

IN THE MATTER OF AN ARBITRATION

BETWEEN:

York University

-and-

York University Staff Association

Grievance of Amber Rosen

Lorne Slotnick, Arbitrator

Representing the Union – Chris Donovan

Representing the Employer – Kate McNeill-Keller

Hearing – Toronto, Ont., October 7, 2015



File 10: 843691
Folder 10: 10310-RK-15
Rel id: 34468

A W A R D

This case concerns the Employer's dismissal of the grievor, Amber Rosen (the "Grievor"), during her probationary period. She commenced employment on October 14, 2014. On January 12, 2015, two days before the end of her probationary period, she attended a meeting with management at which she was advised that the University was terminating her employment. She was not provided Union representation at that meeting.

The parties have advised that the material facts set out above are not in dispute. Having regard to the submissions of the parties' respective lawyers, I order as follows:

- a. The Grievor shall be reinstated to her position as a Receptionist/Customer Service Representative at the Glendon Athletics Club (Band 6) as of November 2, 2015.
- b. The Grievor is reinstated as a regular (i.e. non-probationary) employee, with no loss of seniority or service. The terms and conditions of her employment shall be as set out in the offer of employment from the University dated October 8, 2014 and the Collective Agreement, unless specifically modified by this Award or agreed to by the parties.
- c. Subject to and in accordance with the terms of the applicable plan, and provided she makes such payment(s) by December 15, 2015, the Grievor shall be entitled to make her contributions to the University's pension plan

from the date of her dismissal to the date on which she is reinstated (i.e. January 12, 2015 to November 2, 2015). If she does so, the University shall pay its portion of the Grievor's pension contributions for such period.

- d. The Union has advised that the Grievor has mitigated her losses for lost wages and benefits. The Grievor and the Union do not seek compensation under those heads of damages. There shall also be no accrual of sick leave or vacation during the period of January 12, 2015 to November 2, 2015.

I remain seized with respect to the implementation and interpretation of this award.

A handwritten signature in black ink, appearing to read "Lorne Slotnick", is written over a horizontal line.

Lorne Slotnick, Arbitrator

October 7, 2015