

20:10 Upon written request, the Employer will provide a confirmation of employment letter within five (5) working days.

## **ARTICLE 21: LEAVES OF ABSENCE**

### **Short Term Leave**

21:01 (a) With the approval of the supervisor(s) concerned, an employee may be eligible for short-term leave in accordance with the provisions of this article. Permission for such short-term leave shall be requested as far in advance as possible and shall not be unreasonably withheld.

(b) Where the employer arranges for the substitution of duties for any employee taking any of the leaves provided for by this Article, so long as such leave is of less than two (2) calendar months' duration, the provisions of Articles 15:01, 16:01, 17:01, 18:01 (Job Posting), 15:03, 16:03, 17:03, 18:03 (Notice of Appointment), 15:05, 16:05 (Job Descriptions), and 15:07, 16:10, 17:07, 18:07 (No Layoffs) shall not apply.

### **Union Conventions and Seminars**

21:02 Subject to approval of the supervisor(s) and upon written request at least five (5) working days in advance, leave of absence without pay shall be granted to not more than two (2) employees at any one time, who may be elected or selected by the Union to attend any authorized labour convention or educational seminar. Such leave of absence is to be confined to the actual duration of the convention or educational seminar and the necessary travelling time. Such leave shall not exceed ten (10) working days per year for each employee to whom such leave is granted.

### **Academic Conference Leave**

21:03 An employee who has been invited to deliver a paper, present research findings, chair a session, or serve as a discussant at an academic conference related to the employee's discipline, may request short-term leave for the time necessary to travel to and from the conference, and discharge his/her obligations. In seeking the approval of the supervisor for such leave, the employee shall request the leave as far as possible in advance of the time the leave would be taken. If known, such a request will be made during the discussion of the Description of Duties and Allocation of Hours Form at the start of the appointment.

### **Absence from Work for Union Business**

#### **Negotiations**

21:04 The Union shall advise the Employer in writing of all members of the Union bargaining committee. Where a member of the Union bargaining committee

encounters an unavoidable conflict between any scheduled contact hours arising from appointment as an employee and attendance at a scheduled negotiation meeting with the Employer, the member of the Union bargaining committee shall be entitled to attend the negotiation meeting.

#### Grievances

- 21:05 Where attendance at a grievance meeting or an arbitration hearing unavoidably conflicts with any scheduled contact hours arising from appointment as an employee, those Union Stewards, Officers, grievors and witnesses whose presence is required shall be entitled to attend without loss of pay. The affected member shall provide his/her supervisor with as much advance notice as possible, and shall endeavour to utilize the provisions of Article 21:01 wherever feasible.
- 21:06 Without limiting the desirability of providing as much advance notice as possible, an employee entitled to leave under Article 21:05 shall endeavour to provide a minimum of two (2) working days' notice of the employee's anticipated absence to the employee's supervisor(s).

#### Union Leave

- 21:07 An employee who is appointed, selected or elected to work for the Union (including the CUPE National and/or any labour bodies to which the Union is affiliated) shall at the written request of the Union receive a temporary leave of absence for a period not to exceed eight (8) months, or the term of office, whichever is shorter. Employees on such leaves of absence will continue to be paid by the Employer, but the Union shall reimburse the Employer for such wages and benefit payments upon receipt of a statement of the amount owing. 15:01, 16:01, 17:01, 18:01 (Job Posting), 15:03, 16:03, 17:03, 18:03 (Notice of Appointment), 15:05, 16:05 (Job Descriptions), and 15:07, 16:10, 17:07, 18:07 (No Layoffs) shall not apply to replacements arranged by the Employer resulting from employee absences because of union leaves of less than four (4) months in duration.
- 21:08 Wherever possible an employee entitled to leave under Article 21:07 shall provide one (1) months' notice of the employee's anticipated absence to the employee's supervisor. Union leave shall not be granted to more than one (1) employee at any one time.

#### Pregnancy Leave

- 21:09 (a) A pregnant employee shall be granted a pregnancy leave of absence of up to seventeen (17) weeks upon written request submitted at least two (2) weeks in advance stating that she is pregnant and the probable date of delivery. Where the Program requests a certificate from a legally qualified medical practitioner (e.g. physician, obstetrician/gynecologist, midwife) confirming this information, such certificate shall be provided without undue delay.

