

IN THE MATTER OF AN INTEREST ARBITRATION BETWEEN:

The Geographic LHIN carrying on business as “Home and Community Care Support Services” (Employer)

and

OPSEU/SEFPO on behalf of its Locals 274, 315, 382, 4101 and 675

Before: Gerry Lee
Sole Arbitrator

Appearances

For the Employer: Richlynn Lorimer
VP – HR, OD and Equity, Home and Community Care Support Services, Provincial

Sara Vertlieb
VP – HR, OD and Equity, Home and Community Care Support Services, HNHB

Cindy Cacciotti
VP – HR, OD and Equity, Home and Community Care Support Services, North East and North Simcoe Muskoka

Dan Merritt
VP – HR, OD and Equity, Home and Community Care Support Services, Central East and Champlain

Dan McPherson
Bass Associates PC

For the Union:
OPSEU/SEFPO Julie Lenko – L 274, Bargaining Team Chair
Jill Edwards – L315
Cathy Parsons – L382
Stephan Lemaire – L4101, Bargaining Team Vice Chair
Suzanne Rehel – L675
Lois Boggs - OPSEU/SEFPO Negotiator
Christian Down - OPSEU/SEFPO Research Officer

The matters in dispute proceeded to a mediation-arbitration on May 11 – 12th, 2024.

Introduction

This mediation-arbitration was convened under a Memorandum of Settlement between the parties subject to the *Ontario Labour Relations Act, 1995* ("OLRA") to address the wage reopener agreement in the collective agreement for the five LHIN bargaining units listed below:

OPSEU Local	Collective Agreement Term
274 – Hamilton Niagara Haldimand Brant LHIN	April 1, 2020 – March 31, 2023
315 – Central East LHIN	April 1, 2020 – March 31, 2023
382 – North Simcoe Muskoka LHIN	January 1 – 2021 – December 31, 2023
L4101 – Champlain LHIN	January 1 – 2021 – December 31, 2023
L675 – North East LHIN	July 1, 2020 – June 30, 2023

Between the Geographic LHINs (hereafter the "Employer") and the OPSEU/SEFPO Locals 274, 315, 382, 4101, 675 (hereafter the "Union"). Any outstanding issue not specifically addressed in this award is deemed dismissed, including all grievances, claims and demands of any nature whatsoever related to Bill 124.

Wage Increases

1. Wage Increases inclusive of 1% already negotiated

Year 1: 1.75%
Year 2: 2.0%
Year 3: 3.0%


The wage increases would be applied to all current and former employees, including members on any leave including LTIP, who were employed during the collective agreement period outlined for the locals above in the introduction.

All retroactive payments shall be executed within three full pay periods.

Conclusion

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

Dated this 13th of May, 2024 in Toronto, Ontario


Gerry Lee, Sole Arbitrator