



Town Hall - Hospital Sector Kaplan Arbitration Decision

**Marilynn Dee RN, Manager II Negotiations - Team Lead Hospitals
& Wassim Garzouzi, Counsel for ONA**

July 28, 2023



Review of Kaplan Board of Arbitration Decision

Summary of proposals and what was awarded

2023 Hospital Central Arbitration Analysis			
Central Article	ONA Proposal	OHA Proposal	Arbitrator Kaplan Ordered
Isolation Pay- 6.05 (e)	Pay for quarantine/isolation	Opposed	awarded
Mentorship Premium- 9.08 (a)	April 1, 2023: \$1.90 (from \$0.60 to \$2.50)	April 1, 2023: \$0.45 (from \$0.60 to \$1.05); April 1, 2024: \$0.45 (from \$1.05 to \$1.50)	\$2.00
Student Supervision Premium- 9.08 (b)	April 1, 2023: \$1.90 (from \$0.60 to \$2.50)	April 1, 2023: \$0.45 (from \$0.60 to \$1.05); April 1, 2024: \$0.45 (from \$1.05 to \$1.50)	\$2.00
Short term Layoff 10.08 (a)	Opposed	A reassignment of a nurse would no longer be considered a layoff. Partial shift reassignments would no longer be considered a layoff. Reassignment for greater than 4 consecutive shifts would be in reverse order of seniority. Employers can essentially permanently reassign you to a different unit.	awarded with some changes
Agency Nurses- 10.12 (c)	Change threshold for agency usage from 1.5% of Bargaining Unit hours to no more than 5% of an individual's hours. Increase payment to local union to \$2.50 an hour penalty from \$0.62 with biweekly payments. Nurses working with agency nurses will be entitled to Group, Unit, or Team Leader premium per Article 19.04 (d).	Opposed	
Long term Layoff 10.14 (b)	Opposed	Eliminate offers for Retirement Allowances on units issuing a long-term layoff notice. Instead, only provide allowances when a nurse would otherwise be laid off as a result of a permanent reduction in their hours of work	awarded
Agency Nurse Reporting- 10.16 (e)	Provide more detailed reporting including per unit and hospital wide usage.	Opposed	awarded
Long-Term Disability- 12.01	Coverage to age 80	Opposed	
Overtime- 14.01	Double time for all overtime; 2.5x on paid holidays	Opposed	
Work on Paid Holiday- 14.04	Double time, 2.5x OT on paid holiday	Opposed	
Lieu Time- 14.09	Double time	Opposed	
Evening Premium- 14.10	April 1, 2023: \$0.25 (from \$2.25 to \$2.50)	April 1, 2023: \$0.05 (from \$2.25 to \$2.30); April 1, 2024: \$0.05 (from \$2.30 to \$2.35)	
Night Premium- 14.10	April 1, 2023: \$1.00 (from \$2.98 to \$3.98)	April 1, 2023: \$0.25 (from \$2.98 to \$3.23); April 1, 2024: \$0.20 (from \$3.23 to \$3.43)	

