

JOINT COMMUNICATION Multi-Employer/UNA Collective Agreement

Arbitration Award Re: Minimum Payment for Meetings and In-Service on Unscheduled Days

July 18, 2011

Background – Arbitration Award

On January 10, 2011, an arbitration award was issued which addressed how AHS Employees covered by the UNA Collective Agreement are to be compensated when required to come into work on a day where they were not otherwise scheduled to work for:

- A meeting (e.g., performance or investigation), or
- An in-service (including N95 fit-testing).

The arbitrator concluded that the call-back language in Article 9.04(b) must be interpreted so that an Employee who is required to attend such meetings or in-services on an unscheduled day or on a designated day of rest shall be paid a minimum of three hours pay at the overtime rate regardless of the actual length of the meeting or in-service.

On behalf of Employees and UNA Locals participating in the Multi-Employer/UNA Collective Agreement, the Multi-Employer/UNA Joint Committee discussed this arbitration decision and agreed upon a common application of the award to various circumstances, including some not expressly contemplated by the award.

Assignment of Other Work

The parties agree that the Employer may require an Employee to stay and perform meaningful work for the full duration of the minimum three hour shift except in circumstances where the Employee has been called back to duty during their on-call period in accordance with Article 9.04(a) of the collective agreement. However, this needs to be applied reasonably. For example, it may not be appropriate to require an Employee to stay for the remaining time if the purpose of the meeting was disciplinary.

Scheduling of Meetings and In-Services

Both parties need to be reasonable when scheduling meetings with consideration given to the Employee's scheduled hours and the normal hours of work for the Manager, other Employer representatives and Union representatives. This may mean that meetings are scheduled outside of regular business hours. In the case of discipline and investigation meetings, this may require the granting of extensions in order to facilitate a reasonable meeting time for all parties. However, when the Employer has provided appropriate notice of a meeting, such meetings may proceed in the absence of a Union representative.

Examples

1. An Employee is **required** to attend a meeting/in-service on an unscheduled day or on a

Designated Day of Rest.

- The appropriate rate of pay is 2X the Basic Rate of Pay (BROP) for a minimum of three hours.
2. An Employee is **required** to attend a meeting/in-service immediately following their regularly scheduled shift.
 - The Employee should be paid 2X the BROP for the actual period of time worked in accordance with Article 8 of the collective agreement (i.e., no minimum period of time).
 3. An Employee **volunteers or agrees**, when requested, to attend a meeting/in-service on an unscheduled day (blank day).
 - The Employee would be entitled to their BROP for a minimum of three hours in accordance with Article 2.09 of the collective agreement.
 4. An Employee **volunteers or agrees**, when requested, to attend a meeting/in-service on a Designated Day of Rest (X day).
 - The appropriate rate of pay in this circumstance would be 2X BROP for the actual period of time worked in accordance with Article 8 of the collective agreement (i.e., no minimum period of time).
 5. An Employee **volunteers or agrees**, when requested, to attend a meeting/in-service immediately following their regularly scheduled shift.
 - The Employee should be compensated 2X BROP for the actual period of time worked in accordance with Article 8 of the collective agreement (i.e., no minimum period of time).

In order to ensure a common understanding as to which scenario applies in a given circumstance, **it is recommended that Managers and Employees clearly communicate** whether the Employee's attendance at a particular meeting or in-service is being required by the Employer or if attendance is voluntary on the part of the Employee.

This does not apply to:

- **Professional Responsibility Committee Meetings** – Employees are paid at their BROP for the time in attendance at such meetings, with no minimum number of hours applied (Article 36.02).
- **Occupational Health and Safety Committee Meetings** – Employees are also paid their BROP for the time that they actually attend the meeting [Article 34.02(a)].
- **Other Committee meetings where the Employee's attendance is voluntary** (i.e., the Employee is not being required by the Employer to attend), the Employee is paid the applicable rate of pay for time in attendance (Article 40.01).
- **Joint Workforce Regularization Process Local Committees** are treated the same as Professional Responsibility Committees for purposes of paying Employees.

If you have any questions regarding this Joint Communication, please contact your applicable representative, as follows:

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