

IN THE MATTER OF AN ARBITRATION

Between:

FORESTVIEW RETIREMENT RESIDENCE

(the "Employer" or "Forestview")

– and –

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175

(the "Union")

RE: POLICY GRIEVANCE RHL-23-0249 — PART-TIME BENEFITS

PANEL:

Ian Anderson

APPEARANCES FOR THE UNION:

Matthew Jagodits, Counsel
Maxine Prince, Business Representative
Mike Windley, Business Representative
Myrna Banlog, Steward
Buena Joy Gumpad, Steward

APPEARANCES FOR THE EMPLOYER:

Melissa Keeshan, Counsel
Amy Sproule Jones, Verve Senior Living
Todd Bruce, Forestview Retirement Residence
Rebeca Montiel, Forestview Retirement Residence

Hearing by videoconference on August 11 and 12, 2026.

Award issued on September 9, 2026

1. This is a Union policy grievance. It relates to a bargaining unit of employees at a long term care home and was filed under the parties' first collective agreement, which had a term of March 16, 2020 to March 31, 2023 (the "Collective Agreement"). At issue is whether Article 23.03 of the Collective Agreement gives rise to coverage for Part Time Employees under the Extended Health Care Plan, Vision Care Plan, Short-Term Disability Plan and Dental Plan. I shall refer to these benefits collectively as the Health Benefits.
2. Given the parties' arguments, Article 23 in its entirety is set out below. The dispute relates to the proper interpretation of the paragraph which I have bolded:

Article 23 — Health & Welfare

23.01 The Employer shall pay one hundred percent (100%) of the premiums for the following benefit plans for all Full-Time employees who have completed the Probationary Period: i. Group Life Insurance Plan; ii. Extended Health Care Plan; iii. Accidental Death and Dismemberment Plan; iv. Vision Care Plan; v. Short-Term Disability. It is understood that the Employer's obligation is restricted to the payment of its portion of the premiums necessary to enroll¹ eligible employees in the benefit plans described above.

23.02 The Employer agrees to contribute fifty percent (50%) of the present monthly billed premium of a Dental Plan for each Full-Time employee in the active employ of the Employer, eligible for coverage, subject to the terms and conditions of such Plan and the O.D.A. Fee Schedule. The O.D.A. Fee Schedule in effect will be the current O.D.A. Fee Schedule less one year. It is understood that the Employer's obligation is restricted to the payment of the premiums necessary to enroll Full-Time employees in the insurance plan described above.

23.03 The Employer shall pay one hundred percent (100%) of the premiums up to a maximum of fifteen thousand dollars (\$15,000) for the following benefits for Part-Time and Casual employees who have completed the Probationary Period: i. Group Life Insurance Plan; ii. Accidental Death and Dismemberment Plan.

Benefits under the Extended Health Care Plan, Vision Care Plan and Short-Term Disability Plan set out in Article 23.01 and Dental Plan set out in Article 23.02 for Part Time Employees will continue in accordance with the Home's current practice.

It is understood that the Employer's obligation is restricted to the payment of its portion of the premiums necessary to enroll Part-Time employees in the benefit plans described above.

23.04 It is understood that the Employer may at any time substitute another carrier for any Plan provided the benefits conferred thereby are not

¹ The Collective Agreement and the agreed statement of facts referenced below use the American spelling of the words "enrol" and "enrolment". In order to avoid confusion, I have used that spelling as well.

decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change.

23.04 [sic] Each eligible employee covered by this Collective Agreement elect [sic] to enroll in and contribute an amount of applicable wages between one percent (1%) and four percent (4%) from each pay period to the Pension Plan for Employees of Long Term Care Facilities. The Employer will match such contributions up to four percent (4%) of the employee's applicable wages ... "Eligible Employees" means: Full-Time employees; and Part-Time employees who are regularly scheduled for 22.5 hours per week, who have completed one (1) year of service.

[Emphasis added.]

