

IN THE MATTER OF AN ARBITRATION

B E T W E E N:

THE CORPORATION OF THE CITY OF VAUGHAN
(the "Employer" or the "City")

- and -

THE VAUGHAN PROFESSIONAL FIRE FIGHTERS ASSOCIATION,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1595
(the "Association")

Heard: December 10, 2019
Decision: January 24, 2020

Arbitrator:

Edward T. McDermott

Appearances:

| | |
|---------------------|---|
| For the City | John W. Saunders - Counsel, Hicks Morley Hamilton Stewart Storie LLP |
| | Deryn Rizzi - Vaughan Fire & Rescue Service (Fire Chief) |
| | Mike Doyle - Vaughan Fire & Rescue Service (Deputy Fire Chief) |
| | Mark Bond - HR (Manager, Human Resources) |
| | Gina Lijoi - HR Partner |
| For the Association | Mark Wright - Counsel |
| | Ella Bedard - Counsel |
| | Mark Wilson - President, Vaughan PFFA |
| | Andrew Anthony - Secretary, Vaughan PFFA |
| | Mario Marmora - Executive Member – Grievance Chair, VPFFA |

AWARD

Nature of the grievances:

This matter involves an individual (No. 2019-15) and a policy grievance (No. 2019-13) both of which assert that the Employer acted in contravention of the Collective Agreement with the Association by removing a truck from Service which resulted in an individual (the grievor Shawn Gurman a firefighter who held the qualification of Acting Captain) to lose premium pay for a 24 hour shift which he otherwise would have worked as an Acting Captain at Station 78 on July 13, 2019. It is the position of the Association that by acting in this manner, the Employer has contravened the provisions of articles 3.01(e) Management Functions, and 3.05 (Layoff Notice) of the Collective Agreement in that the Employer failed to consult with the Association at least 21 days prior to informing the employee of a layoff.

The Association submits that what occurred in the particular circumstances of the individual grievance affecting Mr. Gurman was in fact a "layoff" which called in to play the provisions of Section 3.05. The Association claims that in the circumstances of this case, the only possible remedy is to compensate the grievor for the additional pay he would have received (20% of a First Class Firefighter's rate for the 24 hour shift) had he worked the hours as Acting Captain to which, in the view of the Association, he was entitled.

The Employer denies these grievances and is of the view that the grievor had no right or entitlement to work the hours in question under the terms of the Collective Agreement. In the view of the Employer, the grievor who is classified as a First Class Firefighter (with a qualification as Acting Captain) worked the full shift in question at the rate to which he was entitled (i.e. as a First Class Firefighter) and had no entitlement to work such hours in the role of Acting Captain.

The Employer asserts that the grievor lost no hours of work, money, or any other right or entitlement he possessed under the Collective Agreement for the shift in question. In particular, the Employer takes strong objection to the Association's position that in the circumstances of this case, any form of layoff had occurred.

Background to the dispute:

In order to understand the nature of this dispute, it is necessary to review the historical evolution of the relevant portions of the Collective Agreement and the practices of the parties in applying those terms of the agreement as related to me through the evidence and submissions of counsel during the course of this proceeding.

a) **Physical demographics of the Vaughan Fire & Rescue Service.**

The City of Vaughan Fire & Rescue Service (“VFRS” or “Service”) discharges its mandate to provide fire prevention and suppression services through ten Stations located at various locations throughout the city of Vaughan. The Stations will house one or more pieces of equipment/apparatus which are staffed by the members of the Service assigned to the Stations. For the purposes of this dispute, it is relevant that Station 71 is one of the larger Stations and houses a long Aerial truck as well as a Pumper. For internal purposes, these Stations are identified by a series of numbers which reflect the identity of the Station and each individual apparatus. Accordingly, Station 786 denotes the following information (“7”-Vaughan; “8”- Station number; and “6”Pumper).

