

ARTICLE 22. LEAVES OTHER THAN RESEARCH/STUDY LEAVES

22.1 Maternity Leave

22.1.1 Maternity Leave With Allowance

The provisions of the University's maternity leave with allowance are as follows:

22.1.1.1 In order to qualify for benefits under this provision a pregnant Member must:

22.1.1.1.1 have completed twelve (12) continuous months of full-time paid employment with the University immediately prior to the date on which the proposed leave commences;

22.1.1.1.2 submit to the dean/director an application in writing for leave under this provision prior to the commencement of the academic term during which the requested leave would occur;

22.1.1.1.3 provide the dean/director with a medical certificate giving the estimated date of her delivery ~~certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;~~

22.1.1.1.4 provide the dean/director with proof that the Member has applied for Employment Insurance (EI) maternity benefits and that the Human Resources and Social Development Canada (HRSDC) has agreed that the Member has qualified for and is entitled to such EI maternity benefits pursuant to the *Employment Insurance Act, 1996 and amendments thereto*.

22.1.1.2 The maternity leave with allowance may commence at any time between the tenth week before the expected birth week and the expected birth week. The leave must be taken in one consecutive seventeen (17) week period.

22.1.1.3 A pregnant Member who qualifies under this provision is entitled to a leave consisting of:

22.1.1.3.1 a period not exceeding seventeen (17) weeks except as described in s. 22.1.1.3.2;

22.1.1.3.2 a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the medical certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.

22.1.1.4 During the period of maternity leave with allowance the Member who qualifies is entitled to a maternity leave allowance as follows, where "weekly salary" means (base salary rate + any market stipend) ÷ 52:

22.1.1.4.1 for the first two (2) weeks the Member shall receive one hundred percent (100%) of her weekly salary;

22.1.1.4.2 up to a maximum of fifteen (15) additional weeks, the Member shall receive payments equivalent to the difference between the EI maternity benefits she is eligible to receive and one hundred percent (100%) of her weekly salary.

- 22.1.1.4.3 Where a Member is on a reduced appointment, the maternity leave with allowance shall be calculated on the basis of her actual salary plus market stipend. Further, where a Member has been on a reduced appointment during the six (6) months prior to the commencement date of the maternity leave, the maternity leave allowance to be paid shall be prorated from her base salary rate plus market stipend in direct relation to the approved reduction in duties during the reduced appointment.
- 22.1.1.4.4 The University shall endeavour to make the maternity leave allowance payments in such a way as to avoid disruption of University income to the Member.
- 22.1.1.5 An applicant for maternity leave with allowance under this provision must sign an agreement with the University providing that:
- 22.1.1.5.1 she will return to her normal duties and will remain in the employ of the University on a full-time basis for at least six (6) months following a return to normal duties unless a comparable alternate arrangement is made with her dean/director, and
- 22.1.1.5.2 she will return on the date of the expiry of the maternity leave with allowance unless this date is modified by the University, and
- 22.1.1.5.3 should the Member fail to return to work as provided under s. 22.1.1.5.1 and/or s. 22.1.1.5.2 above, she is indebted to the University for the full amount of pay received from the University as a maternity leave allowance during her entire period of leave.
- 22.1.1.6 Contributions to the pension plan and staff benefits plans shall be continued by the University and the Member throughout the period of the leave on the basis of one hundred percent (100%) of salary, subject to Canada Revenue Agency regulations.
- The period of leave shall be credited towards years of service in the calculation of pension benefits.
- 22.1.1.7 The period of leave shall be credited towards years of full-time service in the calculation of eligibility for research/study leave. Where a maternity leave coincides with a research/study leave, the missed portion of the research/study leave shall be rescheduled.
- 22.1.1.8 The period of maternity leave with allowance shall be credited towards full-time service for the purpose of vacation entitlement in Article 9.2.
- 22.1.1.89 There shall be no requirement for the Member to make up teaching assignments, research, service, or any other duties for any period of maternity leave with allowance. Where a Member's return from leave after the commencement of a term precludes the assignment of teaching duties, the dean/director shall assign the Member other appropriate duties in that term.
- 22.1.1.910 Members on maternity leave with allowance shall be entitled to expense fund allocations as per Article 27 of this collective agreement.
- 22.1.1.1011 Members holding probationary appointments should consult Article s. 19.C (faculty), s. 17.A.4.2.5 (librarians) and s. 34.5.5 (instructors) regarding extensions to their maximum untenured periods (faculty) or probationary appointments (instructors/librarians).

22.1.1.H12 A Member who has been granted a maternity leave with allowance shall, upon written application to the dean/director, be granted an additional contiguous parental leave with allowance pursuant to s. 22.2.1 and an additional contiguous parental leave without allowance pursuant to s. 22.2.2 such that the total period of leave is not greater than fifty-four (54) weeks.

