

IN THE MATTER OF AN ARBITRATION PURSUANT TO
THE PARTIES' COLLECTIVE AGREEMENT AND THE
LABOUR RELATIONS CODE OF BRITISH COLUMBIA
R.S.B.C. 1996, c. 244

BETWEEN:

GREATER VANCOUVER REGIONAL DISTRICT
(the "Employer")

AND:

GREATER VANCOUVER REGIONAL DISTRICT EMPLOYEES' UNION
(the "Union")

Re: Paul Hill Grievance

ARBITRATOR:	Christopher Sullivan
COUNSEL:	Gregory J. Heywood for the Employer
	Marjorie Brown for the Union
DATES & PLACE OF HEARING:	October 31 and November 1 and 8, 2005 Vancouver, BC
PUBLISHED:	February 3, 2006

The parties agree I have jurisdiction to hear and determine the matter in dispute. The case involves a grievance filed by the Union on behalf of Paul Hill, alleging wrongful termination. Mr. Hill, a millwright at the Employer's Annacis Island Wastewater Treatment Facility, was terminated on March 1, 2005. The letter of termination alleges the grievor issued a violent threat against his Manager, and he failed "to acknowledge the inappropriateness of (his) actions or take responsibility for them".

Prior to the commencement of these proceedings the Union became aware the Employer sought to have a security guard attend the arbitration to accompany the Manager who was the subject of the Grievor's threat. A teleconference was convened to deal with this issue and extensive submissions were made by the respective parties. I ruled the security guard could attend the proceedings. His presence would not improperly influence this Board, nor otherwise prejudice the Grievor's right to a fair hearing.

During the course of these proceedings the parties called evidence and made submissions in support of their respective positions. The Employer called the following witnesses: Lorne Pawluk, Amzad Ali and Johnstone Hardie. The Union called Mr. Hill, Clay Pelchat, Remo Torresani, Ron Schultz and Bill Eastward to testify.

Most of the background facts relating to the grievance are not seriously disputed and may be summarized as follows. On February 9, 2005 in a meeting held between the Grievor, his coworker Heini Becker, and their immediate supervisor Lorne Pawluk, the Grievor made certain comments regarding their Maintenance Superintendent, Amzad Ali. Specifically, in response to an inquiry from Mr. Pawluk as to why the Grievor seemed "upset", the Grievor gave the following response, as recorded by Mr. Pawluk shortly after the incident:

...Paul proceeded to verbally lambaste Tom Land saying that since my confrontation with Amzad he doesn't have the guts to come here anymore, has never apologized to us for saying you don't need to work any overtime here now, yet you have everyone working overtime, including the temporary guys. And Ali, that little cocksucker, he lied to us, he lied to me, he's using you to get to us, telling you what to do and say. If he ever comes here into the shop to see me, I've got a stick in my bench, a loaded stick, I'll kill the cocksucking bastard. We're both Islanders and he knows what I mean. I worked with him before. I'm not his "beta" and he's not a "sahib". You know what those words mean? We've been suppressed over four thousand years. You know what happens when people get stressed out, it happened in Kamloops with that government guy, it happened in Montreal, and it happened in Trinidad. I've been to jail before and I'm not afraid to go again. You see these on the back of my hands, you know what they're from. I'll never forget. I've been discriminated against here because of my color, with my vacations, with overtime. Paul Hill isn't my real name, it's a slave name....

The evidence reveals that the Grievor made these comments after a regular safety meeting held with the mechanical staff between 6:30am and 7:30am on Wednesday February 9, 2005. Near the end of the safety meeting the Grievor expressed concern about the recent irregularity of the meetings, and the absence of senior level "Head Office" managers. By all accounts, the Grievor was upset in this safety meeting. In a loud tone from the back of the room, the Grievor continued with words to the effect that no one is happy at the workplace anymore, and that a question asked by another employee had not yet been answered. Mr. Pawluk responded by telling the Grievor he was not interested in arguing with him anymore at the safety meeting. Mr. Pawluk recalls the Grievor was "very agitated" at this point. Mr. Becker grabbed the Grievor's arm to calm him down. Shortly thereafter, at approximately 7:30am, the safety meeting concluded.

