

IN THE MATTER OF AN ARBITRATION

B E T W E E N

THE CORPORATION OF THE COUNTY OF ESSEX

("the Employer")

and

CUPE LOCAL 2974.1

("the Union")

Grievance of Richard Turton

BEFORE: Colin Johnston

APPEARANCES:

For the Employer: Anna Vannelli, counsel

For the Union: Michael Klug, counsel

Hearing held in Windsor, Ontario on July 8, 2016

AWARD

- [1] I was appointed by the Minister of Labour pursuant to section 49 of the Labour Relations Act to sit as sole arbitrator to hear this discharge grievance dated April 20, 2016 filed on behalf of Richard Turton ("the Grievor").
- [2] The relevant facts in this case are not in dispute. The Grievor was employed with the County of Essex for 29 years and had no discipline on his record at the time of his termination. At the time of discharge, the Grievor held the position of Maintenance Lead in the Employer's Maintenance Department.
- [3] In 2013, the Grievor was criminally charged for allegations of fraud involving the misappropriation of union funds while acting in his capacity as Secretary-Treasurer of the Local Union. On April 4, 2016 the Grievor plead guilty to the charges and was sentenced to a period of incarceration to be served at his residence. He has also been ordered by the Court to pay further restitution to the Union.
- [4] Having learned of the conviction, the Employer placed the Grievor on a paid suspension effective April 5 and later terminated his employment by letter dated April 18, 2016.
- [5] At the outset of the hearing, I heard submissions from the parties on the merits of the case. The Employer maintains that it had cause to terminate the Grievor's employment and resists any attempt to reinstate his employment in light of the conviction. The Union acknowledges the seriousness of the conviction but challenges the premise that the Employer had cause to terminate an employee with 29 years of exemplary service. The Union also raises a number of preliminary issues regarding the manner in which the Grievor was suspended and ultimately terminated.
- [6] Having heard submissions of the parties, I direct that, in lieu of reinstatement, the Employer shall pay the Grievor compensation in the amount of \$51,000 within 21 days from the date of this Award. Such amount shall represent a retiring allowance with the required 30 per cent withheld and remitted in respect of income tax. The Employer will also pay the Union the amount of \$1,000 representing union dues.
- [7] I further direct the Employer to provide the Grievor with a letter confirming his dates of employment and the positions he held with the County over the tenure of his employment.
- [8] The Grievor's termination of employment dated April 18, 2016 is hereby confirmed.

[9] This award resolves all issues involving the grievance before me. I shall remain seised to deal with any disputes regarding the interpretation or implementation of this award.

Dated this 8th day of July, 2016 in the City of Windsor, Ontario.

A handwritten signature in black ink, appearing to read 'C. Johnston', written on a white rectangular background.

Colin Johnston, Arbitrator