Court File No: **A-##-24**

FEDERAL COURT OF APPEAL

BETWEEN:

(EI Claimant)

Applicant

AND

ATTORNEY GENERAL OF CANADA

Respondent

Rule 306: Affidavit of *(EI Claimant)*

Submitted: 2024-07-##

(EI Claimant)

(Personal Info Redacted)

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STATEMENT OF FACTS

(NB: Throughout this *Affidavit, Emphasis is My Own [unless otherwise noted].)*

I, *(EI Claimant)*, of (City) *(in the Regional Municipality)*, Solemnly Affirm that:

A. OVERVIEW

1. This is an Application for Judicial Review *('JR')* of an EI Benefits Decision by the Social Security Tribunal of Canada *('SST')* Member **Pierre Lafontaine**. On 2024-01-09, he Denied my Appeal *(Case# AD-23-694)*. I *(EI Claimant)* am seeking to have this Decision **Quashed** on the Grounds that it is **Unreasonable** – for *many* different Reasons I will set out below.

2. My case took a lengthy, circuitous route to get here: My initial Application for EI was filed on 2022-01-20, which was **Denied** on 2022-02-23. I then Applied for Reconsideration on 2022-03-24 *(ID: **466###**)* and the CEIC **Denied** *that* on 2022-04-27. I have since had **four** different SST Cases: **GE-22-2273** [1] *(filed on 2022-07-10)*, **AD-22-909** [2] *(filed: 2022-12-04)*, **GE-23-740** [3] *(filed: 2023-03-13)*, and **AD-23-694** [4] *(filed: 2023-07-10)*.

3. There have been many Errors made throughout this process, which is why my Case was continually resurrected upon Appeal of each Dismissal.

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[1] (DA-2273, 2022); DA v. CEIC, *GE-22-2273*, on 2022-11-04 *(2022 SST 1649)*
[2] (DA-909, 2023); DA v. CEIC, *AD-22-909*, on 2023-02-16 *(2023 SST 171)*
[3] (DA-740, 2023); DA v. CEIC, *GE-23-740*, on 2023-06-08 *(2023 SST 1093)*
[4] (DA-694, 2024); DA v. CEIC, *AD-23-694,* on 2024-01-09 *(2024 SST 26)* *(*__This J.R. Case__*)*

4. Background: As a Canadian citizen, I firmly believe in – and deeply cherish – the Foundational Principles that created this great Nation. Among them: ① our dedication to the Supremacy of God & esteem for strong Families, ② our naturally recognised Human Rights & Constitutional Order, and ③ our ongoing commitment to the Rule of Law.

Our Laws also recognise that Canada's *future* Freedom and Prosperity *depend* on Us – on our continuously striving to maintain these Principles:

"The Canadian Nation is *founded* upon Principles that acknowledge the Supremacy of God, the Dignity & Worth of the Human person, and the Position of the Family in a Society of Free Men & Free Institutions. [And] Affirming also that Men & Institutions *Remain Free only* when Freedom is founded upon Respect for Moral & Spiritual Values *and* the Rule of Law."

Canadian Bill of Rights [§Preamble] *(SC 1960, c.44)*

(I've attached a short [3 page] Appendix to this Affidavit that quotes some key Principles from our Laws – under the 'Legal Principles' heading…)

B. PUROLATOR

5. I worked for Purolator Canada at the *(Depot No.)* depot *(in City)* for over ## years *(since 19##)*. And up until the events described below, I had an excellent work record and maintained a good working relationship with my supervisors and the other management personnel at my local depot. I enjoyed my job and, over these past three decades, my work became an integral part of my life, with many co-workers becoming life-long friends, so this career loss cuts deeper than just the missing income.

6. I am a member of the Teamsters Canada Union, Local ###. And up until the events described below, I only recall filing *one* Grievance since the 'new' depot opened in 20##. However, because of this unfortunate situation, I was forced to file multiple individual Grievances over my final 2 months at work, and None of them were handled in accordance with our CBA. [5]

C. PANDEMIC

7. The Coronavirus pandemic began in early 2020. This unprecedented worldwide emergency profoundly impacted everyone in different ways. Being a Courier, Purolator was deemed as an 'Essential Service'. To help promote Workplace Safety, leadership implemented some new controls, including daily health check-ins, frequent sanitisation processes, physical distancing, face masking, etc. I complied with All of these new expectations at work *throughout the pandemic*. I did not become sick with COVID-19 and therefore did not 'pass it on' to any of my co-workers during those two years. Because of high policy compliance among our staff, there were *no outbreaks* at our depot. Despite the increased workload and stress levels we were all under, work continued as normal, and at no time did local management call me a 'health hazard' to my coworkers or customers.

8. There is nothing in our CBA regarding Vaccination, although there are **four** sections that deal with Management & Worker *Rights & Responsibilities*.

§3.01: ['Acknowledged Right']: [6] "The Union recognizes the *exclusive right* of the Company to operate its establishment, machinery, and

[5] (CBA, 2017): The active Collective Agreement at that time was the 2017-2022 CBA. *([D01])*
[6] (CBA, 2017), p.281: §3.01: ['Acknowledged Right'] *(D01: RGD8-75)*

equipment and to manage its undertakings as it sees fit, *Subject Only* to the restrictions imposed by Law or by the provisions of the present CBA." *(NB: Any proposed Policy cannot violate either the Law or any CBA Clause.)*

§5.01: ['Regulations & Policies']: [7] "The Company has the *exclusive right* to make, modify & implement regulations, policies & procedures to be observed by the employees; such regulations, policies & procedures must Not be Inconsistent with the provisions of the present Agreement." *(Ditto. Everything is permissible, provided Compliance with* both *Law & Contract.)*

§5.05: ['Nullity']: [8] "*Any* provision of the Agreement which is or *which becomes* a violation of applicable Laws, will be **Null & Void**…" *(Any attempt to* impose *Contractual [Employment] Terms that breach* either *this CBA* or *any applicable Law, is automatically Nullified by this Clause.)*

§22.02: ['Respect of Law']: [9] "The Company, the Union & the Employees collectively undertake to respect the Health & Safety measures prescribed by applicable Laws & Regulations in order to ensure the Health & Safety of all employees." *(NB: Only Health & Safety Policies that comply with relevant Legislation can be Implemented under this CBA. Purolator is 'Federally-Regulated' and is governed by the Canada Labour Code ['CLC'].)*

CLC §3(1): ['Interpretation']: 'Lock-Out':[10] "Includes the closing of a place of employment, a *Suspension of work by an Employer* or a *refusal by an employer to continue to employ a number of their employees*, done to *compel their employees* … to agree to Terms or Conditions of Employment." *(Suspending Workers – or 'refusing to employ them' [Leaves of Absence] – to Compel Compliance with Terms of Employment IS a 'Lock-Out' [by Law].)*

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[7] (CBA, 2017), p.282: §5.01: ['Regulations & Policies'] *(D01: RGD8-76)*
[8] (CBA, 2017), p.283: §5.05: ['Nullity'] *(D01: RGD8-77)*
[9] (CBA, 2017), p.346: §22.02: ['Respect of Law'] *(D01: RGD8-140)*
[10] (CLC, 2024): CLC §3(1): ['Interpretation']: 'Lock-Out' *(https://canlii.ca/t/7vhv#sec3)*

CBA §4.01: [`Strike & Lock-Out']: [11] "It is agreed that *for the duration of the present Agreement*, there shall be No strike *Nor Lockout*, nor work slow-down, *nor total or partial stoppage of work*, nor study session. The parties agree Not to counsel *nor encourage* the above-mentioned actions." *(Any attempt to Lock-Out employees* ***violates this CBA****. As does attempts to 'encourage' – mandate by policy –* other *personnel to do so for them…)*

CLC §88.1: [`Strikes & Lock-Outs Prohibited']: [12] "Strikes & Lock-Outs are *prohibited* during the term of a collective agreement."
(Not only do Lock-Outs Breach our CBA, they also Break Federal Law.)

CLC §3(2): [`Employee Status Preserved']:[13] "*No Person Ceases to be an Employee … by reason only of their Ceasing to Work as the result of a Lock-Out or strike or by reason only of their Dismissal Contrary to this Part." (Governing Federal Law Forbids Dismissal [Employer-Initiated Lock-Outs] for Non-Compliance with* new *CBA Terms to which workers do Not Consent)*

Finally, in addition to the Private Law implications for *Breach of Contract*, since Purolator is federally-regulated, our CBA also has *force of Public Law*, via Part III of the CLC *(specifically: §166, §167[1] & §168[1.1])*. [14]

9. In early Sept. 2021, *(Corporate Executive)*, Purolator's *(Senior Leadership: Primary Roles & Titles)*, published a definite written statement in Purolator's Employee Facebook Group, in response to repeated staff inquiries about a potential COVID-19 Vaccination Mandate. They declared that Purolator has *"…absolutely Zero Intent to make Vaccines Mandatory. We would Never do that and Couldn't even If we wanted to…"* [15]

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[11] (CBA, 2017), p.281: CBA §4.01: [`Strike & Lock-Out'] *(D01: RGD8-75)*
[12] (CLC, 2024): CLC §88.1: [`Strikes & Lock-Outs Prohibited'] *(https://canlii.ca/t/7vhv#sec88)*
[13] (CLC, 2024): CLC §3(2): [`Employee Status Preserved'] *(https://canlii.ca/t/7vhv#sec3)*
[14] (CLC, 2024): CLC §167 *(§166-168)*: [`Application of Part'] *(https://canlii.ca/t/7vhv#sec167)*
[15] (##-FB, 2021), p.225: *(Executive)*, Vaccine Mandate [FB] Post *(D01: RGD8-19)*

10. Around Sept. 14, 2021, Purolator published a new corporate policy, the 'COVID-19 Safer Workplaces Policy' *('SWP')*. [16] It [unlawfully?] inserted a *new* Condition of Employment into our pre-existing CBA without Union Approval; specifically, that All employees *must become* 'fully vaccinated' with an *experimental* medical product. [17] Furthermore, it Conditioned our Livelihood upon policy compliance, which is an unprecedented & extraordinary [mis]use of their 'Management Rights' prerogative. It also contradicts our CBA: "Notwithstanding the short transition period preceding the enforcement of the Policy, *any* employee found to be in non-compliance with this Policy *will be* placed on an Unpaid Leave of Absence *until* vaccination is complete." <= *(Lock-Outs to Compel Policy Compliance.)*

