

JOINT COMMUNICATION Multi-Employer/UNA Collective Agreement

Treatment of Time Used Under: Articles 22.06(b) – Education Leave, 22.08 Special Leave and 35.03 – Professional Development Days

April 2012

The Multi-Employer/UNA Joint Committee recently discussed the differing interpretations and practices related to the treatment of time used under certain provisions of the Multi-Employer/UNA Collective Agreement (Collective Agreement). The varying practices and interpretations included treating time used based on a “day”, an “incident” and “hours taken”.

Collective Agreement Provisions

The Collective Agreement provides for the following:

22.06 Educational Leave

...

- (b) An Employee registered at a university or college pursuing a degree relevant to nursing on the Employee’s own time who consequently is required to fulfill requirements established by the university or college, may be granted up to five **days** leave without loss of regular earnings per year to fulfill such attendance requirements. Prior to commencement of such studies, the Employee shall advise the Employer in writing of such program requirements.

...

22.08 Special Leave

- (a) Each calendar year, each Regular and Temporary Employee shall be entitled to up to four special leave **days** without loss of pay, as either family leave or pressing necessity leave.

...

35.03 Professional Development Days

Upon request, each Employee shall be granted at least three professional development **days** annually for professional development, at the Basic Rate of Pay. An Employee shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer.

...

(emphasis added in each provision)

Agreed Upon Joint Interpretation

The Joint Committee reviewed and fully discussed the various issues and has agreed that, **effective immediately**¹:

- Any time used of less than, or up to, a day, shall constitute a “day” towards the allotment under each provision, as applicable.
- Where time used involves more than one day, each day or part thereof, shall be counted as a separate day, as applicable.
- Where the time used is based on a partial shift, the Employee **will not** be required to return to work the remainder of the scheduled shift.

Examples:

#1 Special Leave – leaving work part way through scheduled shift

An Employee reports to work as scheduled, but is approved for Special Leave part way through her shift, and leaves work. Such leave, if it does not exceed one day, will be treated as a day and deducted accordingly from the Special Leave allotment. The Employee **will not** be required to return to work for that shift.

#2 Special Leave – unable to report for scheduled shift

An Employee is scheduled to work a shift but is unable to report to the shift and is approved for Special Leave. Such leave, if it does not exceed one day, will be treated as a day and deducted accordingly from the Special Leave allotment. The Employee **will not** be required to report for the remainder of their shift.

#3 Professional Development Day – 2 full day activity

An Employee is approved for and attends a 2 day Professional Development (PD) activity. This time used shall count as 2 days towards his or her PD allotment.

#4 Professional Development Day – 1.5 day activity

An Employee is approved for and attends a 1.5 day Professional Development (PD) activity. This time used shall count as 2 days towards her or his PD allotment, and the Employee **will not** be required to return to work for the remainder of the second day.

¹ e-People reflects the listed parameters. Where a former health entity’s legacy system is not configured as such, the processing of “time used” will be managed on a manual basis until the legacy system is transitioned to e-People.

#5 Educational Leave – writing three hour exam

An Employee is regularly scheduled to work, but seeks and is granted Educational Leave to write an exam lasting three hours. Such leave will be treated as a day and deducted accordingly from the Educational Leave allotment. The Employee **will not** be required to return to work for that shift.

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

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