CITATION: OPSEU v. Ontario et al, 2012 ONSC 2348
DIVISIONAL COURT FILE NO.: 325/10
DATE: 2012/09/11

ONTARIO

SUPERIOR COURT OF JUSTICE

DIVISIONAL COURT

The Honourable Mr. Justice Kent
The Honourable Mr. Justice Jennings
The Honourable Madam Justice Pepall

B E T W E E N :	
ONTARIO PUBLIC SERVICE EMPLOYEES UNION Applicant	R. Blair, for the Applicant
- and -	
THE CROWN IN RIGHT OF ONTARIO (as represented by the Ministry of Community Safety and Correctional Services and the Ministry of Children and Youth Services) Respondent	F. Murji and J. Richards, for the Respondent
-and-	
THE GRIEVANCE SETTLEMENT BOARD Respondent	
	HEARD at Toronto: Friday, March 30, 2012

REASONS FOR DECISION

BY THE COURT

[1] The applicant, the Ontario Public Service Employees Union ("the Union"), applies for judicial review of a decision of Vice-Chair Owen Gray of the Grievance Settlement Board ("the Board") dated April 29, 2010 in which he determined that the Board could not award damages to grievors "for or by reason of an accident happening to the worker or an occupational disease contracted by the worker while in the employment of the employer" if the alleged accident or disease is or was compensable under the provisions in the *Workers' Compensation Act*, R.S.O. 1990, c.W.11 ("*WCA*") or its successor, the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c.16, Schedule A ("*WSIA*").

Background Facts

(a) Grievances

[2] Approximately 235 grievances sought unspecified damages from the respondent employer, the Ministry of Community and Correctional Services and the Ministry of Children and Youth Services, for violation of the health and safety provision in Article 9.1 of the current collective agreement and the identical provision found in Article 18.1 of prior agreements. That provision states:

> The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.

[3] The grievances, which were filed at various times commencing in 1991 and ending in 2008, alleged that exposure to second-hand smoke, particularly in correctional facilities, violated the collective agreements and entitled the affected grievors to damages. Some of the grievors alleged that their exposure to second-hand smoke had caused an identifiable adverse effect on their health and sought compensation under either the *WCA* or the *WSIA*. Grievances were also filed on behalf of employees who had not yet exhibited any specific health problems but who

were concerned with the long-term effects associated with second-hand smoke. In all grievances, the main remedy sought was damages arising from the employer's alleged violation of the health and safety provisions in the collective agreements. Of the 235 grievances, all but 22 have been dismissed for reasons unrelated to the issues in dispute on this application.

(b) Respondent's Preliminary Objection Before the Board

[4] Before the Board, the respondent employer brought a preliminary objection to the grievances. The parties agreed that the Vice-Chair should decide the issues raised on a preliminary basis. The respondent advanced three arguments. Firstly, the Board's remedial jurisdiction under Article 9.1 and Article 18.1 of the collective agreements was limited to the awarding of declarations and directions. The collective agreements simply incorporated the *Occupational Health and Safety Act* R.S.O. 1990, c. O. 1, which did not provide for the award of damages. Secondly, by virtue of s. 16 of the *WCA* and s. 26(1) of the *WSIA*, the Board had no jurisdiction to consider fault-based claims pertaining to compensable injuries as defined under those Acts, and therefore, the grievances had to be dismissed. While it was permissible for the parties under the collective agreements to provide for enhanced no-fault benefits beyond those provided under the Acts---for example, a benefits top-up---the parties could not contract around the legislature's decision that "eligibility for compensation for workplace injuries should be determined under the [relevant Act] on a no-fault basis." Lastly, the respondent argued before the Board that the collective agreements' language failed to clearly establish that the parties had intended to contract for permissible supplemental benefits.