11. Several weeks later this policy was reissued, with the new [and final] version taking effect on Oct. 13, 2021. [18] This time, the enforcement mechanism changed from an Administrative Penalty *(Unpaid Leave)* to the Disciplinary Process: *"Anyone refusing to complete an Attestation form will be in contravention of this policy and will be subject to Discipline & be Unable to Attend Work. After December 31, 2021, anyone who is Not Vaccinated, and without an approved exemption for medical or religious grounds will be in contravention of the policy. Those individuals* will be *placed on an Unpaid Leave."* (This fundamental change claimed to engage Art. 10 in our CBA *['Disciplinary Measures']*, which did Not previously apply to this policy – although in my specific situation, it was *not* enforced.) [19]

12. On Dec. 14, 2021, the remaining Unattested & Unvaccinated employees at our depot were individually called into meetings with our Depot Manager *(Depot Manager)*, HR Rep. *(HR Manager)*, and our Union Steward *(Union*

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[16] (SWP-2109, 2021), p.231: Purolator, C19 Safer Workplaces Policy [V1] *(D01: RGD8-25)*
[17] (ClinicalTrials.gov (NIH), 2024): COVID-19 Vaccine Clinical Trials in Canada *(Official List)*
[18] (SWP-2110, 2021), p.242: Purolator, C19 Safer Workplaces Policy [V2] *(D01: RGD8-36)*
[19] (CBA, 2017), p.299: CBA §10: ['Disciplinary Measures'] *(D01: RGD8-93)*

Rep). We were reminded of our 'continued non-compliance with the SWP' and pressured [again] to take an *experimental* medical product *to continue working* in the New Year. *(These COVID-19 Vaccines are still undergoing Clinical Safety Trials in 2024.)* [20] I was asked if I had any questions: I did ask some, but *(Union)* answered them all, despite my request that *Purolator personnel* answer the questions, Not my union *(Teamsters)*. I was told repeatedly that this was *Not* a Disciplinary process, it was Administrative *(Unpaid Leave)*. We were shown our 'Final Reminder' letter, which I refused to sign because *I Did Not Consent*, and it was *not* given to me. [21] I only obtained a personal copy *(for evidence)* several days later, after asking multiple times. *(As an aside, we were all queued up in groups outside the conference room each awaiting our turn, which* disclosed our vaccination status *to the other employees. This was a* significant *Breach of Privacy.)*

13. On Dec. 17, 2021, I filed **Grievance #277##**, disputing both the Final Reminder Letter I received and the SWP itself, stating they were *both "Inconsistent with the Collective Agreement* and *applicable Laws."* Prior to this point, when I had filed other Grievances, *(Union Rep)* took them to 'file them for me', and I was not given any copies *or* written confirmation. This time, I took a picture of my Grievance for evidence purposes. [22] *([Union BA], our Teamsters Local #### B.A., has since claimed that I did* not *file any previously, including one Grieving the fact that Purolator did Not conduct a proper Risk Assessment during Policy development – or before its implementation – as required by JHSC Rules.)*

14. On Friday, Jan. 07, 2022 *(which ended up being my last shift at work)*, we were approached by our District Manager & our Union Steward. They

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[20] *(cf. Specific Details: Data from ClinicalTrials.gov [#19 & FN-29])*
[21] (C19-FRL, 2021), p.250: SWP: Final Reminder Letter, on 2021-12-14 *(D01: RGD8-44)*
[22] (DA:G277##, 2021), p.272: *(Claimant)*, Grievance #277## [2021-12-17] *(D01: RGD8-66)*

both confirmed that *"we could come into work next week" (notwithstanding the policy)* and that **they** *"would not prevent us from working our assigned shift (on the 10th)."* We were instructed to call *(Union Rep)* on Monday morning if we experienced any problems. *(Prior to this, there had been No Discipline at all for 'non-compliance' – despite the SWP's clear wording. The policy requirements themselves* – and previous deadlines – *were* not *enforced at the local depot level. I had already 'failed' **six** different deadlines* without *being blocked from coming into work, despite the unratified policy's clear stance that I be Locked-Out [denied entry into any Purolator premises] until I 'fully complied'. A full breakdown table of these Inconsistencies is listed in my SST-GD Submission.)* [23]

D. SEPARATION

15. On Monday, Jan. 10, 2022, when I arrived at work, my swipe card was disabled, so I could not start my shift. Over the next hour, about 15 of us arrived and all encountered the same situation. Eventually *(Union Rep)* came out to apologise, saying that our access had been removed over the weekend, and that the policy was ultimately going to be enforced, despite past precedent & what they told us last Friday morning. We were all told that we were officially on 'Unpaid Administrative Leave of Absence' *(LOA)* individually, and that we were *not* allowed to 'Strike' as a group, as that was 'contrary to our CBA §4.01!' [24] *(Ironically, this* same section *also prohibits Lock-Outs – which is precisely what was occurring to us…)*

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[23] (DA-740-Args, 2023), p.106: (GE-23-740) Written Arguments [2023-04-23] *(P11: RGD8-3)*
Referenced Tables [p.115] are under 'Argument #4: §Inconsistencies' *(P11: RGD8-12)*
[24] (CBA, 2017), p.281: CBA §4.01: ['Strike & Lock-Out'] *(D01: RGD8-75)*

16. We all asked him for Grievance forms. I filed **Grievance #393##**,[25] complaining that *"I was Locked-Out of Purolator on Jan. 10, 2022, in violation of §4.01 of the CBA. I did **not** request a Leave of Absence… I am ready, willing, and able to work."* We continued showing up at work for the next *five weeks (even* after *receiving our ROEs)*, often video recording ourselves, proving that we *did Not Consent* to this *unilateral*, *"Suspension of work by our employer… done to Compel us to agree to a* new *Condition of Employment." (Lock-Outs Break* both *the CLC & Our Contract.)*

17. *(Unbelievably, this* new *'Condition'* required *me to* irreversibly *receive* multiple direct injections *of an* experimental gene therapy*, somehow 'necessary to protect me' from a* temporary *respiratory illness affecting* <1% *of the population, with a 98%+ Recovery Rate*[26] *[U60: 99.902%]*[27] *– in clear contravention of well-established constitutional & human rights. Purolator constantly cited 'Government Direction' to justify this [unlawful?] Policy, which* self-admittedly *amounts to 'State Action'. This Policy violated our CBA §4.01, the CLC §88.1, CBoR §1(a-b) & several provincial statutes…)*

18. Coercing someone into taking an *experimental* medical product *Against their Will* is patently **unlawful** – as is *Taking their Livelihood* when they exercise their right to Informed Consent by saying 'No'. It is *Not* legal 'Misconduct' to decide **not** to participate in global medical trials.[28]

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[25] (DA:G393##, 2022), p.273: *(Claimant)*, Grievance #393## [2022-01-10] *(D01: RGD8-67)*
[26] (WM-C19-CA, 2024), World-o-Meter: 'Coronavirus Statistics: COVID-19 in Canada' *(Live)*
[27] (CC:CA:TD, 2023): 'Confirmed Positive Cases of COVID-19 in Ontario' *(Statistical Analysis)*, **Dataset:** Ontario Ministry of Health; **Accessed:** 2023-01-04; https://data.ontario.ca/dataset/confirmed-positive-cases-of-covid-19-in-ontario **Analysis:** https://tinyurl.com/CC-ON-C19TestData *(Charts & Graphs)*
[28] Various authorities have admitted to the widespread Experimental Nature of the Mandates: Barack Obama: [2022-04-21] Stanford University speech on the 'Threat of Disinformation': Video: https://c-span.org/video/?c5027705, Article: https://archive.is/Walha

19. Here is the **Official Database** of various 'Phase 3 Clinical Safety Trials' for COVID-19 Vaccines in Canada. *(Hosted by https://ClinicalTrials.gov)* [29]

Clinical Trials *(CA)*: 46 Studies *(Accessed: **April 1, 2024**)*

Status: *(**18** Complete, **9** Active, **11** Starting, **1** Terminated, **7** Others)*

(https://ClinicalTrials.gov/search?term=COVID-19%20Vaccine&cond=COVID-19&country=Canada&viewType=Table&limit=100&intr=Vaccine)

These **3** Primary Studies cumulatively contain **277,000** Participants. As of 2024-04-01, **2** are still 'Ongoing' and *None* of them have posted *any* data.

NO Canadian Trials *(0/46)* have published Results – *not even Interim Reports*. There are **Zero** Safety Studies Available in Canada *(in 2024)*...

*(**Update:** As of July 2024, there are now some 'automatically created' results, which 'may or may not be about the Study'. **This is New Info**, that was Not available at key moments during this process:*
① when Purolator Leadership Issued the Policy [2021-09], ② when Purolator Management Enforced the Policy with widespread Lock-Outs [throughout 2022], ③ when they Defended these Policies during Labour Arbitration [mid 2023], and ④ while I was Arguing my SST EI Cases...)

Clinical Trials Database: *(46 Total Canadian Studies)* ***(https://tinyurl.com/ClinicalTrials-C19Vaccine-CA)***		
Study	**Trial ID**	**Link**
CCEDRRN	**NCT-04702945**	https://ClinicalTrials.gov/study/NCT04702945
BioNTech	**NCT-04368728**	https://ClinicalTrials.gov/study/NCT04368728
CoVaST	**NCT-04834869**	https://ClinicalTrials.gov/study/NCT04834869

[29] (ClinicalTrials.gov (NIH), 2024): Although some Clinical Trials are Canadian *(run by our researchers in Canadian Hospitals & Universities)*, the COVID-19 Vaccines are manufactured by US companies & require FDA regulatory Approval, so they must be registered with the NIH.

20. How can exercising one's Constitutionally-Protected Right to say '**No**' to participating in a Clinical Safety Trial – or taking that *same experimental product (for which Zero Safety Studies have been published)* Outside of the Monitoring included in the Trial context – possibly constitute 'Misconduct'?

