

ARTICLE 9 – HOLIDAYS, VACATIONS, LEAVES (General)

9.1 Holidays

9.1.1 Employees shall receive the following statutory holidays:

New Year's Day	B.C. Day
Family Day	Labour Day
Good Friday	National Day for Truth and Reconciliation
Easter Monday	Remembrance Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
	Boxing Day

Additional statutory holidays proclaimed by the Province of B.C. shall be observed.

9.1.2 Unless otherwise proclaimed by the Province of B.C., or unless otherwise mutually agreed by the Parties, whenever a statutory holiday falls on a Saturday or Sunday, the following Monday shall be observed. Should there be two (2) sequential statutory holidays on a Saturday and Sunday, both Monday and Tuesday will be observed.

9.1.3 Employees shall receive the following general holidays with pay:

Christmas Eve Day
New Year's Eve Day

9.1.4 When a paid holiday falls on an Employee's scheduled day of rest, the Employee shall be granted another day off in lieu taken at a time mutually agreed in writing between the Employee and the Employer.

9.1.5 When an Employee is on vacation and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation or professional development.

9.2 Annual Vacation

9.2.1 Entitlement

9.2.1.1 Faculty

Regular full-time Faculty Employees shall be entitled to 43 work days of vacation per calendar year, earned on the basis of 3.58 work days per calendar month for each calendar month an Employee has received at least 10 days pay. Upon reaching 20 years service, a Faculty Employee shall be entitled to an additional four (4) days of vacation per year (equal to 0.333 days per calendar month).

9.2.1.2 Assistant Instructors

Regular full-time Assistant Instructors shall be entitled to 30 work days of vacation per calendar year, earned on the basis of 2.5 work days per calendar month for each calendar month an Employee has received at least 10 days pay. After five (5) years of employment, a regular full-time Assistant Instructor shall receive one (1) additional day of vacation (equal to 0.083 days per calendar month) for each additional year of employment up to a maximum of 10 additional days. Upon reaching 20 years service, an Assistant Instructor shall be entitled to an additional four (4) days of vacation per year (equal to 0.333 days per calendar month).

9.2.1.3 Technical Staff

Regular full-time Technical Staff shall be entitled to 25 work days of vacation per calendar year, earned on the basis of 2.08 work days per calendar month for each month an Employee has received at least 10 days pay. After five (5) years of employment, a regular full-time Technical Staff Employee shall receive one (1) additional day of vacation (equal to 0.083 days per calendar month) for each additional year of employment up to a maximum of 10 additional days. Upon reaching 20 years service, a Technical Staff Employee shall be entitled to an additional four (4) days of vacation per year (equal to 0.333 days per calendar month).

9.2.1.4 Auxiliary Employees

Vacation pay for Auxiliary Employees shall be calculated and paid to the Employee on each pay cheque for basic wages, per Article 15 (overtime etc not included), that the Employee receives. Auxiliary Employees shall receive vacation pay but shall not accumulate vacation entitlement. Auxiliary Employees shall accumulate vacation pay at the statutory rate of four percent (4%) of basic wages.

9.2.1.5 Temporary Employees

Vacation pay for Temporary Employees shall be calculated and paid to the Employee on each pay cheque for basic wages, per Article 15 (overtime etc not included), that the Employee receives. Temporary Employees shall receive vacation pay but shall not accumulate vacation entitlement.

9.2.1.5.1 Temporary Faculty Employees shall accumulate vacation pay at the rate of 20% of basic wages.

9.2.1.5.2 Temporary Assistant Instructor Employees shall accumulate vacation pay at the rate of 13.04% of basic wages.

9.2.1.5.3 Temporary Technical Staff Employees shall accumulate vacation pay at the rate of 10.64% of basic wages.

9.2.1.5.4 Temporary Employees shall be entitled, upon request, to a leave without pay, during the term of their appointment, equivalent to the vacation entitlement of a Regular Employee with the same service. Such leaves will be scheduled in accordance with Article 14.2. Any statutory or general holidays that fall within the period of that unpaid leave shall be paid at the Employee's current rate of pay.