Summary of proposals and what was awarded

2023 Hospital Central Arbitration Analysis			
Central Article	ONA Proposal	OHA Proposal	Arbitrator Kaplan Ordered
Change of Schedule- 14.12	Apply Full Time standard to Part time- less than 48 hour notice of schedule change results in 1.5x		
Weekend Premium- 14.15	April 1, 2023: 1.5x pay for all weekend hours worked (from \$3.14)	April 1, 2023: \$0.35 (from \$3.14 to \$3.49); April 1, 2024: \$0.30 (from \$3.49 to \$3.79)	
FT Vacation- 16.01	8 weeks after 30 years	Opposed	
PT Vacataion Pay	16% after 30 years	Opposed	
Health Spending Account: 17.01 (a)	Health care spending account \$1000/year	Effective April 1, 2024, Introduce at \$100/yr for active employees only	
Wage Increase- 19.01 (a)	April 1, 2023: 12%; April 1, 2024: 6%; Eliminate 1st two steps on the grid; Long Service Entitlements: 2% to wage rate at 14 years, 4% to wage rate at 21 years, 6% to wage rate at 28 years	April 1, 2023: 3%; April 1, 2024: 3%	3.5% and 3%
NP Wage Grid- 19.01 (a)	Standard Grid for all NPs: April 1, 2023 Start- \$71.49, Max- \$78.86; April 1, 2024 Start- \$75.78, Max- \$83.59	Opposed	
Percent in Lieu- 19.01 (b) (c)	15% not enrolled in HOOPP, 11% enrolled in HOOPP	Opposed	\$0.14
Team Leader- 19.04 (d)	\$3.00 (from \$2.00 to \$5.00)	Opposed	\$4.00
Recent Related Experience- 19.05 (a)	RN experience will be applicable in determining placement on the grid for NPs	Opposed	
Letter of Understanding: Supernumary Positions New Grad Guarantee	Opposed	Delete language that positions will first be created on medical or surgical units unless where agreed otherwise by the parties. Disallow nurses to transfer to permanent positions before the end of their supernumary appointment. Allow the Employer to simply place the supernumary nurse into any vacant permanemtn position without posting it if they are not successful in posting into a position of choice.	awarded with some changes
Letter of Understanding: Supernumary Positions IENs	Opposed	Delete language that positions will first be created on medical or surgical units unless where agreed otherwise by the parties. Disallow nurses to transfer to permanent positions before the end of their supernumary appointment. Allow the Employer to simply place the supernumary nurse into any vacant permanemtn position without posting it if they are not successful in posting into a position of choice.	awarded with some changes
Letter of Understanding: NPs	Establish guidelines and parameters where NPs will devote 80% of their time to clincial responsibilities and approximately 20% to non-clinical responsibilities. Establish guidelines related to preceptorship stipends received directly from the Universities.	Opposed	



Wages

Classification – Registered Nurse

- April 1, 2023 – **New** Grid + 3.5% GWI
- April 1, 2024 – 3.0%

		Step 1	Step 2	Step 3
Step	01-Apr-22 Current	01-Apr-23 New Grid	01-Apr-23 3.5%	01-Apr-24 3.0%
Start	\$35.52	\$36.65	\$37.93	\$39.07
1 Year	\$35.69	\$37.57	\$38.88	\$40.05
2 Years	\$36.28	\$38.51	\$39.86	\$41.06
3 Years	\$38.07	\$40.24	\$41.65	\$42.90
4 Years	\$39.87	\$42.05	\$43.52	\$44.83
5 Years	\$42.12	\$44.15	\$45.70	\$47.07
6 Years	\$44.39	\$46.36	\$47.98	\$49.42
7 Years	\$46.65	\$48.68	\$50.38	\$51.89
8 Years	\$50.85	\$52.53	\$54.37	\$56.00

Other Classifications

- Article 19.01 (d) states that the percentage differentials must be maintained between the RN grid and other classifications.
- This means that all wage adjustments in the Kaplan decision apply to all local classifications. They are not just limited to the 3.5% and 3.0% general wage increases.
- The average rate increase of 4.75% will also be similarly reflected in those other classifications.
- The gap will not be narrowed between the RN classification and other classifications.
- In terms of dollar basis, the gap actually grows.

Example – RN and NP Start Rates

- 2022 – Percentage differential is 40.3% or \$17.93 dollars higher.
- 2024 – Percentage differential is still 40.3% but the dollar amount has increased to \$19.73

RN	01-Apr-22	01-Apr-23	01-Apr-24
Start	\$35.52	\$37.93	\$39.07
1 Year	\$35.69	\$38.88	\$40.05
2 Years	\$36.28	\$39.86	\$41.06
3 Years	\$38.07	\$41.65	\$42.90
4 Years	\$39.87	\$43.52	\$44.83
5 Years	\$42.12	\$45.70	\$47.07
6 Years	\$44.39	\$47.98	\$49.42
7 Years	\$46.65	\$50.38	\$51.89
8 Years	\$50.85	\$54.37	\$56.00

NP	01-Apr-22	01-Apr-23	01-Apr-24
Start	\$53.45	\$57.08	\$58.80
1 Year	\$54.96	\$59.87	\$61.67
2 Years	\$57.02	\$62.65	\$64.54
3 Years	\$60.76	\$66.47	\$68.46
4 Years	\$65.30	\$71.28	\$73.43
5 Years	\$67.21	\$72.92	\$75.11

Retroactivity

- Retroactivity will be paid on wages only.
- Article 19.10 did not change; retroactivity is to be paid within four full pay periods of July 20, 2023.
- Retroactivity will be paid to all current and former employees.
- Retroactivity will be paid on a separate cheques where payroll systems allow.
- Allowing for different systems, retroactivity should be paid by October 12, 2023.

