

In an arbitration hearing under the Labour Relations Act, 1995

BETWEEN

**HEALTHCARE OFFICE PROFESSIONAL EMPLOYEES
UBCJA 2220**

(the “Union”)

and

**CHARTWELL WOODHAVEN
LONG TERM CARE RESIDENCE**

(the “Employer”)

Re: Grievance of Charlene Smith

For the Employer:

Tessa Davis

For the Union:

Denis Ellickson
Paula Randazzo

A video hearing was held on December 17, 2020.

AWARD

1. I was appointed by the parties pursuant to the collective agreement to hear the grievance of Charlene Smith ("the Grievor"). There was no dispute that I had the powers under the *Labour Relations Act, 1995* to hear the matter.
2. The parties appeared before me on November 5, 2020. On consent, I assisted the parties in reaching a resolution of all outstanding matters. The parties exchanged various proposals that were ultimately drafted as Minutes of Settlement, which also included a full and final release ("the MOS"). As the grievor actively participated in the mediation, the terms of the MOS were reviewed with her by the union throughout the process.
3. Due to the lateness of the day, and the technological issues faced by the grievor, the MOS was not signed. The parties agreed to have the MOS signed on the next day. I advised the parties that I considered all matters to be resolved pursuant to the MOS. I made it clear that given the difficult negotiations that had transpired that I would treat the MOS as a binding settlement on the parties.
4. On November 24, 2020, my office was advised that the grievor was unwilling to sign the MOS. I convened a conference call on November 27, 2020 whereby the parties advised me of the situation. Notwithstanding that the MOS had not been signed, the employer had treated the MOS as binding and sent cheques in the amounts stipulated in the MOS to counsel for the union. The employer was attempting to make payments to the Grievor in a timeframe consistent with the terms of the MOS. Counsel for the union still had those cheques as the Grievor had refused to sign the MOS.
5. A hearing was convened on December 17, 2020 to address the issue of the MOS. After hearing from the Union and the Grievor it is apparent that there is no reason to overturn the MOS. The union, to its credit, acknowledged that it had engaged in the mediation and reached an agreement as described in the MOS. It presented no reason to resile from that settlement nor did it seek to do so. The Grievor identified a number of questions she had, many of which had already been addressed during the course of the mediation.

DECISION

6. As labour arbitrators have consistently held over the years, settlements are a foundational part of the ongoing relationship between parties to a collective agreement. When parties reach an agreement, they deserve to know with confidence that such an agreement will be enforced. This case is no different.
7. In the matter before me, the union advocated strongly on behalf of the grievor. There was nothing inappropriate or extraordinary about the mediation process. When given

an opportunity, the Grievor presented me with no credible reason why the MOS should be disturbed in any way.

8. Therefore, pursuant to my powers under the *Labour Relations Act, 1995*, I make the following declarations and orders:
 - a. The MOS reached on November 5, 2020 is enforceable at law and binding on the parties;
 - b. Counsel for the union is directed to send the funds to the grievor forthwith along with a copy of this decision and the MOS; and
 - c. The employer is directed to send the grievor the Letter of Employment as described in the MOS and any outstanding Record of Employment to her last known address.
9. I remain seized with respect to any issues related to this award.

Dated this 18th day of December 2020



Matthew R. Wilson
Arbitrator