

IN THE MATTER OF AN INTEREST ARBITRATION BETWEEN:

The Crown in Right of Ontario

and

OPSEU/SEFPO Unified Bargaining Unit

**Before: Gerry Lee
Sole Arbitrator**

Appearances

**For the Crown: Sunil Kapur
Patrick Pengelly
McCarthy Tetrault
Barristers & Solicitors**

**For OPSEU/
SEFPO Unified: Coleen Houlder, OPS Unified Bargaining Team Chair
2021 OPS Unified Bargaining Team
Len Elliott, OPS Supervisor**

The matters in dispute proceeded to a mediation-arbitration on January 20th and 21st, 2024.

Introduction

This mediation-arbitration was convened to address the wage reopener agreement in the collective agreement for the term of January 1, 2022 to December 31, 2024 between The Crown in right of Ontario (hereafter the “Employer”) and the OPSEU/SEFPO Unified Bargaining Unit (hereafter the “Unified Bargaining Unit”). In resolving the wage reopener issues, careful attention has been paid to the relevant criteria. Both parties identified various classifications in the bargaining unit that they viewed warranted exceptional consideration in the form of a special wage adjustment. These matters are addressed below. Any outstanding issue not specifically addressed in this award is deemed dismissed.

Wage Increases

1. Wage Increases inclusive of 1% already negotiated (for all classifications in the Unified Bargaining Unit except Non-Law Student Employees).

January 1, 2022: 3.0%

January 1, 2023: 3.5%

January 1, 2024: 3.0%

The wage increases would be applied to all current and past employees, including members on any leave including LTIP, who were employed during the period of January 1, 2022, to current.

Special Wage Adjustments

Both parties identified and each made submissions for special wage adjustments for certain Unified Bargaining Unit classifications. Many of the classifications identified in specific ministries by the parties have experienced very significant attraction and retention challenges related directly to compensation issues. The compensation issues for the identified classifications have led to material staffing challenges, and, in certain cases, concerns around continuity of critical frontline services and services concerning public health and safety. Accordingly, I award the following special wage adjustments for the specific classifications in certain ministries set out below in Appendix A. Special wage adjustments shall be effective January 1, 2024.

2. Wage Increases for First and Second Year Summer Law Students

First and second year law students have not had a change in their wages since 1999 (other than the 1% wage increases already negotiated for 2022, 2023 and 2024). As a result, there have been material recruitment and retention issues. Accordingly, a one-time special adjustment to apply all ATBs reached with the Unified Bargaining Unit between January 1, 2000 and January 1, 2024 (inclusive). The special wage adjustment shall be effective January 1, 2024 and is set out in Appendix A.

3. Nursing Experience Credit

The parties shall amend the OPSEU/SEFPO Unified Bargaining Unit collective agreement with the following language in respect of Nursing Experience Credit, which is consistent with the recent OPSEU/SEFPO Corrections Bargaining Unit interest arbitration award dated December 4, 2023:

This letter shall apply to full-time, part-time, and fixed-term nursing positions. Claims for related clinical experience, if any, shall be made in writing by the nurse within 90-days of the date of hire to the Employer. Credit for related experience will be retroactive to the nurse's date of hire. The nurse shall co-operate with the Employer by providing verification of previous experience. Having established the related clinical experience, the Employer will credit a new nurse with 1904 or 1725.50 hours as applicable for each year of experience, up to the maximum of the salary grid. The nurse shall be placed at the corresponding step on the salary grid commensurate with their years of experience. Merit dates/hours shall be adjusted to reflect a partial year's credit.

For clarity, this credit for clinical experience shall only be used for placement on the wage grid and will have no impact on fixed-term seniority or Continuous Service Date (Articles 18 and 31A.17).

If a period of more than two (2) years has elapsed since the nurse has occupied a full-time or a part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Employer. The Employer will give due consideration to an internationally educated nurse's experience where the process for registration with the College of Nurses of Ontario has prevented them from occupying a nursing position for a period of more than two (2) years. For full-time nurses, the Employer shall give effect to part-time nursing experience, and for part-time nurses the Employer shall give effect to full-time nursing experience. NOTE: For greater clarity, related nursing experience includes related nursing experience out of province and out of country.

Within 180 days from date of this award, current employees in nursing positions will have a one (1) time opportunity to submit in writing a claim for related clinical experience to the Employer. The nurse shall co-operate with the Employer by providing verification of previous experience. These claims shall be reviewed by the Employer and employees shall be placed at the corresponding step on the salary grid commensurate with their years of experience. Merit dates/hours shall be adjusted to reflect a partial year's credit. Any retroactive amounts owed shall be limited to the date of the interest arbitration award.

Conclusion

At the request of the parties, I remain seized with respect to the implementation of this award.

DATED at Toronto this 21 day of January 2024.

