

## **ARTICLE 12 - LEAVE OF ABSENCE**

- 12.01** Application for Leave of Absence shall be made by the employee in writing, except in cases of emergency when the application may be made orally, as outlined in Corporate Policy 209.11.

A Leave of Absence may be granted to the employee upon such terms and conditions as are acceptable to the Company and will not be unreasonably withheld.

- 12.02.1** Union Leave of Absence without pay but with maintenance of service rights may be granted to any designated employee for the conducting of Union business for a period not in excess of two (2) weeks at any one time. Written notice shall be given by the employee to the immediate Manager as soon as the employee becomes aware of the need for the leave, but with no less than a minimum of five (5) working days. Each Leave of Absence will be subject to service requirements as determined by the employee's Manager and will not be unreasonably withheld.

- 12.02.2** Where Union Leave of Absence has been granted, the Company shall deduct from the Union's dues payment one hundred percent (100%) of the wages paid to such employees during the approved absence. The Company shall include with the normal dues cheque payable to the Union, a list of employees on behalf of whom wages have been deducted.

- 12.03** Union Leave of Absence without pay but with maintenance of service rights may be granted to any designated employee for the conducting of Union business for a period not in excess of one (1) year, with one (1) month's written notice to be provided by the employee to their immediate Manager. This Leave of Absence will be subject to approval by the Company. The employee will have the right at any time, upon one (1) months notice, to return to the Company's employ to the same, or similar work, in which he/she was engaged immediately prior to the time of obtaining such Leave of Absence. Such employee shall also have the right to continue participating in the MTS Pension Plan in accordance with the Plan.

**12.04      Bereavement Leave**

The following information regarding the Company's Policy on Bereavement Leave is strictly for reference purposes only and it is expressly understood and acknowledged by the Union that its contents do not form part of this Collective Agreement. This

notwithstanding, it is recognized that individual employee concerns flowing from the application of the Bereavement Leave Policy must be resolved without delay. To this end, the Company is committed to addressing all such issues in a timely fashion with the intent to resolve all such issues expeditiously.

An employee is entitled to and shall be granted time off with pay in the event of the death of a family member of their immediate family. Immediate family shall be defined as:

- the employee's spouse or common law partner;
- the employee's father and mother and the employee's spouse or common law partner of the father or mother;
- the employee's children and the children of the employee's spouse or common law partner;
- the employee's grandchildren;
- the employee's brothers and sisters, brothers in law and sisters in law;
- the grandfather and grandmother of the employee;
- the father and mother of the spouse or common law partner of the employee and the spouse or common law partner of the father or mother, and;
- any relative of the employee who resided permanently with the employee or with whom the employee permanently resided.

Common law partner is defined as a person who is cohabitating with the individual in a conjugal relationship, having so cohabitated for a period of at least one year.

The time off will not normally exceed three (3) days, however, where exceptional circumstances arise, the employee may be allowed a maximum of one (1) calendar week.

In the event that there is a death in the employee's immediate family during the period of an employee's vacation, an employee shall upon request and proper notification to the Company, be considered to be on Bereavement Leave for the period of time granted for such leave. Any vacation lost as a result of Bereavement Leave can be taken at a time mutually agreed to by the employee and his/her manager.

## **12.05 Compassionate Care**

The following information regarding the Company's Policy on Compassionate Care is strictly for reference purposes only and it is

expressly understood and acknowledged by the Union that its contents do not form part of this Collective Agreement. This notwithstanding, it is recognized that individual employee concerns flowing from the application of the Compassionate Care Policy must be resolved without delay. To this end, the Company is committed to addressing all such issues in a timely fashion with the intent to resolve all such issues expeditiously.

Every employee is entitled to and shall be granted a maximum of eight (8) weeks leave from their employment within a 26 week window to care for an ill family member who has a “significant risk of death within six months” (medical certificate is required), and who requires one or more family members to provide emotional support and arrange or directly provide health care.

A family member is defined as:

- the employee’s spouse or common law partner;
- the employee’s child or the child of the employee’s spouse or common law partner;
- the employee’s parent or the spouse or common law partner of the employee’s parent.

Common law partner is defined as a person who is cohabitating with the individual in a conjugal relationship, having so cohabitated for a period of at least one year.

The eight (8) weeks leave does not have to be taken consecutively, however periods of leave must be at least one week at a time.

The aggregate leave may be taken by two (2) or more care giving family members.

Pension, health, disability benefits and seniority shall continue to accumulate during leave. Employer contributions shall also continue, unless employee contributions are required and the employee fails to make them.

In addition to leave, an employee may be eligible for Employment Insurance (EI) benefits. To be eligible, an employee requires 600 insurable hours.

Eligible employees can receive up to six (6) weeks EI benefits. There is a two (2) week waiting period.

Two (2) or more family members can share Compassionate Care benefits, however, the total benefits remain at six (6) weeks.

Employees may also be granted unpaid leaves of absence on compassionate grounds for reasons other than the above on the authority of their supervisory manager provided the conditions warrant such leave.