21. *(Sidebar: This raises serious Fundamental Justice considerations: the underlying premise is that 10Ks of Canadians were Fired*'en masse'*because they Declined to partake in Medical Experiments: these mRNA Injections are Experimental. They have* never *been Approved for Human Use prior to this Pandemic – and* every *prior attempt to obtain Approval* Failed *because these* Experimental mRNA Gene Therapies *were proven to be objectively Unsafe during their previous Clinical Trials. What Changed? **History will Judge** what happened during this Pandemic – **Did Justice Prevail?**)*

22. I worked the whole pandemic – in *full compliance* with *all lawful* COVID-19 Health & Safety policies – and was *never* identified as a 'safety risk'. What changed? How were we suddenly 'unsafe to customers'? On what *legal grounds* were we being Locked-Out *& Denied our Livelihood?*

Meanwhile, *various* Public Health Authorities *('PHAs')* had evidenced that '**full vaccination**' *"does **not** offer good **protection against infection**" (2021-12-13: Dr. Teresa Tam, CPHO @PHAC)* **&** that *"there is **no material difference** between vaccinated or unvaccinated [people] in terms of the likelihood of spreading the infection." (2022-02-16: Dr. David Patrick, CMO @VCH).* **Also:** *"The vaccine **isn't** providing significant benefit at two doses against the risk of transmission, as* compared to someone unvaccinated*." **&** "Two doses do **not** do much to limit the spread." (2022-02-03: Dr. Kieran*

Moore, CPHO @ON-MoH) [30] *(This list only represents a* small sample *of the* many *authoritative sources citing the virtual ineffectiveness of vaccination.)*

23. If Purolator's goal was to *increase the rate* of Vaccinated Employees *"in order to protect them against serious illness from COVID-19 as well as to provide* ***indirect*** *protection to others, including colleagues"*, [31] they had *many* options available. There were other ways to craft this policy – to raise the vaccination rate high enough to *"ensure a safe & healthy workplace"* and *"keep our people & communities safe from the transmission of COVID-19"* [32] – **without** Breaching our CBA *multiple* ways… *(By:* ***[1]****: Unilaterally inserting a* new *Condition of Employment into our existing CBA* ***without Union Consent****, and* ***[2]****: Causing* widespread *Lock-Outs, which* both ***Breached our CBA [§4.01]*** and ***Broke the CLC [§88.1]****.)*

24. In addition to Breach of Contract *&* Breaking the Canada Labour Code, Purolator's HR Department appears to be guilty of *another* federal offence: **Falsifying ROEs**. **Box 22** on all ROEs states:

> *"I am aware that it is an Offense to make False Entries and hereby Certify that All statements on this form are True."* [33]

This warning is repeated on ESD Canada's 'ROE Guide': *"It is a serious Offence to misrepresent the reason for issuing an ROE. If you knowingly enter a false or misleading reason for issuing an ROE, you may be subject to fines or prosecution."* [34]

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[30] (CanLII 120937, 2023): Teamsters Local #31 v. Purolator Canada *(Labour Arbitration)* **Arbitrator:** Nicholas Glass; **Decision:** 2023-12-14; **CanLII:** https://canlii.ca/t/k1tvz **Public Health Quotes:** ¶232-239 *(PHAC: ¶238; BC: ¶238; ON-MoH: CTV ¶235)*

[31] (SWP-2110, 2021): §2¶2: from the Newest 'Safer Workplaces [Vaccination] Policy' *(V2)*

[32] (SWP-2110, 2021): ibid, §1¶1

[33] (ROE-1-M, 2022), p.23: *(EI Claimant)*, 1st RoE [2022-01-21], Box 22 *(P01: GD3-19)*

[34] (ESDC-ROE-Guide, 2023): It also says, *"Use Code '**N**' [Leave of Absence] when the employee is […] taking Any period of* ***Unpaid Leave****."* *(https://tinyurl.com/CA-ESD-ROE-Guide-16)*

The Criminal Code of Canada *also* speaks to this: **CC §398 ['Falsifying Employment Record']**: *"Every one who, with intent to deceive, falsifies an employment record by* any *means… is guilty of an Offence punishable on summary conviction."* [35]

25. The question of Discipline, Insubordination & Misconduct was central to the Ruling in our recent Labour Arbitration. *(2023 CanLII 120937 [CA LA])* [36] Purolator gave sworn testimony claiming they *did Not Discipline* anyone.

Their *primary argument* raised to defend against charges of *Breach of Contract & Wrongful Termination* was the following: we did *Not Discipline* anyone *(despite the SWP requirement)*, nor were there *any* Terminations. The *Only consequences* for *"employees [who] chose to stand up for their personal autonomy and bodily integrity" (¶286)* was being *"unable to work and… [being] placed on an Unpaid Leave."* [37]

Here are some critical excerpts from this Ruling: *"Those who Elected Not to be Vaccinated were Not treated as Insubordinate and were Not to be Punished for their Decision." (¶398) "…Remaining Unvaccinated was 'a Contravention of the Policy'. This is less negative phrasing, consistent with the approach that the* Employees' Rights of Personal Autonomy & Bodily Integrity *were* Respected *but were* Overridden by Safety Considerations*." (¶430)*

[¶277]: "Firstly, the employer placed unvaccinated employees on Leaves of Absence as opposed to Terminating them. This means that the employment relationship persisted. (¶278) Secondly, enforcing the mandate does Not mean forcing all employees to be vaccinated. It

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[35] (CC, 2024): CC §398: ['Falsifying Employment Record'] *(https://canlii.ca/t/7vf2#sec398)*
[36] (CanLII 120937, 2023): Teamsters Local #31 v. Purolator Canada *(Labour Arbitration)*. All of the referenced quotes are directly copied from this Decision by Nicholas Glass.
[37] (SWP-2110, 2021), p.243-44: Quoting from the Vaccination Policy *(§5.3, D01: RGD8-37f)*

means excluding the unvaccinated from the workplace on grounds of safety. It is Not Punishment for Non-Compliance. It's a Safety Measure & can Only be Justified as Safety Measure." (Lock-Out Notwithstanding?)

[¶280]: "'Every reasonable precaution' obviously does **not** *include the use of force. The employer certainly could not strap down the workers who elected not to get vaccinated and forcibly jab a needle into them. At first glance the* most *that could Reasonably be done was to try and Persuade them by education and argument to change their minds and get vaccinated.* They could Not be Dismissed, *or the employer would have come up against the oft cited* Rogers Rejection of Discipline *in '**Firefighters**' (2022 CanLII 78809 [ON LA]: IAAF 3888 v. Toronto) as a measure which was **Unreasonable** because [it was] 'more intrusive than necessary' to achieve the goal of Workplace Safety."*

Arbitrator Nicholas Glass completely refuted Purolator's reasoning *(¶276-88)* and then provided a contemporary analogy *(¶289-95)* which concluded thusly: *"What the employer is actually doing, is attempting to modify lifestyle. It has **nothing** to do with workplace safety but simply boils down to a benignly tyrannical and paternalistic attempt to* Force *some of its employees to alter a questionable lifestyle choice and thus be able to claim it employs a safer and more healthy set of workers. Motivation of this kind* Never has *and* Never will Justify *a measure Compelling employees to make a lifestyle choice preferred by the employer **or Lose their Livelihood**." (¶276-95)*

"It [vaccination] continued to be, and I am entirely in agreement about this, a reasonable precaution *for any individual to take, in order to lessen their chances of contracting serious illness. However, as I have explained elsewhere, this did Not translate, standing alone, into a Reasonable Justification for a Workplace Vaccine Mandate by which*

> ***unvaccinated workers were Compelled*** *to take this personal 24/7 precaution or be* ***Excluded from the Workplace*** **and** ***Lose their Livelihood****." (¶315)*

26. Purolator Leadership ***knew*** what was at stake – they candidly discussed it in *private* communications obtained through Arbitration Discovery. *(Cited in full @¶240-41, with Arbitrator Analysis @¶242-56)* They were *attempting* to **avoid liability**. So, when facing Labour Arbitration *(for* their *actions)*, they provided one set of answers – but, for SC/EI Reporting, they provided ***contradictory*** answers, blame-shifting responsibility onto the employees. *(I include excerpts from key documents below: @'H: Arbitration' [#40-42])*

27. Former employees from [at least] *three different* provinces can Affirm that they received an 'M' for Misconduct [in Box 16] on their RoE, despite *fully complying* with the policy, by Attesting in the Negative ***&*** consistently adhering to the remining safety practices. *(Like disinfecting, distancing, masking, etc., which I also did.)* Additionally, if their situation is like mine, their assigned SC Investigator was *also* verbally told they were 'Dismissed for Misconduct'. This proves ***both*** the **written & verbal** testimony Purolator HR provided to SC/EI was **knowingly false** to Avoid Liability.

Compare the clear **contradiction** between what Purolator HR told SC about *'non-compliant employees'* for RoE *&* EI Purposes ***versus*** what they argued *under oath* during Labour Arbitration. **Correlate** with their *internal communication* stating their **#1 Objective** was to ***Avoid Liability****: this* goes a *long way* towards proving **Intent**. *(More on this below…)*

28. The Reason Purolator HR told SC/EI that we were All 'Dismissed', 'Disciplined', or 'Suspended for Misconduct' – and *Not* the **truth**, that we were All on *'Approved Administrative Leave of Absence'* – is obvious. Under

long-established *(and often affirmed)* Supreme Court precedence in 'Cabiakman', they established that employees *unilaterally* placed on *non-voluntary, non-consensual* Admin. Leave must be paid. [38] *(cf. ¶61, 72, 79)*

(¶61): *"The employer may* always *waive its right to performance of the employee's work, but it cannot avoid its obligation to pay the salary IF the employee is available to perform the work but is Denied the opportunity to perform it… (¶72) Finally, we are of the opinion that an employee on whom an* Administrative Suspension Without Pay – *to which the* Employee has Not Consented – *is* Imposed *might, as a rule, properly regard that measure as a* ***Constructive Dismissal****. In such a case, the Employer is in* Breach of its Obligations *… to provide work & to Pay the employee. …the employee will then be able to bring an Action for Damages for Breach of Contract…" (The SCC Affirms Our Position…)*

(¶79): *"…the Withholding of Pay poses a different problem. In the instant case, in the context of a Suspension that* at All times *remained Administrative in nature, there was no reason to refuse to pay the salary of an employee who remained available to work. It was* Not open *to the appellant to* unilaterally impose *a temporary cessation of performance of the correlative obligations… The respondent was Not required to endure the Suspension, imposed on him by the appellant, of the performance of his work* **and also** *be Denied the Consideration for that work, namely his Salary. This conclusion … is entirely consistent with the majority of the Decisions of specialized Labour Law Tribunals involving the application of CBAs, is based on the nature of the reciprocal obligations created by an individual Contract of Employment…"*

Cabiakman v. Industrial Alliance Life Insurance, 2004 SCC 55

[38] (SCC 55, 2004): Cabiakman v. Industrial Alliance Life Insurance Co. *([2004] 3 SCR 195)*
All of the referenced quotes are directly copied from this Supreme Court Decision.

29. In addition to Breaking the CLC & Breaching our Contract, Purolator's policy and enforcement actions also constituted *another* labour-relations violation – one identified by our SCC in Cabiakman: 'Constructive Dismissal'.

