

IN THE MATTER OF AN ARBITRATION

BETWEEN:

FANSHAWE COLLEGE

The Employer

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

The Union

AND IN THE MATTER OF THE GRIEVANCE OF L. ST. DENIS — OPSEU FILE NOS. 91D937 AND 91D38

Sole Arbitrator:

- D.D. Carter, Chair
- J. Grimwood, Union Nominee
- R. Hubert, Employer Nominee

Appearances for the Union:

- M. McFadden, Counsel
- P. Musson, Union Local President
- G. Fordyce, Union Local Chief Steward
- L. St. Denis, Grievor

Appearances for the Employer:

- C.G. Riggs, Counsel
- R. Gates, Vice President, Community Services
- G. Rozell, Human Resources
- C. Auger, Director, Student Learning Services
- F. Brill, Chair, Manufacturing Sciences Division

A hearing in this matter was held at London on November 20, 1991, and at Toronto on January 30, 1992, and April 13, 1992.

A W A R D

06-15-92

These two grievances both relate to an understanding reached by the College Employment Stability Committee (CESC) at Fanshawe College in respect of Linda St. Denis. That understanding was set out in a memorandum of May 13, 1991, signed by both the employer and union members of that committee. The terms of that memorandum are set out below:

The College Employment Stability Committee recommends a Local Agreement between Linda St. Denis, the College and the Union Local which would set out the following:

- 1: a professional development leave be granted to Linda St. Denis for 1991/92;
- 2: a retraining package involving the Manufacturing Technician program;
- 3: first right to teach available courses she has taught before, during Summer 1992 and 1993;
- 4: salary maintenance of 55% for 1992/93;
- 5: The JESRF will provide any top-up of funds to ensure her salary at 55% to the end of August 1993.

Linda St. Denis's grievance alleges that the college violated the collective agreement by refusing her application for Professional Development Leave and not carrying out the terms of the understanding reached by the CESC. It further alleges that the college's later counter-proposal was inconsistent with the terms of the collective agreement. By way of remedy she asks that the college now provide her with an arrangement similar to that set out in the understanding of May 13, 1991.

The union in its grievance argues that the college violated the "employment stability" procedures set out in article 28 of the collective agreement by resiling from the understanding reached by the CESC and making a counter-proposal to Linda St. Denis. This grievance seeks a declaration that the college did so with the knowledge

that Ms. St. Denis was eligible for a professional development leave under the terms of article 18 of the collective agreement. As well, the union seeks a declaration that decisions made by the CESC in respect of the use of the Joint Employment Stability Reserve Fund (JESRF) are binding on the college.

Two issues of considerable importance are raised by these grievances: 1) the extent to which understandings reached by the CESC are binding upon the college; 2) the extent to which Professional Development Leave (PDL) applies to an employee facing lay-off. Both of these issues must be placed in the factual context in which these grievances arose.

The grievor, Linda St. Denis, first began her teaching career at Fanshawe College in 1984, bringing with her some twenty years of industrial experience. At the outset of her employment with the college, she taught in the Technical Upgrading Program and later moved to the Women in Trades and Technology (WITT) Program. In that latter program she taught mathematics, English, life and work skills, as well as a number of shop skills. From the evidence it is clear that the grievor enjoyed teaching and, as a member of the Fanshawe faculty, had made a valuable contribution to the WITT Program. Unfortunately, because of funding cuts, Ms. St. Denis's teaching career was placed in jeopardy when she was notified in April of 1991 that she would be laid off.

Following receipt of her notice of lay-off the grievor met with Helen Adams to discuss her options. Ms. Adams, as Chairperson of the college's Community Access Division, had direct responsibility for the WITT Program. During that discussion the grievor indicated that she would prefer some form of retraining rather than grieving her

lay-off. Later, she did discuss the possibility of exercising her bumping rights with Gail Rozell in Human Resources but, after this discussion, decided against doing so.

The grievor then went to Gary Fordyce of the union to inquire as to whether there was still money available to fund a professional development leave. After being advised by Mr. Fordyce that there was still money left for this purpose, the grievor went back to Ms. Adams and advised her that she would like to pursue this option. Ms. Adams then told her that she needed to prepare a proposal as the CESC would be meeting the next week. Following this conversation the grievor prepared and gave to Ms. Adams a document indicating that she would like to apply for a career development leave, that she would be willing to consider suggestions about retraining from the college, and that she was interested in the Manufacturing Engineering Technician Program.

