

IN THE MATTER OF AN ARBITRATION
BETWEEN

PARTICIPATING HOSPITALS

(“the Hospitals” / “the Employers”)

MOUNT SINAI HOSPITAL

(“the Hospital” / “the Employer”)

ROUGE VALLEY HEALTH SYSTEM

(“the Hospital” / “the Employer”)

- AND -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 570

ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 311

(“the Union”)

CONCERNING LOCAL ISSUES UNDER THE *HOSPITAL LABOUR DISPUTES
ARBITRATION ACT* FOR COLLECTIVE AGREEMENTS FOR THE PERIOD
MARCH 31, 2006 TO APRIL 1, 2009

BOARD OF ARBITRATION :

Christopher Albertyn – Chair

Angelo Pesce – Hospitals’ Nominee

J. Cameron Nelson – Union Nominee

APPEARANCES

For OPSEU, Local 570:

Michèle Dawson Haber, Research Officer

Bryan Mitchell, Local President

Rosa Bruno, Vice-President
Susie Livinstone, Secretary
Gloria Willer, Chief Steward
Chris Croisier, Staff Representative

For Mount Sinai Hospital:

Sarah A. Eves, Counsel
Leslie Rodgers, Director, Human Resources
Vince D'Mello, Administrative Director, Pathology & Laboratory Medicine
Martin Skulnick, Administrative Director, Microbiology

For OPSEU, Local 311:

Michèle Dawson Haber, Research Officer
Connie Ferrara, Local President
Lynne Chamberlain, Steward
Vince Gobind, Chief Steward
Rhonda Watt, Steward
Barry Casey, Staff Representative

For Rouge Valley Health System:

Shane Smith, Counsel and Joint Director, Labour Relations
Barry Nayler, Manager, Labour Relations
Randy Boudreau, Director, Pharmacy
Sheri Bredewold, Manager, Laboratory
Rhonda Lewis, Director, Human Resources
Lisa Kobayashi, Human Resources Consultant

Hearing held on July 12, 2007.

Executive sessions held on July 12 and August 27, 2007.

Award issued on October 1, 2007.

AWARD

1. This is an interest arbitration under the *Hospital Labour Disputes Arbitration Act*, in respect of a collective agreement effective from March 31, 2006 to April 1, 2009.

2. The parties bargain centrally. The parties agree which issues are to be determined centrally. Those issues that are not agreed to be determined centrally are dealt with in local negotiations.

3. This award concerns the outstanding local issues between Mount Sinai Hospital and OPSEU, Local 570; and Rouge Valley Health System and OPSEU, Local 311 (“the parties”). All items agreed by these parties themselves are incorporated by this award into their local collective agreements.

4. The parties made their submissions, supported by helpful written briefs. We have carefully considered all of the submissions, taking account of all of the relevant statutory and jurisprudential factors, particularly demonstrated need, comparability and replication.

5. We award those proposals which are referred to below. We do not make express mention of the proposals we decline to award.

6. The awards we make are effective from the date of this award, unless expressly stated otherwise.

Mount Sinai Hospital and OPSEU, Local 570

7. There are five issues outstanding between the parties: Union Business leave; Local President leave; Transportation allowance; Uniform allowance; and the Vacation procedure.

Union business leave – Article L4.01

8. The cumulate total leave of absence is increased to 50 days per calendar year.

Local President's leave – Article L4.02

9. We award the Hospital's proposal.

Transportation allowance – Article Local L6.01

10. We increase the taxi fare to a maximum of \$40 per one way trip or \$0.38 per kilometre, or corporate policy whichever is higher.

Uniform allowance – Article L9.01

11. We increase the allowance to \$150 for full-time employees and \$75 for part-time employees. In other respects, the language remains the same.

The vacation procedure – Article L7.01

12. The parties have agreed to the language of this Union proposal, save for paragraphs 8, 15 and 19, which we address.

13. For paragraph 8 we award the following:

All employees shall be informed of the number of individuals who can be off in both the technician and technologist pools prior to January 1 for the upcoming current year, it being understood that, provided it is operationally possible, the Hospital will permit a minimum of 16% (excluding those on LTD) of the technologist pool in Microbiology to be off during prime time, and, provided the types of testing required are adequately covered, a minimum of two technologists to be off during prime time in Blood Bank.

14. For paragraph 15, we award the Hospital's proposal.

15. For paragraph 19, we award the Union's proposal.

Rouge Valley Health System and OPSEU, Local 311

16. There are three issues in dispute between the parties: Local President time off; the Transportation allowance; Time off between shifts.

Local President's time off – Article 35.01 c)

17. We increase the time off to one paid day every week.

Transportation allowance – Article 40.01

18. We maintain the status quo for the per kilometre rate, but we increase the maximum allowance per round trip to \$35.

Time off between shifts – Article 36.05

19. We award the Employer's proposal, only for the diagnostic imaging department and subject to the following conditions:

- a) the employee concerned consents in writing;
- b) such consent can be withdrawn in writing at any time, and such withdrawal will be effective from the next posted schedule;
- c) the employee will have at least 12 hours break between the end of one scheduled shift and the start of the next scheduled shift.

20. We remain seized of all issues in dispute arising from the implementation of this award.

DATED at TORONTO on October 1, 2007.



Christopher J. Albertyn
Chair: board of arbitration

I concur:

“Angelo Pesce”

Angelo Pesce
Hospitals' Nominee

I concur:

“J. Cameron Nelson”

J. Cameron Nelson

Union Nominee