At about 7:40am Mr. Pawluk approached the Grievor in the shop, and asked him to meet privately to discuss what had taken place at the safety meeting. The Grievor

initially refused to meet with Mr. Pawluk at his office stating, "I don't trust you Lorne". The Grievor then agreed to meet in the planner's office, with Mr. Becker present. Shortly after this meeting commenced, the Grievor made his threatening remarks.

It should be noted there is no serious dispute over whether the Grievor made the threat against Mr. Ali as alleged. During the Employer's investigatory interview process Mr. Becker concurred with the substance of what Mr. Pawluk had recorded. The Grievor has never outright denied having made the threat, although he has consistently maintained he does not recall having done so. The Grievor does, however, recall having referred to Kamloops, Montreal and Trinidad.

The evidence reveals Mr. Pawluk informed Mr. Ali of the Grievor's comments the following day, February 10, just prior to a meeting they had previously scheduled at the Annacis Island facility. Mr. Ali told Mr. Pawluk to inform the Employer's Human Resources Department, which Mr. Pawluk did on Friday, February 11. On Monday, February 14 a meeting was held involving Mr. Pawluk, Mr. Ali, Human Resources Division Manager Johnstone Hardie, and Richard Hart. Mr. Hart was engaged by the Employer to conduct a threat assessment regarding the risk of workplace violence associated with the Grievor.

On February 14 the Grievor was suspended pending the outcome of the Employer's investigation into his comments. The letter of suspension authored by Mr. Pawluk reads, in part, as follows:

This letter confirms a decision to suspend your employment from the GVRD, following a series of remarks and threats uttered by you, towards other GVRD staff on February 09, 2005. This incident is being investigated further and any additional actions will be appropriately communicated to you.

Effective immediately, you are suspended without pay. As one aspect of your suspension, I immediately require the receipt of your security gate pass. Furthermore, you are instructed to have no contact of any kind with GVRD staff or to approach any GVRD facilities....

The threats made by you are considered extremely serious. Separate and apart from any decisions related to the nature of your employment, these threats are being reported to the Delta Police Department, in order to insure their appropriate consideration.

On February 17, Mr. Hart interviewed the Grievor and on February 21, 2005 he published his threat assessment Report. The "Summary of Opinion" contained in the Report provides as follows:

Mr. Hill is at a low level of risk for committing an act of physical violence in relation to his employment with the GVRD. By this we mean that we do not feel that Mr. Hill is at an imminent risk of committing such an act of physical violence, and that any escalation to such act would be preceded by obvious warning signs. We believe that risks that do exist would be primarily associated with scenarios of significant discipline or termination. Accordingly, we do not feel that the GVRD need to do anything to guard against such risks beyond implementing the standard strategies on suspension or termination of an employee, should such a course of action be pursued for any reason.

Mr. Hill is at a medium level of risk for threatening physical violence in relation to his employment with the GVRD. By this we mean that we feel that Mr. Hill is at an elevated risk of committing such an act should he return to the workplace, although any escalation towards such act would likely be preceded by obvious warning signs. We believe the risks that do exist to be primarily associated with ongoing or escalating conflict with Mr. Ali, Mr. Land and/or Mr. Pawluk. Accordingly, we feel that the GVRD should not place Mr. Hill in the position of having contact with Mr. Ali, Mr. Land and/or Mr. Pawluk until after first taking active steps towards addressing that conflict, and the more general conflict apparently existing between the Annacis maintenance crew and management team.