9.2.2 Advance Vacation Pay

An Employee shall receive full vacation pay on the last pay day prior to the commencement of vacation provided the Employee has submitted a request in writing to the Payroll Department 20 working days before the commencement of vacation. An Employee whose request for a lump sum vacation is submitted less than 20 working days before the commencement of vacation shall receive full vacation pay 20 working days after submitting the request.

9.2.3 Vacation Period Selection

9.2.3.1 An Employee has the right to select a vacation period, and may take it in a continuous period or in segments at the option of the Employee subject to a schedule established by the Department, with notification to the Dean. The annual vacation period shall be calculated exclusive of Winter, Spring and Term break periods. The annual vacation schedule shall be subject to the essential requirements of the Department as determined by the Department. Any disputes over requirements shall be referred to the Labour/Management Committee.

9.2.3.2 If an Employee is required by the Employer to be in attendance or available during the Employee's chosen vacation time this assignment shall be deemed to be overtime, and compensated in accordance with the provisions of the Collective Agreement relating to the overtime compensation.

9.2.4 Vacation Calculation Upon Separation

An Employee who leaves employment at the Institute shall receive prorated vacation time or pay in lieu of vacation based on the total vacation time accumulated during employment at the Institute less the total vacation time already taken by the Employee, with pay in lieu of vacation to be based on the regular monthly salary plus any cost of living allowance plus any administrative allowances in effect for the Employee on the last day of employment. If an Employee has taken more vacation than entitled, an equivalent sum shall be deducted from the Employee's last pay cheque.

9.2.5 Proration for Regular Part-Time Employees

Regular part-time Employees shall receive vacation entitlement on a prorated basis.

9.2.6 Vacation Accumulation on Leave

An Employee on paid Leave shall continue to accumulate vacation entitlement at the same rate as when on active duty, except when the Employee is on any Leave Without Pay. See also Article 2.1.6 for provisions governing benefits and vacation for Employees on Union release time.

9.2.7 Vacation Carryover

9.2.7.1 An Employee has the right to carry over a maximum of 10 working days of vacation entitlement accumulated in any one (1) year, for use in a subsequent year, subject to Articles 9.2.7.2 and 9.2.7.4.

9.2.7.2 Vacation entitlement accumulated before 1979 June 28 and being carried over shall be exempt from the limits specified in Articles 9.2.7.1 and 9.2.7.4.

9.2.7.3 Scheduling of vacation carryover shall be subject only to the operating requirements of the Department as determined by the Department.

9.2.7.4 Vacation carryover shall be granted in successive years upon the written approval of the Department, so long as the total vacation owing in any one (1) year does not exceed 58 days, subject to Article 9.2.7.2.

9.2.7.5 For scheduling purposes, requests for regular annual vacation shall be given priority over vacation that has been carried over.

9.2.7.6 When an Employee is authorized to forego all or part of a scheduled vacation in a calendar year, and it is not possible to reschedule or carry over this vacation under Article 9.2.7, then the Employee shall be paid out for any days outstanding as of December 31 of that calendar year. The payment shall be made in a lump sum, no later than the second pay period in February of the subsequent calendar year.

9.2.7.7 Regular Employees in teaching departments who commence employment with the Institute after August 1 of any calendar year and who are unable to schedule and use their accrued vacation by December 31 of that year have the following options:

9.2.7.7.1 Full pay on or about December 31 for all accrued but unused vacation days; or

9.2.7.7.2 Carry over any portion of vacation days accrued up to a maximum of 10 days pursuant to Article 9.2.7 and be paid out in full for all remaining accrued but unused vacation days on or about December 31.

9.2.8 Rounding Procedures

An Employee's annual vacation entitlement shall be rounded to the nearest half day as follows:

.00 - .249 days is rounded down to 0

.25 - .749 days is rounded to 0.5

.75 - .999 days is rounded to 1.0

9.3 Sick Leave

9.3.1 A full-time Employee shall accrue one and one-half (1.5) days of non-occupational sick leave per month for each month of continuous service, to a maximum of 250 days. Sick leave credits shall also accrue during paid leaves. A part-time Employee shall receive pro rata sick leave entitlement.

