

## ARTICLE 34

### BEREAVEMENT LEAVE

- 34.01 Upon the request of an employee, the employer shall grant the employee bereavement leave with pay for up to four working days where there is a death in the employee's immediate family, namely the death of the employee's:
- a) natural parent, step-parent or foster parent
  - b) grandparent or grandchild
  - c) brother or step-brother
  - d) sister or step-sister
  - e) partner
  - f) child
  - g) step-child or partner's child, where the child is residing with the employee.
- 34.02 If the employee travels out of Whitehorse due to a death in the employee's immediate family as per Clause 34.01, the employer must grant additional bereavement leave with pay for travel purposes for up to three working days, as required.
- 34.03 Upon the request of the employee, the employer shall grant bereavement leave with pay for up to two working days in the event of a death in the employee's partner's immediate family, namely the partner's:
- a) natural parent, step-parent or foster parent
  - b) grandparent or grandchild
  - c) sister or step-sister
  - d) brother or step-brother
  - e) child or step-child (who is not residing with the employee).
- 34.04 If the employee travels out of Whitehorse due to a death in the employee's partner's immediate family as per Clause 34.03, the employer must grant additional bereavement leave with pay for travel purposes for up to two working days, as required.

34.05 Upon the request of the employee, the employer shall grant bereavement leave with pay for one working day where there is a death in the employee's extended family, namely the employee's:

- a) aunt or uncle
- b) niece or nephew
- c) partner's niece or nephew
- d) sibling's partner
- e) partner's sibling's partner
- f) any other person residing with the employee at the time of death.

34.06 If the employee travels out of Whitehorse due to a death in the employee's extended family as per Clause 34.05, the employer must grant additional bereavement leave with pay for travel purposes for up to two working days as required.

34.07 In lieu of the bereavement leave in each Clause above, the employer shall, upon request, grant the employee bereavement leave with pay for up to the maximum period permitted in Clause 34.01 through 34.06 as the case may be, where there is an imminent death in the employee's immediate family, extended family, or partner's immediate family. The employer may request a physician's statement to verify this.

34.08 Subject to operational requirements, an employee may be granted, upon request, additional bereavement leave without pay for up to ten working days without loss of benefits of this Agreement, except that the employee may not accrue leave with pay during any period of bereavement leave without pay.

34.09 Bereavement leave days need not be taken consecutively.

34.10 Bereavement leave may only be taken by a casual employee for a day that the casual employee was scheduled to work and provided the casual employee has been in the continuous employ of the employer for at least 3 months.

## **ARTICLE 35**

### **WELLNESS LEAVE**

35.01 An employee, other than a casual employee, shall earn **Wellness Leave** with pay at the rate of **one and one twelfth day** per calendar month for any month in which the employee receives at least ten days pay.

- 35.02 Wellness Leave may be used for illness, mental health purposes or medical appointments for the employee, or to assist with/take care of the employee's dependents, but may not be used in conjunction with or as Vacation Leave.
- 35.03 Employees are encouraged to take one Wellness day per month. The employee may accumulate a maximum of 13 days Wellness Leave credits, but any accumulated Wellness Leave may only be used for the following purposes:
- a) illness or injury rendering the employee unable to perform their job duties,
  - b) travel for medical purposes,
  - c) quarantine,
  - d) medical examinations or treatment, or
  - e) necessary medical, dental or chiropractic appointments.
- 35.04 Wellness Leave credits may only be used for one-half day or more.
- 35.05 The employer may require the employee to provide proof of the employee's need for Wellness Leave under Clause 35.03 where the employee wishes to take Wellness Leave in excess of three consecutive days. Such proof may be in the form of a doctor's certificate or other form satisfactory to the employer.
- 35.06 The employer may approve an advance of Wellness Leave credits for an employee for up to 12 days where the employee has not accumulated enough Wellness Leave credits for the Wellness Leave required. In determining whether to grant an advance, the employer shall consider the employee's length of service, their employment record, and the employer's capacity to secure reimbursement as per Clause 35.07.
- 35.07 An advance of Wellness Leave credits shall be reimbursed by a deduction from future Wellness Leave credits or, where the employee's service is terminated before the advance is repaid, by deduction from compensation otherwise owed to the employee.
- 35.08 Where employment is terminated by death, the employee is deemed to have earned any amount of Wellness Leave advanced to the employee.
- 35.09 An employee whose service is terminated for any reason other than a disciplinary discharge under Article 30 may convert one-half of all unused Wellness Leave credits earned to the date of termination:
- a) to paid leave immediately prior to their termination, or
  - b) to a cash payout based upon the employee's hourly rate of pay at the time of termination.