ESDC *('Employment & Social Development Canada')*, the *same* federal department that manages E.I., also maintains our national Labour Standards: IPGs *('Interpretations, Policies & Guidelines')*. '**IPG-033**' is the Policy *Prohibiting* 'Constructive Dismissal', which is defined as: [39]

"**Constructive Dismissal**: describes situations where the Employer has *Not directly* fired the employee. Rather the employer has: **(1)** Failed to Comply with the Employment Contract in a Major respect; **(2)** Unilaterally Changed the Terms of Employment, *or* (3) expressed a *settled intention* to do either thus forcing the employee to quit. Constructive Dismissal is sometimes called *'Disguised Dismissal'* or *'Quitting* with *Cause'*. This is because it often occurs in situations where the Employer offers the employee the alternative of: (1) Leaving, or **(2)** Submitting to a *Unilateral* and Substantial Alteration of a Fundamental Term or Condition of their Employment. […] **IF** the employee *clearly indicates Non-Acceptance* of the *New Conditions* of Employment to the employer, there ***has been*** a Constructive Dismissal. […] *Examples: (1) Changes in Powers or Duties; (2) Threats & Suspensions; (3) Reduced Hours, Salary, Status, or Benefits."*

ESDC, IPG-033: Constructive Dismissal

Constructive Dismissal is *clearly* considered 'Just Cause' under EIA §29(c), specifically clauses: (vii/ix) 'Significant Changes' & (xi) 'Contrary to Law'. [40]

[39] (ESDC-IPG-033, 2023): 'Constructive Dismissal' Prohibition Policy. IPGs: (ESDC-IPGs, 2024)
[40] (EIA, 2023), §29(c): Employment Insurance Act *(SC 1996, c.23)* *(https://canlii.ca/t/7vtf)*

E. SC/EI DECISION

30. On Jan. 20, 2022, I Applied for E.I. since I was missing paycheques.

31. On Jan. 21, 2022, I officially received my *first* RoE, **coded 'M' for Misconduct** [in Block 16], which solidified my Separation from Purolator, as this [knowingly false] form was *also* filed with the Canadian Government: Service Canada ['SC']. [41] *(Block 16 should have been 'N'. Block 18, intended for 'specific details about exceptional circumstances' was left Blank.)* *[FN-34]*

32. On Jan. 25, 2022, *(Corporate Executive) (Senior Leadership Team: Primary Roles & Titles)* told a SC Investigator that I was *"**Dismissed** based on the Covid-19 Mandates."* [42] This is *another* example of Purolator HR personnel *Knowingly* submitting **false information** to the government, without regard for the harm it may cause. *(This False Statement was quoted as Justification in my first EI Denial.)*

33. On Feb. 23, 2022, another SC Investigator interviewed *(HR Manager) (my local depot HR Rep.)* about my employment situation. She finally corrected the record, saying that I was *"on LOA because of Workplace Safety for Vaccination… and* Not Dismissed*."* She explained that *"it was an enforced Unpaid LOA so they coded it as Dismissal."* [43]

34. On Feb. 27, 2022, I received my *first* official EI Decision letter: **Denied**. I was *"Not entitled to EI Benefits… because I Lost my employment… as a result of **my 'Misconduct'**."* [44]

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[41] (ROE-1-M, 2022), p.23: *(EI Claimant)*, 1st RoE [2022-01-21], Box 16/18 *(P01: GD3-19)*
[42] (EI-SRC-1, 2022), p.28: *(Executive)*, 1st SRC [2022-01-25], ROE Details *(P01: GD3-24)*
[43] (EI-SRC-2, 2022), p.36: *(HR Manager)*, 2nd SRC [2022-02-23], ROE Details *(P01: GD3-32f)*
[44] (EI-Decision, 2022), p.39: Service Canada [2022-02-27], EI Decision Letter *(P01: GD3-35f)*

F. CEIC: #466###

35. On Mar. 24, 2022, I Appealed this Decision on the grounds that *I did Not commit Misconduct*. Purolator's *[sworn] legal stance* is Clear: my LOA was *Not* Disciplinary – I was on Approved 'Leave of Absence' **not** 'Dismissed for Misconduct'. [45] *(Leave the CLC legally deemed an unlawful 'Lock-Out')*

36. On Apr. 27, 2022, the CEIC **Denied** my Request for Reconsideration *('RFR')*. [46] After *"performing an in-depth review of the circumstances… [**Issue: Misconduct**]: The Decision has been Changed to the following* new *Decision: 'Leave of Absence Without Just Cause'… [Still] Disentitled."*

G. RETIREMENT

37. By May 2022, my situation was getting desperate: financially, maritally, physically *&* mentally. I was now *over four months without employment income*, repeatedly denied EI on false grounds, the credit cards I was living on were maxed out, I came *close* to missing mortgage payments, and we were still living with significant pandemic ramifications. All of this created tremendous household stress, which in turn led to physical *&* mental health issues. If I didn't find a substantial source of income soon, I was looking at losing my home – or my marriage – or both…

In desperation, I decided to take the only realistic option I saw available, despite the consequences of doing so: I applied for *early retirement*, so that I could withdrawal some pension income to live off. This was nowhere near

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[45] (EI-SRC-3, 2022), p.49: *(Claimant)*, 3rd SRC [2022-04-27], EI-RFR-466### *(P01: GD3-45)*
[46] (EI-RFR, 2022), p.51: EI Commission [2022-04-27], Reconsideration Letter *(P01: GD3-47f)*

enough to replace what I lost *due to Purolator's [unlawful] actions*, but it saved my life – at least figuratively – maybe literally.

38. On May 13, 2022, I applied for early retirement *under duress*, despite having *at least ## good years* of income-earning left. Since I cannot access government pensions until I turn 60, this was my only viable option, despite the long-term costs associated with this choice.

39. On May 27, 2022, I received my *second* RoE: this time it was coded **'G'** for 'Mandatory Retirement'. [47] *(Technically, this* should *have made me eligible for EI, but alas…)* I want to include two corollary observations:

(a) [Block 14] 'Expected Return Date': My *new* RoE was marked 'Unknown' *(as opposed to 'Not Returning')*

(b) Did Purolator apply for the 'Work Force Reduction' program? *(Using 'G' while maintaining 'M' for Employees on Admin Leave?)*

H. ARBITRATION

40. Also on May 27, 2022, *(Executive #2) (Primary Roles & Titles)* sent a draft confidential brief to his fellow *(Executive #3) (Primary Roles & Titles)*, initiating an executive discussion about the SWP, specifically: *"When, if ever, should Purolator remove its Mandatory COVID-19 Vaccination Requirement for its employees?"* Within the body, he quoted Dr. Shaan Chugh *(Purolator's own internal Chief Medical Director, from the Cleveland Clinic)*, stating, *"Current Canadian health data suggests that current variants of concern pose less serious health risks than previous variants,*

[47] (ROE-2-G, 2022), *p.25: (EI Claimant)*, 2nd RoE [2022-05-27], Box 14/16 *(P01: GD3-21)*

Vaccination is less effective in reducing transmission of these variants… This has been True for several months." What follows this Clear Admission of Fact is a lengthy list of self-serving reasons Why they should *Not* end the policy: *Confusion, Anxiety, Resentment, Over-Staffing, Reputation,* ***Legal Liability****… (¶240)* [48]

41. On June 6, 2022, *(Executive #2)* emailed a more comprehensive version of this draft to *both (Executive #3) and* their boss, *(Executive #1)*, seeking *"additional insights in finalizing the recommendation."* It mostly contained expanded versions of the same *self-serving arguments* as before, including this: *"Anticipated Unfavourable Impact on Purolator's ability to successfully Defend against individual Civil Claims alleging Wrongful Dismissal… Anticipated Unfavourable Impact on Purolator's ability to successfully Defend against continued union efforts (mainly by Teamsters) to challenge Safer Workplaces Policy, and Secure Compensation for 563 Unionized Employees placed on Unpaid Leave as well as additional moral & punitive damages…"* (This is an *Admission of 'Guilty Knowledge'*: they Admit to [wrongfully] Depriving the Livelihood of 563+ Union Workers *(+Hourly, ~1400 total?)* and *Recognise their Liability – yet wilfully chose* to *further Deprive us,* lest they 'Appear' to Admit Guilt?! *[¶241])*

42. Arbitrator Nicholas Glass commented at length on this specific situation in his Ruling *(¶242-53)*. He also commented on *(Executive #2)'s* sworn answers provided during deposition. *(¶254-57)*

> [¶244]: *"**[1]** …Management was aware of current data that vaccination was* less effective *in reducing transmission of these variants… this consideration was treated by Management as favourable to the Lifting of the Mandate…"*

[48] (CanLII 120937, 2023): All citations from: 'Teamsters #31 v. Purolator' Arbitration

[¶245]: *"**[2]** …It was obviously well known by then that the Federal government was Not going to go ahead with its Requirement of Mandatory Vaccination for All federally regulated workplaces…"*

[¶246]: *"**[3]** The third consideration requires No Comment."*

[¶247]: *"**[4]** The fourth consideration provides an Unjustified Premise."*

[¶249]: *"Given the then current environment, with* so many *public sector employers and public health authorities Lifting their Mandates and other Restrictions in a steady stream… it was an unfortunate failure of due diligence on the part of the Employer to make* No Effort *to verify the current status of its major customers' vaccination requirements… The failure to verify its continued existence in any substantial way counts quite heavily Against its position that was a reasonable contributory factor in continuing the mandate in June 2022…"*

[¶250]: *"**[5]** The next consideration, third party site considerations, suffers from the same lack of evidence of any attempt to confirm and verify the current status of these vaccination requirements."*

[¶251]: *"**[6]** The next consideration, Workforce Impact Considerations, amounts to no more than a series of speculations about the possible* adverse consequences *for the* Employer *of lifting the mandate. These speculations had* no place *in an* Assessment of the current effectiveness *of the ban in contributing to the goal of Improved Workplace Safety… All the speculations were entirely focused on the interests of the Employer's side Only. This portion of the brief provides an unfavourable insight into the employer's lack of recognition and appreciation of its **KVP/Irving Responsibilities**."*

[¶252]: *"**[7]** The same comment applies to the final consideration which was Ongoing Litigation Considerations. This final consideration contributed nothing towards demonstrating the* Reasonableness *of the employer's continuation of the vaccine mandate as of June 2022."*

[¶253]: *"**[8]** As for any other management discussion about continuing the mandate around that time, there was very little evidence of it…"*

(Arbitrator Nicholas Glass. Excerpts From: ¶242-253) [49]

43. On June 14, 2022 *(only one week later)*, the Canadian Government *publicly* announced that they were *"Suspending Mandatory Vaccination for Federal Employees"* effective June 20, 2022. [50]

Their stated Rationale for this was their *"Review of the current public health situation, notably the evolution of the virus and vaccination rates in Canada"* and that current vaccines' *"Level of Protection against Infection and Transmission of COVID-19 decreases over time."* Furthermore, *"As of June 20, 2022, federal public servants who were subject to* Administrative Leave Without Pay *(LWOP), as a result of the vaccination policy, may **resume regular work duties with pay**."* Purolator's SWP was *primarily* justified on the *"federal government's recently announced direction."* Now that this *Reason* was eliminated, did Purolator leadership move to end this Unjust situation? **NO!**

It gets worse. Further down the bulletin, the government made *another* important proclamation: *"When mandatory vaccination for employees of the CPA was announced last fall, Crown corporations and separate agencies followed suit by implementing their own vaccination requirements. **They***

[49] (CanLII 120937, 2023): *Ibid, ¶242-253*
[50] (TBS-Policy-End, 2022), *p.459:* TBS Canada: Vaccine Mandate Policy Suspension *(D02)*

***are now being asked to suspend their vaccination requirements.**"*

The federal government *explicitly* asked Purolator to *Suspend their Policy*…

(They would ultimately take over ten months to do what Canada asked.)

