

10494 - RR - 14

IN THE MATTER OF AN ARBITRATION

834783

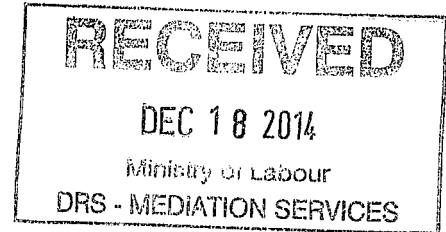
BETWEEN:

TEAMSTERS LOCAL UNION 847 (the Union)

And

MAPLE LEAF SPORTS AND ENTERTAINMENT (the Employer)

RE: GRIEVANCE OF R. GUALTIERI (the grievor)



For the Union: F. Santos

For the Employer: L. Fisher

Sole Arbitrator: Norm Jesin

AWARD

The grievor in this case alleges that the Employer improperly held the grievor out of service causing him to miss 10 shifts of employment. The facts giving rise to the grievance are as follows:

The Employer is a multi-faceted sports and entertainment business. The grievor works as an usher at the Air Canada Centre, a venue for sports and entertainment. Events at the

859-0132

Rel # 13941

Centre take place primarily commencing in the fall and through the winter into the spring. Prior to the commencement of each season, in the fall, employees are required to attend a mandatory training session. Before being scheduled to work at any event during the season. Article 15 of the collective agreement between the parties provides that until an employee attends one of several scheduled session, the employee cannot be scheduled to work at an event. The reason for this is that the before the employee can be scheduled to work, the employee must be fully oriented to any new policies or legislative or regulatory changes, such as changes respecting policies regarding the serving of alcohol or other matters, before the employee can work. In order to facilitate this training, the Employer schedules seven separate training sessions and the employees must attend any one of them.

In the fall of 2014, the grievor indicated that he would attend the last of the Employer's scheduled sessions on November 11, 2014. However, the grievor did not in fact attend and indeed, prior to the session the grievor phoned in to say that he was ill and could not attend the session. Later, he provided a doctor's note dated November 7, 2014 indicating that he should remain off work for one week.

A make-up session training session was ultimately scheduled for the grievor and another employee, but not until the grievor had missed ten shifts. It was only after the grievor completed the training session that he was allowed to return to work.

After hearing from both parties I have determined that the evidence establishes that the grievor was ill during the training session on November 11, and that the Employer was required to accommodate the grievor's illness by making reasonable efforts to provide a make-up

training session. However, the Employer could not be expected to schedule the resources necessary provide the grievor with an immediate personal make-up training session. Still, I have determined that the Employer could have arranged the make-up session a bit earlier than it did so that the grievor could have attended work three shifts earlier than he actually was allowed. As a result I am allowing the grievance in part.

The Employer is directed to pay the grievor for three missed shifts. I remain seized to determine the precise amount owing.

Dated at Toronto, this 16th day of December, 2014.

A handwritten signature in black ink, appearing to read 'NJ', is positioned above a horizontal line.

Norm Jesin