In the context of this case, Station number 8 has only one piece of equipment (a Pumper) and it is accordingly identified as 786.

b) **Staffing of the Service**

The Service is staffed on a four platoon system which involves a 24 hour shift schedule. Each platoon has a Platoon Chief and a District Chief and each piece of equipment is staffed with four members of the Service including a Captain and three Firefighters of which at least one of whom will be qualified as an Acting Captain.

During the course of the evidence and submissions by counsel, I was advised that the minimum complement required to staff the equipment in all of the Stations would be fifty four (54) firefighters (including the Platoon and District Chiefs). There are thirteen (13) vehicles in the fleet with each requiring a crew of four (including a Captain). While the platoon complement (78) is obviously larger than the minimum requirement, the staffing

has to take into account planned (e.g.: vacations, lieu days, attendance at training courses, long term illnesses etc.) and unplanned (e.g.: unanticipated illness, emergency leaves etc.) absences.

c) **Forecasting Staffing Requirements.**

Mr. Mario Marmora, a member of the Association Executive, gave evidence on behalf of the Association in order to lay the factual foundation giving rise to the grievances. Mr. Marmora holds the rank of Captain with the Service and had previously been qualified as an Acting Captain for some 5 years. His evidence confirmed a written statement of facts introduced by the Association and was largely uncontradicted.

Mr. Michael Doyle, a Deputy Chief of the Service, provided evidence of the procedures followed by the Employer in order to ascertain and assess its staffing needs and the ability of the Employer to respond to those requirements. Mr. Doyle, was hired in 2001 and passed through the ranks, ultimately becoming a Deputy Fire Chief. Along the way, he held the qualification of Acting Captain; and Acting District Chief as well as the rank of Captain. He also served as an executive member of the Association and was its President from 2008- 2013 when he left the Service for a period of some two years to take up a Field Service Representative position with the International Association of Firefighters. He was subsequently re-engaged by the Service as a Deputy Fire Chief in which position he currently serves.

Mr. Doyle testified that it is customary practice for an on duty Platoon Chief to obtain information with respect to projected absences of members of the Platoon some days prior to the shift in question. Armed with this information the Platoon Chief can then produce a forecast of what the schedule of assignments might be for the Platoon for a forthcoming date. This document is then emailed to all members of the Platoon as a courtesy and in order to give them a "heads up" as to where "floaters" may be likely to be re-assigned to, in the event that there is an abundance of staff in one station which would have to be dispersed throughout the work locations.

Mr. Doyle emphasised that the document is circulated simply as a courtesy to the platoon members who may be on the move so they are ready to travel with their gear on a

forthcoming shift to a different location. Mr. Doyle testified (and it was not contested) that the advance forecast was not carved in stone as a lot of things could change between the time it is prepared and the shift in question such as:

- Unanticipated illnesses (or recovery from a continuous illness);
- Someone cancels a vacation or lieu date and returns to work;
- Critical (Emergency) Leaves;
- Jury Duty is cancelled;

Any of these events (and others) could result in an alteration of the number of available employees on the advance forecast which is generally prepared anywhere between 2 and 7 days prior to the date to be worked by the Platoon.

Mr. Doyle also indicated that as Deputy Chief (when on call) during the course of a shift he would receive information from the Platoon Chief about what events had happened during the course of that shift which would affect the staffing requirements of the Service for the next shift. Since all call-ins for absences are supposed to be made prior to 6:00 a.m. for the next shift (which commences at 7 a.m.), he and the Platoon Chief would communicate and determine what staffing adjustments would have to be made for the next shift, which they would then proceed to implement and the Platoon assignments would be made accordingly.

At the end of each shift the Platoon Captain would then complete a daily attendance sheet reflecting what actually occurred on that shift from a personnel perspective and submit it to payroll.

