Accommodation Doesn’t Mean Letting Employee Pick His Own Job



An aviation safety officer was able to return to work after an injury but not to the position he wanted. The union claimed the employer didn’t meet its duty to accommodate the officer but the federal arbitrator tossed the grievance. Accommodation is a two-way street. The evidence showed that the employer repeatedly invited the officer to participate in the organization accommodations procedures to determine a return to work plan; but the officer had already decided which positions he wanted and refused to engage. Employees “must be prepared to contribute to the accommodation process. . . [and are]. not entitled to be necessarily accommodated in the position of their choice,” the arbitrator reasoned [*Greater Toronto Airport Authority v Unifor Local 2002*, 2021 CanLII 74055 (CA LA), July 26, 2021].