

**In the Matter of an Interest Arbitration**

**BETWEEN:**

**PARTICIPATING HOSPITALS**

**(The “Hospitals”)**

**AND**

**ONTARIO COUNCIL OF HOSPITALS UNION/CANADIAN UNION OF PUBLIC  
EMPLOYEES (OCHU/CUPE)**

**(The “Union”)**

**(Local Issues)**

**BEFORE:**

Brian Sheehan - Chair  
Brett Christen - The Hospitals Nominee  
Joe Herbert - Union Nominee

**APPEARANCES: See Appendix “A”**

**Hearings Held:** June 25, July 15, August 11, October 1, 15, November 5, 19, 26,  
and December 2, 2023, and January 7, 2024

**Executive Sessions:** February 29, March 1, 6, 21, and April 6, 2024

## **Introduction**

This Award addresses outstanding “local” issues between the Ontario Council of Hospital Unions/Canadian Union of Public Employees and certain Participating Hospitals with respect to renewal collective agreements, which will have a term from September 29, 2021, to September 28, 2023.

## **The Factual Background**

This Board (the “Sheehan Board”) issued a joint award on November 3, 2022, regarding the central issues in dispute between Participating Hospitals and the Ontario Council of Hospital Unions/Canadian Union of Public Employees (OCHU/CUPE) and SEIU: (Participating Hospitals v Canadian Union of Public Employees/Ontario Council of Hospital Unions & Service Employees International Union 2022 CanLII 127685 (ON LA)). That Award provided the Union with the following in terms of wages and benefits:

General Wage Increase:

Year 1 - 1%

Year 2 - 1%

Premiums

Increase in Evening Shift Premium by 6 cents per hour

Increase in Night Shift Premium by 6 cents per hour

Increase in Weekend Shift Premium by 9.75 cents per hour

Increase in Charge Nurse Premium to \$2 per hour.

Increase in Temporary Transfer/Responsibility Allowance to \$1 per hour.

Benefits

Introduction of coverage for Mental Health Services of \$800 per year.

On June 13, 2023, a Board of Arbitration comprised of William Kaplan - Chair, Brett Christen - Hospital Nominee, and Joe Herbert - Union Nominee (the “Kaplan Board”) issued a joint Bill 124 Re-opener Award (the “Kaplan Re-opener Award”) following the November 29, 2022, decision of the Ontario Superior Court of Justice declaring Bill 124 to be unconstitutional: (Participating Hospitals v CUPE/OCHU & SEIU (Bill 124 Reopener), 2023 CanLII 50888 (ON LA)). The Kaplan Board awarded the Union the following:

#### Wages:

- Year 1 – Additional 3.75% (total of 4.75%)
- Year 2 – Additional 2.50% (total of 3.50%)

#### Registered Practical Nurses

- Increased the job rate by up to \$2.00 (per hour)

#### Personal Support Workers

- Incorporate government wage enhancement into the wage grid

#### Premiums

- Increase the Shift Premium by \$1.00 (per hour)
- Increase the Weekend Premium by \$1.50 (per hour)
- Double time for call back

#### Benefits

- Increase Vision Care by \$150 (to \$450/24 months)
- Introduce Massage Therapy benefits at \$375 per year.

Pursuant to the Memorandum of Conditions for Joint Bargaining (MCJB) dated June 22, 2021, and as amended on March 23, 2023, OCHU/CUPE and the individual Participating Hospitals engaged in negotiations at the local level after the release of the

central award of the Sheehan Board. At the conclusion of those negotiations, the issues remaining in dispute were referred to this Board. Local issues remain to be decided with respect to 30 Participating Hospitals.

The hearings pertaining to the issues in dispute took place via ZOOM over the course of ten days. While there was significant overlap between issues arising at many of the different hospitals, each Participating Hospital and each Local Union made its own submissions pertaining to their specific issue(s) in dispute. Further to this point, notwithstanding points of commonality in the submissions of the parties regarding certain issues, the Board carefully reviewed and took into consideration the individual circumstances pertaining to the particular hospital and local union.

### **The Relevant Principles of Interest Arbitration and the Parties' Submissions as to the Applicability of those Principles**

The Board, in its review of the parties' submissions, carefully considered the applicable statutory criteria set out in Section 9 of the Hospital Labour Disputes Arbitration Act (HLDAA):

#### Criteria

##### (1.1)

In making a decision or award, the board of arbitration shall take into consideration all factors it considers relevant, including the following criteria:

1. The employer's ability to pay in light of its fiscal situation.
2. The extent to which services may have to be reduced, in light of the decision or award, if current funding and taxation levels are not increased.
3. The economic situation in Ontario and in the municipality where the hospital is located.

4. A comparison, as between the employees and other comparable employees in the public and private sectors, of the terms and conditions of employment and the nature of the work performed.
5. The employer's ability to attract and retain qualified employees. 1996, c. 1, Sched. Q, s.2.

With respect to the above, the fourth criterion relating to the appropriate comparator(s) by which to evaluate the respective proposals of the parties was particularly relevant in the Board's analysis. Additionally, the "employer's ability to attract and retain qualified employees" was of particular relevance as it was emphasized by the Union that retention and requirement issues have recently plagued the health care sector in Ontario and hospitals in particular.

As referenced in the Board's central award, the overall guiding principle that is central to assessing the proposals of the parties is that of replication. On this point, the following analysis of Arbitrator Stout in the Participating Hospitals and Ontario Nurses' Association (June 8, 2020) is again fully adopted:

The most important and guiding principle applicable to all interest arbitration proceedings is replication. The replication principle is succinctly summarized by Chief Justice Winkler in the case, *University of Toronto v. University of Toronto Faculty Assn. (Salary and benefits Grievance)* (2006), 148 L.A.C. (4<sup>th</sup>) 193 at paragraph 17, where he states:

There is a single coherent approach suggested by these authorities which may be stated as follows. The replication principle requires the panel to fashion an adjudicative replication of the bargain that the parties would have struck had free collective bargaining continued. The positions of the parties are relevant to frame the issues and to provide the bargaining matrix. However, it must be remembered that it is the parties' refusal to yield from their respective positions that necessitates third party

intervention. Accordingly, the panel must resort to objective criteria, in preference to the subjective self-imposed limitations of the parties, in formulating an award. In other words, to adjudicatively replicate a likely "bargained" result, the panel must have regard to the market forces and economic realities that would have ultimately driven the parties to a bargain.

The application of the replication principle is an objective exercise, driven by the use of objective evidence, to assist in determining what the parties would have achieved in free collective bargaining. The subjective posturing of either party is neither helpful nor relevant to the exercise because it is easy for either party to take a hard line and refuse to bargain when there is no threat of a strike or a lockout.

Given that the Board's central award took place against the backdrop of the restrictions on employee compensation associated with Bill 124, it was not necessary at that time to consider the principle of total compensation. This principle suggests the importance of assessing the cost consequences of any particular union monetary proposal not in isolation; but rather, in terms of the total cost that would be incurred by the employer if that proposal, as well as other proposals being advanced by the union, were granted. The essence of the principle was succinctly captured by Arbitrator Paul Weiler in the SEIU and 45 Participating Hospitals award in June 1981, wherein he observed:

I have always thought it essential not to look at any such item in isolation. With rare exceptions any such proposed improvement looks plausible on its face. The Union can point to some number of bargaining relationships where this point has already been conceded. It may even be true that, taken one by one, no single revision will actually cost that much. But, cumulatively, these changes can mount up substantially. Thus, sophisticated parties in free collective bargaining look upon their settlement as a total compensation package, in which all of the improvements are costed out and fitted within the global percentage increase which

is deemed to be fair to the employees and sound for their employer that year.

Focusing on the total compensation principle, a recurring and dominant theme of the various submissions of the Participating Hospitals was that the Kaplan Re-opener Award, in conjunction with the awarded terms of the central award, should be seen as a complete answer to the various monetary proposals being advanced by the Union in these proceedings. In particular, it was opined that the Kaplan Re-opener Award effectively exhausted the total compensation entitlement of the Union, and given the incurred costs associated with the central awards, no hospital would have agreed to proposals at local bargaining that would have resulted in further increases to its costs.

Another focal point of the submissions of the Participating Hospitals was that the Kaplan Board addressed the recruitment and retention issues that the Union is relying upon to justify the wage adjustments it is seeking at the local level. It was opined that having received significant across-the-board wage increases and other premiums and benefits improvements in the name of addressing recruitment and retention issues, it would not be appropriate, and not in keeping with the principle of replication, for this Board to award further compensation increases on the basis of the same consideration.

For the Participating Hospitals, the accepted arbitral principle of demonstrated need should also generally be at the forefront of our analysis, especially in relation to the wage adjustment proposals of the Union. It was asserted that in accordance with that principle, the Union has the onus of establishing at the local level that there are significant recruitment and retention issues regarding a particular classification for which it is seeking a wage adjustment.

A further theme touched upon in the submissions of the Participating Hospitals was the lack of give-and-take associated with the bargaining that took place in this round of bargaining. It was noted that because of the impact of Bill 124, there was no discussion centrally of any hospital proposals, given the restrictions on compensation mandated by the Act. Then, given the nature of the Bill 124 Re-opener provision, the only issue before the Kaplan Board was the appropriateness of the monetary proposals advanced by the Union. For the Participating Hospitals, there was, therefore, no opportunity to propose, or for the Kaplan Board to consider, the trade-off proposals of the Participating Hospitals in exchange for the monetary proposals being advanced by the Union. It was suggested that this absence of the usual give-and-take of bargaining associated with the central process to advance proposals should have a significant moderating effect on any Union proposal which imposes additional costs upon the hospitals.

### **Analysis and Decision**

The starting point of our analysis is the trite but important point that there exists only one collective agreement between the Union and the relevant Participating Hospitals, comprising both central and local issues. That is, while the bargaining between the parties takes place at two different levels, centrally and locally, the end result of the process is a single collective agreement. Accordingly, it is incumbent upon a Local Board of Arbitration to consider the results achieved at the central table when assessing the proposals of the respective parties.



