

JOINT COMMUNICATION

Multi-Employer/UNA Collective Agreement Interpretation and Application of the Letter of Understanding Re: Existing Multi-Position Employees

Background

The Multi-Employer/UNA Collective Agreement, ratified by Employers and UNA Locals on June 9, 2004, contains a new Letter of Understanding Re: Existing Multi-Position Employees. The Letter of Understanding requires that employees with multiple positions with a Health Region be moved into a single employment relationship within the new region-wide bargaining units. The key elements of the Letter of Understanding are:

- Where an employee held more than one regular position with the Employer, they were permitted to continue in these positions until June 9, 2005, or until the next change in the schedule, without adjustment or a requirement to pay scheduling penalties or overtime.
- Where an employee held a regular position and also worked as a casual, Employers were permitted to continue to treat them as separate employment relationships until September 1, 2004.

Except for these specific exceptions, employees were permitted to have only one employment relationship with the Employer effective as at date of ratification, or June 9, 2004. As a result, if the employee was previously on multiple casual lists, as at June 9, 2004, they were to move to a single, casual employment relationship.

The Letter of Understanding contained a provision for adjusting the employees' vacation entitlements to recognize all hours worked for the Health Region, retroactive to April 1, 2003. However, the Letter of Understanding is silent in terms of adjusting employees' sick leave banks, salary increment assignment and hours towards next increment.

The Multi-Employer/UNA Joint Committee has discussed the issues of salary increment assignment, calculation of hours towards the next increment and sick leave accrual and both parties have agreed upon a common interpretation and application of these issues on behalf of Employers and UNA Locals participating in the Multi-Employer/UNA Collective Agreement.

Joint Interpretation

The details of the joint interpretation are as follows:

1. Sick Leave Banks

The hours in each of the employee's sick leave banks are to be added together to create a single sick leave bank. If the two sick leave banks added together total more than the 120 day or 930 hour maximum, then the maximum is applied and the new sick leave bank is capped at 120 days, or 930 hours. As this is how the sick leave banks have already been implemented by all Health Regions, no further adjustments are required.

2. Salary Increments

(a) General Principles

- Administration - The onus is on the Employee identify their situation to the Employer and to provide satisfactory proof of hours worked in position(s) other than the highest salary increment position. Employees have until January 31, 2006 to provide such proof.
 - No double counting - If hours worked in a position were recognized as previous experience for one of the other positions, they cannot be counted again.
 - Consistency - Only those hours that would normally be recognized for increment accrual are to be recognized (i.e. include regular hours actually worked, Union leave, leaves of less than 30 days, sick leave and WCB, exclude overtime)
 - Only hours worked up to full-time hours are to be recognized.
 - No retroactivity - Payment of additional salary resulting from this additional experience recognition is effective from December 1, 2005.
 - Single, region-wide employer and bargaining unit - Hours worked in multiple positions prior to April 1, 2003 are not included. Only hours worked with a single Health Region within the UNA Locals included in the region-wide bargaining unit since April 1, 2003 are to be counted.
- (b) **Multiple Regular Positions** - Increment for the single, combined position to be adjusted to recognize all hours worked between April 1, 2003 and June 9, 2005.
- (c) **Regular Position(s) plus Casual Status** - Increment for the single, regular position to be adjusted to recognize all hours worked between April 1, 2003 and September 1, 2004.
- (d) **Multiple Casual Statuses** - Increment for the single, casual employment relationship to be adjusted to recognize all hours worked between April 1, 2003 and September 1, 2004.

A complete copy of the Settlement agreed to by the parties is attached as Appendix A.

SETTLEMENT

**BETWEEN:
UNITED NURSES OF ALBERTA, LOCALS
(the "Union")
and
HBA SERVICES
("Employers")**

**RE: OUTSTANDING GRIEVANCES AND ISSUES REGARDING THE APPLICATION
OF INCREMENTS AND HOURS TOWARDS THE NEXT INCREMENT AND SICK
LEAVE ACCRUALS IN COMBINING EXISTING MULTIPLE POSITIONS IN
ACCORDANCE WITH THE LETTER OF UNDERSTANDING RE: EXISTING MULTI-
POSITION EMPLOYEES**

In settlement of the grievances and other matters regarding the above, the parties agree to the following:

1. This settlement applies to Employees who:
 - worked in more than one regular part-time position as at June 9, 2004 and up to June 9, 2005; and
 - in addition to working as a regular Employee, also worked as a casual Employee under what were previously separate contracts of employment as at June 9, 2004 and up to September 1, 2004;
 - worked as a casual Employee under more than one separate contract of employment as at June 9, 2004 and up to September 1, 2004;
2. For Employees who worked in more than one regular part-time position as at June 9, 2004 and up to June 9, 2005, the Employee's increment assignment and hours towards the calculation of the next increment shall be adjusted to recognize all hours worked between April 1, 2003 and June 9, 2005, subject to Items 5 through 9 below.
3. For Employees who, in addition to working as a regular Employee, also worked as a casual Employee under what was previously a separate contract(s) of employment as at June 9, 2004 and up to September 1, 2004, the Employee's increment assignment and hours towards the calculation of the next increment shall be adjusted to recognize all hours worked between April 1, 2003 and September 1, 2005, subject to Items 5 through 9 below.
4. For Employees who worked as a casual Employee under more than one separate contract of employment as at June 9, 2004 and up to September 1, 2004, the Employee's increment assignment and hours towards the calculation of the next increment shall be adjusted to recognize all hours worked between April 1, 2003 and September 1, 2005, subject to Items 5 through 9 below.
5. The onus is on the Employee to provide the Employer with satisfactory proof of having worked such hours. The deadline for Employees to provide satisfactory proof of eligible hours worked is January 31, 2006.

6. Hours worked in one position that were included in any recognition of previous experience in accordance with Article 27 when the Employee achieved the other position(s), shall not be recognized for purposes of adjusting the Employee's increment level or included in hours towards the next increment. (i.e. hours cannot be counted twice).
7. The adjustment shall only include those hours which are normally recognized for purposes of increment accrual pursuant to Article 30.01(c), (regular hours actually worked, leave of absence for Union business, other leaves of absence not exceeding one month, periods of sick leave and WCB and educational leave up to 24 months).
8. Only hours worked up to the equivalent of full-time hours shall be recognized.
9. Any increased salary resulting from recognizing additional hours shall be payable to the employee effective December 1, 2005. There shall be no retroactive application of these provisions prior to December 1, 2005.
10. For Employees who worked in more than one regular part-time position as at June 9, 2004, the sick leave banks of each of the regular part-time positions were combined to a maximum of 120 days, or 930 hours at the time that the positions were combined. This remains unchanged by this Settlement.
11. The parties agree that this Settlement is without prejudice and does not set any precedent for any circumstances that may arise in the future.
12. The conditions set out in this Settlement constitute the entire agreement between the parties.