Wage increases from March 31, 2023 to April 1, 2024

- Average of 16% increase overall as a result of the Stout and Gedalof Bill 124 reopener decisions, as well as the Kaplan decision.

	Previous Wage Rates		Kaplan Award			Total Wage Gains			
	Under Bill 124	After Reopeners	New Grid	3.5% ATB	3.0% ATB	Kaplan Award		Kaplan Award + Reopeners	
	01-Apr-22	01-Apr-22	01-Apr-23	01-Apr-23	01-Apr-24	\$	%	\$	%
Start	\$34.24	\$35.52	\$36.65	\$37.93	\$39.07	\$3.55	10%	\$4.83	14%
1 Year	\$34.40	\$35.69	\$37.57	\$38.88	\$40.05	\$4.36	12%	\$5.65	16%
2 Years	\$34.97	\$36.28	\$38.51	\$39.86	\$41.06	\$4.78	13%	\$6.09	17%
3 Years	\$36.70	\$38.07	\$40.24	\$41.65	\$42.90	\$4.83	13%	\$6.20	17%
4 Years	\$38.43	\$39.87	\$42.05	\$43.52	\$44.83	\$4.96	12%	\$6.40	17%
5 Years	\$40.59	\$42.12	\$44.15	\$45.70	\$47.07	\$4.95	12%	\$6.48	16%
6 Years	\$42.78	\$44.39	\$46.36	\$47.98	\$49.42	\$5.03	11%	\$6.64	16%
7 Years	\$44.97	\$46.65	\$48.68	\$50.38	\$51.89	\$5.24	11%	\$6.92	15%
8 Years	\$48.17	\$50.85	\$52.53	\$54.37	\$56.00	\$5.15	10%	\$7.83	16%
25 Years	\$49.02								



Other Compensation

Percent-in-Lieu

- Effective April 1, 2024, percent-in-lieu of benefits will increase by 1% to 14% for part-time.

Step	01-Apr-23 13% in lieu	01-Apr-23 9% in lieu	01-Apr-24 14% in lieu	01-Apr-24 10% in lieu
Start	\$42.86	\$41.34	\$44.54	\$42.98
1 Year	\$43.93	\$42.38	\$45.66	\$44.06
2 Years	\$45.04	\$43.45	\$46.81	\$45.17
3 Years	\$47.06	\$45.40	\$48.91	\$47.19
4 Years	\$49.18	\$47.44	\$51.11	\$49.31
5 Years	\$51.64	\$49.81	\$53.66	\$51.78
6 Years	\$54.22	\$52.30	\$56.34	\$54.36
7 Years	\$56.93	\$54.91	\$59.15	\$57.08
8 Years	\$61.44	\$59.26	\$63.84	\$61.60

New Isolation Pay

6.05 (f) Employees who are absent from work due to a communicable disease and required to quarantine or isolate due to:

i) the employer's policy, and/or

ii) operation of law and/or

iii) direction of public health officials,

shall be entitled to salary continuation for the duration of the quarantine.

- Arbitrator Kaplan awarded a breakthrough proposal on salary continuance in the event an employee must self-isolate.
- This is the first of its kind in healthcare.