Mr. Hill is at a high level of risk for engaging in conflict-associated behaviour other than physical or threatened violence, in relation to his

employment with the GVRD. By this we mean that we feel that Mr. Hill is at imminent risk of committing such acts should he return to the workplace. We believe the risks that do exist to be primarily associated with ongoing or escalating conflict with Mr. Ali, Mr. Land and/or Mr. Pawluk. Accordingly, we feel that the GVRD should not place Mr. Hill in the position of returning to the Annacis workplace after first taking active steps towards addressing the conflict existing between Mr. Hill and Mr. Ali, Mr. Land and Mr. Pawluk, as well as the more general conflict apparently existing between the Annacis maintenance crew and management team.

The Report also contained the following recommendations for “managing the identified risks” in the context of returning the Grievor to the Annacis Island worksite:

- a) Take active steps to acknowledge the concerns of the maintenance crew, and provide a time line to crew members for convening of a TJA Conference or some other process by which to involve management and workers in learning more about what has been happening, how people have been effected and collaboratively determining what has to happen to make things better.
- b) Put in place arrangements that will restrict Mr. Hill from reporting to or interacting with Mr. Ali or Mr. Land until the TJA Conference or alternative process has been completed.
- c) Deliver a clear and unequivocal message to workers at the Annacis Island facility regarding the unacceptability of violence, including the threats, and the intention of management to follow through with appropriate action in all cases.
- d) Create and implement a system within the Annacis Island facility for tracking conflict-associated behaviours and other warning signs associated with workplace violence, ensuring that relevant managers and supervisors are familiar with the behaviours and warning signs to be tracked...

On February 22, Mr. Hardie and Department Manager Tom Heath interviewed the Grievor and they subsequently concluded the Employer’s investigation.

During a meeting held on March 1, 2005 the Grievor was terminated from his employment with this Employer. The substance of the termination letter reads as follows:

On February 09, 2005 you had a meeting with your immediate supervisor, Mr. Lorne Pawluk. During this conversation you made a variety of threats against Mr. Amzad Ali and made inappropriate and derogatory comments about Mr. Tom Land. The employer takes these types of threats very seriously and suspended you as of February 14, 2005 pending further investigation.

Your actions of February 09, 2005 by which you explicitly threatened to physically injure another employee of the GVRD clearly violate a basic standard of proper conduct. The fact that you made such threats against one of your managers further undermines the trust so fundamental to the employment relationship. Your absolute failure to acknowledge the inappropriateness of your actions or take responsibility for them has damaged that trust beyond repair.

For these reasons we are terminating your employment with the GVRD effective immediately....

Evidence was led by the Employer to show that it took the threatening comments to be extremely disturbing, and that it allowed the Grievor opportunities to clarify what he meant and/or to offer a retraction. Mr. Hardie testified he attended the Grievor's threat assessment interview with Mr. Hart on February 17, and he interviewed the Grievor with Mr. Heath on February 22. He was also present at the termination meeting on March 1. Mr. Hardie stated that at no time did the Grievor acknowledge he had done something wrong, nor did he offer a retraction or an apology despite being given many opportunities to do so.

Mr. Ali also testified at these proceedings. He explained he was “extremely shaken” immediately after having been informed by Mr. Pawluk on February 10 as to what the Grievor said about him the previous day. Mr. Ali did not sign himself out of the building after meeting with Mr. Pawluk on February 10 because he did not want to encounter the Grievor.

Mr. Ali described the effects the Grievor’s threat has had upon his life. Mr. Ali reported the matter to the police, and has since added an extra alarm in his home. He no longer takes evening walks, and he utilizes different routes on his drive to work. Mr. Ali and his wife of 35 years have sought, and continue to attend, counseling to deal with the impact of the Grievor’s threat on Mr. Ali’s life. When Mr. Ali attends the Annacis Island facility he does so with a foreman or supervisor present.

The Grievor gave evidence on his own behalf and explained that his February 9 statements were made out of extreme emotional frustration, and that he “just lost it”. He was venting frustration shared by other mechanics who did not feel supported by management, and who generally felt mistreated compared to other tradespersons at the Annacis Island facility.