Related to the above point, the Board recognizes and accepts the importance of the total compensation principle. As has been outlined, a particular focus of the Participating Hospitals' total compensation argument was the impact of the Kaplan Re-opener Award. This Board is of the view that the awarded terms of the Kaplan Re-opener Award were appropriate and in keeping with the principles of replication and demonstrated need. That being said, there is no doubt that from a free collective bargaining scenario, the breadth of the wage and benefits improvements awarded by the Kaplan Board were significant.

It is the Board's view that in light of the enhancements awarded through the central process, the principle of total compensation is indisputably relevant to our assessment of the proposals advanced by the Union, and suggests, generally, that any such proposal involving an increase in compensation bears particular scrutiny. Moreover, from a replication point of view, the deal that the parties would have struck regarding "local" issues in a free collective bargaining scenario would have undoubtedly, in our view, been influenced by the compensation gains achieved by the Union centrally. This Board, however, rejects the notion that the nature of the Kaplan Re-opener Award, in some manner, exhausted total compensation. The central/local dichotomy of issues that is part and parcel of the parties' agreed-to model for joint bargaining suggests that there are certain issues with compensation consequences that are to be addressed only at the local table. Arguably, it would not be in keeping with the inherent logic of the process to suggest that the results at the central table completely and necessarily closed the door on any or all of the Union's local proposals that have compensation consequences. Further to this point, historically, the fact that a Board

determined an appropriate result in terms of central compensation matters such as general wage increases, premiums, and health and welfare improvements has not precluded the awarding of certain Union proposals at the local level that have compensation consequences.

Turning to the issues in dispute the parties respectively advanced numerous proposals. While the merits of all such proposals were carefully reviewed by the Board, the following outlines the issues that dominated the parties' submissions:

### Special Wage Adjustments

The Union advanced proposals seeking over 120 special wage adjustments for classifications pertaining to 24 of the Participating Hospitals. The Union sought that the awarded wage adjustments be applicable before the awarded general wage increases that become effective September 29, 2021, the first day of the collective agreement.

The Union opined that the proposed special wage adjustments were more than appropriate given the existing wage gap between the existing rates in those classifications relative to those existing in the appropriate comparators.

Additionally, the Union sought to close the existing wage gap between employees in paramedical classifications in relation to the central OPSEU/Hospital rates. It was emphasized that it was well established in SEIU/CUPE/ Participating Hospitals' local arbitration proceedings that wage adjustments are in order to paramedical classifications that are below the OPSEU central wage rate, given the standardized nature of the work performed by individuals in those classifications. It was noted that

those rates are applied irrespective of the size of the hospital or its geographic region, as local interest arbitrators have commonly adopted the view that it is only appropriate that members of the Union performing the same work as their OPSEU counterparts receive the same rate of pay.

For the Union, awarding the requested special wage adjustments was also in keeping with the fundamental labour relations principle of equal pay for work of equal value. In terms of the principle of replication, it was asserted that the existing disparity in wage rates in relation to the relevant comparators would be highly germane with respect to the parties' local bargaining. Also, in terms of replication, it was noted that SEIU/CUPE/Participating Hospitals' local arbitration boards have commonly awarded special wage adjustments. Arguably, more importantly, it was argued that in terms of replication, certain Participating Hospitals in this round of local bargaining voluntarily agreed to special wage adjustments.

The Union further asserted that closing the wage gap between the classifications in question would help address the unprecedented recruitment and retention issues referenced in the Kaplan Board Re-opener Award.

For the Participating Hospitals, the special wage adjustment proposals of the Union should ostensibly be rejected out of hand on the basis of the principle of total compensation in light of the nature of the monetary improvements awarded under the previously discussed central awards. Moreover, it was asserted that the Union fundamentally failed to establish a demonstrated need for the wage adjustments being sought. In particular, it was suggested by a number of the hospitals that there were no

retention and recruitment issues whatsoever at their hospital with respect to the particular classifications for which the Union was seeking an adjustment.

Another argument stressed by the Participating Hospitals was that there had not been any substantial change in duties with respect to these positions that the Unions were seeking adjustments for. Related to this point, it was pointed out that the parties had agreed to the rates in question, and it would not be appropriate for this Board to come to a different conclusion as to the value to be given to work performed by the employees in these classifications. In particular, there was not any change in circumstances that would suggest the parties in a free collective bargaining scenario would agree to the wage proposals being advanced by the Union.

The Participating Hospitals further observed that recognition should be given to the fact that the existing negotiated rates had often been arrived at against the backdrop of internal equity and pay equity considerations. In particular, it was asserted from a replication perspective that there was little basis to suggest that the parties would have agreed to wage adjustments that may have serious collateral pay equity cost implications.

A number of the Participating Hospitals also emphasized the difficult fiscal circumstances that they were currently operating under. While not formally advancing an “inability to pay” argument, it was asserted that it was incumbent upon this Board to consider the Hospitals’ significant financial challenges, which would be exacerbated if the Union’s special wage adjustment proposals were granted.

In terms of the Union's assertion that OPSEU central rates are the appropriate comparator with respect to paramedical positions, a point emphasized by the relevant Participating Hospitals was that the proceeding at hand relates to local bargaining. That is, it was opined that the analysis should inherently be focused on the existing rates of pay for the classifications in question at similarly situated hospitals, as there was no compelling reason to employ a different model of comparison with respect to paramedical classifications than those that are otherwise applied with respect to service and clerical classifications.

Another critique advanced by the Participating Hospitals of using OPSEU central paramedical rates as the basis for comparison was that the stated goal of standardized rates could never be achieved for the Union's members due to the fact that pay equity plays itself out locally for the Union rather than centrally, as is the case for OPSEU. Accordingly, even if the OPSEU central rates were awarded at a certain point in time, there is the distinct possibility that the pay equity processes playing out "locally" at various hospitals would lead to the evolution of differing rates with respect to a particular paramedical classification. Accordingly, it is suggested that there will always be variations with respect to the purported "standardized" rates.

It was further asserted that even if it could be said that at one point in time, Boards of Arbitration had accepted OPSEU paramedical central rates as the appropriate comparator, the Union, ostensibly, abandoned those standardized rates in subsequent rounds of bargaining. On this point, it was noted that Arbitrator Briggs in Participating Hospitals and Canadian Union of Public Employees (August 4, 2009) unreported

(Briggs) awarded the Union the OPSEU central rates with respect to a number of classifications at certain hospitals. Yet the Union in subsequent rounds of bargaining did not seek to maintain parity with the OPSEU central wage rates. It was suggested that this particular reality was a reflection of the fact that the Union and OPSEU may have had different bargaining agendas, with the Union prioritizing job security issues at the expense of seeking to maintain parity with the OPSEU central rates. Against that backdrop, it was suggested that it would be highly inappropriate to provide for a result allowing the Union to be awarded significant “catch-up” adjustments when the Union had not sought to maintain parity throughout successive rounds of bargaining.

Additionally, it was asserted that the existing disparity in rates for paramedical classifications involving the Union’s bargaining units underscores the point that the parties have not adopted a “pattern bargaining” approach in relation to paramedical classifications. That is, in the GTA region, because of relevant retention and recruitment issues, the pertinent Participating Hospitals may have adopted OPSEU central rates; however, it was opined that those same retention and recruitment pressures do not necessarily exist in other areas of the province such as Eastern Ontario, and the rates for paramedical classifications at the Participating Hospitals in such regions are reflective of the conditions that exist locally.

Historically, SEIU/CUPE/Participating Hospitals' local boards of arbitration have commonly deemed it appropriate to award special wage adjustments. Such adjustments are appropriate in relation to particular circumstances wherein the existing wage rate for the classification on a comparative basis is clearly out of step in terms of the appropriate

comparative analysis. Further to this point, the Board has adopted the generally accepted view that the most appropriate comparators are similarly sized CUPE-represented hospitals in the same geographic region. On this point, see Participating Hospitals and Canadian Union of Public Employees (September 21, 2012) unreported (Petryshen).

With respect to the issue of demonstrated need, it is accepted that notwithstanding the well-documented recruitment and retention issues that have plagued the health care sector in Ontario over the last few years, such issues may not be that relevant to the circumstances related to the classification that the Union has sought a wage adjustment for at certain of the hospitals. As has been previously outlined, a number of Hospitals emphasized that there were no recruitment or retention issues with respect to a classification for which the Union was seeking a wage adjustment. While the existence of recruitment and retention issues would buttress a claim for a wage adjustment, the fact that there may not currently be such recruitment and retention issues is far from a complete answer to a claim that a position is comparatively underpaid; and as such, warrants a wage adjustment. Generally, in terms of collective bargaining, across-the-board wage increases, and specifically wage adjustments, are not necessarily dependent on the existence of recruitment and retention issues. That is, it is accepted if the position is indisputably underpaid on a relevant comparative or normative basis, the appropriateness of addressing the “wage gap” may well be appropriate regardless of the fact that the employer may not have had any particular problem in filling the position. As was opined in Saint Elizabeth Health Care Reactivation Centre and Canadian Union of Public Employees, Local 5439 CanLII 103985 (ON LA) (Sheehan):

Finally, as to the Employer's "demonstrated need" argument, it is not accepted that the Union is necessarily obligated, on a provision by provision basis, to establish the need for a particular provision if a review of the relevant comparators establishes the provision in question is normative in nature. With respect to this point reference is made to the following reasoning of Arbitrator Anderson in Honeywell Limited and Unifor Local 636 2016 CanLII 17001 (ON LA):

I also do not agree with Honeywell's suggestion that a demonstrated need must be independently shown for each particular proposal. This misconceives the role of demonstrated need in interest arbitration. The expired collective agreement and comparator collective agreements serve to establish a normative expectation as to the terms of the renewal collective agreement. The relevance of comparator collective agreements is in part that they reflect labour market conditions. In that sense, they "demonstrate a need" to award comparable terms. That normative expectation is subject to modification by a variety of other factors. One of those factors is demonstrated need: either party may seek a departure from the normative expectation on the basis of some other "demonstrated need".

