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Ministry of Labour

DPS - ARBITRATION SERVICES

In the matter of an arbitration between

RBG SECURITY INC.

(The Employer)

and

TEAMSTERS LOCAL UNION 847

(The Union)

Grievances of Michael McGee

before

Paul Craven, Sole Arbitrator

A hearing was held at Toronto, Ontario, on November 9, 2015.

*For the Employer: Kiran Kainth, Human Resources Manager
Rodney Burley, Operations Manager*

*For the Union: Lisa Triano, Counsel
Tom Fraser, Secretary-Treasurer*

AWARD

The parties agreed to put three grievances before me: #517 (alleged violation of article 7.03 of the collective agreement: shop stewards); #518 (alleged improper layoff); and #2813 (alleged reprisal for exercising rights under the *Occupational Health and Safety Act*). All are individual grievances of Mr. McGee ('the Grievor').

Having received the parties' submissions and upon learning that the Union, the Employer and the Grievor are all agreed as to the appropriate disposition of these grievances (without prejudice to the positions the parties may take in other matters not before me) I make the following award:

1. The Employer shall pay the Grievor three (3) hours pay for his attendance at the scheduled grievance meeting on October 1, 2015.
2. The Grievor shall accept his layoff effective October 9, 2015, subject to his right of recall under article 16.

3. The Employer shall issue a Record of Employment indicating that the Grievor's layoff is due to a shortage of work.
4. The Employer shall advise Employment Insurance that the Grievor was laid off due to a shortage of work and shall re-issue its letter accordingly.
5. Notwithstanding article 17.01 of the collective agreement (no guarantee of hours), the Grievor will retain full-time status for the duration of the layoff.
6. The Employer shall employ the Grievor at the Zets' parking location, working not less than sixteen (16) hours per week provided such work is available.
7. The Grievor is entitled to apply for any postings and/or to apply for EI benefits, and he is permitted to seek work with another employer, while on layoff.
8. Pursuant to article 16.03(c), if the Grievor is not recalled within twelve (12) months of the effective date of his layoff, he shall lose his full-time seniority.
9. Grievances #517, #518 and #2813 are withdrawn.

I remain seised as requested to determine any dispute arising out of the implementation of this award.

Dated at Toronto, November 10, 2015,



Paul Craven, Arbitrator