IN THE MATTER OF AN ARBITRATION

BETWEEN

RELIGIOUS HOSPITALLERS OF SAINT JOSEPH
OF THE HOTEL DIEU OF KINGSTON
(“the Hospital” / “the Employer”)
- AND -

OPSEU
And its LOCAL 443 (OFFICE & CLERICAL)
(“the Union”)

CONCERNING AN INTEREST ARBITRATION UNDER THE HOSPITAL LABOUR
DISPUTES ARBITRATION ACT, RSO 1990, c H-14 (HLDA

BOARD OF ARBITRATION
Christopher Albertyn – Sole Arbitrator

APPEARANCES
For the Union:
   Gwen Jenkins, Research Officer
   Mary Lou McCartney, OPSEU Staff Representative
   Barb DeRoche, Local President
   Tammy Drew, Local Vice-President
   Trina Doughty, Steward
   Shannon Revell-Lappan, Local Secretary

For the Hospital:
   Scott MacInnes, Chief Human Resources Officer
   Clarence Willms, Director of Human Resources & Payroll
   Caroline Reid, Director of Finance
   Paula Corkum, Supervisor, Outpatient Registration

Hearing held in KINGSTON on February 11, 2014.
Award issued on March 24, 2014.
1. This is an interest arbitration under the *Hospital Labour Disputes Arbitration Act*, RSO 1990, c H-14 ("HLDAA" or "the Act").

2. The bargaining unit affected by this award is the Office and Clerical unit.

**Term of the agreement**

3. The current (expired) collective agreement was for the period November 1, 2009 until October 31, 2011. By agreement between the parties, the term of the renewal collective agreement is from November 1, 2011 until October 31, 2017, a 6-year term.

**Agreed upon items**

4. The renewal agreement will consist of the unchanged items from the collective agreement which expired on October 31, 2011, the items agreed in negotiations by the parties themselves (sent herewith), which are incorporated
into this award, and the items described below on which the parties made submissions.

**General considerations**

5. I have carefully reviewed and considered all of the submissions, and I have taken account of all of the relevant statutory and jurisprudential factors recommended by the parties, particularly, comparability, replication, total compensation and demonstrated need.

6. All provisions awarded are effective from the date of the award unless expressly stated otherwise.

7. Issues in dispute not awarded are not mentioned; only those for which an award is made.

**Issues in Dispute awarded**

*Article 4 – Union Security*

8. Article 4.06 will read:
a) When the hospital requests an employee to attend a meeting at which discipline will be imposed, an employee, at their request, shall have the right to have a steward present.

b) An employee whose conduct is the subject of a meeting with management, at which Human Resources is present, will be permitted to have union representation, on request.

**Article 13 – Job Postings**

9. Article 13.01 will read:

10. A job posting for a permanent position shall contain the classification of the position as well as the salary range, the department, the work area/location, the shift schedule, hours of work (if less than 7.5 hours per day), and such other information as may be appropriate. Nothing in this provision is intended to limit management's right to reassign or change hours of work consistent with the terms of this collective agreement.

**Article 17 – Pregnancy and Parental Leave**

11. The maximum SUB top-op period of parental leave is increased from 10 to 15 weeks.

12. This change is applicable only to those who go on parental leave after the date of this award.

**Article 21 – Vacations**
Article 21.03(d) is amended so that 5 weeks’ vacation with pay occurs after 12 (not 13) years’ service. Article 21.03(e) is amended so that 6 weeks’ vacation with pay occurs after 20 (not 22) years’ service. Part time vacation is amended accordingly.

**Article 22 – Hours of Work**

14. Shift premium and weekend premium are increased to $1.20; standby premium is increased to $2.50.

**Article 24 – Benefits**

15. Vision care coverage is increased to $300. Chiropractic service coverage is increased to $350. As of November 1, 2014, chiropractic service coverage is increased to $375. On November 1, 2015, the number of visits at $0 will be 10 visits in a calendar year.

**Wages**

16. Wages are payable retroactively to the date specified as follows:

   a. November 1, 2011: 2%
b. November 1, 2012: 2%
c. November 1, 2013: 0.7% + 0.7% lump sum paid for the period of November 1, 2013 to October 31, 2014
d. November 1, 2014: 0.7% + 0.7% lump sum paid for the period of November 1, 2014 to October 31, 2015
e. November 1, 2015: 0.7% + 0.7% lump sum paid for the period of November 1, 2015 to October 31, 2016
f. November 1, 2016: 0.7% + 0.7% lump sum paid for the period of November 1, 2016 to October 31, 2017

Note: Lump sums are payable only to those employees on staff the last day of each contract year (i.e. October 31), and must be paid within 3 full pay periods of the effective date.

Lump sums are not to be taken into account for calculating any other entitlement under the collective agreement (e.g. percentage in lieu, vacation pay, SUB, etc.).

Lump sums are subject to statutory deductions (e.g. CPP, EI, WSIB, EHT) and union dues.

Employees on pregnancy and/or parental leave and/or disability will be credited for hour worked in an amount equal to other accumulation of seniority during such leave.
17. The Release of Information (ROI) Clerks issue is referred back to the parties for further investigation. Each party will appoint one person who, together, will conduct such interviews and make such enquiries as they consider necessary to determine whether the ROI Clerks should receive a different rate of pay than the Clerk Typist 2. If, on the recommendations of the two representatives conducting the investigation, the parties are unable to resolve the matter, I remain seized to determine the issue on written submissions.

Seized

18. Pursuant to s.9(2) of the Act, I remain seized of the implementation of this award until a collective agreement is in effect between the parties.

DATED at TORONTO on March 24, 2014.
Christopher J. Albertyn

Arbitrator