

IN THE MATTER OF AN ARBITRATION

BETWEEN

**Corporation of the County of Lambton
(Marshall Gowland Manor)**

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**Ministry of Labour
DRS - MEDIATION SERVICES**

(the "Employer")

and

Unifor Local 302

(the "Union")

Grievance of Deb Jones

SOLE ARBITRATOR: James Hayes

APPEARANCES

For the Union:

Mike Byrne, National Representative
Nancy McMurphy, Local President
Branka Skalamera, Chairperson
Deb Jones
Margo Butler

For the Company:

David J. Defrancesco, Counsel
Irene McClymont, Corporate Manager, Human Resources
Tonya Furtado, Human Resources Coordinator

Hearing was held on November 3, 2014 in London, Ontario.

File ID: 833796
File Folder: 10418-RR-14
Relid 42984

AWARD

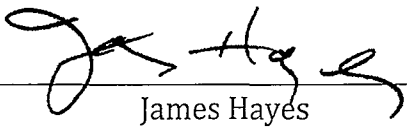
1. I convened a hearing in London, Ontario on November 3rd, 2014 in connection with the grievance of Deb Jones, dated March 20th, 2014 (the "Grievance").
2. The Grievance relates to the termination of a job share agreement with the Employer. The job share agreement was first entered into in December 2001.
3. While the Grievor and the Union initially challenged the Employer's right to terminate the job share agreement, the Grievance was ultimately advanced, and focused on, the results to the Grievor in the period after the termination of the job share agreement.
4. As the factual context was largely agreed, the parties requested that I determine the Grievance through an expedited mediation / arbitration approach, as is contemplated by section 50 of the *Labour Relations Act*.
5. I heard the representations and submissions of the Employer, the Union and the Grievor. My determination follows:
 - a. The Employer shall pay the Grievor the signing bonus that was contemplated to be paid to full-time employees in connection with renewal of the Collective Agreement, less the monies already paid to the Grievor on that account and less applicable deductions.
 - b. The Grievor shall continue to work in the job vacated as a result of the absence of Margo Butler until:
 - i. The Grievor's hours of work, her employment or her job classification end or change in accordance with the Collective Agreement;
 - ii. Margo Butler returns to work; or

- iii. Margo Butler retires.
- c. For the period contemplated by paragraph 2 of this Award, the Grievor shall be considered a full-time RPN for purposes of the Collective Agreement.
- d. In the case of Margo Butler returning to work, the Grievor may exercise the seniority and displacement rights afforded to her by the Collective Agreement.
- e. In the case of Margo Butler retiring before any of the other triggering events at paragraph 2 of this Award, the Employer shall award the resulting vacancy to the Grievor, notwithstanding anything to the contrary contained in the Collective Agreement.
- f. The Grievor shall be entitled to access the group health and welfare insurance benefits applicable to the Employer's other full-time employees in the bargaining unit as soon as reasonably practicable after the date of this Award.
- i. For the purposes of this paragraph 6, the Employer shall arrange to have any waiting period for eligibility to benefits waived.
- g. For purposes only of the Grievor's entitlement to vacation pay, the Grievor shall be considered to be a full-time employee as of March 20th, 2014 (the date of filing of the Grievance).
 - i. For greater clarity, the Employer shall credit the Grievor with vacation pay on the basis of the difference, if any, between the vacation pay that the Grievor would have received as a full-time employee from March 20th, 2014 to the date of this Award less the vacation pay that the Grievor was paid during that same period.

- ii. The Grievor shall begin to accrue vacation and vacation pay as a full-time employee on the day following the date of this Award.

6. I shall remain seized in respect of the application, interpretation or administration of this Award.

Dated at Toronto, Ontario this 5th day of November, 2014.


James Hayes