

IN THE MATTER OF AN ARBITRATION

Between:

**CANADIAN MENTAL HEALTH ASSOCIATION  
(WATERLOO WELLINGTON DUFFERIN BRANCH)**

(the "Employer")

- and -

**ONTARIO PUBLIC SERVICE EMPLOYEES' UNION, LOCAL 291**

(the "Union")

and in the matter of a job posting grievance of J. Beckett (2017-0291-0005)

Russell Goodfellow – Sole Arbitrator

APPEARANCES FOR THE EMPLOYER:

Kathryn Meehan, counsel  
Heather Eddy  
Audrey Curtis  
Sarah Bumbaco  
Dwight Sims

APPEARANCES FOR THE UNION:

Kamal Bakhazi, counsel  
J. Beckett  
Julie Chambo

Held October 16, 2018.

## AWARD

The parties appeared before me on October 16, 2018, to deal with the job-posting grievance of Ms. J. Beckett.


Ms. Beckett was denied the opportunity to be considered for the posted contract position of Mental Health Clinician DBT on account of a dispute over the interpretation of the following collective agreement provision:

- 16.04 Any employee who has successfully bid under this Article will not be considered for another posted job before six (6) months from the date of a successful bid. The Employer may waive this restriction if movement would not be detrimental to the program or service.

It was the Employer's position that the period during which an employee would not be "considered for another posted job" pursuant to this provision began when the employee commenced to work in the position; it was the Union's that it began when the employee was awarded the position.

On the language of the provision, I find in favour of the Union. I therefore declare that the Employer breached the collective agreement in this case.

DATED at Toronto this 18th day of October 2018.



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Russell Goodfellow – Sole Arbitrator