9.3.2 An Employee shall advise the Manager (or equivalent) on the day of illness if unable to come to work because of illness or injury, unless the nature of the illness or injury renders this time limit impracticable. An Employee on paid leave shall notify the Employer in accordance with the provisions of Article 10.5.3.10.

9.3.3 Designated statutory holidays which fall within an Employee's sick leave shall not be charged against that Employee's accumulated sick leave credits.

9.3.4 Subject to Articles 9.3.4.1, 9.3.4.2 and 9.3.4.3 below, and to Article 9.8, all absences on account of non-occupational illness or injury on a normal working day shall be charged against an Employee's sick leave credits.

9.3.4.1 There shall be no charge against an Employee's sick leave credits when the absence on account of illness or injury is less than one-half (0.5) day.

9.3.4.2 When the period of absence on account of illness is at least one-half (0.5) day but less than a full day, one-half (0.5) day only shall be charged as sick leave.

9.3.4.3 If an Employee while on vacation comes under a doctor's care for a minimum of five (5) days, the Employee shall, upon advising the relevant Manager, be granted sick leave. Claims under this clause shall be substantiated by a note from the Employee's physician.

- 9.3.5 After an Employee has been absent on sick leave for either 10 successive working days, or for 18 working days in a calendar year, then the Employer may require the Employee to provide a statement from the Employee's personal physician specifying the nature and prognosis of the illness. Where the Employee has been absent 10 successive days due to a single illness, this illness shall not be counted in determining the 18 working days.
- 9.3.6 In the case of illness of a member of the immediate family of an Employee, when no one at home other than the Employee can provide the needs of the ill person, the Employee shall be entitled, after notifying the Manager, to use annual sick leave entitlement up to a maximum of 15 days per annum for this purpose.
- 9.3.7 Any former Employee who receives a subsequent appointment shall be entitled to carry over all previously accumulated sick leave to the subsequent appointment, in so far as such sick leave has not been paid out.
- 9.3.8 The Institute shall allow borrowing against future earned sick leave in the event the Employee's sick leave has run out, provided that:
- 9.3.8.1 A qualified medical practitioner's report containing an estimate of when the Employee may return to work accompanies the request to borrow sick leave.
- 9.3.8.2 The Employee has successfully completed a period of employment of at least six (6) months.
- 9.3.8.3 Borrowed sick leave credits shall be charged against future earned credits.
- 9.3.8.4 The borrowed leave entitlement shall be as follows:
- 9.3.8.4.1 Employees with 10 years continuous service or less - up to 30 working days.
- 9.3.8.4.2 Employees with more than 10 years continuous service - up to 45 working days.
- 9.3.8.5 The Employer has the right to establish that the criteria established in Articles 9.3.8.1, 9.3.8.2, and 9.3.8.3 above are fulfilled.
- 9.3.8.6 The Parties agree in principle that an Employee who borrows sick leave under this Article 9.3.8 shall be obligated to restore or repay such leave.
- 9.3.8.7 Further, after the Parties have developed a mutually agreed form expressing this obligation, the Employer may require an Employee to sign the form before borrowing sick leave under Article 9.3.8.
- 9.3.9 Pooling Sick Leave**
- 9.3.9.1 Sick leave entitlements may be pooled among Employees to the extent, and in the manner, decided by the Employees in the Department. If the pooling is proposed to occur between two (2) or more Departments, then the Employees of each Department must agree. In any case, the provisions must be approved by the Dean or equivalent before implementation. Approval shall not normally be withheld.**
- 9.3.9.2 Pooling of sick leave may only be used when an Employee's accrued sick leave bank has been, or is anticipated to be, exhausted. Employees will be**

permitted to make requests for pooling during, or up to 30 days prior to, a leave which is expected to exhaust their sick leave credits. Requests which are approved will have effect once the Employee's accrued sick leave bank has been exhausted.