3. There is a dispute about whether "the Home's current practice" at the time the Collective Agreement was being negotiated included eligibility for Health Benefits on the part of Part Time Employees.
4. The hearing was conducted on the basis of a lengthy agreed statement of facts and approximately 1,000 pages of documents. No other evidence was called.
5. The agreed statement of facts describes the parties and sets out the dates on which the Union was certified, the Collective Agreement was reached and the date of the grievance. It also notes that the Collective Agreement was settled by interest arbitration, but that numerous terms, including Article 23, were freely negotiated between the parties during collective bargaining in 2020. (I note that other provisions of the Collective Agreement were also referenced in argument. There was no suggestion that anything turned on whether those provisions were the product of agreement or the product of the interest arbitration award.) The balance of the agreed statement of facts reviews: the relevant Group Benefit Plans; the Employer's pre-certification written policies with respect to benefits; the coverage status of various part-time employees at the material times as reflected in invoices from the insurer and the Employer's payroll records; the results of an internal audit of staff files conducted by the Employer in relation to benefits received by employees working part-time in the months following December 2019, January 2020 and February 2020. The agreed statement of facts also references a summary document created by the Employer, using information from the other documents, with respect to the benefit status of part-time employees as of January and July, 2020.
6. I note the agreed statement of facts contains no information with respect to any statements or representations made by either party during the 2020 negotiations

with respect to Article 23.03 or benefits and the documents contain no proposals or negotiating notes.

7. The parties cited a number of decisions. I do not find it necessary to set them out here. There is no material dispute about the applicable legal principles. I make only brief reference to them in what follows.

Analysis and Decision

8. Each party cites a different decision of Arbitrator Surdykowski for the applicable interpretative principles: the Union cites *Sorbara Development Group Inc. v. Labourers' International Union, Local 183*, 2015 CanLII26176 (ON LA); the Employer cites *Ontario Power Generation and Society of Energy Professionals (Travel Payment)*, 2015 CarswellOnt 7691, 123 C.L.A.S. 85. The statement of principles in each is identical:

The fundamental rules of collective agreement interpretation can be therefore summarized as follows:

- (i) the words used must be given their objective plain and ordinary contextual labour relations meaning;
 - (ii) all words must be given meaning, and different words are presumed to have different meanings unless this would lead to a result that is illegal, absurd or inconsistent with the overall scheme and structure of the collective agreement.
 - (iii) words or phrases cannot be inferred unless they are [sic: are] essential to the purposive operation of the collective agreement, or to make the collective agreement consistent with mandatory legislation which constitutes the statutory labour relations framework in the jurisdiction.
9. The Union argues the mere inclusion of Article 23.03 in the Collective Agreement indicates the parties intended there be some form of Health Benefit coverage for part-time employees.
10. The Union notes the bolded paragraph states the Health Benefits “will continue”. It argues this indicates that these benefits were already in place for part-time employees. The bolded paragraph continues “in accordance with the Home’s current practice”. The Union argues there are two possible readings of this phrase. The first is that it is merely a descriptive statement, indicating there were benefits and they will continue. The second is that it defines the extent of the benefit entitlement, indicating that whatever the Employer had been doing in the past is

what part-time employees are entitled to going forward. This second reading permits consideration of any restrictions on entitlement.

11. The Union argues the first interpretation is the most likely. It notes that in the second Article 23.04 the parties expressly limited part-time employee pension benefit entitlement to those who were “regularly scheduled for 22.5 hours per week”. The Union argues this indicates that when the parties intended there to be restrictions on pension entitlement, they said so expressly. Further, and in the alternative, the Union argues on the evidence, once a part-time employee had completed probation, there were no restrictions on entitlement to Health Benefits.
12. The Employer notes Articles 23.01, which provides all full-time employees with Health Benefits and the first paragraph of Article 23.03, which provides part-time and casual employees with Life and Accidental Death and Dismemberment (“AD&D”) plans, both state the “Employer shall” pay premiums, which is mandatory language. The Employer contrasts this with the second paragraph of Article 23.03 and notes the parties did not use the same language. Article 23.03, the Employer argues, simply “preserves” the current practice; it does not create entitlement for part-time employees as a class. That practice, the Employer argues, was that there was no entitlement for part-time employees, or alternatively, that entitlement was restricted to part-time employees who met certain eligibility requirements.
13. I am not persuaded by the Union’s argument that the statement in Article 23.03 that Health Benefits “for Part Time Employees will continue in accordance with the Home’s current practice” is merely a descriptive statement, devoid of any restrictions on entitlement. The statement refers to continuation of the “current practice”. If the current practice contained restrictions, those restrictions are continued by reference. They are, in that sense, just as express as the one with respect to part-time employee pension entitlement set out in the second Article 23.04.
14. Nor am I persuaded by the Employer’s attempt to describe the second paragraph of Article 23.03 as something other than mandatory, in contrast to the language used in Article 23.01, Article 23.02 and the first paragraph of Article 23.03. While the second paragraph of Article 23.03 does not use the word “shall”, it states that Health Benefits “will” continue in accordance with current practice. That is, whatever that current practice was, it is mandated to continue. I would note, however, that the Employer’s obligations under Article 23.01, Article 23.02 and the first paragraph of

Article 23.03 exist independently of whatever the current practice was at the time those provisions were negotiated.