Moreover, the existing wide disparity in the existing terms and conditions of employment currently applicable to members of the bargaining unit in comparison to the terms and conditions, especially in terms of wages and benefits, of similarly situated employees in the hospital sector arguably provides a complete answer to the "demonstrated need" argument.

It is also particularly noteworthy, from a replication perspective, that a number of Participating Hospitals in this round of bargaining voluntarily agreed to wage adjustments for certain classifications.

As to the potential pay equity implications argument advanced by a number of the Participating Hospitals, it is accepted that potential wage adjustments for a male-dominated position would be a legitimate bargaining concern for a hospital. That point noted, it is not accepted that an Interest Board of Arbitration should, in some manner, rule out awarding a wage adjustment for a male-dominated position simply on the basis



that there may be potential pay equity implications flowing from the adjustment.

Arguably, it would be entirely inconsistent with the principle of equality in compensation, irrespective of gender, that lies at the heart of pay equity legislation if a male-dominated job classification was to be denied a wage adjustment that it was otherwise entitled to on the basis that it may result in adjustments for female-dominated job classifications.

With respect to the above point, reliance is placed on the reasoning set out in West Park Hospital and Service Employees International Union, Local 204 (March 1, 1991) unreported (Illing). That decision was related to a requested proposal of the union seeking a significant wage adjustment for a trades classification, primarily on the basis of an existing wage gap between the West Park rate and those of other hospitals in Toronto. The hospital strongly objected to the awarding of any adjustment given the pay equity impact cost of adjusting the male-dominated trades classification. In that case, the hospital presented specific and detailed costing information regarding the pay equity impact cost of the proposed adjustment. A number of the Hospitals in their submissions to this Board referenced the conclusion of Arbitrator Illing that pay equity impact costs “are legitimate costs to be considered as part of the overall settlement costs of the bargaining unit”. No issue is taken with the general premise that if the employer was able to establish at the bargaining table that the pay equity impact cost of a proposed wage adjustment for a male-dominated position was significant; it would be potentially relevant in terms of assessing the appropriateness of the union proposals from a total compensation perspective.

It is however important to note that Arbitrator Illing went on to determine that from an interest arbitration perspective, the potential impact of pay equity costs should not necessarily result in the denial of a wage adjustment that is otherwise warranted based on a comparative or normative basis. In particular, it was noted:

The dilemma presented to this Board by these events, is whether to deny wage adjustments on the basis of the above reasoning, and in the process abandon the Board's prime purpose in preserving, as far as possible, uniformity of trades rates between SEIU and CUPE in particular, and also, ignore the fact that several hospitals in this current round of bargaining have voluntarily agreed to adjust trade rates, in some instances, as much as \$1.42 per hour.

In the view of this Board, the pursuit of uniformity of rates cannot be abandoned, nor can pay equity impact cost take precedence over collective bargaining principles. To do so would lead to a chaotic state especially when one considers that the pay equity impact costs will likely vary from hospital to hospital depending on the outcome of independent job evaluation studies. Pay equity impact cost must be dealt with in the same way as adjustment costs have always been dealt with, i.e., in conjunction with the wage and benefit package, and not used to deny a wage adjustment that is justified on the basis of internal or external equity.

Arbitrator Illing went on to award a \$1/hr wage adjustment for the trades classification. The reasoning of Arbitrator Illing was upheld by the Divisional Court upon judicial review (West Park v. S.E.I.U. Local 204 1992 CarswellOnt 886).

Arbitrator Gedalof in Participating Hospitals and Canadian Union of Public Employees 2019 Can LII 58060 (ON LA) (Gedalof), after reviewing the relevant jurisprudence on the issue, ostensibly came to the same conclusion reached by Arbitrator Illing in West Park. In particular, he noted:

Where the Union has established a compelling basis for a wage adjustment, the mere fact that that adjustment could result in pay equity increases for

others ought not to preclude granting the increase. I agree that to adopt such a principle would constitute a failure to carry out our function under HLDAA while subverting the principles of pay equity.

Similarly, in Participating Hospitals and Canadian Union of Public Employees (September 21, 2012) unreported (Petryshen) it was noted:

Our final comment is a response to a frequent Hospital submission opposing a job rate adjustment on the ground that an adjustment to certain job rates would have serious implications for a Hospital's pay equity plan. We appreciate that an adjustment to some job rates may have pay equity implications. However, as we noted in the Award on Coordinated Issues, the task before us has a focus that is much broader than a pay equity exercise. As interest arbitrators in this sector have noted previously, we are required to consider external comparators and to make wage adjustments where warranted, even if there may be consequences to a Hospital's pay equity plan.

The "no substantial change in duties" argument raised by certain of the Participating Hospitals is found by this Board not to be particularly compelling. This is an interest arbitration, not a rights arbitration. The issue at hand is not whether there has been a substantial change in the duties that supported the agreed-to (or awarded) rate of pay for the position under the existing collective agreement; rather, the relevant issue for this Board from a collective bargaining and replication perspective is whether an adjustment in the rate of pay for a particular classification is warranted with respect to the renewal collective agreement in light of the comparative evidence advanced by the Union.

The Board acknowledges the claim by a number of the Participating Hospitals that they currently face particularly challenging fiscal circumstances. On this point, it is appreciated that the Hospitals' fiscal viability is largely at the mercy of receiving

adequate funding from the Province. Significantly, however, none of the hospitals took the opportunity to formally raise an inability to pay argument pursuant to the HLDAA criteria. Moreover, it is well accepted in the jurisprudence that interest arbitrators are generally reluctant to accept such inability to pay arguments as reflected in the following reasoning of Arbitrator Burkett in Peel Halton Acquired Brain Injury Services v. OPSEU, Local 587 2005 CarswellOnt 10451:

Arbitrators have long rejected the notion that a Public Sector employer, funded by the public purse, can rely on an inability to pay to justify below normative wage increases. The rationale, which applies in spades here, is that employees who are denied the right to strike because they provide essential public services ought not to be made to subsidize the public purse through the device of artificial funding restrictions. The accepted thinking is that employees who provide these necessary public services ought to be paid commensurate with what a person with comparable training and responsibility would command in the private sector with the right to strike.

As to the issue of the Union's ask for parity with OPSEU centralized paramedical rates, since at least the decision of Arbitrator Albertyn in Participating Hospitals and Canadian Union of Public Employees (January 30, 2007) unreported (Albertyn), it has been accepted by Participating Hospitals/CUPE Local Boards of Arbitration that OPSEU central rates are an appropriate comparator with respect to paramedical classifications. With respect to this point, reference is made to the following decisions: Participating Hospitals and Canadian Union of Public Employees (January 30, 2007) unreported (Albertyn); Participating Hospitals and Canadian Union of Public Employees (August 4, 2009) unreported (Briggs); Participating Hospitals and Canadian Union of Public Employees (September 21, 2012) unreported (Petryshen); Participating Hospitals and Canadian Union of Public Employees (March 29, 2016) unreported (Kaplan);

Participating Hospitals and Service Employees International Union 2019 CanLII 23921 (ONLA) (Kaplan); Participating Hospitals and Canadian Union of Public Employees 2019 CanLII 58060 (ONLA) (Gedalof).

Accordingly, from the Board's perspective, the appropriateness of the OPSEU centralized paramedical rates as an appropriate basis of comparison for the paramedical classification in the relevant bargaining units has been settled. The Board very much appreciates the argument advanced by certain of the Participating Hospitals that the Union abandoned the concept of OSPEU parity at the bargaining table and thus, it would be inappropriate to now allow the Union to come before this Board and, in one fell swoop, have such parity restored. Arbitrator Gedalof in Participating Hospitals and Canadian Union of Public Employees 2019 CanLII 58060 (ON LA) (Gedalof), in accepting the legacy and legitimacy of the OPSEU comparator approach, addressed the abandonment claim:

We note in particular, and as reflected below, that several of the wage adjustments related to certain paramedical classifications where, as a result of established bargaining patterns, Arbitrators have looked to OPSEU comparators in the hospitals. Where appropriate and consistent with the findings in Briggs, Petryshen and Kaplan awards cited above, we have also looked to the OPSEU comparators. In some instances, the established tie-point between the CUPE and OPSEU rates were not maintained through recent rounds of bargaining. In my view, these lapses reflects structural differences in the CUPE and OPSEU agreements from that round, (including two years of zero across the board increases in the case of OPSEU and reduced across the board increases in subsequent years for CUPE with the payment of lump sums), rather than any abandonment of the OPSEU comparator by the parties. While we have found a return to the OPSEU rates appropriate, we have, as have prior boards, made allowances for the transition to the higher rates.

This Board likewise does not accept the proposition that the Union in some manner abandoned its OPSEU parity claim. At the same time, the potential cost impact of the nature of the adjustments being sought is appreciated, both in terms of the volume of adjustments being pursued at certain Hospitals and the size of the wage gap seeking to be closed with respect to some of the adjustments. In this regard, it is very much recognized that this is not a job evaluation exercise but an effort to replicate the result that the parties would have otherwise achieved through free collective bargaining. Related to this point, the dynamics of collective bargaining often result in otherwise arguably meritorious proposals of a union being left to be addressed in subsequent rounds of bargaining in light of the consideration of the principle of total compensation and the overall nature of the agreed-upon items. Accordingly, a number of the adjustments being sought by the Union relating to OPSEU parity have been left for future bargaining, and the implementation dates of those that have been awarded have a deferred date.

