

**IN THE MATTER OF AN INTEREST ARBITRATION UNDER THE HOSPITAL
LABOUR DISPUTES ARBITRATION ACT**

BETWEEN

Grey Bruce Health Services
(The Employer)

AND

OPSEU on behalf of its Local 260 – Clerical Unit
(The Union)

BEFORE: Gerry Lee, Sole Arbitrator

APPEARANCES:

For the Employer: Rebecca Cummings, Chief Human Resources Officer
Coleen Saker, Manager Human Resources
Brenda Maguire, Human Resources Consultant

For the Union: Gwen Jenkins, Research Officer
Jason Crowtz, Staff Representative
Melinda Sadler, Local President
Marg Closs, Chair, Bargaining Team
Carolyn Bowers
Laurie Burt
Marg. Closs
Marnie Goss
Susanne Gunn
Julie Pendleton

Mediation/Arbitration held in Owen Sound, Ontario on August 22, 2013.

Award

1. Following a productive mediation session with the parties on August 22, 2013, the parties subsequently agreed that I should be appointed as a Sole Arbitrator pursuant to the *Hospital Labour Disputes Arbitration Act (HLDA)* to deal with the remaining outstanding issues for the renewal of the collective agreement that expired September 30, 2011.
2. The Employer operates six hospitals in Grey and Bruce Counties providing primary and ambulatory services with approximately 100 full-time and 125 part-time employees in this particular clerical bargaining unit.
3. The parties made substantial progress in resolving most of the terms of their collective agreement during the course of their negotiations and during our mediation session and those agreements/amendments are incorporated by reference into this decision.
4. In determining the outstanding issues, I have been guided by the legislative criteria as described in the *Hospital Labour Disputes Arbitration Act*. The parties referred to the criteria in detail in their extensive written documents and via their oral submissions, and those documents and/or oral submissions have been reviewed carefully. Particular focus, of course, was with respect to the current economic situation in Ontario which has been hard hit by the global economic recession. Suffice to say, the economic realities in Ontario have had a significant influence on collective bargaining settlements and with interest arbitrators. Accordingly, this factor is a consideration with respect to the determination of this matter.
5. In addition to considering and applying the statutory criteria, careful attention has also been paid to the principles of total compensation, demonstrated need and replication. With respect to the latter principle of replication, boards of interest arbitration are required to attempt to replicate the results which would have occurred if the collective bargaining process had not been disturbed by interest arbitration. Interest arbitrators attempt to attain a result similar to what the parties would have accomplished in free collective bargaining as best as possible. Recent collective bargaining settlements and interest arbitration awards, especially in the health care sector, appear to recognize the economic reality in Ontario by curtailing monetary

expectations. Notwithstanding the foregoing, it should be noted that the parties acknowledged that they have adopted and agreed to provisions in the CUPE and Participating Hospital Central agreement during previous rounds of bargaining.

6. After a full day of concentrated mediation between myself and the parties and after having heard the submissions of the parties regarding the outstanding issues, the collective agreement shall consist of all terms set out in this award and as previously agreed to by the parties (with appropriate changes to be made in the numbering of articles when the final agreement is completed if necessary). Retroactivity shall be in accordance with the terms outlined in Article 20.06 of the collective agreement and all items are effective from the date of this award unless specified otherwise. Accordingly, the my award on the remaining issues are as detailed below:

1. General Wage Increase & Special Adjustments

Effective October 1, 2011 - 2% increase across the board to all classifications;

Effective October 1, 2012 – 2% increase across the board to all classifications;

2. Article 17 – Vacation

Effective the date of this award, amend article 17.01 (a) as follows:

4. An employee who has worked twelve (12) years but less than twenty (20) years shall be entitled to five (5) weeks' vacation, with pay.

5. An employee who has completed twenty (20) years but less than twenty-eight (28) years of continuous service shall be entitled to six (6) weeks' annual vacation, with pay.

Effective the date of this award, amend article 17.01 (b) as follows:

d. An employee who has worked between 20,700 and 34,499 will receive 10% of gross pay in lieu of vacation leave with pay.

e. An employee who has worked between 34,500 and 48,299 will receive 12% of gross pay in lieu of vacation leave with pay.

3. Shift Premium

Effective October 1, 2011, increase shift and weekend premium by five cents per hour to \$1.15.

Effective October 1, 2012, increase shift and weekend premium by five cents per hour to \$1.20.

4. Health and Welfare Benefits – Full Time only

Effective the date of this award, Article 18.01 shall be amended to provide for an increase in physiotherapy to a maximum of \$350.00.

Effective the date of this award, Article 18.01 shall be amended to provide for an increase in vision care to a maximum of \$300.00.

5. Term

As agreed to by the parties, this collective agreement shall be for a two - year period, commencing October 1, 2011 and ending September 30, 2013.

Finally, as requested by the parties, I shall remain seized with respect to these matters until the parties have signed a new collective agreement.

Dated at Markham this 28th Day of August 2013



Gerry Lee, Sole Arbitrator