I. SST: GE-22-2273

44. On Jul. 04, 2022, I Appealed the Commission's **Denial** of my EI Benefits Case *(CEIC RFR)* to the Tribunal *(SST)* & was given Case #**GE-22-2273**. Due to their serious backlog – primarily due to *this exact* issue *(COVID-19 Mandate 'Misconduct' Cases)* – it took *several months* for my case to be assigned to a TM *(Member)*. [51]

45. I called the Tribunal twice over the next 11 weeks for Status Updates *(on 2022-08-11 & 2022-09-21)*, and they confirmed that my Case was *still* stuck in Back-Log. [52]

46. Finally, on Oct. 06, 2022, my EI Case was finally assigned to [TM] Catherine Shaw, who [Providentially] Approved my Late SST Application. **11** days later, on Oct. 17, 2022, she sent me an 'Intention to Summarily Dismiss' notice *('ISDN')*, [53] on the Grounds that My E.I. Case had *"No Reasonable Chance of Success."* She gave me 15 Days to respond.

47. On Nov. 01, 2022, I responded to the ISDN with 15 Pages of written arguments, [54] citing many sections in SC's EI 'Digest of Benefit Entitlement

[51] SST: Tribunal Certified Record *(FCA2-6: #107 [GD4] / #102 [GD6], p.144 / p.135-36)*
[52] SST: Tribunal Certified Record *(FCA2-6: #103-04, p.137-38)*
[53] (DA-2273-ISDN, 2022), *p.61:* [SST-TM] C. Shaw, Intent to Summarily Dismiss *(P03: GD7)*
[54] (DA-2273-Args, 2022), *p.65:* (GE-22-2273) Written Arguments [2022-11-01] *(P04: GD8)*

Principles' *('DBEP')*. [55] I primarily focused on determining 'Just Cause' vs. 'Misconduct' in contentious employment separations *(Ch. 6-7)*. [56]

My Main Arguments were based on the EIA §29(c) **'Just Cause'**. [57] My alleged 'Misconduct' was based on 'non-compliance' with a corporate policy that broke multiple laws – and violated our Employment Contract.

EIA §29(c)(xi) declares that *"practices of an employer that are Contrary to Law"* constitutes 'Just Cause' for Leaving Employment. *(Policy **&** Lock-Out)*

Secondarily, §29(c)(vii) & §29(c)(ix) also declare that "Significant Changes" to *"Terms & Conditions respecting Wages"* & *"Work Duties"* ***also*** constitute 'Just Cause' for Leaving Employment. *(i.e. Constructive Dismissal)*

I provided detailed responses for the *'No Reasonable Alternative'* and *'Elements of Misconduct'* Tests, as well as Rebuttals to various claims in her ISDN, including relevant Law & Jurisprudence.

48. On Nov. 04, 2022 *(only 3 days later)*, she responded by **Summarily Dismissing** my Case. [58] In her 5 Page Decision, she did *Not* address *Any* of my arguments. Although she did state: *"the Claimant provided additional submissions, which I have taken into consideration in this Decision." (¶15)*, there was *not one reference* to anything I said, nor *any response* to any points I argued. *(It looked like she merely copied a standard Summary Dismissal Template and inserted the few specifics relevant to my case.)*

49. Back to Purolator, on Nov. 07, 2022, *(Executive)* sent out a 'Final Warning' letter *(on Purolator letterhead)* to All Union workers who were *still non-compliant* with the policy *(unattested + unvaccinated)*. In it, they

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[55] (ESDC-DBEP, 2023): ESDC: Digest of Benefit Entitlement Principles *(EI Jurisprudence)*
[56] **Ibid:** Chapter 6: 'Voluntarily Leaving Employment' **&** Chapter 7: 'Misconduct' *('Just Cause')*
[57] (EIA, 2023), §29(c): Definition of 'Just Cause' in the EI Act *(https://canlii.ca/t/7vtf#sec29)*
[58] (DA-2273, 2022): SST Decision: DA v. CEIC [2022-11-04], C. Shaw: 2022 SST 1649 *(P05)*

reiterated the requirement that *All "employees attest to being vaccinated against COVID-19 as a Condition of Employment."* [59] (Here, their *(Exec Role)* is *Admitting in writing* that Purolator's Senior Leadership Team *legally* considered their Vaccination Mandate to be a 'Condition of Employment' – one *Never Ratified* by the Union.) *(¶1)*

Further down, they confirmed that *"Employees who were Not Compliant with the Policy on that date [2021-01-10] were Authorized to be placed on Unpaid Administrative Leave."* Here they confirmed *again* that this was an Admin Decision, *Not a Disciplinary one:* Purolator executives considered *everyone* to be on 'Authorised Leave' – *Not* 'Dismissed' or 'Suspended for Misconduct'. *(Still ¶1) (Why did All their government filings [mis]state this?)*

[¶3]: *"Our records indicate that you have been absent from work on Authorized Leave since the Policy became effective in January of 2022, and remain Non-Compliant with the terms of the Policy to this day. While the Company has so far Agreed to have you placed on Administrative Leave, you are reminded that Compliance with the Policy constitutes a requirement of your employment." (In case it wasn't clear, they reaffirmed these same crucial facts again, leaving No Doubt as to our [& the SWP's] legal 'Status'…)*

[¶4]: *"As part of the Company's Review of the Policy and of the Impact of the continued Absence of Non-Compliant employees, we are contacting you to advise that you are Required to Update your Attestation of your current COVID-19 Vaccination status… by No Later than November 16, 2022. [NB: ~1 week away]" (Here, they admit that they* Reviewed *the Policy & Still deemed it* ***Reasonable*** *– notwithstanding what transpired in June [more than* five months *earlier]… [cf. #43])*

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[59] (C19-FWL, 2022), p.254-55: *(Executive)*, Final Warning [2022-11-07] *(D01: RGD8-48f)*
All the Quotes come from this 'Warning Letter', which proves their '[mis]reporting' in writing.

[¶5]: *"You* must *complete this Attestation by the above date. Should you fail or refuse to do so, you will be* Deemed to have *Abandoned your Employment and your employment relationship with Purolator will be Administratively Terminated." (Even the Termination is confirmed as 'Administrative' in Nature, NOT Disciplinary.)*

J. SST: AD-22-909

50. On Dec. 04, 2022, I **Appealed** TM Shaw's **Summary Dismissal** of my Case *(to the SST-AD)* and was assigned Case #**AD-22-909**. [60]

51. On Dec. ##, 2022, I received an **Invitation** to attend a ***Settlement Conference*** on the grounds that *"in some recent Decisions, the Appeal Division has held that the General Division did Not apply the correct legal test for Summary Dismissal in Misconduct cases."* [61] However, the fine print indicated that *everything* we discussed at that Conference would receive a *[national security] Information Classification level of 'Confidential'*, meaning that, if I attended, I could *not legally mention* Any of Purolator's unlawful behaviour again – anywhere – for any reason. That would virtually *preclude any* opportunity to obtain Justice – from any forum.

52. On Dec. ##, 2022, I **Declined** the Settlement Conference Offer and elected to follow the standard Appeal process, recognising that both the Facts & Law were on my side in this Case. [62]

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[60] SST: Tribunal Certified Record *(FCA2-6: #92 [AD01])*
[61] (DA-909-ISC, 2022), p.90-95: Settlement Conference Invitation [2022-12-##] *(P07)*
[62] SST: Tribunal Certified Record *(FCA2-5: #87-83, p.117-20 [AD02-03])*

53. On Jan. 17, 2023, I submitted 5 Pages of written arguments, citing Errors in Law & a Breach of Procedural Fairness. [63] The SST-GD does *not* have the lawful ability to make Decisions 'On the Record', nor Deny Benefits without holding a Hearing, giving me an 'opportunity to be heard'.

54. On Feb. 16, 2023, TM Janet Lew **Allowed** my Appeal, *"returning this matter to a different Member of the GD for Reconsideration." (¶20)* [64] However, due to the continued backlog, this took a month to happen. [65]

K. SST: GE-23-740

55. On Mar. 13, 2023, my Case was Assigned to TM Elizabeth Usprich and given Case #**GE-23-740**. [66] *(But I was only given 17 Days to Respond.)*

56. On Mar. 30, 2023, I asked for a Time Extension as 17 Days was not nearly enough time to adequately prepare. I cited each of my *four* previous Appeals providing [at least] 30 Days to respond. TM Usprich Granted my request, giving me until Apr. 21 *&* setting my Hearing for May 16, 2023. [67]

57. In the interim, on Apr. 13, 2023, Purolator published their long-overdue 'Pre-Shift Notice', announcing that *"Purolator Suspends COVID-19 Vaccination Requirement for All Employees."* [68] Here are the highlights:

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[63] (DA-909-Args, 2023), *p.99f:* (AD-22-909) Written Arguments [2022-01-17] *(P09: AD4)*
[64] (DA-909, 2023): SST Decision: DA v. CEIC [2023-02-16], J. Lew: 2023 SST 171 *(P10)*
[65] SST: Tribunal Certified Record *(FCA2-5: #79-74, p.107-12)*
[66] SST: Tribunal Certified Record *(FCA2-5: #73 [RGD02])*
[67] SST: Tribunal Certified Record *(FCA2-4: #70-64, p.97-103 [RGD03-05])*
[68] (C19-PSN, 2023), p.256: Purolator Suspends Mandate [2023-04-13] *(D01: RGD8-50)*
All Quotes come from this 'Pre-Shift Notice', which finally Ends the [SWP] Vaccination Mandate.

"Effective May 1, 2023, Purolator will Suspend its Requirement for Employees be Fully Vaccinated against COVID-19 and Attest to their vaccination status in order to attend work."

