IN THE MATTER OF AN ARBITRATION

BETWEEN

Blanche River Health (Kirkland)

("the Hospital" or "the Employer")

- AND -

Service Employees International Union, Local 1

("the Union" or "Local 1")

CONCERNING Policy Grievance 100-250-919 Re New Classification of Patient Transitions Facilitator

Patrick Kelly - Sole Arbitrator

APPEARANCES

For the Union:	Erin Carr, Counsel
	Jody Etmanski
	Krista Lawrence
For the Employer:	Stephanie Jeronimo, Counsel
	Matthew Wronko, Counsel
	Jewel James
	Adele Orekoya
	Debra Schenk

Hearing held via videoconference on March 24, 2026 and additional written submissions received on April 23 and May 7, 2026.
Interim award issued on May 21, 2026

INTERIM AWARD

1. The dispute between the parties concerns the compensation that the Hospital determined would be paid to the classification of Patient Transitions Facilitator (or "PTF"). Local 1 takes the position that the rate of compensation chosen by the Hospital ($35.97 per hour), equivalent to that of a Registered Practical Nurse (or "RPN"), is not appropriate and constitutes a breach of the Collective Agreement between the parties. The Union submits that the PTF's responsibilities far exceed those of an RPN. The Union therefore proposes a rate of compensation at $47.97 per hour. The Hospital's position is that the RPN rate is a reasonable rate of compensation for the PTF, and that it has not breached the Collective Agreement.

2. This interim award deals with the Hospital's preliminary motion seeking a declaration that much of the Union's proposed evidence is irrelevant and therefore inadmissible considering the language of the Collective Agreement in Article 26.03, which reads:

> **26.03** Job Classification
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> (a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local union of the same and provide details at least fourteen (14) days prior to posting. If the local union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date

that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

(b) When the Hospital makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

(c) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

(d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

(emphasis added)

3. The bargaining unit in this dispute is a “service” unit consisting of a variety

of classifications including Groundskeeper, Housekeeping Aide, Ward Clerk, Stationary Engineer, Dietary Aide, Laundry Aide and RPN. There is also a bargaining unit represented by Ontario Nurses' Association ("ONA") that represents a variety of positions. Until recently, that bargaining unit included a classification with the title of Patient Flow Navigator (or "PFN"). The required professional designation for the PFN was Registered Nurse ("RN"). The ONA bargaining unit also includes the classification of Geriatric Evaluation and Management Nurse ("GEM Nurse") which is a role like that of the PFN except that it is responsible for Emergency Room patients and certain decisions surrounding the discharge of such patients, whereas the PFN was responsible for certain decisions surrounding the discharge of all other admitted Hospital patients

4. The Hospital decided that the PFN classification did not require the RN designation, and eliminated it from the ONA bargaining unit. The Employer then created the PTF position and placed it in the Local 1 bargaining unit with a rate of pay equivalent to that of Registered Practical Nurse.

5. The Union intends to call evidence about the PFN and GEM Nurse classifications. It wishes to challenge the Employer's assertion that the current incumbent in the Patient Transitions Facilitator role is either not performing tasks claimed to be being performed by the PTF or, alternatively, may be performing tasks in the discretion of the incumbent that exceed what the Hospital requires. The Union says that the evidence it wishes to adduce regarding the PFN and the GEM Nurse refute that assertion. The Union contends that the PTF performs all the substance of what the PFN did and what the GEM Nurse does. The Union also wishes to adduce evidence about the content and compensation of PTF-like jobs at other hospitals.

The Hospital's Position

6. The gist of the Hospital's preliminary motion is that Article 26.03 narrows

the issue of the appropriate compensation for a PTF to an assessment of the relationship established by comparison with the rates for and content of other classifications *in the Local 1 bargaining unit* only. The Hospital submits that the evidence the Union wants to adduce goes well beyond the scope of the language in Article 26.03. Such evidence is therefore irrelevant and inadmissible. To permit the Union the opportunity to put in evidence about the PFN and the GEM Nurse would unnecessarily prolong the hearing without a compelling reason and in direct defiance of the parameters set in Article 26.03.

