

IN THE MATTER OF THE ONTARIO *LABOUR RELATIONS ACT, 1995*

-and-

IN THE MATTER OF AN ARBITRATION

BETWEEN:

HAMILTON HEALTH SCIENCES

- The Employer

-and-

ONTARIO NURSES' ASSOCIATION

- The Union

AND IN THE MATTER OF a Union grievance and the grievance of Paula Carroll

Arbitrator: Howard Snow

Appearances:

On behalf of the Employer:

Mark J. Zega

- Counsel

Cristina Vallonio

- Labour Relations Associate

and others

On behalf of the Union:

Rob Dobrucki

- Labour Relations Officer

Connie Ross

- Grievance Committee Chair

Paula Carroll

- Grievor

and others

Hearing held August 9 and October 30, 2007, in Hamilton, Ontario.

# AWARD

## I. INTRODUCTION

After a nurse who filled a temporary position was laid off, the Union brought two grievances challenging the Employer's decision to post the position as a temporary one.

The parties sought a ruling on the following question of interpretation of the collective agreement:

Can the Hospital post a temporary full-time or temporary regular part-time position within the ONA bargaining unit for a fixed term expected to be in excess of 60 calendar days if the vacancy is not caused due to illness, accident or leaves of absence (including pregnancy or parental leaves)?

## II. THE BACKGROUND

The parties made opening statements, engaged in discussions, and then agreed to argue the above question of interpretation. They made their submissions against the background provided in their opening statements, summarised below.

Hamilton Health Sciences, the Employer, operates a multi-site health centre. The Ontario Nurses' Association, the Union, represents many of the nurses employed there.

Paula Carroll, the grievor, has worked for the Employer since 1992. In 2003 she began working in the Bariatric Clinic, at a time when the funding for the clinic was the responsibility of the clinic director. In 2006 the Employer agreed to take responsibility for some of the clinic funding.

In April 2006 the grievor was appointed as a "temporary regular part-time" nurse in the Bariatric Clinic for a period of one year. The one year matched the duration of some

temporary funding received for the clinic. In early 2007 the grievor was advised that she would be laid off.

The differences between the parties arose from that notice of layoff. The Employer had classified the grievor as temporary and the Union submitted that she could not have been a temporary employee under the collective agreement.

There are other differences between the parties. For example, because the grievor moved directly to another comparable part-time position, the parties disagreed as to whether the grievor was laid off. If she was laid off, they disagreed as to the extent of her rights. However, all the other matters in dispute were left to be addressed after the resolution of the preliminary issue as to whether a temporary vacancy, not due to the specific exceptions in the collective agreement (illness, accident or leave of absence), could exceed 60 days.

### III. THE AGREEMENT

The parties' collective agreement consists of two parts - a "central" part of the agreement which governs the relationship between the Union and many Ontario hospitals and a "local" part of the agreement which governs only these parties. Sections of both parts of the collective agreement are relevant here. The key provisions of the parties' central collective agreement which expired March 31, 2006, are as follows:

#### **ARTICLE 2 - DEFINITIONS & GRADUATE NURSES**

...

2.04 A full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours . . .

2.05 A regular part-time nurse is a nurse who regularly works less than the normal full-time hours . . . and who offers to make a commitment to be available for work on a regular predetermined basis. All other part-time nurses shall be considered casual nurses. . . .

#### **ARTICLE 10 - SENIORITY**

...  
10.07 (a) i) Where a permanent full-time vacancy occurs in a classification within the bargaining unit or a new full-time position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Nurses in this bargaining unit and nurses in another ONA bargaining unit at the Hospital, if any, may make written application for such vacancy within the seven (7) day period referred to herein. Subsequent vacancies created by the filling of a posted vacancy are to be posted for seven (7) consecutive calendar days.

(a) ii) Where a permanent regular part-time vacancy occurs in a classification within the bargaining unit or a new regular part-time position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Nurses in this bargaining unit and nurses in another ONA bargaining unit at the Hospital, if any, may make written application for such vacancy within the seven (7) day period referred to herein. Subsequent vacancies created by the filling of a posted vacancy are to be posted for seven (7) consecutive calendar days.

