

IN THE MATTER OF AN INTEREST ARBITRATION PURSUANT under the *Hospital Labour Disputes Arbitration Act and a Memorandum of Conditions of Joint Bargaining*

BETWEEN:

Service Employees International Union, Local 1 Canada

(the “Union”)

-and-

Participating Hospitals

(the “Participating Hospitals”)

in the matter of “local issues” for the renewal of collective agreements that expired on December 31, 2023.

BOARD OF ARBITRATION:

Jesse Kugler – Chair
Wassim Garzouzi – Union Nominee
Brett Christen – Employer Nominee

APPEARING FOR THE UNION:

Aleisha Stevens – Counsel
Sarah Correia – Director of Hospitals
Matt Cathmoir – Director of Research

APPEARING FOR THE EMPLOYER:

Carolyn Kay – Counsel
Joyce Chan – Labour Relations Consultant, Ontario Hospital Association
Louci Apkarian – Labour Relations Consultant, Ontario Hospital Association

Hearing conducted by videoconference on May 26, 2025. Executive Session conducted on June 17, 2025.

Background

1. This Board was constituted and convened under the *Hospital Labour Disputes Arbitration Act*, R.S.O. 1990, Chapter H.14 (“HLDAA”) to resolve local issues between the Service Employees International Union, Local 1 Canada (the “Union”) and the hospitals participating in joint central bargaining (the “Participating Hospitals”).
2. According to the Memorandum of Conditions for Joint Bargaining between the Union and the Participating Hospitals dated November 28, 2023 (the “Memorandum”), bargaining is conducted on both a “central” and “local” basis. The Memorandum outlines how issues are designated as central or local, and sets out procedures for negotiation and arbitration regarding these matters. This Board was established by the parties to address local issues, and both parties agree that this Board does not have jurisdiction over central issues.
3. A dispute has arisen between the parties concerning two proposals submitted by the Union in this local issues interest arbitration: Training Premium and Pandemic Pay (collectively referred to as the “Proposals”). The Participating Hospitals contend that the Board lacks jurisdiction to consider the Proposals, asserting that these matters constitute central issues under the Memorandum. Accordingly, they object to the Board’s authority to adjudicate them in this proceeding. Conversely, the Union argues that the Proposals are properly characterized as local issues and are thus appropriately before the Board for consideration in this proceeding.
4. This Award addresses the objection raised by the Participating Hospitals regarding the Board's jurisdiction to adjudicate the Proposals.

The Facts

5. The parties prepared an Agreed Statement of Facts (the “ASF”). No *viva voce* evidence was called. The ASF states:

1. The SEIU Local 1 (“Union”) and Ontario Hospitals Association (“OHA”) on behalf of the Participating Hospitals met on November 28-30 to begin central bargaining for the Participating Hospitals.
2. On November 28, 2023 the Parties signed a Memorandum of Terms for Central Bargaining (“MOCJB”) which outlines what is to be bargained centrally. **Tab 1**
3. Bargaining for central issues began on November 28, 2023.
4. The parties exchanged proposals for central bargaining on November 28 and November 29, 2023.

5. The Union's November 28, 2023 proposals tabled at central bargaining are at **Tab 2**.
6. The Union's November 29, 2023 proposals tabled at central bargaining are at **Tab 3**.
7. Throughout bargaining the Hospital did not respond to various of the Union's proposals including the Training Premium proposal.
8. The Parties proceeded to mediation before Sheri Price. Briefs for mediation were provided to Arbitrator Price on February 8, 2024. **Tab 4** is a copy of the Union's Mediation Brief which included both the Training Premium and the Pandemic Pay proposals.
9. During mediation, the Parties continued to exchange passes. **Tab 5** is a copy of the Union's Pass.
10. Neither the Training Premium nor the Pandemic Pay proposal was discussed at mediation. The OHA did not respond to various of the Union's proposals including the Training Premium and Pandemic Pay proposal.
11. As a result of no agreement being reached at mediation, the Parties proceeded to interest arbitration by way of written submissions on March 28, 2024.
12. The Parties did reach agreement on an Addendum to the MOCJB with respect to Article 18.01 Meal Allowance: **Tab 6**.
13. Neither of the Training Premium nor Pandemic Pay proposals were pursued to interest arbitration by the Union.
14. The Central Award issued on April 18, 2024. **Tab 7**.
15. On August 9, 2024, the Union and the OHA electronically exchanged local proposals for vetting. **Tab 8** is a copy of the Union's coordinated proposals for local bargaining.
16. On August 14, 2024 Union representatives met with OHA representatives to review of the Parties' respective proposals to agree on whether proposals were appropriately local issues. Present for the Union was Sarah Correia, Director of Hospitals, Matthew Cathmoir, Director of Research, and Laurie Chapman, Manager of Hospitals. Present for the OHA was Phillip Cifarelli,

Consultant for the OHA, Joyce Chan, Labour Relations Consultant, and Louci Apkarian, Labour Relations Consultant.

