In the matter of an arbitration

B E T W E E N:

Royal Ottawa Health Care Group

("the Employer")

And

Canadian Union of Public Employees, Local 942

("the Union")

and in the matter of the grievance Numbers 2014 – RG6 and 2024 - RP5

Elaine Newman, Chair
Joseph Herbert, Union Nominee
Rob Jones, Employer Nominee

Hearings were held by video conference on January 8, March 25, March 27, April 1, August 21, 2025.

Appearances:

For the Union:

Peter Englemann,	Counsel
Emma Pritchard,	Student at law
Kevin Cook,	1st Vice President, OCHU
Amir Sigarchi,	President, CUPE Local 942
Lisa Lascelle,	Vice-President, CUPE Local 942

For the Employer:

Caroline Richard,	Counsel
Niroshan Gunaratnam,	Labour Relations Officer
Alexandra James,	Manager, Patient Care Services, Geriatric Inpatient Unit

A W A R D

Introduction

[1] There are three issues:

1. Union group and policy grievances allege the April 4, 2024 change to the master rotation creates substantial changes to the shifts of Personal Care Attendants and Registered Practical Nurses working in the geriatric unit, in violation of Articles 9.08 of the collective agreement. The Union asserts that the changes triggered layoff protections.
2. The Union further alleges that the Employer negotiated variations from the new master rotation with individual employees, without involving the Union, in violation of Article 5.04.
3. The Union alleges that the implementation of the new master rotation infringed the rights of certain individual members of the bargaining unit, in violation of Article 3.01, and of the Ontario *Human Rights Code*.

[2] This panel is appointed by the parties pursuant to their collective agreement. There is no challenge to jurisdiction. This Award provides reasons for our decision to grant the grievances, in part.

The Relevant Collective Agreement Provisions

[3] The following collective agreement provisions are relevant to our considerations:

9.05 - JOB POSTING

(a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

(b) The postings shall stipulate the qualifications, classifications, rate of pay, department and shift and a copy shall be provided to the Chief Steward

9.08 (A) – NOTICE AND REDEPLOYMENT COMMITTEE

(a) Notice

In the event of a proposed layoff at the Employer of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:

(i) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and

(ii) provide to the affected employees(s) if any, who will be laid off with no less than five (5) months written notice of layoff, or pay in lieu thereof.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of subsequent layoff.

(b) A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:

(I) reassignments will occur in reverse order of seniority;

(II) the reassignment of the employee is to an appropriate permanent position with the Employer having regard to the employees skills, abilities, qualifications and training or training requirements;

(III) the reassignment of the employee does not result in a reduction of the employees wage rate or hours of work;

(IV) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;

(V) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation;

(VI) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order

of seniority provided no such selection causes or would cause a layoff or bumping.

The Employer bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute. The Employer shall also reasonably accommodate any reassigned employee who may experience a personal hardship arising from being reassigned in accordance with this provision.

(c) Any vacancy to which an employee is reassigned pursuant to paragraph (b) need not be posted.

(d) Redeployment Committee

At each Employer a Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 9.08 (A) (a) and will meet thereafter as is necessary.

(I) Committee Mandate

The mandate of the Redeployment Committee is to:

(1) Identify and propose possible alternatives to the proposed layoff(s) including, but not limited to identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Employer which could be performed by bargaining unit employees who are or would otherwise be laid off;

(2) Identify vacant positions in the Employer or positions are currently filled but which will become vacant within a twelve (12) month period and which are either:

(a) within the bargaining unit

(b) within another CUPE bargaining unit, or

(c) not covered by a collective agreement.

(3)Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.

(4) Subject to article 9.11 the Employer will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with

the benefit of retraining, an employee has become able to meet the normal requirements of the job.

(5) any dispute relating to the foregoing provisions may be filed as a grievance commencing at Step 2.

(II) Committee Composition

The Redeployment Committee shall be composed of equal numbers of representatives of the Employer and of the Union. The number of representatives will be determined locally…

Meeting of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed work time for which the representative(s) shall be paid by the Employer at his or her regular or premium rate as may be applicable.

Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternative meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

(III) Disclosure

The Employer shall provide to the Redeployment Committee all pertinent staffing and financial information.

(IV) Alternatives

The Redeployment Committee or where there is no consensus, the committee members shall propose alternatives to cutbacks in staffing to the Employer's Chief Executive Officer and to the Board of Directors.

At the time of submitting any plan concerning rationalization of services and involving the elimination of any position(s) or any layoff(s) to the District Health Council or to the Ministry of Health, the Employer shall provide a copy, together with accompanying documentation, to the Union.

9.08 (B) – Retirement Allowance

Prior to issuing notice of layoff pursuant to article 9.08 (A) (a) (ii) in any classification(s), the Employer will offer early retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification who would otherwise receive notice of layoff under article 9.08(A)(a) (II).

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum of fifty-two (52) weeks' salary.

9.08 (C) -Voluntary Exit Option

If after making offers of early retirement, individual layoff notices are still required, prior to issuing those notices the Employer will offer a voluntary early exit option in accordance wit the following conditions …

3.01

ARTICLE 3 • RELATIONSHIP

3.01 - **NO DISCRIMINATION**

The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Employer by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity, or place of residence. The Employer and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of his activity or lack of activity in the Union.

5.04 - NO OTHER AGREEMENTS

No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representative(s) which conflicts with the terms of this agreement.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

Factual Background

[4] The Employer, a public hospital, reassessed staffing needs in 2022. It engaged a third party, Workforce Edge, to review the current scheduling to determine whether improvements could be made. In July 2022, the third party presented a project to both Employer and Union that would be initiated with a survey administered to employees regarding their needs and preferences.

[5] A pilot project was implemented in the Geriatric Inpatient unit. The intent was to move toward a greater number of both full and part time positions among both Personal Care Attendants ("PCA's") and Registered Practical Nurses ("RPN's"). The changes contemplated were in the interests of both parties.

[6] In September 2023 the Union and the clinical managers began a series of meetings intended to result in a new master rotation schedule for the PCA and RPN classifications. They met on September 12, 26, October 5, December 29, 2023 and January 4, and 8, 2024. The Redeployment Committee first met on January 24, 2024, at which there was disagreement between the parties. The Committee met again on January 31, 2024.