A number of staffing precepts appear however to be more or less fixed i.e. if all members of the Platoon show up for work and there are no absences, there would be 78 members at work. It takes a minimum of 54 members (including the Platoon Chief and District Chief) to staff a shift with thirteen pieces of equipment (at four to a vehicle). Movement of staff between Stations is a common occurrence in order to adjust the available workforce to

the staffing requirements. These adjustments are often not finally determined until the next shift is almost ready to begin.

d) **Reacting to staff shortages below the minimum requirements**

Mr. Doyle further testified that as a general matter, if the Platoon is operating thirteen vehicles, the minimum staffing requirements mandate 52 employees plus the District and Platoon Chiefs. If the number of available staff in the Platoon drops to below 54, they will bring in other Association members (presumably from other Platoons) on overtime on the following basis:

- At 53 - one member on overtime
- At 52 - two members on overtime
- At 51 - three members on overtime
- At 50 - four members on overtime

If however, the number drops to 49 the Employer would bring one person in on overtime and take a truck out of Service (referred to in this proceeding as a "brown out"). This would result in 48 members being available to staff 12 trucks plus the Platoon and District Chiefs.

The practice of browning out a truck when required, has been in place for at least two years (and perhaps much longer) and the Association does not take issue in this proceeding with the ability of the Employer to brown out a truck. The Association however takes the position that the Employer is responsible and liable for the impact of such a decision on the anticipated hours that an Acting Captain would have received had that decision not been made.

e) **Acting Captain Qualification List:**

Schedule B to the Collective Agreement provides for the creation of a Qualifying List of members of the Service who are found to be qualified on the basis of a series of examinations and tests for promotion to the rank of Captain. The List is ordered on the basis of individuals being eligible to participate in the qualifying process and, if so, their ranking in the examination and testing process in accordance with the provisions of Schedule B. In the event that the aggregate scores of the employees are relatively equal, then seniority shall be the determining factor in ranking them on the list. A separate list of those qualified for promotion to Captain is maintained and only those on such list can be used as an Acting Captain.

Schedule B also contains detailed provisions relating to the hurdles to be faced in order to get on the Qualifying List and I make no comment on those provisions because they are not the subject matter of the dispute that is before me. I do note, however, that the provisions appear to provide a road to improving one's placement on the List by undergoing a requalification process in which case, experience in the role of Captain on an acting basis would no doubt be a benefit to that employee. From a monetary perspective, the evidence indicates when a person qualified as Acting Captain serves in the role of Captain they receive 120% of the rate of a First Class Firefighter.

f) **Selection of Station by Acting Captains.**

While the provisions of Schedule B to the Collective Agreement dealing with the Qualifying List for the Acting Captains remain in place, the parties are agreed and emphasize that Letter of Understanding No. 4 annexed to the Collective Agreement (agreed to on March 22, 2016 and subsequently renewed and amended on December 19, 2017) had a significant impact on the manner in which acting work assignments were made for qualified Acting Captains.

Whereas formerly such assignments were made based upon the position of the Acting Captain on the Qualifying List, once Letter of Understanding No. 4 came into effect, Acting Captains on the list went through a bidding system to select a home work

location/station. Thereafter Acting Captain assignments at that work location would be awarded to the Acting Captain at that Station on each Platoon.

For the purposes of this case it is important to recognize that the parties are agreed that an Acting Captain at one Station is to receive the Acting Captain's assignments at that Station and cannot bump an Acting Captain at another Station from an acting assignment which emanates out of that Acting Captain's work location, regardless of their respective seniority or placement on the Qualifying List.

The parties also agree that a multitude of considerations may influence the decision of an Acting Captain as to which work location he wishes to bid for including, for example, proximity to his home; opportunity to work with a great captain, or one who has a lot of seniority (thereby potentially presenting more opportunities to serve in the Acting role during longer vacations); or simply to work in a location where you have close friends.

If however, the selection of the work location turns out to not be a fit for the Acting Captain who was awarded it, an Acting Captain who wishes to change locations can bid for other open positions on an annual basis.

