IN THE MATTER OF AN ARBITRATION

B e t w e e n:

ARNPRIOR REGIONAL HEALTH

(the "Hospital")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2198

(the "Union")

and in the matter of policy grievance no. 2014-03

Russell Goodfellow – Chair
Bruce Sevigny – Hospital Nominee
Joe Herbert – Union Nominee

APPEARANCES FOR THE HOSPITAL:

David Chondon, counsel
Ron Marcotte
Gail Atwill

APPEARANCES FOR THE UNION:

Mark Wright, counsel
Allison Reilly
Elizabeth Fraser
Greg Gillis
Patrick Garbutt

Hearings held in 2015 and 2016.

AWARD

The Union filed a policy grievance on March 18th, 2014, alleging that the Hospital had violated article 21 of the collective agreement. By way of remedy, the Union requested "immediate inclusion in all meetings, . . . the minutes of all previous meetings retro to the date of ratification, and any other damages the arbitrator deems appropriate from the time of the exclusion."

Article 21 of the collective agreement reads as follows:

> Article 21 – Fiscal Advisory Committee
>
> Recognizing the value of Union input on behalf of employees, the parties agree to the following:
>
> (a) The Union's representative(s) will be included in the consultation and planning process from the early phases of the budget planning process, through representation on the Fiscal Advisory Committee or equivalent committee to its final stages of completion, to assist the Hospital in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary, and in otherwise minimizing adverse effects on CUPE-represented employees through program or service restructuring.
>
> (b) Where the Hospital experiences unforeseen circumstances such that will necessitate changes to its budgetary plans which have been approved by the Ministry of Health, or the Local Health Integration Network, the Hospital agrees that revisions to the budget will be carried out in consultation with the Union.
>
> (c) In furtherance of the foregoing, and, where possible, in advance of any scheduled FAC or equivalent committee meeting, the Hospital agrees to provide to the Union in a timely way any financial and staffing information pertinent to its budget, or to any other re-structuring plan that would affect the Union's members.
>
> (d) It is understood that employee time spent at FAC or equivalent committee meetings with the employer in pursuance of the above shall be deemed to be work time for which the employee shall be paid by the Hospital at his or her regular or premium rate as may be applicable.

Article 21 is obviously an important and complex provision that clearly recognizes the value of the Union's input on behalf of employees through the budgetary process on matters that may impact the Union's members. It further contemplates that the Union will be consulted when unforeseen circumstances lead to changes or revisions to the budget. It also contemplates timely production of financial and staffing information to the Union at, or, where possible, in advance of, scheduled FAC or equivalent meetings. Finally, the article contemplates that an employee participating at an FAC or equivalent meeting shall be paid at his or her regular or premium rate as may be applicable. Transparency is important in labour relations and this article is designed to support that value.

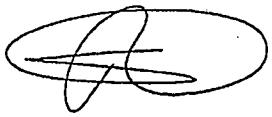
Notwithstanding the importance of this article, however, we are unable to conclude, on the facts, that the Union has established that the Hospital is in breach of its contractual obligations. At the time the grievance was filed the Union was under two important misconceptions: it thought that Union participation at FAC had been practically non-existent prior to 2012; and it thought that there had been a significant amendment to the scope of participation of the Union at FAC in the round of bargaining resulting in the collective agreement expiring September 28th, 2017. Neither of these propositions proved to be true. The Hospital was able to produce minutes from FAC meetings in 2009, 2010 and 2011, at which the Union was present. Moreover, a review of the relevant language from the 2013 collective agreement compared to the 2017 collective agreement showed no significant change in the language with respect to the required degree of Union participation.

It also appeared from the face of the grievance that the Union believed it was being excluded from FAC meetings, or meetings of equivalent committees, but that was not borne out by the evidence.

While there was some evidence to suggest that matters impacting Union members might have been raised first at labour/management meetings, or in other ways, without first being raised at FAC, we are unable to conclude that the Hospital thereby breached its obligations under article 21. One can always imagine a better flow of information between parties to a collective agreement, transparency can likely always be improved upon, but suggesting that the process can be improved is different from demonstrating a violation of the collective agreement.

For all of the foregoing reasons, the grievance is dismissed.

DATED at Toronto this 30th day of September 2016.



Russell Goodfellow – Chair

Bruce Sevigny
Hospital Nominee

Joe Herbert
Union Nominee