

Arbitration Award Summary

06-087 - Medical Travel Time - Article 20.10

Case outline:

The grievance falls under the Collective Agreement expiring March 31, 2009.

In this particular case, the member required two appointments. He ensured that they were booked close together to limit the need for the Employer to fly him to Edmonton twice. The Employer gave him two options. One was to return to Yellowknife after each appointment or to remain in Edmonton between appointments and receive sick leave plus accommodation and meal expenses for the time spent in Edmonton.

If a member has to leave their Community of residence to attend to medical treatment or appointments, the Employer has only been granting travel time for the actual time taken to travel. If a flight takes 2 hours, the Employer would grant 2 hours plus the check-in/check-out time at either end. The Employer also grants up to a maximum of 2 hours casual time for the actual appointment. Any regular work time outside of this, the Employer considers the member to be on sick leave with pay.

Employer's argument:

The Employer argued that Article 20.10 is clearly and expressly aimed at the time actually taken to travel. It is not intended to overcome all detriment from living in the NWT. In this case, the Employer also gave the member a choice as outlined above.

Union's argument:

The Union argued that the purpose of Article 20.10 was to ensure that employees had access to medical treatment outside the NWT. The member should be no worse off than if they were treated in their home communities. The medical travel, as set out in Article 20.09 is continuous and the member's two medical appointments, separated by one day, were really one continuous medical travel. Therefore the member should have had access to paid time off for the in-between day and should not have had to access his sick leave bank. In essence the member was being punished for his efficiency in making the appointments close together.

Arbitrator's decision:

The arbitrator found that the Employer did not violate the Collective Agreement and denied the grievance.

The wording used in Article 20.10 is "the actual time taken to travel..." is clear and unambiguous. The only element of medical travel for which an employee is to be granted leave with pay under Article 20.10 is the travel time itself. The use of the word "actual" to modify the phrase "time taken to travel" emphasizes the restriction under which the benefit is to be conferred. Had the parties wished to confer leave with pay for something in addition to the actual time taken to travel, they could have done so.