- 35.10 Subject to operational requirements, an employee may be granted, upon request, additional Wellness Leave without pay for a reasonable period of time agreed upon between the employer and the employee. An employee who is on Wellness Leave without pay shall be entitled to all benefits of this agreement, except that the employee shall not accrue any leave with pay during a period of Wellness Leave without pay.
- 35.11 Where an employee is ill, and has exhausted their own paid Wellness Leave, other employees may donate Wellness Leave days earned by them to the benefit of their co-worker.
- 35.12 Upon request, the employer will inform an employee of the amount of Wellness Leave credits that employee has earned.
- 35.13 In lieu of Wellness Leave under this Article, a casual employee shall receive monetary compensation at the rate of 7.5 hours pay for each 162 hours worked.

## **ARTICLE 36**

### **FAMILY ILLNESS LEAVE**

- 36.01 Where a permanent full time employee is required to care for a sick family member permanently residing in their home, the employer shall grant leave with-out pay for up to five days per family member, to a maximum of 15 days per fiscal year.
- 36.02 Where a permanent part-time employee is required to care for a sick family member permanently residing in their home, the employer shall grant leave with-out pay for up to 2.5 days per family member, to a maximum of 7.5 days per fiscal year.
- 36.03 Where a casual employee is required to care for a sick family member permanently residing in their home, the employer shall grant leave with-out pay for a maximum of two days per fiscal year, subject to Clause 36.04 below.
- 36.04 Family illness leave may only be taken by a casual employee for a day that the casual employee was scheduled to work and provided the casual employee has been in the continuous employ of the employer for at least 3 months.
- 36.05 Where a term employee is required to care for a sick family member permanently residing with the employee, Clause 36.01 applies to the employee if the term is one year or more, Clause 36.02 applies if the term is more than six months but less than one year, and otherwise, Clause 36.03 applies.

- 36.06 For the purposes of this Article, a sick family member includes one who is ill or injured, or in quarantine, or who must travel for medical purposes or attend an appointment for medical reasons.
- 36.07 An employee who has used up their leave under this Article may, if the employee requires further leave for family illness purposes as defined by this Article, the employee is required to use any of their own Wellness Leave, vacation leave or compensatory leave before taking leave without pay.
- 36.08 The employer may, subject to operational requirements, grant an employee additional family illness leave without pay on the same basis as set out in Article 35.10.

### **ARTICLE 37**

#### **LEAVE FOR WITNESS / JURY DUTY**

- 37.01 An employee is entitled to leave without pay if their absence from work is due to attending court in response to a jury summons or a witness subpoena.
- 37.02 An employee is entitled to leave without pay if their absence from work is due to attendance as a witness before an adjudicative board in circumstances unrelated to their employment, so long as the employee has received a subpoena.
- 37.03 An employee who is absent for reasons described in Clause 37.01 or 37.02 shall return to work if the employee can do so in time to complete one half of the day's work.
- 37.04 No employee who is required to attend court in connection with the performance of their job duties shall suffer any loss of pay as a result, and the provisions of Article 18 concerning overtime apply to any hours of the court attendance that would constitute overtime for the employee.
- 37.05 An employee who is called as a witness by the employer at an arbitration hearing under Article 31 shall not suffer any loss of pay as a result, and the provisions of Article 18 concerning overtime apply to any hours spent in attendance at the arbitration hearing that would constitute overtime for the employee.
- 37.06 In the event that a casual employee receives a jury summons or a witness subpoena to attend court during a time the employee was scheduled to work, the employee shall notify the employer of the summons or subpoena forthwith.

