

# **In the Matter of an Interest Arbitration**

**Between**

## **Grey Bruce Health Services**

(Hereinafter referred to as “the Employer”)

**And**

## **Ontario Public Service Employees Union**

### **Local 260 – Service Unit**

(Hereinafter referred to as “the Union”)

**Board:** Felicity D. Briggs, Chair  
Terry Moore, Union Nominee  
John Kuhne, Employer Nominee

**Appearing for the Employer:** Robert Hickman  
Rebecca Cummings  
Colleen Saker  
Gary Seibel  
Peggy Shipley

**Appearing for the Union:** Adrienne M. Pires  
Jill McIllwraith  
Jerry Hamilton  
Karen Harvey  
Randy McLeod  
Jeff Moore  
Willie Weatherhead

Grey Bruce Health Services is a health care organization that provides services throughout Grey and Bruce Counties. Its various hospitals are located in Owen Sound, Lion's Head, Markdale, Meaford, Wiarton and Southampton. There are in excess of fifteen hundred employees who provide a wide range of primary and ambulatory care services. There are two hundred and forty three in-patient beds.

This Board was invited to hear and determine the issues that remained outstanding for the full time and part time service bargaining unit at Grey Bruce Health Services. There are approximately 184 full time, 106 part time and 115 casual employees in the service bargaining unit.

The previous Collective Agreement expired on September 30, 2009. The parties did not agree on the term of the Collective Agreement and therefore, in accordance with the *Hospital Labour Disputes Arbitration Act*, the award will be a two-year Collective Agreement.

There was no dispute that in previous rounds of collective bargaining these parties have adopted those provisions negotiated at the Central – CUPE Hospital table. In large measure, the Union's proposals were identical to the issues found in the Memorandum of Agreement between the Central Hospitals and CUPE. However, according to the Union some of its proposals were of a local nature.

Many of the outstanding issues were of a monetary nature. While recognizing that improvements were made in the most recent round of

Central Hospital CUPE negotiations, the Employer was opposed to any increase in wages or benefits citing recent budgetary deficits and the *Public Sector Compensation Restraint Act*.

The parties provided the Board with considerable information regarding the outstanding matters by way of their briefs and exhibits. We have reviewed those submissions and have taken those facts into account. We have also considered the criteria set out at Section 9 of the *Hospital Labour Disputes Arbitration Act*.

We award the following:

**1.) Wages:**

- Add 2% across the board to the salary grid effective October 1, 2009
- Add 2% across the board to the salary grid effective October 1, 2010

**2.) RPN Wage Adjustment**

Proposal denied

**3.) Environmental Services Worker Wage Adjustment**

- Effective the date of this award, add 38 cents per hour to the maximum rate with the differential maintained between various steps of the salary grid.

#### **4.) Trades Painter Wage Adjustment**

Proposal denied

#### **5.) Shift Premium**

Effective October 1, 2009, increase shift and weekend premium by five cents per hour.

Effective October 1, 2010, increase shift and weekend premium by five cents per hour.

#### **6.) Vacation Entitlement**

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

1. 4 An employee who has worked thirteen (13) years but less than twenty one (21) years shall be entitled to five (5) weeks annual vacation with pay.

1.5 An employee who has completed twenty-one (21) years but less than twenty-eight 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:

1.(d) An employee who has worked between 22,425 and 36,225 hours will receive 10% of gross pay in lieu of vacation leave with pay.

1.(e) an employee who has worked more than 36,225 hours but less than 48,3000 hours will receive 12% of gross pay in lieu of vacation leave with pay.

#### **7) 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 vision care to \$250.

All other proposals in this article are denied.

#### **8.) Job Postings**

While the Board may be sympathetic to the issues that brought about the filing of this proposal we are not prepared to make any award. We urge the parties to discuss this matter further. We are aware that immediately upon receiving our award the parties will begin to negotiate a renewal Collective Agreement. Hopefully the root of the problem that brought about the tabling of this issue, which is particular importance to the Union, can be resolved between the parties.