...  
(c) Nurses shall be selected for positions under either Article 10.07 (a) or (b) on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the nurses considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period.

...  
(d) Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence (including pregnancy and parental) may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to regular part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question. If the temporary vacancy is not filled by a regular part-time nurse, consideration will be given to casual part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question, prior to utilizing non-bargaining unit nurses supplied by an agency or registry. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time nurses such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy. Where part-time nurses fill temporary full-time vacancies, such nurses shall be considered regular part-time and shall be covered by the terms of the part-time collective agreement. Upon completion of the temporary vacancy, such nurse shall be reinstated to her or his former position unless the position has been discontinued, in which case the nurse shall be given a comparable job. Where the Local parties agree, full-time nurses may be considered for temporary full-time vacancies on the same basis as regular part-time nurses. A list of all vacancies expected to be sixty (60) days or more that were filled in the preceding month under this provision, including the names of the nurses selected and the anticipated duration of the vacancy, will be provided to the Association.

...  
10.10 [The section deals with recall rights following a layoff]

...  
(b) For the purposes of this article, an “occasional vacancy” shall mean an assignment which is anticipated not to exceed five shifts (37.5 hours). . . .

(c) For the purposes of this article, a “temporary vacancy” shall mean an assignment which is anticipated to exceed five shifts (37.5 hours). Temporary vacancies which arise in the full-time bargaining unit shall be offered by seniority first to full-time nurses on layoff who have

expressed interest, and if no such full-time nurse accepts then by seniority to regular part-time nurses on layoff who have expressed interest, and if no such part-time nurse accepts then to casual part-time nurses. Temporary vacancies which arise in the part-time unit shall be offered by seniority first to regular part-time nurses on layoff who have expressed interest, and if no such part-time nurse accepts then by seniority to full-time nurses on layoff who have expressed interest, and if no such full-time nurse accepts then to casual part-time nurses.

(d) . . .

The acceptance of a temporary vacancy that is anticipated to exceed sixty (60) calendar days shall be considered a recall from layoff for purposes of Article 10.06 (c)

. . .

A full-time nurse who has worked for more than 600 hours in 140 calendar days as the result of accepting one or more temporary vacancies shall thereafter be eligible for benefit coverage as a full-time nurse and . . .

The key part of the parties' local agreement is as follows:

#### **ARTICLE C - MANAGEMENT RIGHTS**

- C-1 Except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and authority of management are retained by the management and remain exclusively and without limitation within the rights of management.
- C-2 Without limiting the generality of the foregoing, management's rights include:
- . . .
- (c) The right to select, hire, . . . assign to shift, . . . classify . . . employees . . .
- C-3 The exercise of any of these rights will not be inconsistent with the provision of this Agreement.

#### **IV. UNION POSITION**

The Union noted that the question posed by the parties (above) largely reflected the language of Article 10.07 (d) of the agreement. That provision provides exceptions to the basic posting provisions found in Article 10.07 (a) i) and ii). The parties turned their minds to a general rule governing posting in 10.07 (a) and also to the issue of exceptions in Article 10.07 (d). It was the Union's submission that if a position was not dealt with in Article 10.07 (d) it must fall under the general rule and the only temporary positions were the ones listed - those expected to last under 60 days, and vacancies caused by illness, accident, or leaves of absence. Those temporary vacancies may be filled at the discretion of the Employer and logically the remaining vacancies must be filled as required elsewhere in the agreement - that

is under the posting provisions in Article 10.07 (a).

The Union submitted that I should give Article 10.07 (d) the normal meaning and said that this section provided the only exceptions to the general rule requiring posting. The Union asked why the parties would have included an exception allowing vacancies expected to last under 60 days to be filled as temporary vacancies if the parties also intended that vacancies such as this one which was expected to last one year could also be filled as a temporary vacancy.

Although there was a broad management rights clause, those rights could be limited by the collective agreement. This agreement did limit those management rights. The relevant restrictions here were specific and they restricted management rights.

The Union then reviewed the several authorities, below.

The Union summarized its position by noting that under Article 10.07 (a) full-time and regular part-time positions must be posted. Under 10.07 (d) the Employer can hire nurses to fill temporary vacancies when the criteria in that section are met. Only vacancies which meet those 10.07 (d) provisions can be filled at the discretion of the Employer. Any general right to create longer temporary positions renders Article 10.07 (d) meaningless.