## ARTICLE 38

### INJURY ON DUTY LEAVE

38.01 Subject to Clause 38.02, an employee shall be granted leave for such reasonable period of time as may be determined by the employer where the Workers' Compensation Health and Safety Board determines that the employee is unable to perform their duties because of:

- a) personal injury accidentally received in the performance of their duties and not caused by the employee's wilful misconduct;
- b) sickness resulting from the nature of the employment;
- c) exposure to hazardous conditions in the workplace.

38.02 An employee will be paid 75% of their wages while on leave, provided that:

- a) the Workers Compensation Health and Safety Board will pay the employee 75% of lost wages due to the injury throughout the period of the leave, and
- b) the employee agrees to assign to the employer any amount received for loss of wages from the Workers' Compensation Health and Safety and Health Board in settlement of any claim the employee has in respect of the injury.

38.03 Where an employee has been granted Wellness Leave, and is subsequently approved for injury on duty leave for the same period, any Wellness Leave credits used shall be reinstated to the employee.

38.04 While on injury on duty leave, the employee shall remain a member of the bargaining unit and shall receive all the benefits of this agreement except that the employee shall not accrue leave with pay, or take leave with pay, during a period of injury on duty leave.

38.05 Monies advanced to the employee under this Article and not reimbursed to the employer at the time of termination may be deducted from any monies owed to the employee.

38.06 In the event that an employee is off work as a result of an injury which is not covered by Worker's Compensation, the employer and union may discuss reasonable terms of assistance for the employee.

## ARTICLE 39

### MATERNITY LEAVE

- 39.01 Upon giving six weeks notice of the expected month of the baby's birth, a pregnant employee is entitled to a leave of absence without pay for a period of up to 52 weeks, provided the employee has completed her probationary period under Article 24.
- 39.02 Maternity leave may be taken for any period less than 52 weeks as the employee wishes and may be taken before or after the termination of the pregnancy, or partially before and partially after.
- 39.03 The employee must give two months notice that she intends to return to work at the agreed upon date. Otherwise the employer will make reasonable efforts to contact the employee within the next two weeks to determine her intentions. If the employer cannot contact the employee, her employment is deemed to terminate on the date on which she should have notified the employer.
- 39.04 In the event that an employee on maternity leave decides not to return to work, and communicates this to the employer two months prior to her previously agreed upon date of return, her employment shall terminate on the date on which her leave expires or at any sooner date the employee wishes.
- 39.05 An employee on maternity leave shall remain a member of the bargaining unit, and shall have all the benefits of this agreement except that the employee shall not accrue leave with pay, or take leave with pay, during the period of maternity leave.
- 39.06 Where a doctor's certificate is provided indicating that the employee requires a longer period of maternity leave for health reasons, or where the employee's newborn child is suffering serious medical problems, an extension of maternity leave may be granted by the employer for up to one year, subject to operational requirements.
- 39.07 An employee may use sick credits she has earned in accordance with Article 35 either before or after her maternity leave if she is suffering from pregnancy-related disability.
- 39.08 Upon returning to work, the employee shall resume her previous position, or a comparable position. The employer will make every reasonable effort to assign her to her previous position.

- 39.09 An employee who is not entitled to maternity leave for the reason that she has not given six weeks notice as required by Clause 39.01 may be granted maternity leave by the employer subject to operational requirements.
- 39.10 An employee who has been in the continuous service of the employer, prior to the commencement of her maternity leave, for 2000 hours or one year, whichever occurs later, shall be entitled to:
- a) a cash payment equivalent to the allowance the employee will receive in maternity benefits for a two week period from the Unemployment Insurance Commission, or
  - b) where the employee is not entitled to unemployment insurance benefits for maternity purposes, a cash payment equivalent to what the employee would have received if she qualified.
- 39.11 Where an employee who receives a cash payment under Clause 39.10 does not return to work following her maternity leave, or terminates her employment within six months of returning to work, she shall reimburse the employer for any payment received under Clause 39.10. The employer may deduct any amount owing from compensation otherwise payable to the employee, and the employer may recover the amount through the civil court process if necessary.

