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# JOINT COMMUNICATION

# Multi-Employer/UNA Collective Agreement Union Leaves of Absence

#### July, 2008

In June, 2008, the Multi-Employer/UNA Joint Committee finalized discussions related to the administration of union leaves of absence for those Employees who take full leaves of absence from their position with the Employer to perform Union business. The details of this agreement are attached as Appendix A.

In summary, the agreement provides for the continuation of wages to affected Employees during their leaves of absence and provides for full reimbursement of Employer costs by UNA. For eligible Employees, wages are to be paid by the Employer in accordance with the FTE and rate of pay advised by UNA. UNA shall reimburse Employers for all costs incurred during the Union leave of absence including wages, Employer pension contributions, the Employer's portion of benefit premiums, matching RRSP contributions, as applicable, the Market Condition Lump Sum payment, all Employer statutory premiums, including WCB and sick leave accrued during the leave of absence. The main benefit of this agreement is the continuation of pension and benefits for Employees without having to worry about buying back pensionable time, reaching pension buyback maximums or paying the full benefit premium costs in advance.

Due to the additional administrative complexity involved, this agreement is not intended to apply to Employees who take Union leaves and who also perform work for the Employer. The Multi-Employer/UNA Joint Committee will continue to discuss salary continuation for Employees on partial Union leaves of absence.

Since this agreement varies from the strict Collective Agreement language in Article 5.06(c) which indicates that all Union leave shall be without pay, it is recommended that Employers and Union Locals that have individuals on a full leave of absence for Union business should get together a sign a local letter of understanding that reflects the attached agreement. In addition, local letters of understanding should deal with how vacation and sick leave provisions will be administered during the Union leave and clarify the timing and processes for the Employer invoicing and Union payments.

If you have any questions regarding the resolution of this issue, please contact your applicable representative as follows:

For the Union: David Harrigan Director of Labour Relations United Nurses of Alberta 1.800.252.9394 For the Employers: Cory Galway Senior Negotiator HBA Services 403.281.8510





### **APPENDIX A**

## Multi-Employer/UNA Joint Committee Agreement Re: Administration of Union Leaves of Absence for Employees Taking Full Leave from the Employer for Union Business July, 2008

#### **Eligible Union Representatives:**

- ➤ The agreement would be available for those UNA Locals that choose to utilize it and covers Union Representatives/Employees who take a full Union leave from the Employer for greater than 30 consecutive days.
- ➤ UNA will confirm the numbers of individuals that currently meet the criteria. Thereafter, UNA would advise applicable Employers as Union Representatives are elected or appointed to applicable positions. As at June 19, 2008, the number of eligible Employees, out of UNA's total membership of approximately 26,000 members, was estimated to be approximately 11. See Appendix B for the current listing of eligible Union positions.

#### **Compensation During Union Leave of Absence for Eligible Union Representatives:**

- ➤ Wages Employers will compensate the Employee during periods of Union leave of absence at the rate of pay and FTE as directed by the Union, up to the Head Nurse/Instructor rate of pay at the top step , including the 2% long service retention recognition (as at April 1, 2008 this rate is \$46.12) This could be done either by coding a different rate of pay for the Union leave of absence hours, by maintaining the Employee's regular wage rate and coding the difference as a premium of some kind, or by some other mechanism mutually agreed upon locally by the Employer and the Union.
- Employee contributions for pensions, pre-paid health benefits pursuant to Article 21, Supplementary Group RRSP, if applicable, and all statutory benefits will continue for periods of Union leave of absence. Such contributions will be based upon the rate of pay and fulltime equivalency of their Union position.
- Employer contributions for pensions, prepaid health benefits pursuant to Article 21, Supplementary Group RRSP contribution, if applicable, all statutory benefits and the Market Condition Lump Sum Payment will continue during Union leaves of absences. Such payment shall be based upon the Employee's wage rate and FTE with the Union.
- ➤ Vacation and Lieu Time The intent is that Employees utilizing Union leaves of absence will not gain an advantage nor suffer a disadvantage in terms of additional vacation or lieu time when compared to Employees who do not utilize Union leaves of absence. For example, it could be set up such that the Employees would not accrue nor utilize vacation or Named Holiday lieu days during the period of Union leave of absence. Such banks would be frozen upon the commencement of the leave and would be accessible to the Employee upon their return from leave. Alternatively, Employees could utilize their annual vacation and lieu time

while on leave with the Union and the Employee/Union would notify the Employer which days are to be coded as vacation or lieu time.