[7] From the outset of discussions, the Union was opposed to 12-hour shifts. Accordingly, further options did not include that alternative. The Union expressed a preference for its members to undergo as little change as possible. The option that best

reflected that preference was adopted for consideration. The issue then became one of implementation.

[8] In December of 2023 the Employer proposed that the master rotation be shared with the PCA's and RPN's to give employees an opportunity to review the changes before any implementation took place. The Union took the position that Notice of Layoff must issue under article 9.08 before the new master rotation was shared.

[9] The evidence diverges from here. The Union asserts that agreement was reached on what employees would be subject to which changes – who would undergo changes that had little impact on their current shifts and would be considered re-assignments, and who would necessarily undergo substantial changes that would be considered layoffs.

[10] The Employer asserts that in those meetings no agreement was reached – there was merely a process of tracing through examples of how the Union position would be implemented and determining what the result would be if the Union position were adopted.

[11] After the meeting of December 29, 2023, it became apparent that the parties were at odds on the mechanism for implementation.

[12] The Employer did issue a notice on January 11, 2024 (not a "Notice of Layoff", but a "Notice of Elimination") advising all employees that the Geriatrics Department had made a decision with respect to a new master rotation, slated for implementation April 1, 2024. The Notice stated that implementation will result in reassignments, substantial changes to lines, and that the Notice served as the 5 months' notice required by article 9.08 (A) of the collective agreement.

[13] CUPE was asked to, and did, maintain confidentiality of the proposed new master rotation pending the work of the Redeployment Committee, which held its first meeting on January 24, 2024. It was at this meeting that Director level people from the Human

Resources Department, including Alicia Bouchard, Director, participated in the discussions, and it became apparent that the parties were not in agreement. Bouchard announced that layoffs would "cause chaos" and there would be no layoffs if there were not job losses.

[14] The Employer asserts that during the first Redeployment Committee meeting the parties talked about re-assignment, that they reached some agreement about the changes for some full and part time PCA's and RPN's, but did not reach agreement on all staff.

[15] The Redeployment Committee met again on January 31, 2024. CUPE took the position that, with the exception of some employees for whom changes would be minor, there were several for whom the new shift would not be the same or substantially similar, and for whom layoff options were applicable.

[16] The Employer took the position that article 9.08 (b) (vi) provided a process through which the change could be made in a less disruptive manner.

[17] At this point, communication broke down between the parties.

[18] The Union asserts that the Employer disregarded the Redeployment Committee, issued a Notice of Retraction on February 16, 2024, and proceeded to unilaterally implement its own process of presenting employees with the need for shift changes, presenting options, entering into and completing discussions with individual employees, and cutting the Union out of all discussion and consultation.

[20] The parties met on February 21, 2024. The Union had been expressing its view that each bargaining unit member should be brought in, that the Union should present information and options, and that individual regard should be had to each member. The Employer advised of the process it intended to implement - which was not to issue layoff notices or go through a layoff process. It intended to send a letter to those with FTE equivalency which did not fit purposefully into the new master rotation, and to provide

those employees with a few options (for example, Rhodoro Lerit, who worked a .8 line, would have the option of increasing her hours to a 1.0 FTE, or remaining at her .8). Following this step the Employer sent email correspondence to the other employees advising them of the available lines in the new schedule. Employees were advised they would be contacted in order of seniority – most senior first – and invited to select from the available lines the shift that best suited their preference.

[21] On February 23, 2024, the Employer's letter was issued. On February 26, 2024, the new master rotation was posted. Full time PCA's, then part time PCA's, full time RPN's and then part time RPNs were called in that order. Alexandra James, Manager Patient Care Services, Geriatric Inpatient Unit, contacted employees, advised them that they were next entitled to select their new line, gave each the option of picking any of the available lines, and provided opportunity to remain at the same schedules. Some employees were offered the opportunity to increase their hours of work. Most of the more senior employees chose the same line as they had before.

[22] James, who it was apparent to the arbitration board, had good intentions but little knowledge of the detailed provisions of Article 9.08 of the collective agreement, tried to solve a number of problems with some employees. In some cases she changed the available line to meet the employee's preference, such as changing a day/night rotation to nights only. In some cases she reduced the point code for an available line. In respect of some of the least senior employes, she advised that the available lines could not be changed, but she would not oppose an arrangement in which the employee swapped shifts with another employee. So, for example, a mother who could only work evenings (needing days to care for two children with special needs) would only work evenings, so long as her co-worker agreed to the swap. James did not bring the Union into these discussions but engaged directly with employees.

[23] Some employees were disturbed to learn of the impending change to their shifts. Several contacted the Union, expressing concern for the fact that they had posted for specific positions and specific shifts that formed part of the posting to which they applied.

Others expressed fear and frustration for the personal hardship the available line would present for them, given their family status or personal circumstances. Although some were able to arrange shift swaps with co-workers, they held concerns that if the co-worker changed their minds, or left the workplace, their rotation would have to change. The uncertainty of *ad hoc* arrangements that depended on the good will of co-workers was stressful to these employees.

[24] The Union added these employees to its group grievance and assured its disgruntled members that it would pursue the grievance. Three individuals provided evidence at hearing to illustrate the issues caused by the changes to their shifts.

The Evidence

[25] The matter came to hearing without a clear agreement about which facts were, or were not, in dispute. Much evidence was called, but the points of disagreement are limited to the question of what was said when, and what was and was not agreed upon. Ultimately, the parties disagree about whether the changes made to shift schedules in the Geriatric In-patient Unit constitute layoffs or whether they fall properly within the Hospital's ability to reassign set out at 9.08 A (b); and in some cases, whether reasonable accommodation was made for family status issues and cases of personal hardship.

[26] This Board heard evidence from several witnesses who provided meticulous detail on what was discussed and what was recorded in the meetings of the bilateral working group and the Redeployment Committee. We summarize, and do not include all of that detail in this Award, having concluded that regardless of what any of the participants thought, and notwithstanding the considerable effort of those involved in the discussions, the case will turn instead on whether in the end the Hospital's actions did, or did not conform to the collective agreement rather than to disputed statements of intent. The issue

for this Board is not whether it was agreed at meetings that layoff notices would issue – the issue is whether those notices are required under the collective agreement.