## **ARTICLE 40**

### **ADOPTION LEAVE**

- 40.01 An employee who plans to adopt a child shall, upon giving six weeks notice to the employer, be granted leave without pay for up to 52 weeks for the purpose of the adoption, provided the employee has completed their probationary period under Article 24.
- 40.02 Adoption leave shall not commence earlier than one week before the expected arrival of the child in the employee's home, unless there are extenuating circumstances.
- 40.03 The employee shall furnish proof of the adoption upon request of the employer.
- 40.04 An employee must give two months notice that they intends to return to work at the agreed upon date. Otherwise the employer will make reasonable effort to contact the employee to determine their intentions within the next two weeks. If the employer cannot contact the employee, the employment is

deemed to terminate on the date on which the employee should have notified the employer.

- 40.05 In the event that an employee on adoption leave decides not to return to work, and communicates this to the employer two months prior to agreed upon date of return, the employee's employment shall terminate on the date the leave was to expire, or such sooner date as the employee wishes.
- 40.06 An employee on adoption leave shall remain a member of the bargaining unit, and shall have all the benefits of this agreement, except that the employee shall not accrue leave with pay or take leave with pay during a period of adoption leave.
- 40.07 Where a doctor's certificate is provided indicating that the employee's adopted child is suffering from serious medical problems, an extension of adoption leave may be granted by the employer for up to one year, subject to operational requirements.
- 40.08 Upon returning to work, the employee shall resume their previous position, or a comparable position. The employer will make every reasonable effort to assign the employee to their previous position.
- 40.09 An employee who is not entitled to adoption leave for the reason that the employee did not give six weeks notice under clause 40.01, may be granted adoption leave by the employer, subject to operational requirements.
- 40.10 An employee who has been in the continuous service of the employer immediately prior to the commencement of the adoption leave for 2000 hours or one year, whichever occurs later, shall be entitled to:
- a) a cash payment equivalent to the allowance the employee will receive in adoption benefits for a two week period from the Unemployment Insurance Commission, or
  - b) where the employee is not entitled to unemployment insurance benefits for adoption purposes, an equivalent cash payment to what the employee would have received if the employee were eligible.
- 40.11 Where an employee who receives a cash payment under Clause 40.10 does not return to work following adoption leave, or terminates their employment within six months of returning to work, shall reimburse the employer for the payment received. The amount may be deducted from compensation otherwise payable to the employee, and may be recovered by the employer through the civil court process if necessary.

## ARTICLE 41

### PARTNER SUPPORT LEAVE

- 41.01 Upon receiving six (6) weeks notice of an impending birth or adoption of a child by the employee's partner, the employer may grant the employee leave without pay for up to 26 weeks, providing the employee has completed their probationary period.
- 41.02 The leave may be taken for any period less than 26 weeks as requested by the employee, and may be taken before or after the arrival of the child, or partially before and partially after.
- 41.03 An employee on partner support for longer than two months must give the employer a month's notice of intention to return to work at the agreed upon date. Otherwise the employer will make reasonable efforts to contact the employee within the next two weeks to determine the employee's intentions. If the employer cannot contact the employee, their employment is deemed to terminate on the date on which the employee should have notified the employer.
- 41.04 If an employee on partner support leave decides not to return to work, and notifies the employer of this one month prior to the previously agreed upon date of return, the employee's employment shall terminate on the date on which the leave was due to expire, or at any sooner date the employee wishes.
- 41.05 An employee on partner support leave remains a member of the bargaining unit, and shall receive the benefits of this agreement except that the employee shall not accrue leave with pay, or take leave with pay, during a period of partner support leave.
- 41.06 Subject to operational requirements, the employer may grant additional partner support leave for a reasonable period of time agreed upon between the employer and the employee.
- 41.07 Upon returning to work, the employee shall resume their previous position, or a comparable position. The employer will make every reasonable effort to assign the employee to their previous position.
- 41.08 An employee who is not entitled to partner support leave for the reason that the employee has not given six weeks notice under Clause 41.01 may be granted partner support leave by the employer, subject to operational requirements.

