



HEALTH ASSOCIATION NOVA SCOTIA

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January 21, 2011

VIA FAX # 455-5915

Mr. Kelly Murray
Canadian Union of Public Employees
Suite 308, Starlite Building
7071 Bayers Road
Halifax, NS B3L 2C2

Dear Mr. Murray:

Re: Arbourstone Enhanced Care -Make Up Shifts – Grievance Settlement

This letter is written as a follow-up to our meeting on January 7, 2011 in respect of the outstanding grievances related to make up shifts for missed opportunities.

In accordance with our discussions, the employer did attempt to review practice in 2010 in respect of make up shifts. Unfortunately, not all shifts were properly coded as make up shifts. We were able to confirm that of the four (4) incidents identified, in three (3) the make up shift was performed within 2 weeks. In the case of the fourth incident, the initial make up shift was re-scheduled but it was completed within one month.

Please find attached a draft settlement for the outstanding grievances related to this issue. As discussed the settlement contains the process for the scheduling of a make up opportunity. In addition, and to address the Union's concern with delays, if a make up opportunity is re-scheduled more than three times due to the availability of regular opportunities (the employee is eligible for an available shift, overtime or call in) then the employer will pay out of claim. We feel that this will ensure that all claims for missed opportunities are resolved in a timely manner.

If you have any questions about the attached please contact me at your convenience. If there are no questions please simply sign and return the settlement agreement to Melissa Jenkins, Administrator.

Sincerely,


Tracy L. McPhee

cc: Ellen Stoddard, Shannex
Melissa Jenkins, Arbourstone Enhanced Care

SETTLEMENT AGREEMENT

between

Arborstone Enhanced Care (the "Employer")

And

CUPE (the "Union")

WHEREAS the following employees were offered in kind remedies for missed shift opportunities, C. Hubley, C. Peek, J. Johnson, and D. Scott;

AND WHEREAS . the employees sought monetary compensation and rejected in-kind remedies proposed by the employer;

AND WHEREAS various grievances by the employees;

AND WHEREAS the Parties are prepared to settle this matter and enter into this Settlement Agreement;

THEREFORE the Parties agree to the following terms and conditions for the settlement of the grievances:

1. The parties are agreed that when a determination is made that an employee has missed a work opportunity, an in-kind remedy shift for the missed opportunity is appropriate provided:
 - The remedy shift is of the same duration as the missed opportunity and at the same rate of pay.
 - The remedy shift is above complement.
 - No regularly scheduled shift, call in or overtime opportunity for any other employee is impacted.
 - The remedy shift is done at a time when the employee is available and not otherwise working a regularly scheduled, call in or overtime shift.
 - If an overtime or call in opportunity becomes available for the employee when they had scheduled the remedy shift, the employee could defer the remedy shift and work the available overtime or call in shift.
 - The employer and employee will meet to determine an appropriate time for the employee to work the shift. The employer will make an effort to provide the remedy shift opportunity within two weeks of becoming aware of the missed opportunity and at a time convenient to the employee..
 - In the event that the parties cannot agree on the timing of the remedy shift the employer will offer three possible times for the make up shift within a 6 week period. If the Employee rejects those three opportunities

no compensation will be owing to the employee.

- In the event that a schedule make up shift is replaced by a regular opportunity (available shift, overtime, call-in) the parties will follow the procedure agreed to here to re-schedule. In the event that three efforts are made to re-schedule and are replaced with a regular opportunity, the employer will pay out the make up shift owing.
2. The outstanding grievances filed by C. Hubley, C. Peek, J. Johnson and D. Scott are resolved on a without prejudice basis by payment of the lump sum amount equal to the overtime compensation for the lost overtime opportunity at the rate applicable at the time of the lost overtime opportunity, less applicable statutory deductions. All grievances will be withdrawn and no further grievance can be filed in respect of the subject matter of the grievances.
 3. It is acknowledged by the Parties that the Employer does not by this settlement admit any liability to the Union or the Employee that it breached any provision of the Collective Agreement or any other law.
 4. The Union and Employee release and discharge the Employer from any and all manner of liability, claims and demands related to the grievances in this matter.

DATED and effective at Halifax, Nova Scotia, this ^{27th} ~~26th~~ day of January 2011.

Melissa Jenkins
Representative of the Employer

Cathy Boudreau
Witness

Beverly Gonnors
Representative of CUPE (the Union)

Sandra Wilson
Witness