

The jurisdiction of the arbitrator shall be confined to the issue in dispute. The decision of the arbitrator shall be final and binding upon the Parties.

- 10:04 In the event that an arbitrator deals with a matter relating to discharge, suspension or disciplinary action, then the arbitrator has the authority to reinstate an employee with or without compensation for wages and any other benefits lost, or to make any other award he/she may deem just and reasonable which would be consistent with the terms of the Agreement.
- 10:05 The Parties shall jointly and equally bear the fees and expenses of the arbitrator.
- 10:06 Either party may request the establishment of a board of arbitration in respect of any grievance submitted for arbitration. In such a case, the Parties shall each appoint a nominee to the board of arbitration and the chairperson of the board of arbitration will be one of the arbitrators set out in Article 10:02 above or such other chairperson as the two nominees appointed by the Parties otherwise agree. Each party shall bear the fees and expenses of its own nominee to an arbitration board, and the Parties shall jointly and equally bear the fees and expenses of the Chairperson. The provisions of Articles 10:01, 10:03, 10:04, 10:07, and 10:08 apply to a board of arbitration. The decision shall be unanimous or one reached by the majority of the members of the board; provided, however, that if there is no majority decision of the board then the decision of the Chairperson shall constitute the final and binding decision of the board.
- 10:07 Saturdays, Sundays, and University holidays will not be counted in determining the time within which action is to be taken or completed under the Grievance Procedure.
- 10:08 Time limits set forth in this article may be extended by mutual agreement in writing between the Parties hereto.

ARTICLE 11: LEAVES

Pregnancy Leave

- 11:01 An employee who has been employed for at least thirteen (13) weeks and who is pregnant 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 and submission therewith of a certificate from a legally qualified medical practitioner (e.g., physician, obstetrician/gynecologist, midwife) confirming that she is pregnant and the probable date of delivery. The employee and the employing Department 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 be extended beyond the ending date of the employee's appointment.

An employee may return to work within the original period of appointment upon giving four (4) 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 alternative work of a comparable nature at the same rate of pay for the remainder of her appointment.

- 11:02 In the event of a miscarriage, a stillbirth, or birth of the child earlier than expected, the employee may begin her leave immediately, but shall notify her employing Department as soon as possible, but no later than ten (10) working days subsequent to her first day of leave; the employee shall provide a 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.

- 11:03 Effective March 1, 2015, the University will pay the lesser of seven hundred (700) dollars or ninety-five (95) percent of salary during the two (2) week waiting period for Employment Insurance benefits, provided that the employee applies for, and receives, Employment Insurance.

For the next fifteen (15) weeks, or until the end of the appointment (whichever comes first), the University will pay the lesser of three hundred (300) dollars or 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 maternity leave, provided that the employee applies for, and receives, Employment Insurance.

Parental Leave

- 11:04 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 the employee for the first time.

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

Application for such leave shall be submitted in writing to the employing Department 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 the employee 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 the employee for the first time.

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

Effective March 1, 2015, the University will pay the lesser of seven hundred (700) dollars or ninety-five (95) percent of salary during the two (2) week waiting period for Employment Insurance benefits, provided that the employee applies for, and receives, Employment Insurance.

For the next eight (8) weeks, or until the end of the appointment (whichever comes first), the University will pay the lesser of three hundred (300) or the difference between Employment Insurance benefits and ninety-five (95) percent of the actual salary which he/she 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.

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.

Absence from Work for Union Business – Collective Bargaining Meeting

11:05

- (a) The University agrees to recognize a bargaining committee composed of no more than three (3) employees in the Bargaining Unit in addition to any other Union or Local executive committee members or Union or Local staff. The Union shall advise the University in writing of all members of the Union bargaining committee.
- (b) It is agreed that attendance at a scheduled collective bargaining meeting with the University is considered work time and each member of the Union bargaining committee from the Bargaining Unit shall be entitled to attend the meeting without loss of pay. Each affected member shall provide his/her supervisor(s) with as much advance notice as possible.
- (c) Without limiting the desirability of providing as much advance notice as possible, employees entitled to leave under this Article shall endeavour to provide a minimum of two (2) working days' notice of the employee's anticipated absence to the employee's supervisor(s)

Absence from Work for Union Business – Grievances

11:06

- (a) Where attendance at a grievance meeting or an arbitration hearing unavoidably conflicts with any scheduled work time arising from current employment in this Bargaining Unit, those Union Stewards, Officers, grievors and witnesses whose presence is required shall be entitled to attend without loss of pay. Each affected member shall provide his/her supervisor(s) with as much advance notice as possible.
- (b) Without limiting the desirability of providing as much advance notice as possible, employees entitled to leave under this Article shall endeavour to provide a minimum of two (2) working days' notice of the employee's anticipated absence to the employee's supervisor(s).

Sick Leave

11:07

- (a) Employees who are unable to attend work due to illness or injury, shall be granted up to five (5) sick days per contract year, or a pro-rated portion equivalent thereof for any portion of an employee's appointment that is less than twelve (12) months and for employees holding partial or part-time appointments.
- (b) To qualify for sick leave without loss of pay, the employee must promptly, and in advance if possible, notify his/her supervisor of their absence and expected date of return to work.
- (c) Employees may be required to provide a physician's certificate, at the University's expense, upon return to work. All certifications by medical practitioners respecting sickness or injury shall be treated as confidential.
- (d) Sick leave credits shall not accumulate from one period of employment to another.

- (e) Where an employee is unable to perform his/her duties because of illness or injury for a period beyond the period of paid sick leave, the employee may request sick leave without pay for the period illness or injury, or the end of the contract, whichever comes first.

Bereavement Leave

- 11:08 In the event of a death in the immediate family, an employee shall be entitled, upon request in advance, if possible, to no fewer than three (3) consecutive days leave per contract year without loss of pay. If extensive travel is required, the employee shall be permitted no fewer than five (5) consecutive days of leave per contract year without loss of pay.

The term "immediate family," as used in this Article, shall mean spouse, parent, brother, sister, child, child of a spouse, parent-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchild, or grandparent.

Compassionate Leave

- 11:09 Upon request, an employee shall be granted leave without loss of pay for up to one (1) week to attend to an ill relative, spouse, or close associate, at the employee's request once per contract year. Unpaid compassionate leaves under this article may be granted during the same contract year.

Jury Duty Leave

- 11:10 Upon written request, supported by a copy of his/her summons, an employee shall be granted leave without loss of pay of no longer than one (1) week or until the end of the appointment (whichever comes first), 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. An employee who requires additional leave to serve jury duty or Crown witness service supported by a summons shall be granted leave without pay for the additional period required or until the end of the appointment (whichever comes first).

Union Conventions

- 11:11 Subject to the approval of the supervisor(s) concerned, and upon written request submitted at least twenty (20) 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. Such leave of absence is to be confined to the actual duration of the convention and the necessary travelling time. Such leave shall not exceed five (5) working days per year for each employee to whom such leave is granted.

ARTICLE 12: HOLIDAYS

- 12:01 The University will observe the following holidays:

- New Year's Day
- Family Day
- Good Friday