The Grievor testified his relationship with Mr. Ali was particularly strained because of a comment Mr. Ali had made to him a couple of years earlier. At a meeting involving a number of employees Mr. Ali made a comment to the effect that the Grievor would be his “champion” in relation to the matter of trickling filters. By all accounts the Grievor took exceptional offense to this statement. He felt Mr. Ali was talking down to him and treating him as a chattel. The Grievor testified he later sought, but was not given, a written apology from Mr. Ali. At these proceedings, however, the Grievor testified he was no longer angry with Mr. Ali.

The Grievor effectively testified he meant no harm by his outburst on February 9, and that he regrets what took place. He explained he did not offer an apology during the February interviews, or at his termination meeting on March 1 because he did not recognize that was what was being sought.

POSITIONS OF THE PARTIES

On behalf of the Employer, Mr. Heywood argues that the Grievor's conduct is extremely serious and warrants discharge. Counsel asserts there is, and can be, no justification for the Grievor's statements, particularly in light of well-publicized incidents where employees have followed through with the type of acts the Grievor has threatened to commit. Threats of violence are treated very seriously by arbitrators. It is not necessary for one to actually physically injure another. A threat to injure one's supervisor can cause irrevocable harm to the employment relationship.

Mr. Heywood states the Grievor has not taken full responsibility for his comments, despite having had many opportunities to do so. Counsel refers to the notes taken by Mr. Hardie during the February 17 and 22 and March 1 meetings with the Grievor, and states the Grievor has deflected blame, shown no insight into his wrongdoing, and attempted to downplay the offensiveness of his threatening comments. At no time does the Grievor acknowledge wrongdoing and state he is sorry. He has shown no sincere remorse and there are no mitigating factors, which make the employment relationship restorable.

Counsel adds the Grievor is not credible and that he is dishonest. He selectively recalls some of his February 9 statements, including his reference to the actions of stressed employees in Kamloops, Montreal and Trinidad, but cannot recall having uttered a threat.

The Employer relies upon the following authorities: *Re Macdonalds Consolidated Ltd. and Retail Wholesale Union, Loc. 580* (1990) 14 L.A.C. (4th) 379 (McKee);

Vancouver (City) v. C.U.P.E., Local 1004, [2003] B.C.C.A.A.A. No. 285 (Moore); *International Forest Products Ltd. v. I.W.A., Loc. 1-3567 (Sodhi Grievance)*, [2003] B.C.C.A.A.A. No. 408 (Devine); *Western Star Trucks Inc. v. International Assn. of Machinists and Aerospace Workers, Lodge 2710 (Walker Grievance)*, [1998] B.C.C.A.A.A. No. 395 (Blasina); *Re College Printers Ltd. and G.C.I.U. (Ancheta)* (2001) 101 L.A.C. (4th) 193 (Ready); *Ontario Store Fixtures v. U.S.W.A., Loc. 5338 (Abdilla Grievance)*, [2001] O.L.A.A. No. 237 (Murray); *Guelph (City) v. C.U.P.E., Loc. 241 (Spicer Grievance)*, [2000] O.L.A.A. No. 143 (Stewart); *Ennisteel, a Division of Leroux Steel Inc. and U.S.W.A., Loc. 6444 (Dennis Grievance)*, [2000] O.L.A.A. No. 150 (Clement); *Doman Forest Products Ltd. and I.W.A. Loc. 2171 (Volker Grievance)*, [1999] B.C.C.A.A.A. No. 330 (Kelleher); C. McHardy, "Violence in the Workplace: Are Violence and Harassment Getting the Attention They Deserve?" (Vancouver Continuing Legal Education, April 2005); and *Occupational Health and Safety Regulation*, B.C. Reg. 296/97, s. 2.2 and *WCB Workers Compensation Act*, R.S.B.C. 1996, c. 492, ss. 115, 116, 117, 119, 121 & 122.