[27] **Amir Sigarchi**, Local President, testified that the Union brought considerable energy and attention to the task of working through the problem with the representatives of the Employer. He believed that agreement had been reached on several critical points, most importantly, the identification of those employees who would be facing significant changes to their shifts (such as moving from straight shifts to rotating shifts, or from evenings to days) and for whom layoffs would be triggered. At no time did the Union waive the rights of any of its members. Members rejected the idea of 12-hour shifts, and sought protection for the straight days, evening or night shifts stated in the postings of positions for which members competed and earned in consequence of their seniority.

[28] It was important to the Union, and clearly stated verbally and in emails, that the Union required a process through which individual meetings would be set with members, in order of seniority, over a period of several days, and each employee would be advised of their rights depending on the details of their change (layoff or re-assignment). To enable that individualized process, the Union was against posting the proposed or implemented new master rotation.

[29] Sigarchi had concerns with the first meeting of the Redeployment Committee on January 24, 2024. Alicia Bouchard attended for the first time. Minutes of that meeting were provided. For the first time in the course of the discussions, Bouchard took the position that unless there is a job loss, there is no layoff. She said that no lay off notices would be issued. That would, in her view, cause "chaos".

[30] Sigarchi immediately set a meeting with Carol Anne Cummings, Director of Geriatrics. He expressed concern that all the work the Union had completed with her, and

with others in the bilateral discussions, would be disregarded. He left that meeting with some understanding that his concerns would be discussed. Further discussions, however, were not fruitful.

[31] The Employer implemented changes unilaterally. It had issued its January 11, 2024 "Notice and Redeployment Re Master Rotation Changes", advising that the layoffs would be implemented in accordance with language from Article 9.08 (A). On February 16, 2024, it retracted that Notice.

[32] The Union took steps to assure its members that it had no knowledge of the changes that were made to individual schedules. It had not approved the changes. It undertook to grieve the changes, and individuals were advised to contact the Union to explain their circumstances and discuss options.

[33] The Union was advised by some members that the Employer, through its department managers, negotiated individual changes and accommodations to their schedules without involving or notifying the bargaining agent.

[34] No bargaining unit member received notice of layoff, nor was any bargaining unit member offered access to the layoff and displacement provisions of the collective agreement.

[35] It would not do justice to Mr. Sigarchi's evidence to omit mention that he invested heavily in the process of trying to work with the Employer's representatives to achieve an outcome that was fair and sensible for both parties, while respecting the rights of bargaining unit members under the collective agreement. He thought his work had paid off and that agreement was reached. He was frustrated and felt betrayed by what he perceived to be the Employer's change in approach in early 2024, and asserted that the Union was disrespected and disregarded as the Employer sought to negotiate with individual bargaining unit members. He was especially upset to hear that Union members were told

that the Union had supported changes to member's schedules that were significantly different and in some cases generated personal hardship and human rights violations.

[36] Lisa Lascelle was Chief Steward at the time, then became Vice President of the Local. She attended the meetings of the bilateral working group and participated in a critical way by developing the means for tracking the discussions and elements that the Union thought had been agreed. She testified that everything had been decided by the group before January 24, 2024 – who would be reassigned and who would be issued layoff notices. The Union wanted first to meet with employees individually, which would take 15 – 20 minutes each. The Employer wanted to move more quickly.

[37] Lascelle wanted a document that would easily provide reference for the changes, and modified the template that James had provided to suit that purpose. James had provided a list of names and seniority. When she provided the document it was noted that names were left off, and James corrected it. Lascelle says they eventually agreed on the document, the final version of which was produced on January 9, 2024.

[38] Lascelle insists that before January 2024, the Employer had agreed to issue layoff notices to everyone on the list who was not reassigned.

[39] Alexandra James is the Manager, Patient Services Geriatric Inpatient Unit. She is responsible for managing the unit and is responsible for scheduling. She explained that prior to the events here discussed, and in the wake of the pandemic, there had been scheduling problems of inconsistency, with occasional periods of short staffing, some occasional overstaffing, and too much overtime. James is a clinical manager, doing her best to minimize scheduling issues in the interest of providing consistent patient care. She relies on those with greater labour relations experience in the Human Resources Department to interpret and apply the collective agreement.

[40] Her evidence differs from that of Amir Sigarchi on the following points discussed below.

[41] James says that although the meetings of September 12 and September 25, 2023 were productive, it was not until the meeting of December 29, 2023 that the Employer clearly understood how the Union saw the implementation of the master rotation taking shape. Rather than having agreed to the specific implementation steps for individuals, she says "we were hypothetically seeing where they would land – from senior to least senior". However, the majority of the Panel took her evidence under cross examination to be that the parties were in agreement on the process of implementing the change to the master rotation until January 24, 2024.

[42] James said that employees moved from straight to rotating shifts, and those moved from one shift, such as evenings, to another, such as days, would trigger layoff entitlements. No one representing the Employer in the discussions ever took the position that change from a straight shift to rotating shift was a move to the same or a substantially similar shift. There had been agreement on what constituted re-assignment and layoff.

[43] The process, and the agreement continued in the meetings of January 4 and January 8, 2024. It was January 24, 2024 when Alicia Bouchard became involved in the discussions of the Redeployment Committee and sought a method of avoiding layoffs.

[44] The Employer decided it would proceed to implement changes unilaterally, in a way that would, it believed, avoid layoffs, and offer available lines to employees based on seniority, while making individual adjustments as necessary to meet employee needs as best it could.

[45] The "Notice of Elimination" was retracted, and the process implemented.

[46] Stefan Trivunovic is Manager Patient Care Services Geriatric Ambulatory. He attended four meetings, but does not remember the dates.

[47] He confirmed that there seemed to be some agreement between the Union and the Employer's representatives in all meetings, until Alicia Bouchard (who we note was not called by the Hospital to testify) brought a different view to the discussions. When asked if he agreed to lay off employees during these meetings he testified that he did not have the authority to agree to layoffs. Concerned primarily with patient services, his interest was to implement the required changes with the least disruption to service and patient care.