17. The Training Premium and Pandemic Pay were approved as local issues on August 15, 2024 **Tab 9**.

18. The Local Parties began bargaining on or after September 3, 2024. Both Training Premium and Pandemic Pay were tabled as a local issue at all Hospitals.

19. The Union advises that the following hospitals bargained prior to October 3, 2024:

<u>Hospital Name</u>	<u>Service Type</u>	<u>Coverage</u>	<u>Local Bargaining Dates</u>
North of Superior Healthcare - McCausland Hospital - Wilson Memorial General Hospital	Service/Clerical	FT & PT	October 1-3
St Joseph's Care Group - St Joseph's Hospital	Clerical	FT	September 24, October 29 and 30
St Joseph's Care Group - St Joseph's Hospital	Clerical	PT	September 24, October 29 and 30
Thunder Bay Regional Health Sciences Centre	Service	FT	September 9, October 16 and 17
Thunder Bay Regional Health Sciences Centre	Service	PT	September 9, October 16 and 17
Georgian Bay General Hospital, Huronia-Penetang Sites	Service	FT & PT	October 2
Royal Victoria Hospital	Service	FT & PT	September 25, October 1, October 9
West Haldimand General Hospital	Service	FT & PT	October 2, 3, 4
Southlake Regional Health Centre	Service	FT	October 1, October 28
Southlake Regional Health Centre	Service	PT	October 1, October 28
Alexandra Marine & General Hospital	Service	FT	September 11 and 12
Alexandra Marine & General Hospital	Service	PT	September 11 and 12
Bluewater Health – All Sites	Service/Clerical	FT & PT	September 19, October 16, 17
Listowel Memorial Hospital	Service	FT	October 3, 4
Listowel Memorial Hospital	Service	PT	October 3, 4

20. On September 12, 2024: Alexandra Marine General Hospital signed off on the Union's Pandemic Pay proposal. Sensenbrenner Hospital and Haliburton Highlands Health Services also signed off on the Pandemic Pay proposal. **Tab 10**

21. On October 3, 2024 the OHA sent an email to the Union advising it had amended its position and considered training premium and pandemic payment proposals to be central as each was tabled by the Union at the central table and rejected by the Participating Hospitals. **Tab 11**

6. All the documents found within the Tabs identified in the ASF were filed as evidence in this proceeding.

The Memorandum

7. Because the parties' arguments centred on interpreting and applying the Memorandum, it is useful to identify its relevant sections:

MEMORANDUM OF CONDITIONS FOR JOINT BARGAINING

BETWEEN

THE PARTICIPATING HOSPITALS

Listed in Appendix "A"
(hereinafter called the "Hospitals")

AND

SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 1 CANADA

On its own behalf and on behalf of each of its Local Unions listed in Appendix
"A"
(hereinafter called the "Union")

The Union and the Hospitals have established and authorized their respective Central Negotiating Committees as set forth in Appendix "B", who may be accompanied by their Counsel and others from time to time, for the purpose of bargaining on those issues identified by the parties hereto as central issues and coordinating the resolution of local issues to the extent provided herein.

...

It is the desire and intent of the Union and the Hospitals to provide a method of orderly collective bargaining and to negotiate in good faith through their respective Central Negotiating Committees...

1. (a) The issues for central bargaining shall be determined by the Central Negotiating Committees and may include but shall not go beyond those set out in Appendix "C" attached hereto....

...

(c) Apart from the negotiations conducted between the two Central Negotiating Committees, there shall be no bargaining by any Participating Local 1 Canada Bargaining Unit of the Service Employee International Union with any Participating Hospital or Hospitals with respect to any central issue and any agreement on any central issue arising from any such unauthorized bargaining shall be null and void.

