

# CUPE 3902, Unit 6 Leaves – IFP Full-Time Sessional Instructors

Although this is a detailed overview of your leave benefits, you are strongly advised to read the relevant articles in the Unit 6 Collective Agreement before initiating the process to take any leave. You can also consult with a Union Staff Rep, Unit 6 Steward or Vice-President for any help understanding these leaves.

## Sick Leave (Art. 27)

After probation, IFP SIs are eligible for sick leave with pay for periods of up to 15 weeks during unavoidable illness or injury. SIs in the probationary period are eligible for 3 days of sick leave.

You must notify your supervisor promptly and inform them as early as possible of the probably date you will return to work.

You may be required to provide a doctor's certificate certifying that you cannot carry out your work due to illness.

## Personal Leave (Art. 13:13-14)

You may request up to 4 days or up to 8 half-days of paid Personal Leave in any year (Jan-Dec). You need to notify the Designated Authority (currently Ron Vander Kraats) a minimum of 5 days in advance.

Examples of Personal Leave include, but are not limited to:

- Care of family members
- Parent-teacher interviews
- School trips or concerts
- Stepping in for a regular caregiver who is away
- Observance of a religious holiday
- Professional appointments
- Writing examinations
- Volunteer activities
- Attending to emergency situations

Personal Leave may not be used to extend vacations or long weekends.

Requests for Personal Leave shall not be unreasonably denied.

## Leave of Absence without Pay (Art. 13:02-03)

You may request a Leave of Absence without pay for up to 1 year “if the leave is for good reason and does not unduly interfere with operations.” You need to provide a minimum of 4 weeks of notice to the Designated Authority (currently Ron Vander Kraats).

You can ask to extend your leave by up to 6 months, again “for good reason.” You must request an extension before the first leave period expires.

While on unpaid Leave of Absence, you may remain enrolled in benefits, but will pay the full premiums.

## Health Care Appointments (Art. 13:15)

If you cannot schedule a health care appointment outside regular working hours, you will be given time off with pay necessary to attend the appointment, providing as much notice as possible.

If you have regularly occurring health care appointment that cannot be scheduled outside of work hours, the University will treat a request to attend such appointments as an accommodation. You can apply for an accommodation through Health & Wellbeing Programs and Services.

It’s understood all employees will make every reasonable effort to schedule appointments outside of instructional hours wherever possible.

## Academic or Professional Conferences (13.17)

If you are invited to deliver a paper, present research findings, chair a session, or serve as a discussant on a topic related to the IFP (e.g. English for Academic Purposes, Applied Linguistics, first-year undergraduate pedagogy, etc.) at an academic or professional conference, you may take leave without loss of pay for the time necessary to travel to and from the conference, and to discharge your obligations at the conference, provided that you obtain prior approval from the Designated Authority (currently Ron Vander Kraats).

Once per academic year, you may attend an academic or professional conference on a topic related to the IFP (e.g., English for Academic Purposes, Applied Linguistics, first-year undergraduate pedagogy, etc.) without delivering a paper, presenting research findings, etc., without loss of pay for the time necessary to travel to and from the conference, provided that the employee obtains prior approval from the Designated Authority (currently Ron Vander Kraats).

## Bereavement Leave (Art. 14)

You are entitled to up to 5 days of paid leave in the event of the death of a spouse, children (including step-children), grandchildren, parents, parent-in-law, sibling (including step-siblings), brother- or sister-in-law, grandparents, or for the death of a person whose relationship is not defined above, the impact of which is comparable to that of family (e.g., a close friend).

## Compassionate Care Leave (Art. 13:16)

You may take Compassionate Care Leave as a leave of absence under the Family Medical Leave provisions of the *Employment Standards Act (2000)*. Under Family Medical Leave, you are eligible for 26 weeks of EI benefits (i.e., “compassionate care benefits”)

If you have worked for at least 1 year at IFP, the University will pay up to the equivalent of the maximum possible weekly Employment Insurance benefit for which the employee is qualified during the 1 week waiting period provided that the employee applies for and receives Employment Insurance benefits.

Search “family medical leave” at Ontario.ca for more details about how to access the EI benefits.

## Pregnancy Leave (Art. 13:09)

This leave is rather complex; you are encouraged to read the article in the Collective Agreement and bring any questions you might have to a Staff Representative of the Local for assistance.

If you have completed at least 13 weeks of service in the IFP prior to the delivery date of your child, you are entitled to 17 weeks of Pregnancy Leave. You will need to provide a doctor’s (or midwife’s) certificate confirming you are pregnant and when the probably date of deliver will be to the Designate Authority (currently Ron Vander Kraats).

If you have completed a year of service in the IFP, the Employer will pay 95% of your weekly salary during the 1-week waiting period for Employment Insurance pregnancy benefits. For the next 16 weeks, the Employer will top up your EI pregnancy benefits to 95% of your weekly salary, so long as you provide proof you are receiving EI. If you have not completed a year of service, your top-up will be prorated.

You can begin your Pregnancy Leave up to 17 weeks before the expected date of delivery. You need to provide two weeks’ notice to the Employer of your intent to take the Leave.

Vacation and benefits continue during Pregnancy Leave, as does accumulation of years of service.

Should complications with timing of the birth or pregnancy complications arise, detailed provisions are made in 13:09(c) and (d).

If you take Pregnancy Leave, you are eligible to take Parental Leave immediately after.

Pregnancy Leave and its benefits will not extend beyond the session for which you have been recalled/hired.

## Parental Leave (Art. 13:10)

This leave is rather complex; you are encouraged to read the article in the Collective Agreement and bring any questions you might have to a Staff Representative of the Local for assistance.