At the May 13 meeting of CESC an understanding concerning the grievor's situation was reached, Helen Adams showed the grievor a copy of the memorandum setting out that understanding, advised the grievor to apply for the Manufacturing Engineering Technician Program, and to write a formal proposal for a professional development leave. In this proposal for professional development leave the grievor listed a number of benefits to the college that would flow from her proposed course of study. These benefits all seemed to assume that she would return to teach in the WITT program. The grievor gave her proposal to Ms. Adams who said she would sign it and send it along.

The grievor received no response from the college in respect of this proposal and assumed that everything was in order. Feeling that there was an agreement with the college, she then began to organize her life on the assumption that she would be

on half wages for the next two years while she pursued the Manufacturing Engineering Technician Program. To this end she sold her house, gave away her dog and cat, moved in with a girlfriend while she looked for a suitable apartment, and registered in a mathematics course at college to prepare herself for her upcoming academic program.

The grievor's expectations were shattered, however, when she began to make inquiries about how the tuition for her proposed course of studies would be paid. She phoned Gail Rozell in Human Resources who advised her that the college had decided not to follow through on the understanding reached by CESC. According to the grievor, she was told by Ms. Rozell that the college had concerns about the fact that she would be making money during the co-op placement at the same time as she was being paid by the college.

The grievor, quite naturally, was upset over this turn of events and phoned Ms. Rozell again. At this point Ms. Rozell indicated that the college would be offering her an alternative package that would not include a professional development leave. The grievor then picked up a draft of this proposal from Rozell's office. The substance of this draft proposal is set out below:

The College is prepared to enter into a local agreement between the College, Linda St. Denis and the Union which sets out the following:

- 1) The College would agree to pay full salary to Linda St. Denis for 90 days beginning 01 09 91 inclusive of benefits in accordance with Article 8.05 (h) (iii) of the current collective agreement.
- 2) The management members of CESC would be prepared to support the JESRF topping up of funds to ensure her salary at 55% to the end of August 31st, 1992, subject to the terms and conditions of this agreement being met.
- 3) If Linda is accepted into the Manufacturing Engineering Technicians Program which is a Co-Op Program, it is strongly

recommended that she participate in the Co-Operative Work Placement as completion of this program does not qualify her to teach it. The work placement would assist her in securing employment in that field.

4) If Linda does not participate in the work placement:

(a) Math levels I & II, if available during the summer of 1992 would be offered to her to teach.

(b) There would be no Co-Op endorsement on the college certificate which may be detrimental in seeking employment in manufacturing.

5) (a) As Linda's status is that of a laid-off employee under Article 8.05 she would have recall rights under Article 8.06(a). If she fails to return upon a recall she would lose seniority rights and employment deemed terminated under Article 8.10 of the Collective Agreement.

(b) The management representatives of CESC would support the continuation of the 55% of salary being funded through the JESF until August 31, 1992.

6) If Linda accepts recall the agreement ceases and the payments under Paragraph 2 will cease.

7) If Linda is not accepted into or fails the program at any stage prior to August 31, 1992, the agreement ceases.

8) It is understood and agreed that this agreement is without precedent and without prejudice to another settlement or individual in the college.

The grievor, after obtaining this draft, took it to Gary Fordyce of the union who advised her not to sign it. Nevertheless, the grievor decided that she would take what the college was then offering, even though she was upset that it had not notified her of its change in position. She proceeded to sign a document similar to the draft except that it contained an additional paragraph which stated that "[b]y signing this agreement both the management representatives and the union representatives on the CESC are indicating their agreement to the use of JESF for the above-mentioned purposes." The union, however, did not sign this document and its terms were never implemented.

The college, pursuant to article 8.05 (h)(iii) of the collective agreement, did pay the grievor full salary for 90 days beginning September 1, 1991. Meanwhile the grievor completed her mathematics course and began the Manufacturing Engineering Technician Program. At the end of the ninety days, however, the grievor ran out of money and withdrew from the program for financial and health reasons.

The provisions of the collective agreement relevant to the disposition of these two grievances are set out below. These provisions are set out in their entirety so that the scheme underlying both professional development leave and the employment stability procedures can be thoroughly analyzed.

Article 18 PROFESSIONAL DEVELOPMENT LEAVE

18.01 The College recognizes that it is in the interests of employees, students and the College that employees are given the opportunity by the College to pursue College-approved professional development activities outside the College through further academic or technical studies or in industry where such activities will enhance the ability of the employee upon return to the College to fulfil professional responsibilities.