## **9.) Change of Shift**

The Board is of the view that this is another matter that should be sent back to the parties for further discussion. The Union is attempting to remedy what it considers a “short turn around” for employees after working night shifts. However, we understand that prior to beginning a stretch of night shifts a longer period of time off is provided.

There are alternatives that should be explored between the parties.

## **10.) Code White Team Premium Payment**

Proposal denied.

## **11.) Uniforms**

The Employer suggested that it is considering various alternatives to the present situation regarding uniforms. We will leave this issue to be discussed at the next negotiations.

We thank counsel for their fulsome submissions. We remain seized in the event that there are implementation difficulties.

Dated in Toronto this 20<sup>th</sup> day of October, 2011.



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Felicity D. Briggs, Chair

“John Kuhne”

John Kuhne, Employer Nominee (Partial Dissent Attached)

“Terry Moore”

Terry Moore, Union Nominee (Addendum Attached)

## **Union Nominee Addendum – Grey Bruce Health Centre - L260, Service Unit**

I concur with the outcome in this award but wanted to say a couple of things about the special case adjustments sought by the union for both the RPN and Painter job classes.

In the Ontario hospital sector industry standards for wages and other compensation issues are set by the large central bargaining groups and then, in the normal course of events, picked up by similar bargaining units outside of the central process. For many years now the large central bargaining groups have been trying to move toward a more standardized wage rate for RPNs across the province. They have pursued that goal over the last two decades by tabling coordinated local issues demands for special RPN wage adjustments and taking the issue to local issues arbitration. Both CUPE and SEIU were successful in achieving special adjustments in the 2001 – 2004 and 2006 – 2009 rounds substantially raising the minimum rates paid at participating hospitals over and above across the board wage increases. Both unions are once again back in Local issues arbitration looking for further special adjustments to minimum rates and awards for both units were pending as of the hearing for this unit.

The wage rate for RPNs at GBHS going into this arbitration was \$26.32 at the top rate, while the minimum required under the last CUPE special adjustment was \$25.62 at the max. Therefore the case for a special

wage adjustment for GBHS RPNs, on the basis of the past special adjustments awarded to CUPE, was not compelling. This situation might change, however, once the awards for CUPE and SEIU are issued. With respect to the special case adjustment for the Painter job class, the evidence tabled by the union on job duties performed by painters at other hospitals, where all trades classifications are in the same pay band, was compelling. However, this male-dominated job class was jointly rated by union and employer reps at GBHS during pay equity plan negotiations and placed in a band below other trades classifications. This may or may not reflect the realities of the duties assigned to this position now. It would make sense for the parties to re-evaluate this position based on up-to-date job content to see if additional points are warranted and sufficient to place the Painter class in the same pay band as other trades classifications. If such a review did generate that result, the employer would, hopefully, do the right thing and raise the Painter rate. Failing such a voluntary adjustment, the union would have more compelling evidence to support a special adjustment during the next round of bargaining.

Terry Moore

Union Nominee

October30, 2011

**PARTIAL DISSENT OF EMPLOYER NOMINEE**

IN THE MATTER OF AN INTEREST ARBITRATION PURSUANT TO THE  
HOSPITAL LABOUR DISPUTES ARBITRATION ACT (HLDAA)  
BETWEEN:

GREY BRUCE HEALTH SERVICES  
AND:

ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 260

Due regard for the employer's ability to pay is required under HLDAA. The March 2010 Budget Statement of the provincial government made it clear that its fiscal plan would provide no funding for incremental compensation increases for two years of any future collective agreements. Non-represented employees became subject to a mandatory two-year wage freeze. The government expected that unionized employees would also do their part and accept compensation restraint in negotiated settlements. The employer's ability to pay is severely constrained in these circumstances. In addition, the June 17<sup>th</sup> award of arbitrator Kaplan concerning the Participating Hospitals and this union established a precedent that met the provincial government's directives by providing nominal lump-sum payments in lieu of wage increases for a period of two years. The employer proposed to follow this compelling precedent. I would have given greater weight to these factors in contemplation of this Board's decision regarding the monetary issues.

Respectfully submitted,

*John G. Kuhne*