"Front-line unionised employees currently on Leave of Absence for Non-Compliance with the Policy will soon be contacted via letter. These employees are required to contact (Executive), (Roles & Titles), via email by April 21, 2021, to arrange for their return to work. Non-unionised employees who are not *currently working will be contacted directly by Human Resources to discuss their individual circumstances."*

"Public health guidance, in particular the Public Health Agency of Canada and Canadian provincial health agencies, continue to strongly recommend *our employees be vaccinated. However, neither continue to recommend it as a Requirement of Employment."* ***(NB:*** *B.C. was the* last *provincial jurisdiction to drop their public 'Vaccine Passports' on Apr. 7, 2022. Quebec was the* last *province to drop their remaining COVID-19 Mandates & Restrictions on May 14, 2022 – exactly one month before the Federal Government became the* last *public governing body to follow suit – and* explicitly *requested that Purolator to do likewise.* ***It took Purolator over 10 months [321 days] to Comply with this* clear public request***. *[2022-06-14 to 2023-05-01])* That is **46 weeks of lost pay** for affected employees… *(NB: The CLC §100(1) legislates "a Fine not exceeding $1000 for each day that the Lock-Out Continues [for] every Employer who declares or causes a Lock-Out contrary to this Part." $1K/day at 321 Days…)*

58. On Apr. 23, 2023, I submitted 12 Pages of written arguments, and two Appendices totalling 391 Pages.[69] *('Appendix A: Additional Documents' [295*

[69] (DA-740-Args, 2023), *p.106f:* (GE-23-740) Written Arguments [2023-04-23] *(P11: RGD8)*

Pages] [70] *contained Exhibits/Evidence* ***and*** *'Appendix B: Prior Submissions' [96 Pages], combined all relevant documentation from prior EI Stages).*

I made five main arguments and explicitly defined the '**Primary Issue**':

"Can Employers Legally implement corporate policies that clearly *Contradict established Laws?* *And can employers then enforce compliance through coercive means, including* Breaching Employment Contracts *&* Terminating Employment?" *(This question was not – and still has not – been answered.)*

Argument #1: Collective Agreement *Nullifies* Unlawful Corporate Policies
§5.05 in our CBA explicitly Nullifies any policy that violates *either* applicable legislation *or* any existing term in the current CBA. And CBA §3.01, §5.01, and §22.02 clearly require *all* corporate policies & business processes to operate within these same two boundaries: the Law & our Contract. [71]

Argument #2: Employer's COVID-19 Policy *Violated* Numerous Laws
Purolator's SWP violates various federal & provincial statutes. *(For brevity, I won't repeat anything already listed elsewhere.)* I conducted an analysis of the two authorities Purolator referenced in their Policy *(CLC & TBS Policy)*, showing how *both* are federal statutory instruments *"coming under the legislative authority of Parliament"*, meaning *both* are subject to the CBoR §5(2-3) – which this corporate policy clearly, repeatedly violates. EIA §29(c)(xi) declares that employees possess 'Just Cause' for Leaving Employment when *"practices of an employer are Contrary to Law".* [72]

Argument #3: Every Available *Reasonable Alternative* Was Exhausted
A Finding of *Just Cause* requires meeting the "No Reasonable Alternatives" Tests set out in DBEP §6.8.1. I provided the evidence proving that I did.[73]

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[70] That Appendix is now mostly contained in Appendix B: *(at [D01], RGD8, p.224-458)*
[71] (DA-740-Args, 2023), *p.108:* (GE-23-740) Written Arguments [2023-04-23] *(P11: RGD8-5f)*
[72] (DA-740-Args, 2023), *p.109:* (GE-23-740) Written Arguments [2023-04-23] *(P11: RGD8-6f)*
[73] (DA-740-Args, 2023), *p.112:* (GE-23-740) Written Arguments [2023-04-23] *(P11: RGD8-9)*

Argument #4: Policy Enforced Inconsistently & Breached Our Contract [74]
In addition to being Unlawful, the SWP also Breached our CBA. If neither of those reasons were good enough, it also failed the Common Law 'Consistency Test'. This policy was applied Inconsistently between Depots – and ours did Not enforce it at all… I provided four tables listing the 20 *different* Deadline dates & [conflicting] Consequences that were Selectively or Inconsistently enforced. *(In my specific situation, I had already 'failed' 6 different deadlines, each one* 'requiring' *I be designated 'unable to work' [Locked-Out from Purolator premises], yet None of them were enforced until Deadline #7 [on 2022-01-10].)* I also listed all the Admissions from Purolator executives, where their own written words condemn them.

Argument #5: Misconduct *Cannot* Result from *Annulled* Corp. Policies [75]
The EIA lists three ways to separate from Employment: (1) Leave *with* Just Cause; (2) Leave *without* Just Cause; and (3) Suspension/Termination for Misconduct. Of these, two are Grounds for Disqualification/Disentitlement *(cf. EIA §30-33)*. Based on the Facts in *my* specific Case, the Law *(EIA)*, Private Law *(CBA) &* Jurisprudence, I could not have committed Misconduct. And that's a *separate* Finding from whether I have Just Cause. I have both.

59. On May 16, 2023, I attended my Video Hearing with TM Usprich *and (redacted) (my [Family Member] & Legal POA as my Support Person)*, which lasted for about 2:15 hr. The CEIC chose *not* to attend, relying on their written submissions from my original Case *(2022-07-18; GE-22-2273)*. [76]

60. I believe the *Hearing* was Fair. TM Usprich *"was engaging, listened to my testimony, and asked clarifying questions. She answered most of my*

[74] (DA-740-Args, 2023), *p.112:* (GE-23-740) Written Arguments [2023-04-23] *(P11: RGD8-9f)*
[75] (DA-740-Args, 2023), *p.116:* (GE-23-740) Written Arguments [2023-04-23] *(P11: RGD8-13)*
[76] (CEIC-Args-1, 2022), *p.53-60:* CEIC 'Representation': Arguments [2022-07-18] *(P02: GD4)*

inquiries and, for the most part, I believe I was finally given a good opportunity to present my EI Benefits case." [77]

61. On Jun. 08, 2023, she **Dismissed** my Case with a 23 Page Decision. [78] However, she made 3 Errors in Law & 3 Errors in Fact. *(I also noticed that she was using Templates, as she used several lengthy passages from other Decisions completely unrelated to mine, including identical footnotes.)*

L. SST: AD-23-694

62. On Jul. 10, 2023, I **Appealed** TM Usprich's **Dismissal** of my GD Case *(to the AD)* and was assigned Case #**AD-23-694.** [79] I included 15 Pages of written arguments, citing the various Errors in Law & Fact she made. [80]

I also inquired about her Use of Templates, as it seemed unusual *(and unnecessary)* to Copy & Paste Reasons between *different* Decisions when each Case is based on *unique* Claimants, each with *their own* facts & stories.

(As an aside TM Lafontaine answered this question in his Decision, excusing it as a way to "deal with a very high volume of appeal applications." [81] *Why **is** there such a 'high volume of appeal applications'? Does that justify Not taking the time to Answer each Claimant's case on* its own *merits? Especially when Copy/Paste results in Errors: mismatching citations/fnotes?*

*SST Members (EI): 19/09=50, 20/10=45, 21/07=**36**, 22/07=39, 23/10=54*

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[77] (DA-694-Leave, 2023), p.141 [cf. FN-80] *(ADN1-9)*
[78] (DA-740, 2023): SST Decision: DA v. CEIC [2023-06-08], E. Usprich: 2023 SST 1093 *(P12)*
[79] SST: Tribunal Certified Record *(FCA2-3: #42-39, p.69-73 [ADN01])*
[80] (DA-694-Leave, 2023), p.141-55: (AD-23-694) Leave Arguments [2023-07-10] *(P13: ADN1)*
[81] (DA-694, 2024), p.209, ¶52: [cf. FN-94] *(P17, p.209)*

Considering the circumstances, these SST Staffing Changes raise interesting questions, especially factoring the Term Expiry Dates of Missing TMs…)

SST Statistics: Case Load *(By Separation Reason)*				
Year	**EI Cases**	**Non-Vax**	**Vax Cases**	**Vax Rate**
2020	699	699	0	0.0%
2021	564	557	7	1.2%
2022	1213	806	407	33.6%
2023	1026	495	531	51.8%
Total	**3502**	**2557**	**945**	**27.0%**

SST Statistics: Benefits Granted Rate *(By Reasons + Difference)*										
22+23	**Cases**	**Yes**	**Rate**	**Non**	**Yes**	**Rate**	**Vax**	**Yes**	**Rate**	**Diff**
GD	1185	179	15.1%	695	161	23.2%	490	18	3.7%	6.31x
AD	1054	223	21.2%	614	188	30.6%	440	35	8.0%	3.85x
Total	**2239**	**402**	**18.0%**	**1309**	**349**	**26.7%**	**930**	**53**	**5.7%**	**4.68x**

63. On Sept. 19, 2023, TM Pierre Lafontaine **Granted** me Leave to Appeal *without* providing any Reasons. [82] I requested them in writing Sept. 25,[83] and I received a 5 Page Decision on Oct. 03 explaining why. [84]

His main justification was 'Reason #4: Ignored Management Inconsistency'.

64. On Sept. 22, I called to *"Expedite my Hearing due to Financial Hardship"* as I was *very close* to losing my home. [85] By this time, my financial situation

[82] SST: Tribunal Certified Record *(FCA2-3: #35-36, p.65-66)*
[83] SST: Tribunal Certified Record *(FCA2-2: #28, p.40, ADN02)*
[84] (DA-694-Reasons, 2023), p.156-60: Leave Granted: Reasons [2023-10-03] *(P14, p.156f)*
[85] SST: Tribunal Certified Record *(FCA2-3: #38, p.67 [2023-08-15] / #37, p.56 [2023-09-08])*

was *Desperate.* My Hearing was originally set for Jan. 24, 2024, but they rescheduled it for Nov. 28, 2023, *two months* earlier. [86]
(I previously called on Sept. 08, but that was before *Leave was Granted.)*

65. This critical *(dubious?)* loss of income was devastating to our family. In addition to taking early retirement, I was also forced to take the maximum withdrawals from my future RRSPs just to pay my bills *(to avoid bankruptcy & homelessness)*. My annual income dropped by **$5#K** because of this tragedy *(T4s: from $##K in 2021 to $##K in 2023)*. Not only were we all living with a global pandemic, but the rushed, pressured, and occasionally unlawful responses from some entities compounded our problems. *(And there are some who made out far worse than our family did: we're all alive and still together – some households cannot say that in 2024…)*

66. On Oct. 18, 2023, Angèle Fricker *(on behalf of CEIC, the Respondent)* submitted 6 Pages of written arguments. [87] Although she referenced 'new' information from my GD Hearing, her substantive Argument did not change:

I should be Denied EI per the 'Misconduct Test'; the fact that my Employer violated *both* binding Legislation *&* our CBA was Irrelevant *('ultra vires')*…
*(This 'Misconduct Test' is Fatally Flawed: it contains **2** Logic Errors. [#68(f)])*

67. On Oct. 23, 2023, the SST sent both the CEIC & I an audio recording of my GD Hearing. [88] *(Case: GE-23-740; Date: 2023-05-16; Length: 2:15 hr)*

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[86] SST: Tribunal Certified Record *(FCA2-3: #19-21, #24-25, p.31-35, ADN0A)*
[87] (CEIC-Args-3, 2023), p.161-66: CEIC Representation: Arguments [2023-10-18] *(P15: ADN4)*
[88] SST: Tribunal Certified Record *(FCA2-3: #16-13)*

68. On Nov. 13, 2023, I submitted 33 Pages of written arguments [89] – much of which went unaddressed in TM Lafontaine's Decision.

