

IN THE MATTER OF AN ARBITRATION
Pursuant to the *Labour Relations Act*, R.S. 1995

BETWEEN:

RIDGEWOOD INDUSTRIES

("Employer")

- and -

UNITED FOOD AND COMMERCIAL WORKERS
CANADA, Local 175

("Union")

(Re: LOU re – Smoking in the Workplace)

ARBITRATOR: Jasbir Parmar

On Behalf of the Employer:

Julie Thibault, Counsel
Ann Dore, Manager, Human Resources

On Behalf of the Union:

Rebecca Woodrow, Counsel
Daniel Mercier – Union Representative
Jean Pateanaude – Chief Steward

A hearing in this matter took place on January 27, 2015, in Cornwall, ON.

1. I was appointed to hear a single grievance alleging unjust discharge. The parties agreed to proceed pursuant to section 50 of the Ontario *Labour Relations Act*, for the purpose of resolving the grievance in an informal and expeditious matter.
2. I met with the parties and heard their submissions relating to all the issues raised by the grievance. Many of the issues were resolved through mediation. This decision addresses the remaining issues.
3. The dispute between the parties is the interpretation of the Letter of Understanding re Smoking in the Workplace, which provides for specific penalties for both the first and second instance of an employee being found to have smoked in the workplace. The issue is whether it is subject to a sunset clause. I find that it is.
4. The parties agreed that if I made such a finding, I should address the issue of what constituted a reasonable period for the first offense to be forgiven (ie. the length of the sunset period). I find that the sunset period should be forty-eight months.
5. In other words, pursuant to this LOU, an employee who is found to have smoked in the workplace within forty-eight months of his/her first offence under this LOU will be terminated for just cause.

Dated at Cornwall, Ontario, this 30th day of January 2015.



JASBIR PARMAR