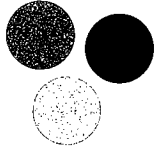


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**P.E.I. Union of  
Public Sector Employees**



The Honourable George W. Adams Q.C.

Adams ADR Services Ltd.

February 22, 2007

Mr. Hans Connor  
Labour Relations Officer/Lawyer  
PEI Union of Public Sector Employees  
4 Enman Crescent  
Charlottetown, PE C1E 1E6

Mr. Ronald MacLeod  
HR Associates  
1 Harbourside  
Brecken Building  
Charlottetown, PE C1A 8R4

Dear Sirs,

**RE: Dispute of Memorandum of Agreement Dated December 8, 2006 with  
respect to Employees being transferred from UPSE Health Agreement  
to UPSE Civil Service Agreement**

Enclosed please find a copy of the award in this matter.

Yours very truly,

Hon. George W. Adams, Q.C.

IN THE MATTER OF  
THE HEALTH AUTHORITIES' EMPLOYEE' ACT, S.P.E.I. 2005, c.41

BETWEEN

PRINCE EDWARD ISLAND UNION OF PUBLIC SECTOR EMPLOYEES (UPSE)

AND

THE GOVERNMENT OF PRINCE EDWARD ISLAND (EMPLOYER)

**RE: DISPUTE OF MEMORANDUM OF AGREEMENT DATED DECEMBER 8, 2006 WITH  
RESPECT TO EMPLOYEES BEING TRANSFERRED FROM UPSE HEALTH  
AGREEMENT TO UPSE CIVIL SERVICE AGREEMENT**

Mediator/Arbitrator: The Honourable George W. Adams, Q.C.

For UPSE: Mr. Hans Connor

For Employer: Mr. Ronald MacLeod

On written and teleconference call submissions

The parties made oral submissions during a conference telephone call held on February 19, 2007. Mr. MacLeod submitted that I lacked jurisdiction to entertain a dispute arising under the parties' Memorandum of Agreement dated December 8, 2006. Reliance was placed on paragraphs 7 and 8 of that document. Paragraph 8 is set out above in Mr. MacLeod's correspondence. Paragraph 7 provides:

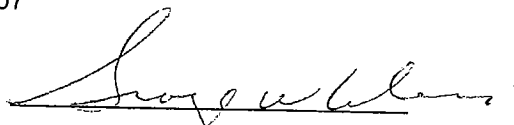
All disputes and differences arising out of the UPSE Health collective agreement, in respect of employees of the Department of Social Services and Seniors, are considered as resolved. This does not apply to specific individual or union policy grievances that have already been formally filed in accordance with the provisions of that agreement.

The dispute in question was described by Mr. Connor as to whether [and if so, how] the standby and call back provisions in the predecessor UPSE Health collective agreement "come over" to the UPSE Civil Service agreement. Mr. Connor submitted that such matters were dealt with by my April 26, 2006 award and in respect of which I retained jurisdiction. He argued that the parties' December 8, 2006 Memorandum of Agreement dealt with the same subject matter and was a product of and subject to my earlier award. At the very least, I had concurrent jurisdiction.

Mr. MacLeod described the subject matter of the dispute as pertaining to the standby compensation for social workers carrying a beeper on holidays. He submitted that even the April 24, 2006 award provided that the UPSE Civil Service agreement was to apply to transferred employees subject to exceptions which do not apply in the facts at hand. He also argued that paragraph 6 of the December 8, 2006 Memorandum of Agreement dealt substantively with the compensation for employees of Social Services and Seniors on a holiday and that, in light of paragraph 7, paragraph 6 constituted a comprehensive labour relations resolution of the issue. Any dispute over the application of paragraphs 6 and 7 in these circumstances was to be dealt with pursuant to the grievance and arbitration provisions of the UPSE Civil Service collective agreement

It is my decision that the claim in question must be filed under the UPSE Civil Service collective agreement. This is the commitment made by UPSE in paragraph 8. In coming to this conclusion, I have also had regard to the substantive provisions of my April 24, 2006 award and, in particular, paragraphs 3 and 11. Paragraph 11 is a further indication that such disputes are to be processed pursuant to "the terms and conditions of the receiving collective agreement."

Dated at Toronto this 22<sup>nd</sup> day of February , 2007

  
Hon. George W. Adams, Q.C.