[5] In response, the applicant Union argued before the Board that the historic trade-off that led to the establishment of the *WCA* only involved a substitution of no-fault insurance for *tort* claims, and the legislation "did not affect the employee's right to enforce a provision of an employment contract", which in this case was the collective agreement. It submitted that the only thing that the parties could not contract out of was the statutory compensation scheme established for "compensable injuries". Damages may be awarded. The Union also denied that clearer language would be necessary to establish the grievors' compensation claims.

c) Vice-Chair Gray's Decision

[6] Vice-Chair Gray considered the respondent's preliminary objection. He noted that, early in the twentieth century, Ontario (and other jurisdictions) enacted legislation whereby the right of employees to take legal proceedings against their employer was replaced with a right to no-fault compensation for workplace injuries. This system was funded by mandatory employer contributions. At that time, there was no Labour Relations statute or grievance arbitration system for resolving workplace disputes. As part of this trade-off scheme, the *WCA* gave the Workman's Compensation Board exclusive jurisdiction to determine "whether an accident arose out of and in the course of an employment" within the scope of the *WCA* and "whether personal injury or death" had been caused by the accident. Under the *WSIA*, the Workman's Compensation Board became the Workplace Safety and Insurance Board.

[7] The first issue the Vice-Chair had to consider was whether the boundaries and the impact of the historical trade-off were to be addressed by the Board or the Workplace Safety and Insurance Tribunal ("the Tribunal"), the *WSIA* successor to the Workman's Compensation Appeal Tribunal ("WCAT") under the *WCA*. The Vice-Chair reviewed the relevant portions of the *WCA* and the *WSIA* and noted previous case law establishing that it fell to arbitrators, and hence the Board, rather than to the Tribunal to determine this issue. Specifically, in *Welland County General Hospital v. Ontario Nurses Association*, Decision 53/87, 5 W.C.A.T.R. 97 ("*Welland*"), the WCAT had decided that it had no jurisdiction to deal with grievances and the arbitration procedure under the applicable *Labour Relations Act*.

[8] Having determined that he had jurisdiction, the Vice-Chair turned to the merits of the respondent's preliminary objection.

[9] Following an extensive review of case law, at para. 83, the Vice-Chair concluded that the Board had jurisdiction to award damages in respect of violations of the health and safety provisions of collective agreements but that this power was subject to the limitations imposed by the *WCA* and the *WSIA*.

[10] Sections 16 and 17 of the *WCA* state:

> 16. The provisions of this Part are in lieu of all rights and rights of action, statutory or otherwise, to which a worker or the members of his or her family are or may be entitled against the employer of such worker, or any executive officer thereof, for or by reason of any accident happening to the worker or any occupational disease contracted by the worker on or after the 1st day of January, 1915, while in the employment of such employer, and no action lies in respect thereof. (Emphasis added.)
>
> 17(1). Any party to an action may apply to the Appeals Tribunal for adjudication and determination of the question of the plaintiff's right to compensation under this Part, or as to whether the action is one the right to bring which is taken away by this Part, or whether the action is one in which the right to recover damages, contribution, or indemnity is limited by this Part, and such adjudication and determination is final and conclusive.

[11] The *WCA* was repealed in 1998 and replaced by the *WSIA*. Section 26 of the *WSIA* states:

> 26. (1) No action lies to obtain benefits under the insurance plan, but all claims for benefits shall be heard and determined by the Board.
>
> (2) Entitlement to benefits under the insurance plan is in lieu of all rights of action (statutory or otherwise) that a worker, a worker's survivor or a worker's spouse, child or dependant has or may have against the worker's employer or an executive officer of the employer for or by reason of an accident happening to the worker or an occupational disease contracted by the worker while in the employment of the employer. (Emphasis added.)

[12] The Vice-Chair rejected the Union's argument that the *WCA* and the *WSIA* restrictions only applied to tort and not to contract. He observed that the historical trade-off embodied in the two Acts was that the employer's contributions to the compensation fund protected it from liability for compensable workplace injuries. Whether pleaded in tort or in contract, the substance was the same.

[13] The Vice-Chair concluded that the Board could not award damages under Articles 9.1 or 18.1 for compensable injuries to which the *WCA* or the *WSIA* would have applied:

> This Board cannot award a grievor damages 'for or by reason of an accident happening to the worker or an occupational disease contracted by the worker while in the employment of the employer' if the alleged accident or disease is or was compensable under the *WCA* or *WSIA* … The proper question is whether an injury or illness of the sort alleged by the grievor would be or would have been compensable under the applicable statute *if proven*.

[14] He also determined that it was possible for parties to a collective agreement to contract for supplemental benefits for those workers with compensable injuries but "very clear and careful language is required to accomplish this in a collective agreement context" and "[t]he supplementary entitlement must flow from something other than the injury itself." He determined that in contrast to Article 41 of the collective agreement which provided for income continuity and a top up of benefits payable under the *WSIA*, Articles 9.1 and 18.1 of the collective agreements in issue did not provide for such a supplemental benefit.