Here is a brief Outline, Summarising the Primary Intent of each Section:

a. Foundational Principles: I look at key Factors impacting Reasonableness from Vavilov. *(Legislative Intent, Common/Private Law & Coherence)*

b. Legislative History: I Analyse the EI Act's Text & History *(from 1970–1996)*, focusing on the 'Just Cause' clause: §29(c), showing there is *only one legitimate* Interpretation & Application. *(Bills: C-21, C-105, C-113)*

c. Argument #1: TM Used Nullified Policy & Misused Our CBA
Various Errors in Law & Jurisdictional Problems due to *inconsistent application* of CBA Terms & Common Law principles *(like the KVP Test).* I also identify multiple Logical Fallacies in the TM's Reasoning Process.

d. Argument #2: TM Cited Inapplicable Case Law
Various Errors in Law by continuing to cite Jurisprudence with different underlying Fact Patterns, rendering them Inapplicable to this Case.

e. Argument #3: TM Ignored Management Admissions
I examine two Errors in Fact regarding explicit written admissions from Purolator executives proving the illegitimacy/inapplicability of the SWP.

f. Argument #4: TM Ignored Management Inconsistency
Errors in Law & Fact regarding the SWP's Applicability. Various Common Law Tests *require* Policy Consistency for it to be deemed Legitimate.

g. Appendices: SWP Unlawfulness. I compare the Policy in question to various Statutes, showing how it creates 4 Major Problems, which violate multiple Federal & Provincial Laws – and Breach the CBA.

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[89] (DA-694-Args, 2023), *p.167-99:* (AD-23-694) Written Arguments [2023-11-13] *(P16: ADN6)*

69. Crucially, in Argument #1, I pointed out that the *Common Law* 4-Part 'Misconduct Test' contains **two** different Logical Fallacies. Vavilov states that *Logical Fallacies*, *Circular Reasoning*, and other *Absurdities* constitute **Incoherent Reasoning** – which are legitimate Grounds for Review – and can [potentially] lead to setting Decisions aside as **Unreasonable**. [90]

70. I highlighted this key fact with the following example Case Study: [91]

An Employer institutes two unlawful policies requiring: (1) 24-Hour-straight-shifts *(to 'improve productivity')* and (2) weekly sexual 'favours' from their subordinates *(to 'improve workplace relationships')*. Then, whenever anyone [rightfully] Refuses to Comply, they are Suspended with RoEs coded 'M' for Misconduct. *How could they possibly Qualify for EI?* They meet All four Test Requirements. Notwithstanding the Policies' Illegalities, they:
① Willfully ② Chose to Ignore ③ a Clear Policy ④ Knowing the Consequences

And every attempt to Appeal would be met with the same blanket rebuttal: *"the Employer's Conduct is Not a relevant Consideration."* *(Paradis [¶30])*

*(This is **not** Justice, and this is clearly **contrary** to the **Legislative Intent** recorded in the relevant Parliamentary Hansards.)*

71. Combining **this** '4-Part Misconduct Test' *with* the **requirement** to Intentionally Ignore the Employer's Actions *creates* an *inherent* **Logical Fallacy** due to the **assumption** that All *Claims* of Misconduct *really Are*: here is the relevant 'Syllogism': *(For Not Working 24-Hour-Straight-Shifts)*

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[90] (SCC 65, 2019), Vavilov [¶104]: '(1) Reasonable Decisions are Internally Coherent' *(¶102f)*
[91] (DA-694-Args, 2023), *p.170:* (AD-23-694) Written Args [§'Unreasonable'] *(P16: ADN6-4f)*

A: The Employer Terminates a Worker, Claiming Misconduct.

B: In Misconduct Cases, Apply the Test & Ignore the Employer.

C: The Claimant meets All 4 Parts of the 'Misconduct Test'.

Therefore: The Claimant is 'Guilty of Misconduct' & **Denied EI**.

(As should *be obvious, the Premise was Not Proven due to the word:* ***Claim****. Misconduct has* ***not*** *been Proven, because the 4-Part Test* ***assumes*** *the Conduct in question* really is *Misconduct – without* any *legal confirmation. Vavilov is clear:* ***Absurd*** *&* ***Unjustified Premises*** *are* ***Unreasonable****.)*

72. *(To verify this fact, conduct the Substitution Test on this 'Syllogism':) (Mr. X 'only' worked 5x 12h Shifts: 12≠24h. Are 60h weeks Misconduct?)*

A: The Employer Terminates X, Alleging 'Only 12-Hour Shifts'. *(Not 24h)*

B: In '12h Shift' Cases, Apply the Test & Ignore the Employer.

C: The Claimant meets All 4 Parts of the '12h Shift' Test.

Therefore: X is 'Guilty' of 'Working 12h Shifts' & **Denied EI**. *[they]:*

① Willfully ② Chose to Ignore ③ a Clear Policy ④ Knowing the Consequences

73. This is the 'Petitio Principii' Logical Fallacy *(aka 'Begging the Question')*. It **assumes** the Truth of the Premise within the Body of the Syllogism, therefore appearing in the Conclusion **still** Untested & Unproven – in other words, this Logical Construction contains an Unjustified Premise. *(i.e.* 'only' *working 12-hour shifts [not 24] is 'Misconduct', meriting EI Benefits Denial.)*

74. This construction also meets the definition of a 'Special Pleading' Fallacy.

The EIA 29(c)(xi) **requires** Adjudicators to examine the Employer's Conduct, to see whether anything was 'Contrary to Law'. Excusing this requirement merely *'because an Employer* ***alleges*** *Misconduct'* is *exactly* Special Pleading. (IF *they* are doing *nothing wrong*, then it makes *no difference* when their side

is investigated – so do it [it's law]. But, when they are *breaking the Law*, this 'Rule' gives them an 'escape hatch' to avoid Accountability. One which cannot be overridden – all they must do is put an 'M' in Box 16 of the Workers' RoE.)

75. In my specific case, we have a senior HR Executive *pleading under oath* that we were All on *'Approved Administrative Leaves of Absence'* – and that we were **not** being 'Disciplined for Misconduct' or Insubordination. Yet [*an* HR Executive] directed an '**M**' Coding on my RoE **&** *personally* told the SC/EI Investigator I was *"**Dismissed** based on the Covid-19 Mandates."* [92]

Considering that Box 22 on that same RoEs said:

"I am aware that it is an Offense to make False Entries and hereby Certify that All statements on this form are True."

And that the Criminal Code states: §398 ['Falsifying Employment Record']

"Every one who, with Intent to Deceive, Falsifies an Employment Record by any *means… is Guilty of an Offence punishable on summary conviction."*

Does this constitute: *'acted by reason of perjured evidence'?* ***§18.1(4)(e)***

76. On Nov. 28, 2023, I attended my Video Hearing with TM Lafontaine, Angèle Fricker *(CEIC)*, and *(redacted) (my [Family member], Support Person, and Legal POA for this Case)*. The Hearing lasted for 59 min.

77. I believe the Hearing was Fair, albeit shorter than I expected. Before we ended, he did confirm that he would address everything from my written arguments that we did not discuss at the Hearing, so that satisfied me. [93]

78. On Jan. 09, 2024, he **Dismissed** my Case with an 11 Page Decision. [94] However, I believe he made *multiple Errors* that constitute Grounds for JR.

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[92] *(Executive ##)* was the Contact on my RoE **&** Conducted the SC/EI Interview. *(cf. #31-32)*
[93] (AD-23-694): SST: Appeal Division Hearing [2023-11-28], [TM] P. Lafontaine *(at 57 min.)*
[94] (DA-694, 2024): SST Decision: 'DA v. CEIC' [2024-01-09], [TM] P. Lafontaine *(P17, p.200)*

M. FCA: JUDICIAL REVIEW

79. On Feb. 08, 2024, I Applied for J.R. of TM Lafontaine's **Dismissal** of my EI Benefits Case *(SST: AD-23-694)*. On Feb. 14, 2024, [this] JR Application was **Granted**, and I was Assigned Case **#A-##-24**.

80. In Closing, here is a complete listing of All the times Arbitrator Nicholas Glass' Decision used specific [legal] terms indicating that Purolator Executives ***Failed*** *their Duty of Care* owed to Purolator employees: [95]

Arbitrary: **6x** *(¶49, 418, 428-29, 451§3, 468)*
Bad-Faith: **3x** *(¶418, 429, 451§3)*
Breach of: **4x** *(¶49, 54, 428, 451§2, 466)*

Diligence: **1x** *(¶249) [Purolator's failure of 'due-diligence']*
Discriminatory: **6x** *(¶49, 418, 428-29, 451§3, 468)*
Disingenuous: **1x** *(¶63) [Purolator's policy process was…]*
No Evidence: **7x** *(¶115, 154, 255, 271-72, 303, 426)*
Not Credible: **2x** *(¶239, 271) [Claims & Basis for Mandate]*
Sophistry: **1x** *(¶406) [Purolator's rationale for policy enforcement]*
Unjust*: **3x** *(¶466-68) [Each instance refers to unique actions]*
Unreasonable: **10x** *(¶49, 50, 54, 256, 273, 310, 418, 428, 435, 439, 451§1, 466, 468, 563)*
Wrong*: **2x** *(¶345, 451§2, 466)*

(NB: This is Not a Word-Count. Each statement has been Read In-Context to ensure it accurately describes the Commentary & Arbitral Findings re. Purolator Leadership's Mindset & Actions, specifically

[95] (CanLII 120937, 2023): These are all taken from the *Teamsters #31 v. Purolator* Arbitration.

regarding the SWP [Policy]. I tried to remove the re-references [double-counting], so as to Not *over-inflate the Impact of Glass' Judgement…)*

81. Their 'Mandate' policy *(Sept. 2021)* – and the subsequent enforcement actions it required from middle-management – appeared to violate many different applicable legal instruments, causing serious harm to the lives of hundreds of Employees. Here is a [partial] listing of SWP contraventions:

a. CLC: Canada Labour Code *(RSC 1985, c. L-2)*
re: 'Lock-Outs' *(§88.1)*, 'Breaching CBAs' *(§166-68)*

b. CBoR: Canadian Bill of Rights *(SC 1960, c.44)*
re: Mandates: Personal Security *(§1[a])*
re: Mandates: Equal Protection *(§1[b])*
Jurisdiction: 'Under Parliament' *(§5[2-3])*
Examination: re: Rights *(§3[1])*

c. CC: Criminal Code *(RSC 1985, c. C-46)*
re: Falsifying Employment Records *(§398)*

d. *(Multiple Provincial Health Statutes)*
(Indirectly: By Proxy – 'State Action')
HPPA: [ON] Health Protection & Promotion Act
HCCA: [ON] Health Care Consent Act

e. This also contravened the *spirit* of various Jurisprudence:

1) Management Rights: Corporate Policy must Comply with *both* applicable Legislation *and* the Employment Contract.

