

H/E 101261

IN THE MATTER OF THE HOSPITAL LABOUR DISPUTES ARBITRATION ACT

AND IN THE MATTER OF AN ARBITRATION

BETWEEN:

WINDSOR REGIONAL HOSPITAL

(The "Employer")

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES' UNION, LOCAL 143

(The "Union")

BOARD OF ARBITRATION

David K.L. Starkman
D. Stephen Jovanovic
Larry Robbins

Chair
Employer Nominee
Union Nominee

APPEARANCES FOR THE EMPLOYER

George King
Sharon Morris

Counsel
Director, Labour Relations

APPEARANCES FOR THE UNION

Gwen Jenkins
Marisa Forsyth
Gary Van Nest
Michele Buchanan
Roy Costa
Donna Keegan
Karl Peterson

Research Officer
Staff Representative
Local President

A Hearing in this Matter was held on December 11, 2012 at Windsor, Ontario

HLDA

821-0610



AWARD

The Employer is a multi-site community hospital and health care complex in southwestern Ontario. The Union represents Allied Health Professionals employed by the Hospital.

The Employer and the Union are parties to a collective agreement which expired on March 31, 2010. The renewal collective agreement shall be from April 1, 2010 until March 31, 2012.

Both parties made submissions in relation to the items in dispute, and having heard the submissions of the parties, and having considered the criteria set out in the Hospital Labour Disputes Arbitration Act, the Board hereby awards that the renewal collective agreement shall consist of all items in the expired collective agreement, as amended by the parties and the following. No item shall have retroactive effect unless expressly provided for. If a matter is not expressly dealt with in this Award the request for its inclusion in the renewal collective agreement is denied.

1. WAGES

Effective April 1, 2010 increase all wages by 2.5%.

This increase is to be paid retroactively, no later than sixty calendar days following the date of this Award.

With respect to the April 1, 2011 to March 31, 2012 period a lump sum payment is payable to all employees based on their employee status (i.e. full-time, Regular Part-time or Casual) as of March 31, 2012. Payment is to be made no later than sixty calendar days following the date of this Award. The amount of the lump sum payment to be as per the provisions of the award between Participating Hospitals and OPSEU, Kaplan, June 17, 2011 for the year in question. The Board remains seized in the event of any dispute between the parties.

2. SPECIAL CASE ADJUSTMENTS - SCHEDULE A

Effective March 31, 2012, further increase the hourly rate of the Child Life Specialist by \$2.00 per hour. This increase is to be paid retroactive to March 31, 2012, no later than sixty calendar days following the date of this Award.

3. LEAVE OF ABSENCE - ARTICLE 17

Amend article 17.06 to provide as follows:

The Hospital will reimburse an employee for lost wages while absent to attend the burial

of their spouse, parent, child or child of spouse. Such reimbursement is based on the principle that no employee is to suffer loss of wages for his or her scheduled work days lost up to a maximum of four (4) days.

4. HOLIDAYS - ARTICLE 19

Insert the following:

19.03 Where the employee is required to work on a paid holiday for which he is paid at the rate of time and one-half (1 ½) his regular straight time hourly rate and is required to work additional hours following the full shift on that day (but not including hours on a subsequent regularly scheduled tour for such employee) he shall receive two (2) times his regular straight time hourly rate for such additional hours worked.

5. VACATIONS WITH PAY - ARTICLE 20

Delete the existing article 20.11 and insert the following:

Where an employee's scheduled vacation is interrupted due to serious

illness or injury which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

6. BENEFITS - ARTICLE 21

Amend the second paragraph of article 21.04 to provide as follows:

Effective the first of the month following the date of the Award, crowns and bridgework will be provided on a 50/50 co-insurance basis up to one thousand, five hundred dollars (\$1,500.00) per insured annually.

7. OCCUPATIONAL CLASSIFICATIONS AND WAGES - ARTICLE 25

Amend article 25.03(b) as follows:

...When called back on stand-by, an employee shall be paid transportation allowance in accordance with Article 24 for the use of an automobile, or the Employer will reimburse the employee for taxi fare. In the case of taxi fare such reimbursement to be within the City Limits.

8. CALL IN PAY - ARTICLE 25.04

Amend the third paragraph of article 25.04 to provide as follows:

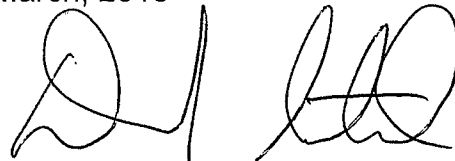
An employee shall be paid transportation allowance in accordance with article 24.01 for the use of an automobile, or the Employer will reimburse the employee for taxi fare. In the case of taxi fare, such reimbursement to be within the City limits.

9. LETTER OF UNDERSTANDING - SCHEDULE B

Renew without any changes, Letter of Understanding - Schedule B.

The parties are directed to prepare and execute a collective agreement in accordance with this Award. The Board will remain seized until a collective agreement is in effect.

Dated at Maberly, Ontario this 24th day of March, 2013

A handwritten signature in black ink, consisting of a large, stylized 'D' followed by a vertical line and a cursive flourish.

David K.L. Starkman
Chair

"see attached partial dissent"
D. Stephen Jovanovic
Employer Nominee

"I concur"
Larry Robbins
Union Nominee

PARTIAL DISSENT OF EMPLOYER NOMINEE

My colleagues have attempted to strike a balance between the positions of the parties while applying the factors enumerated in HLDAA. The wage increases awarded would be fair and reasonable in normal times, but with respect these are not normal times. Given the employer's financial circumstances and notwithstanding the fact that the employees covered by the bargaining unit are deserving of compensation increases, I would not have awarded similar wage increases.