18.02 To that end, each College will grant a minimum of two (2) percent of full-time members of the academic bargaining unit of the College concerned who have been members of the bargaining unit for a period of not less than six (6) years, and an additional one (1) percent of full-time members of the academic bargaining unit of the College concerned who have been members of the bargaining unit for a period of not less than fifteen (15) years, to be absent on professional development leave at any one time in accordance with the following conditions:

(a) the purpose of the leave is for College-approved academic, technical, industrial or other pursuits where such activities will enhance the ability of the teacher, counsellor or librarian upon return to the College;

(b) a suitable substitute can be obtained;

(c) the leave will normally be for a period of from one (1) to twelve (12) months;

(d) the employee, upon termination of the professional development leave, will return to the College granting the leave for a period of at least one (1) year, failing which the employee shall repay the

College all salaries and fringe benefits received by the employee while on professional development leave;

(e) the salary paid to the employee will be based on the following scale: fifty-five percent (55%) of the employee's normal salary increasing by five percent (5%) per year after six (6) years of employment with the College concerned to a maximum of seventy percent (70%) of the employee's normal salary after nine (9) years. It is understood that the College's payment is subject to reduction if the aggregate of the College's payment and compensation or payments from other sources during the period exceeds the amount of the employee's normal salary. The amount and conditions of payment will be pro-rated for shorter leaves;

(f) applications for professional development leave will be submitted in writing containing a detailed statement of the nature of the proposed leave and its perceived benefit to the College and the employee; to the Chair of the Department at least six (6) months prior to the commencement date;

(g) all applicants will be notified in writing by the President as to the disposition of their application for professional development leave;

(h) The College may on its own initiative propose plans of professional development leave to employees; however no employee shall be under obligation to accept such a proposal;

(i) the provisions of the Article shall not preclude the College from permitting greater numbers of employees to be absent on professional development leave;

(j) the fulfilment of the minimum of two percent (2%) of full-time employees on professional development leave (arising out of employee-initiated leaves) as set out herein will depend upon the receipt and approval of the College of a sufficient number of qualified applications in accordance with the criteria set out above;

(k) in the event that more eligible employees apply for professional development leave than will be approved, preference shall be given to the applicants with greater length of service since their last professional development or sabbatical leave under Article 18 of the preceding collective agreements;

(l) an applicant who is denied professional development leave shall be notified in writing of the reasons for the denial. Approval of an application for professional development leave shall not be unreasonably withheld;

(m) for professional development leaves that are granted for a period of less than one (1) year, the payment shall be pro-rated. The unused portion of the allowable earned leave shall be available to the teacher, counsellor or librarian subject to the application and approval processes of the college and those defined within this article. Payment for the unused portions of leave when taken shall be paid at the same proportion of salary as established in Article 18.01(e) when the first portion was taken.

18.03 An employee in the bargaining unit may take, for a tuition fee of not more than \$20.00, on the employee's own time,

(a) Ministry approved programs or courses,
or

(b) other programs or courses as mutually agreed,
which the College currently offers. The employee must meet the normal entrance and admission requirements.

Article 28 EMPLOYMENT STABILITY

28.01 (a) The parties hereto subscribe to certain objectives and principles as follows:

- (i) that employment stability should be enhanced, within the resources available, through both long-term and short-term strategies;
- (ii) that such strategies could include, but not necessarily be restricted to, planning, retraining, early retirement, alternative assignments, secondments, employee career counselling, job sharing and professional development;
- (iii) that data which is relevant to employment stability should be made available to both parties;
- (iv) that procedures should be in place to deal with situations that arise in which, notwithstanding the best efforts of both parties, lay-offs and/or reductions in the number of employees who have completed the probationary period become necessary; and,
- (v) that resources should be made available to achieve, to the degree that it is feasible, these objectives and principles.

28.01 (b) The parties have agreed to the following provisions, in order to achieve, to the degree that it is feasible, the foregoing objectives and principles.

28.02 (a) There shall be established, at each College, a College Employment Stability Committee (CESC).

28.02 (b) Each CESC will be composed of four (4) members, with two (2) to be appointed by the College and two (2) by the Union Local. The term of office of each member shall be one (1) year, which may be renewable, commencing on September 1 of each year. Alternative arrangements may be made at the local level upon agreement of the Union Local and the College.