Sick Leave - Similarly, Employees would be kept whole regarding sick leave. Employees could continue to accrue sick leave and would be able to access sick leave during the Union leave of absence (in which case UNA has agreed to reimburse Employers any sick leave accrued during the Union leave of absence), or the Employee's sick leave bank could be frozen at the commencement of the Union leave of absence and the Employee would simply be paid for all days as a Union leave of absence with no deductions or additions to their sick leave banks.

Note: The current collective agreement language requires that an Employee on a Union leave of absence in excess of 30 days continues to accrue sick leave and vacation, however, this would be amended by the parties in order to administer the intent of this agreement in principle.

➤ Overtime - The Employer would not be responsible for any overtime worked or payable to the Employee for Union business performed during the Union leave of absence, nor any overtime payable as a result of combined time worked for the Employer and time worked for the Union.

### **Other Union Representatives**

➤ This agreement is not intended to apply to Employees who take Union leaves and who also perform work for the Employer. The parties will continue to discuss salary continuation for Employees on Union LOA(s).

### UNA reimbursement of all related Employer Costs

➤ UNA shall reimburse Employers for all costs incurred during the Union leave of absence including wages, Employer pension contributions, the Employer's portion of benefit premiums, matching RRSP contributions, as applicable, the Market Condition Lump Sum payment, all Employer statutory premiums, including WCB and sick leave accrued during the leave of absence.

The Employer will invoice UNA for (and UNA shall reimburse the Employer) for:

- the gross pay (including Employee's pension, prepaid health benefits pursuant to Article 21, group RRSP contributions and statutory benefits that are contributed on behalf of the Employee),
- all Employer contributions (pension, prepaid health benefits, Group RRSP, statutory benefits and Market Condition Lump Sum Payments).
- In the event the Employer and Union agree the Employee should accrue sick leave and/or vacation during the Union leave of absence, the Employer would also bill UNA for the amount of these accruals during the leave of absence.





### **APPENDIX B**

## Multi-Employer/UNA Joint Committee Agreement Re: Administration of Union Leaves of Absence for Employees Taking Full Leave from the Employer for Union Business July, 2008

Current listing of eligible Union positions as at July 2008

Employer/Site	UNA Position	UNA Local	Number
Caritas Health Group (Grey Nuns)	UNA Executive Officer*	79	1
1 ( ) /	President*		
Caritas Health Group (Misericordia)	UNA Executive Officer*	11	1
	1 <sup>st</sup> Vice President		
Capital Health (UAH)	UNA Executive Officer*	301	1
	2 <sup>nd</sup> Vice President		
Calgary Health Region (Foothills)	UNA Executive Officer*	115	1
	Secretary/Treasurer		
Calgary Health Region (Foothills)	Local 115 Local President**	115	1
Calgary Health Region (Community)	Local 211 Local President	211	1
Calgary Health Region (PLC)	Local 1 Local President	1	1
Capital Health (RAH)	Local 33 Local President	33	1
Capital Health (UAH)	Local 301 Local President	301	1
Capital Health (Community)	Local 196 Local President	196	1

#### Notes:

- \* UNA Executive Officer positions are filled through elections of the membership every two years. As a result, the applicable UNA Local and Employer for these positions is subject to change.
- \*\* This position is currently being filled by UNA appointed trustees. In addition to the UNA Secretary/Treasurer already listed, the trustees are an individual from Local 115 (Foothills) and an individual from Local 1 (PLC).