

IN THE MATTER OF THE ONTARIO LABOUR RELATIONS ACT, 1995

AND IN THE MATTER OF AN ARBITRATION

B E T W E E N :

**THE REGIONAL MUNICIPALITY OF PEEL
VERA M. DAVIS COMMUNITY CARE CENTRE**

(“the employer”)

- and -

**UNITED FOOD AND COMMERCIAL WORKERS
CANADA, LOCAL 175**

(“the union”)

**AND IN THE MATTER OF a union grievance, No. R2-16-0148, dated March 31, 2016,
alleging that the Employer had violated various articles of the Collective Agreement in
relation to its implementation of the Surge e-Learning Program**

BEFORE: John McNamee, Sole Arbitrator

APPEARANCES: For the Employer:

Kelsey Orth (Counsel)

For the Union:

Erin Hallock (Counsel)
John DiNardo (Union Representative)

A hearing was held at Etobicoke, Ontario, on July 28, 2016.

A W A R D

The union's grievance in this matter involved a claim that the employer had under-paid certain employees in the implementation of its Surge e-Learning Program.

In the course of mediated discussions, the employer confirmed to the union that all future Surge eLearning training for all employees will be completed "in-house" during regular working hours.

The parties also reached a Memorandum of Settlement, which was reached without admission of liability, and asked that this memorandum be reflected in an award. The operative terms of that memorandum are as set out below:

1. The Employer shall calculate the amount owing for bargaining unit employees related to Surge eLearning training in 2015 and 2016 on the following basis:

2015

- a) For all full-time employees, rounding up the hours spent on Surge eLearning to four (4) hours and paying the total adjusted hours as overtime (1.5 times the regular rate), less any pay already received and less deductions and withholdings;
- b) For all part-time employees, rounding up the hours spent on Surge eLearning to four (4) hours and paying the difference between the adjusted hours and the hours already paid, less deductions and withholdings;

2016

- c) For all full-time employees who have begun the 2016 Surge eLearning as of July 28, 2016, rounding up the hours spent on Surge eLearning to the nearest full hour and paying the total adjusted amount as overtime (1.5 times the regular rate), less any pay already received and less deductions and withholdings; and
- d) For all part-time employees who have begun the 2016 Surge eLearning as of July 28, 2016, rounding up the hours spent on Surge eLearning

to the nearest full hour and paying the difference between the adjusted hours and the hours already paid, less deductions and withholdings.

2. The Employer will provide the Union (specifically Erin Hallock and John DiNardo) with details of its calculations and the total amounts owing to all employees in accordance with these Minutes of Settlement prior to or at the time such payments are made.

3. The Employer will provide employees with payments owing in accordance with these Minutes of Settlement within thirty (30) days of the issuance of this Award.

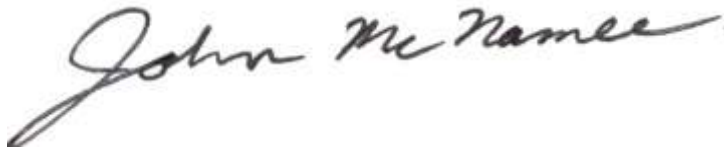
4. The parties agree that these Minutes of Settlement are without prejudice and precedent.

5. Arbitrator John McNamee shall remain seized regarding the interpretation or implementation of this Award.

DISPOSITION

I confirm the various agreements set out above, and direct both parties to comply with those agreements.

DATED at Toronto, this 3rd day of August, 2016.

A handwritten signature in dark ink, reading "John McNamee". The signature is fluid and cursive, with the first name "John" being larger and more prominent than the last name "McNamee".

John McNamee, Sole Arbitrator