

as the primary evidence of unsatisfactory performance in either the discipline procedure or in arbitration.

- 18.07 Student opinion surveys shall not be the primary evidence used for hiring or promotion decisions.
- 18.08 Copies of student opinion surveys in the custody and control of the Employer shall be provided to employees provided that individual students participating in the survey are not identified.

EMPLOYMENT FILE

- 18.09 An employment file shall be maintained by the Employer for each employee, and shall be separate from the employee's academic record, if any. When documents pertaining to the employee's performance, positive, negative or neutral, are added to the file, the employee shall be informed by email or via their local mailbox or file folder as soon as practicable. The documents in the file should relate only to the employee's employment.
- 18.10 An employee's file shall be available for use in making decisions relating to employment by the Employer, but no documents contained therein shall be released physically or orally outside the Employer without the employee's prior consent in writing.
- 18.11 An employee, or former employee, within one (1) year from the termination of last employment or from last enrolment at USMC, whichever is later, may inspect his or her employment file on request. The Employer shall provide the employee, or former employee, copies of any documents contained in the employment file upon request. Examination of the employment file may be made after the employee or former employee gives notice of the desire to do so, and under the conditions which the Employer deems appropriate to ensure the security of the file. An employee or former employee shall have the right to respond in writing to any document contained therein. Such reply shall be included in the employment file.

ARTICLE 19: LEAVES

SHORT TERM LEAVE

- 19.01 With the approval of the supervisor(s) concerned, an employee may arrange to exchange duties, or for another employee or faculty member to substitute for him/her for periods not to exceed one (1) week at a time. Permission for such exchanges or substitutions shall be requested as far in advance as possible and shall not be unreasonably withheld.

UNION CONVENTIONS AND SEMINARS

- 19.02 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 one (1) employee 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 Unit 4. Such leave shall not be unreasonably withheld.

ACADEMIC CONFERENCE LEAVE

19.03 A course instructor 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 course instructor's discipline, once per academic year may utilize the provisions of Article 19.01 (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 course instructor shall request the leave as far as possible in advance of the time the leave would be taken. If the course instructor is unable to find an acceptable substitute for him/herself as required under Article 19.01, the course instructor may request to reschedule contact hours in order to be absent from the workplace for the period of leave requested. If this is not possible, the course instructor may request a leave without loss of pay for a period of up to two (2) calendar days once in an academic year in which he or she is employed in an appointment of fifty (50) hours or greater, or equivalent for course instructors.

ABSENCE FROM WORK FOR UNION BUSINESS

- 19.04 (a) 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 without loss of pay.
- (b) Where attendance at a grievance meeting, an arbitration hearing or Labour Board hearing, or Labour Board meeting unavoidably conflicts with any scheduled contact hours arising from 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. The affected member shall provide his/her supervisor(s) with as much advance notice as possible.
- (c) 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 the remainder of the employee's current period of employment, 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.

PREGNANCY LEAVE

- 19.05 (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 department requests a certificate from a legally qualified medical practitioner (e.g. physician, obstetrician/gynaecologist, midwife) confirming this information, such certificate shall be provided without undue delay.
- (b) 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 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 salary, 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 department 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/gynaecologist, midwife) stating the date of birth, stillbirth, or miscarriage, and the date the employee was expected to give birth.

PARENTAL LEAVE

- 19.06 (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 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 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 department 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 department 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 instalments. 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 for the next six (6) weeks following the end of pregnancy leave, or until the end of the appointment (whichever comes first) pay the difference between Employment Insurance benefits and ninety-five (95) percent of salary, provided that the employee applies for and receives Employment Insurance benefits.

PARTNER BIRTH LEAVE

- 19.07 Upon request, an employee shall be entitled to up to five (5) consecutive days of leave without loss of pay within four (4) weeks of the birth of the employee's child. Such requests shall be made as far in advance as possible.

DURATION OF LEAVE

- 19.08 Where an employee who qualifies for leave under Article 19.05 and/or 19.06 and/or Article 19.07 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.

BEREAVEMENT LEAVE

- 19.09 In the event of a death in the immediate family (spouse, including same sex partner, 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), 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 and 15.02 (Job Posting), 15.04 (Notification), 15.09 (Duties), and 15.05 (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

- 19.10 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 academic year. Unpaid compassionate leaves under this article may be granted during the same academic year.

JURY DUTY LEAVE

- 19.11 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

- 19.12 (a) Employees who are unable to attend regularly scheduled classroom or contact hours due to illness or injury, shall be granted up to two (2) days of sick leave per contact day per academic term. 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) 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.
- (c) The Employer may require, with reasonable cause, the employee to provide a physician's certificate upon return to work. All certifications by medical practitioners respecting sickness or injury shall be confidential.
- (d) No additional absences due to medical reasons shall be with pay. Sick leave shall apply only to regularly scheduled classroom contact hours. 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. Sick leave credits shall not accumulate from one appointment to another.

IMPACT

- 19.13 Leaves taken under Article 19 shall not adversely impact an employee's status or rights as defined by this Collective Agreement.
- 19.14 An employee who provides a certificate from a licensed physician confirming that the employee is unable to attend work and/or perform his/her duties due to a serious illness, required surgery and/or hospitalization may be granted up to two (2) months of paid leave at his/her regular rate of pay during the period of his/her appointment.

ARTICLE 20: HOLIDAYS

20.01 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