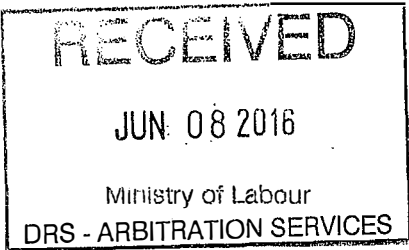


IN THE MATTER OF AN ARBITRATION
(Under the *Labour Relations Act*, 1995)

BETWEEN:

KERRY'S PLACE AUTISM SERVICES



("Employer")

-AND-

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

("Union")

AND IN THE MATTER OF an arbitration of job posting and discipline grievances of
Lillian Delahaye the collective agreement between the parties.

BEFORE: G. T. SURDYKOWSKI – Sole Arbitrator

APPEARANCES:

For the Employer: David M. Ross, Counsel.

For the Union: Meg Atkinson, Counsel; and others..

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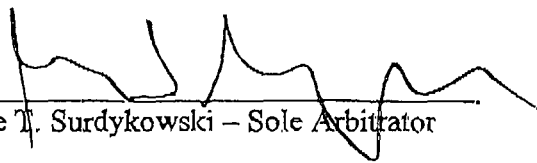
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AWARD

1. The Union filed a grievance on behalf of Lillian Delahaye (#100219532) arising out of a job competition in which she was unsuccessful.
2. The Parties also agreed to consolidate the above referenced grievance with a discipline grievance of a written warning filed on behalf of the same Grievor (#100220727).
3. The Parties agreed to have me act as a mediator-arbitrator pursuant to section 50 of the *Labour Relations Act, 1995*.
4. After hearing from both Parties, I consider it appropriate to make the following orders:
 - (a) The warning letter referenced in #100220727 is to be removed for the Grievor's employment file effective immediately;
 - (b) The Grievor is to be permitted to compete for the Job Posting 1098 which is a Full-time Assistant position, despite the application date being closed;
 - (c) The Grievor is to be fairly and properly considered for all future job postings to which she applies to and will be considered in accordance with the collective agreement, including but not limited to the job posting for a full time associate position (job posting # has not yet been assigned) which the Employer anticipates to be posted on or before June 3, 2016.
5. I am not seized with any dispute or grievance concerning the Employer's consideration or determination of any job posting applications by the Grievor.

DATED AT TORONTO THIS 1ST DAY OF JUNE 2016.



George T. Surdykowski – Sole Arbitrator