

In the matter of an interest arbitration  
pursuant to the *Hospital Labour Disputes Arbitration Act* R.S.O. 1990 c. H. 14;

B E T W E E N:

**LONDON HEALTH SCIENCES CENTRE**

(“the Employer”)

and

**ONTARIO PUBLIC SERVICE EMPLOYEES’ UNION**

(“the “Union”)

**AWARD**

**Board of Arbitration:**

Sheri Price, Chair  
Michèle Dawson Haber, Union Nominee  
Erin Porter, Employer Nominee

**On behalf of the Union:**

Christian Down, Senior Research Officer  
Marc Casey, Negotiations Supervisor  
Alice Barnett, Research Officer  
Lorri Foley, Staff Representative  
Andre Alves, Bargaining Committee  
Kelli Romain, Bargaining Committee  
Amanda Roman Reyes, Bargaining Committee

**On behalf of the Employer:**

Lennie Lejasisaks, Counsel  
Rebecca Rossi, Counsel  
Natalie Arnsby, Manager, Employee & Labour Relations  
Natalie King, Employee and Labour Relations Specialist

Hearing held on December 17, 2024

[1] This interest arbitration board (the “Board”) was appointed by the parties pursuant to the *Hospital Labour Disputes Arbitration Act*, R.S.O. 1990 c. H. 14, as amended (“*HLDA*”) to resolve the outstanding issues between the parties with respect to the renewal of the collective agreement that expired on March 31, 2022.

[2] The Employer is a large acute care teaching hospital located in London, Ontario. The Union represents a bargaining unit of Pharmacy Technicians, Medication Systems Technicians, Physiotherapy Assistants and Occupational Therapy Assistants who work at the Employer's University Hospital site. There are 55 full-time employees in this unit and 34 part time employees.

[3] Notice to bargain was given on January 17, 2022. The parties met to bargain on June 5 and 6, 2023 and agreed to a number of items, including that the renewal collective agreement will have a three-year term from April 1, 2022 to March 31, 2025.

[4] In determining the matters in dispute, the Board has applied the relevant statutory criteria as set out in s. 9(1.1) of *HLDA*, as well as the well-established normative criteria.

[5] Having regard to these criteria, the Board hereby orders that the collective agreement shall consist of the terms of the previous collective agreement, as amended by all items agreed to by the parties, as well as the following items:

### **General Wage Increases**

- Effective October 11, 2022 – 3.5%
- Effective July 1, 2023 - 5.0%
- Effective April 1, 2024 – 3.00%

### **Special Wage Adjustment**

- Effective April 1, 2024, adjust OTA/PTA rates by \$0.25/hr for each step on the grid before applying GWI

## **Retroactivity**

Retroactivity on GWI and Special Wage Adjustment is to be paid to current and former employees effective the dates indicated above, within ninety (90) days of the award.

## **Health and Welfare Benefits (Article 20)**

Effective 30 days after the date of the award:

- Increase vision care maximum to \$400 every 24 months.
- Increase eye exam coverage to \$100 every 24 months.
- **Delete** reference to coverage for Chiropractor and Massage Therapist coverage of \$325 each and **insert**:

Combined maximum of one thousand five hundred dollars (\$1,500.00) per year per insured for paramedical services including: Chiropractor, Registered Massage Therapist, Physiotherapy and Speech Language Pathologist. Reasonable and customary charges apply.

## **Shift and Weekend Premiums (Articles 17.02 and 17.03)**

Effective 30 days after the date of the award:

- Increase shift premium to \$2.00/hr worked for each shift which commences between 1400-2300 hours.
- Introduce night premium at \$2.00/hr for each shift which commences between 2300-0600 hours. When an employee commences work at or prior to 2300 hours, they are paid the shift premium for all hours worked after 2300 hours, providing the majority of the normal shift hours are worked after 2300 hours. Night premium shall not be pyramided by any overtime payment.
- Increase weekend premium to \$2.20/hr worked between 2300 hours Friday and 2300 hours Sunday.

## **Call Back (Article 17.09)**

- Increase call back to double time (x2).

## **Part-Time Scheduling (Article 16.08)**

- **Amend provision to read as follows:**

16.08 (a) The hours of work for part-time employees (including weekends) shall be scheduled by the Hospital but the Hospital does not guarantee any hours of work, in any week, for any part-time employee. The Hospital will first schedule part-time employees for known available shifts within their classification and work area or department up to a specified number of hours. For clarification, a part-time assignment within a classification can be up to .6 of a full time equivalent. Part-time schedules will be posted four (4) weeks in advance of the relevant four (4) week scheduling period.

(b) Part-time employees who do not wish to work additional shifts shall notify Manager or designate in writing by March 1st and September 1st each year. For clarity, any change will be in effect for the posting of the next scheduling period. An employee who transfers into the part-time status outside the March 1st and September 1st dates must notify their Manager or designate in writing within one (1) week from the date of their acceptance of the offer confirming they do not wish to work additional shifts. Part-time employees who have notified the Hospital that they do not wish to work additional shifts will not be required to except in the event of an emergency.