Group, Unit or Team Lead Premiums

19.04 (c) Group, Unit or Team Leader

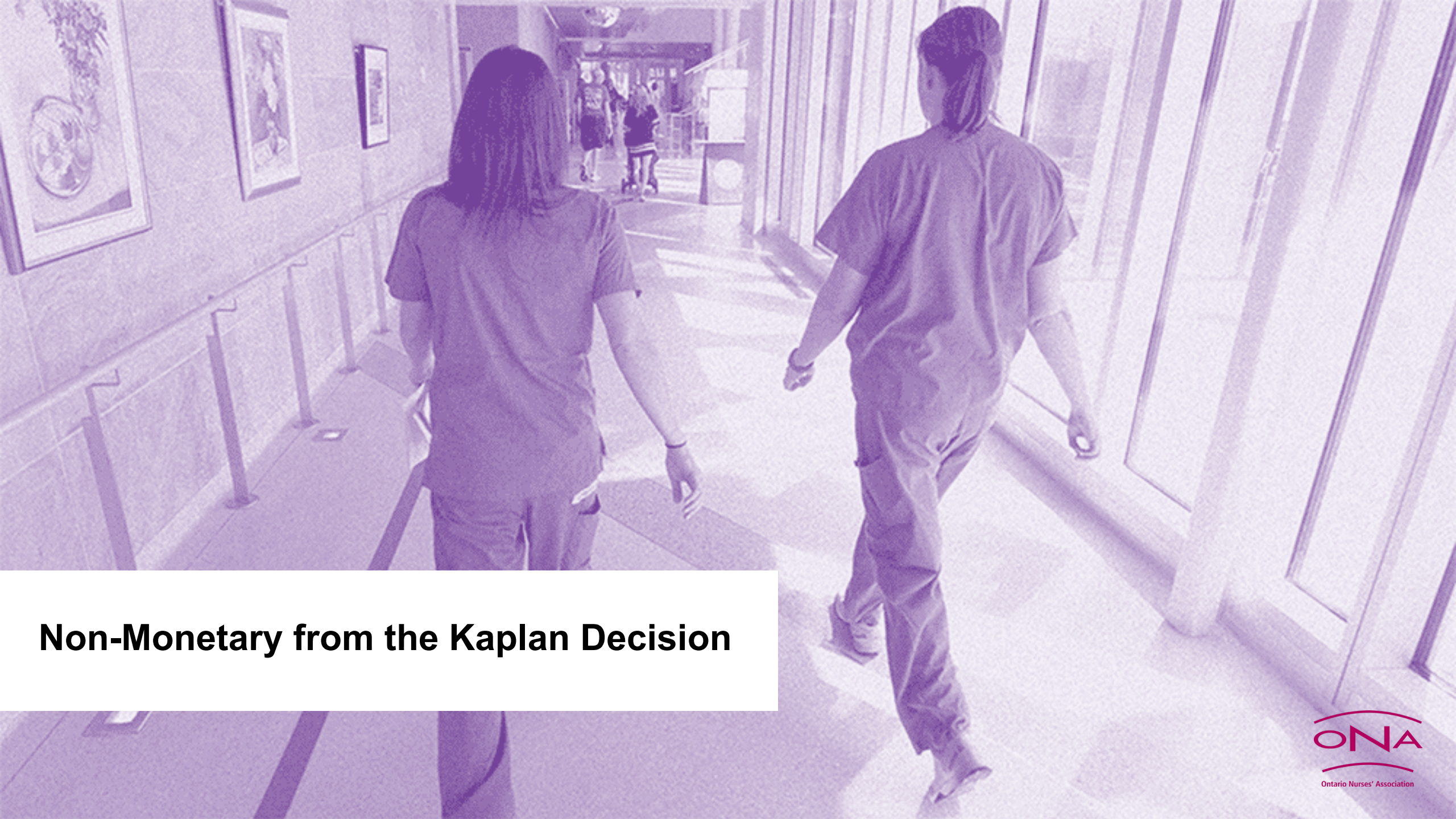
Effective July 20, 2023, whenever an employee is assigned additional responsibility to direct, supervise or oversee work of employees within their classification, and/or be assigned overall responsibility for patient care on the unit, ward, or area, for a tour of duty, the employee shall be paid a premium of ~~two dollars (\$2.00)~~ **four dollars (\$4.00)** per hour in addition to their regular salary and applicable premium allowance.

NOTE: The local parties may negotiate, in the local issues negotiations, adjustments to the applicable wage grids in circumstances when nurses who assume duties under (b) or (d) above are paid more than nurses in classifications that perform such duties on a permanent basis. Such adjustments will be limited to the equivalent amounts paid under (b) or (d) above. Notwithstanding 19.01(d) such a dispute will fall under the jurisdiction of the Local Issues Arbitration Board.

- This premium **doubled**.
- There will be some adjustment that will need to be done for some Charge RN classifications if the grid reflects only the RN rate plus \$2.00. The note found in this article allows the local parties to correct this.

Student Supervision & Mentorship Premium

- 9.08 (a) **Effective July 20, 2023**, where a nurse is assigned nursing student supervision duties, the Hospital will pay the nurse a premium of ~~sixty cents (\$0.60)~~ **two dollars (\$2.00)** per hour for all hours spent supervising nursing students. This article will not apply to job classifications that are paid above the Registered Nurse Classification rates set out in Article 19.01 (a) where the higher rate of pay is, in part, based on nursing student supervision duties.
- 9.08 (c) **Effective July 20, 2023**, the Hospital will pay the nurse for this assigned additional responsibility a premium of ~~sixty cents (60¢)~~ **two dollars \$2.00** per hour, in addition to their regular salary and applicable premium allowance.
- This premium more than **tripled**.



