

Company Hadn't Reached Point of Undue Hardship as to Foreman's Drinking



A foreman with a cable company was charged with impaired driving while off duty. He reported it to the company and went to an EAP counsellor, who told the company he had an alcohol abuse problem. The foreman completed an inpatient treatment program and then returned to work under a post-treatment agreement (PTA). After the foreman confirmed that he'd 'slipped' a few times and began drinking again, he was fired for violating the PTA. The union filed a grievance. The arbitrator found that the PTA wasn't a last chance agreement but rather the company's response to its duty to accommodate the foreman. And although the company had taken some steps to accommodate the foreman, it hadn't reached the point of undue hardship despite his drinking and lying about it. So the arbitrator ordered his reinstatement subject to additional conditions related to his drinking [*Shaw Cablesystems GP v. Telecommunications Workers' Union*, [2014] CanLII 16663 (BC LA), March 31, 2014].