9.3.9.3 Pooled sick leave credits may only be used for the purpose of illness or injury, and may not be converted to a pre-retirement leave or payout, or used for any other purpose.

9.3.9.4 Pooled sick leave cannot be used to restore or repay borrowed sick leave (Article 9.3.8).

9.3.9.5 Total sick leave when borrowing or pooling cannot exceed six (6) months at any one time.

9.3.10 Absence Due to Injury Covered by Workers' Compensation

9.3.10.1 An Employee who is absent due to injury covered by Workers' Compensation shall be granted sick leave at that Employee's regular remuneration for as long a time as is permitted under Articles 9.3.1, and 9.3.7.

9.3.10.2

9.3.10.2.1 During the time specified in Article 9.3.9.1, the Workers' Compensation Board benefit shall be paid to the Institute and applied to the Employee's sick leave entitlement according to the following formula:

$\frac{\text{WCB Benefit (\$)} \times 21.5 \text{ days}}{\text{Regular Monthly Remuneration}} = \text{Number of Days of sick leave to be Credited to Employee.}$
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9.3.10.2.2 The Employee shall accumulate sick leave entitlement as in Article 9.3.1 during the time specified in Article 9.3.9.1.

9.3.10.3 When an Employee is absent due to injury covered by Workers' Compensation Benefit and the Employee's sick leave entitlement has been exhausted, the Workers' Compensation Benefit will then be paid directly to the Employee. If a Regular Employee is receiving a Workers' Compensation Benefit under these circumstances and has not yet been absent from work for six (6) months, the waiting period for Long Term Disability, the Employer shall pay to the Employee the difference between the Workers' Compensation Benefit and the Employee's regular salary until a six (6) month period has elapsed in which the Employee has been absent from work due to injury, provided the Employee submits to the Comptroller a statement of each cheque received from the Workers' Compensation Board.

9.3.11 Rehabilitation Committee

It is the intent of the Employer and the Union to encourage and facilitate the early return to gainful employment of Employees who have been ill or injured. To this end, a Rehabilitation Committee will be established as follows:

9.3.11.1 The Committee shall be composed of two (2) representatives and one alternate appointed by the Union which may include one Union representative from the

FSA, and two (2) representatives and one alternate from the Employer. The Employer will provide administrative support for the Committee.

In addition, the insurance carrier, or other organizations that specialize in rehabilitative return to work assessments or independent medical examinations, may be called upon to be a resource to the Committee to provide expertise on a program of rehabilitation.

9.3.11.2 The Committee shall review cases of eligible Employees who are no longer capable of performing the duties of their own occupation due to illness or injury. The Committee shall also review cases of all Employees who have become incapacitated through industrial injury or illness.

Following the review of such cases, the Committee, taking into account the best interests of the Employee and Employer, shall make recommendations to the Employer. Unanimous recommendations of the Committee will be implemented by the Employer provided they are reasonable and practical and do not pose undue hardship.

9.3.11.3 Where possible, the Committee shall meet not less than once a month during working hours, and leave without loss of pay shall be granted to Committee members. Minutes of meetings shall be distributed to the Committee members.

9.3.11.4 The Committee shall be committed to maintaining confidentiality of medical and other information received in their capacity as members.

9.3.11.5 The Committee will develop any additional procedures and terms of reference for the operation of the Committee.

9.4 Long Term Disability Leave

A Regular Employee receiving Long Term Disability benefits is considered to be a Regular Employee on sick leave without pay.

9.5 Bereavement Leave and Compassionate Leave

9.5.1 In the case of death in the immediate family, the Employee shall be entitled to leave with pay for five (5) working days provided the Employee has notified the Manager. Immediate family shall mean husband, wife, child, brother, sister, parent, parent-in-law, a common-law spouse or child living in the same household, any other relative living in the same household, or any other person with the written approval of the Manager.

9.5.2 In the event of the death of the Employee's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, the Employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.

9.5.3 If an Employee is on vacation at the time of bereavement, the Employee shall be granted Bereavement Leave and be credited the appropriate number of days of vacation leave credits.