In reply to the Employer submissions, the Union submitted that some temporary vacancies may exceed 60 days - vacancies such as those caused due to maternity leave. But all full-time and all regular part-time positions were permanent unless they fell under Article 10.07 (d). All government funding was temporary but the parties did not include funding as a basis for establishing temporary positions.

The Union relied upon the following authorities: *Re Welland County General Hospital and Ontario Nurses' Assoc.* (1975), 11 L.A.C. (2<sup>nd</sup>) 102 (Baum); *St. Joseph's General Hospital v. Ontario Nurses' Assn.* [2007] O.L.A.A. No. 370 (Rose); *Re Vancouver General Hospital and British Columbia Nurses' Union* (1987), 31 L.A.C. (3d) 15 (Hope); *The Regional Municipality of Niagara and Ontario Nurses' Association* September 26, 1988, (Devlin), unreported; and *Greater Niagara General Hospital and Ontario Nurses' Association* December 29, 1988 (Thorne), unreported.

## V. EMPLOYER POSITION

The Employer submitted that the reasonable interpretation of the agreement supported the Employer approach. The Employer said that the grievor's position met the regular part-time provisions of the agreement as the expectation was the grievor would be available to work on a regular predetermined basis.

The general rule for filling part-time positions was contained in Article 10.07(a) ii) - when a permanent regular part-time position or a new regular part-time position was available, then the position was required to be posted. The Employer said that whether the regular part-time position was permanent or was a new position which might not become a permanent position, the Employer was still required, as a general rule, to post the position.

In Article 10.07 (d) the parties had addressed any exclusions to the general rule requiring posting of regular part-time positions. The plain meaning of that provision was the Employer need not post, and could fill at the Employer's discretion, when the position was not expected to exceed 60 days. In addition, and not relevant here, the Employer need not post and could fill at its discretion vacancies caused due to illness, accident and leaves of absence. The corollary to that 60 day exception to posting is that the Employer must post any positions

expected to exceed 60 days, unless they arose for one of the specified reasons.

Even if the position fell within the provisions of Article 10.07 (d), the language was permissive - the Employer “may” fill the position at its discretion but it would be allowed to post the position if, in the exercise of its discretion, it chose to do so.

The Employer said the issue before me was one to be resolved by the language of the agreement. The plain language supported the Employer actions and position. Posting a temporary position of fixed duration was within the express provisions of the agreement.

In the alternative, the Management Rights article allowed the Employer to classify employees - such as classifying employees as either temporary or permanent. A full-time nurse under Article 2.04 may be temporary if the nurse worked full-time hours for a limited period of time. Similarly under Article 2.05, a nurse who worked less than full-time hours on a regular predetermined basis might be doing so on a temporary basis.

On their face, both 10.07 (a) i) and ii) deal with two situations. The first is a situation in which a permanent full-time or permanent regular part-time position is vacant. Those vacancies must be posted. But both provisions also address an “or” situation. The second part covers instances in which the Employer establishes a new position - either a new full-time position or a new regular part-time position - and unless the new position falls under Article 10.07 (d) (e.g., was anticipated to last less than 60 days) those new positions must be posted.

When the Employer received special funding for a fixed term and established a new position from that funding, the new position could be a temporary position. Establishing a new position of the same duration as the duration of the new funding, that is establishing a



temporary position linked to the temporary funding, was sensible and was not contrary to the collective agreement.

In addition, the Employer said its position was consistent with the use of temporary vacancy elsewhere in the agreement. In Article 10.10 a temporary vacancy includes a vacancy which lasts longer than 140 calendar days.

The Union had not established that posting a temporary position expected to last longer than 60 days was a violation of the agreement.

## VI. CONCLUSIONS

Seniority and the rights which flow from seniority are important aspects of many collective agreements. Seniority is clearly an important issue in this collective agreement as is evidenced by the fact that “Article 10 - Seniority” occupies over 32 pages of the central collective agreement. Rights tied to seniority in this agreement include preference in obtaining new positions (dealt with in the posting provisions), protection from layoff, and preference in recall from layoff.

