IN THE MATTER OF AN INTEREST ARBITRATION PURSUANT TO THE *HOSPITAL LABOUR DISPUTES ARBITRATION ACT*

BETWEEN

HONEYWELL LIMITED

("Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 786.01

("Union")

Re: Interest Arbitration

BEFORE

James Hayes, Chair
Harold Ball, Employer Nominee
Joe Herbert, Union Nominee

APPEARANCES

For the Union

Jonah Gindin, CUPE Research
Tracey Pinder, CUPE Health Coordinator
Gus Oliveira, CUPE National Representative
Shawn Prest, CUPE Local 786.01

For the Employer

Katherine Meehan, Counsel (on December 20, 2018 only)
Allan Wells, Counsel
Allison Di Cesare, Counsel

The Union made its submissions at a hearing on December 20, 2018. Employer submissions were made in writing on January 25, 2019. A Union Reply was filed on April 23, 2019.

AWARD

1. This matter arises under the *Hospital Labour Disputes Arbitration Act* and requires determination of the remaining issues in dispute for the renewal of a collective agreement that expired on September 28, 2017.

2. The case concerns a small bargaining unit of approximately 10 persons who provide maintenance services to the West 5th campus of St. Joseph's Hospital Health Care Hamilton ("Hospital"). On December 6, 2013, the Employer began providing building maintenance services for the Hospital at its Mental Health and Psychiatric Site Operations. Before Honeywell began performing these services, CUPE-represented Hospital employees did this work. Ten of these CUPE-represented Hospital employees were transferred to Honeywell. As required by the Honeywell/Hospital commercial agreements, the Employer accepted the 2013-17 collective agreement between CUPE and the Hospital as binding.

3. In the most recent round of central negotiations for the 2017-2021 term, 54 hospitals, including St. Joseph's, reached a settlement in April 2018. The provisions of this renewal collective agreement now apply to the remaining maintenance workers directly employed by the Hospital. In late 2018 the local bargaining parties reached agreement with respect to other issues that also arise in this arbitration.

4. As explained by the Union in its Brief, Honeywell maintenance employees "work the same kinds of shifts using the same kinds of equipment and products and work the same hours as maintenance employees at other sites [who are] directly employed by the Hospital, and as maintenance employees directly employed by other hospitals across the province". Honeywell does not dispute this crucial representation.

5. In arriving at our Award, the Board has considered all of the usual interest arbitration criteria and has noted, in particular, a previous award concerning this Employer and another trade union where the relevant issues were canvassed in

considerable detail: *Honeywell Limited v. Unifor Local 636,* 2016 CanLII 17001 (ON LA) (Anderson, Gottheil, Kotandis). The facts and legal principles set out in that case resonate to a significant degree with those before us.

6. In these circumstances, we see no need to dilate upon the Employer submission that "the best comparators are the other bargaining units at Honeywell or similarly situated employers". We agree with the Employer's position that these bargaining units are relevant comparators. They have been reviewed and considered. We do not agree, however, that they comprise either the only or the best comparators.

7. On the admitted facts before us, we have no hesitation in concluding that we should give prime consideration to the collective bargaining product, reached voluntarily in this round, that now governs the same type of maintenance employees who perform exactly the same type of work in virtually the same location; that is, maintenance workers directly employed by the Hospital. And, particularly with respect to the Hospital's proposals, we have reviewed and considered the collective bargaining products that have been arrived at by hospitals and other contractors similarly situated to Honeywell notably including those involving the same bargaining agent.

8. Therefore, having regard to the universally accepted principle of replication of free collective bargaining, we award as set out below. The renewal collective agreement shall also include the terms of the previous agreement as modified by the parties in bargaining prior to the arbitration. Any proposal not specifically dealt with in this Award is dismissed.

9. We are aware that these parties will be engaged in the next round of collective bargaining in the very near future. What this means is that the parties will have every opportunity to further tailor their collective agreement if and as they may see fit; for example, to address 'housekeeping' or nomenclature issues, if any,

that may remain. We do not see this as an appropriate task for an Interest Board of Arbitration at least in the first instance.

10. Term

September 29, 2017 – September 28, 2019

11. Wages

1.4% effective September 29, 2017
1.4% effective September 29, 2018

12. Classification Adjustments

Mechanic 2	$28.72
HVAC Mechanic	$29.85
Painter	$28.72

adjustments to be made prior to the general wage increase

13. Meal Allowance

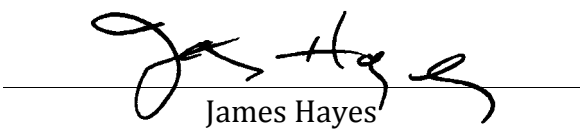
Increase to $10.00

14. Retroactivity

To be paid within 60 days

15. The Board will remain seized to the extent necessary until the parties execute a formal collective agreement.

Dated at Toronto this 16th day of May, 2019.



James Hayes

"Joe Herbert"
Joe Herbert

Dissent of Employer Nominee

I respectfully dissent from the majority award for the following reasons.

While I agree with the majority that the comparators submitted by the Company are in fact relevant, I believe that with respect to the wages/classification adjustments, meal allowance and the Company's "housekeeping" proposals, they should have been accorded greater weight.

Regarding the classification adjustments and meal allowance, the Company provided numerous comparators that in my respectful option clearly established that the increases sought by the Union, and which the majority awarded, were excessive, and not otherwise warranted when viewed within the context of a broader comparator base.

Furthermore, as these parties are not bound by the Central Agreement, and, as noted in the Company's brief, it does not participate in the central bargaining process, when applying the principle of replication the parties may have ultimately agreed to the across-the-board wage increases being sought by the Union, but would not have done so in isolation, without achieving one or more of the Company's other bargaining objectives.

Turning to the Company's "housekeeping" or "nomenclature" issues, I fail to understand why the majority did not award the Company's proposals with respect to Central Bargaining, Transformation of Health Care, replacing the word "Hospital" with "Company," and the Financial Advisory Committee, to name just a few.

Honeywell is a private Company, and unlike a Hospital, is not a public sector employer, therefore these provisions are in no way relevant to the parties to this

collective agreement. In addition, the comparator data submitted by the Company, which clearly demonstrates that this type of language is not prevalent in the vast majority of the comparator collective agreements, was in my view sufficient to warrant their removal/amendment.

In conclusion, had the Company's comparator data been given greater weight, and been reflected in the content of this award, I could perhaps agree that this award was consistent with the universally accepted principle of replication of free collective bargaining.

All of which is respectfully submitted.

"Harold Ball"

May 16, 2019