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CANADIAN LABOUR ARBITRATION, FIFTH EDITION

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What's New in this Update

This release includes new cases and commentary in Chapter 7 (Discipline), Chapter 8 (Compensation) and Chapter 9 (Union Rights and Liabilities).

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Highlights

- In *Halifax Regional Municipality* (2025), 379 L.A.C. (4th) 223 (Poirier), a firefighter was terminated for off-duty conduct after pleading guilty of voyeurism. The arbitrator concluded that the off-duty conduct constituted a serious criminal offence and damaged reputation of employer. In the circumstances, the arbitrator concluded that the employment relationship was untenable.
- In *B.C. Housing Management Commission* (2025), 379 L.A.C. (4th) 289 (Beharrell), the issue before the arbitrator was whether Employer's denial of requests for union leave breached the Collective Agreement. In finding that the Employer had breached the collective agreement, the arbitrator noted that union leave provisions are to be given a broad and liberal interpretation. However, the arbitrator also noted that the onus was on the union to establish a nexus between the activity in question and the leave sought. In addition, the arbitrator concluded that the employer was entitled to sufficient information to determine whether the requested leave was for union business.