IN THE MATTER OF AN ARBITRATION

BETWEEN

BOMBARDIER TRANSPORTATION CANADA INC
THUNDER BAY PLANT
(hereinafter the "Employer")

AND

UNIFOR LOCAL1075
(hereinafter the "Union")

SHORT TERM DISABILITY GRIEVANCE

ARBITRATOR:	Tom Hodges
FOR THE EMPLOYER:	George Gasbarrino, Director, Human Resources
FOR THE UNION:	Andy Savela, National Representative Dominic Pasqualino, Local President Ron Frost, Bargaining Chairperson
HEARING:	April 27, 2015
AWARD:	May 8, 2015

AWARD

JURISDICTION

The parties agree that I have jurisdiction in accordance with Article 12 of the collective agreement along with the expedited processes used to adjudicate this dispute.

BACKGROUND

On September 11, 2014, the employer and the union agreed to increases in the maximum weekly indemnity benefit of “$550 in 2014, $575.00 in 2015 and $600.00 in 2016”. The union submitted a grievance on February 24, 2015 alleging that the employer’s insurance carrier had thus far refused to pay 2015 claims at the negotiated maximum of $575.00 per week, instead applying the $550.00 amount.

UNION POSITION

The union contended that the language of the Memorandum of Agreement was more than clear, and that “2015” meant “January 1 to December 31, 2015”. The union also argued that there had not been any discussion or reason for either party to assume that the increase would not take effect in January. The union also argues that unlike other contracts which were negotiated prior to the end of the agreement, this agreement was delayed significantly beyond the expiration date of the old agreement. The union requested that the arbitrator allow the grievance and direct the employer accordingly, making whole in the process any employees who had been adversely affected to date by the employer’s decision.

EMPLOYER POSITION

The employer argued that increases to the maximum weekly indemnity benefit had historically been applied in June, and not on January 1 of any given year. The employer requested that the arbitrator dismiss the grievance.

DECISION

The collective agreement specifies the year only. Absent any reference to the benefit beginning in a specific month, the benefit applies from January through December of each year. The union position is indeed accurate, and the grievance must therefore be allowed in full. All employees who have had 2015 claims paid at the maximum of $550.00 will receive the added $25.00, and the $575.00 amount will apply for the remainder of the calendar year. The negotiated increase to $600.00 per week will take effect on January 1, 2016.

I remain seized should there be any dispute with respect to the interpretation, enforcement or implementation of this award.

Dated this 8th, day of May, 2015

Tom Hodges
Arbitrator