Individual Issues

[48] Alexandra James had one-on-one discussions with several individual bargaining unit members, including the three who provided evidence on behalf of the group. She made unilateral adjustments to their schedules in response to the concerns each of them raised with her. She did not involve the Union in these discussions and did not advise employees to do so.

[49] James confirmed that no employee who was changed from a straight to a rotating shift was given notice of layoff or offered layoff protections. Nor did any employee who was being moved from a straight evening to a straight day, or any other configuration. No employee was provided with notice of layoff in any circumstances generated by the implementation of the changes to the master schedule.

[50] The Union did not call the evidence of every individual participant in the group grievance, but introduced, as examples, representative evidence of three individuals.

[51] Rhodoro Lerit is a PCA who, before the change, worked straight days, working eight shifts every two weeks (.8 FTE). She applied for and won her posting to the Geriatric Inpatient Unit North in June of 2022, working straight days so that she could assist with the care of her grandchildren.

[52] She was offered either a rotating day/night shift or a day/evening shift, neither of which would enable her to provide childcare. She did not want either rotating shift. (She was also offered the option of increasing her hours to a 1.0 FTE in the rotating shift.)

[53] Lerit spoke with Alexandra James. Her evidence is that she told James about her childcare obligations. James told her that rotating shifts would be her only option. Lerit opted for the day/evening rotating shift, at 1.0 FTE, then individually arranged with a co-worker to work his days while he worked her evenings. This arrangement was approved by Alexandra James. This works out most , but not all of the time for Lerit, and she has had to reduce her childcare availability, causing her children to lose work. She expresses anxiety for the arrangement – unsure if her co-worker will continue to agree to the shift swap.

[54] Working her current rotating shift, Lerit is not exclusively working on Geriatric North, but is assigned on a daily basis to Geriatric North, South, Long Term Care or Forensics.

[55] No layoff notice was provided to Lerit. The Union was not involved in the individual discussion she had with James.

[56] James confirmed Lerit's evidence. James said that when employees arranged their own shift switches, these are reviewed annually for approval. Lerit's switch had been approved in 2024.

[57] James said that she knew that Lerit cared for grandchildren, but that "no formal request for accommodation based on family status was discussed. She had not expressed hardship after the change". James said that in order to be a formal request for accommodation, the request would have to come from Human Resources or Occupational Health.

[58] Linda Minglelinckx is a PCA who has worked at the Employer since 2006. About eight years ago she was successful in posting into a full-time permanent position in

Geriatrics North, working full time nights at 1.0 FTE. The night shift was important to her for two reasons. She lives in Glen Cairn Kanata South and bus service is neither easy nor reliable, and she cared for her elderly parents during the day. While her mother was alive, Ms Minglelinckx would work her night shift, sleep in the day, visit her mother in her nursing home and assist the staff with her dinner and bedtime, then leave for work from the nursing home. She visited her mother seven days a week, following this routine on each day that she worked.

[59] She was upset with the new master rotation because none of the lines showed straight night shifts. Two lines showed rotating days/nights, and she chose the one that started with nights. Once the new shift began, she used sick time and vacation time to avoid the day shifts, trying to continue to see her mother daily until she died. In the last few months of her mother's life, she could not see her mother every day because working days made this impossible. She would have to wake up at 4:30 a.m., travel to the Employer, do the day shift, and was so exhausted from that schedule that she had to sleep. The additional travel time from home to the nursing home, rather than going directly to the nursing home from work, made daily visits impossible for her.

[60] The day shift proved difficult for Ms. Minglelinckx. The work was more demanding, and she did not know the routine. She encountered unpleasantness from a co-worker when she asked questions, leading to a harassment complaint that was mediated within the unit. She took sick days and vacation days off to avoid the day shift. An individual grievance was filed which will not be addressed here.

[61] She had spoken with Alexandra James about the personal hardship caused by the change, and was told she could join the float team and continue to work nights. She understood that meant she could be assigned anywhere in the Hospital, and that did not appeal to her. She had been on Geriatric North for nine years and enjoyed that work.

[62] She contacted the Union, but did not say anything about parental care in that email. She chose "to keep her personal life private". Her evidence is that James knew about her

parental care routine, because she was her manager and she had conversations with her about her circumstances.

[63] James testified that Minglelinckx told her she wished to continue on full time nights. James was aware that her mother was in a nursing home and suggested that a float shift might enable her to work nights and maintain her current arrangement. James offered to build that shift for her. A float shift in this instance means the employee will not always be assigned to the same unit, in Ms. Minglelinckx' case Geriatric North, but would sometimes instead be assigned to work on a different unit (or, using the words of 9.08A(b) which are significant in this instance, a different *area of assignment*), and in this case Geriatric South.

[64] Minglelinckx prioritized remaining in the same work area, one that she had worked on continuously since her hire in 2021, and said she would prefer to remain in Geriatrics. James acknowledged that Minglelinckx was a senior with 20 years' seniority but did not get the shift she wanted.

[65] Virginia Mukakarageya is a PCA who won a permanent full-time position in Geriatrics North in 2019, working straight evenings. Evenings were important to her because she has two grown sons who live with autism disorder, one of whom is non-verbal and requires constant care. Her husband works days, and evening shifts allow her the ability to attend to her son, supervise and take him to appointments, and then get to work for her 3:00 pm start. She has no other family in the Ottawa area available to help. She was very upset by the news that her straight evening shift was being removed, and worried that she would have to move to a casual position.

[66] Mukakarageya was offered a days/evening rotating shift and took that because she had no choice.

[67] James testified that she spoke with Mukakarageya about her shift changes when she encountered her at the nursing station in a state of upset. James knew about her sons' needs, and was concerned about her issue. James tried to help. Knowing that another co-

worker worked full time days, she suggested that Mukakarageya arrange a switch with her. The two employees had that discussion, advised James that they were in agreement, and James made the necessary change to the available line to remove the one day shift that Mukakarageya could not work. The Union was not involved in these discussions.

[68] James testified that she was willing to look at options, including a float position with evenings only. She was open to looking at options if they couldn't find anything that worked for her. James explained that once the shift swap was made, Mukakarageya seemed "in good spirits". James considered the matter resolved.