9.5.4 An Employee will be granted a compassionate care leave of absence without pay for up to 27 weeks within a 52 week period to care for a gravely ill family member. For the purpose of this Article, 9.5.4, "family member" is defined in Appendix 1 – Family Members for the Purpose of Article 9.5.4 Compassionate Care Leave. In order to be eligible for this leave, the Employee must provide a medical certificate as proof that the ill family member needs

care or support and is at risk of dying within 26 weeks.

9.5.5 An Employee who is granted compassionate care leave to care for a gravely ill family member shall be entitled to the benefits as follows:

9.5.5.1 The Employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of 27 weeks within a 52 week period, and the premium payment shall be on the same basis as if the employee were not on leave.

9.5.5.2 Where an Employee elects to buy back pensionable service for part or all of the duration of the compassionate care leave, to a maximum of 27 weeks, the Employer will pay the Employer portion of the pension contribution in accordance with the Pension Plan regulations.

9.5.5.3 Compassionate care leave, up to a maximum of 27 weeks within a 52 week period, shall be treated as continuous employment for the purposes of seniority accrual under the Collective Agreement.

9.5.6 Should an Employee require additional time to care for a gravely ill family member, additional leaves may be granted beyond the period specified in Article 9.5.4 above. Such additional leaves shall be pursuant to Article 9.7 – General Purpose Leave Without Pay.

9.6 Maternity/Parental Leaves

9.6.1 Maternity Leave

9.6.1.1 No Employee shall be dismissed for reason of pregnancy.

9.6.1.2 Maternity leave provisions shall apply to a pregnant Employee upon commencement of employment with the Employer.

The Employee must provide at least four (4) weeks written notice to the Employer of their intention to apply for maternity leave. This notice is for the purpose of allowing the Employer to make advance arrangements for temporarily replacing the Employee on maternity leave.

9.6.1.3 Maternity leave is an unpaid leave of absence, with a duration of up to 17 weeks.

9.6.1.4 The period of maternity leave without pay shall commence on a date determined by the Employee, but no sooner than 13 weeks prior to the estimated date of birth of the child(ren), and no later than the date of birth of the child(ren).

9.6.1.5 If the Employee maintains coverage for benefits while on maternity leave, the Employer agrees to pay the Employer's share of these premiums for a period of not more than 17 weeks.

9.6.1.6 The Employer shall allow maternity leave for a pregnant Employee to a maximum of three (3) months on accumulated sick leave, and this benefit may be used in whole or in part at the Employee's option at any time during pregnancy or after date of delivery within an 18 month period.

If the Employee takes the above-noted sick leave after the date of delivery and is in receipt of Employment Insurance benefits, the Employer will pay the Employee the difference between Employment Insurance benefits and 100% of their salary calculated on their average base salary. Sick leave as described above will reduce

accumulated sick leave banks at the rate of one full day for each day paid.

- 9.6.1.7 An Employee having insufficient accumulated sick leave to take advantage of Article 9.6.1.3 shall be advanced sick leave to the extent and in the manner provided in Articles 9.3.
- 9.6.1.8 Any absence due to illness during pregnancy, while an Employee is not on maternity leave, shall be covered by the sick leave provisions of this Agreement, and any claim made under this clause shall not reduce the benefit referred to in Articles 9.6.1.6 and 9.6.1.7.
- 9.6.1.9 During leave of absence without pay following the date of delivery, the Employee shall be given preference for any suitable part-time positions, subject to the provisions of the Employment Standards Act.
- 9.6.1.10 An Employee who is on maternity leave and who will not be accessing parental leave shall give written notice to the Employer at least one (1) month before the scheduled expiration of this leave if the Employee does not intend to return to duty at the Institute on the scheduled date.
- 9.6.1.11 If an Employee who will not be accessing parental leave fails to return from maternity leave to employment at the Institute within 20 working days after the scheduled date of expiration of the maternity leave and has not given notice as specified in Article 9.6.1.10, then the Employee shall be deemed to have resigned as of the date of expiration of the maternity leave.
- 9.6.1.12 On return to duty, the Employee shall be reinstated in a position at least the same as or equivalent to that previously held.