Additionally, the Board is aware that late in this process, after most submissions had been received, the OPSEU central salary schedule was amended following the completion of pay equity implementation. Our award, it should be made clear, is based upon the proposals that we received and the salary schedule upon which those proposals were conceived. Even assuming that we had jurisdiction to address a salary schedule not in place when the parties set out their proposals and responses, we decided that it was simply too late in the process to visit the issue of a revised salary schedule.

## Uniform Allowance

The Union proposal regarding Uniform Allowance sought an increase in the annual allowance in the order of \$180 for all employees, thereby eliminating the traditional distinction of a lower level of entitlement for part-time employees. In support of the request for higher quantum levels for the allowance, the Union cited the impact of inflation on the cost of the uniforms. Additionally, reference was made to the fact that a number of Participating Hospitals in this round of bargaining had agreed to improvements in the uniform allowance for both part-time and full-time employees.

The relevant Participating Hospitals' response to this Union proposal focused on the following: (1) the proposal was not normative, both in terms of the quantum levels being sought and the elimination of the difference in entitlement between full-time and part-time employees; (2) a lack of demonstrated need as it was suggested that the existing level of the relevant allowance more than adequately covered the cost that employees would incur with respect to purchasing uniforms; and (3) awarding such increases was not appropriate in light of the principle of total compensation.

This Board is of the view that the Union's proposal to eliminate the differential in the level of entitlement between full-time and part-time employees is not warranted in light of total compensation considerations and the fact that it is not normative. However, consistent with this Board's recent Participating Hospitals and SEIU decision, we award an allowance of \$150 for full-time employees and \$100 for part-time employees on an annual basis.

## Meal Allowance

While appreciating the demonstrated need and total compensation arguments advanced by the pertinent Hospitals, the Board accepts the Union's overall assertion that given the impact of inflation on food prices over the life of the collective agreements generally, and in particular, the dramatic increase in the cost of obtaining a meal at a fast-food outlet or a cafeteria, the demonstrated need for an upward adjustment in the meal allowance provision in the relevant collective agreement is well established. Additionally, it is noted that certain Hospitals in this round of bargaining voluntarily agreed to increases to the meal allowance.

However, the coordinated proposal for an across-the-board \$15.00 quantum level adjustment and the elimination of any qualifying time worked language are not justified from either a demonstrated need or a replication perspective. Given the significant difference in the existing rates across the province, we also believe that a uniform level of entitlement is not appropriate. Rather, it is our view that an increase in the range of \$1 or \$2, dependent on the existing rate at the pertinent Hospital, is warranted.

## Mentorship/Preceptorship/Student Supervision Premiums

The Union has proposed a slight increase in the Mentorship/Preceptorship/Student premium from \$0.60 an hour to \$1.00 an hour. It is the Board's view, considering the overall importance of the work performed and the relatively low cost of the proposal, that it is a reasonable expectation this proposal would have been agreed to in free collective bargaining. Further, it is noted that in the recent central Participating Hospitals and ONA award, the Kaplan Board increased the



Mentorship and Student Supervision Premiums to \$2.00 per hour (see Participating Hospitals and ONA 2023 CanLII 65431 (ON LA)). Additionally, from a replication perspective, certain Hospitals in this round of bargaining have voluntarily agreed to the Union's proposal.

In light of the foregoing reasoning, the following is awarded:

### **North Bay Regional Hospital and Local 139**

Effective March 31, 2023, the maximum rate for the Pharmacy Technician classification is to be increased to \$34.96--the maximum OPSEU Central rate for that classification that was in effect as of that date.

The relevant grid is to be adjusted to maintain the current difference in percentages of the various steps of the grid.

### **North Shore Health Network-Blind River and Local 5171**

An increase to the Uniform Allowance to \$150 for Full-Time employees and \$100 for Part-Time employees annually.

Effective March 31, 2023, the maximum rate for the Pharmacy Technician classification is to be increased to \$34.96--the maximum OPSEU Central rate for that classification that was in effect as of that date.

Effective March 31, 2023, the maximum rate for the Physiotherapy Assistant classification is to be increased to \$30.84-- the maximum OPSEU Technician 2 Central rate for that classification that was in effect as of that date.

With respect to the above adjustments the existing four-step grid is to be adjusted to a five-step grid in keeping with the OPSEU Central rate grid. Red Circling to apply, if necessary.

Effective March 31, 2023, the maximum rate for the Medical Radiation Technologist/Sonographer Classification is to be increased to \$47.72--the maximum OPSEU Central rate for the MRI Technologist classification that was in effect as of that date.

With respect to this adjustment, the relevant grid is to be adjusted to an eight-step grid in keeping with OPSEU Central rate grid. Red circling to apply if necessary.

## **Temiskaming Hospital and Locals 904 and 4404**

### Local 904

An increase to the Uniform Allowance to \$150 for Full-Time employees and \$100 for Part-Time employees annually.

An increase to the Preceptorship/Student Supervision premium to \$1.00 per hour.

Effective March 31, 2023, the maximum Rate for the Occupational Therapy/Physiotherapy Assistant classification is to be increased to \$30.84--the maximum OPSEU Central rate for the Technician 2 classification that was in effect as of that date. The existing three-step grid is to be adjusted to a five-step grid in keeping with the OPSEU Central rate grid. Red Circling to apply, if necessary.

### Local 4404

An increase of .80 cents per hour for the Health Records Technician classification, effective September 28, 2023.

## **Brockville General Hospital and Local 5666**

The maximum rate for the Rehabilitation Assistant classification is to be increased by \$1.10 per hour effective September 28, 2023.

## **Pembroke Regional Hospital and Local 1502**

A \$2.00 increase in the Meal Allowance.

An increase to the Uniform Allowance to \$150 for Full-Time employees and \$100 for Part-Time employees annually.

The Mentorship Premium at Article Q.14 is increased to \$1.00 per hour.

Effective March 31, 2023, the maximum rate for the Pharmacy Technician classification is to be increased to \$34.96--the maximum OPSEU Central rate for that classification that was in effect as of that date.

The relevant grid is to be adjusted to maintain the current difference in percentages of the various steps of the grid.

## **Renfrew Victoria Hospital and Local 1548**

A \$2.00 increase in the Meal Allowance.

An increase to the Uniform Allowance to \$150 for Full-Time employees and \$100 for Part-Time employees annually.

Effective March 31, 2023, the maximum rate for the Physiotherapy Assistant classification is to be increased to \$30.84-- the maximum OPSEU Central rate for that classification that was in effect as of that date.

Effective March 31, 2023, the maximum rate for the Clinical Instructor X-Ray classification is to be increased to \$49.12 --the maximum OPSEU Central rate for the Senior Medical Laboratory classification that was in effect as of that date.

Effective March 31, 2023, the maximum rate for the Clinical Instructor Ultrasound classification is to be increased to \$50.58-- the maximum OPSEU Central rate for the Senior Ultrasound Technologist classification that was in effect as of that date.

With respect to each of the adjustments above, the relevant grid is to be adjusted to maintain the current difference in percentages of the various steps of the grid.

Effective March 31, 2023, the maximum rate for the Respiratory Therapist classification is to be increased to \$47.72--the maximum OPSEU Central rate for that classification that was in effect as of that date. The existing four-step grid is to be adjusted to a nine-step grid, in keeping with the OPSEU Central rate grid. Red Circling to apply, if necessary.

Effective March 31, 2023, the maximum rate for the Sleep Technician classification is to be increased to \$36.65 --the maximum OPSEU Technician 4 Central rate that was in effect as of that date. The existing three-step grid is to be adjusted to a five-step grid, in keeping with the OPSEU Central rate grid. Red Circling to apply, if necessary

### **Arnprior Regional Health and Local 1623**

A \$2.00 increase in the Meal Allowance.

An increase to the Uniform Allowance to \$150 for Full-Time employees and \$100 for Part-Time employees annually.

The RPN Mentorship premium at Article L11.05 is to be increased to \$1 per hour.

An increase of .81 cents per hour for the Dietary Aide classification, effective September 28, 2023.

### **Carleton Place & District Memorial Hospital**

The Union's Meal Allowance proposal with a quantum level of \$9 is awarded.

An increase in the Uniform Allowance to \$150 for Full-Time employees annually is awarded—the proration for part-time employees to remain as is.

The RPN Mentorship premium is increased to a \$1.00 per hour.

Effective March 31, 2023, the maximum rate for the Pharmacy Technician classification is to be increased to \$34.96--the maximum OPSEU Central rate for that classification that was in effect as of that date.

The relevant grid is to be adjusted to maintain the current difference in percentages of the various steps of the grid.

### **Almonte General Hospital and Local 3022**

A \$2.00 increase in the Meal Allowance

An increase to the Uniform Allowance to \$150 for Full-Time employees and \$100 for Part-Time employees annually (casual employees' entitlement to remain at \$65).

Effective March 31, 2023, the maximum rate for the Pharmacy Technician classification is to be increased to \$34.96-- the maximum OPSEU Central rate for that classification that was in effect as of that date.

The relevant grid is to be adjusted to maintain the current difference in percentages of the various steps of the grid.

Effective March 31, 2023, the maximum rate for the Physiotherapy Assistant classification is to be increased to \$30.84--the maximum OPSEU Central rate for the Technician 2 classification that was in effect as of that date. The existing three-step grid is to be adjusted to a five-step grid, in keeping with the OPSEU Central rate grid. Red Circling to apply, if necessary

The following new RPN Mentorship Provision is awarded:

Registered Practical Nurses may be required as part of their regular duties, to supervise the activities of students in accordance with the current College of Nurses of Ontario Practice Guidelines - Supporting Learners.

Nurses will be informed in writing of their responsibilities in relation to these students and will be provided with what the Hospital determines to be appropriate training. Any information that is provided to the Hospital by the educational institution with respect to the skill level of the students will be made available to the nurses recruited to supervise the students.

Upon request, the Hospital will review the nurse's workload with the nurse and the student to facilitate the successful completion of the assignment.

When a nurse is assigned nursing student supervision duties, the Hospital will pay the nurse a premium of sixty cents (\$0.60) per hour for all hours spent supervising nursing students.