[69] Mukakarageya, however, denied that James had offered her a float position that would have offered straight evening shifts. Contrary to the evidence of James, she says that no such offer was ever made.

[70] The situation of being offered the rotating days/evenings, was very stressful for Mukakarageya, raising the spectre of losing her job in order to attend to her family responsibilities.

[71] Medical documentation was made available to the Union, in support of its grievance. This was not made available to the Employer at the time.

[72] James testified that with her current appreciation of Mukakarageya's son's needs, she would support a family status accommodation in future, if the shift swap proved a problem.

The Positions of the Parties

[73] Each party advanced detailed argument on the intention of the failed discussions that took place between September 2023 and January 2024. It is our view that, at the end of the day, nothing turns on whether there was or was not agreement on how to implement that master schedule change before January 24, 2024. The point, and the issue that this Board must determine, is whether the actions of the Employer violated the collective agreement. We do not, therefore, review the arguments advanced in respect of that detailed chronology.

[74] The Union asserts that the Employer violated Articles 9.08, 3.01 and 5.04 of the collective agreement. In the Union's view, the Employer implemented a unilateral change to the master schedule that triggered layoff protections for bargaining unit members, however it failed to issue Notice of Layoff, offer any of the protections or options available to bargaining unit members under the contract, entered into discussions with individual bargaining unit members to negotiate their shift assignments without engaging the Union, and in several cases, violated the collective agreement and Human Rights protection of individuals.

[75] The Union argues that the changes to the master schedule included changes that affected the critical job interests of employees. Changes from a straight to a rotating shift, and changes from evenings to days, for example, cross the bright line of distinction between a mere re-assignment and a layoff.

[76] The Union submits that the onus is on the Employer to prove that the changes we mere re-assignments, and the onus has not been met.

[77] The Union seeks declarations of violation, and referral to the parties to determine the terms of resolution.

[78] The Union relies on the following authorities:

St. Joseph's Healthcare Hamilton v Canadian Union of Public Employees, Local 786, 2015 CanLII 18978

Scarborough General Hospital v. CUPE, Local 1487, 2004 CarswellOnt 11139

Participating Hospitals v Participating Local Unions of the Canadian Union of Public Employees, 1999 CanLII 20405 (ON LA)

Health Sciences North v Canadian Union of Public Employees, Local 1623, 2019 CanLII 109967 (ON LA)

Scarborough Hospital v. CUPE, Local 1487, 2006 CarswellOnt 760

Ross Memorial Hospital v CUPE, Local 1989, 2019 OLAA No. 101

Cornwall Community Hospital and CUPE, Local 7811, 2019 CarswellOnt 541

Cornwall Community Hospital v Canadian Union of Public Employees, Local 7811, 2019 CanLII 16851 (ON LA)

CUPE, Local 5852 v Scarborough Health Network, 2025 CanLII 44316 (ON LA)

Canadian Union of Public Employees, Local 2119 v Perth and Smiths Falls District Hospital, 2024 42121 (ON LA)

Canadian Union of Public Employees, Local 2424 v Carleton University, 1998 CanLII 18245 (ON LRB, Whittaker)

Ontario Gaming GTA Limited Partnership v Unifor, Local 1090, 2018 CanLII 54553

Lakeridge Health Corporation v Canadian Union of Public Employees, 2018 CanLII 142423

The Position of the Employer

[79] The Employer argues that the implementation of the change to the master schedule constituted re-assignment of employees, and not layoff, as defined by Article 9.08. In factually similar cases, the jurisprudence has demonstrated that the flexibility intended by the originating language of Arbitrator Adams in *Participating Hospitals* 1999 CanLII 20405 requires that this interpretation govern.

[80] The Employer argues that there was no layoff. No one lost hours. No one lost a job. Employees were invited to select their new shift according to their seniority. Most employees were satisfied with the changes. Those who were not, and who clearly made their needs known, were addressed individually, and offered or provided with adjustments that suited those needs. Those requiring accommodation were accommodated. There was no loss of a critical job interest.

[81] The Employer submits that employees who wished to involve their Union did so. No one was prohibited from, or restricted in their access to, Union advice or assistance.

[82] The Employer further argues that the reassignments complied with Article 9.08 (b). It argues that Article 9.08 (b) (vi) applies in situations where more than one employee is re-assigned, as in this case. It provides the protocol for the re-assignment, stating that the

reassigned employees shall select from the available appropriate vacancies in order of seniority.

[83] In respect of the individual cases that were addressed in evidence, the Employer argues the following.

[84] Rhodero Lerit asserted no violation of a Human Rights protected ground. Her wish to provide care for her grandchildren was communicated, and if it amounted to a "personal hardship" under section 9.08 (b) of the collective agreement, was addressed by James. Lerit picked a shift that her seniority made available to her, and James approved a shift swap with a co-worker for one change.

[85] This was neither a significant change for Lerit, nor did it disregard any personal hardship. This was a re-assignment.

[86] The Employer asserts that Linda Minglelinckx, who had high seniority and had previously worked a night shift, had a choice determined by seniority to accept a rotating shift. Linda wrote to her Union, expressing her preference for straight nights because of her transit issues. She did not assert the parent care issue. The Union did not intervene in the discussions with James, but did file a grievance. In any event, the Employer addressed the personal hardship of this employee by offering her straight nights on float position. She rejected that option.

[87] James' offer of straight night shifts on a float team to Minglelinckx would not have amounted to a significant change, and would have addressed this employee's personal hardship. No critical job interests were affected.

[88] The Employer acknowledges that Virginia Mukakarageya, who previously worked straight evening shifts, and whose seniority entitled her to choose available rotating shifts, had a family need to provide care for two sons with special needs. She wrote to the Union expressing this concern, and provided medical information to the Union. This was not provided to James. The Union filed the grievance.

[89] James arranged for Minglelinckx to work only evening shifts by assisting with and approving a shift swap with a co-worker. She has not worked a day shift since the schedule change. It is the Employer's position that Ms Mukakarageya was appropriately accommodated on the ground of her family status under Article 3.01. She was re-assigned to a substantially similar shift. No critical job interests were affected. As noted previously, James testified that she had offered to explore an evening float position, Mukakarageya denied that this offer had been made.