15. I turn to the evidence of the “current practice” with respect to entitlement of part-time employees to Health Benefits at the time the Collective Agreement was negotiated in 2020, which was “continued” by Article 23.03.
16. It is helpful to note at the outset that in 2020 the Employer had a contract with Industrial Alliance for the provision of various benefit plans, including the Health Benefits. The insurance contract only described entitlement for “Class 7” and “Class 21”, both of which were referred to as “full-time”. “Class 21” were managerial and salaried employees who did not become part of the bargaining unit and are not relevant for present purposes. For Class 7, “Employee” was defined as a “person who is employed by his employer on a permanent, full-time basis and who is working a minimum of ... 22.5 hours per week”. This definition was reflected in a benefit booklet prepared by Industrial Alliance for distribution to employees. (Subsequently, effective December 1, 2022, “Class 4” was added to the insurance contract. The definition of “Employee” was amended to add “a person who is employed by his employer on a permanent, part-time basis and who is working a minimum of 1 hour per week for such employer for Class 4”.)
17. It is also helpful to note that the definition of “Full Time Employees” contained in the Collective Agreement differs from the definition of a full-time employee in the insurance contract. Further, unlike the insurance contract, the Collective Agreement contains definitions of “Part Time Employees” and “Casual Employees”. The definitions from the Collective Agreement read as follows:
 - 2.02 Full Time Employees — A Full Time Employee is an employee within the bargaining unit who has satisfactorily completed the probationary period and is regularly scheduled to work seventy-five (75) hours or more in every two week pay period. A Full Time Employee will be scheduled as required, and their hours and days of work will appear on the posted schedule.
 - 2.03 Part Time Employees — A Part Time Employee is an employee within the bargaining unit who has satisfactorily completed the probationary period and is regularly scheduled to work less than seventy-five (75) hours in every two week pay period. A Part Time Employee will be scheduled as required, and their hours and days of work will appear on the posted schedule.
 - 2.04 Casual Employees — A Casual Employee is an employee whose work is not scheduled on a predetermined basis. Casual Employees may be prescheduled or called in on a relief basis only to fill in for illness, vacations, emergencies and other periods of staff shortages.

18. The agreed statement of facts includes the following. (The comments in square brackets are my own.):

23. Before the Union obtained bargaining rights, part-time employees received offers of employment in the form of letters. These letters referred to a document said to contain the wages, benefits and other conditions of employment for the role. The "Forestview Retirement Residence Compensation & Conditions of Employment for Staff", dated March 1, 2019, is attached as Tab 9 [hereafter, the "Employee Handbook"].

24. Employment offer letters issued during this period state that terms and conditions had been established over the years based on discussions between Forestview and the employees, who were represented by a Staff Relations Committee.

Under the heading "Premium Based Benefits", the document [i.e. the Employee Handbook] provides:

"Employee benefits are as set out in the Insurance Carrier's benefit booklet, and all are subject to any requirements of the Carrier in respect of eligibility or enrollment.

You will be given a booklet when you enrol. Please read it carefully."

Under the heading "Enrollment and Eligibility", the document [i.e. the Employee Handbook] provides:

"An employee who has completed the probationary period, and who holds a regular position, such that the employee is regularly scheduled to work at least seven and one half (7-1/2) hours per pay period, is eligible to participate in the benefit program.

Casual employees do not hold regular positions and are not eligible to participate. However, once a casual employee has completed probation, then we pay that person \$0.25 per hour worked in lieu of these benefits.

You must enroll in the benefits within thirty days after you have completed probation. Remember, if you have completed probation, but haven't enrolled, you aren't covered."

19. It is apparent that when referring to "part-time" employees in the agreed statement of fact, the parties are referring to "Part Time Employee" as subsequently defined in the Collective Agreement. I shall use the terms interchangeably.