28.03 The functions of the CESC shall be to recommend long-term and short-term strategies to enhance employment stability, and to administer

and make decisions with respect to the Joint Employment Stability Reserve Fund (JESRF) established under 28.08, as specifically prescribed in 28.04, 28.05 and 28.06.

28.04 The functions of the CESC shall include the making of recommendations with respect to long-term strategies to enhance employment stability, having regard to available resources. Activities may include, but not necessarily be restricted to:

- (i) receiving and analyzing data provided under the Collective Agreement with the objective of creating a shared data base;
- (ii) identifying needs for further data collection;
- (iii) analyzing, on an ongoing basis, internal and external trends which may have impact on employment stability, such as areas of growth and decline of changing resource levels and priorities;
- (iv) developing strategies including retraining, early retirement, alternate assignments, secondments, professional leaves, employee career counselling, job sharing, professional development, pre-retirement planning and voluntary transfer.

28.05 (a) The functions of the CESC shall include the making of recommendations with respect to short-term strategies to enhance employment stability, having regard to available resources. Activities may include, but not necessarily be restricted to:

- (i) receiving data concerning vacancies at other Colleges under Article 8.1, and distributing information concerning such vacancies and providing assistance to employees regarding such vacancies;
- (ii) developing strategies including retraining, early retirement, alternate assignments, secondments, professional leaves, employee career counselling, job sharing, professional development, pre-retirement planning and voluntary transfer;
- (ii) identifying local adaptations of other provisions of the Agreement which may have impact on employment stability.

28.05 (b) The CESC shall perform the functions conferred upon it under Article 8.04 and Articles 9 and 10.

28.06 The CESC shall administer and make decisions with respect to the Joint Employment Stability Reserve Fund (JESRF), established under 28.08, by using the JESRF, or such portion as the CESC considers appropriate, to facilitate employment stability strategies, both long-term and short-term.

28.07 (a) The CESC shall make any recommendations that it is empowered to make under 28.04 and 28.05 and any decisions that it is empowered to make under 28.06 by majority vote, subject to (b) and (c) as hereinafter provided. The decision of the CESC under 28.06 shall be final and binding on the parties and any employee affected by the decision. In making any decision under 28.06, the CESC shall have no power to alter, modify or amend any part of the Agreement nor to make any decision inconsistent therewith.

28.07 (b) Where there is no majority decision with respect to any recommendation under 28.04 or 28.05, each of the members of the CESC may make separate recommendations.

28.07 (c)(i) Where there is no majority decision under 28.06, any member of the CESC may refer the matter to the Employment Stability Reserve Fund Arbitrator (ESRFA), as hereinafter provided.

(ii) There shall be an Employment Stability Reserve Fund Arbitrator established at each College to be appointed by agreement of the President of the College and the President of the Union Local. The appointment, which may be renewable by mutual agreement, shall be for one (1) year, commencing on September 1 and expiring on August 31 in each year. In the event that the President of the College and the President of the Union Local are unable to agree upon the appointment of an ESRFA, either the College or the Union Local may request the College Relations Commission to appoint an ESRFA and the ESRFA shall, upon appointment by the College Relations Commission, have the same powers as if the appointment had been made by the College and the Union Local as provided herein.

(iii) The ESRFA may make any decision that the CESC is empowered to make under 28.06.

(iv) the ESRFA shall determine appropriate procedure and shall issue a decision within ten (10) calendar days of the referral of the matter to the ESRFA.

The ESRFA shall hear the representations of the parties and shall adopt the most expeditious and informal procedure possible.

(v) The decision of the ESRFA shall be final and binding on the parties and any employee affected by the decision. The ESRFA shall have no power to alter, modify or amend any part of the Agreement nor to make any decision inconsistent therewith.

(vi) The College and the Union shall pay one-half of the fees and expenses of the ESRFA.

28.08 (a) There shall be established at each College a Joint Employment Stability Reserve Fund (JESRF).

28.08 (b) The College shall make an annual contribution to the JESRF, to be made on or before September 1 in each year, in an amount equal to \$50.00 per full-time member of the bargaining unit at the

College, provided that where the amount of the JESRF is equal to or exceeds an amount equal to \$500.00 per full-time member of the bargaining unit at the College, the obligation of the College to contribute to the JESRF shall be suspended until the JESRF is again below that amount. In such a case, the next annual contribution required by the College shall again be \$50.00 per full-time member of the bargaining unit at the College or the amount required to restore the JESRF to \$500.00 per full-time member, whichever is less.

