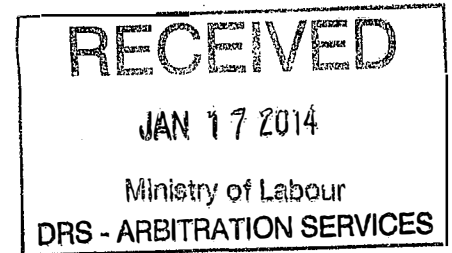


816147
10186-RR-13

IN THE MATTER OF AN ARBITRATION
UNDER THE LABOUR RELATIONS ACT

BETWEEN



NIAGARA GARDENS RETIREMENT MANOR

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

CONSENT AWARD: UNION/POLICY GRIEVANCE

SOLE ARBITRATOR:

JOSEPH B. ROSE

APPEARING FOR THE UNION:

ROBERT CHURCH

APPEARING FOR THE EMPLOYER:

EDWARD ULRICH

HEARING HELD IN ST. CATHARINES, ONTARIO ON JANUARY 10, 2014

Pursuant to section 48 of the *Labour Relations Act*, I am appointed arbitrator for the non-payment of union dues.

This matter concerns a grievance (#100-215-633) filed by the Union alleging that the Employer has failed to properly pay union dues under the Collective Agreement since September 2012.

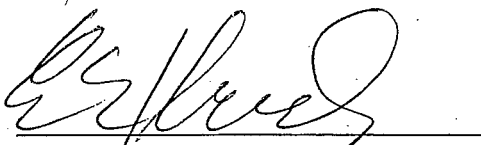
The facts surrounding this grievance are essentially undisputed by the parties. At the hearing, the parties agreed that I could issue an award that I felt was just and reasonable in the circumstances. The parties also agreed that I would remain seized.

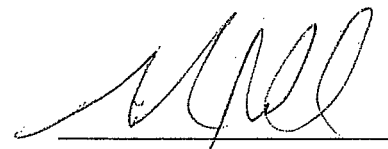
After carefully considering the submissions of the parties and with their consent, I issue the following award:

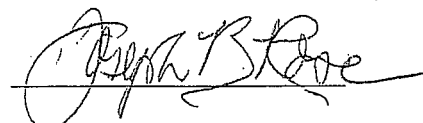
1. Under Article 5 of the Collective Agreement, the Employer is obligated to deduct and pay to the Union monthly union dues in the amount of 1.8% of members' regular pay, as well as certain other fees, such as initiation and assessment fees. The Employer is obligated under Article 5.03(a) to pay these dues on or before the last day of the month in which the deductions were made.
2. The Employer is also obligated under Article 5 to provide the Union with current updated employee information.
3. The Employer acknowledges that it has failed to pay union dues and provide information to the Union in accordance with Article 5 of the Collective Agreement since (and including) October 2012.
4. The Union acknowledges that the Employer made a partial payment towards the outstanding Union dues of \$1,000.00 in October 2012, and \$1,000.00 in November 2013.
5. The Employer hereby is directed to pay to the Union all union dues owing under Article 5 by **March 15, 2014**.

6. The Employer is further directed to provide to the Union the current updated employee information required under Article 5 by **March 15, 2014**.
7. The Union has also made a claim in this grievance for interest on the amount of the union dues owing. The Union has agreed to hold the claim for interest in abeyance pending the payment of the union dues ordered herein. Should the Employer comply with my award and pay the amount owing and provide the employee information to the Union by March 15, 2014, the Union agrees to waive its claim for interest. If the Employer does not comply with this award, and does not pay the amount owing and/or provide the employee information by the March 15, 2014 deadline as directed, the Union reserves the right to claim interest and make submissions to me on that issue.
8. I will remain seized to deal with any issues arising out of this award, including, but not limited to, implementation and the Union's claim for interest.

Dated at St. Catharine's, Ontario this 10th day of January 2014.


For the Employer


For the Union


Joseph B. Rose, Arbitrator