20. The offer letters indicate that an employee who completed their probationary period, held a regular position and was regularly scheduled to work at least seven and one half hours per pay period (which were two weeks in length) was eligible to participate in the benefit program. However, the offer letters also indicate that "Employee benefits are as set out in the Insurance Carrier's benefit booklet, and all

are subject to any requirements of the Carrier in respect of eligibility or enrolment.” As noted, at the relevant time the Insurance Carrier’s benefit booklet and the insurance contract only provided for coverage to “full-time” employees, who were defined as working a minimum of 22.5 hours per week.

21. Notwithstanding the terms of the insurance contract, it is agreed that some part-time employees did receive Health Benefits during the period the Collective Agreement was being negotiated. The agreed statement of facts summarizes the evidence as follows:

- (a) 22 part-time employees were employed either as of January 2020, July 2020 or both.
- (b) 14 of the 22 were in receipt of full benefits during either January 2020, July 2020 or both.
- (c) Of the remaining 8, three had insufficient hours to complete probation. The other 5 did not receive full benefits at any time. Three of those 5 averaged less than 22.5 hours of work per week in January to July 2020.
- (d) Of the part-time employees in receipt of benefits, 7 were listed as working less than 22.5 hours per week on invoices from Industrial Alliance.
- (e) Of the part-time employees in receipt of benefits, 9 were averaging more than 22.5 hours worked per week from January to July 2020 according to the Employer’s pay records.
- (f) The parties have identified an additional 2 part-time employees hired after January 2020, R. Nares and B. Miranda, who later received full benefits. Both averaged more than 22.5 hours per week.

22. There is no evidence as to why the five individuals who had completed probation but were not in receipt of benefits did not receive benefits. I note under the insurance plan coverage was conditional upon an application being submitted to the insurer. It may be, as the Union argues, that those individuals simply did not apply for coverage.

23. All of the Part Time Employees in receipt of Health Benefits are listed as Class 7 on the records obtained from the insurer, notwithstanding that Class 7 is defined as “full-time”. While the insurance contract provided that a Class 7 employee was a full-time employee working at least 22.5 hours per week, at least one of the Part Time Employees listed on their application that their hours worked were 15. The

employee received coverage. Further, as noted, invoices from the insurer to the Employer indicate the hours worked per week by seven of the part-time employees in receipt of benefits as being fewer than 22.5.

24. Nine of the 14 part-time employees who were in receipt of Health Benefits were working more than 22.5 hours per week, thereby meeting the definition of “full-time” contained in the insurance contract. As argued by the Union, this means that five of the Part Time Employees who were in receipt of Health Benefits were working less than 22.5 hours per week.
25. No part-time employee in receipt of benefits worked fewer than 15 hours per week.
26. The Employer notes that 50% of the premiums for the Dental Benefits are paid by employees, yet no record of deduction of such premiums appears on its payroll records in relation to six of the part-time employees listed on the invoices it received from the insurer. It argues from its perspective these individuals were not enrolled in the Benefit Plan.
27. The Employer also notes that internal audits it conducted revealed the following:
 - (a) December 2019: three part-time employees with benefits and twenty-one without. Of the three, two had full benefits and one had dental only.
 - (b) January 2020: four part-time employees with benefits and twenty-two without. All four had full benefits.
 - (c) February 2020: four part-time employees with benefits and seventeen without. Three had full benefits and one had dental and pension.
28. The Employer also notes that one of the Part Time Employees who received benefits commenced as Full Time, and argues that the continuation of their benefit status as a Part Time Employee was an error. The Employer notes that some of the employees in receipt of benefits had been incorrectly categorized as Full Time. The Employer argues this also speaks to entitlement or receipt of benefits in error. Finally, the Employer argues that at least one of the employees categorized as Part Time routinely worked full time hours at the relevant time.
29. Ultimately, the Employer argues, the evidence shows that at the relevant times there were:

- (a) Five Part Time Employees not shown on the invoices it received from the insurer, and therefore not in receipt of benefits, all of whom worked under 22.5 hours per week;
- (b) Two Part Time Employees shown on the invoices it received from the insurer, all of whom worked under 22.5 hours per week; and
- (c) Twelve Part Time Employees shown on the invoices it received from the insurer, all of whom worked under 22.5 hours per week

Further, of the 14 Part Time Employees shown on invoices from the insurer, payroll records show that deductions for joint premiums were not made from six of them which, the Employer argues, means that if they were in receipt of benefits, the Employer was not aware of it. The Employer argues this evidence does not create a compelling portrait that the practice at the time the parties were negotiating the Collective Agreement was that all Part Time Employees were receiving Health Benefits.