2. (a) All issues other than those identified by the Central Negotiating Committees as central issues will be considered local issues between each Participating Local 1 Canada Bargaining Unit of the Service Employees International Union and each Hospital. It is understood that the identification of any issue as a "local" issue shall be without prejudice to either party as to the merits or negotiability of such issue. Each Participating Local 1 Canada Bargaining Unit of the Service Employees International Union and each Hospital shall submit to its respective Central Negotiating Committee, its proposals, if any, on local issues no later than **August 6, 2024**. The Central Negotiating Committees shall review these proposals on local issues by no later than August 30, 2024, in order to ensure that all such proposals are properly local in nature. Bargaining on local issues between the respective Hospitals and each Participating Local 1 Canada Bargaining Unit of the Service Employees International Union shall commence no earlier than **September 3, 2024** and shall not continue beyond **November 22, 2023**.

[emphasis added]

...

APPENDIX "C"

ISSUES APPROPRIATE FOR CENTRAL BARGAINING

...

- | | |
|-----------------------------|--|
| 17. <u>Premium Payments</u> | Definition of Regular Straight Time Rate of Pay
Definition of Overtime
Reporting Pay
Standby
Weekend Premium
Call Back
Responsibility Outside of the Bargaining Unit |
|-----------------------------|--|

	Overtime – Lieu Time
	Paid Time to Working Time
	Professional and Technical Education Premiums (NEW)
	Preceptorship (NEW)
18. <u>Allowances</u>	Meal Allowance (except meals away from Hospital)
	Transportation Allowance
...	
31. <u>Miscellaneous</u>	(as agreed by the Central Negotiating Committee)

Position of the Parties

The Participating Hospitals

8. The Participating Hospitals submit that the parties have an established bargaining history, as outlined in the Memorandum and its predecessors, which distinguishes between central issues—negotiated and arbitrated at the central level—and local issues, which are addressed locally. According to the terms of the Memorandum, the Participating Hospitals assert that the Union is not permitted to present the same proposals at both the central and local bargaining tables.

9. The Participating Hospitals submit that the parties’ Central Negotiating Committees are responsible for determining whether an issue is central in nature. They do so, it is submitted, by listing matters that are appropriate for central bargaining in Appendix “C” to the Memorandum. Noting that Appendix “C” identifies the broad categories of “Premium Payment”, “Allowances”, and “Miscellaneous,” the Participating Hospitals argue that Training Premium and Pandemic Pay are properly characterized as central issues and therefore cannot be advanced in local bargaining and local interest arbitration.

10. The Participating Hospitals submit that the Union has acted as though it understood the Proposals to belong at the central table. It notes that the Union included a Training Premium proposal in its central issues proposals dated November 28 and 29, 2023. It states that the Union then included the Training Premium and Pandemic Pay proposals in its central issues Mediation Brief submitted to Mediator Price on February 8, 2024, and maintained the Proposals in its pass to the Participating Hospitals on February 10, 2024. The Union’s conduct, it is submitted, confirms the parties mutual understanding that the Proposals were central in nature.

11. Anticipating the Union’s argument, the Participating Hospitals argue that it does not matter whether the parties discussed the Union’s Proposal during central bargaining or mediation. They further contend that it does not matter that the Union elected not to pursue the Proposals at central interest arbitration. What matters, submits that Participating Hospitals, is that the Proposals fall within the categories of issues listed in Appendix “C” to the Memorandum that are “appropriate

for central bargaining” and that the Union advanced them at the central table without objection from the OHA.

12. While the Participating Hospitals acknowledge that the Proposals were “approved” by the parties as local issues on August 15, 2024, it submits that such approval was a mere oversight and was corrected by October 3, 2024. The Participating Hospitals point to the written agreement between the parties permitting the issue of Meal Allowance to be bargained locally and submit that there is no comparable agreement concerning Training Premium and Pandemic Pay. The fact that the Proposals were tabled and, in some cases, agreed to at local bargaining is also immaterial, according to the Participating Hospitals. Any such agreements, it is submitted, are “null and void” under the Memorandum, and the parties can address the implications flowing from that result following the Board’s determination in this matter.

13. The Participating Hospitals request that its objection be upheld.

The Union

14. The Union submits that Training Premium and Pandemic Pay are not found in Appendix “C” to the Memorandum. It disputes that the general reference to “Premium Payment”, “Allowances”, or “Miscellaneous” in Appendix “C” is sufficient to sweep-in the Proposals to central bargaining, noting that the parties have identified the specific types of “premiums” and “allowances” that they wish to be treated as central and Training Premium and Pandemic Pay are not included. Pursuant to paragraph 1(a) of the Memorandum, in determining issues for central bargaining, the Union submits that the Central Negotiating Committees “shall not go beyond” the issues expressly identified in Appendix “C”. Referring to paragraph 2(a) of the Memorandum, the Union submits that “all other issues other than those identified by the Central Negotiating Committees as central issues will be considered local issues.” According to the Union, because Training Premium and Pandemic Pay are not listed in Appendix “C”, they may not be bargained centrally and are deemed to be local issues under the Memorandum.