9.6.2 Parental Leaves

- 9.6.2.1 An Employee who has accessed maternity leave under Article 9.6.1 shall be entitled, upon request, to a leave without pay for a period not to exceed 61 consecutive weeks, which must begin immediately after the leave taken under Article 9.6.1.
- 9.6.2.2 An Employee, who is a parent and who has not accessed maternity leave under Article 9.6.1 shall be entitled, upon request, to a leave without pay for a period not to exceed 62 weeks, which must begin within 78 weeks after the birth of the child(ren).
- 9.6.2.3 An Employee who adopts a child shall be entitled, upon request, to a leave without pay for a period not to exceed 62 weeks which must begin within 78 weeks immediately following the child's placement with the parent.

An Employee who adopts a child is eligible to use sick leave credits to take a one (1) month paid leave during this parental leave. This paid leave shall be deducted from the Employee's sick leave credits, including borrowed sick leave as in Article 9.3 and pooled sick leave as in Article 9.12.2

- 9.6.2.4 The following applies to parental leaves under Article 9.6.2:

- 9.6.2.4.1 If the Employee maintains coverage for benefits while on parental leave, the Employer agrees to pay the Employer's share of these

premiums for a period of not more than 62 weeks.

- 9.6.2.4.2 On return to duty, the Employee shall be reinstated in a position at least the same as or equivalent to that previously held.
- 9.6.2.4.3 An Employee must provide at least four (4) weeks written notice to the Employer of intention to apply for a leave under this Article. This notice is for the purpose of allowing the Employer to make advance arrangements for temporarily replacing the Employee on a parental leave.
- 9.6.2.4.4 An Employee who is on parental leave shall give written notice to the Employer at least one (1) month before the scheduled expiration of this leave if the Employee does not intend to return to duty at the Institute on the scheduled date.
- 9.6.2.4.5 If an Employee fails to return from parental leave to employment at the Institute within 20 working days after the scheduled date of expiration of the parental leave and has not given notice as specified in Article 9.6.2.4.4, then the Employee shall be deemed to have resigned as of the date of expiration of the parental leave.

9.6.3 Additional Parental Leave

- 9.6.3.1 An Employee who has accessed parental leave is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken if the Employee's child has a physical, psychological or emotional condition requiring an additional period of parental care.
- 9.6.3.2 A request for additional parental leave under Article 9.6.3 must:
 - 9.6.3.2.1 be given in writing to the Employee's Manager;
 - 9.6.3.2.2 be given to the Employee's Manager at least four (4) weeks before the Employee proposes to begin leave; and
 - 9.6.3.2.3 if required by the Employee's Manager, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the Employee's entitlement to leave.

9.6.4 Supplemental Employment Benefit for Maternity or Parental Leave

When on maternity or parental leave, a Regular Employee will receive a supplemental payment added to Employment Insurance benefits:

- 9.6.4.1 An Employee is not entitled to receive Supplemental Employment Benefits (SEB) and disability benefits concurrently. To receive SEB, the Employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.
- 9.6.4.2 For the first week of **either** maternity or parental leave an Employee shall receive 100% of their salary calculated on their average base salary.
- 9.6.4.3 For an Employee **who is accessing maternity leave, the Employee** shall receive the difference between the standard Employment Insurance benefits and **75%** of their salary calculated on their average base salary **for the remaining 16 weeks of their maternity leave, plus:**

9.6.4.3.1 if the Employee who has accessed maternity leave has opted for standard parental leave, the Employee shall receive an amount equal to the difference between the Employment Insurance benefits and 75% of their salary calculated on their average base salary, for up to 35 weeks of parental leave; or

9.6.4.3.2 if the Employee who has received maternity leave has opted for extended parental leave, the Employee shall receive a maximum of 61 weekly payments equivalent to the overall amount the Employee would have received if they had opted for a standard 35 week parental leave, spread out and paid over the 61 week period.