Original signed by:

Gerry Lee, Sole Arbitrator

Appendix A

Various Classifications in Certain Ministries

Effective January 1, 2024:

16710	AMBULANCE COMMUNICATIONS OFFICER 1 (MOH)	01/01/2024	37.36	38.52	39.31	40.22	41.87	44.36	45.69
16711	AMBULANCE COMMUNICATIONS OFFICER 2 (MOH)	01/01/2024	38.95	40.15	41.39	42.75	44.51	47.05	48.44
95504	OPERATIONAL (BU) OST15 (OCWA)	01/01/2024	1,226.83	1,264.80	1,314.73	1,366.80	1,420.23	1,477.15	1,521.52
95504P	OPERATIONAL (BU) OST15 (PEEL) (OCWA)	01/01/2024	1,691.73	1,737.64	1,797.98	1,860.88	1,925.46	1,994.28	2,047.87
95505	OPERATIONAL (BU) OST16 (OCWA)	01/01/2024	1,316.68	1,357.40	1,411.82	1,468.45	1,527.40	1,588.62	1,636.27
93032	UTILITY PLANT ELECTRICIAN (OCWA)	01/01/2024	34.62	35.69	36.49	37.58			
93030P	MAINTENANCE ELECTRICIAN (PEEL) (OCWA)	01/01/2024	39.26	40.34	41.12	42.22			
SA									
93034	MAINTENANCE ELECTRICIAN, FOREMAN/WOMAN (OCWA)	01/01/2024	36.74	37.85	38.82	40.00			
93034P	MAINTENANCE ELECTRICIAN, FOREMAN/WOMAN (PEEL) (OCWA)	01/01/2024	42.06	43.21	44.18	45.40			
93010	MAINTENANCE FOREMAN/WOMAN (OCWA)	01/01/2024	33.17	34.20	34.92	35.96			
93010P	MAINTENANCE FOREMAN/WOMAN (PEEL) (OCWA)	01/01/2024	39.91	41.01	41.73	42.86			
93006	MAINTENANCE MECHANIC 3 (K7 SALARY NOTE) (OCWA)								

SA	01/01/2024	30.92	31.88	32.55	33.55	
93006P	MAINTENANCE MECHANIC 3 (PEEL) (OCWA)					
SA	01/01/2024	38.14	39.19	39.91	40.98	
40402	WASTE AND WATER PROJECT OPERATOR 1 (OCWA)					
	01/01/2024	27.92	28.79	29.50	30.14	31.06
40402P	WASTE AND WATER PROJECT OPERATOR 1 (PEEL) (OCWA)					
	01/01/2024	34.08	34.95	35.66	36.30	37.21
40404	WASTE AND WATER PROJECT OPERATOR 2 (OCWA)					
	01/01/2024	29.49	30.41	31.13	31.89	32.83
40404P	WASTE AND WATER PROJECT OPERATOR 2 (PEEL) (OCWA)					
	01/01/2024	35.68	36.58	37.32	38.06	38.99
41100G	RESOURCE TECHNICIAN 1 (G29 SALARY NOTE) (MNRF)					
	01/01/2024	25.38	26.16	26.72	27.53	
41102G	RESOURCE TECHNICIAN 2 (G29 SALARY NOTE) (MNRF)					
	01/01/2024	27.36	28.20	28.92	29.60	30.48
41104G	RESOURCE TECHNICIAN 3 (G29 SALARY NOTE) (MNRF)					
	01/01/2024	29.16	30.07	30.74	31.52	32.43

Nursing Classifications for OPS Unified

Effective January 1, 2024, a one-time special adjustment such that the following Unified Bargaining Unit Nurse classification nurse wages rates will be at parity with the OPS Correctional Bargaining Unit Nurse classification wage rates:

41500	Psychiatric Nursing Assistant 1(P1 Salary Note)
41502	Psychiatric Nursing Assistant 2 (P1 Salary Note)
41504	Psychiatric Nursing Assistant 3 (P1 Salary Note)
41506	Psychiatric Nursing Assistant 4 (P1 Salary Note)
50052	Nurse 2, General (N2, N3 Salary Note)
50054	Nurse 3, General (N1, N2, N3 Salary Note)
50072	Nurse 2, Clinic (N2 Salary Note)
50110	Nurse 2, Special Schools (N2 Salary Note)
50112	Nurse 3, Special Schools (N1, N3 Salary Note)
50120	Nurse 1, Public Health (N2 Salary Note)
50050	Nurse 1, General

50064 Nurse, Outpatient Clinics (N2, N3 Salary Note)
50070 Nurse 1, Clinic (N2 Salary Note)
50075 Head Nurse, Output Clinics (N1, N2, N3 Salary Note)
50080 Nurse 1, Nursing Education
50082 Nurse 2, Nursing Education (N3 Salary Note)
50084 Nurse 3, Nursing Education
50122 Nurse 2, Public Health
50124 Nurse 3, Public Health
50128 Nurse, Occupational Health & Safety (N2 Salary Note)

Salary notes N1, N2 and N3 from the General Notes and Allowances deleted effective January 1, 2024).

No nurse to see reduction in wages as a result of implementation of this award.

First and Second Year Law Students

Effective January 1, 2024:

U0164 First Year Law Student \$26.52
U0165 Second Year Law Student \$29.75