LSWU #2537 v. **KVP**: **1965 CanLII 1009** *(ON LA)*
CEPUC #30 v. **Irving** [P&P]: **2013 SCC 34**
Parry Sound [SSAB] v. OPSEU #324: **2003 SCC 42**

2) **Constructive Dismissal:** Unilaterally-Imposed Admin. Leaves of Absence *(Non-Disciplinary)* must be **Paid**.

Cabiakman v. I.A. Life Insurance Co: **2004 SCC 55**

3) **Informed Consent:** Must be *explicitly* obtained *before* administering any [permanent] Medical Treatments. Exercise of Authority, Threats, or Coercion Vitiates any Consent.

Hopp v. **Lepp**: **1980 SCC 14** *([1980] 2 SCR 192)*

Re v. **Ewanchuk**: **1999 SCC 711** *([1999] 1 SCR 330)*

82. Not only did the Policy *itself* violate multiple Laws, but it coerced middle-Management into doing so, to enforce its Application. *(esp. the HR Dept.)*

83. *(NB: Purolator is 'Federally-Regulated', and is governed by the Canada Labour Code. And SC/EI, the CEIC & SST are all Statutory creatures, established by the DESDA & Mandated to implement the EI Act. Therefore, they All "come within the legislative authority of the Parliament of Canada."* [96] *The Canadian Bill of Rights is Applicable & 'In' Jurisdiction for both Purolator & the EI ADMs [see RGD8-6..9])* [97]

84. As cited previously, our CBA *explicitly* confined Purolator's Management Rights to operate *within* the confines of the Law & our CBA – four times…

(cf. CBA: §3.01, §5.01, §5.05, §22.02 | @#8)

85. Our esteemed Supreme Court concurs. They have *repeatedly* Held that Employers *are Subject* to the Rule of Law – *both* Contractually *(in CBA*

[96] (CBoR, 1960): See: §5(2-3) for the Applicability & Jurisdiction of the Canadian Bill of Rights.
[97] (DA-740, 2023), p.109-12: for an Analysis of its Applicability to Purolator, EI & SST. *(P11)*

Negotiation & Arbitration) and in their Exercise of Management Rights *(their Development & Enforcement of Corporate Policy):*

"This Court Held that the Employer's Management Rights were ***Limited*** not only *by the Collective Agreement but also by mandatory Legislative provisions. […] CBAs* may *give the Employer a broad right to Manage the operations of the business. However, that power is* ***Limited*** *by the Employees' Statutory Rights even where the CBA is silent on the subject. […] The absence of an express provision that* prohibits *the violation of a particular Statutory Right is* insufficient *to conclude that a violation of that Right does* ***not*** *constitute a Violation of the Collective Agreement. […] A CBA* ***cannot*** *be used to reserve the right of an Employer to manage operations and direct the work force* ***otherwise*** *than* ***in accordance*** *with its* ***Employees' Statutory Rights****…" ('Garon & Fillion' [¶145-46])*

(cf. 'Parry Sound' [¶24-30] ***&*** *'Weber' [¶53-58])*

86. This is something they plainly failed to do – or even acknowledge. In closing: Purolator Leadership acted **Irresponsibly & Unreasonably** – they Ignored their *Duty of Care* in *complete* Self-Interest. Their own communique condemns them. The Labour Arbitrator memorialised this in his scathing Decision that reverberated throughout the corporate world.

Purolator: ***(1)*** Breached our CBA three times, ***(2)*** When reweighing this SWP Policy, they Ignored the primary medical evidence *and willfully* chose to *continue* withholding the Livelihood of hundreds of Employees for Self-Serving Reasons, ***(3)*** When the federal government *asked them* to change course, they stubbornly *Refused* for 10+ months, while Purolator's primary shareholder, Canada Post, Complied on Day 1.

3 Ways Purolator Management Violated our Collective Agreement:

- **a.** They *unilaterally* inserted a *new* Condition of Employment into our CBA *without* Union consent *(ratification)*.
- **b.** When *thousands* of employees filed Grievances, they *ignored* prescribed processes. *(CBA §8-10)*
- **c.** When we didn't meet this *new (Unsanctioned)* Work Condition, they Locked us Out. *(CBA §4.01)*

87. And this is apart from the *very* serious questions about the **false information** Purolator HR Personnel ***knowingly*** provided to Service Canda *(EI)* – which is a Criminal Code Offence – which resulted in *Hundreds of Employees* being ***wrongfully*** **Denied EI** due to **'Misconduct' *&* 'Insubordination' allegations**, all while being on what Purolator *insisted* was *'Approved, Non-Disciplinary, Administrative Leave for Safety Reasons'*.

They carefully argued this point – under oath – during the Glass Arbitration, trying to avoid Civil Liability for their actions. Glass rejected this claim, Finding it *'Unreasonable', 'Arbitrary, Discriminatory & in Bad Faith'*. He further Found that they 'Breached the Contract' *&* ordered that the Grievers *'be made whole'*. *(cf. Arbitration: ¶397-402, ¶436-439 & **¶451**)*

All of this could have been Avoided IF Purolator had abided by their *(Exec)'s* initial promise to us: that they would ***not*** *"Make Vaccines Mandatory"* because *they "**Couldn't** **even If** **we wanted to**..."*

88. I hereby attach 'Exhibit A' to this Affidavit. It is the 1053 Page *Document of Exhibits (PDF)* that I reference throughout it. Most of it [P01-P18 & D01] comes directly from the Tribunal Record *(TR)*. [D03-05] were included in it by hyperlink. The rest [P19 & D02,06-09] are Government Documents, Affidavits, [TR] Extracts & Legal Questions re. my Fairness Arguments.

LEGAL PRINCIPLES

"The Canadian Nation is *founded* upon Principles that acknowledge the Supremacy of God, the Dignity & Worth of the Human person, and the Position of the Family in a Society of Free Men & Free Institutions. Affirming also that Men & Institutions *Remain Free only* when Freedom is founded upon Respect for Moral & Spiritual Values *and* the Rule of Law." *(CBoR: §Preamble)*

Canadian Bill of Rights *(SC 1960, c.44)*

"Whereas Canada is *Founded upon Principles* that recognize the *Supremacy of God* and the *Rule of Law*." *(Canada Act: §Preamble)*

Constitution Act, 1982; Schedule B to Canada Act 1982 (UK), c.11

"The Rule of Law [is] a Fundamental Postulate of our Constitutional Structure."

Roncarelli v. Duplessis, 1959 SCC 50, [1959] SCR 121; (Roncarelli [p.142])

"The Rule of Law [is] a Fundamental Principle of our Constitution… the *Law is Supreme over* officials of the government *as well as* private individuals, and thereby preclusive of the influence of arbitrary power." *(MB Reference [¶59])*

Re. Manitoba Language Rights, 1985 SCC 33, [1985] 1 SCR 721

"The Principles of Constitutionalism and the *Rule of Law* lie at the Root of our system of Government… The Rule of Law ***vouchsafes*** to the Citizens and Residents of the Country a *stable, predictable & ordered society* in which to conduct their affairs. It provides a Shield for individuals from Arbitrary State Action." *Quebec Secession Reference, 1998 SCC 793, [1998] 2 SCR 217; (¶70)*

"…The maintenance of the Rule of Law [is]… the constitutional principle that the Exercise of All Public Power *must* find its ultimate source in a Legal Rule." *Remuneration of Provincial Judges (PEI), 1997 SCC 317, [1997] 3 SCR 3; (¶10)*

"…Unwritten Constitutional Principles *are capable* of Limiting Government Actions." *Babcock v. Canada (AG), 2002 SCC 57, [2002] 3 SCR 3; (¶54)*

"Judicial Review is intimately connected with the *preservation* of the Rule of Law. It is essentially *that* Constitutional Foundation which… *guides its function & operation*. […] All exercises of public authority *must find their source in Law*. All decision-making powers have legal limits… The function of Judicial Review is therefore to ensure the Legality, the Reasonableness, and the Fairness of the Administrative Process *and* its Outcomes." *(Dunsmuir [¶27-28])*

Dunsmuir v. New Brunswick, 2008 SCC 9, [2008] 1 SCR 190

"If a Tribunal has acted *beyond its jurisdiction* in making a Decision, it is *Not* a Decision at all… Statutory Tribunal[s] *cannot* constitutionally be immunized from Review of [their] Decisions." *(Crevier [p.221, 236-37])*

Crevier v. A.G. (Québec) et al, 1981 SCC 30, [1981] 2 SCR 220

"it is therefore incumbent on the Courts to *ensure* that *anybody* relying on Power delegated by the Legislature *abide by the terms and conditions* on which that power was granted." *Rt. Hon. Beverley McLachlin, PC/CJ, (2013-05-27)*

'Administrative Tribunals & the Courts: An Evolutionary Relationship'

*"…**Legislative Intent** can be understood* **only** *by reading the language chosen by the Legislature in light of the Purpose of the provision **and** the* entire *relevant Context. Those who Draft and Enact Statutes expect that questions about their meaning* will be resolved *by an Analysis… The ADM's Task is to Interpret the contested provision in a manner **Consistent** with the Text, Context & Purpose, applying its particular Insight into the Statutory Scheme at issue. It cannot adopt an […] Inferior – albeit Plausible Interpretation – merely because [it] appears to be Available & Expedient [nor] 'Reverse-Engineer' a Desired Outcome."*

('Vavilov' [¶118-21])

"A[nyone] Interpreting statutory provisions does so by applying the *'Modern Principle'* of Statutory Interpretation, that is, that the words of a Statute *must be* read: *'in their* entire *Context and in their Grammatical & Ordinary Sense, Harmoniously with the Scheme of the Act, the Object of the Act, and the Intention of Parliament'."* *('Vavilov' [¶117]; cf. 'Rizzo' [¶21]; 'Bell ExpressVu' [¶26]; 'Driedger: Statutes' [p.87])*