

TENTATIVELY AGREED
ARTICLE XX – LEAVES OF ABSENCE

The Parties tentatively agree to include the following Article in a collective agreement. It is understood that final agreement is subject to ratification of the Parties' respective principals following tentative agreement on all matters. Article numbering, including any Article cross-referencing, is subject to change following agreement on all matters. The Parties reserve the right to amend or withdraw any proposal herein prior to reaching a complete tentative agreement with CUPE, or to correct an error or omission.

XX.01 Unpaid Planned Leave of Absence

An Unpaid Planned Leave of Absence may be granted for a variety of reasons for a period of up to one (1) month at the discretion and approval of the Employer. Requests will not be unreasonably denied.

XX.02 Statutory Leave of Absence

Employees shall be entitled to job-protected leave in accordance with the *Employment Standards Act, 2000*, including any paid or unpaid provisions as required by law.

For any such leave, an Employee shall submit a Request for Leave of Absence form in advance of the leave, including supporting documentation as may be applicable, to request approval for such leave.

XX.03 Sick Leave

- (a) Employees are eligible for leaves relating to personal illness, injury or medical emergency in accordance with the *Employment Standards Act*.
- (b) Employees requiring leave due to injury or illness shall report their absence to their Supervisor or Designate as soon as reasonably possible in advance of the start of their shift.
- (c) Employees shall not be required to provide documentation for the first three (3) absences in a calendar year due to illness or injury.

XX.04 Bereavement

- (a) An Employee shall be entitled to a bereavement leave of up to seven (7) consecutive calendar days, excluding Paid Holidays, without loss of regular pay in the event of the death of a member of their family, as follows:
 - i. where the death is of the Employee's spouse, child, spouse's child, step-child, ward, sibling, parent, parent-in-law, step-parent, sibling-in-law, child's spouse, grandchild, grandparent, spouse's grandparent.

- (b) If bereavement leave is required in the event of the death of a person significant to the Employee and not specifically named in Article XX.04(a), or additional bereavement leave is required in circumstances covered by Article XX.04(a), it may be granted up to a maximum of three (3) days unpaid, by arrangement with the Employee's Supervisor.
- (c) An Employee shall inform their Supervisor of their intention to take bereavement leave as soon as possible.
- (d) Should the Employee require accommodation related to family, religious and cultural practices, then alternate arrangements shall be considered, including arranging for the equivalent time without loss of pay as provided in Article XX.04(a), above, to be taken at a later date(s). Alternate arrangements shall not be unreasonably denied.

XX.05 Pregnancy and Parental Leaves

- (a) All Employees are entitled to a pregnancy leave (which may involve a miscarriage or stillbirth) and/or parental leave (which includes leave for adoptive parents) in accordance with the *Employment Standards Act, 2000*, (the "ESA") and will only be eligible to receive the following benefits in respect of the period(s) of time in which they are on leave and would have otherwise been scheduled to work.
- (b) To be eligible to access the financial benefits set out in Article XX.05 (d) and (e) below, the Employee must have thirteen (13) weeks of completed service as an Employee at McMaster University prior to the commencement of their pregnancy or parental leave.
- (c) It is understood that Supplemental Unemployment Benefits (SUB) benefits under Article XX.05 (d) and (e), below, are calculated based on a standard, not extended, parental leave.
- (d) **Financial Benefits - Pregnancy Leave**
An Employee who takes a pregnancy leave pursuant to this Article XX.05 is entitled to the financial benefits set out as follows:
 - i. For each week of leave up to the seventeenth (17th) week, inclusive, the Employer will pay 90% of the wages the Employee otherwise would have received, less the maximum amount of weekly pay any individual is eligible to receive in accordance with the *Employment Insurance Act* (the "EI Max"), regardless of whether or not such amount is actually received by the Employee. If the Employee provides proof that their *Employment Insurance Act* entitlement is less than the EI Max, or if the Employee is not eligible for EI, their weekly payment from the Employer will be 90% of the

wages the Employee otherwise would have received, less the amount of their *Employment Insurance Act* entitlement.

(e) Financial Benefits - Parental Leave

An Employee who takes a parental leave pursuant to this Article XX.05 is entitled to the financial benefits set out below:

i. Option A:

For each week of leave up to the nineteenth (19th) week, inclusive, the Employer will pay 90% of the wages the Employee otherwise would have received, less the maximum amount of weekly pay any individual is eligible to receive in accordance with the *EIA* (the “EI Max”), regardless of whether or not such amount is actually received by the Employee. If the Employee provides proof that their *EIA* entitlement is less than the EI Max, their weekly payment from the Employer will be 90% of the wages the Employee otherwise would have received, less the amount of their *EIA* entitlement.

OR

ii. Option B:

For the first six (6) weeks of parental leave, the Employer will pay 100% of regular salary.

XX.06 Unpaid Pregnancy and Parental Leave

It is understood that Employees who take both pregnancy leave and parental leave may take up to the maximum total leave in accordance with the *ESA* (currently seventy-eight (78) weeks) irrespective of the duration of financial benefits set out in Article XX.05 (d) and (e). Once the financial benefits have been exhausted, the balance of any leave shall be unpaid. An Employee returning from a pregnancy or parental leave shall maintain all entitlements they otherwise would have had if not for the leave, including seniority.

XX.07 Domestic, Intimate Partner, and Sexual Violence Leave

The Employer recognizes that Employees facing intimate partner violence or sexual violence may need to leave for various reasons including: to seek medical attention, counselling, access victim services, to move, or to seek legal or law enforcement assistance.

(a) Employees are eligible for such leave in accordance with the *Employment Standards Act, 2000*.

(b) Employees are entitled to five (5) days leave, without loss of pay, in addition to any entitlements under the *Employment Standards Act, 2000*.

XX.08 Community Advisor Stipends During Leave

(a) Unpaid Leaves

- i. To remain eligible for any Community Advisor Stipend during an unpaid leave, the Employee must obtain prior approval from their Supervisor and make reasonable arrangements to fulfill the remaining duties within the maximum hours of work for the appointment, subject to operational requirements.
- ii. If such arrangements cannot be reasonably made or are not approved, the applicable Stipend(s) shall be prorated based on the duties completed and hours worked.

(b) Paid Leaves

- i. For paid leaves, the Stipend shall continue as if the Employee were actively working.

(c) During an approved leave, a Community Advisor shall continue to pay the Community Advisor Standardized Room Rate for their residence room.

For the Union:

Mitchell Lupa
President, CUPE Local 3906

Date

Caleb Smolenaars
Lead Steward, CUPE Local 3906

Date

For the University:

Maggie Pooran Date
Lead Spokesperson, Executive Director, Health, Safety, Wellbeing & Labour Relations

Chris Eley Date
Acting Director, Housing & Conference Services & Chair, University Bargaining Team