The job posting provisions in this agreement recognize and reward a nurse’s seniority. Clearly, many vacancies and many new positions under this collective agreement must be posted. But the parties differed as to what type of jobs had to be posted, and their difference suggested a disagreement as to the rights flowing from seniority.

The Union said a position such as the one secured by the grievor in the Bariatric Clinic in 2006 was a permanent position, rather than a temporary one as posted by the Employer. Implicit in the Union position was the suggestion that a year long job such as the grievor’s

could only be awarded in a way that recognized and rewarded a nurse's seniority. The Union said this meant that the parties would have intended that the grievor's position would be categorized as a permanent position and that it should have been filled by job posting. Also implicit in the Union position was the suggestion that the fact the Employer had posted the grievor's position indicated that the Employer had acknowledged the importance of recognizing and rewarding seniority, which in turn supported the Union view that the position had really been a permanent one.

In addressing this difference, I note that there are no inherent seniority rights; rights which flow from seniority are those rights specified in the collective agreement. When, as here, there is a disagreement as to the extent of those rights, then the provisions of the agreement must be examined to determine the intention of the parties to the agreement.

In answering the question posed by the parties,

Can the Hospital post a temporary full-time or temporary regular part-time position within the ONA bargaining unit for a fixed term expected to be in excess of 60 calendar days if the vacancy is not caused due to illness, accident or leaves of absence (including pregnancy or parental leaves)?

there are two issues of interpretation:

1. Can there be a temporary vacancy over 60 days in the absence of one of the specified exceptions; and,
  2. If so, can it be posted.
- 
1. *Can there be a temporary position, either full-time or regular part-time, which exceeds 60 days, if the reason for that position is not illness, accident or leave of absence?*

The objective in issues of interpretation is to determine the intention of the parties to the

collective agreement. In determining the intention of the parties, an arbitrator should always start with the words used in the collective agreement as that is where the parties expressed their intention. I approach this question of interpretation in the usual way, beginning with an examination of the words used in the two main provisions and then an examination of the language of other related provisions to provide the context, all in order to find what the parties intended. When there is ambiguity in a collective agreement, negotiating history and past practice, among other things, are sometimes of assistance in determining intention, but in this case there was no evidence.

The question posed by the parties and the issue of interpretation set out above use the terms full-time, part-time, and regular. It is helpful to distinguish these concepts.

A full-time nurse is one who is regularly scheduled to work the normal full-time hours (basically, 37.5 hours per week). A part-time nurse is one who regularly works less than the full-time hours (see Sections 2.04 and 2.05).

Part-time nurses are either regular or casual. In brief, if a part-time nurse works the same hours week after week then the nurse is a “regular” nurse, but if the hours vary greatly - such as when a nurse works only when called in to cover an absent nurse - then that nurse is a “casual” nurse (see Section 2.05). The rights of casual nurses are different from the rights of regular nurses. This award deals only with regular nurses.

This dispute requires a determination of which positions can be temporary. The collective agreement uses both permanent and temporary in describing vacancies. The usual meaning of permanent and temporary are such that one would expect that the parties intended the two terms to cover the full spectrum of vacancies - permanent vacancies being all those which are expected to last indefinitely and temporary ones being all those others which are expected

to last for only a limited time.

In this collective agreement the parties appear to have intended to include most, but not all, vacancies within the two categories of permanent and temporary. They have not, however, clearly defined where the dividing line is between those two categories of appointments. The Union submitted that, with a few exceptions, 60 calendar days was the dividing line.

The parties have included in Section 10.07 (a) of the agreement a requirement for the Employer to post many positions. All full-time positions and all regular part-time positions must be posted, unless either the full-time or the regular part-time position falls within the exceptions in Section 10.07 (d). Those positions which meet the exceptions in that Section are described there as being “temporary” and the essence of the parties’ difference is this:

Are those vacancies which are exempt from posting under Section 10.07 (d) the only temporary vacancies - as the Union says?

or,

Are those vacancies which are exempt from posting under Section 10.07 (d) only some of a larger group of temporary vacancies - as the Employer says?

