

IN THE MATTER OF AN ARBITRATION

BETWEEN

Anago (Non) Residential Resources Inc.

(the "Employer")

and

Ontario Public Service Employees Union

(the "Union")

Grievances of Kevin Tuns and Shelley Bryson

SOLE ARBITRATOR: James Hayes

APPEARANCES

For the Employer

Ron LeClair, Counsel

For the Union

Marie Thomson, Regional Grievance Officer

A hearing was held on September 24, 2014. Counsel met with the parties on December 22, 2014. Written submissions were received, concluding on March 20, 2015.

REL. 10: 8350

FIVE 10: 837711

POWELL 10: 10691-RR-14

AWARD

1. Grievances brought by Mr. Tuns and Ms. Bryson were addressed at an arbitration hearing on September 24, 2014 and resolved by separate Minutes of Settlement dated the same day.
2. Pursuant to the Minutes, I remained "seized with respect to any matters that may arise from the implementation or interpretation of these Minutes of Settlement".
3. The Union alleged in December that there had not been Employer compliance. It was convenient for the parties to meet with me in London on December 22, 2014 at which time the return of Ms. Bryson to work was discussed and subsequently sorted out.
4. Certain issues remain unresolved.

Kevin Tuns

5. Paragraph 4 of the Minutes included an agreement of the Employer "to remove all specific references to the discipline and the incident which lead to the discipline from the Grievor's Annual (Yearly) Vision and to destroy all copies of that Annual Vision".
6. I have reviewed paragraph 5 of the amended Vision to which Mr. Tuns continues to object. It is clear to me that the comments made therein are non-disciplinary and I do not see them, read objectively, as problematic.

7. However, the Minutes require removal of any specific references to the incident that lead to the discipline. It is arguable that the amended Vision is non compliant.

8. Accordingly, I direct that paragraph 5 of the Vision be amended to read as follows:

Kevin will benefit from reviewing such individual Behaviour Support Plans that his Program Manager believes may be of particular assistance to him, and, on a semi-annual basis if it should be deemed necessary to do so by his Manager. He will also benefit from reviewing the policy and site-specific protocol regarding the expectations for reporting witnessed abuse.

Shelley Bryson

9. There continues to be disagreement concerning the proper calculation of compensation owing to Ms. Bryson.

10. The difficulties stem, at least in part, from what appear to have been communication and cancellation issues arising from shift opportunities allegedly offered to her with respect to certain training dates. The parties do not agree as to where the responsibility for some of these unfortunate complications lies.

11. The parties agree that relief employees are not guaranteed hours but the Union states that over the years working at Anago, Ms. Bryson has worked on average at least three shifts per month.

12. I see no point in seeking to 'drill down' further with respect to the specifics given the continuing costs of such an exercise. Given the costs of litigation, some sense of proportion must be maintained. It is time to bring closure to this dispute.

13. The Union has requested that Ms. Bryson be compensated for 6 shifts.

14. I find that Ms. Bryson should be compensated with payment for five additional shifts in final satisfaction of the Employer's financial obligations pursuant to the Minutes of Settlement.

Dated at Toronto, this 24th day of March, 2015.


James Hayes