If you have completed at least 13 weeks of service in the IFP, you are entitled to Parental Leave following the birth of a child or the coming of the child into a parent’s custody, care, and control for the first time. Parents are eligible for the following:

- Up to 35 weeks of Parental Leave if you took Pregnancy Leave
- Up to 37 weeks of Parental Leave for all others

If you took Pregnancy Leave, Parental Leave begins when your Pregnancy Leave ends or when the baby first comes into custody, care, and control of the birth parent.

For all others, Parental Leave must begin within the 52 weeks after the birth or after the child first comes into custody, care, and control of the parent.

If you have completed a year of service in the IFP and provided proof you are receiving Employment Insurance parental benefits, the Employer will pay

- For those who took Pregnancy Leave, the difference between EI parental benefits and 95% of your salary for up to 10 weeks
- For those who take Parental Leave and have already served a 1-week waiting period in respect of the same child, the difference between EI parental benefits and 95% of your salary for up to 10 weeks
- For those who take Parental Leave and are required to serve a 1-week waiting period, 95% of your salary during the 1-week waiting period, and the difference between EI parental benefits and 95% of your salary for up to 8 weeks

You must provide two weeks' notice prior to beginning the Leave. If you don't specify when the Leave will end, it will be assumed you are taking the full 35 or 37 weeks. If circumstances change, there is some flexibility in adjusting the start and end dates – see Art. 13(d), (e), (f), and (g).

Vacation and benefits continue during Parental Leave, as does accumulation of years of service.

If you take Parental Leave, you are not eligible to take Primary Caregiver Leave or Adoption Leave.

Parental Leave and its benefits will not extend beyond the session for which you have been recalled/hired.

## Primary Caregiver Leave and Adoption Leave (Art. 13:11)

This leave is rather complex; you are encouraged to read the article in the Collective Agreement and bring any questions you might have to a Staff Representative of the Local for assistance.

If you have completed at least 13 weeks of service in the IFP and are not a birth parent, you are entitled to Primary Caregiver Leave if you have primary responsibility for the care of child during the 37 weeks following the birth of the child or the coming of the child into your custody, care, and control for the first time.

You must provide two weeks' notice prior to beginning Primary Caregiver Leave. You must also confirm, in writing, that you will have primary responsibility for the child during the period of the leave (e.g. for a birth parent's partner, because the birth parent is unavailable or has returned to work; for an adoptive parent, because the parent will be the primary caregiver for some period of time after the child comes into the custody, care, and control of an adoptive parent for the first time).

In the case of adoption, Primary Caregiver Leave may be split between two parents.

If you have completed a year of service in the IFP and provided proof you are receiving Employment Insurance parental benefits, the Employer will pay 95% of your weekly salary during the 1-week waiting period for EI parental benefits and will pay the difference between your weekly EI parental benefits and 95% of your weekly salary for 16 weeks, provided you furnish proof you have applied for and are in receipt of EI. If you have not completed a year of service in the IFP, your top-up will be pro-rated.

Vacation and benefits continue during Parental Leave, as does accumulation of years of service.

If you take Primary Caregiver Leave or Adoption Leave, you are not eligible to take Parental Leave.

Primary Caregiver Leave and its benefits will not extend beyond the session for which you have been recalled/hired.

## Non-Birth Parent Leave

Upon the birth or adoption of a child, you are eligible for up to (5) days' paid leave of absence. Application for such leave shall be submitted in writing to the Designated Authority (currently Ron Vander Kraats), at least 5 days in advance. Non-birth parent leave must be taken within the first month of the birth or an adoption.

## Union Convention of Conference Leave (Art. 13:04)

If you are elected or appointed to attend Union conventions or conferences, you shall be granted a leave of absence without pay by the Employer provided the leave will not unduly interfere with operations.

Written notice from the Union must be provided two weeks in advance to the Executive Director, Labour Relations.

No more than 10 days per year in total per elected or appointed employee may be used to attend Union conferences or conventions.

You will be paid by the Employer for the time you are away, but the Union will reimburse the University for days missed.

## Union Leave (Art. 13:05)

If you take on an official position with the Local or International Union, the Employer will grant you up to 1 year leave of absence without pay (note that the Employer will continue to pay you, but they will be reimbursed by the Union). You must provide a request for such leave at least 2 months prior to the beginning of the leave. The leave must not unduly interfere with operations.

## Absence from Work for Union Business – Negotiations (Art. 13:06)

Up to 3 members of the Unit 6 Bargaining Committee will suffer no loss of pay if they must miss contact hours to attend negotiations. Note that, of the 5 bargaining committee members, 3 are elected from Unit 6.

## Absence from Work for Union Business – Grievances (Art. 13:07-08)

If you have a grievance meeting or an arbitration hearing that you must attend as an officer, Steward, grievor, or witness and which conflicts unavoidably with your teaching schedule, you will suffer no loss of pay. Where possible, you must provide at least 2 days of notice to the Designated Authority (currently Ron Vander Kraats).

## Jury Duty

If you are called for jury duty or subpoenaed as a witness (excluding arbitration), you will receive, for all days on which you would otherwise have been working, an amount equal to the pay lost (calculated as the number of hours you would otherwise have worked, exclusive of overtime, multiplied by your regular straight-time hourly rate), provided you provide the Employer with certification by proper authority of the dates and times served and of any and all payments received for such service, that the amounts received from the Court for jury duty or witness fees, exclusive of any expenses received, must be endorsed to the credit of the Employer, and you report for work when not required for such duty and endeavour to keep up with the responsibilities of the job to the best of your ability.