

IN THE MATTER OF AN ARBITRATION

Between

Lakeridge Health

“Employer”)

and

(the

The Canadian Union of Public Employees, Local 6364

(the “Union”)

Re: Temporary Screener Positions

Sole Arbitrator: Matthew Wilson

For the employer:

Barry Nayler

Mary Greer

For the union:

Heather Murray

Michelle Thompson

Cindy Dowson

Lorrie Boake

A hearing on this matter was heard on February 23, 2022.

AWARD

I was appointed by the Parties to hear a Policy Grievance dated March 9, 2020 which was filed by the Union regarding the Employer's employment of Screeners (Grievance number 2020-CUPE-036).

The issue before me is whether the Hospital violated the Collective Agreement, when due to the COVID-19 Pandemic, it hired employees as Screeners on a non-union basis.

The key facts are not in dispute between the Parties.

Having heard the evidence and considered the submissions of the Parties, I declare that Screeners are to be treated as temporary employees within the meaning of Article 2.01 of the Collective Agreement.

The following conditions will apply:

1. The Hospital and the Union acknowledge that these Screener positions are temporary in status and that the Screeners are to be treated as temporary employees within the meaning of Article 2.01 of the Collective Agreement.
2. These positions are subject to the locations and hours as indicated on the job posting.
3. The CUPE Local 6364 acknowledges the current circumstances and subsequent Emergency Order in place.
4. Without prejudice to the union's objection to the wage rate, the wage rate for the Screener classification shall be \$17.92. If the position is still being filled six months from the date of the award, it shall be considered a new classification under Article 20.01 and the process of determining the wage rate shall be triggered.
5. This position will now be covered by the CUPE Collective Agreement (with certain exceptions; e.g. scheduling) and applicable Union Dues will be remitted to the Local the first pay period following March 31, 2022.

6. Unless otherwise specified, the outcome of this award is effective immediately.

Dated this 24th day of February, 2022.

A handwritten signature in black ink, appearing to read 'Matthew R. Wilson', written above a horizontal line.

Matthew R. Wilson
Sole Arbitrator