30. In the alternative, the Employer argues that the second paragraph of Article 23.03 adopts the terms of the various Health Benefit plans by reference. The entitlement of part-time employees is, therefore, subject to whatever eligibility requirements were set out in those plans at the time the Collective Agreement was being negotiated. At that time, the plans only provided entitlement to “Class 7” and “Class 21”, both of which were referred to as “full-time”. “Class 21” were managerial and salaried employees who did not become part of the bargaining unit and are not relevant for present purposes. “Employee” was defined as a “person who is employed by his employer on a permanent, full-time basis and who is working a minimum of ... 22.5 hours per week”. Accordingly, the Employer argues, in order for a part-time employee to be eligible for Health Benefits they had to be a “person who is employed by his employer on a permanent, full-time basis and who is working a minimum of ... 22.5 hours per week”.
31. In my view, the second paragraph of Article 23.03 adopts by reference the coverage set out in the Health Benefit plans. The parties must be taken to have known the terms of those plans when they agreed to that language. Those plans provided for coverage to “full-time” employees working a minimum of 22.5 hours per week. As noted, that definition of full-time employee in the insurance contract differs from the definition of “Full Time Employee” inserted in the Collective Agreement by the parties and includes some individuals defined as “Part Time” by the Collective Agreement. This gives rise to a potential inconsistency. In my view, the parties’

statement in Article 23.03 that the Health Benefits for “Part Time Employees will continue in accordance with the Home’s current practice” addressed this inconsistency. These words have meaning. They recognize that an employee who was Part Time for the purposes of the Collective Agreement but full-time for the purposes of the insurance contract was eligible to receive the Health Benefits. That is, a Part Time Employee, as defined by the Collective Agreement, who was working a minimum of 22.5 hours per week was eligible to receive the Health Benefits. I note that this is also consistent with evidence showing a number of Part Time Employees working a minimum of 22.5 hours per week received Health Benefits.

32. In its reply argument, the Union argued the Employer conceded in argument that there was no dispute that Part Time Employees were entitled to Life and AD&D Insurance during the period in which the Collective Agreement was negotiated. It argued that if Part Time Employees were entitled to Life and AD&D insurance during that period then they must also have been entitled to Health Benefits. With respect, I did not understand the Employer to have made that concession. Rather, I understood the Employer to have conceded that there is no dispute that Part Time Employees are entitled to Life and AD&D insurance under the terms of the Collective Agreement. In any event, the evidence reviewed by the Union shows not all Part Time Employees were entitled to Life and AD&D Insurance during the period in which the Collective Agreement was being negotiated. Rather, it appears the Part Time Employees who were enrolled for Health Benefits were also enrolled in Life and AD&D Insurance. The practice as to which Part Time Employees had such coverage was inconsistent, as reviewed above. However, as noted above, the parties simply agreed in the Collective Agreement that the Employer would pay Life and AD&D Insurance premiums for Part Time Employee, rather than basing the Employer’s obligation on “current practice” as was the case for Health Benefits.
33. The question is whether the reference to continuation of the Employer’s current practice in relation to Health Benefits was intended to extend coverage beyond Part Time Employees who were working fewer than a minimum of 22.5 hours per week. There are two ways in which it could be argued to have done so. The first is that it extends the current practice of coverage, whether or not the parties had a shared understanding of what that coverage was. The second is that it extends the current practice of coverage of which the parties had a shared understanding. The first interpretation gives rise to uncertainty; the second interpretation does not. Further, because the parties are taken to have knowledge of the contents of the Health Benefit plans referenced in Article 23.03, the second interpretation has meaning as it

includes at least the Part Time Employees who are considered full-time for the purposes of the Health Benefit plans. Accordingly, in my view the second interpretation is to be preferred.

34. Can the parties' reference in the second paragraph of Article 23.03 to current practice be interpreted as extending to anything else? In *Sattva Capital Corp. v. Creston Moly Corp.*, 2014 SCC 53 (CanLII), [2014] 2 SCR 633, the Court stated as follows:

[56] I now turn to the role of the surrounding circumstances in contractual interpretation and the nature of the evidence that can be considered. The discussion here is limited to the common law approach to contractual interpretation; it does not seek to apply to or alter the law of contractual interpretation governed by the *Civil Code of Québec*.