### **Perth and Smith Falls District Hospital and Local 2119**

An increase to the Uniform Allowance to \$12.50 for Full-Time employees and \$8.33 for Part-Time employees monthly.

The Preceptorship Premium at Article T.2 is to be increased to \$1 per hour.

### **Hôpital Glengarry Memorial Hospital and Local 2027**

An increase to the Uniform Allowance to \$150 for Full-Time employees and \$100 for Part-Time employees annually.

A \$2.00 increase in the Meal Allowance.

Effective March 31, 2023, the maximum rate for the Pharmacy Technician classification is to be increased to \$34.96 --the maximum OPSEU Central rate for that classification that was in effect as of that date.

The relevant grid is to be adjusted to maintain the current difference in percentages of the various steps of the grid.

### **Cornwall Community Hospital and Local 7811**

A \$2.00 increase in the Meal Allowance.

The Mentorship Premium at Letter of Agreement-Mentorship is to be increased to \$1 per hour.

The Union proposal to eliminate “unless mutually agreed otherwise” from the first paragraph of Article H.6 is granted.

The Hospital proposal to add New Article Vacation Carry Over is granted with the following wording:

#### J.2 Carry-over Vacation.

An employee’s annual vacation entitlement will be used before his or her vacation entitlement anniversary date of each year. An employee may request in writing to carry over up to 1 week of vacation entitlement for one year. The request must be made by the employee one month before end of the employee’s vacation anniversary date. Otherwise, any unused vacation will be paid out.

An increase of .80 cents per hour for the Dietary Clerk classification, effective September 28, 2023.

### **Queensway Carleton Hospital and Local 2875**

Effective March 31, 2023, the maximum rate for the Rehabilitation Assistant classification is to be increased to \$30.84-- the maximum OPSEU Central Technician 2 rate that was in effect as of date.

Effective March 31, 2023, the maximum rate for the Emergency Orthopedic Technician classification to be increased to \$36.65-- the maximum OPSEU Central Technician 4 rate that was in effect as of that date.

With respect to both of the above positions, the existing four-step grid is to be adjusted to a five-step grid in keeping with the OPSEU Central rate grid. Red Circling to apply, if necessary.

### **St. Joseph's Healthcare, Hamilton and Local 786**

A \$1.00 increase in the Meal Allowance.

The Union proposal Student Supervision/ Preceptorship Appendix FF is awarded.

Effective March 31, 2023, the maximum rate for the Operating Room-Attendant classification is to be increased to \$30.84--the maximum OPSEU Central rate for the Central Technician 2 classification that was in effect as of that date. The existing three-step grid is to be adjusted to a five-step grid in keeping with the OPSEU Central rate grid. Red Circling to apply, if necessary.

The relevant grid is to be adjusted to maintain the current difference in percentages of the various steps of the grid.

The Hospital's Uniform Allowance proposal is awarded.

### **Hamilton Health Sciences and Local 7800**

#### Service Unit.

A \$2.00 increase in the Meal Allowance.

The RPN Mentorship Premium increased to \$1.00 per hour.

#### Trades Unit

An increase to the Uniform Allowance to \$150 for Full-Time employees and \$100 for Part-Time employees annually is awarded.

An increase of \$1.50 per hour for the COGEN Building Operator classification, effective September 28, 2023.

### **Joseph Brant Hospital and Local 1065**

The Uniform Allowance is increased to \$150 annually.

Effective March 31, 2023, the maximum rate for the Occupational Therapy/Physiotherapy Assistant classification is to be increased to \$30.84-- the maximum OPSEU Central Technician 2 rate that was in effect as of that date. The existing three-step grid is to be adjusted to a five-step grid in keeping with the OPSEU Central rate grid. Red Circling to apply, if necessary

### **Halton Healthcare and Local 145.2**

A \$2.00 increase in the Meal Allowance.

An increase to the Uniform Allowance to \$150 annually is awarded.

The RPN Preceptorship Premium and Mentorship Premium are increased to \$1.00 per hour.

Effective September 28, 2023, an increase of .50 cent per hour in the maximum rate for the Janitor/Cleaner/Aide/Food Service Aide—all other steps to be adjusted to maintain the current difference in percentages.

Effective September 28, 2023, an increase of .50 cents per hour in wage rate for the Porter Classification.

The Employer proposal Article L17-2 Vacation (Part-Time Employees) is awarded.

### **Trillium Health Partners and Local 5180**

A \$1.50 increase in the Meal Allowance.

The RPN Mentorship Premium and Student Supervision Premium are both increased to \$1.00 per hour.

### **Mattawa Hospital and Local 1465.2**

Effective September 28, 2023, the maximum rate for the Environmental Services Aide and Food Service Aide will increase by .25 cents per hour. All other steps are to be adjusted to maintain the current difference in percentages.

Effective September 28, 2023, an increase of .25 cents per hour in wage rate for the Porter Classification.

### **Wingham and District Hospital and Local 4175**

The Responsibility Pay of the Lead Hand is increased to \$2.00 per hour.

Effective March 31, 2023, the maximum rate for the Pharmacy Technician classification is to be increased to \$34.96--the maximum OPSEU Central rate for that classification

that was in effect as of that date. The existing three-step grid is to be adjusted to a five-step grid in keeping with the OPSEU Central rate grid. Red Circling to apply, if necessary.

The Employer Proposal to amend Article L11.01(b) Holidays to provide for the automatic payout if an employee's additional day off is not scheduled within 30 days of the holiday or within the employee's return from vacation is granted.

### **St. Joseph's Health Centre Guelph and Local 1033**

A \$2.00 increase in the Meal Allowance.

An increase to the Uniform Allowance for Full-Time employees to \$150 annually.

The Preceptorship Premium is increased to \$1.00 per hour.

### **Health Sciences North and Local 1623 and Local 1623.1**

An increase to the Uniform Allowance for Full-Time employees to \$150 annually.

The Hospital proposal regarding L-1 Pay Days is awarded.

### **Royal Ottawa Mental Health Care Group and Local 942**

A \$1.00 increase in the Meal Allowance.

The Union Proposal regarding Personal Leave is awarded.

The Employer Proposal Casual Hours Article V.2 is awarded.

### **Lakeridge Health and Local 6364**

A \$2.00 increase in the Meal Allowance.

The Preceptorship/Student Supervision Premium is increased to \$1.00 per hour.

The Mentorship Premium is increased to \$1.00 per hour.

The Employer Proposal to amend Article J.8 by deleting the reference to J.12 and J.13 is awarded.

### **Oak Valley Health - Uxbridge Hospital and Local 6364-1**

An increase to the Uniform Allowance to \$150 for Full-Time employees and \$100 for Part-Time employees annually is awarded.

The Union proposal to increase the number of days from four to five in Article J12 - Christmas Scheduling Full Time is awarded. The rest of the proposed changes to the wording of Article J12 are not awarded.



### **Oak Valley Health – Markham/Stouffville Hospital and Local 3651**

A \$1.00 increase in the Meal Allowance.

An increase to the Uniform Allowance to \$150 for Full-Time employees and \$100 for Part-Time employees annually is awarded.

The Student Supervision Premium is increased to \$1.00 per hour.

### **Scarborough Health Network and Local 5852**

A \$1.00 increase in the Meal Allowance.

An increase in the Uniform Allowance to \$150 for Full-Time employees and \$100 for Part-Time employees annually is awarded.

The Union Proposal to substitute the Truth and Reconciliation Day for a float day is granted.

### **West Nipissing General Hospital and Local 1101**

Effective March 31, 2023, the maximum rate for the E.C.G. Technician classification will be increased to \$32.98-- the maximum OPSEU Central Technician 3 rate that was in effect as of that date. The existing four-step grid is to be adjusted to a five-step grid in keeping with the OPSEU Central rate grid. Red Circling to apply, if necessary.

Effective March 31, 2023, the maximum rate for the Pharmacy Technician classification is to be increased to \$34.96--the maximum OPSEU central rate for that classification that was in effect as of that date. The existing four-step grid is to be adjusted to a five-step grid in keeping with the OPSEU Central rate grid. Red Circling to apply, if necessary.

### **Winchester District Memorial Hospital and Local 3000**

A \$1.00 increase in the Meal Allowance.

A Uniform Allowance of \$150 for Full-Time employees and \$100 for Part-Time employees annually is awarded in circumstances where employees are required to wear uniforms, and uniforms are not supplied by the Employer.

Effective March 31, 2023, the maximum rate for the Pharmacy Technician classification is to be increased to \$34.96--the maximum OPSEU Central rate for that classification that was in effect as of that date.

The relevant grid is to be adjusted to maintain the current difference in percentages of the various steps of the grid.

Effective September 28, 2023, an increase of \$1.00 per hour in wage rate for the Ward Clerk Classification.

**Hawkesbury and District General Hospital and Local 1967**

A \$2.00 increase in the Meal Allowance.

An increase to the Uniform Allowance to \$150 for Full-Time employees and \$100 for Part-Time employees annually is awarded.

The Preceptorship Premium is increased to \$1.00 per hour.

The parties are directed to include the above-awarded items, as well as any agreed-to items, into renewal collective agreements. Pursuant to Section 9 of HLDAA, we remain seized with respect to the implementation of the Award.

This Award is issued this 13<sup>th</sup> day of June 2024.



Brian Sheehan-Chair

*“Dissent Attached”*

\_\_\_\_\_  
Brett Christen-Participating Hospitals Nominee

*“Partial Dissent Attached”*

\_\_\_\_\_  
Joe Herbert-Union Nominee

## **DISSENT**

I respectfully dissent from the Award of the Chair dated April, XX 2024 (the “Award”) and the reasons therein. This dissent should be read together with my dissent in the SEIU Local Issues Award dated May 1, 2024 (*SEIU & Participating Hospitals*, unreported award of Arbitrator Sheehan dated May 1, 2024; the “SEIU Award”). My comments and criticisms relating to the Chair’s analysis in the SEIU Award are fully applicable to the Award and are adopted here.