28.08 (c) The JESRF shall be maintained at a bank or other financial institution at which the College maintains one or more of its accounts, and shall be maintained under the supervision of the chief financial officer of the College. The books and records of the JESRF shall be open for inspection by any member of the CESC at any time during regular business hours.

28.08 (d) Any requisition for a cheque and/or withdrawal from an account in which the JESRF is maintained shall be countersigned by one member of the CESC appointed by the College and one member appointed by the Union Local.

28.08 (e) Surplus funds, if any, that are not immediately required for the purposes of 28.06 may be invested on the instructors of the CESC in any account or certificate of deposit maintained at or issued by a bank or financial institution.

28.08 (f) While it is recognized that the specific financial obligation by the College to the JESRF is the annual contribution to the JESRF (subject, in addition, to any other specific obligations imposed by this Agreement), it is understood that this is not to act as a limitation on either the College's or the Union Local's ability to explore and utilize other means of enhancing employment stability, including contributing additional funds to the JESRF.

The essence of the union's argument was that the understanding reached at the May 13 meeting should be treated as a firm deal. According to the union, Article 28 expressly contemplates the use of professional development leave for this purpose so that the understanding reached by the CESC was well within its mandate. Moreover, the college's actions that followed immediately upon the signing of the memorandum setting out this understanding had led the grievor to expect that her submission of a proposal for professional development leave would be a mere formality. At no time, moreover, did the college ever give the grievor a written response to this proposal as

required by the terms of Article 18 of the collective agreement. Given that the grievor qualified for professional development leave under Article 18, the union argued that she had every right to expect that it would be granted. In the alternative, however, the union submitted that, even if ordinarily she would not be eligible for professional development leave because of her lay-off, in this situation the employer was estopped from raising this argument because it had encouraged her to pursue a professional development leave rather than to grieve her lay-off.

The college, on the other hand, submitted that the scheme for professional development leaves set out in Article 18 presupposed that an employee would have a job to come back to once the leave had been completed. It argued that its evidence indicated that there would be no teaching opportunities for the grievor in the Manufacturing Engineering Technician Program and that it was highly unlikely that there would be work for her in the WITT Program once she completed her proposed professional development leave. For these reasons it argued that the college's approval for the grievor's proposed professional development leave had not been unreasonably withheld. Furthermore, the college submitted that the understanding of May 13 was only a recommendation so that neither the union nor the grievor could reasonably expect that it was a firm deal. Moreover, since the grievor had not alleged in her grievance any improper lay-off, the union could not raise the matter at this juncture as the basis for its estoppel argument. Finally, the college argued that the college had presented a reasonable counter-proposal that it would have honoured had it received the agreement of the union. However, now that the grievor was no longer participating in the Manufacturing Engineering Technician Program, she was no longer eligible for any kind of remedy.

Our starting point is an examination of the employment stability procedures set out in Article 28 of the collective agreement. As we read these procedures it would appear that the College Employment Stability Committee (CESC) has both a recommendatory function and a decision-making function. The recommendatory function is exercised in respect of short-term and long-term strategies to enhance employment stability. It should be noted at this point that Article 28 contemplates that professional development is to be considered as one such strategy. In addition to this recommendatory function, however, CESC does have a clear decision-making function in respect to the expenditure of the Joint Employment Stability Reserve Fund (JESRF).

If one examines the understanding of May 13, 1991, it is evident that it is a product of both this recommendatory and decision-making functions performed by CESC. In our view, this mix of functions created a misunderstanding between the union and the college. From the union's perspective, it is understandable why the union thought it had a deal. It can be plausibly argued that the union's consent to use the JESRF to support the grievor in her second year of studies was given in consideration for the employer's promise to grant the grievor a professional development leave in her first year, and that this exchange represented a completed bargain.

Weighing against this conclusion, however, is the employer's position that, since all five points of the understanding appeared as recommendations in the written memorandum, the understanding was not a firm and final agreement. Indeed, as we read this memorandum, which was authored by the union representatives on the CESC, it does clearly indicate on its face that the understanding in its entirety is only a recommendation that required incorporation in a local agreement. Given this wording

of the written memorandum, it is our conclusion that the understanding of May 13 was not a final and binding agreement. Therefore, the proposal to grant a professional development leave to Linda St. Denis contained in that proposal is not binding on the college.

