

**IN THE MATTER OF AN INTEREST ARBITRATION**

**BETWEEN:**

**Group of Twenty-Four Nursing Homes**

**and**

**CAW Locals 302, 1106, 2163 & 2458**

**Before:** William Kaplan  
Sole Arbitrator

**Appearances**

**For the Employer:** Dan McPherson  
Bass Associates

**For the CAW:** Robert Buchanan  
National Representative  
CAW

A hearing in this matter was held in London on November 3, 2012.

## **Introduction**

The nursing homes participating in this group process are found in South Western Ontario, from Kitchener west to Windsor and up into the Bruce Peninsula as far north as Lion's Head. Some of the homes are owned by employers such as Jarlette, APANS, PeopleCare and Lesisureworld, employers that also have homes in the SEIU Master Group. Many of the employers are also participants in the ONA Master Group bargaining process. Many of the homes are independently owned. The majority of these homes have, historically, bargained as a group, first with SEIU Local 220, and, for the past decade or so, with the CAW. By and large, collective agreement outcomes, either by voluntary settlements, or through the interest arbitration process, have followed the patterns set by the SEIU Master and the CAW-Extendicare settlements/interest awards.

At the request of the parties, I direct that the new collective agreements consist of all agreed-upon items and this award disposing of the remaining items in dispute. Unless directly dealt with in this award, all outstanding employer and union proposals are dismissed.

In determining the outstanding issues, I have been guided by the legislative criteria. They are set out in the *Hospital Labour Disputes Arbitration Act*. Both parties referred to them in their written materials and/or oral submissions, and

those materials and/or oral submissions have been carefully reviewed. There is no doubt, for example, that the economic situation in Ontario is very troubled. In 2012, the government increased funding to the nursing envelope by only 1%. A significant portion of the employees in these bargaining units have their wages and compensation funded through the nursing envelope. It is quite clear that the economic situation in Ontario has influenced both collective bargaining settlements and interest arbitrators and thus appropriately informs the disposition in this award.

In addition to considering and applying the statutory criteria, careful attention has also been paid to replication, and by that I mean the requirement that boards of interest arbitration attempt to replicate the results which would have occurred if the collective bargaining process had not been interrupted by interest arbitration. What interest arbitrators attempt to achieve is a result that approximates, as closely as possible, what the parties would have accomplished by way of free collective bargaining. It is axiomatic that free collective bargaining results, not to mention awards arising out of the interest arbitration process, particularly in the health care sector, have recently been characterized by overall and significant monetary restraint.

**Award**

**Wages**

With the exception of Registered Nurses, lump sum payments to all other employees of \$400 in each year for full-time employees and \$200 in each year for part-time employees. These lump sums are to be paid quarterly, and pro-rata as appropriate by which I mean if an employee is only present for part of a quarter, he or she to be paid the pro-rata amount. Registered Nurses are to be paid 1% of wages each quarter also as a lump sum.

### **Weekend Premium**

Effective first pay period following issue of award, weekend premium increased by 5¢.

### **Benefits**

Effective date of award, semi-private hospitalization insurance eliminated where it exists.

### **Casual Employee Letter of Understanding**

Homes that currently have no casual employees in the bargaining unit will meet in Labour-Management Committee to discuss the possibility of introducing casual employees.

### **Benefits while on WSIB**

Collective agreements will be amended to provide that there will be a requirement for the employer to continue their share of benefits premiums for

employees on WSIB for a period of twenty-four months provided employees continue to pay their share of the benefits, where applicable.

### **Seaforth Collective Agreement**

Effective first pay period following issue of the award current voluntary RSP Plan eliminated. Standard NHRIPP instituted in its place with mandatory all employee participation and matching, 2% and 2% employer, employee contributions.

### **Craigholme Collective Agreement**

Effective thirty days following issue of award, dental plan comparable to others in this group awarded.

### **Women's Advocate**

Where applicable, union proposal awarded in part. Employer to provide unpaid leave to one employee per home to participate in the training. However, any expenses to be assumed by the union directly and/or through the paid educational leave program.

### **Term**

Two year terms for all collective agreements beginning upon individual expiry.

## **Conclusion**

At the request of the parties, I remain seized with respect to the implementation of this award.

DATED at Toronto this 5<sup>th</sup> day of November 2012.

*“William Kaplan”*

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William Kaplan, Sole Arbitrator