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96B 692
Local 244
CAAT (A)

IN THE MATTER OF AN ARBITRATION

BETWEEN

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
("the Union")**

- and -

**SHERIDAN COLLEGE
("the College")**

Re: GRIEVANCE OF GEOFF ONDERCIN-BOURNE

**BOARD OF
ARBITRATION:**

Pamela Cooper Picher	-	Chairperson
Rene St. Onge	-	Employer Nominee
Mike Sullivan	-	Union Nominee

**APPEARING FOR
THE EMPLOYER:**

Ann E. Burke	-	Employer Counsel
Rosalie Sparco	-	Human Resources Specialist
J. D. Thompson	-	Academic Director
Ian H. Neilson	-	Director, SES
Elaine Deramo		

**APPEARING FOR
THE UNION:**

David Wright	-	Union Counsel
Wilma Van Der Hurk	-	Chief Steward, Local 244
Mike Walsh	-	Steward, Local 244
Norm Sibbick	-	Past President, Local 244
Geoff Ondercin-Bourne	-	Grievor

A hearing in this matter was held in Oakville on March 4 and April 16, 1997.

INTERIM AWARD

Through this arbitration, the Union alleges that effective May 30, 1996, the College improperly laid off the grievor, Mr. Geoff Ondercin-Bourne, contrary to the provisions of article 27 of the collective agreement.

At the outset of this arbitration, the College raised a preliminary objection to the arbitrability of the grievance. It is the position of the College that the grievor failed to comply with the requirements of article 27.08 which are set out below:

Lay-Off Grievances

27.08 A An employee claiming improper lay-off, contrary to the provisions of this Agreement, shall state in the grievance the positions occupied by full-time and non-full-time employees whom the employee claims entitlement to displace. The time limit referred to in 32.02 for presenting complaints shall apply from the date written notice of lay-off is given to the employee.

27.08 B If the grievance is processed through Step 2, the written referral to arbitration in 32.03 shall specify, from the positions originally designated in 27.08 A, two full-time positions, or positions occupied by two or more partial-load or part-time employees (the sum of whose duties will form one full-time position), who shall thereafter be the subject matter of the grievance and arbitration. The grievor shall be entitled to arbitrate the grievance thereafter under only one of (i), (ii), (iii), (iv), (v), (vi), (vii), or (viii) of 27.06.

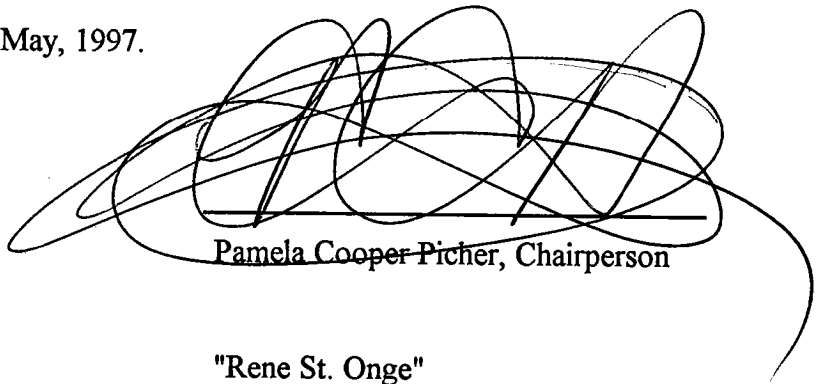
The College claims that the grievor did not “state in the grievance the positions occupied by full-time and non-full-time employees whom the employee claims entitlement to displace.” The Union, on the other hand , asserts that the grievor did comply with the requirements of article 27.08.

The Board of Arbitration has carefully considered the evidence and submissions of the parties on the College’s preliminary objection and concludes that the interpretation of article 27.08 as it relates to the preliminary objection is directly tied to the respective positions of the parties on the merits of this grievance. We are satisfied that the determination of whether the grievor complied with the requirements of article 27.08 to, *inter alia*, “state in the grievance the positions occupied by full-time and non-full-time employees whom the employee claims entitlement to displace,” is dependent on the interpretation of the rights and responsibilities of the respective parties in relation to the grievor’s layoff, which is the primary issue in the arbitration.

Accordingly, the Board has concluded that it is not appropriate to make any finding on the preliminary objection prior to hearing the evidence and submissions of the parties on the merits of the grievance. It is only after the matter has been addressed by the parties on the merits that the Board will be able to make a finding on the College’s preliminary objection. For these reasons, the Board will reserve its decision on the College's preliminary objection.

In the result, this matter will be scheduled for continuation to enable the parties to present their evidence and arguments on the merits of the grievance.

Dated at Toronto this 13th. day of May, 1997.



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Pamela Cooper Picher, Chairperson

"I concur"

"Rene St. Onge"
Employer Nominee

"I concur"

"Mike Sullivan"
Union Nominee