Unfortunately I find nothing in Section 10.07 (d), the section with the posting exception, to assist me in resolving that difference. Both parties’ interpretations are plausible looking only at that section.

Section 10.07 (d) provides the exceptions to the general requirement in Section 10.07 (a) to post vacancies. Section 10.07 (a), the primary posting provision, provides limited assistance on this issue. Section 10.07 (a) i) speaks of posting “a *permanent* full-time vacancy” (my emphasis) and also of posting “a new full-time position” without any modification of the “new” position by either “permanent” or “temporary.” Section 10.07 (a) ii) is similar in

requiring the posting of both “a *permanent* regular part-time vacancy” (my emphasis) and “a new regular part-time position” without any modification of the “new” position by either “permanent” or “temporary.” If the parties had intended to deal only with “permanent” new positions, one would have expected them to have said so, as they did with the “permanent” vacancies. This language suggests that both “new permanent” and “new temporary” positions can fall under 10.07 (a) and therefore that some temporary positions must be posted.

Looking only at Sections 10.07 (a) and (d), the issue of interpretation is not clear, but these provisions suggest that some temporary positions have to be posted and that some temporary appointments would not fall under the exemption in Section 10.07 (d). If so, Section 10.07 (d) was not intended to define temporary positions.

Looking at other related sections, Section 10.10 provides some assistance. In this section which deals with recall from layoff the parties have defined a “temporary vacancy” (Section 10.10 (c)). “Temporary vacancy” is the same term as is used in Section 10.07 (d). The definition is said to apply “for the purposes of this article,” i.e. Article 10, such that “temporary vacancy” as defined here should have the same meaning in Section 10.07.

Section 10.10 first defines an “occasional vacancy” (Section 10.10 (b)) as an assignment which “is anticipated not to exceed five shifts” and then defines a “temporary vacancy” as an assignment which “is anticipated to exceed five shifts.” The difficulty of course is this - surely a permanent vacancy would also be expected to exceed five shifts. The definition of temporary vacancy as set out in Section 10.10 is only helpful in terms of distinguishing temporary vacancies from occasional vacancies. This definition is not helpful in distinguishing permanent vacancies from temporary vacancies.

However, assistance can nevertheless be derived from the two definitions.

First, the Union position was in essence that the exempt from posting provision - Section 10.07 (d) - served as a definition of a temporary vacancy. If that had been the parties' intention, why would the parties have included what is clearly intended as a definition of temporary vacancy in Section 10.10? The inclusion of a definition of temporary vacancy in Section 10.10 suggests to me that the parties did not intend section 10.07 (d) to define temporary vacancies.

Secondly, those vacancies which are defined as occasional vacancies in Section 10.10 also fit within the first sentence of Section 10.07 (d) which describes the vacancies the Employer can fill at its discretion and therefore occasional vacancies may also be filled at the discretion of the Employer. In light of the fact that Section 10.07 (d) includes what the parties have defined as an "occasional vacancy," Section 10.10 suggests that the first sentence of Section 10.07 (d) cannot have been intended as a comprehensive description of temporary vacancies.

These various factors persuade me that Section 10.07 (d) was not intended to define temporary vacancies. Instead, I conclude that in Section 10.07 (d) the parties intended to simply describe those positions which the Employer did not need to fill through the use of the posting provisions.

While I conclude that Section 10.07 (d) is not intended as a definition of temporary vacancies, the question remains as to whether, excluding those vacancies caused due to illness, accident or leaves which the parties agreed could exceed 60 days, there is nevertheless a general 60 day maximum on the duration of temporary vacancies?

The definition of temporary vacancy in Section 10.10 contains no upper limit. If there is a

general upper limit of 60 days, then I would expect to find clear language to that effect. But I can find nothing in the collective agreement which places an upper limit on the duration of temporary positions at 60 days. On the contrary, there are two parts of Section 10.10 which suggest the opposite conclusion.

The following provision is found in Section 10.10 (d) - “The acceptance of a temporary vacancy that is anticipated to exceed sixty (60) calendar days . . .” I acknowledge that, as the Union pointed out, maternity leaves routinely exceed 60 days, as might an illness or accident, and that the temporary vacancy caused due to illness, accident or a leave will exceed 60 days. Nevertheless, this provision indicates that temporary vacancies may exceed 60 days and nothing in this language suggests that only a temporary vacancy caused due to illness, accident or leave may exceed 60 days.