Impact of "brown outs" on the Stations

As part of his complaint initiating the grievance proceeding, Mr. Gurman complained that the decision of the Employer to "brown out" trucks as a solution to the staffing issue has had a disproportionate impact on him as Acting Captain of Station 78. While the grievor (and the Association) reiterated that they were not suggesting a reversion to the previous practice of assigning Acting time based solely on the rank of the Qualified Captain in accordance with the Active Captain List, they were concerned that the utilization of the "browning out" solution had a disproportionate impact on Station 78. The grievor complained that had he received more information about "browning out" prior to bidding for station 78 he might have changed his decision in terms of selecting Station 78 as his home work location.

In response the Employer, through the evidence of Mr. Doyle, did not dispute the assertion that while some other Stations had occasionally been subject to "browning out",

the equipment at Station 78 was taken out of Service in these circumstances much more often than the other Stations. Mr. Doyle also testified that the reason for this occurrence at the moment was because that Station had one of the lowest numbers of responding events amongst all of the Stations and, in addition, was geographically situated near to one of the larger Stations (71) which housed 2 pieces of equipment including a long Aerial truck, and therefore logistically, it would be better situated to cover the combined areas.

The events of July 13, 2019

The events of July 13, 2019 which gave rise to the individual and policy grievances before me presented a somewhat unique situation which can be summarized as follows:

First Class Firefighter Gurman was assigned to Platoon B at Station 78 which housed only one vehicle (a Pumper). Mr. Gurman was also qualified as an Acting Captain holding place No. 31 on the Acting Captain's List. During the bidding process he had applied for Station 78 which resulted in him being assigned to that station.

Obviously, during the summer, a significant number of employees are off due to vacation which produces some strain on the staffing requirements. When the Platoon Captain circulated the forecast attendance sheet some days prior to July 13, 2019, it was anticipated that 54 employees would be available on Platoon B to staff all of the Service's 13 vehicles with 4 employees per vehicle. The forecast list could not take into account unanticipated absences which might occur between the time the forecast was prepared and circulated and the actual 24 hour shift which commenced on July 13, 2019. The forecast did however, indicate that the Captain on B Platoon in Station 78 was noted as being absent on July 13, 2019 on vacation. The forecast also indicated that Mr. Gurman would be serving as an Acting Captain at Station 78 on that date.

As it turned out, as the call-ins rolled in on the previous shift, it became clear that the shift would be short 8 additional staff members, 7 of which unexpectedly reported ill, plus the Platoon Chief who was on a critical leave occurrence.

Faced with these circumstances, the on-duty Platoon Chief was short 8 people for the July 13, 2019 shift and accordingly, in accordance with the standard procedure, proceeded to call in 4 firefighters on overtime and in addition, take the Pumper truck at Station 78 out of Service for the shift. By proceeding in this manner the platoon was able to keep 12 vehicles fully staffed and in Service.

As indicated above, I was advised during the course of the evidence that the reason the vehicle at Station 78 was browned out was because it had one of the lowest response numbers in the VRFS and, in addition, was in geographical proximity to Station 71 which housed two vehicles (including a long Aerial truck which had to remain in Service) and the area normally covered by the equipment at Station 78 could best be managed by utilizing the vehicles from Station 71.

In the result, the Pumper at Station 78 was taken out of Service and the crew was redeployed to other Stations in order to staff the remaining vehicles (only 3 Firefighters were actually redeployed inasmuch as one of the crew members at Station 78 had called in sick). The crew which staffed the Aerial truck at Station 71 was the normal crew that would ordinarily receive the truck assignments at that location plus, as it occurred, Mr. Gurman who was redeployed to Station 71. In addition, the individual acting as Captain for that crew on the shift was an Acting Captain, Mr. Howard, who was lower on the Acting Captain Qualifying List than Mr. Gurman.