9.6.4.4 An Employee who is eligible for parental leave under Article 9.6.2.2 shall receive the following:

9.6.4.4.1 If the Employee has opted for standard parental leave, the Employee shall receive an amount equal to the difference between the Employment Insurance benefits and 75% of the Employee's salary calculated on the Employee's average base salary, for up to 36 weeks of parental leave; or

9.6.4.4.2 If the Employee has opted for extended parental leave, the Employee shall receive a maximum of 62 weekly payments equivalent to the overall amount the Employee would have received if they had opted for a standard 36 week parental leave, spread out and paid over the 62 week period.

9.6.4.5 The average base salary for the purpose of Articles 9.6.4.2, 9.6.4.3, and 9.6.4.4 is the Employee's average base salary for the 26 weeks preceding the maternity or parental leave. If the Employee has been on unpaid leave for part of the preceding 26 weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the 26 weeks for the purpose of calculating the average base salary.

9.6.4.6 To be entitled to the above-noted benefits, an Employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six (6) months or equivalent to the leaves taken, whichever is less, after their return to work (exclusive of leave taken pursuant to Articles 9.6.1.6, 9.6.1.8, 9.6.2.3, and 9.6.3).

9.6.4.6.1 Should the employee fail to return to work and remain in the employ of the Employer for this return to work period, the employee shall reimburse the Employer for the Supplemental Employment Benefits received on a pro-rata basis.

9.6.4.7 The time during which an Employee is receiving the Supplemental Employment Benefit will count as a paid leave for the purposes of vacation entitlement accumulation per Article 9.2.6 and sick leave credit accrual per Article 9.3.1.

9.7 General Purpose Leave Without Pay

9.7.1 All other provisions of this Agreement notwithstanding, an Employee may apply to the Employee's own Department for leave of absence without pay. The granting of such leave shall be limited only by the availability of a suitable replacement.

- 9.7.2 Leaves granted under this Article may be granted or renewed up to a total leave of three (3) years.
- 9.7.3 A request under this Article shall be submitted in writing and shall be approved or rejected in writing.
- 9.7.4 Approval of leaves under this Article shall not be withheld unreasonably, and shall be granted except for stated cause as in Article 9.7.1.
- 9.7.5 An Employee being granted a leave under this provision may be granted a leave under Article 10.7 that runs consecutively with such a leave provided that the total length of combined leaves do not exceed three (3) years.
- 9.7.6 Partial leaves are permitted under this provision. The total length of a single absence due to leave under Articles 9.7 and 10.7, cannot exceed three (3) years regardless of the percentage of leave granted.
- 9.7.7 Leave entitlements will be administered on a full-time equivalency basis. An Employee taking a partial leave under this provision will have their leave entitlement exhausted on a pro-rata basis.
- 9.7.8 After a period of absence including general purpose leave without pay, an Employee must return to active employment for a minimum period equal to the length of the leave taken under this Article before accessing any further leave under this Article or under Article 10.7. In the case of a partial leave, the required period of active employment shall be measured pro-rata. For the purposes of this provision, vacation used as a portion of active employment shall account for no more than that vacation which would have been accrued during the leave period, measured pro-rata.
- 9.7.9 Employees shall be responsible for the cost of all benefit premiums where, as a result of taking a leave of absence pursuant to this Article, their full-time equivalent status falls below 0.5.
- 9.8 Short-Term Absences or Leaves
- Short-Term absences or leaves should be covered by the Department concerned in traditional ways and informally, where possible and where agreed to by the Department. Where Departmental approval is not forthcoming, or where traditional practices are felt by the Department or the individual applicant to be inappropriate, then the Employee has the right to apply to the Labour/Management Committee.
- 9.9 Jury Duty and Court Appearance Leave
- 9.9.1 An Employee shall, upon written application to the Dean or equivalent, and upon prior written acknowledgement, be granted leave of absence with full pay for all absences resulting from or associated with being summoned to serve on a jury or being subpoenaed as a witness in court proceedings. If required by the Dean, the Employee shall produce a summons or subpoena or submit such other evidence as will show the necessity of attendance at court.
- 9.9.2 In cases where an Employee's private affairs have occasioned a court appearance, such leave to attend court shall be without pay.
- 9.9.3 An Employee in receipt of their regular earnings while serving at court, shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.

