

IN THE MATTER OF AN INTEREST ARBITRATION
UNDER the *Hospital Labour Disputes Arbitration Act*

BETWEEN:

Foyer des Pionniers

(the “Employer”)

- and -

Canadian Union of Public Employees and Local 1771-00

(the “Union”)

and in the matter of the renewal of a collective agreement that expired on December 31, 2020.

BOARD OF ARBITRATION:

Jesse Kugler – Chair
Irv Kleiner – Employer Nominee
Wassim Garzouzi – Union Nominee

APPEARING FOR THE EMPLOYER:

Dan McPherson, Advocate
Nathalie Morin, Administration
Danielle Plamondon, Director of Finance
Guy Catellier, Board Member

APPEARING FOR THE UNION:

Chantelle Flowers, Advocate
Felicia Forbes, Long-Term Care/Retirement Home Coordinator
Norm Berthiaume, National Representative
Adrianna Atkins, Bargaining Committee Member
Maureen Aubertin, Bargaining Committee Member
Manon Vaillancourt, Bargaining Committee Member

ADDENDUM AWARD

1. On August 15, 2023, this Board issued a “re-opener” Award that determined monetary issues related to the parties renewal Collective Agreement (*Foyer des Pionniers v Canadian Union of Public Employees and Local 1771-00*, 2023 CanLII 73625 (ON LA) (the “Re-Opener Award”).

2. Pursuant to paragraph 9 of the Re-Opener Award, the Board remained seized “with respect to interpretation and implementation, to correct any inadvertent errors or omissions, and with respect to all matters in dispute between the parties until a collective agreement is in effect in accordance with the terms of this award.”

3. Further to the Board’s retained jurisdiction, in addition to the terms awarded in the Re-Opener Award, the Board hereby orders that the renewal Collective Agreement be amended as follows:

- **WAGES**

April 1, 2022 – Integrate PSW Wage Enhancement into the wage grid permanently.

All wage increases are awarded on top of the PSW Wage Enhancement before and after permanent integration into the wage grid.

- **20.08 – PORTABILITY OF SERVICE**

The following proposal made by the Employer is granted:

An RPN hired by the Home with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Employer. Any such claim shall be accompanied by verification of previous related experience. The Employer shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Employer such experience is determined to be relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year service for every one (1) year of related experience in the classification upon completion of the employee’s probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the collective agreement.

4. Pursuant to subsection 9(2) of the HLDAA, we remain seized with respect to interpretation and implementation, to correct any inadvertent errors or omissions, and with respect to all matters

in dispute between the parties until a collective agreement is in effect in accordance with the terms of this award.

Dated at Toronto, Ontario this 17th day of August 2023.

“Jesse Kugler”

Jesse Kugler – Chair

“I dissent in part”

Irv Kleiner – Employer Nominee

“I dissent in part”

Wassim Garzouzi – Union Nominee