

# Court of Queen's Bench of Alberta

**Citation: Belyea v Syncrude, 2018 ABQB 132**

**Date:** 20180220  
**Docket:** 1303 10167  
**Registry:** Edmonton

2018 ABQB 132 (CanLII)

Between:

**Rock Belyea**

Plaintiff

- and -

**Syncrude Canada Ltd.**

Defendant

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**Reasons for Judgment  
of the  
Honourable Mr. Justice W.A. Tilleman**

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## **Introduction**

[1] The Plaintiff Mr. Belyea worked for Syncrude for 10 years as a crane operator.

[2] One day, in the lunchroom, Mr. Belyea and a junior co-worker got into an argument over a chair, and Mr. Belyea dropped or threw a chain on the co-worker's hand, spilling the co-worker's food. Syncrude conducted a full scale investigation. The investigation included hearing Mr. Belyea's account of the story, interviewing multiple witnesses to the argument, and allowing

Mr. Belyea to review and respond to the complainant's account. The investigators determined Mr. Belyea's credibility as a witness to be poor and found the incident occurred as described by the junior co-worker. The investigation concluded that Mr. Belyea breached Syncrude's Treatment of Employees Policy (TOE Policy) pertaining to a physical act of violence.

[3] Following the investigation, Syncrude held a termination hearing where Mr. Belyea was provided with an opportunity to provide comments about his conduct. Mr. Belyea continued to maintain that he dropped the chain on the floor and that it did not hit the complainant. He was not remorseful and refused to accept responsibility for his behaviour. At the end of the hearing Syncrude decided to terminate Mr. Belyea for cause for breaching the Treatment of Employees Policy.

[4] Mr. Belyea, who is still receiving Syncrude pension and health benefits, sues for damages for wrongful dismissal.

**Issues:**

1. Did Syncrude properly terminate the Plaintiff for cause?
2. Was the Plaintiff wrongfully dismissed? If so, what are the damages?

**Procedural Background:**

[5] Mr. Belyea filed his Statement of Claim on March 20, 2013 and Syncrude filed the Statement of Defence on April 17, 2013. The Plaintiff amended the Statement of Claim on September 6, 2016.

[6] Both parties attended a Judicial Dispute Resolution with Rooke ACJ presiding. There was no settlement. Following that, I presided at the trial in Edmonton beginning October 23, 2017, finishing November 2, 2017. Final reply argument occurred on January 26, 2018.

## Analysis

### Legal Principles

[7] The leading case on the onus a company bears in a wrongful dismissal case is *McKinley v BCTEL*, 2001 SCC 38. Though it dealt with dishonesty, the principles are the same. See *Ross v IBM*, 2015 ABQB 563 at para 31. The Supreme Court of Canada in *McKinley* said at paras 48-49; 57:

In light of the foregoing analysis, I am of the view that whether an employer is justified in dismissing an employee on the grounds of dishonesty is a question that requires an assessment of the context of the alleged misconduct. More specifically, the test is whether the employee's dishonesty gave rise to a breakdown in the employment relationship. This test can be expressed in different ways. One could say, for example, that just cause for dismissal exists where the dishonesty violates an essential condition of the employment contract, breaches the faith inherent to the work relationship, or is fundamentally or directly inconsistent with the employee's obligations to his or her employer.

In accordance with this test, a trial judge must instruct the jury to determine: (1) whether the evidence established the employee's deceitful conduct on a balance of probabilities; and (2) if so, whether the nature and degree of the dishonesty warranted dismissal. In my view, the second branch of this test does not blend questions of fact and law. Rather, assessing the seriousness of the misconduct requires the facts established at trial to be carefully considered and balanced. As such, it is a factual inquiry for the jury to undertake....

...

Based on the foregoing considerations, I favour an analytical framework that examines each case on its own particular facts and circumstances, and considers the nature and seriousness of the dishonesty in order to assess whether it is reconcilable with sustaining the employment relationship. Such an approach mitigates the possibility that an employee will be unduly punished by the strict application of an unequivocal rule that equates all forms of dishonest behaviour with just cause for dismissal. At the same time, it would properly emphasize that

dishonesty going to the core of the employment relationship carries the potential to warrant dismissal for just cause. (emphasis added)

[8] Essentially, under *McKinley*, the Court needs to evaluate:

- the nature and extent of the behaviour;
- all of the surrounding circumstances; and
- decide whether in light of the circumstances, dismissal was appropriate.