### **Background**

The Award settles the local issues for each participating hospital for their collective agreement with the term September 29, 2021 to September 28, 2023 (the “Collective Agreement”). The central terms of the 2022 collective agreements were settled by two central awards. As noted by the Chair, the first award dated November 3, 2022 (the “Initial Award”) was issued by a Board chaired by Arbitrator Sheehan when the *Protecting Sustainable Public Sector for Future Generations Act*, 2019 (“Bill 124”) was in effect. The second central award dated June 13, 2023 was issued by a Board chaired by Arbitrator Kaplan (the “Re-Opener Award”).

Although the hospitals had many issues, including the need for increased scheduling flexibility, that they would have liked to achieve at the initial arbitration before Arbitrator Sheehan, given the existence of Bill 124, the hospitals realistically assessed that few gains could likely be made in the proceeding and advanced only modest proposals at interest arbitration. Regrettably, but like other awards in the hospital sector issued under Bill 124, the Initial Award did not seriously consider any of the employer’s proposals and none were awarded.

Rather, the Initial Award awarded new non-monetary language to the Union in the form of a new provision on infectious disease and enhanced language on workplace violence. In addition, and within the monetary constraints of Bill 124, the Initial Award provided a 1% wage increase, increases to shift and weekend premiums, the introduction of a charge nurse

premium at \$2/hr, an increase to the temporary transfer/responsibility premium to \$1/hr and the introduction of a new mental health benefit (\$800 annual cap).

The Initial Award, like other awards in the hospital sector issued under Bill 124, also contained a typical re-opener clause which allowed for monetary issues to be re-visited in the event that Bill 124 was determined to be unconstitutional. After the Initial Award was issued, the Ontario Superior Court declared Bill 124 to be unconstitutional and of no force or effect (in 2024, the Ontario Court of Appeal dismissed the Ontario Government's appeal of that decision).

The Re-Opener Award addressed the additional compensation to be awarded under the re-opener provision of the Initial Award. Like other situations involving re-openers, there was no opportunity for the hospitals to negotiate any trade offs against the monetary gains sought by the unions.

The Re-Opener Award granted significant wage increases and several other enhancements to the Union including a \$2/hour RPN wage adjustment, the folding of the legislated PSW wage adjustment into the wage grid prior to the implementation of the awarded general wage increases, an increase in call back pay from time and a half to double time, an increase in the vision benefit (over 24 months) from \$300 to \$450, the introduction of coverage for massage therapy at \$375/yr, the replacement of the per visit cap for physiotherapy, chiropractic and massage with a reasonable and customary limitation, a further increase to shift (\$1.00 increase) and weekend (\$1.50 increase) premiums (the Initial Award had also increased these premiums) and an allowance for the payment of both shift and weekend premiums on hours worked (where such entitlement did not already exist).

On any balanced assessment, the Initial Award and the Re-Opener Award represent a significant and costly increase in wages, benefits and other enhancements for a two-year collective agreement. When it is remembered that no employer proposals were awarded in either the Initial Award or Re-Opener Award, the imbalance of these two awards is even more pronounced.

## **The Chair's Award**

I have several concerns with the Chair's analysis and conclusions as set out in the Award, which are outlined below under the heading "The Chair's Analysis".

I would first note my agreement with the Chair's dismissal of approximately 75% of the requested classification specific additional wage increases referred to in the Award as "Special Wage Adjustments" ( I decline to use the oft used term "adjustments" the only purpose of which appears to be to obscure the fact that additional wage increases are being granted – interest arbitrators don't "adjust" wages down). On my count, the Union sought approximately 142 classification specific wage increases including approximately 78 increases for paramedical classifications for which they requested parity with OPSEU central rates. The Chair awarded 24 increases in paramedical classifications and 13 increases in non-paramedical classifications. While my view is that no classification specific wage increases should have been granted at all, I recognize that in almost all cases where an increase was granted by the Chair, the awarded increase was significantly lower than the increase sought by the Union.

In this respect, I would also note my strong agreement with the Chair's determination that the wage increases awarded be deferred to March 31,2023 in most cases, in recognition of the significant cost to the hospitals of the numerous items already awarded in the Initial Award and Re-Opener Award.

I also note that I have no strong objection to some of the improvements awarded. The increase in the uniform and meal allowances for some hospitals to the level awarded in the last round by the Kaplan Board will have a relatively modest cost to the impacted hospitals.

However, I would have deferred the award of, or the increases to, the preceptorship or mentorship premiums in light of the total costs incurred by the hospitals in this round.

### **The Award of Hospital proposals**

Unlike many prior local issues awards, in this proceeding the Chair carefully considered the proposals advanced by each hospital and ultimately awarded hospital proposals at six of the participating hospitals. Although I felt that there were several additional hospital proposals that should have been awarded, the Chair's attempt to replicate free collective bargaining by awarding at least some of the meritorious proposals advanced by the hospitals should be recognized.

In some cases, the proposals that were awarded will advance the hospital's efforts to manage its operations in a more efficient and cost-effective manner (e.g. electronic pay stubs to all employees, payout of unused vacation, bi-weekly payout of vacation pay for part-time employees, casual availability requirements) or will clarify existing language thereby reducing the possibility of future disputes. The award of these proposals were properly reflective of the types of trade offs that occur in real collective bargaining.

### **The Chair's Analysis**

The Award addresses many of the same issues which the Chair considered in the SEIU Award. As noted, I fully adopt the comments in my dissent to that award here.

However, the Chair has included some additional analysis and comments in the Award that were not included in the SEIU Award, which deal mainly with the question of whether OPSEU is an appropriate comparator for paramedical classifications in CUPE bargaining units. I disagree with much of this additional analysis and outline my disagreement immediately below. I have other disagreements with many of the Chair's comments about the arguments advanced by the hospitals, but merely note that disagreement here.

### **The Goal of "Standardized" Rates For Paramedical Classifications**

The Chair correctly notes that the Union's assertion that OPSEU paramedical rates are an appropriate comparator for CUPE paramedical classifications is based upon a goal of having paramedical employees in the province receive a "standardized" rate (at p. 12). The

Chair (in discussing pay equity issues) also references (at p. 17) a 1991 decision of Arbitrator Illing where that arbitrator references the “pursuit of uniformity of rates” in considering a difference in trades rates under different collective agreements (the decision of Arbitrator Illing was found not to be “patently unreasonable” by the Divisional Court in an application for judicial review relating to his findings in respect of the relevance of pay equity to the interest arbitration process).

As a starting point, I would simply note that *HLDDA* does not mandate “standardized” rates (province-wide or otherwise) in any classification nor does it mandate boards of arbitration to pursue “uniformity of rates”. As set out in my dissent in the SEIU Award, the *HLDDA* criteria (and the fourth criterion in particular) mandate a broader and more nuanced analysis than the simple “matching” of rates. Particularly in local negotiations, it is very clear that the *HLDDA* criteria does not support the Union’s stated goal of a province-wide rate. On the contrary, the third criterion emphasizes the importance of the economic situation in the municipality where the hospital is located and the fifth criterion emphasizes the individual hospital’s ability to recruit and retain employees.

Second, is the obvious observation that none of the rates under the CUPE collective agreements at participating hospitals are uniform or standardized notwithstanding that some employees in CUPE bargaining units at different hospitals perform very similar work (no explanation is advanced by the union as to why employees in paramedical classifications should be treated differently than these employees). This, of course, is also the case with hospital employees working in paramedical classifications in different CUPE bargaining units. They do not generally have the same rate of pay as each other and despite the various misguided efforts by interest arbitrators over the years, they do not have the same rate as pay as OPSEU paramedical employees. As emphasized in my dissent in the SEIU Award, there is, in reality, no pattern rates set by the OPSEU central negotiations for paramedical employees.

## **The Union's "Abandonment" of OPSEU Parity**

The Chair (at pp. 20-21) addresses the fact that at almost all of the Participating Hospitals the Union has not pursued parity with OPSEU rates for paramedical employees on a consistent basis over the last several years. The facts are different depending upon the particular hospital being discussed but the circumstances before the Board include situations where the paramedical rates in the hospital bargaining unit are below the OPSEU provincial rates but (i) the union has not proceeded to interest arbitration for many years, (ii) has proceeded to interest arbitration but not advanced a proposal for paramedical wage adjustments, (iii) has been awarded a wage adjustment at interest arbitration at some point based upon OPSEU parity but did not/was not able to maintain parity with the OPSEU Provincial rate in subsequent bargaining , and (iv) other similar instances.

The hospitals in these situations advanced arguments to why the no wage increase for the paramedical classification at issue was warranted even if OPSEU was somehow viewed as an appropriate comparator. In the Award, the Chair dealt with these arguments generally (at pp.20-21) as an argument by the hospitals that the Union had "abandoned" the concept of OPSEU parity. The term "abandoned" is taken from the 2019 local issues decision of Arbitrator Gedalof between the parties cited at page 20 of the Award. In my view, the use of the term "abandoned" in describing the hospitals' arguments on this issue is somewhat inapt. The hospitals' arguments on this point was not that the union was estopped or otherwise precluded from claiming OPSEU parity as suggested by the use of the term abandoned but rather that OPSEU parity was not supported by replication.

Whatever the merit of a particular hospital's argument on this point (which probably varies to some extent depending upon the hospital's particular circumstances), viewed together, the evidence before the Board did not support the use of OPSEU as a comparator on the basis of replication. In this entire round of bargaining, the union was able to point to only four instances where a participating hospital had voluntarily agreed to use OPSEU rates as a comparator for a paramedical classification. There were 77 instances at 22 hospitals



before the Board where union proposals for OPSEU parity had been refused (8 of the 30 hospitals before the Board did not have a classification wage increase proposal based upon OPSEU parity). Like previous bargaining rounds there were numerous other voluntary settlements that did not provide for classification specific wage increases based upon OPSEU parity.