On behalf of the Union, Ms. Brown argues termination was an excessive disciplinary response in all of the circumstances. Counsel asserts the employment relationship has not been irrevocably violated, and that the Grievor could be reinstated subject to the recommendations contained in the Employer's threat assessment Report. She adds that cases involving threatening behaviour are not exempt from the *Wm. Scott* analysis and the requirement for consideration of all mitigating circumstances.

Ms. Brown points out the Grievor does not deny having made seriously offensive comments, but adds they must be considered in the context in which they were made. She adds that at the relevant time the Grievor was in a state of extreme emotional agitation, and while this may not justify the Grievor's behaviour, it certainly mitigates against it. She states the Grievor and other mechanics were unhappy with the workplace.

The Grievor was particularly upset at Mr. Ali for having referred to him as his “champion”, and then not apologizing.

Counsel notes the Grievor felt the comments he made on February 9 would not be repeated by Mr. Pawluk, on the basis of an established ground rule to the effect that, “what is said in the room stays in the room”. She adds that the type of language used by the Grievor was not dissimilar to other threatening statements at times made in the workplace by others. The evidence of Mr. Eastwood, Mr. Pelchat, Mr. Schultz and Mr. Torresani is clear that this heavy industrial worksite does at times include threatening behaviour, casual references to violence, and profanity.

Ms. Brown argues the Grievor has been very candid with the Employer since having been confronted with an allegation of wrongdoing. He has been forthright and, at these proceedings, sincerely remorseful. During the Employer’s investigatory interview process the Grievor failed to realize the Employer was looking for an apology.

The Union refers to the following authorities: *Re Rolland Inc. and Canadian Paperworkers Union, Local 310* (1983), 12 L.A.C. (3d) 319 (MacDowell); *Campbell River School District No. 72 v. Canadian Union of Public Employees, Local 723* (Lutley Grievance), [2003] B.C.C.A.A.A. No. 94 (Jackson); *Sunshine Coast Recycling and Processing Society v. Communications, Energy and Paperworkers’ Union of Canada, Local 1119 (Clark Grievance)*, [2003] B.C.C.A.A.A. No. 239 (Moore); *Cam Tran Pacific Ltd. v. International Brotherhood of Electrical Workers, Local 258 (Casselman Grievance)*, [2003] B.C.C.A.A.A. No. 259 (Steeves); *Providence Health Care Society v. Hospital Employees’ Union (O’Neill Grievance)*, [2003] B.C.C.A.A.A. No. 31; (2003), 116 L.A.C. (4th) 97 (Gordon); *International Forest Products Ltd. v. Industrial Wood and Allied Workers of Canada, Local 1-3567 (Sodhi Grievance)*, [2003] B.C.C.A.A.A. No. 408 (Devine); *Overwaitea Food Group v. United Food and Commercial Workers, Local 1518 (Bacchus Grievance)*, [2003] B.C.C.A.A.A. No. 354 (Blasina); *Alcan Smelters &*

Chemicals Ltd. v. Canadian Auto Workers, Local 2301 (Pirrotta Grievance), [2004] B.C.C.A.A.A. No. 115 (Hope); *Alcan Smelters & Chemicals Ltd. v. Canadian Auto Workers, Local 2301 (Sturt Arbitration)*, [2004] B.C.C.A.A.A. No. 284 (Hope); *Cariboo-Chilcotin School District No. 27 v. International Union of Operating Engineers, Local 859*, [2004] B.C.C.A.A.A. No. 317 (Hope); *Alcan Smelters & Chemicals Ltd. v. Canadian Auto Workers, Local 2301 (Pirrotta Grievance)*, [2004] B.C.C.A.A.A. No. 307 (Hope); *Re Canadian Forest Products and Pulp, Paper & Woodworkers of Canada, Local 25* (2005), 140 L.A.C. (4th) 232 (Moore); *Alcan Smelters & Chemicals Ltd. v. Canadian Auto Workers, Local 2301 (Vernon Grievance)*, [2005] B.C.C.A.A.A. No. 179 (Hope); *Vancouver (City) v. Canadian Union of Public Employees, Local 1004*, [2003] B.C.C.A.A.A. No. 285 (Moore); and *Elk Valley Coal Corp. v. International Union of Operating Engineers, Local 115 (Busato Grievance)*, [2003] B.C.C.A.A.A. No. 327 (Sanderson).