JUDICIAL REVIEW APPLICATION

[15] The Union applied for judicial review of the Vice-Chair's decision. Before us, it seeks: an order quashing and setting aside the Vice-Chair's decision; an order that the Board has the jurisdiction to award damages under the relevant collective agreements despite the provisions of the *WCA* and the *WSIA;* and an order remitting the matter back to the Board for hearing and determination of the merits and damages to be awarded.

ISSUES

[16] The respondent abandoned its argument on undue delay. There are therefore three issues to be considered on this application.

1. What is the appropriate standard of review?

2. Did the Vice-Chair err in finding that the Board cannot award damages "for or by reason of an accident happening to the worker or an occupational disease contracted by the worker while in the employment of the employer" if the alleged accident or disease is or was compensable under the *WCA* or the *WSIA*?

3. Did the Vice-Chair err in finding that the parties to the collective agreement could only contract for enforceable supplementary workers' compensation benefits if they used clear and careful language ?

STANDARD OF REVIEW

a) Positions of the Parties

[17] The applicant submits that the standard of review is correctness. The Vice-Chair was interpreting a statute that is neither the Board's home statute nor one it usually interprets. The Union argues that the Board has no particular expertise in this regard and is protected only by a weak "final and binding" privative clause. In essence, the issue in dispute involves a legal interpretation of statutes that is not at the core of an arbitrator's expertise.

[18] The respondent submits that the standard of review is reasonableness. A labour arbitrator's interpretation of a collective agreement is entitled to significant deference and the full standard of review analysis described in *Dunsmuir v. New Brunswick*, 2008 SCC 9, is not required. Alternatively, if such an analysis is conducted, the factors weigh in favour of deference to the Board and the utilization of a reasonableness standard.

b) Discussion

[19] Even though there is much jurisprudence on an arbitrator's interpretation of a collective agreement attracting a reasonableness standard[1], this case also engages the intersection of the *WCA* and the *WSIA* with the provisions of the collective agreements in issue. The parties did not provide the court with a clear precedent for this case and, in our view, a full standard of review analysis is required. As such, based on *Dunsmuir*, four issues must be considered:

i. the presence or absence of a privative clause;

ii. the purpose of the tribunal as determined by interpretation of enabling legislation;

[1] See for instance *Dunsmuir v. New Brunswick*, 2008 SCC 9, *Canadian General-Tower Limited v. United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local 862*, 2008 ONCA 404, and *Ontario (Ministry of Children And Youth Services) v. Ontario Public Service Employees Union*, 2010 ONSC 4006.

iii. the nature of the question in issue; and

iv. the expertise of the Board.

[20] The constituent statute of the Board is the *Crown Employees Collective Bargaining Act, 1993*, S.O. 1993, c. 38 ("*CECBA*"). Section 7(3) of that statute states:

> s. 7(3) Every collective agreement relating to Crown employees shall be deemed to provide for the final and binding settlement by arbitration by the Grievance Settlement Board, without stoppage of work, of all differences between the parties arising from the interpretation, application, administration or alleged violation of the agreement, including any question as to whether a matter is arbitrable.

[21] In *National Automobile Aerospace Transportation and General Workers Union of Canada (CAW-Canada) Local No. 27 v. London Machinery Inc.* (2006), 79 OR (3d) 444 (C.A.), the Court of Appeal held that s. 48(1) of the *Labour Relations Act* contained a "strong privative clause". The language of s. 48(1) mirrors that of s. 7(3) of the *CECBA*.

[22] In our view, the privative clause in the *CECBA* is strong and supports a high degree of judicial deference to the Board.

[23] Turning to the second factor, the purpose of the Board is to provide dispute resolution services to Crown employers and unions representing Crown employees as identified under the *CECBA*. This factor also favours deference. In *Ontario Public Service Employees Union v. Seneca College of Applied Arts and Technology* (2006), 80 OR (3d), at para. 39, the Court of Appeal described the purpose of s.7(3) of the *CEBCA* as being to secure:

> …a final and binding resolution of workplace disputes and to secure this resolution in a prompt, efficient and cost-effective way. Peace and harmony in the workplace depend on maintaining the integrity of the grievance and arbitration process. In turn, the integrity of this process will be maintained only if the courts give significant deference to the decisions of arbitrators.