7. In support of its position, the Employer relies upon Arbitrator Herman's award in *Sinai Health v National Organized Workers Union*, 2022 CanLII 44 (ON LA) ("*Sinai Health*"). In that matter, the hospital employer created the new position of Perioperative Services Attendant ("PSA"). The collective agreement contained a provision identical to Article 26.03(a) in this case. The union challenged the rate of pay that the hospital had chosen to apply to the PSA. The union proposed to lead evidence about a similar position at another hospital. The employer objected that such evidence was not relevant considering the collective agreement language restricting the arbitrator's decision to an assessment of the relationship established by comparison with the rates for and content of other classifications within the union's bargaining unit. The union argued that the collective agreement provision did not proscribe what evidence can be called to address the issue of the appropriate rate of compensation. The union submitted that the evidence it wished to adduce would assist in understanding the nature of the classification in dispute, the context of the creation of the new classification, and how other hospitals evaluated the duties and responsibilities of the position and treated the relationship between PSA and other classifications. The union argued that such evidence was relevant because an arbitrator tasked with determining a new wage rate acts like an interest arbitrator, and attempts to replicate the wage rate the parties would have agreed upon had they been able to successfully negotiate a rate. Such an inquiry, the union contended, appropriately involved consideration of similar classifications at other hospital in the same way that interest arbitrators routinely consider comparator employers.

8. Arbitrator Herman was not persuaded by the union's argument. He reasoned that the same concluding language in the key provision of the collective agreement (that corresponds to the final sentence in Article 26.03(a) in this Collective Agreement) restricted the scope of the evidence he could hear to other positions within the union's bargaining unit and not beyond. To permit the union to lead evidence about the PSA position at another hospital would render the key language of no meaning.

The Union's Position

9. The Union submits that the Employer's objection conflates the contractual framework governing the ultimate wage comparison with the evidentiary record required to inform that analysis. The Collective Agreement restricts the basis of the final comparison, not the evidence the Arbitrator may consider in assessing the nature of the job or its duties and responsibilities. That evidence will show that although certain elements of the ONA Patient Flow Navigator role were removed in the creation of the PTF position, the core functions of assessment, discharge planning, and care coordination remain central. At the same time, the PTF role incorporates elements of the ONA-GEM Nurse role, resulting in a position that reflects a reconfiguration of the PFN role with additional GEM Nurse-related responsibilities. The evidence will further demonstrate that the functions in dispute are not incidental or discretionary tasks performed by the incumbent, but rather are core functions that must be performed within the service area. In addition, the evidence will prove that, prior to the creation of the PTF role, these functions were performed by the ONA-PFN role, and that in other comparable settings they are currently performed by the ONA-GEM role.

10. Local 1 contends that the evidence it wishes to adduce does not seek to draw wage comparisons outside the bargaining unit, but to situate the PTF role within the operational reality in which it exists, including the continuity of functions across

roles and the Employer's own restructuring decisions. The Union submits that this evidence directly rebuts that assertion, demonstrating that these functions are inherent to the role itself and necessary to the delivery of services. This, Local 1 submits, is particularly important considering the Employer's anticipated position that the incumbent is either not performing the duties alleged or is performing them outside the scope of the position.

11. With respect to *Sinai Health*, Local 1 submits that Arbitrator Herman found that the only apparent purpose of the external evidence was to influence the wage outcome by reference to other employers. Here, by contrast, the evidence goes to job content, not wage comparison. In the Union's submission, that distinction is critical. Even in *Sinai Health*, the arbitrator expressly permitted the union to call evidence regarding the duties and responsibilities of the new classification and its predecessor roles, recognizing that such evidence is inherent to determining whether the wage rate is appropriate. The Union contends that its approach in the present case is entirely consistent with that principle. The Union's evidentiary theory is squarely directed at establishing what the job requires, including in the face of the Employer's denial of those requirements. On that basis alone, *Sinai Health* is distinguishable and does not support exclusion of the evidence.

The Hospital's Reply

12. The Employer counters that the nature of this dispute is not whether PTFs perform the same work as the previous ONA-PFN position. Rather, as a grievance of Article 26.03, this dispute is a question of whether PTF's are paid in accordance with other classifications in the SEIU bargaining unit. In the Employer's view, the Union's proposal to introduce job descriptions from other bargaining units to elucidate the scope of the PTF position directly contradicts the express limitations within the Collective Agreement. As was the case in *Sinai Health*, the Employer submits that my analysis in this dispute must be limited to a comparison of

classifications within the SEIU bargaining unit, rather than the historical performance of different positions in different bargaining units. Moreover, in *Sinai Health* the arbitrator did in fact expressly decline to hear evidence concerning the content of classifications outside of the bargaining unit in which the wage rate dispute arose. To parse the reasoning in *Sinai Health*, allowing the Union to lead evidence about the PFN or GEM-Nurse positions would effectively render the restriction in Article 26.03 pointless.