DECISION

In *Wm. Scott & Company Ltd. and Canadian Food and Allied Workers Union, P-162* [1977] 1 C.L.R.B.R. 1, the Labour Relations Board of British Columbia set out a three question inquiry for cases involving the discharge of employees:

First, has the employee given just and reasonable cause for some form of discipline by the employer? If so, was the employer's decision to dismiss the employee an excessive response in all of the circumstances of the case? Finally, if the arbitrator does consider discharge excessive, what alternative measure should be substituted as just and equitable?

In answer to the first question, it is now well established that utterance of death threats against a supervisor constitutes extremely serious misconduct, warranting a commensurately serious disciplinary response. Recent well-publicized incidents of workplace violence caused by employees against supervisors lend scary credence to the

severity of the conduct. There is no room in the workplace for conduct that causes fear in others.

In the present case the Union makes a strong argument to the effect that the Grievor did not intend for Mr. Ali to have heard what he stated. On this point, the evidence is clear the Grievor did not want to speak with Mr. Pawluk at the relevant time because he was very upset from the preceding staff safety meeting. Amongst other matters, the Grievor's anger might cause him to say things he did not want heard by others, and he did not trust Mr. Pawluk in maintaining confidence.

The intense level of the Grievor's rage and the words he chose to outline what he would do to Mr. Ali properly caused Mr. Pawluk to tell Mr. Ali what was stated. Notwithstanding the parties' general rule to maintain confidence in their meetings – "what is said in the room stays in the room" – it was eminently reasonable for Mr. Pawluk to inform Mr. Ali, and the Employer's Human Resources Department, what was said, given the nature and substance of the comments. The Grievor's offensive statement far exceeded the bounds of any reasonable level of acceptable discourse. The threat was characterized as "stunning", and "shocking" by the Union witnesses who heard the words for the first time at these proceedings.

The Grievor's February 9, 2005 outburst revealed feelings consistent with a deep-seated personal animosity towards Mr. Ali. In his heightened state of anger, the Grievor was lucid, and he reinforced his desire to be taken seriously by describing the weapon he would use ("a loaded stick"), and by making express reference to three specific known incidents where employees did in fact kill their supervisors (Kamloops, Montreal and Trinidad). Ostensibly with a view to impressing upon Mr. Pawluk that his threat was not frivolous, the Grievor mentioned he had been to jail before and he was not afraid to go there again.

Given the nature and substance of the Grievor's diatribe, the Employer properly conducted an investigation, and a threat assessment to ascertain the severity of the situation. The Grievor expressed himself in a manner well beyond the bounds of acceptability, notwithstanding the context of his meeting with Mr. Pawluk. The clear threat of violence expressed by the Grievor in relation to his Manager, is detrimental to the employment relationship, and the misconduct gives rise to just cause for the imposition of some form of discipline.

The second question in *Wm. Scott* invites a searching review of all of the circumstances surrounding a grievance to determine whether discharge was an excessive disciplinary sanction.

In answering this question I wish to be clear that, while I view the Grievor's comments regarding Mr. Ali to be serious, I do not at all accept that they, in themselves, warrant discharge of the Grievor. As noted, the threat was made in front of a limited audience, and in the midst of an isolated, very heated, emotional flare-up. The Grievor may well not have had control of what he said at the time, and may well not have had a clear recollection later of the words he used to vent his outrage. The Grievor did not want to meet with Mr. Pawluk after the safety meeting because he was upset and did not trust him. These circumstances mitigate against the severity of the precise words used by the Grievor.