(b) The employee and the employing Program shall record in writing their joint understanding of the anticipated beginning and ending dates of the leave; however, the ending date of a leave may not extend beyond the ending date of the employee's current period of employment in that Program, except as otherwise provided for in this article.

(c) An employee may return to work within the original period of employment upon giving two (2) weeks' notice in writing of her intention to do so or upon confirming her previous arrangement for return. The employee shall be reinstated to her position or shall be provided with work of a comparable nature at the same rate of pay for the remainder of her original period of employment.

(d) Employees who are eligible for pregnancy leave per the paragraphs above are entitled to choose one of the two following benefits:

(1) Leaves of ten (10) weeks or less shall not result in an interruption of regular bi-weekly installments of pay. Leaves longer than ten (10) weeks shall be without pay for the period which exceeds the first ten (10) weeks of such leave.

**OR**

(2) For employees who qualify for Employment Insurance benefits based on insurable hours of work in this bargaining unit, a supplementary benefit will be provided. The University will pay the employee ninety-five (95) percent of regular pay during the two (2) week waiting period for Employment Insurance benefits and, for the next fifteen (15) weeks, or until the end of the appointment (whichever comes first), will pay the difference between Employment Insurance benefits and ninety-five (95) percent of the actual salary which she was receiving on the last day worked prior to the commencement of the pregnancy leave, provided that the employee applies for and receives Employment Insurance benefits.

(e) In the event of a miscarriage, a stillbirth, or birth of the child earlier than expected, the employee may begin her leave, but shall notify her employing Program as soon as possible, but no later than ten (10) working days subsequent to her first day of leave. The employee shall provide, at the Employer's expense, a doctor's certificate from a legally qualified medical practitioner (e.g. physician, obstetrician/gynecologist, midwife) stating the date of birth, stillbirth, or miscarriage, and the date the employee was expected to give birth.

**Parental Leave**

21:10 (a) An employee who has been employed for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay for up to thirty-five (35) weeks following (a) the birth of the child; or (b) the coming of the child into the custody, care and control of a parent for the first time.

(b) An employee who has not taken pregnancy leave is entitled to a leave of absence without pay of up to thirty-seven (37) weeks.

(c) Application for such leave shall be submitted in writing to the employing Program at least two (2) weeks in advance, indicating the date on which the leave is to begin. Parental leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. Parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.

(d) In the case where the employee who is the parent of a child stops working because the child comes into the custody, care and control of the parent for the first time sooner than expected, the employee must provide written notice that he/she wishes to take leave within two (2) weeks of stopping work.

(e) The employee and the employing Program shall record in writing their joint understanding of the anticipated beginning and ending dates of the leave; however, the ending date of the leave may not extend beyond the ending date of the employee's current period of employment in that Program except as otherwise provided for in this article.

(f) An employee may return to work within the original period of employment upon giving four (4) weeks' notice in writing of his/her intention to do so or upon confirming his/her previous arrangement for return. The employee shall be reinstated to his/her position or shall be provided with work of a comparable nature at the same rate of pay for the remainder of his/her original period of employment.

g) Employees who are eligible for parental leave per the paragraphs above are entitled to choose one of the two following benefits:

(1) Leaves of four (4) weeks or less during the term of an appointment shall not result in an interruption of regular biweekly installments. Leaves longer than four (4) weeks during the term of the appointment shall be without pay for the period which exceeds the first four (4) weeks of such leave. No payment will be made which exceeds the term of employment.

**OR**

(2) For employees who qualify for Employment Insurance benefits based on insurable hours of work in this bargaining unit, a supplementary benefit will be provided during the parental leave period. The University will pay the employee ninety-five (95) percent of regular pay during the two (2) week waiting period for Employment Insurance benefits, and, for the next eight (8) weeks, or until the end of the appointment (whichever comes first) will pay the difference between Employment Insurance benefits and ninety-five (95) percent of the actual salary which she/he was receiving on the last day

worked prior to the commencement of the parental leave, provided that the employee applies for and receives Employment Insurance benefits.