13. The Hospital disagrees with the Union's contention that the Hospital's interpretation of the Collective Agreement would prevent Local 1 from leading the very evidence necessary to establish the job's true scope. The Hospital submits that such a claim is wholly unsupported and without merit. If the Union's position is that the PTF's wage rate is inappropriate, the Union's onus under the Collective Agreement is to demonstrate that the work performed by PTF's is distinct from that of an RPN (or other classifications *in the bargaining unit*) and justifies a higher rate of pay. There are numerous PTFs and RPNs in the Local 1 bargaining unit who are more than qualified and capable of providing evidence of the actual work performed for the purposes of the Grievance. The Employer contends that, even without the restriction on external evidence from Article 26.03 of the Collective Agreement, job classification evidence from outside of the bargaining unit is not necessary to establish the true scope of the PTF position, and how the PTF ought to be compensated for the work performed in this bargaining unit.

Analysis and Conclusions

14. For convenience, Article 26.03(a) of the Collective Agreement, dealing with the introduction of a new classification into the bargaining unit, is reproduced below:

> **26.03** Job Classification

> (a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local union of the same and provide details at least fourteen (14) days prior to posting. If the local union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.
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> (emphasis added)

15. The concluding sentence in the above provision expressly frames the parameters of the adjudicator's decision to a comparison of the rate of pay proposed by the Hospital for the new classification with the established rates of pay for other classifications in the bargaining unit, taking into account the requirements of the classification. Article 26.03(a) intertwines bargaining unit job content and bargaining unit rates of pay. Clearly, the parties intended that the adjudicator's decision should not venture beyond consideration of the proposed rate of pay for the new classification with the established rates of pay in the classifications within the bargaining unit, in the context of the requirements of the classification. The Hospital acknowledges in its submissions that this would entitle the Union to call evidence about the job content of established bargaining unit classifications such

as Personal Support Worker and Registered Practical Nurse as a basis of comparison with the requirements of the Patient Transitions Facilitator, but that the Union cannot go further and seek to call evidence of the job requirements or job content of classifications outside of the bargaining unit. I think that is the correct interpretation of Article 26.03(a). And that being the case, even though Article 26.03 does not expressly restrict the scope of evidence underlying the adjudicator's decision, the evidence the parties may call is indeed so restricted.

16. I fail to be persuaded, as the Union contends, that *Sinai Health* is distinguishable in any meaningful way from the instant matter. The key provision in *Sinai Health* (Article 25.04(a) Job Classification) was substantively the same as Article 26.03(a) in this matter (Article 25.04(a) referred to "the Union" whereas Article 26.03(a) refers to "the local union"). The hospital in *Sinai Health* introduced a new classification into the bargaining unit and proposed a rate of pay which the trade union disagreed with and referred a grievance to arbitration. The trade union sought to adduce evidence about a similar classification at another hospital in support of its position that the hospital's proposed rate for the new classification was insufficient. Although it suggests there are other factors at play underscoring its objection to the Hospital's motion, the Union in this case has essentially the same end objective as did the trade union in *Sinai Health*, i.e., introduce evidence about the job content and job requirements of classifications outside the bargaining unit for the ultimate purpose of arguing that the Hospital's proposed rate of pay for the PTF is insufficient. In *Sinai Health*, Arbitrator Herman reasoned that, to attribute any meaning to the final sentence in Article 25.04(a), with its limitations on the scope of his decision-making, he was prevented from considering evidence about classifications outside the bargaining unit.

17. I come to the same conclusion here. The scope of the evidence must conform to the scope of the decision-making authority the parties have conferred on the arbitrator under Article 26.03(a) of the Collective Agreement. The Union's position is that I ought to consider the job content of the ONA-PFN and the ONA-

GEM classifications to determine whether the functions performed by the incumbents in those jobs are inherent to the PTF role itself and necessary to the delivery of services. But the upshot of Article 26.03(a) is that I am restricted to a determination of the job content and rates of pay of bargaining unit positions only. That said, there is nothing to prevent the Union from adducing evidence concerning how the requirements for the Patient Transitions Facilitator allegedly far exceed those of Registered Practical Nurse (or any other bargaining unit classification of the Union's choosing).

18. For these reasons, the Hospital's motion succeeds.

19. The hearing continues on August 26, 2026.

DATED at TORONTO on May 21, 2026

Patrick Kelly
Arbitrator