Positions of the Parties

It is the position of the Employer that Mr. Gurman is not entitled to any Acting pay for the shift in question inasmuch as the equipment at Station 78 was taken out of Service and the employees redeployed in accordance with the terms of the Collective Agreement. There was accordingly no Acting Captain vacancy at Station 78 which Mr. Gurman could have occupied on an Acting basis for the shift in question. The employee suffered no loss of hours or pay as a First Class Firefighter and therefore cannot be considered to be "laid off" even on the most generous version of that term.

The Association for its part does not take issue with the Employer's right to take the vehicle out of Service or redeploy the staff in the manner in which it did but rather asserts that by taking the

decision to brown out the equipment at Station 78, it therefore deprived Mr. Gurman of the Acting hours he would have received but for that decision and that such action on the part of the Employer constituted a layoff under the terms of the Collective Agreement. The Association asserts that inasmuch as the Employer did not give the required notice to the Association under article 3.05 of the Collective Agreement, Mr. Gurman should be compensated for the premium pay he would have otherwise received.

Once again, it is important to note that the parties are agreed that Mr. Gurman had no right under the Collective Agreement to bump any other Acting Captain in the Platoon so that, in the view of the Association, the only remedy that is possible is to provide the employee with the compensation to which he was entitled.

In the support of their respective positions, both parties have referenced the provisions of the Management Functions article of the Collective Agreement including, in particular, the following sections.

- **3.01 ACKNOWLEDGE EXCLUSIVE FUNCTIONS**

The Association acknowledges that it is exclusively the function of the Corporation to...

- d) generally to manage the VFRS and, without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance for all employees, the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the VFRS's operation not otherwise specifically dealt with elsewhere in this Agreement...
- e) The Corporation agrees that these functions shall only be exercised in a manner consistent with the provisions of this Agreement...

In addition, the Association asserts that the Employer acted in contravention of Article 3.05 of the Collective Agreement when it proceeded to, in their view, "layoff" Mr. Gurman on July 13, 2019 without consulting with the Association 21 days prior to the event. Inasmuch as the parties

are in agreement that Mr. Gurman could not have bumped an Acting Captain (lower on the list than he) in Station 71, the union asserts that the only possible remedy for this breach of Article 3.05 is to compensate Mr. Gurman for the lost premium pay he would have received had he not been deprived of the opportunity to serve as Acting Captain in Station 78 by reason of the Employers' utilization of the brown out procedure to deprive him of that opportunity. The parties are agreed that Article 3.05 is the only place in the Collective Agreement where the word "layoff" appears. Its provisions are as follows:

- **3.05 Layoff Notice**

The Corporation shall consult with the Association at least (21) days prior to informing the employees of any layoff. Such consultation shall include the names of employees to be laid off, the timing, the locations and duration of such layoffs.

Article 10.02 deals with the assignment of Acting Officers and provides:

- **10.02 OFFICERS AND ACTING OFFICERS**

- a) Each full time fire hall will be commanded by a Captain.
- b) Whenever the on-duty crew consists of 7 or more Firefighters, a second Captain shall be assigned.
- c) Whenever the officer(s) are absent, the appropriate qualified acting-officers will be designated by the Fire Chief. The designee shall be paid at the rate of the next highest rank for all hours designated on any shift. All such time shall be computed to the closest hour. Each appointment shall terminate at the end of each shift.

Letter of Understanding No. 4 contains the following provision whereby Acting Captains select their work location.

- **ACTING CAPTAIN STATION BIDS**

On or about November 1st, in each successive year, Acting Captains will select their work location immediately following the formal Transfer Window, allowing them to select their work location once the Captains (sic) and Firefighters have been awarded their respective bids, and the duty roster is set. FF1/A/C will select their work location on the platoon they are assigned, and the vacant Acting Captains positions will be established by the Fire Chief in each respective year, therefore, identifying each of the spots per platoon available to select from. Acting Captains may be reassigned to another platoon by the Fire Chief prior to the Annual Transfer Window if changes to the Acting Captain List dictate. Acting Captains may request a platoon transfer prior to the Annual Transfer Window.