Non-Monetary from the Kaplan Decision

Agency Reporting

10.16 (e) The Hospital will provide the Union, on a quarterly basis, with satisfactory reporting respecting the use of agency nurses **as follows:** ~~and the percentage that use represents of total bargaining unit hours worked (RN)~~

- i) **Agency nurse hours worked per unit.**
- ii) **Total bargaining unit hours worked per unit.**
- iii) **Percentage of agency nurse hours worked per unit.**
- iv) **Total agency nurse hours worked hospital-wide.**
- v) **Total bargaining unit hours worked hospital-wide.**
- vi) **Percentage of total agency nurse hours worked hospital-wide.**

The Union may, at its expense arrange for an audit of the information provided and the employer will cooperate in that audit process.

- This reporting requirement will allow the Union to better track agency usage per unit as well as hospital-wide.

Reassignment and Layoff

Article 10.08 and 10.14:

- Arbitrator Kaplan awarded the OHA proposals.
- Reassignment can now be up to four consecutive shifts before it is considered a short-term layoff.
- Prior to a long-term layoff, the hospital can offer affected nurses the opportunity to transfer to a vacant position without having to post to the position.
- If there are no volunteers, then by reverse order of seniority the hospital can reassign those qualified to perform the work.
- The hospital bears the onus to prove that the vacant position is substantially the same and the hospital will have to accommodate the nurse if this causes any hardship.
- If there are no further vacant positions, then the layoff provisions apply starting with the offering of retirement packages prior to issuing notices of layoff.

Supernumerary Positions and Internationally Educated Nurses

- The hospital can now create positions in any unit within the hospital for these opportunities.
- The nurses in these positions can now apply for a permanent position during their probationary period but may not transfer until the supernumerary position is complete.

A woman with dark hair pulled back, smiling and looking slightly to her left. She is wearing a patterned top and a lanyard with the ONA logo. The background is blurred, showing what appears to be a hallway or meeting area.

Items Agreed to During Negotiations

Agreed Items

- 19.02 – delete all Temporary Class Certificate/Graduate Nurse Grids in the local appendix.
- 5.05 – retirements to be included in list submitted with dues.
- 7.10 & 7.11 – remove outdated language regarding a Board of Arbitration for grievances which reflects current practice of using a sole arbitrator.
- 8.01 – **new** language to allow nurses to have union representation when meeting with managers to discuss workload issues.
- 10.07 (g) – nurses that are applying for permanent positions in a higher paying classification are not subject to waiting for nine months.

Agreed Items (continued)

- 11.02 – ONA staff leave for temporary staff positions increased to eighteen months, and **new** language clarifying process for secondments.
- 11.05 – ability to use vacation and/or banked lieu time for bereavement leave for extended travel or a person who is not listed.
- 11.06 – Jury & Witness Duty – addition of attending meetings and preparing for meetings – no loss of pay.
- 12.14 – reimbursement from hospital for medical certificate will be done in a timely manner.
- 13.03 – encourage the parties to explore, discuss and determine innovative schedules.

Agreed Items (continued)

- 13.04 – Weekend Worker – the additional shift can be an extended or regular tour. Now entitled to shift premiums and have the ability to switch shifts will all RNs on the unit.
- 13.06 – **New** – Skills and Knowledge Opportunities – opportunities may be created to allow expert nurses to support novice nurses. These can include reduced workload or altered schedules. Will receive mentorship premium and applies to an individual, not a position



Editorial & Housekeeping

Editorial & Housekeeping

- 17.01 (g) – Benefits Age 65 and Older – benefits extended up to age 80.
- 17.09 – removal of updated Benefits Review Subcommittee language.
- 11.13 – **new** title added – Family Medical Leave.
- IAC Chairs – addition of two names and removal of one name.
- Mentorship Guidelines – amendment to reflect Article 9.08 (c).
- All other Letters of Understanding have been renewed.

Questions





- Ratification – The arbitration decision is final and binding.
- If you have further questions following the meeting, please contact your Bargaining Unit President

Thank you!



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