The college, having decided not to follow through on this understanding, then had an obligation under article 28 to remit St. Denis's situation back to the CESC to work out an alternative arrangement. Instead of doing this, however, it put its alternative proposal directly to the grievor before it was given the blessing of the union representatives on the CESC, and in doing so failed to comply with the employment stability procedures set out in Article 28 of the collective agreement. We do not regard this breach of Article 28 as a deliberate attempt to circumvent the union since a copy of the proposal was in fact sent to the union and subsequently discussed by the parties. Moreover, we cannot conclude that this breach of the CESC procedures confers upon the grievor any substantive entitlement to the terms of the earlier understanding.

Can such an entitlement, however, be based upon an estoppel? Examining the dealings, between both the college and the union and the college and the grievor, we are unable to conclude that the college at any relevant time made a firm representation that could give rise to such an estoppel. The memorandum setting out the undertaking of May 13 is by its clear words only a recommendation and, while the union may have thought it had a deal, and the grievor may have hoped that there was a deal, there is not sufficient evidence to suggest that the college did make a clear representation in this respect. Indeed, if one looks at the grievor's testimony, she was not so much

upset by the college's change of position as by the fact that it did not notify her of this change.

At this point it is necessary to address the second issue of whether, apart from the understanding of May 13, the grievor had any entitlement to a professional development leave. Given the reference to professional development leaves in Article 28, we are not prepared to conclude that the mere fact that the grievor was on lay-off served to eliminate any entitlement to a professional development leave. The parties obviously intended that professional development leave could be used in this situation and, indeed, it is possible to contemplate that laid-off employees could use the professional development leave to qualify themselves for some form of alternative employment at the college.

If one examines Article 18, however, it is also clear that the entitlement to professional development leave is conditional upon a return to active employment, and not just a remote possibility of employment, once the leave is completed. Article 18.02 expressly mentions that the purpose of such a leave is to enhance the ability of a teacher upon return to the college and, furthermore, it stipulates that if an employee does not return for at least one year the employee is to repay any salary and benefits received by the employee while on leave. This latter provision, in our view, clearly contemplates that the college is to receive the benefit of at least a year's active service from the employee once the leave is completed.

Turning to the facts of this case it is evident that this condition is not present. Unfortunately for the grievor, the lack of government funding for the WITT program meant that a return to a teaching position in this program was a remote possibility at best. Moreover, even if she had completed the Manufacturing Engineering Technician

Program, she still would not be qualified to teach in that program. It is our conclusion, therefore, that the college did not unreasonably withhold its approval of the grievor's application for professional development leave in violation of Article 18 of the collective agreement.

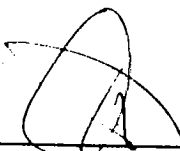
The process followed by the college in dealing with the grievor's application, however, did fall short of what is required by Article 18. Article 18.01(g) requires that applicants are to be notified in writing by the President as to the disposition of their application and Article 18.01(i) further requires that an applicant denied professional development leave is entitled to be notified in writing of the reasons for the denial. In this case it is clear that the college did not meet either of these procedural requirements.

Our analysis of the facts of this case has led us to conclude that the college committed two procedural errors in the matter and that both of these procedural errors were violations of the collective agreement. While these errors were not the sole cause of the grievor's present predicament, they did serve to contribute to the misunderstandings that led to this situation. Unfortunately it is not possible to set back the clock and undo what has already happened. Any remedy, therefore, should be prospective in nature and directed at providing the grievor with some assistance in coping with her present situation.

Under the procedures set out in Article 28 it is clear to us that the matter should be remitted to the CESC to work out a new arrangement for the grievor. Earlier, the employer was prepared to support the use of the JESRF for the benefit of the grievor to a level of 55% of salary for a period of nine months and we direct the employer to renew this commitment. The ultimate decision as to the extent to which the JESRF will

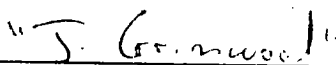
be used for this purpose, however, must be made by the CESC and we leave it to that body to make the final determination as to the disposition of these funds. We remain seized of this matter to deal with any difficulties that might arise from the implementation of this award.

Dated at Kingston this 15th day of June, 1992.



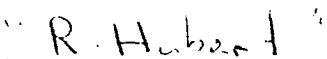
D.D. Carter, Chair

I concur/dissent



J. Grimwood, Union Nominee

I concur/dissent



R. Hubert, Employer Nominee