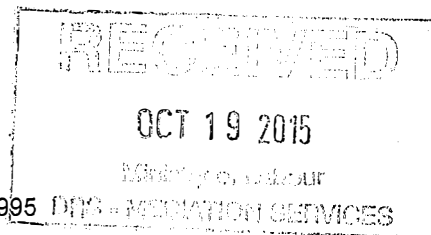


IN THE MATTER OF ARBITRATION
UNDER THE LABOUR RELATIONS ACT, 1995



BETWEEN

TILSONBURG DISTRICT MEMORIAL HOSPITAL

("the Hospital")

and

UNIFOR and its LOCAL 302

("the Union")

**Policy Grievance re: Posting of Full-time Ward Clerk Position
Grievance No. 2015-06-01-1**

BEFORE: Colin Johnston

APPEARANCES:

For the Hospital: Andrew Pearson, Manager Human Resources,
Lynda Van De Maele, Human Resources Generalist
April Mullen, Director of Clinical Services

For the Union: Jim Pound, National Representative
Rusty Sproul, Financial Secretary

Hearing held in London, Ontario on September 28, 2015

*File id: 843762
Folder id: 10313-RR-15
Rel id: 9243*

- [1] I was appointed by the parties to hear this policy grievance dated June 1, 2015. The grievance alleges that the Hospital failed to post a ward clerk vacancy as a full-time position.
- [2] There is no dispute on the facts in this case. The position in question was initially posted as a temporary full-time ward clerk position on January 20, 2014. The temporary job was to last for 6 weeks to cover another staff member who was off due to illness.
- [3] The successful candidate for the temporary position was Corrin Verspeeten. The other staff member eventually returned to work but due to operational needs, Ms. Verspeeten continued working 30 hours a week as a ward clerk. Her position is not tied to any specific unit. Despite her hours of work, Ms. Verspeeten is classified as a part-time ward clerk.

POSITION OF THE PARTIES

- [4] The Union takes the position that the Hospital should have posted the job that Ms. Verspeeten currently occupies as a permanent full-time position back in 2014. The Union is not seeking to have Ms. Verspeeten displaced from her job but rather seeks to have her reclassified as a full-time employee.
- [5] In the alternative, the Union submits that if I find that Ms. Verspeeten is not entitled to remain in the position, the job should be posted as a full-time position and that she have the right to apply for the position as any other member of the bargaining unit.
- [6] The Hospital does not dispute that the ward clerk position be reclassified as a full-time job but submits that if it is reclassified as full-time, it is a "new job" and must be posted as per Article 12.04 of the collective agreement.

ANALYSIS

- [7] The relevant language in the collective agreement is set out in Article 2.01(b), 12.03 and 12.04(a) which provide:

Article 2.01 (b) Full-time refers to employees regularly employed more than twenty-four (24) hours per week and part-time refers to employees regularly employed for not more than twenty-four (24) hours per week.

Article 12.03 In cases of promotion, demotion or transfer (other than appointment to positions outside the scope of the bargaining unit and other than movements caused by a layoff or recall), seniority shall prevail provided the senior employee is able to perform the normal requirements of the job. Full-time employees will be considered for full-time positions before part-time employees

and part-time employees will be considered for part-time positions before full-time employees.

Article 12.04 (a) Where a job vacancy occurs or a new job is created, notices shall be posted within seven (7) calendar days and a copy of the notice shall be sent to the Union Chairperson.

- [8] There is no dispute that in her current position, Ms. Verspeeten works more than 24 hours per week. As per the language of Article 2.01(b), the hours worked in this position are clearly full-time and, as such, the job should be reclassified as a full-time position.
- [9] As an arbitrator appointment under the collective agreement, I must fashion a remedy that properly addresses the claim raised in the grievance. I appreciate that Ms. Verspeeten has occupied the position for nearly 20 months but that does not automatically entitle to her to a full-time position.
- [10] The proper remedy in this case is to place the Union and all its members, in the position they would have been had the collective agreement not been breached. Article 12.04 clearly states that when a new job is created it must be posted as per the terms of the collective agreement.
- [11] Given the language of the agreement, the proper remedy is to post the job as a new full-time permanent position. To do otherwise, would deny other members of the bargaining unit their rights under the collective agreement.
- [12] Accordingly, I order that the Hospital post the position that Ms. Verspeeten currently occupies as a full-time ward clerk position and that all member of the bargaining unit including Ms. Verspeeten be given the opportunity to apply for the position.
- [13] For further clarity, Ms. Verspeeten's current status is that of a part-time employee. If she is the successful candidate, she will be reclassified as full-time. If she is not the successful candidate then she will retain her part-time status.
- [14] I will remain seised to deal with any disputes regarding the interpretation or implementation of this award.

Dated this 6th day of October, 2015 in the Town of Lakeshore, Ontario.



Colin Johnston, Arbitrator