[9] This analysis is done on the balance of probabilities and the focus is on whether the behaviour undermines the employment relationship.

[10] From an employer's perspective, caution must be exercised in a termination without notice because of the importance of a job to an individual's life and livelihood. *Wallace v*

*U.G.G.*, [1997] 3 SCR 701 at paras 94 - 95 states:

Thus, for most people, work is one of the defining features of their lives. Accordingly, any change in a person's employment status is bound to have far-reaching repercussions. In "Aggravated Damages and the Employment Contract", supra, Schai noted at p. 346 that, "[w]hen this change is involuntary, the extent of our 'personal dislocation' is even greater."

The point at which the employment relationship ruptures is the time when the employee is most vulnerable and hence, most in need of protection. In recognition of this need, the law ought to encourage conduct that minimizes the damage and dislocation (both economic and personal) that result from dismissal. In *Machtiger*, supra, it was noted that the manner in which employment can be terminated is equally important to an individual's identity as the work itself (at p. 1002). By way of expanding upon this statement, I note that the loss of one's job is always a traumatic event. However, when termination is accompanied by acts of bad faith in the manner of discharge, the results can be especially devastating. In my opinion, to ensure that employees receive adequate protection, employers ought to be held to an obligation of good faith and fair dealing in the manner of dismissal, the breach of which will be compensated for by adding to the length of the notice period. (emphasis added)

[11] For context in relation to Mr. Belyea and his relationship with this particular employer, Syncrude's policy is highly relevant. While parts of it are produced below at paragraph 26 the complete policy is reproduced in its entirety at Appendix A.

### **Positions of the Parties**

[12] This dispute centered on a "lunchroom" incident in which Mr. Belyea encountered a much junior employee sitting in his special chair. The encounter from the junior employee's evidence is this:

Rock [the Plaintiff] walked in and saw me [the complainant] sitting in his chair. He came over to me, and I can't remember his exact words; he was standing to the side and said something like "Get up." To which I replied I'm just eating my lunch here." That's when he got in my face, he was probably about 1 foot away from my face. Then Rock said "if you don't want to start a scene here I suggest you get up right now." I asked him if he was having a bad day. He said "no I'm not are you?" I said "no my day is going fine." At this point I had my Tupperware container in my hand and was eating out of it. It was a clear container, blue lid, long narrow in shape. It was the generic Tupperware brand and it was plastic. That's when he threw the chain down. I saw his hand come down over my face when he threw the chain. The chain fell in my container and wrapped around my right hand. He threw it hard enough to break the container. My lunch spilled all over my lap and all over the floor. The chain fell to the floor as well. The majority of the chain fell in my container, and a piece of it hit my hand. I don't really remember I didn't watch it, but it hit me hard enough to hurt.

[13] One way or another, Mr. Belyea dropped or threw the chain at the junior employee, at which point the situation was interpersonally quite tense. To avoid escalation, another senior outside contractor (the one who let Mr. Belyea into the lunchroom) broke the men up and prevented a fight by telling the junior employee to move to another chair. The whole thing reminded him of a school yard fight.

[14] Mr. Belyea disputes throwing the chain or even standing over the junior employee. His version of events, taken from his email to his supervisor that day, was as follows:

A few minutes later I get up and go to the washroom. On the way back, I take the chain and lock off my bike and enter into the lunchroom. Steve is sitting in my chair. I said to him that that was my chair, he says its Syncrudes chair and he wasn't moving, I kneel down beside him and explained that I been sitting there since I started up there and I brought the chair up from the shop to sit in. he says that's too bad and he was sitting in it now. As I stood up I went to put the chain and lock on the table he moved and the chain and lock and his food went on the floor...

[15] Mr. Belyea said whatever happened was a minor incident and the chain fell from his kneeling position (not domineering) and somehow the food spilled which he cleaned up. In general, Mr. Belyea believes some of Syncrude employees wanted him fired and this overblown incident was the excuse to do so.

[16] Syncrude totally disagrees, relying on several eye witnesses at trial including two who said Mr. Belyea should be “run” (fired) for this incident. In fact, Syncrude later fired one of its own witnesses (J. Gegzi) for policy breaches. Further to the point, none of the witnesses that testified work at Syncrude any longer.