(c) Part-time employees who do not notify their Manager or designate in accordance with (b) above will be scheduled on the initial schedule for all available shifts in their given classification and work area or department on the basis of seniority up to seventy-five (75) hours biweekly, provided such shift does not violate the Employment Standards Act. For clarification, seniority will be based on the current posted seniority list

(d) Employees will not be scheduled to work more than four (4) consecutive twelve (12) hour shifts. Part-time employees who wish to work additional shifts must complete and submit a Part-Time Unavailability Form, confirming their unavailability for the scheduling period, to their Manager or designate no later than 4:00 p.m. one (1) week following the posting of the schedule. After the initial schedule has been posted, shifts that become available over the posted period within a given classification and work area or department will be scheduled to the part-time employees in their work area or department on the basis of seniority and their confirmed availability provided such shift does not trigger the overtime provisions of the Collective Agreement and provides such shift does not violate Employment Standards legislation. For clarification, seniority will be based on the current posted seniority list.

(e) Should the shift being offered commence greater than forty-eight (48) hours, employees will be scheduled such shift in accordance with this Article; however, such employee will receive notification from the Hospital. Should the shift being offered commence less than forty-eight (48) hours, employees will be offered such shift in accordance with this Article; however, such employee will have the option of accepting or declining such offer.

(f) It is understood that if there are no part-time employees available to work a shift in accordance with the above provisions, the Hospital will first assign other part-time employees within a classification based on this language outside of their department provided they have the skills and ability to perform the assigned work.

(g) An employee who is overlooked in the process outlined above, will be offered the next work opportunity within their classification and department or unit provided such shift does not trigger the overtime provisions of the collective agreement and such shift does not violate the Employment Standards legislation

#### **Vacation Scheduling (Article 19.04)**

- Delete the table in art. 19.04 and amend provision to read:

19.04 (a) The Vacation period for both Full-Time and Part-Time employees will be from January 15th to January 14th of the following year. The time of vacation for each employee each year will be mutually arranged between the employees and the Hospital, taking into account adequate coverage of departments. If there is a dispute over a respective vacation date between employees, seniority of an employee shall be the governing factor, provided that the senior employee's vacation request is submitted in accordance with the requirements of their department. In addition, should the parties be unable to mutually agree upon the time, the decision will be that of the Hospital. An employee shall be entitled to receive their vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Hospital.

- i) For the period of January 15 to March 31, vacation requests for one third (1/3) of the most senior employees in a department and classification must be submitted in writing by November 7. These employees will be notified of vacation approvals or denials in writing by November 14. The remaining employees in the department and classification must be submitted in writing by November 21. These employees will be notified of vacation approvals or denials December 1. If any of these employees are denied their vacation requests, these employees must submit

their vacation requests by December 7. These employees will be notified of vacation approvals or denials by December 14.

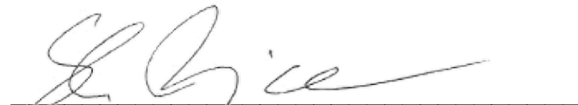
- ii) For the period of April 1 to June 30, vacation requests for one third (1/3) of the most senior employees in a department and classification must be submitted in writing by January 21. These employees will be notified of vacation approvals or denials in writing by February 1. The remaining employees in the department and classification must be submitted in writing by February 7. These employees will be notified of vacation approvals or denials February 14. If any of these employees are denied their vacation requests, these employees must submit their vacation requests by February 21. These employees will be notified of vacation approvals or denials by March 1.
  - iii) For the period of July 1 to October 31, vacation requests for one third (1/3) of the most senior employees in a department and classification must be submitted in writing by April 14. These employees will be notified of vacation approvals or denials in writing by April 21. The remaining employees in the department and classification must be submitted in writing by May 1. These employees will be notified of vacation approvals or denials May 14. If any of these employees are denied their vacation requests, these employees must submit their vacation requests 49 by May 21. These employees will be notified of vacation approvals or denials by June 1.
  - iv) For the period of November 1 to January 14, vacation requests for one third (1/3) of the most senior employees in a department and classification must be submitted in writing by September 7. These employees will be notified of vacation approvals or denials in writing by September 14. The remaining employees in the department and classification must be submitted in writing by September 21. These employees will be notified of vacation approvals or denials September 28. If any of these employees are denied their vacation requests, these employees must submit their vacation requests by October 5. These employees will be notified of vacation approvals or denials by October 12.
- (b) Vacation requests submitted outside of the above noted time frames will be considered on a first come first serve basis. Such vacation requests will be responded to in writing by the Manager or designate within three (3) weeks from the date the employee submits such vacation requests.
- (c) It is understood employees may request to cancel previously approved vacation provided a minimum of (4) weeks' notice is provided. Such vacation cancelation request may be approved by the Hospital after the employee and the union representative meet with the applicable manager or designate to provide the reasons for this request. If four (4) weeks' notice cannot be

provided by the employee, requests will only be considered by the Hospital on a case by case basis and for emergency situations.

(d) The Hospital may cancel the employee's vacation in the case of an emergency.

[6] Any proposal not specifically addressed by this award is deemed to be dismissed. We remain seized in accordance with subsection 9(2) of *HLDA*.

Dated this 18<sup>th</sup> day of December, 2024

  
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Sheri Price, Chair

"I dissent, in part."

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Michèle Dawson Haber, Union Nominee

"I concur."

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Erin Porter, Employer Nominee