Where an employee who qualifies for leave under Article 21:09 and/or 21:10 commences said leave during one appointment, and he/she has a further appointment in the immediately consecutive term, the employee shall be eligible to continue his/her leave, if there is any entitlement remaining, into that next appointment.

#### Parental Partner Leave

21:11 Upon the birth or adoption of a child, a non-birth parent shall be entitled to up to one (1) week without loss of pay within six (6) weeks of the birth of the employee's child or the coming of the child into the care, custody and control of a parent for the first time. Such requests shall be made as far in advance as possible. For clarity, this provision is available to any non-birth parent.

#### Bereavement Leave

21:12 In the event of a death in the immediate family (spouse, includes both married and unmarried couples, of the same sex or different sex, parent, brother, sister, child, child of a spouse, parent of spouse, child's spouse, sibling of spouse, grandchild, or grandparent), an employee who holds a position which involves contact hours shall be entitled, upon request in advance, if possible, to up to three (3) consecutive days leave from scheduled contact hours per session without loss of pay. If extensive travel is required, the employee may be permitted up to five (5) consecutive days leave from scheduled contact hours per session without loss of pay. The provisions of Articles 15:01, 16:01, 17:01, 18:01 (Job Posting), 15:03, 16:03, 17:03, 18:03 (Notice of Appointment), 15:05, 16:05 (Job Descriptions), and 15:07, 16:10, 17:07, 18:07 (No Layoffs) shall not apply to replacements arranged by the Employer resulting from employee absences because of a death in the immediate family. Bereavement leave may be extended without pay at the request of the employee.

#### Compassionate Leave

21:13 Upon request, an employee shall be granted leave without loss of pay of up to one (1) week, equivalent to a total number of regularly worked hours, to attend to a seriously ill relative, spouse, or a person who is considered to be a close personal associate or like a family member, at the employee's request once per academic year. Unpaid compassionate leaves under this article may be granted during the same academic year.

#### Jury Duty Leave

21:14 Upon written request, supported by a copy of his/her summons, an employee shall be granted leave without loss of pay for up to the duration of the current period of employment to appear for, sit for, or serve jury duty, or Crown witness service, provided that upon return to work he/she shall provide his/her supervisor with

written confirmation of the date(s) and time(s) on which he/she appeared and/or served, signed by an appropriate official of the Court.

#### Sick Leave

21:15 (a) Sessional Lecturers and Writing Instructors who are unable to attend regularly scheduled classroom or contact hours due to illness or injury, shall be granted up to six (6) days of sick leave per academic session. To qualify for sick leave without loss of pay, the employee must promptly, and in advance if possible, notify his/her supervisor and the Program Coordinator as to the expected duration of the illness/injury.

(b) Teaching Assistants and Undergraduate Tutors who are unable to attend regularly scheduled classroom or contact hours due to illness or injury, shall be granted sick leave on the following basis:

Employed for 240 hours or more per academic session: Up to three (3) days

Employed for 140 – 239 hours per academic session: Up to two (2) days

Employed for 50 – 139 hours per academic session: Up to one (1) day

To qualify for sick leave without loss of pay, the employee must promptly, and in advance if possible, notify his/her supervisor and the Program Coordinator as to the expected duration of the illness/injury.

(c) Notwithstanding the foregoing, in the event that an employee is expected to mark and/or grade during a period of sickness, every effort shall be made to allow the employee reasonable and sufficient time to complete the marking/grading after his/her sickness.

(d) Sick leave credits shall not accumulate from one period of employment to another. Employees may be required to provide a physician's certificate, at the Employer's expense, upon return to work. All certifications by medical practitioners respecting sickness or injury shall be confidential.

#### **ARTICLE 22: HOLIDAYS**

22:01 No employee shall be required to perform any duties on any of the following holidays:

New Year's Day  
Family Day  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday

Labour Day  
Thanksgiving Day  
Christmas Eve  
Christmas Day  
Boxing Day  
New Year's Eve