[17] Mr. Gegzi testified that Mr. Belyea actually threw the chain at the junior worker. And Mr. Belyea's witness, an independent contractor named Hartley Bushell, agreed. Mr. Bushell said Mr. Belyea chucked the chain – he did not drop it.

### **Findings of Fact and Credibility**

[18] I find that Mr. Belyea intimidated the junior employee and threw the chain at him. While spilling food on the floor is a minor incident or accident, throwing a chain out of frustration or intimidation – and hitting a co-worker's hand and breaking his food container, is not.

[19] Mr. Belyea chose not to testify. In prior statements and questioning he said he was not hovering over or intimidating the junior employee. I find otherwise. From the majority of the evidence I heard, I find Mr. Belyea was standing and the junior employee was sitting in Mr.

Belyea's chair, eating his lunch. While it was poor interpersonal judgment for the junior employee to sit in someone else's chair, or eat Mr. Belyea's sandwich<sup>1</sup>, it is unacceptable to confront the situation with a chain and lock. And then throw it at an employee and his lunch.

[20] On this point I accept the evidence of Mr. Bushell and Mr. Gegzi. Further, I accept that when Mr. Belyea threw the bike chain it hit the junior employee's hand. I accept the evidence of the complainant that it hurt his hand, and this was corroborated by the evidence of Mr. Moore who saw the junior employee shaking his hand. Further, Mr. Gegzi also saw the chain hit the junior employee. Finally, all of this is corroborated by the Occupational Injury (OI) report, prepared by the occupational health advisor. The OI report describes the injury as a "right handed sprain/strain". In saying all of this, it matters not whether the chain hit the hand because Syncrude's definition of violence which Mr. Belyea knew includes "attempted" and "is likely to cause physical injury". Actual physical injury need not be proven.

#### **Other Evidence Relevant to the Termination for Cause**

[21] Mr. Belyea's employment record at Syncrude is a relevant factor under the *McKinley* test. In his ten years at Syncrude, Mr. Belyea received a number of positive performance appraisals and was recognized as a valued employee. It was noted that he prioritized safety when operating cranes, worked well with little supervision, and was seen as a "solid contributor to the team". He did however encounter challenges in relation to managing conflict and appropriate communication at times. A performance evaluation for 2009 highlighted some of Mr. Belyea's positive attributes and challenges at work:

Loss Management: Rock is our top VOICE card producer, Rock reports all damage and near misses does not stray from established operating procedures. Rock takes action on sub-standard conditions, practices good housekeeping and applies sound principles when setting up or re-setting a crane work area.

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<sup>1</sup> Though I note this occurred after the chain was thrown and his lunch was spilled.

Team Membership: Rock has a service mentality approach in the execution of his work duties. Rock demonstrates his commit [sic] to team goals by always being available when serving as a utility operator; Rock always finds a way to pitch in when we hit slower work periods. Rock accepts responsibility for his actions and is working towards developing better crisis management skills. Rock continuously meets attendance expectations and also provides mentoring to our newer employees.

Work Performance: Rocks work performance and work ethic are solid, he is organized and orderly, is conscious of costs in the execution of work, he is competent in problem analysis when adverse conditions affect the safe execution of a lift Rock integrates change through the process of work. Rock works well without supervision; Rock provides accurate feedback on crane and job conditions.

Planning and Organizing: Rock does not hesitate to involve the appropriate level of management when priorities are in question or roadblocks are encountered. Rock instills a no sacrificing of safety into our newer employees and will not compromise that principle when contributing to decisions that affect production. Rock has difficulty dealing with aggressive co-workers or users and could benefit with an appropriate communicating courses.

...

**Team Leader's Comments:** Rock is currently under corrective action for his negative interactions with co-workers. Rock is a good employee that provides mentorship for apprentices, co-workers, and leaders. Rock is a reliable employee he currently has a BI of 4. Rock takes responsibility for all aspects of his job and is working at improving the areas where he has the most challenges.

[22] But there were problems. The lunchroom incident was not Mr. Belyea's first incident involving corrective action or disciplinary steps by Syncrude. Previous incidents in order of escalation include:

- A problem in 2003 where Mr. Belyea verbally confronted another employee inappropriately and had to attend conflict management training at Keyano College. See read-ins, page 101-104;
- An interpersonal conflict in 2006 with a customer in the field.
- A 2010 incident where Mr. Belyea responded to an employee's question about why he was unable to operate a certain crane in an aggressive manner, resulting in

a heated exchange of words and requiring the intervention of Syncrude leadership. This resulted in Mr. Belyea getting a formal Corrective Action that stated a failure to correct his performance could result in "... termination". The TOE Policy was reviewed extensively with Mr. Belyea after this incident;

- The present 2012 lunchroom incident involving his throwing a bike chain.

