

IN THE MATTER OF AN ARBITRATION

BETWEEN

Canadian Union of Public Employees, Local 139

(Union)

and

North Bay Regional Health Centre

(Hospital)

Re: Policy Grievance # G-24-139
Disclosure Re: Contracting out of
Community Transport Attendant Work

ARBITRATOR:

Nimal Dissanayake

APPEARANCES:

FOR THE UNION:

Ryan Newell and Erica Cartwright (Counsel)
Goldblatt Partners
Mike Turgeon
Mellisa Hodder

FOR THE EMPLOYER:

Hugh Dyer (Counsel)
Miller Thomson
Barristers & Solicitors
Rob Taylor

HEARING:

January 13, 2025, via Zoom

AWARD

1. I was appointed by the Minister of Labour Pursuant to s. 49 of the *Labour Relations Act, 1995* to hear a policy grievance which arose from the Hospital's decision to eliminate two Permanent Part-time Community Transportation Attendant positions by notice to the Union dated September 25, 2024, and to contract out the work performed by bargaining unit employees in those positions. In particular, the grievance raises the issue of the Hospital's obligations under article 9.08 of the collective agreement after a Redeployment Committee has been convened.
2. At the commencement of the hearing the parties advised that they had agreed upon terms to settle the instant policy grievance and requested that those terms be issued as a consent order.
3. The agreed upon terms of settlement are as follows:
 - (a) The Hospital acknowledges that Article 9.08(A)9d) of the Collective Agreement requires it to disclose "all pertinent staffing and financial information" to the Union through the Redeployment Committee in relation to the Notice of Elimination issued on September 25, 2024.
 - (b) Therefore, withing two weeks of this award, the Hospital shall provide the following documents and information to the Union/the Redeployment committee:
 - (i) Any documents containing financial and staffing information pertinent to the Hospitals' decision to eliminate three permanent part-time Community Transport Attendant ("CTA") positions and contract out their work, including but not limited to:

- . Any financial analyses and cost comparisons formulated by the Hospital regarding the cost savings associated with the contracting out of the CTA positions.
 - . Any reports, memoranda or any other documents containing pertinent financial and staffing information pertaining to the Hospital's decision to eliminate the CTA positions and/or contracting out the work.
 - . The RFP for the contract, PPT'S proposal for the contract covering the work, and any other bid and tender documents; and
- (ii) The contract(s) between the Hospital and PPTS for work normally performed by members of the bargaining unit. The Hospital reserves the right to redact the agreements concerning PPTS proprietary material.

4. The forgoing terms shall constitute an order of this Board.

Dated this 14th day of January 2025 at Burlington, Ontario

“signed”

Nimal Dissanayake

Arbitrator