

IN THE MATTER OF AN ARBITRATION

B e t w e e n:

GP NORTH WOODS LP

(the “Company”)

- and -

UNIFOR, Local 99

(the “Union”)

and in the matter of the discharge grievances of Tyler White and Chris Peplinski.

Russell Goodfellow – Sole Arbitrator

APPEARANCES FOR THE COMPANY:

George Waggott, counsel
Francine Coleman
Teresa Miller
Jamie Honchar
Bryan Schaffner

APPEARANCES FOR THE UNION:

Jesse Kugler, counsel
Joseph McCallum
Ritchie Mihalek
Tyler White
Chris Peplinski

A hearing was held in this matter on January 30, 2015.

AWARD

This award concerns the discharge grievances of Tyler White and Chris Peplinski. The grievors were discharged on November 22, 2013 for a serious safety violation – a failure to lock out equipment Number 2234 in accordance with the JHA LOTO requirements.

Safety concerns are of critical importance in this workplace. Employees work on heavy equipment that, if proper procedures are not followed, can lead to extraordinary physical harm. As such, the Company goes to tremendous lengths to ensure that safety procedures are carefully laid out, fully understood and diligently followed. Employees are fully trained on the procedures and necessary resources are made available to them to give effect to that training. Further, on March 24, 2013, the Company issued a memorandum to employees, informing them of the disciplinary practices that would be followed in respect of “Serious Safety Violations”. Employees were advised that, “Any GP employee (hourly or salary) may be terminated for a first offense for serious safety violations including lockout tag-out”.

The grievors committed just such an offence. They knew the correct procedures but failed to follow them.

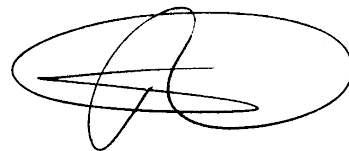
For two reasons, however, I have concluded that the appropriate disposition is not the dismissal of these grievances but the reinstatement of the employees to employment with suspensions for the approximately 14-month period from the date of their discharge.

First, upon being confronted with their failure – in both cases, first offences – the employees immediately acknowledged their wrongdoing and apologized for their conduct. They then fully cooperated with the Company's investigation and repeated those same acknowledgements and expressions of remorse. I am confident that the grievors are highly unlikely to ever re-offend.

Second, with any new or, perhaps more accurately, newly emphasized policy or approach – in this case, to the paramount importance of complying with all necessary safety practices and procedures – a period of adjustment is required. A change in culture requires time to be fully assimilated. I am satisfied that the very substantial discipline, rather than discharge, of these two employees relatively soon after the memorandum will in no way compromise the Company's legitimate safety objectives in the future.

In the result, the Company is hereby ordered to reinstate the grievors to employment effective February 9, 2015, or such other proximate time as may be agreed between the Company and the Union. The period of time off work shall be treated as a suspension for which there shall be no compensation but also no loss of seniority. I will remain seized with respect to implementation.

DATED at Toronto this 5th day of February 2015.

A handwritten signature in black ink, consisting of a large, stylized 'R' followed by a horizontal line and a small flourish.

Russell Goodfellow – Arbitrator