### **Law Applied to the Findings**

[23] As stated in *McKinley*, I must contextualize all of the facts with the legal framework engaged by this case. And then I will consider on a balance of evidence if Syncrude has discharged its onus.

[24] The first step is to consider the corporate policy in question. Syncrude's specific TOE Policy survived judicial scrutiny in a different termination case before this Court. In *Clarke v Syncrude Canada Ltd*, 2013 ABQB 252, affirmed 2014 ABCA 362, Justice McLeod said this at para 6:

During the course of his career with Syncrude he supervised many employees and was a beneficiary of the many courses sponsored by Syncrude and others. He was very familiar with corporate policies dealing with the treatment of employees and external contacts. ... (emphasis added)

[25] Regarding Syncrude's policies, the Court of Appeal said they were clear and unequivocal, at para 21:

Here the reasons disclose why the judge concluded termination was appropriate: paras 28-37. We agree with his assessment that given the egregious nature of the behavior, the leadership position held by Clarke, Syncrude's clear and unequivocal policies prohibiting harassment of any sort which were well known to Clarke...(emphasis added)

[26] *Clarke* dealt with harassment, whereas this case deals with violence, but it is the same Syncrude TOE Policy that was applied and considered in that case. So I find on balance that *Clarke* still applies. Syncrude's TOE Policy against violence is clear, and it includes threats or

attempts, meaning whether the chain actually hit the junior employee's hand is not important at all. The Policy states:

Violence is any threatened, *attempted* or actual conduct that causes *or is likely to cause* physical injury. (emphasis added)

[27] In a termination case it is significant that the policy be known to the employee. In this case it was. Beginning with Mr. Belyea's letter of acceptance (which he signed) and thereafter, Mr. Belyea received thorough training and re-training on several aspects of employee treatment and conflict management. Some of the prior incidents must have been significant enough in terms of conflict because he admitted having been read the "riot act" by HR staff.

[28] The question is whether this breach of the policy was sufficiently serious to give rise to a breakdown in the employment relationship?

[29] Mr. Belyea argues that it was not, pointing to other cases where an employee engaged in similar conduct at work and the courts found dismissal was unwarranted. For example, in *Shakur v Mitchell Plastics, a Division of Ultra Manufacturing Ltd*, 2012 ONSC 1008, the plaintiff employee had been a machine operator for six-years when he was terminated after striking a co-worker on the face with his hand. The employee and the co-worker had sometimes engaged in verbal jousting before, but this was the first incident of a physical nature. The Court found that termination for cause was not made out. The employee had been provoked by the co-worker in the incident, and had no prior history of violence or anger management issues. The employee was a conscientious worker with a clean discipline record. As well, although the employer had a handbook which prohibited workplace violence, the employer simply distributed the handbook and did not engage in any training. The Court found that the employer's

legitimate interest in curbing workplace violence could have been met by using the progressive discipline measures set out in its handbook.

[30] Mr. Belyea also referred to the case of *Gjema v Mercury Specialty Products Inc*, 2012 MBQB 83, 277 Man R (2d) 199, where the general manager of a metal fabrication plant was terminated for cause after getting into an altercation with the production manager. The evidence showed that the production manager had a temper and had instigated the altercation with the plaintiff after being disciplined by him. The production manager yelled at and poked the plaintiff, who responded by pushing the production manager away, causing him to fall and break his glasses. The Court found that although the plaintiff's behaviour was inappropriate, the termination was a disproportionate penalty in the circumstances. The plaintiff had no history of violence previously. Further, the employer had terminated the plaintiff without considering who instigated the event and had another ulterior motive for the termination. The Court found that after considering the surrounding circumstances, termination was not justified.

[31] These cases show the importance of considering the surrounding circumstances in determining whether a termination is appropriate. In Mr. Belyea's case, the incident in the lunchroom, on its own, may not have justified termination for cause. However, as Syncrude correctly points out, there were a number of aggravating circumstances in this case that justified Syncrude's response. Unlike in *Shakur* or *Gjema*, Mr. Belyea had a history of being disciplined for his inappropriate interactions with co-workers or others on the work site. Further, Mr. Belyea was aware of and had been trained on Syncrude's TOE Policy on more than one occasion. He had been warned that termination was a possible outcome after his prior corrective action.

