Brewers Distributor , supra* . The control in use of the drug was not gone in this case. As noted by Dr. Baker, the Grievor could have resisted the compulsion if he perceived the consequences to be great enough. A choice was made by the Grievor, albeit one that was influenced by the disease of dependency. As the Grievor noted in his testimony he did not think a lot about the consequences as he did not think he would get caught. He knew his actions were wrong and he continued despite this.

In my view, this evidence is not sufficient to take this event into the non-culpable framework. The recognition that the Grievor had a personal choice in the matter in the circumstances set out above places the matter in the culpable framework. Under the *Wm. Scott* analysis, cause is established and the drug dependency is a mitigating factor. I note this does not mean that the action of using the drug will always be considered under the culpable framework, especially if an independent offence such as a safety violation factor is not at issue. Each case will depend on the nature of the circumstances and the testimony proffered.

[29] I return to the present case. Here, I have no doubt that the grievor was **partying** and drinking to excess during his "Whistler days", and for a period after moving to Vancouver. Neither do I doubt that the grievor's lifestyle contributed to the oversleeping and disorganization which from time to time landed him in trouble with his employer. I say "from time to time" because, as the evidence revealed, the employment infractions were periodic only. I commented above on the absence of expert opinion evidence supporting the grievor's self-diagnosis of alcoholism having a controlling influence on his behaviour comprising the employment transgressions. I repeat here that expert evidence may not always be necessary. But in this case, the absence of such evidence is coupled with the objective fact that when the grievor decided on his own to do so, he stopped drinking without relapse. The grievor did speak to a union EAP referral counselor, but made no real effort to obtain professional evaluation or treatment, or to establish support systems. Neither, in retrospect, do these steps appear to have been necessary. I do not deny the possibility of successful self-treatment for alcoholism or, as it was alternatively characterized by the union, a drinking problem. But on the evidence here, I am unable to conclude that the grievor was significantly incapacitated at the material times, by illness, from making important behavioural choices affecting his employment status.

[30] Thus, the case is one of culpable misconduct. It does not fall to be decided as a series of non-culpable infractions not previously recognized by the company as such. Of course, it is possible in the context of culpable misconduct to treat alcohol consumption as a factor in mitigation - i.e., where there is a causal connection and where the circumstances are appropriate to do so. I have considered that possibility very carefully in the present case. In the end, the conclusion I have reached is that the company was entitled in June-July, 2000, to regard the disciplinary progression as having run its course. There clearly was just cause for discipline arising from the missed flight on June 19, 2000. The grievor had been progressively disciplined for the same or similar misconduct in the past. In short, the grievor was given a succession of disciplinary warnings and

clear opportunities to avoid the ultimate disciplinary sanction. The grievor was not a new employee, but neither was he very senior. In my view, the company's decision to dismiss the grievor cannot be labeled as excessive, unjust or inequitable.

[31] I have concluded that the grievance alleging that the dismissal was not for just or proper cause must be denied.

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