[24] The third factor to be considered is the nature of the question in issue. On the agreement of the parties, the Vice-Chair was asked to determine whether the Board had jurisdiction to award damages based on the health and safety provision in the collective agreements in light of s. 26(2) of the *WSIA* and s. 16 of the *WCA*. In *Seneca College*, the Court of Appeal accorded a

high level of deference in circumstances where the Board's determination of the scope of its powers involved in part an interpretation of the collective agreement. The same should be the case here. Furthermore, as in *London Machinery*, where a standard of reasonableness was applied, the legislation in issue lies at the core of the work of labour arbitrators. The Board is regularly asked to interpret the *WCA* and the *WSIA* and here the Vice-Chair was asked to determine the impact of these statutes on the interpretation of the health and safety provisions and the Board's remedial powers under the collective agreements.

[25] The last factor to be considered is the expertise of the Board. While not the primary focus of the Board's deliberations, certainly interpretation of labour relations and related legislation such as the *WCA* and the *WSIA* in relation to collective agreements would be within the Board's area of expertise. Although not as strong a factor as the others, it too favours deference.

[26] In conclusion, having considered the relevant factors, the standard of review is reasonableness. In this instance, the Board was answering a question concerning the remedial powers under a collective agreement, well within its core function. The question required the Vice-Chair of the Board to interpret the collective agreements and the application of the *WCA* and *WSIA* to the collective agreements. Interpreting such employment-related statutes has been held to be within the core function of labour arbitrators in the employment law sector: *National Automobile Areospace Transportation and General Workers' Union v. London Machinery Inc.* at para. 37. The strong privative clause combined with the relative expertise of the Board with the issues raised, dictates that this court give the Board a high level of deference and apply a standard of review of reasonableness.

HEALTH AND SAFETY PROVISION IN COLLECTIVE AGREEMENTS

[27] The second issue to be considered is whether the Vice-Chair erred in finding that the Board cannot award damages "for or by reason of an accident happening to the worker or an occupational disease contracted by the worker while in the employment of the employer" if the alleged accident or disease is or was compensable under the *WCA* or the *WSIA*.

a) Positions of the Parties

[28] The Union maintains that the grievors are entitled to utilize the grievance/arbitration procedure because the grievances are allegations that the employer was in breach of its obligations under the health and safety provision of the current and predecessor collective agreements. Grieving the violation of a collective agreement and seeking a remedy for such a violation do not amount to an "action" or "right of action" under the *WCA* or the *WSIA* and as such, are not caught by the historic trade-off. Case law and basic labour relations principles support this approach. In particular, the Union relied on the *Welland* decision in which the WCAT held that while a worker may not be able to bring a civil action against his or her employer, the union continued to have the right to pursue the grievance under the terms of the collective agreement. The *WCA* and the *WSIA* foreclose actions by an employee, not enforcement of a collective agreement by a union. The legislature did not intend to treat union grievances as actions or as a right of action barred by the *WCA* and the *WSIA*.

[29] The respondent employer submits that the Vice-Chair properly concluded that the right of workers to take legal proceedings against their employers to recover compensation was extinguished as a result of the operation of ss. 16 and 17 of the *WCA* and s. 26(2) of the *WSIA*. The Vice-Chair relied on the decisions of a number of labour arbitrators who accepted that grievance arbitration constituted a form of action or right of action and that damages could not be awarded for compensable injury. His decision was premised on the historical trade-off embodied in both the *WCA* and the *WSIA*. Furthermore, as noted by the Vice-Chair, the *Welland* decision was distinguishable. The respondent submits that adopting the Union's position would result in different regimes for unionized and non-unionized employees both making claims for identical injuries.

b) Discussion

[30] In his decision, the Vice-Chair found that the "Board cannot award a grievor damages 'for or by reason of an accident happening to the worker or an occupational disease contracted by the worker while in the employment of the employer' if the alleged accident or disease is or was compensable under the *WCA* or *WSIA*, whichever applies." The Vice-Chair did not find that the *WCA* or the *WSIA* foreclosed all grievances under the health and safety provision in the collective agreements. The Vice-Chair, at para. 111 of his decision, correctly observed that "the

proper question is whether an injury or illness of the sort alleged by the grievor(s) would be or would have been compensable under the applicable statute if proven". His interpretation left alive a potential monetary remedy for a breach of the health and safety provision of the collective agreements such as for proven property loss or damage.