[90] The Employer relies upon the following authorities:

Ottawa Hospital v. Canadian Union of Public Employees and its Local 4000 (Job Posting Grievance), [2023] O.L.A.A. No. 322.

Central Okanagan School District No. 23 v. Renaud, 1992 CanLII 81 (SCC).

Analysis and Conclusions

[91] We have noted that although detailed evidence was called regarding the meetings conducted between the parties to implement change in a consensual manner, nothing turns on the issue of what was and was not the subject of agreement in those discussions. It is undisputed that following a series of meetings in which the circumstances of individual employees were assessed and considered, the parties failed to agree that the changes would trigger layoff protections. The undisputed fact is that the Employer implemented its

change to the master schedules in the Geriatric Inpatient Unit unilaterally. In the view of the majority, it did so in disregard of Articles 9.08 and 5.04.

[92] We begin the analysis by providing reasons for our conclusion that by moving employees from straight shifts to rotating shifts, by moving employees from any straight shift of days, evenings or nights to another, the Employer triggered layoff protections.

[93] It is our view that all subsections of Article 9.08 (b) must be considered. No single subsection takes precedent over another. The historic bargain that led to the award of this language requires this reading.

[94] The award issued in *Ottawa Hospital v. CUPE 4000*, relied on here by the Employer, sets out the origin of article 9.08. This was language awarded by Arbitrator Adams in the 1999 *Participating Hospitals award,* for the purpose of providing greater flexibility to the Employer in its ability to transfer and re-assign employees without triggering the burdens of issuing layoff notices and administering the oft times complex and detailed consequences that flow from taking that step. The language of article 9.08 makes it clear that the Employer will have the requisite flexibility to move employees from one position to another, that not every change to working conditions will trigger layoff protections, but that certain critical job interests will be protected. Contrary to the position taken by at least one management member who testified in this case, it is not accurate to assume that layoff is only triggered when a job is lost.

[95] As stated in the *Ottawa Hospital* case, that was not the intent of the Adams language and not the meaning that subsequent cases have attributed to it. As quoted in the *Ottawa Hospital* case, the language of article 9.08 was intended to provide a carefully balanced exception to the broader definition of layoff, while protecting the stability of critical job interests of bargaining unit members:

35 The intent of the article was described in the following terms by Arbitrator Goodfellow in *North Bay Employer* as follows:

> Article 9.08(b) was a product of the 1999 interest arbitration award of George Adams. Its purpose was to afford the Participating Employers a limited form of relief from the extensive obligations associated with layoffs where there was other work for employees to perform. Because it was a concession to the Employers, and a "takeaway" to the rights previously enjoyed by the Union and its members, its scope was narrowly defined. The Employers would only be able to avoid the full weight of the layoff obligations if certain tightly defined criteria were met. The result was a process not wholly dissimilar to that which applies to layoffs -- with the emphasis on seniority in the first and last paragraphs -- and a search for an alternative position that has certain of the important characteristics of the one that is being eliminated.

[96] There is consensus in the jurisprudence that as individual cases are considered, guidance will be had from the “bright line requirements” that attach to those critical job interests. These include protection from substantial changes to shift or rotation, as Arbitrator Burkett stated in *Scarborough Employer v. CUPE Local 1487* , *supra*:

[Arbitrator Adams made the change] "in order to respond to ‘the Employers' need for greater flexibility if they are to respond to the twin impacts of reduced funding and restructuring’":

> 13 As noted, the Employer does not dispute that when article 10.01 is read in conjunction with article 9, the "layoff" referred to in article 10.01 includes the giving of notice of layoff. Article 9.08(b), as awarded by Arbitrator Adams in 1999, identifies the job interests that must be protected in order to avoid a layoff and the requirement for the giving of notice of layoff. As is clear from a reading of the Adams award, article 9.08(b) was intended to provide the Employer with increased flexibility in responding to fiscal restraints and pressures -- albeit with carefully defined limits. The Employer gains the flexibility to reassign without triggering seniority rights if the reassignment does not result in a reduction of the employee's wages or hours of work; if the reassignment is within the employee's original work site or at a nearby site in terms of relative accessibility; and if the reassignment does not result in a substantial alteration to an employee's shift or shift rotation. These are bright line requirements that must be met if the seniority rights triggered by the giving of notice of layoff and, at the same time, the prohibition against contracting out in article 10.01 are to be avoided.

[97] In *Ottawa Hospital,* it was found that six employees whose positions had been moved to a location two kilometres away, but whose terms and conditions of work

remained unchanged, had not been laid off within the meaning of article 9.08. The facts of this case are different. In this case, shifts were unilaterally changed. Some who had bid into straight shifts had access only to rotating shifts. Some who worked straight shifts had access only to shifts that were either rotating or straight at different times of the day. It is the view of the majority that such changes are not changes to a shift that is substantially the same, and that they fall outside of the narrowly construed exception to the definition of layoff that this collective agreement provides. As Arbitrator Burkett described them, these changes constitute "a substantial alteration to an employee's shift or shift rotation".

[98] The nominee members of this Board participated in the instructive case of *Cornwall Hospital,* in which they and Arbitrator Parmar considered a situation in which the grievor had been moved from straight days working 7:00 a.m. to 3:00 p.m. to twelve hour shifts from 7:00 a.m. to 7:00 p.m. Only one of her weekly shifts remained the same. In considering the collective agreement before them, (which contained specific provisions regarding the 12 – hour shift), and in allowing that grievance, they noted:

> 29. In considering these components, it has been noted that there is no "bright line" that will indicate whether the test in Article 9.08 has been met. It is important, however, to keep in mind that the purpose of the test is to ensure the critical interests of employees are protected despite the fact that Article 9.08 is permitting Employer actions which, but for the exception carved out by Article 9.08, would trigger the layoff provisions. For this reason, it is important to consider not only how many of the shift parameters are the same, but also how significant is the difference in any particular parameter. A change in any of the parameters, unless it is only an insignificant change, can result in a failure to meet the "substantially similar" test.
> 30. This is apparent from the decision of Arbitrator Mitchnick in *Scarborough Employer, supra*. In that case grievors who previously worked 8-hour day shifts were reassigned to 12-hour shifts that included night shifts. Arbitrator Mitchnick concluded the change from days to nights was enough, in and of itself, to conclude the reassignment was not to a substantially similar shift.
> 31. With respect to evaluating the significance of the shift change, he stated this was the case, "particularly when one bears in mind once again that Mr. Adams' clause is an