15. The Union acknowledges that it tabled the Proposals during bargaining and mediation (though not during central interest arbitration). However, it submits that it is the Memorandum, not the Union’s initial tabling of the Proposals, that governs. The Union reiterates that the Proposals are not listed in Appendix “C” and therefore are deemed to be appropriate for local bargaining. More fundamentally, it emphasizes that the Central Negotiating Committees “approved” the Proposals as “properly local in nature” in accordance with paragraph 2(a) of the Memorandum. Having approved the Proposals as local in nature, the Union submits that it was not open to the Participating Hospitals to seek renege on that approval.

16. Finally, the Union submits that the Participating Hospitals have suffered no prejudice because the issues were not bargained/discussed at the central table and they were not pursued at central interest arbitration. Conversely, if the Participating Hospital’s motion is upheld, the Union submits that local issues bargaining would be upended, and the agreements on Pandemic Pay

reached between the Union and Alexandra Marine General Hospital, Sensenbrenner Hospital and Haliburton Highlands Health would, under the Memorandum, be “null and void.”

17. The Union therefore requests that the Participating Hospitals’ objection to the Proposals be dismissed.

Decision

18. The Memorandum governs the process of central and local bargaining between the Union and the Participating Hospitals. Its purpose is to “provide a method of orderly collective bargaining and to negotiate in good faith through their respective Central Negotiating Committees” renewal collective agreements. The Memorandum achieves such order by delineating between central and local issues; central issues being those listed by the Central Negotiating Committee in Appendix “C” to the Memorandum and local issues being all issues other than those identified by the central Negotiating Committee as central. Under the Memorandum, issues are either central or local. Absent agreement of the parties, they cannot be both.

19. The Participating Hospitals submit that the Union’s Training Premium and Pandemic Pay proposals are, in fact, central issues because they fall within the broad categories of “Premium Payments”, “Allowances”, or “Miscellaneous” found in Appendix “C”. However, the words “Training Premium” and “Pandemic Pay” are not found in Appendix “C” and there is no evidence before the Board as to how the Memorandum has been interpreted and applied in prior rounds of collective bargaining, including whether, as the Participating Hospitals assert, all premiums and matters related to pay, whether expressly listed in Appendix “C” or not, have been treated as central issues.

20. Ultimately, the Board is not required to determine whether under the Memorandum, properly interpreted, the Union’s Training Premium and Pandemic Pay proposals fall within Appendix “C” because the facts establish that they were subsequently *approved* by the parties on August 15, 2024 as *local issues*. While the parties did not reduce that agreement to writing in the same way they did with the issue of Meal Allowance, the Proposals were nonetheless vetted and approved as “local in nature” in accordance with paragraph 2(a) of the Memorandum. And, importantly, the Proposals were subsequently the subject of local issues bargaining between the Union and several Participating Hospitals before the OHA sought to amend its position on October 3, 2024, with three such hospitals agreeing to include Pandemic Pay in their renewal collective agreements. In our view, the OHA cannot, in the circumstances, unilaterally amend the parties’ prior approval of these as local issues. To do so would be the opposite of “orderly collective bargaining”; it would be disorderly collective bargaining.

21. To be clear, this does not mean that a party – in this case, the Union – is entitled to take “two kicks at the can.” Issues are either central or local. That is the order the Memorandum seeks to achieve. However, the fact that an issue was tabled centrally does not necessarily mean that it cannot be later tabled locally. Whether it can or not is, in effect, to be determined by agreement of

the parties as reflected in the vetting of local issues. That is where such determinations are required to be made.

Disposition

22. For the reasons stated, the Board finds that, in the current round of bargaining, the Union's Training Premium and Pandemic Pay proposals are "properly local in nature" in accordance with paragraph 2(a) of the Memorandum.

23. The Board therefore dismisses the Participating Hospitals objection to the Proposals being advanced in this local interest arbitration.

Dated this 4th day of September, 2025.



Jesse Kugler – Chair

"I dissent"

Brett Christen – Participating Hospitals Nominee

"I dissent, in part"

Wassim Garzouzi – Union Nominee