[32] Another important component in this case that justified Syncrude's termination was Mr. Belyea's failure to accept responsibility and his lack of remorse. He inflexibly maintained

throughout that the chain did not hit the complainant's hand and would not admit the complainant suffered an injury. This was contrary to the evidence of the complainant, the witnesses, and Syncrude's occupational health department. Taken together, these factors justify a finding that Mr. Belyea's behaviour violated an essential condition of his employment contract and breached the trust necessary in his work relationship with Syncrude: *McKinley; Foerderer v Nova Chemicals Corp*, 2007 ABQB 349, 418 AR 64.

[33] The result of the Court's decision on issue one forgoes issue two's discussion. Yet, to the extent damages should still be discussed, I would find Mr. Belyea has not mitigated his damages as required by law. Based on the Bardal factors, I would have found that Mr. Belyea was entitled to 8 months reasonable notice based on his 10 years of employment as a crane operator (non-managerial), his high school education and work-related training, his health issues, and his age of 58 years which made seeking new work more difficult: *Rodger v Falcon Machinery (1965) Ltd*, 2006 MBQB 216, 209 Man R (2d) 37; *Drinkwater v Norampac Inc* (2002), 19 CCEL (3d) 102 (ONSC).

[34] However, an employee has a duty to mitigate their losses by finding new employment within a reasonable time following termination, and in this case Mr. Belyea did not make sufficient attempts to seek alternative employment until well over a year after he was terminated. Mr. Belyea admitted at his questioning that he did not seriously look into work at the time due to his own perceptions of his health, dealing with the litigation, selling his real estate, and feeling he was getting to the point where he would retire anyway. Due to this failure to mitigate, I would have reduced his reasonable notice period to 4 months: *Robinson v Team Cooperheat-MQS Canada Inc*, 2008 ABQB 409, 95 Alta LR (4<sup>th</sup>) 249, at para 142.

[35] On a final note, on the issue of mitigation I have only relied on the evidence from the read-ins from Mr. Belyea's questioning. After the trial, in his final written reply to the Court, Mr. Belyea included personal statements on a number of issues including his efforts at mitigation. As he did not testify at trial, some of this evidence was new. Syncrude advised the Court that it opposed allowing this late evidence in, relying on the Alberta Court of Appeal's decision in *Alpugan v Baykan*, 2014 ABCA 152, where the Court found that a trial judge's reliance on statements, observations, and unproven documents of a party who did not testify was done in error, at para 20. Such evidence is inadmissible under our laws of evidence.

[36] Mr. Belyea argued that self-represented litigants should bear no consequences for not taking the stand. He argued that "it is the fundamental duty of the court to protect the rights and liberties of all peoples, [and] any attempt to remove those rights and liberties would be a violation of the rights and freedoms of its citizens. The application of [*Alpugan*] is a direct violation of the freedom of speech...". He also argued that he should have been told to take the stand during trial.

[37] Although I understand the daunting task that faces a self-represented litigant such as Mr. Belyea, the Court is obligated to apply the laws of evidence as set out in *Alpugan*. The rules of evidence are fundamental and ensure there is "a sound factual basis for decisions" and to "maintain a fair and effective process": *Esposito v Alberta (Workers' Compensation Board)*, 2009 ABQB 188, 8 Alta LR (5th) 135, at para 99, quoting from R.W. Macaulay, in his text *Hearings Before Administrative Tribunals* (Toronto: Carswell, 2007), at p. 17-6.4.

[38] I also note that during the trial I reminded Mr. Belyea on more than one occasion that he could take the stand. I also warned him of the potentially negative consequences of failing to do so, including the fact that he could not introduce evidence through questions on cross-

examination and that an adverse inference might be drawn. Mr. Belyea indicated that he understood and stated that he felt his story would come through his witnesses. Discussions of this nature occurred on October 23<sup>rd</sup>, October 25<sup>th</sup> and October 26<sup>th</sup>, and Mr. Belyea was given time to consider his position more than once.