Similarly, later in Section 10.10 (d) there is a provision regarding a nurse working more than 600 hours in 140 calendar days as a result of accepting one or more temporary vacancies. Again, there is nothing there which suggests that a 140 calendar day temporary vacancy can only be one which is caused due to illness, accident or leave.

I find nothing in this agreement limiting temporary vacancies to 60 days. On the contrary, the language of this collective agreement seems to contemplate a temporary vacancy in excess of 60 days even in the absence of illness, accident or leaves.

It is sometimes helpful to look at an issue of interpretation more generally. Suppose there are two vacancies - one expected to last 59 days and one expected to last 61 days. Would it make sense for the parties to have intended that both of these might be temporary? In my view, the common use of the word temporary would cover both vacancies and I find nothing in the collective agreement which persuades me that the parties intended a different meaning,

or intended to draw a distinction between the two vacancies in terms of whether they can both be called temporary.

Moreover, I note that in the local provisions of this collective agreement the task of classifying employees is specified as being a management right (Article C). Temporary and permanent appear to be words used to classify employees - that is place nurses into differing categories. Thus deciding whether a position is permanent or temporary is a right retained by management. The exercise of that right must not be inconsistent with the agreement. I do not see any inconsistency in the Employer describing a vacancy which is tied to the duration of temporary funding as being a temporary vacancy.

Finally, I have reviewed the authorities provided to me but I do not find them of assistance in determining these parties' intention.

Based on all of the above, I conclude that temporary vacancies in this bargaining unit are not limited to those due to illness, accident, leaves of absence, and those expected to last 60 or fewer days.

2. *Can the Employer post a temporary vacancy which is anticipated to exceed 60 days but which is not due to illness, accident or leave of absence?*

This issue is addressed directly in the agreement.

The Employer is required to post certain vacancies; "shall be posted" is used in both Section 10.07 (a) i) and ii). Some other vacancies need not be posted; those vacancies "may be filled at the discretion of the Hospital" under Section 10.07 (d). A 60 day or shorter vacancy falls within the exception in Section 10.07 (d) and therefore need not be posted. But a 61 day or



longer vacancy which is not caused by illness, accident or leave of absence does not fit within the exception and it must be posted under the provisions of Section 10.07 (a).

If the Employer is allowed to fill a particular vacancy at its discretion (such as a 59 day vacancy), is it prohibited by the agreement from posting that vacancy? I am unable to read into this permissive provision in Section 10.07 (d) which allows the Employer to fill vacancies at its discretion, a prohibition against the Employer posting those vacancies and filling them in the same manner as it fills positions which it is required to fill through the use of the posting provisions. The primary method of filling vacancies under this collective agreement is the posting procedure. Since the posting procedure recognizes and rewards seniority, and since the parties have placed great importance upon seniority, a conclusion that the Employer may through the exercise of its discretion decide to post a position is consistent both with the express language of the agreement and also with the general thrust of the agreement. As the Employer has a discretion, it may exercise that discretion and follow the posting procedures agreed to by the two parties.

In summary, if there is a vacancy anticipated to exceed 60 days, and if the Employer has classified the vacancy as temporary, and if the vacancy is not caused due to illness, accident or leave of absence, then the Employer is not simply allowed to post the position, the Employer is required to post the position. Such a vacancy is not within the exempt from posting provision in Section 10.07 (d) and instead falls under Section 10.07 (a) which requires posting.

The answer to the parties' question set out at the beginning of this award as follows:

Can the Hospital post a temporary full-time or temporary regular part-time position within the ONA bargaining unit for a fixed term expected to be in excess of 60 calendar days if the vacancy is not caused due to illness, accident or leaves of absence (including pregnancy or parental leaves)?

is yes.

I remain seised to deal with any issues which may arise in implementing this award and to address any issues which remain outstanding in the two grievances. I will reconvene the hearing at the request of either party.

Dated at London, Ontario this 18<sup>th</sup> day of January, 2008.

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Howard Snow, Arbitrator