[31] The Vice-Chair referred to a number of labour arbitrators' decisions that accepted the proposition that arbitrators could not award damages for injuries otherwise compensable by the *WCA* or the *WSIA* and provided a comprehensive summary of the relevant jurisprudence. He was mindful of the cases that counsel for the applicant relied upon before this court. They included: *Welland*; *OPSEU (Rigglesworth)*, Decision of the Ontario Public Service Grievance Settlement Board (second interim decision) dated March 30 1992, GSB #637/90; and *OPSEU v. Ontario (Ministry of Community Safety and Correctional Services) (Lariviere Grievance)*, [2005] O.G.S.B.A. No. 124.

[32] The Vice-Chair's analysis of those decisions was reasonable and we agree with the outcome of his analysis.

[33] There is case law that supports both the position of the appellant and the respondent. The Vice-Chair's decision was consistent with authoritative jurisprudence including *OPSEU (Gibbon) and Ministry of Correctional Services*, 2002 CanLII 45808 (ON G.S.B.); *Béliveau St-Jacques v. Fédération des employés de services publics Inc*, [1996] 2 S.C.R. 345, and *University of Saskatchewan v. Workers' Compensation Board of Saskatchewan*, 2009 SKCA 17.

[34] We particularly note that in the Supreme Court of Canada's decision in *Béliveau St-Jacques v. Fédération des employés de services publics Inc*, [1996] 2 S.C.R. 345, the Court had to consider whether the victim of an industrial accident who had received compensation under the Act respecting industrial accidents and occupational disease ("*AIAOD*") could also bring a civil action based on the *Charter of Rights and Freedoms*. The *AIAOD* was Quebec legislation comparable to the *WSIA*. The employer cross-appealed arguing that if the action was not barred, the claim should be decided by a grievance arbitrator. The Court considered the provision in the *AIAOD* respecting industrial accidents and occupational disease that stated that no worker who had suffered an employment injury could institute a civil liability action against his employer by

reason of his employment injury. The Court dismissed the appeal noting that allowing a victim of an employment injury to bring a civil action based on the *Charter* against the employer would call into question the compromise formalized by the *AIAOD*. The compromise contemplated was similar to the historic trade off found in the *WCA* and the *WSIA*.

[35] Given the Court's conclusion, it was unnecessary for it to consider the scope of the grievance arbitrator's jurisdiction in any depth, however, at para. 136, Gonthier J. wrote:

> I shall therefore refrain from determining whether a grievance could have been filed in the instant case. If that had been the case, however, it is understood that the arbitrator could not have awarded damages for the prejudice suffered as a result of the employment injury. The exclusion of a civil liability action also applies to the grievance arbitrator. This being said, it is not inconceivable that an arbitrator dealing with such a grievance in these circumstances could have ordered other remedial measures, such as reinstatement or reassignment, if the collective agreement so allowed.

[36] It seems clear from this statement, that according to the Supreme Court (albeit obiter), a labour arbitrator does not have jurisdiction to award compensatory damages for work-related injuries. The same is true in this case.

[37] In addition, in *University of Saskatchewan v. Workers' Compensation Board of Saskatchewan*, 2009 SKCA 17, the Saskatchewan Court of Appeal held that a grievance arbitration was an "action" within the meaning of workers' compensation legislation comparable to that in issue in this case.

[38] The Vice-Chair addressed the issue of the impact, if any, of the amended language of s. 26 of the *WSIA* that spoke of 'rights of action' rather than 'rights and rights of action' as in the *WCA* and which deleted the words 'no action lies in respect thereof'. He applied correct principles of statutory interpretation to his analysis and concluded that these amendments were not intended by the legislature to effect a change to the legislation. In that regard, he agreed with Arbitrator Burkett's view as expressed in *Re Ontario Power Generation and Society of Energy Professionals (Robinson)*, (2007), 168 LAC (4^{th}) 288, that the deletion of the reference to "rights" in s. 26(2) of the *WSIA* was simply the removal of a redundancy and was not intended to effect the historical trade-off. We agree with that analysis.