## ARTICLE 42

### LEAVE OF ABSENCE

- 42.01 All employees are eligible for leave without pay after they have completed three years of continuous employment, or 6000 hours, whichever occurs first.
- 42.02 The employer may grant permission for the employee to take leave without pay for any purpose for a period of up to twelve months, which permission shall not be unreasonably withheld.
- 42.03 Employees on leave without pay shall remain members of the bargaining unit and shall receive all the non-monetary benefits of this agreement, and that the employee shall not accrue leave with pay, or take leave with pay, during a leave of absence under this Article.
- 42.04 An employee on a leave of absence shall confirm in writing at least two months before their leave is over that the employee intends to return to work at the agreed upon date. Otherwise, the employer will make reasonable efforts within the next two weeks to contact the employee to determine their intentions. If the employer cannot contact the employee, their employment is deemed to terminate on the date on which the employee should have contacted the employer.
- 42.05 In the event that an employee on leave without pay decides not to return to work and communicates this to the employer as per Clause 42.04 above, their employment shall terminate on the date that their leave expires.
- 42.06 Upon returning from unpaid leave, the employee shall resume their previous position or a comparable position. The employer will make every reasonable effort to assign the employee to their previous position.
- 42.07 The employee has no right to return to work earlier than the agreed upon date, but the employer may accommodate the employee's request to do so if reasonably possible.

**ARTICLE 43**

**LEAVE WITHOUT PAY**

- 43.01 Subject to operational requirements, the employer may grant an employee leave without pay where the employee is unable to work due to circumstances beyond the employee's control, which permission shall not be unreasonably withheld.

**ARTICLE 44**

**EDUCATIONAL LEAVE**

- 44.01 This Article is in addition to Article 29.
- 44.02 Educational leave is defined as a leave of absence for one month or more for educational training, courses or seminars which pertain to the employee's employment. Educational leave will normally be taken at a recognized institution of learning.
- 44.03 Subject to operational requirements, the employer will grant Educational Leave as requested by an employee, provided at least 30 days notice in writing has been given. Approval for educational leave will not be withheld without reasonable cause.
- 44.04 Educational leave may be taken for a maximum of one year, unless otherwise agreed upon by the employer and the employee.
- 44.05 The employer recognizes that education is a continuing process. Accordingly, the employer shall allow the Union to sponsor educational functions such as seminars, workshops, lectures and Union meetings on topics related to employment, to be held on the employer's premises during the employees' lunch period or following the regular working day. Prior arrangement for such functions shall be made with the employer and no such function shall be permitted where it will interfere with the normal operation of the centre.

**ARTICLE 45**

**LABOUR - MANAGEMENT RELATIONS COMMITTEE**

- 45.01 A Labour-Management Relations Committee (LMRC) shall be established consisting of an equal number of management representatives and union representatives as per Article 6.
- 45.02 The mandate of the LMRC is advisory only; it shall have no decision-making power. The LMRC may make such recommendations as it deems

appropriate to the union or to the employer in accordance with the scope of its mandate under Article 45.03.

- 45.03 The LMRC may discuss and make recommendations concerning any matter arising under this agreement. In addition, with the approval of all members of the LMRC, the LMRC may discuss any other matter the parties wish, and may make such recommendations to the employer or the union as the parties deem appropriate.
- 45.04 Unless otherwise required by a particular Clause in this agreement, the discussion of a subject at an LMRC meeting is deemed to be consultation with employees for the purposes of this agreement.
- 45.05 The LMRC shall meet once per month, unless both parties agree that a meeting is not necessary. The meetings shall be no longer than one hour in duration. Where there is urgent business that cannot wait until the next meeting, a special LMRC meeting may be held with the agreement of both parties.
- 45.06 As much as possible, LMRC meetings will be scheduled during regular hours of work. No employee shall suffer a loss of pay, or a loss of other benefits, such as lunch break or coffee break, due to attendance at an LMRC meeting.
- 45.07 If it is not possible to schedule an LMRC meeting during regular hours of work, the time spent by the employee to attend the meeting, up to a maximum of one hour per meeting, shall be considered hours worked.
- 45.08 The employer will prepare an agenda for LMRC meetings comprised of all items requested by a union representative or an employer representative, provided the item falls within the mandate of the LMRC as per Clause 45.03.
- 45.09 The employer representatives and the union representatives on the LMRC will share the duty of preparing the minutes, unless otherwise agreed upon by the parties. Each party will sign the minutes, indicating their agreement that the content reflects the discussion. The union representative will then place the minutes on the bulletin board for the information of all employees.