Having made the violent threat, however, and having learned that management was aware of it and was taking it to be an extremely serious matter, I accept that it was incumbent on the Grievor to make a retraction, and/or offer an apology. Once the Grievor became aware of what he said regarding Mr. Ali, he should have taken responsibility for his comments and acknowledged his wrongdoing. The Grievor's refusal to accept responsibility for his comments, and acknowledge the inappropriateness of his actions, significantly compounds the Grievor's wrongdoing.

The lack of a retraction or contrite apology by the Grievor has, effectively, caused the violent threat to remain outstanding. As a direct consequence, Mr. Ali continues to live in some amount of fear because of the threats, and has felt compelled to alter some longstanding personal habits to address his fears. Mr. Ali and his wife continue to attend counseling to deal with the Grievor's threat against Mr. Ali's life. On the evidence, which withstood able cross-examination, Mr. Ali remains seriously affected by the threats of violence issued by the Grievor.

In the context of recent well-publicized real life workforce tragedies, which the Grievor himself referred to during his February 9 outburst, the Grievor's refusal to retract his threat and issue a sincere apology poses an insurmountable obstacle to the restoration of the employment relationship. The Grievor's steadfast refusal to make a sincere overture to ameliorate his relationship with Mr. Ali is inconsistent with reinstatement into the existing reporting hierarchy.

In arriving at this conclusion I am mindful of the Union's argument to the effect that the Employer's threat assessment Report contemplates continuation of the Grievor's employment, and provides for the implementation of various specific measures to minimize future conflict.

Given all the circumstances in this case, however, I accept it was incumbent on the Grievor to make some effort to repair the harm he caused, and his failure to do so makes the relationship unworkable. Put another way, I am not prepared to order the Employer to implement precautionary measures to ensure a safe workplace, without some reasonable comfort that the Grievor, himself, understands his wrongdoing and that his shocking threats have caused harm.

The Grievor testified at these proceedings that he was sorry for what he stated regarding Mr. Ali on February 9, and that he would have apologized in previous meetings had he known this is what the Employer was looking for. In my view this response sheds light on the Grievor's lack of insight into his wrongdoing, and it is a convenient response for avoiding personal responsibility for the fear he has caused Mr. Ali. If he felt compelled to do so, the Grievor would have retracted the threat and apologized long before these proceedings, which commenced about eight months subsequent to the Grievor's termination. The Grievor's apology to this Board was made at a time when Mr. Ali was not present at the proceedings, and I cannot help but believe the Grievor remains unapologetic for the harm he has inflicted on Mr. Ali. Up until these proceedings it was the Grievor who felt he was entitled to an apology from Mr. Ali because of the "champion" comment made years earlier. The Grievor's apology to this Board rings hollow beyond the fact the Grievor undoubtedly regrets what happened in the sense of him losing his job.

The Grievor has about nine years of service with this Employer. This does not entitle him to the type of lenience that may be accorded to a long term employee with a much greater investment.

While the Grievor possesses a discipline-free record he has, in the past, been spoken to about his expressions of anger. In November of 2003, after the Grievor had a verbal outburst in the presence of Mr. Ali and Mr. Land, Mr. Pawluk told the Grievor he would make arrangements for the Grievor to attend anger management counseling through the Employee Assistance Program. This was not pursued by the Grievor, who expressed at these proceedings he felt he could deal with his anger issues by himself.

The Grievor is, without question, highly skilled and well regarded amongst his coworkers. As a senior journeyman with broad experience, he has played an important mentorship role for many. He has received commendation from this Employer regarding

his work. On balance, however, these mitigating factors are insufficient to support a conclusion that discharge was an excessive disciplinary sanction.

The grievance is therefore dismissed.

It is so awarded.

Dated at the City of Vancouver in the Province of British Columbia this 3rd day of February, 2006.

Christopher Sullivan

Christopher Sullivan