[39] The Union distinguishes between the rights of the union to enforce the terms of the collective agreement and those of an employee and argues that only the rights of the employee are compromised. We do not accept this argument. Firstly, it would create an artificial distinction between damages claimed by the employee and damages claimed on his or her behalf. The substance of the claim is identical. Secondly, we agree with the respondent that adopting the Union's position would result in different regimes for unionized and non-unionized employees both making claims for identical injuries. There is no justification for such a differentiation.

[40] Based upon the foregoing, we find that the decision of the Vice-Chair was thorough and carefully considered, logical and intelligible, justifiable and transparent. It fell within the range of acceptable and rationale outcomes and was reasonable.

[41] Furthermore, even though we determined that the standard of review is reasonableness, in our view, his decision was also correct.

CLARITY OF COLLECTIVE AGREEMENT LANGUAGE

[42] The Vice-Chair found that supplemental benefits for employees could be negotiated and included in a collective agreement provided that clear and careful language was used. The third issue to consider is whether the Vice-Chair erred in this regard.

a) Positions of the Parties

[43] The Union submits that the Vice-Chair erred in concluding that clear and careful language was necessary to provide for additional benefits in a collective agreement. There was no provision in the *WCA* or the *WSIA* that required the parties to use such language in negotiating supplementary benefits under the collective agreement. The applicant Union sought damages on behalf of its grievors on the basis that the employer caused damages by its breach of Articles 9.1 and 18.1, which required the employer to make reasonable provisions for the health and safety of its employees. According to the applicant, the express protection of health and safety found in the collective agreement, and the Board's general remedial powers, required the Vice-Chair to award damages where there was a breach of the collective agreement. As such,

there was no further or broader requirement that the collective agreement contain 'clear and careful language' to provide for a remedy in respect of such rights and benefits.

[44] The respondent's position was that explicit language in the collective agreement was required for the Board to assume jurisdiction to award damages. The requirement for clear language is not a novel one; it is a basic principle of labour relations that the terms of a collective agreement must be expressly negotiated. The applicant is a sophisticated trade union, and if it wanted supplementary compensation to flow from the Article in question, it ought to have negotiated such language during collective bargaining but it failed to do so. The Vice-Chair drew a reasonable comparison to Article 41 of the collective agreement, which demonstrated that the parties knew how to structure a supplemental benefits provision. They simply did not do so in respect of Articles 9.1 and 18.1.

b) Discussion

[45] The Vice-Chair did not find that supplemental benefits were precluded by the *WCA* or the *WSIA* or that the parties could not contract for additional benefits beyond that provided by the *WCA* and *WSIA* insurance scheme. His conclusion was that a fault-based claim for compensable injuries was foreclosed as it was inconsistent with the historic trade-off but the Vice-Chair accepted that, for instance, no-fault supplemental benefits are permitted. However, clear and careful language was required to accomplish this objective in the collective agreement.

[46] It was neither unreasonable nor incorrect for the Vice-Chair to determine that clear and careful language must be used in a collective agreement to provide for compensation that supplements *WCA* and *WSIA* benefits for workers with compensable injuries. As noted by the respondent, this is not a novel concept. See for example, *Re Wire Rope Industries Ltd. and United Steel Workers, Local 3910*, (1982), 4 LAC (3d) 323.

CONCLUSION

[47] For all of these reasons, this application is dismissed.

[48] Neither party sought costs on this application, and therefore, no order is made as to costs.

_____
Kent, J.

_____
Jennings, J.

_____
Pepall, J.

Released: September 11, 2012

CITATION: OPSEU v. The Crown in Right of Ontario et al, 2012 ONSC 2348
DIVISIONAL COURT FILE NO.: 325/10
DATE: 2012/09/11

ONTARIO

SUPERIOR COURT OF JUSTICE

DIVISIONAL COURT

The Honourable Mr. Justice Kent
The Honourable Mr. Justice Jennings
The Honourable Madam Justice Pepall

B E T W E E N :

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

Applicant

- and -

THE CROWN IN RIGHT OF ONTARIO (as represented by the Ministry of Community Safety and Correctional Services and the Ministry of Children and Youth Services) and THE GRIEVANCE SETTLEMENT BOARD

Respondents

REASONS FOR JUDGMENT

Released: September 11, 2012