

CONTRACT INTERPRETATION MANUAL

Article 44 Union Leave

Interpretation Guidelines

There are two types of Union Leave:

1. Union Leave where the employee is required by the Employer to do the Employer's business and is paid by the Employer. This leave is covered by Article 6.
2. Union Leave where the employee is doing the Union's business. This is unpaid Union Leave. The Employer is reimbursed for the leave period.
 - (a) Wages and benefits are paid by the Employer; and
 - (b) Unpaid Union leave will not affect the employee's seniority, anniversary date, service for the purpose of vacation entitlement, sick leave and special leave accruals.

When requesting unpaid Union Leave the employee will provide the Employer with as much advance notice as possible of the dates of the leave (a minimum of eight days prior to event date).

The Article provides a list of leaves that the Employer must grant. For Union leaves that are subject to operational requirements, the Employer must consider all the circumstances surrounding the request such as the length of notice provided and must make all reasonable efforts to grant the leave. Reasonable efforts include calling out the shift to casuals, offering RPT employees extra hours or any other efforts to cover the shifts.

At small worksites of less than 15 employees when the leave request is made, and based on operational requirements, only one leave request for unpaid Union leave will be granted.

This would be an additional person to worksites where the Union President or Council Member is off and has been backfilled.

Employees will be returned to their former position at the end of the leave.

The Employer will not discipline employees for any work done on behalf of the Union.

Peak Period Restrictions

Leaves for those members appointed or selected for standing committees or leaves for the purpose of conducting Union business, will not be granted during peak times (Article 44.01 (F)). This covers leaves for Regional Meetings, Steward training or other education programs offered by the Union, or other Union work. However, if the leave is approved by the CEO of the Union on behalf of members it will be granted by using all reasonable efforts to cover the leave.

Peak times are designated as:

- (a) June 25-September 8;
- (b) Spring Break; and
- (c) December 15-January 5.

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For any issues around the granting of Union leave please see your Steward.

Footnotes

Article	44
Sub-Article	44.01, 44.02
Last Update	31-03-21
Related Articles	6, 44