

JOINT COMMUNICATION

Multi-Employer/UNA Collective Agreement Interpretation and Administration of Article 12: Seniority

Background

The Multi-Employer/UNA Collective Agreement, ratified by Employers and UNA Locals on June 9, 2004, contains new provisions related to Article 12: Seniority. Employees employed at June 9, 2004 were able to have work with other employers with the same recognition clause in their agreements, recognized for purposes of seniority. Employees hired after June 9, 2004 are now able to retain their seniority dates when achieving employment with other employers subject to the same portability provisions.

The language of Article 12.01(b) and Article 12.06 results in a potential conflict or inconsistency between the adjustment of seniority for current Employees and the ongoing application of seniority portability for new employees under Article 12.06 (see attached Appendix for applicable Collective Agreement language).

The Multi-Employer/UNA Joint Committee has discussed this issue and both parties have agreed upon a common interpretation and application of the seniority provisions on behalf of Employers and UNA Locals participating in the Multi-Employer/UNA Collective Agreement.

Joint Interpretation

- ▶ Seniority is to be administered such that when an employee is hired into a regular or temporary position, all periods of prior casual service, with previous or current employers be recognized for purposes of establishing the seniority date - provided that there was not a break in continuous service of more than six months.
- ▶ The voluntary termination requirement in Article 12.06 shall not apply.

Examples

1. If a new employee without previous seniority begins work as a regular employee with employer A, then becomes and stays a casual employee with employer A and then is hired by employer B as a regular employee, their original hire date with employer A is recognized as their seniority date with employer B.

Employer A (regular) August 1, 2001	-	Employer A (casual) October 15, 2004	-	Employer B (regular) July 1, 2005
Seniority date is August 1, 2001				

2. If a new employee without previous seniority begins work as a casual employee with employer A, then becomes a casual employee with employer B and 12 months later achieves a regular position with employer B, the employee's seniority date will be her/his date of hire with employer A.

Employer A (casual) August 1, 2001	-	Employer B (casual) October 15, 2004	-	Employer B (regular) October 15, 2005
Seniority date is August 1, 2001				

3. If an Employee with three years previous UNA bargaining unit work with prior employers begins work as a regular employee with employer A, then becomes and stays a casual employee with employer A and then is hired by employer B as a regular employee, their seniority date with employer B will be the original date of hire with the employer(s) prior to their employment with employer A. (assume no break in employment).

Previous UNA bargaining unit work back to June 1, 1998	-	Employer A (regular) August 1, 2001	-	Employer A (casual) October 15, 2004	-	Employer B (regular) July 1, 2005
Seniority date = June 1, 1998						

4. If an employee with three years previous UNA bargaining unit work with prior employers begins work as a casual employee with employer A, then becomes a casual employee with employer B and 12 months later achieves a regular position with employer B, the employee's seniority date with employer B will be the original date of hire with the employer(s) prior to their employment with employer A.

Previous UNA bargaining unit work back to June 1, 1998	-	Employer A (casual) August 1, 2001	-	Employer B (casual) October 15, 2004	-	Employer B (regular) October 15, 2005
Seniority date = June 1, 1998						

All of these examples assume that there has been no break in employment with a UNA bargaining unit of greater than six months. If there has been a break in employment with a UNA bargaining unit of greater than six months, then the Employee's seniority date will be the date of hire following the six month break in employment within a UNA bargaining unit.

Multi-Employer/United Nurses of Alberta Collective Agreement Excerpts

Article 12.01 reads (emphasis added):

- “12.01 (a) *An Employee’s “Seniority Date” shall be the date on which a regular or temporary Employee’s continuous service within the bargaining unit commenced, including all prior periods of service as a casual, temporary or regular Employee contiguous to present regular or temporary employment.*
- (b) *Continuous service within the bargaining unit shall include:*
- (i) *service as a bargaining unit Employee in direct nursing care or community health nursing, and*
- (ii) *service with any Employer with a bargaining relationship with the UNA provided that the Collective Agreement with that Employer contains a reciprocal clause.*
- provided there was no break in the Employee’s service for longer than six (6) months.*
- (c) *Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 12.01(a).”*

Article 12.06 reads (emphasis added):

- “12.06 *An Employee who has accrued seniority with another Employer under the terms of a Collective Agreement with reciprocal seniority provisions shall, upon voluntary termination of employment with the previous Employer, be entitled to maintain their previous seniority date provided that there has not been a break of six (6) months or more in the Employee’s continuous employment. Such seniority date shall be considered in accordance with Article 12.02, but shall have no impact upon the Employee, as an external candidate, obtaining an initial position subject to Article 14, the Employee’s initial basic rate of pay subject to Article 27, vacation entitlement subject to Article 17, sick leave accrual subject to Article 19 or severance.”*