> abrogation of seniority rights, and the way such seniority rights typically are used". Arbitrator Mitchnick's comments indicate that "substantially similar" should be interpreted in the context of the critical interests for which employees typically utilize their seniority rights. That is, one should consider the impact of the change in the shift schedule in the context of how seniority rights are practically used by employees. Article 9.08A(b) was not intended to give Employer's flexibility at the expense of employees' ability to exercise their seniority rights to obtain particular types of shift schedules. We agree. Arbitrator Mitchnick recognized that employees typically use seniority rights, by way of job postings for example, to obtain a schedule of day shifts as opposed to night shifts. For this reason, he concluded such shifts could not be considered "substantially similar".

[99] Following this approach, it is the view of the majority that in this case, where the collective agreement stipulates that the shift is a required element of the job posting, and that the exercise of seniority rights is an essential element in job competition, the scheduling changes initiated by the Employer fall outside of the exceptions stipulated in Article 9.08 (b). These were not re-assignments, but constituted changes that triggered the appropriate collective agreement layoff protections.

[100] Several elements of the evidence must be addressed in this case.

[101] First, the language of Article 9.08 (b) includes protection from changes that will cause "personal hardship". The Board heard evidence that once the discussions between the parties broke down in early 2024, the Employer not only acted unilaterally to implement the change to the master schedule, but engaged in individual negotiations with employees, without including the Union in its consideration of the terms and conditions of bargaining unit members. It has been noted that two individual members who form part of the group grievance did contact the Union to advise that they had been offered substantially different shifts that caused them personal hardship. The information they provided was not shared with the Employer. Instead, the Union proceeded to file the grievances.

[102] When individuals met with Alexandra James to review available shifts, to discuss individual circumstances and explore solutions to their problems, the Union was not consulted. This, the majority concludes, is a violation of Article 5.04 of the collective agreement, and it is so declared. Whether due to her lack of familiarity with the requirements of the collective agreement, or acting under instructions from superiors, James did not put alternatives or potential solutions to the Union, the employees' exclusive bargaining agent. Even if acting in her capacity as problem solver and with the interests of the individuals in mind, she erred in that respect.

[103] Article 5.04 exists to prohibit exactly this sort of negotiation with individual employees. Individual employees may not have complete appreciation of their collective agreement protections. They may feel intimidated when offered options by their managers. They may wish to protect the privacy of their personal lives and be reluctant to detail their needs. They need the presence of their Union in these discussions to inform, advise and advocate. Even those bargaining unit members who did not experience personal hardship or human rights violations due to the shift changes were entitled to the presence of their Union in individual discussions to ensure that their seniority rights were being appropriately interpreted and applied to the situation.

[104] The disregard of the Union in these discussions caused harm not only to the individuals specified in this Award, and to others represented by the group grievance, but to the Union itself, whose absence in this process is likely to have generated the perception that it approved of the changes and did not require layoff protections. This reputational harm to the Union is not justified by the good intentions of any management employee to perform individual problem solving. They should have involved the Union.

[105] Secondly, the evidence in respect of two individual grievors is met with the Employer position that their circumstances of personal hardship might be addressed through self-directed shift swaps with co-workers. The Employer argues that by suggesting and approving shift swaps, it accommodated personal hardship issues. The majority of the Board does not agree.

[106] Interference with critical job interests is interference with seniority rights. As noted this is particularly clear in a case with a posting provision that stipulates shift as an element defining the position. Permitting the bargaining unit member to solve her own personal hardship issue may solve the immediate problem, but does not detract from the fact that the unilateral shift change to a significantly different shift is a violation of Article 9.08 (b). An agreement between co-workers to swap individual shifts is a temporary stop-gap measure that may relieve against personal hardship for the time being, but falls short of representing appropriate permanent and secure recognition of seniority rights.

[107] Third, we move on to address the individual cases presented.

[108] In respect of Rhodoro Lerit, it is the view of the majority that the change from straight days to either a rotating shift of days/evenings was a change that was not substantially similar, interfered with her critical job interests and violated her seniority rights. We further find that the Employer failed to accommodate the personal hardship caused by this change, which interfered with her ability to provide care for her grandchildren.

[109] In respect of Linda Mingelinckx, who worked full time nights and provided care to her elderly parents and who traveled with a challenging public transit schedule, the initial change from nights to rotating days/nights was a change that was not substantially similar, interfered with her critical job interests, and violated her seniority rights. However, we also find that, on the evidence, this employee was eventually offered a float position on the night shift that would have been, in our view, substantially similar to that which she previously held. The change that this employee met, in our conclusion, was a re-assignment and not a layoff. Put another way, on the evidence before us the Hospital was entitled to reassign Ms. Mingelinckx to a position in a different unit on the same shift. The Hospital allowed the employee to refuse that position, a position that constituted a permissible reassignment under the collective agreement in favour of taking a different position within her work unit. To find that the Hospital's offer in this regard, and the

employee's election, triggered the layoff provisions would in our view constitute an 'end run' around the reassignment provisions at 9.08 A (b), and the Hospital's rights thereunder.

[110] Finally, in respect of Virginia Mukakarageya, who worked straight evenings in order that she could provide care to her two dependant children who live with special needs, we find that the offer of rotating days/evenings represented a change to a shift that was not substantially similar, that did interfere with her critical job interests, and violated her seniority rights. It also violated her right to accommodation on the ground of family status, within the meaning of the Ontario *Human Rights Code*.

[111] There was conflicting evidence on the question of whether Ms Mukakarageya was offered the option of a float shift on straight evenings. The majority of the Board accepts the evidence of Ms Mukakarageya, and concludes that the evidence falls short of establishing that this offer was made. Alexandra James may have been willing to consider a float position for her, but we conclude that this was not communicated to the employee, who had no opportunity to consider that option for a secure straight shift.