Both the Employer and the Association advised me that the following factual statements (placed before the Board through Mr. Mormora in a written statement of facts) accurately reflect the impact of Letter of Understanding No. 4 (and its interaction with Schedule B) on the deployment of Acting Captains to the Stations and the manner in which Acting Captain hours are assigned.

- “Acting Captain deployment is not determined by rank on the qualifying list. Rather, as per Letter of Understanding 4, Acting Captains select a Station on the platoon they have been assigned. This selection takes place after the formal Transfer Window has closed, when all Firefighters and Captains have been awarded their workplace bids for the upcoming year.
- As per Letter of Understanding 4, an Acting Captain then becomes the “regularly assigned Acting Captain” for the Station he has selected or been assigned to. This means that if a Captain of that Station is absent, the regularly assigned Acting Captain for that particular Station is designated as Captain for the duration of the Captain’s absence.”

The parties, in addition, have referred me to a number of arbitral and judicial precedents in support of each of their respective positions with respect to whether or not a layoff of Mr. Gurman did in fact occur by reason of the circumstances of this case. I have reviewed all of these cases, and while I find them to be informative in terms of general principles, at the end of

the day, as counsel for both parties acknowledged, such a determination must be made on the basis of the particular facts of each case in light of the terms of the Collective Agreement. For ease of reference, I have attached a list of each of those cases as an Appendix to this Decision.

Decision

While the above description of the background and facts which gave rise to these grievances is lengthy and complex, the actual issue which the parties have placed before me is quite simple in its brevity- i.e. was Mr. Gurman in the circumstances of this case, laid off such that he is entitled to monetary compensation as a result of the loss of the opportunity to work in an Acting Captain role for the 24 hour shift of Platoon B on July 13, 2019.

While I do not disagree that the definition of "layoff" can be somewhat elastic depending on the particular facts of a situation and the view of the Arbitrator determining the issue, in the context of the situation before me and the language of this Collective Agreement, I am of the view that the grievor was not laid off when he did not work as an Acting Captain on his July 13, 2019 shift.

On the facts placed before me, there were no Acting Captain hours worked during his shift to which he was entitled under the terms of the Collective Agreement. The fact that the grievor may have been listed as Acting Captain on the forecast sheet for the shift in question did not give him any right to such a work assignment since there was no obligation on the Employer to even publish this document which was clearly speculative and incomplete at best as indicated above. There were numerous factors which could have (and did) result in various alterations to the staffing requirements which necessitated changes to the forecast. I accordingly accept the evidence of Mr. Doyle that this forecast was only prepared and sent to the employees as a courtesy "heads up" of what might occur. It was not a guarantee of any Acting hours which were subject to alteration depending on a large number of unknown events.

In addition, holding the qualification of Acting Captain is not the same as holding the rank of Captain and an employee on the Qualifying List has no guarantee of any Acting hours at all unless and until a vacancy occurs and he/she is assigned and works them or they are worked by

someone else (or not worked at all) contrary to the provisions of the Collective Agreement, none of which occurred in the circumstances of this case.

The Association does not assert that the Employer acted in contravention of the Collective Agreement when, faced with the circumstances which confronted it, it determined to brown out the vehicle in Station 78 and provide coverage for the shift in the manner it chose to adopt in order to address the situation before it. The Association also does not claim the Acting Captain's hours assigned to the Acting Captain in Station 71 or somewhere else were improperly conferred or should have been allocated to Mr. Gurman. This accordingly is not a case of interfering with any seniority or bumping rights which differentiates the situation from a number of cases advanced in support of its position by the Association.