The fact that, with very few exceptions, Participating Hospitals with CUPE bargaining units did not use OPSEU as a comparator for paramedical classifications is all the more striking when it is remembered that this occurred in a context where, for the last 15 years or so, interest arbitrators have said that OPSEU is an appropriate comparator for paramedical classifications. This bargaining round appears to be no different from previous rounds; in the interest arbitration awards relied upon by the Union there are almost no examples (there appear to be two) of a hospital voluntarily agreeing to OPSEU parity for a paramedical classification.

That is, the evidence relating to bargaining between the Participating hospitals and CUPE does not in any manner support the use of OPSEU as comparator for paramedical employees. Since the goal of the replication principle is to approximate what the parties themselves would have done in free collective bargaining, there is no sound basis for ignoring the evidence of what the parties themselves actually do in bargaining. The truth of the matter is that attempted imposition of OPSEU rates from above by interest arbitrators over the last 15 years is not in anyway supported by a principled application of the HLDAA criteria nor by any recognized principles of interest arbitration including, in particular, replication.

### **OPSEU As An Appropriate Basis of Comparison for Paramedical Classifications**

The Chair (at p. 20) asserts that the “appropriateness of the OPSEU centralized rates as an appropriate basis of comparison for paramedical” classifications in the CUPE bargaining units “has been settled”. I strongly disagree with the Chair’s assertion. For the reasons set

out in my dissent in the SEIU Award there is no sound basis to use OPSEU as a comparator for paramedical classifications in CUPE bargaining units. The decisions that do so are bereft of any compelling reasons and are wholly unsupported by a careful review of the HLDAA criteria.

Further, as noted above, the parties themselves have negotiated wage rates for paramedical classifications (and other classifications) having regard to traditional bargaining considerations (e.g. bargaining priorities, local economic and other conditions, pay equity, the internal relativities of the pay grid, recruitment and retention issues, and the inevitable compromises necessary to achieve a deal) rather than the ephemeral goal of matching the rates under another union's provincial collective agreement. The awards referenced by the Chair haven't been followed by the parties themselves because they do not reflect the collective bargaining realities of local CUPE negotiations. These awards ascribe to a doctrine of imposition rather than replication. Rather than flatly assert that the issue of the appropriateness of OPSEU as a comparator is settled, I would have embraced reality and declared that these decisions are wrongly decided, aren't followed by the parties, are inconsistent in the use made of OPSEU rates, create more problems than they purport to solve, and are disrespectful to and destructive of collective bargaining at the local level.

Further, as noted by the Chair (at p.14) other CUPE bargaining units are accepted by arbitrators as the most appropriate comparators when considering classification specific wage increases. It is unclear then why CUPE comparators for paramedical classifications would be jettisoned in favour of centrally negotiated OPSEU rates that have no relevance to the local conditions at the Hospital where the employees in the classifications work.

Although I wholly disagree with the Chair's use of OPSEU as a comparator for the paramedical classifications in which an increase was awarded, I recognize that the awarded increases were significantly deferred.

I also note the Chair's reference (at p.21) to the recent revision to the salary grid in the OPSEU Collective Agreement. Given the timing of the revisions to the OPSEU Collective Agreement and the fact that the Board did not receive submissions from the parties regarding the revised OPSEU Collective Agreement (which sets out the pay grid "Unadjusted By Pay Equity" and a pay grid "Inclusive Of Pay Equity Adjustments Arising Out Of The Central Pay Equity Plan") I also agree with the Chair's decision not to consider the revised OPSEU Collective Agreement.

### **The Pharmacy Technician Classification Pay Increase**

Many of the increases awarded by the Chair relate to the Pharmacy Technician classification which is a paramedical classification found in the OPSEU agreement. The duties of this classification changed at many hospitals in 2015 due to a change in regulation which allowed for a greater scope of work to be performed. The OPSEU Collective Agreement allows an arbitrator to award a pay increase where there is a change in duties and OPSEU filed a grievance seeking an increase to the Pharmacy Technician pay rate under this provision. OPSEU was successful in its grievance and received a 6% increase to the classifications pay rate.

The CUPE collective agreement contains a provision, similar to the one found in the OPSEU collective agreement, which allows CUPE to grieve a change in duties in a classification and seek an increased rate of pay. Any increase in pay awarded by an arbitrator is dependent upon the Union establishing a significant change in duties and the amount of any increase awarded is (presumably) dependent upon the nature of the change in duties implemented by the hospital at which the Pharmacy Technician works.

For almost all of the CUPE locals, there was no evidence before the Board that any "change in duties" grievances relating to the Pharmacy Technician classification had been filed. Quite apart from the fact that, in my view, OPSEU rates are not an appropriate or useful comparator, I would not have awarded any increase for the Pharmacy Technician rate at

these hospitals on the basis that any change in duties warranting an increase had not been properly pursued by the Union at arbitration in accordance with the negotiated process under the CUPE Collective Agreement.

Further, there was evidence before the Board that, at two hospitals, the parties had already implemented a new rate of pay for the Pharmacy Technician classification to reflect the change in duties that had occurred at those hospitals. In my view, there was no basis whatsoever for the Chair to award a further increase to the Pharmacy Technician rate at those hospitals, and certainly not based upon an OPSEU rate that had also been increased to reflect a change in duties in the Pharmacy Technician classification.

### **Conclusion**

Despite my disagreement with the Chair's award of any of the classification specific wage increases proposed by the union, I would like to note the extensive time and tireless energy the Chair committed to the local issues process for the CUPE bargaining units (the Chair has done the same in the local issues process for SEIU bargaining units) which, after Bill 124 was struck down, necessitated the scheduling and hearing of the innumerable local disputes on a very expedited basis.

Dated June 13, 2024

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Brett Christen

Nominee of the Participating Hospitals

## Partial Dissent

I agree with the large part of the Chair's analysis and with the results flowing therefrom, with some additional comments, and with some exceptions.

I agree, of course, that the compensation improvements in the 2023 Kaplan award covering OCHU/CUPE were appropriate, and that they did not 'exhaust total compensation', a phrase used in one of the other central awards without objective explanation and which quickly found its way into all of the employer briefs. The total compensation flowing from the central award was the same naturally for all of these Participating Hospitals, so that at any hospital where the employees were seeking a wage adjustment to match the rate paid at a different hospital, both hospitals had received the same total compensation improvement from the Kaplan award. The concept of 'total compensation' in that context, does not explain why one set of employees should perform work comparable to that performed by another set of employees, but be paid significantly less.

I also agree that there is no legitimate reason to pay paramedical employees at these hospitals less than the rates paid under the centrally negotiated OPSEU/Participating Hospitals collective agreement, which establishes a province-wide norm for those classifications. We do not pay hospital professionals on the basis of which bargaining agent represents them. We pay them according to the valuable work they perform, and the OPSEU central collective agreement represents the industry comparator for those classifications.

I would have done all that I could have to ensure that employees in OPSEU-related paramedical classifications at these hospitals received compensation the same as those covered by the standard central OPSEU collective agreement. Again, there is no 'total compensation' argument for paying significantly different amounts to employees doing the same work at different

hospitals when hospitals are funded the same, lest 'total compensation' becomes not an objectively measured standard, but instead a limitation imposed as a result of vague and subjective feeling.

I do recognize the problem of the OPSEU central grid being amended at the very end of our proceedings, after proposals had been constructed, submitted and argued. This will need to be addressed of course in the upcoming bargaining round. I note that to the extent increases have been made to the OPSEU grid as a result of pay equity, that is the norm in Ontario bargaining. For more than three decades, wages paid throughout Ontario have been subject to differing pay equity plans, and it is always the rates inclusive of any pay equity adjustments that are used as comparators. Indeed, the Memorandum leading to the first OPSEU central grid used as a comparator by prior Local Issues boards made clear that it was inclusive of pay equity adjustments. Nor is the argument made at some hospitals that the OPSEU plan is a separate plan an argument of any moment. Pay equity is undertaken on an institution-wide basis, except for the centrally bargained plans, so that even comparing one participating hospital to another one in the same proceeding, involves separate pay equity plans.

In respect of the meal allowance, I think a more generous result was called for. The recent surge of inflation has hit hardest in respect of essentials like food prices. The central Kaplan award looked in part to the federal PSAC wage settlement, and I would have awarded the same, uniform \$12 meal allowance bargained at the SV occupational table, which covers service employees.

Similarly, the Chair's award in respect of uniform allowance, while understandable in the circumstances of the same Board's SEIU Local Issues award, does nothing for those employees already in receipt of the same amount awarded. Obviously increases to both of these allowances will be necessary in the upcoming bargaining round.

Finally, there were a considerable number of issues and arguments placed before the Board. I wish to note the Chair's efforts in wading carefully through each of these in order to fashion a fair result.