[57] While the surrounding circumstances will be considered in interpreting the terms of a contract, they must never be allowed to overwhelm the words of that agreement (*Hayes Forest Services*, at para. 14; and Hall, at p. 30). The goal of examining such evidence is to deepen a decision-maker's understanding of the mutual and objective intentions of the parties as expressed in the words of the contract. The interpretation of a written contractual provision must always be grounded in the text and read in light of the entire contract (Hall, at pp. 15 and 30-32). While the surrounding circumstances are relied upon in the interpretive process, courts cannot use them to deviate from the text such that the court effectively creates a new agreement (*Glaswegian Enterprises Inc. v. B.C. Tel Mobility Cellular Inc.* (1997), 1997 CanLII 4085 (BC CA), 101 B.C.A.C. 62).

[58] The nature of the evidence that can be relied upon under the rubric of "surrounding circumstances" will necessarily vary from case to case. **It does, however, have its limits. It should consist only of objective evidence of the background facts at the time of the execution of the contract** (*King*, at paras. 66 and 70), **that is, knowledge that was or reasonably ought to have been within the knowledge of both parties at or before the date of contracting.**

[Emphasis added.]

35. The evidence shows that some individuals who worked fewer than 22.5 hours per week appear to have been treated by the insurer as eligible for Health Benefits. That evidence takes the form of invoices from the insurer, the Employer's payroll records and the internal audit performed by the Employer. It is not clear whether the internal audit took place during the time of negotiations or after, but for the sake of argument I assume that it took place during the time of the negotiations. While it is reasonable to assume that at the time of the negotiations, the Employer knew or

ought to have known about the insurer's invoices, its own payroll records and the results of its internal audit, there is no evidence that the Union had knowledge of any of this. Further, since those records were within the control of the Employer and not the Union, there is no basis to assume that the Union ought to have had knowledge of the information contained in the records. In the result, apart from the terms of the Health Benefit plans themselves, there is no evidence that both parties knew or reasonably ought to have known which Part Time Employees were in receipt of Health Benefits at the time they negotiated the Collective Agreement. I am unable to conclude that the parties intended to extend coverage to Part Time Employees working fewer than 22.5 hours per week.

36. In the result, I find that Article 23.03 provides for Health Benefits to Part Time Employees working a minimum of 22.5 hours per week.

Estoppel

37. Notwithstanding the grievance was filed on October 31, 2023, the Employer argues that the Union is estopped from seeking a remedy prior to May 7, 2025. That was the date on which the terms of the renewal collective agreement were settled by interest arbitration.
38. The basis for the Employer's argument is evidence showing that during the first two years of the Collective Agreement, the number of Part Time Employees in receipt of Health Care benefits fell. The Employer argues this constitutes a change in practice of which the Union must be taken to have been aware. The Union denies being aware of any such change in practice or that the circumstances are such that knowledge must be imputed to it.
39. I do not find it necessary to address this dispute. An estoppel requires: a representation by words or action by one party to the other; with the intention that the other party rely upon it; and that the other party does rely on that representation to its detriment. In this case, there is no evidence of detrimental reliance on the part of the Employer. At issue is the proper interpretation of Article 23.03 of the parties' first collective agreement, entered into on March 16, 2020. The practice relied upon by the Employer for the purposes of estoppel postdates that: it cannot be said to have been relied upon by the Employer at the time the first collective agreement was negotiated. The Union filed its grievance on October 31, 2023 (during the statutory freeze period). In doing so, the Union put the Employer on notice that it

disagreed with the Employer's interpretation of Article 23.03. This was well in advance of the finalization of the renewal collective agreement on May 7, 2025. The Employer appears to have had ample opportunity to address the issue during negotiations and interest arbitration proceedings related to the renewal collective agreement. In any event, there is no evidence that it did not.

Conclusion

40. For all of the foregoing reasons, the grievance is allowed in part. I find that the second paragraph of Article 23.03 of the Collective Agreement provides that Part Time Employees who work a minimum of 22.5 hours per week and meet the other eligibility requirements are entitled to Health Benefits and so declare. I remit the issue of compensation to the parties. I remain seized in the event they are unable to resolve that issue.

Dated this 9th day of September, 2026.

"Ian Anderson"

Ian Anderson

Arbitrator