We are accordingly left with the proposition that by re-allocating its equipment and forces to meet the staffing requirements facing it, the Employer, while acting in compliance with management's rights to deal with the situation, somehow contravened Mr. Gurman's claim to Acting Captain's hours which were never assigned or worked in Station 78 for that shift. I cannot agree that such a result reflects the language or the intent of the Collective Agreement. In my view, the employee has no claim to be compensated for what is asserted to be his lost or reduced hours as he had no right to something that was never assigned to or worked by him. There was also "no vacancy" in the position of Captain at Station 78 for the shift in question as the requirements for work assignments at that location evaporated when the decision was made to brown out the vehicle and redeploy the staff from that Station.

In the result, the grievor, Mr. Gurman lost nothing to which he was entitled under the Collective Agreement. He worked his full shift at his normal rate as a First Class Firefighter and was properly assigned duties in accordance with the provisions of the Agreement. That does not in my view constitute a "layoff" and the provisions of the Collective Agreement requiring consultation with the Association prior to informing the affected employees of a layoff simply do not apply.

The grievor (and the Association) also raised the fact that Station 78 is browned out in similar circumstances much more often than the other stations. The grievor in his complaint expresses

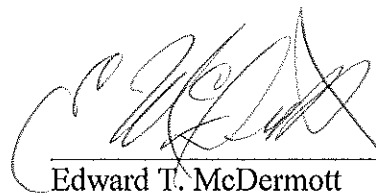
concern that had he been aware of this fact, he might not have bid on Station 78 as his chosen work location.

The Employer did not dispute the fact that at that moment (and for some time prior to July 13, 2019) Station 78 was more likely to be selected for a brown out, as on current statistics, it is almost the lowest in the number of response calls made within its catchment area. In addition, the fact that it is geographically proximate to Station 71 (which houses 2 vehicles) makes coverage for the combined areas more manageable with the equipment located out of Station 71. This situation does not mean however that other Stations might not be selected for brown out in the future (as has occurred in the past) as new statistics or other factors might lead the Employer in another direction in terms of selecting a different Station for brown out.

In any event, I do not find any obligation on the Employer under the terms of the Collective Agreement to advise some or all of the employees of the factors they should take into account in making their Station bidding selection. I also note that the Collective Agreement (Letter of Understanding No. 4) permits Acting Captains to rebid for a different work location every year, which, I was advised, the grievor has already done in this particular situation.

Accordingly, for the foregoing reasons, it is my view that the individual and policy grievances before me do not establish a violation of the Collective Agreement and accordingly they are hereby dismissed.

Dated at Toronto, Ontario this 24th day of January, 2020.



Edward T. McDermott
Arbitrator

Appendix A

Employer's Cases

Employment Standards Act, S 0 2000, c.41 (Part XV); Canada Safeway LTD v. SDGMR [1998] 1R.C.S. 1079; Re Gerdau Countice Steal Inc. and U.S.W.A., Local 8918 (2000) 92 LAC (4th) 314 (Weatherill); Re Ontario Produce Co. and Teamsters Union Loc. 419 (1991) 22 LAC (4th) 274 (Haefling); Re York County Hospital v. O.N.A., (1994) 39 LAC (4th) 398 (Knopf); Re York-Finch General Hospital and O.N.A. (1993) 32 LAC (4th) 326 (Brown); Re ICS Courier and C.E.P. Local 333 (2011) No 213 L.A.C. (4th) 425 (Jesin)

Association's Case References

Brown & Beatty, Canadian Labour Arbitration, 3rd ed., para 6:2200 and 6:2210; Battlefords and District Co-operators Ltd. v. RWDSU, Local 544 [1998], 1 S.C.R. 1118; Re Ballycliffe Lodge ltd. and Service Employees Union (1984) 14 L.A.C. (3rd) 37 (Adams); Re I.U.O.E. and Phillips Cables Ltd. (1948) 19 L.A.C. 185 (Christie); Re U.E. and Peterboro Lock Mfg Co. Ltd. (1953) L.A.C. 1617(Gale J).