## **Conclusion**

### **Issue One**

[39] The Court has considered the surrounding circumstances, the nature of the misconduct and whether the relationship with Syncrude and Mr. Belyea was harmed beyond repair in deciding if dismissal was warranted. Syncrude has discharged its onus and established cause to terminate Mr. Belyea.

### **Issue Two – Damages**

[40] If Mr. Belyea had not lost on issue one, he would have been entitled to reasonable notice of 4 months.

**Dated** at the City of Calgary, Alberta this 20<sup>th</sup> day of February, 2018.

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**W.A. Tilleman**  
**J.C.Q.B.A.**

## **Appearances:**

Rock Belyea (Self-represented)  
for the Plaintiff

Barbara B Johnston, Q.C. and April Kosten  
for the Defendant

**APPENDIX A**

Syncrude Canada Ltd.  
Policy Manual

**Treatment of Employees**

<b>Application Guidelines:</b>	Treatment of Employees
<b>Application Guidelines Owner:</b>	Manager, Human Resources

**Application Guidelines**

Syncrude will not tolerate acts of discrimination, harassment or violence. Employees must treat each other and all external business contacts with respect, upholding the dignity of every individual.

These application guidelines are reflective of the Alberta Human Rights Act and the Alberta Occupational Health and Safety Act.

**Definitions**

**Harassment** is any action or repeated behaviour that is unwelcome or intimidating to the recipient, and denies that individual dignity and respect. Further, it is any inappropriate conduct that has the purpose or effect of: creating an intimidating, offensive or poisoned work environment; unreasonably interfering with an individual's work performance; or, affecting an individual's employment opportunity. Harassment that is based on any of the prohibited grounds set out below is a form of discrimination, and is unlawful.

**Discrimination** is a distinction based on the personal characteristic of an individual (i.e. race, religious belief, colour, gender, ancestry, place of origin, family status, sexual orientation, marital status, source of income, age or mental or physical ability) resulting in some disadvantage to that individual.

**Violence** is any threatened, attempted or actual conduct that causes or is likely to cause physical injury.

**Examples**

Forms of harassment, discrimination or violence include, but are not limited to:

- derogatory personal comments or demeaning comments, behaviour or jokes
- unwanted sexual comments or requests
- implied or expressed promises of reward for complying with requests of a sexual nature
- threats or retaliation for not complying with an inappropriate request or for initiating a complaint
- obscene or demeaning gestures, posters, electronic communication, cartoons, graffiti or drawings that are shown or sent to an individual or group or displayed in plain view
- inappropriate practical jokes;
- threatening physical injury or physical contact causing injury
- refusing to work with, assist or train an individual or group based on the personal characteristics previously mentioned;
- bullying and intimidation
- pushing or shoving;
- unwanted or unnecessary physical contact

- physical interference with work or movement.

### ***Reporting Concerns***

Employees who believe they have been discriminated against, harassed or subjected to acts of violence are encouraged to address and resolve the issue immediately with the individual involved, or request assistance from their leader or manager, a Human Resources Advisor, or a Human Resources manager.

Any employee who observes or becomes aware of acts of harassment, discrimination or violence should advise their leader or manager, a Human Resources advisor, or a Human Resources manager. No employee should assume that Syncrude is aware of a problem. All complaints and concerns should be reported so that steps can be taken to correct them.

### ***Investigation Process***

All reported incidents will be investigated promptly and thoroughly. If the incident is very serious, complex and/or sensitive in nature, a formal investigation will be conducted by trained and experienced investigators, who will work with management to develop and execute an appropriate strategy.

All employees are required to be cooperative during investigations.

When an investigation concludes that discrimination, harassment, or violence has occurred, appropriate action will be taken. All employees, including leaders and managers, who are in breach of this policy, will be subject to disciplinary action up to and including termination for cause and denial of access to Syncrude's work site.

Following the conclusion of an investigation, a workplace restoration plan will be developed where appropriate, and follow-up action will be taken to ensure the immediate workplace is safe and productive.

Syncrude recognizes the need for confidentiality. Syncrude will protect the privacy of those involved as much as possible without jeopardizing the investigation. All persons interviewed by the investigation are required to sign a Confidentiality Statement.

### ***Retaliation Not Tolerated***

Employees have the right to raise concerns without fear of retaliation. No retaliation will be taken against any employee who, in good faith, reports a problem concerning harassment, discrimination or violence. Act of retaliation are a serious breach of this policy and will be dealt with in the same manner as acts of discrimination, harassment or violence.