[112] We appreciate that as a result of the shift swap, Ms Mukakarageya has not had to work a day shift since the master rotation was changed. However, in the view of the majority her right to accommodation must be addressed through a clear and stable application of her collective agreement rights, and not depend upon the discretion of a manager – even an empathetic and caring one such as James.

[113] The grievances are allowed in part. Ms. Lerit and Ms. Mukakarageya were entitled to notice of layoff pursuant to article 9.08 (A) ii and the Union was entitled to notice pursuant to article 9.08 (A)i.

[114] As proposed by Counsel, the grievances are referred back to the parties for consideration of any further remedy. The arbitration board remains seized.

DATED at Toronto this 18th day of November, 2025.

Elaine Newman

Elaine Newman, Chair

Joseph Herbert

Joe Herbert

Partial Dissent of Employer Nominee

I agree with the findings and conclusions of the majority regarding Linda Minglelinckx.

However, there are several key points on which I respectfully disagree, and which warrant comment:

First, I did not take the evidence of Ms. James, either in chief or on cross examination, to be an admission on her part that the Union and Employer had agreed to layoffs or the manner in which changes would be made. I agree that this case does not hinge on that finding and offer no further comment on that point.

Second, I disagree that the Employer acted in violation of Article 5.04 of the collective agreement. The evidence demonstrates that Ms. James approached discussions with employees in good faith and the best of intentions in order to assist those who expressed a need for a way to address personal hardship and/or concerns with the shift changes. She brought considerable effort to the process of working to find and approve appropriate solutions that were operationally workable and responsive to employee needs. I do not agree that her actions caused harm.

Mr. Sigarchi confirmed in his evidence that it is a management right to determine which new master rotation to implement and it is also management's right to make changes to the master rotation. It is common for members of management to approve shift swaps in the

normal course of managing their unit. Article 9.08 (b) of the Collective Agreement requires the Employer to reasonably accommodate employees who experience personal hardship arising from a reassignment. In my view, Ms. James was doing precisely that, in addition to addressing other scheduling issues and concerns.

This was a master rotation change, there was no proposed layoff, no one lost a job, no one lost hours and the employees were allowed to select their new line in order of seniority. Many employees were satisfied with their selection. For those who were not, Ms. James worked to find solutions. No employees were prohibited from having Union representation.

In my view, Ms. James was acting in the best interests of both the employees and the Hospital when she worked through these challenges to find workable solutions.

Third, in the case of Ms. Mukakarageya, Ms. James testified that she was willing to explore an evening float position which would have provided her with the same shift rotation. This would have accommodated Ms. Mukakarageya and addressed the personal hardship she stated she would experience if she worked days. I appreciate that Ms. Mukakarageya's evidence differed with respect to the float position, but, in my view, the float was offered as an available option. Even though the float option was not pursued, Ms. Mukakarageya has been accommodated. Ms. James has approved a shift swap and Ms. Mukakarageya continues to work exclusively evening shifts.

In the case of Ms. Lerit, she has also been accommodated. Ms. James approved a shift swap with another employee so that she could continue to work mostly days with the occasional evening shift. Ms. James testified that although Ms. Lerit preferred day shifts she also preferred to work some evening shifts.

While these accommodations may not have been "perfect", they were effective. In Ms. Mukakarageya's case, an additional option of a float position was available, had she chosen

to pursue it. There was, in my view, reasonable accommodation of both the family status and personal hardship issues.

Fourth, only 3 witnesses testified that they were dissatisfied with their new schedules. The majority of the employees listed on the group grievance are working the same shift and shift rotation on the new master rotation as they worked previously. Ms. James made adjustments to address concerns raised by other employees.

While the criteria under 9.08 (b) (v) requires an employee to be reassigned to a job with the same or substantially similar shift or shift rotation, the Employer noted that substantially similar contemplates that there will/can be something different in the employee's new shift or shift rotation. Substantially similar does not mean identical.

In *Cornwall Community Hospital and CUPE Local 7811* (Albertyn) the Hospital implemented master rotation changes and allowed employees to select their shifts and work locations in order of seniority. While the facts are not identical in this matter, Arbitrator Albertyn offered relevant guidance in his decision and stated:

In treating these critical job interests as to whether or not a change in employment through a reassignment amounts to a layoff, the critical job interests are not to be applied in a rote manner (i.e. the absence of one or another interest is, ipso facto, a layoff). An inquiry must be made, on the particular facts affecting the particular employee, as to whether a critical job interest has been lost.

Arbitrator Albertyn also determined that it was not a breach of a critical job interest when an employee voluntarily elects to move to a job that did not have the same or substantially similar shift. Arbitrator Albertyn determined that an employee who elected to move from a day shift to a night shift maintained his own critical job interest through the reassignment. He determined that the employee did not lose a critical job interest, therefore he was not laid-off.

In my view, the comments above from the *Cornwall* decision provide guidance and reflect that an employee does not lose a critical job interest when the employee voluntarily elects to move to a shift or shift rotation that is not substantially similar or the same.

Finally, the Award contains numerous references to the Employer having acted unilaterally in various respects. Without getting into an analysis of each reference to "unilateral" I respectfully disagree with that characterization to the extent and context suggested.

The evidence shows that the Employer and the Union engaged in numerous discussions/meetings and had extensive communication in 2023 and early 2024 regarding the implementation of the new master rotation. They had worked together collaboratively. Early in the process the Union asked the Employer to implement the master schedule option that would result in the fewest changes. It was evident in early 2024 the parties were not in agreement on how to proceed with implementation. The Union wanted layoff notices issued and the Employer wanted the employees to be able to select their line in the new master rotation in order of seniority. The new master rotation included 8 new part-time and full-time positions. Ultimately, the Employer had to make a decision in order to move forward with implementation and they met with the Union to advise them of their implementation plan.

The Union did not agree with the Employer's plan and expressed that communication had broken down or been severed after the meeting. Communication involves two parties. The Union had concerns with the level of communication from the Employer but, in my view, the Union also limited their communication with the Employer following the meeting. For example, the Union had become aware of employee concerns regarding the new master rotation, including concerns involving personal hardship. While the Union filed grievances they did not convey this information to the Employer, including concerns that could have indicated personal hardship or potential accommodation needs.

Rob Jones

Rob Jones

November 18, 2025