Dated this 13<sup>th</sup> day of June 2024

Joe Herbert

Union Nominee

## **SCHEDULE “A”**

### **APPEARANCES**

#### **Pembroke Regional Hospital**

##### For Pembroke Regional Hospital

Raquel Chisholm – Counsel

Tess Brown – Research Lawyer

Brent McIntyre – Director of Human Resources and Occupational Health & Safety

##### For CUPE/OCHU Local 1502

Aleisha Stevens – Counsel

Ryan Willis – CUPE Researcher

Connie Young – President Local 1502

Joey Allen – Bargaining Committee Chairperson

Angela Keddy – Membership Officer and Bargaining Committee Member

Melissa Hellmig – Steward and Bargaining Committee Member

Marcus Blaszczyk – Staff Representative

#### **Brockville General Hospital**

##### For Brockville General Hospital

Alia Rashid – Counsel

Casie Kenney – Director, People Services

##### For CUPE/OCHU Local 5666

Aleisha Stevens – Counsel

Ryan Willis – CUPE Researcher

Diane Hampton - Chief Steward

Erin Provost – Staff Representative

#### **Cornwall Community Hospital**

##### For Cornwall Community Hospital

Lennie Lejasisaks – Counsel

Brian Todd – Director, Human Resources



For CUPE/OCHU Local 7811

Ryan Willis – CUPE Researcher  
Mattieu Tessier - National Representative  
Renée Bursey - A/Sector Coordinator  
Diane Pecore - Local 7811 President

**Almonte General Hospital / Fairview Manor**

For Almonte General Hospital / Fairview Manor

Paula Campbell - Director of Research, Emond Harnden LLP  
Sarah Cousineau - Integrated Vice President of Human Resources and  
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Alexandra Christie - Integrated Employee and Labour Relations Manager

For CUPE/OCHU Local 3022

Ryan Willis – CUPE Researcher  
Marcus Blaszczyk - National Representative  
Adam Coones - A/Sector Coordinator  
Joel Bentley - Researcher  
Katie Winstanley - Researcher  
Linda Melbrew - Former President & Bargaining Committee Member  
Cathy Doe - Vice-President & Bargaining Committee Member

**Arnprior Regional Health**

For Arnprior Regional Health

David Chondon – Counsel  
Andrea McClymont - VP Human Resources  
Lindsey Burt - HR Business Partner

For CUPE/OCHU Local 2198

Aleisha Stevens - Counsel  
Ryan Willis – CUPE Researcher  
Greg Gillis – Local President  
Jayne Stevens – Local Vice President  
Rebecca Mohr – Local Recording Secretary  
Amanda Cavanagh – Local Secretary Treasurer.  
Marcus Blaszczyk – Staff Representative

## **Carleton Place & District Memorial Hospital**

### **For Carleton Place & District Memorial Hospital**

Paula Campbell - Director of Research, Emond Harnden  
Sarah Cousineau - Integrated Vice President of Human Resources and  
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Alexandra Christie - Integrated Employee and Labour Relations Manager

### **For CUPE/OCHU Local 3323**

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Joel Bentley - Researcher  
Katie Winstanley - Researcher

## **St. Joseph's Health Centre Guelph**

### **For St. Joseph's Health Centre Guelph**

Amanda Cohen - Counsel  
Linda Kett - Acting Director, Human Resources, Employee, Health & Volunteer  
Services

### **For CUPE/OCHU Local 1033**

Ryan Willis - CUPE Researcher  
Edward Harris - National Representative  
Renée Bursey - A/Sector Coordinator  
Mary Jane Craven - President

## **Trillium Health Partners**

### **For Trillium Health Partners**

Bob Bass - Counsel

### **For CUPE/OCHU Local 5180**

Aleisha Stevens – Counsel  
Joe Ricci – Local President  
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Julie Lapointe – Recording Secretary

## **West Nipissing General Hospital**

For West Nipissing General Hospital

Bob Bass - Counsel

For CUPE/OCHU Local 1101

Ryan Willis – CUPE Researcher  
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Renée Bursey – A/Sector Coordinator  
Geordie Cooper – CUPE Local President  
Brian Grant – CUPE Local Vice President

## **Royal Ottawa Mental Health Care Group**

For Royal Ottawa Mental Health Care Group

Jacquie Dagher – General Counsel, Legal Services  
Chanelle Willard – Counsel, Legal Services  
Ashley Sleeth – Labour Relations Officer  
Niroshan Gunaratnam – Labour Relations Officer

For CUPE/OCHU Local 942.00/942.01

Aleisha Stevens - Counsel  
Amir Sigarchi - President  
Lisa Riasyk - Recording Secretary  
Amanda Gomm - Staff Representative

## **St. Joseph's Healthcare Hamilton**

For St. Joseph's Healthcare Hamilton

Alia Rashid - Counsel  
Olivia Evans - Counsel  
Alison Adamowicz - Manager, Employee and Labour Relations  
Paulette Clannon - Senior Manager, Employee and Labour Relations

For CUPE/OCHU Local 786

Ryan Willis - CUPE Researcher  
Charlotte Karli - National Representative  
Renée Bursey - A/Sector Coordinator  
Santino Cimino - President

## **Hamilton Health Sciences**

### **For Hamilton Health Sciences**

Alia Rashid - Counsel  
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Rizwana Khan - Director HR Employee Labour Relations & Workplace Investigations

### **For CUPE/OCHU Local 7800**

Ryan Willis - CUPE Researcher  
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Kim O’Hearn - Vice-President  
Jillian Watt - President  
Penny Lane - Bargaining Committee Member  
Nicole Robinson - Bargaining Committee Member

## **Joseph Brant Hospital**

### **For Joseph Brant Hospital**

Alia Rashid – Counsel  
Olivia Evans – Counsel  
Justine Boyd – Manager, Employee & Labour Relations

### **For CUPE/OCHU Local 1065**

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## **Halton Healthcare**

### **For Halton Healthcare**

Jamie M. Burns – Counsel  
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### **For CUPE/OCHU Local 145.2 (Georgetown Site)**

Aleisha Stevens - Counsel

Eric Witvoet - Local President  
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Nancy MacBain - National Representative

### **Hawkesbury and District General Hospital**

For Hawkesbury and District General Hospital

Paula Campbell – Director of Research Emond Harnden LLP  
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For CUPE/OCHU Local 1967

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Therese Crete - Vice-President  
Sylvie Vandette - Secretary-Treasurer

### **Health Sciences North**

For Health Sciences North

David Chondon – Counsel  
Nathin Lambovitch – Director, Human Resources  
Michelle Durling – Interim Manager, Employee and Labour Relations

For CUPE/OCHU Local 1623 and 1623.01

Aleisha Stevens – Counsel  
Lise Morrisette – Local President

### **Mattawa Hospital**

For Mattawa Hospital

Kathleen Stokes – Counsel

For CUPE/OCHU Local 1465.2

Aleisha Stevens – Counsel  
Julie Cadieux – Chief Steward  
Vicky Lacelle – Local Vice President  
Sean Wilson – National Representative

## **North Shore Health Network – Blind River**

### **For North Shore Health Network – Blind River**

Sara Balagh – Counsel

### **For CUPE/OCHU Local 5171**

Aleisha Stevens – Counsel  
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Melinda Genys – Staff Representative

## **Perth and Smiths Falls District Hospital**

### **For Perth and Smiths Falls District Hospital**

Paula Campbell – Director of Research Emond Harnden  
Jill Cummings – Manager, Human Resources

### **For CUPE/OCHU Local 2119**

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## **Queensway Carleton Hospital**

### **For Queensway Carleton Hospital**

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### **For CUPE/OCHU Local 2875**

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Renée Bursey - A/Sector Coordinator  
Hilder Langwa - Local 2875 President

## **Renfrew Victoria Hospital**

### **For Renfrew Victoria Hospital**

Raquel Chisholm – Legal Counsel  
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Alison Green – Vice President, Corporate Services  
Tim Sonnenburg – Vice- President, Financial Services

### **For CUPE/OCHU Local 1548**

Aleisha Stevens - Counsel  
Ryan Willis - CUPE Researcher  
Sarah Anderson - Local President  
Melanie Dagenais - Local Vice President  
Michelle O'Grady - Chief Steward  
Marcus Blaszczyk - Staff Representative

## **Hôpital Glengarry Memorial Hospital**

### **For Hôpital Glengarry Memorial Hospital**

Dan Palayew – Counsel  
Kate Agyemang – Counsel  
Kayla MacGillivray – Interim Chief Human Resources Officer  
Courtney Maruno – Interim Human Resources Manager

### **For CUPE/OCHU Local 2027**

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Jo-Ann Flipsen-Sauve – Local Vice-President

## **Temiskaming Hospital**

### **For Temiskaming Hospital**

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### **For CUPE/OCHU Local 904**

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Shelly Church – Bargaining Committee Member - Housekeeping  
Tammy Robinson – National Representative

For CUPE/OCHU Local 4404

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**OAK VALLEY – UXBRIDGE HOSPITAL**

For Oak Valley – Uxbridge Hospital

Jordan Kirkness - Counsel

For CUPE/OCHU Local 6364.01

Aleisha Stevens – Counsel  
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Cindy Dowson – First Vice President  
Lorrie Boake – Chief Steward  
Cheri Rivers – Site Vice President  
Leslie Bremner – Staff Representative

**Wingham and District Hospital**

For Wingham and District Hospital

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For CUPE/OCHU Local 4175

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**Oak Valley Health – Markham/Stouffville Hospital**

For Oak Valley Health – Markham/Stouffville Hospital

Jordan Kirkness – Counsel



For CUPE/OCHU Local 3651, 3651.02, 3651.03

Aleisha Stevens – Counsel  
Beth Kesselman – Staff Representative  
Orion Keresztesi – Representative – administrator

**North Bay General Hospital**

For North Bay General Hospital

Zeinab Yousif – Counsel  
Haley D’Angelo – Labour Relations Specialist, NBRHC

For CUPE/OCHU Local 139

Aleisha Stevens – Counsel  
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**Lakeridge Health**

For Lakeridge Health

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For CUPE/OCHU Local 6364

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Carrie Lee – Vice President, Oshawa  
Sheena Brown – Vice President, Port Perry  
Charlene Vandyk – Vice President, Bowmanville  
Ryan Gimblett – Vice President, Whitby  
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**Scarborough Health Network**

For Scarborough Health Network

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Shirley Ward – Director, Human Resources

Aron Howgate – Human Resources Business Partner

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Judi Willcocks – Local President

**Winchester District Memorial Hospital**

For Winchester District Memorial Hospital

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Brenda Fancey – Corporate Manager - Recruitment, Compensation and Benefits

For CUPE/OCHU Local 3000

Aleisha Stevens - Counsel  
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Bonnie Prieur – RPN, Steward  
Corinne Wicks – MDRD Technician, Interim Secretary  
Mathieu Tessier – Staff Representative