

IN THE MATTER OF AN ARBITRATION
BETWEEN
ROYAL OTTAWA HEALTH CARE GROUP
("the Hospital" / "the Employer")
- AND -
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 942
("the Union")
CONCERNING THE INDIVIDUAL GRIEVANCE of JAMES TORLEY ("the
Grievor") GRIEVANCE # 2021-R37

Christopher Albertyn - Sole Arbitrator

APPEARANCES

For the Union:

Mark Kotanen, National Representative

Lisa Riasyk, Acting President

Julie Longstreet, Chief Steward

James Torley, Grievor

For the Employer:

Stephen Bird, Counsel

Alicia Bouchard, Labour Relations Manager

Hearing held by videoconference on November 18, 2021.

Award issued on November 18, 2021.

AWARD

1. The grievance (#2021-R37) concerns whether an employee who regularly works the night shift, who has been placed on an administrative leave, is entitled to their shift premium during the period of that administrative leave.
2. The administrative leave makes clear that the employee is not required to work nor attend at the workplace during the administrative leave.
3. The Union's argument is that the employee always receives the shift premium, and they should continue to receive it when on an administrative leave.
4. Article 15.09 of the collective agreement provides for shift and weekend premiums. Both shift and weekend premiums are payable "for all hours worked" within stipulated periods.
5. This means that the employee must work, or be required to work, or have the expectation of work, during the period stipulated in Article 15.09 to be paid the premium. When an employee is on an administrative leave, they do not work, nor are they required to work, nor do they expect to work, during that period.
6. Accordingly, the employee is not entitled to be paid the shift premium while on an administrative leave.
7. The grievance is therefore denied.

DATED on November 18, 2021.

A handwritten signature in blue ink, appearing to read "C. Albertyn", with a horizontal line extending to the right.

Christopher J. Albertyn
Arbitrator