9.10 Election Leave

The Employer shall grant, on written request, leave of absence without pay:

9.10.1 to any Employee to seek election in a Municipal, Provincial, Indigenous Government or Federal Election.

9.10.2 to any Employee elected to public office.

9.11 Cultural Leave for Indigenous Employees

9.11.1 An Indigenous employee may request up to two (2) days' leave with pay per calendar year to organize and/or attend Indigenous cultural event(s). Such leave will not be unreasonably withheld.

9.11.2 Employees will provide the Employer with the dates of the days for which leave will be requested. Wherever possible, a minimum of two (2) weeks' notice is required for leave under this provision.

9.12 Pre-Retirement Leave

An Employee scheduled to retire and to receive, **or already receiving** a superannuation allowance under the Public Sector Pension Plans Act, shall be entitled to:

9.12.1 a special leave for a period equivalent to 40% of accumulated sick leave credit, to be taken immediately prior to retirement, or

9.12.2 a special cash payment of an amount equivalent to the cash value of 40% of accumulated sick leave credit, to be paid immediately prior to retirement and based upon the Employee's current rate of pay calculated as in Article 9.2.4.

9.12.3 Where an Employee has selected to take a special leave under Article 9.11.1, and in order to facilitate retirement at the end of a month so that pension eligibility commences at the beginning of the following month, the excess converted sick leave days may be paid out as a special cash payment in accordance with Article 9.11.2 at the written request of the Employee. The Employee's "current rate of pay" will be the rate of pay immediately prior to the commencement of the leave under Article 9.11.1.

9.13 Administrative Provisions

9.13.1 Records

By October 15 and February 15 of each year, the Employer shall provide the Union with a list, by Department, of Employees who will be absent on Special and Professional Development Leave during the current academic term. A copy of this list shall also be forwarded to the Professional Development Committees.

9.13.2 Payment of Premiums While on Leave

During a period of leave, the Employer shall maintain the Employer's share of benefit costs providing the Employee maintains the Employee's share, subject to the provisions in Article 9.6 Maternity/Parental Leaves and Article 9.7.9.

9.13.3 Return from Leave

- 9.13.3.1 After a leave of absence with or without pay, an Employee shall return to at least the same or equivalent position and shall be entitled to at least the salary level which that Employee would have attained had the Employee remained at the Institute continuously, provided the leave was either:
- 9.13.3.1.1 a paid leave, at full or partial salary;
 - 9.13.3.1.2 a Professional Development Leave as in Article 10.5; or
 - 9.13.3.1.3 a Compassionate Care Leave as set out in Article 9.5.4; or
 - 9.13.3.1.4 any other type of leave which in the opinion of the Employee's appropriate Professional Development Leave Committee is consistent with the purposes of professional development leave as stated in Article 10.5.4.
- 9.13.3.2 Article 9.12.4.1 notwithstanding, where the Employer can show cause consistent with Article 19, the increment which would have been granted had the Employee on Leave remained at the Institute may be withheld.
- 9.13.3.3 For Regular full-time Employees, a leave to be granted under Articles 10.5, 10.7, or 10.8 which would result in a total of more than three (3) successive years of leave under these clauses shall not normally be approved.
- 9.13.3.3.1 In exceptional circumstances, this provision may be waived by the Parties in any specific case.
 - 9.13.3.3.2 For Regular part-time Employees, a year shall be deemed to be a year of absence from active duty at the Institute.
 - 9.13.3.3.3 For the purposes of this clause, vacation time taken between successive leaves shall be included in the calculation of total successive years of leave.
- 9.13.4 The Parties agree that the complete premium reduction from the Canada Employment Insurance Commission accruing from the sick leave provisions of this agreement will be returned to the Employer to fund an ongoing Employee and Family Assistance Plan.