CANADIAN RAILWAY OFFICE OF ARBITRATION
CASE NO. 2408
Heard at Montreal, Thursday, 14 October 1993
concerning
ONTARIO NORTHLAND RAILWAY
and
TRANSPORTATION COMMUNICATIONS UNION
DISPUTE:
The assessment of 20 demerit marks for altering of a Company document after it had been completed by a supervisor.
JOINT STATEMENT OF ISSUE:
On February 24, 1992, employee M. Carriere submitted a company form, Employer Statement of Claim - Part A, to supervisor Mr. K. Duquette. Upon receiving the completed form from Mr. K. Duquette, Ms. M. Carriere altered a section of the form; "Is illness or injury due to occupational causes?", from NO to YES and sent this to the Benefits Department for processing.
Subsequent to an investigation regarding this matter, the Company assessed Ms. M. Carrier's record with twenty (20) demerit marks. The Union contended that the discipline was unwarranted and requested that Ms. M. Carriere's record be cleared of the twenty (20) demerit marks assessed.
The Company refused the Union's request and the matter remains unresolved.

FOR THE UNION:	FOR THE COMPANY:
(SGD.) E. FOLEY	(SGD.) P.A. DYMENT
ASSISTANT DIVISION VICE-PRESIDENT	PRESIDENT

There appeared on behalf of the Company:

M. J. Restoule	- Manager, Labour Relations, North Bay
K. Duquette	- Equipment Supervisor, Cochrane

And on behalf of the Brotherhood:

M. Prebinski	- Education Director, Ottawa

AWARD OF THE ARBITRATOR

The evidence in the case at hand discloses that the grievor knowingly altered an entry made by her supervisor on a Statement of Claim form. Specifically, she substituted the word "yes" in a space where her supervisor had indicated that her illness was not due to occupational causes.

It appears that the action of Ms. Carriere on February 24, 1992 was the second time that she had been involved in filling in information on her own claim which was normally to be filled in by a Company officer. It appears that on the occasion of a previous claim dated December 13, 1989 Ms. Carrier took it upon herself to enter the notation "yes" in response to the question "Is illness or injury due to occupational causes?". She was then advised that it was improper for her to fill in that portion of the form, which was apparently corrected by the Company. She received a letter from Supervisor J. Knox which stated, in part, the following:

"It has been brought to my attention that you have recently completed a weekly indemnity form in order to collect sick benefits. In doing so, I understand that you completed the Employer portion where you state that your illness is due to occupational causes; this portion is reserved for Ontario Northland.

"From the information I have and from what I understand, your doctor has stated the cause of your condition is unknown. Consequently, we have removed your comment from this section of the form and have processed your claim."

It appears that one of the elements underlying this grievance is a belief on the part of Ms. Carrier that her absences from work were occasioned by stress related to her employment. That may or may not be. Whatever the medical reality, it is clearly improper for her to purport to edit or re-express the employer's opinion as to the nature or cause of her illness. The altering of documents which could arguably be used in later proceedings as admissions of the Company is, understandably, viewed by the employer as a serious matter. In the Arbitrator's view the Company's concern is particularly justified in the case at hand in light of the clear written directive issued to Ms. Carrier in an almost identical circumstance in December of 1989.

Having regard to the seriousness of the grievor's action, and the clear warning which she received in the past, the Arbitrator is not inclined to disturb the assessment of twenty demerits. The fact that the previous caution registered on the grievor's record failed to impress upon her the gravity of such an action supports the view that a substantial measure of discipline is justified in the case at hand.

For the foregoing reasons the grievance must be dismissed.

October 15, 1993 (sgd.) MICHEL G. PICHER
ARBITRATOR