

IN THE MATTER OF AN ARBITRATION

Between:

THE PARTICIPATING HOSPITALS

(the "Hospitals")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES AND
ONTARIO COUNCIL OF HOSPITAL UNIONS**

(the "Union")

and in the matter of a grievance relating to a central implementation dispute.

**Russell Goodfellow - Chair
John Kuhne - Hospitals Nominee
Joe Herbert - Union Nominee**

Appearances for the Hospitals:

**Sarah Eves, counsel
Matthew Sutcliffe**

Appearances for the Union:

**Steven Barrett, counsel
Helen Fetterly
Margaret Evans**

A hearing was held in this matter in Toronto on January 16, 2008.

AWARD

This arbitration arises from the implementation of the Memorandum of Settlement between the parties, dated June 12, 2006, for the centrally negotiated 2006 – 2009 collective agreement. The parties failed to reach agreement on the implementation of negotiated improvements to vacation under article 17.01 and insured benefits under article 18.01.

In accordance with the Implementation Agreement signed by the parties on June 6, 2006, the parties agree that this Board has jurisdiction to determine this dispute for the purpose of finalizing the 2006 – 2009 collective agreement.

Upon hearing the submissions of the parties this day the Board is unanimous in awarding the following:

1. Any employee covered by the 2006 – 2009 central agreement who had achieved 28 years of service as at September 29, 2006 and who did not receive the additional 7th week of vacation stipulated in the June 12, 2006 Memorandum of Settlement, shall receive the additional week of vacation to be taken prior to January 1, 2009. By way of clarification, an employee who reached his or her 30 or 35 years of service on or before September 28, 2006 should have taken or received credit for the 5 days of supplemental vacation on that day and on the following day would have been entitled to the additional 7th week of vacation negotiated for the 2006 – 2009 central agreement. An employee who reached his or her 30 or 35 year anniversary on or after September 29, 2006 would not receive the supplemental vacation as it existed in the 2004 – 2006 central agreement.

2. Article 18.01 is as follows:

ARTICLE 18 - HEALTH & WELFARE

18.01 - INSURED BENEFITS

(The following clause is applicable to full-time employees only)

The following provision will appear in all collective agreements replacing any provision related to insured benefits that existed in the hospital's expiring Collective Agreement, (subject to inserting in the following language any percentage contribution by the Hospital which is greater than that contained in the following provision):

The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:

- (a) The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan in effect as of September 28, 1993 or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan in effect as of September 28, 1993 (as amended below) or comparable coverage with another carrier providing for \$22.50 (single) and \$35.00 (family) deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions.

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug.

Subject to superior conditions, services of a chiropractor will be covered up to an annual maximum of \$300; and, subject to superior conditions, services of a licensed or registered physiotherapist will be covered up to an annual maximum of \$300.

Vision care maximum \$200.00 every 24 months in addition to eye examinations biennially, and hearing aide acquisition every 36 months.

- (c) The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP in effect as of September 28, 1993 or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.
- (d) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan in effect as of September 28, 1993 or comparable coverage with another carrier.

Dental recall, including preventative services, every 9 months.

The Hospital also agrees to contribute 75% of the billed premiums towards coverage of Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1000 annual maximum and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$1000 annual maximum providing the balance of the monthly premiums are paid by the employee through payroll deduction.

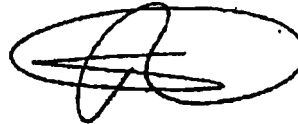
The dental plan fee schedule for services for the dental plan benefits provided above shall be based on the current ODA fee schedule as it may be updated from time to time.

- (e) The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees.
- (f) A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union.

The Board notes that, in the unique circumstances addressed in this case, the award does not prejudice the parties with respect to any positions they have taken in this proceeding and is of no precedent value.

This Board shall remain seized with respect to the implementation of the
award.

Dated at Toronto this 18th day of January, 2008



Russell Goodfellow - Chair

I concur.

"John Kuhne"
Hospitals Nominee

I concur.

"Joe Herbert"
Union Nominee