22.1.2 Maternity Leave Without Allowance

In order to qualify under this provision a pregnant Member must:

22.1.2.1 have completed seven (7) consecutive months of employment with the University immediately prior to the date on which the proposed leave commences;

22.1.2.2 submit to the dean/director a medical certificate ~~of a duly qualified medical practitioner certifying that she is pregnant and specifying~~ giving the estimated date of her delivery; and

22.1.2.3 submit to the dean/director an application in writing for leave under this provision at least four (4) weeks before the day specified by her in the application as the day she intends to commence the leave.

22.1.3 The maternity leave without allowance must commence not earlier than seventeen (17) weeks before the date of delivery estimated in the medical certificate and end not later than seventeen (17) weeks after the date of delivery.

22.1.4 A pregnant Member who qualifies under this provision is entitled to a maternity leave without allowance consisting of a period not exceeding seventeen (17) weeks except as described in ss. 22.1.4.1.

22.1.4.1 A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the medical certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.

22.1.5 For the purposes of the pension plan and staff benefit plans, a Member on a maternity leave without allowance shall be considered to be on an unpaid leave of absence.

22.1.6 The period of maternity leave without allowance shall be credited towards years of service in the calculation of eligibility for research/study leave. Where a maternity leave coincides with a research/study leave, the missed portion of the research/study leave shall be rescheduled.

22.1.7 There shall be no requirement for the Member to make up teaching assignments, research, service, or any other duties for any period of maternity leave without allowance. Where a Member's return from leave after the commencement of a term precludes the assignment of teaching duties, the dean/director shall assign the Member other appropriate duties in that term.

22.1.8 Members on maternity leave without allowance shall be entitled to expense fund allocations as per Article 27 of this Agreement.

22.1.9 Members holding probationary appointments should consult ~~Article~~ s. 19.C (faculty), s. 17.A.4.2.5 (librarians) and s. 34.5.5 (instructors) regarding extensions to their maximum untenured periods (faculty) or probationary appointments (instructors/librarians).

22.1.10 Subject to s. 22.2.1.1.1.2, a Member who has been granted a maternity leave without allowance shall, upon written application to the dean/director be granted an additional contiguous parental leave without allowance , such that the total period of parental leave is not greater than thirty-seven (37) weeks.

22.2 Parental Leave

The purpose of parental leave is to provide time off for childcare which is necessitated by the birth or adoption of a child. There shall be one period of parental leave with and/or without allowance per pregnancy or adoption such that

the total period of parental leave is not greater than thirty-seven (37) weeks, and this period may be taken wholly by one or shared between the two eligible parents.

22.2.1 Parental Leave With Allowance

~~The provisions of the University's parental leaves with allowance are as follows:~~

22.2.1.1 In order to qualify under this provision a Member must:

22.2.1.1.1 have completed twelve (12) continuous months of full-time paid employment with the University immediately prior to the date on which the proposed leave commences, except:

22.2.1.1.1.1 where the Member has been granted a maternity leave with allowance immediately prior to the parental leave; or

22.2.1.1.1.2 where a Member has been granted a maternity leave without allowance immediately prior to the parental leave and where the other parent is a Member who qualifies for parental leave with allowance, the Members may share the period of parental leave with allowance.

22.2.1.1.2 submit to the dean/director an application in writing for leave under this provision prior to the commencement of the academic term during which the requested leave would occur, except where the application has already been made under s. 22.1.1.1.1.2;

22.2.1.1.3 provide the dean/director with proof that the Member has applied for EI parental benefits and that HRSDC has agreed that the Member has qualified for and is entitled to such EI parental benefits pursuant to the *Employment Insurance Act, 1996* and amendments thereto.

22.2.1.2 The parental leave will be completed within one (1) year of the child's birth or adoption.

22.2.1.3 A Member who qualifies under this provision is entitled to a parental leave with allowance consisting of a period not exceeding ~~fifteen (15) weeks~~ sixteen (16) weeks for leaves beginning on or after November 1, 2007; or seventeen (17) weeks for leaves beginning on or after April 1, 2008; or eighteen (18) weeks for leaves beginning on or after April 1, 2009. The leave must be taken in one consecutive period. Where the Member takes parental leave in addition to maternity

leave, the Member shall commence the parental leave immediately following the maternity leave.

22.2.1.4 During the period of leave the Member who qualifies is entitled to a parental leave allowance as follows, where "weekly salary" means (base salary rate + any market stipend) ÷ 52:

22.2.1.4.1 for the weeks during which the Member is in receipt of EI parental benefits the Member shall receive parental leave allowance payments equivalent to the difference between the EI parental benefits he/she is in receipt of and ninety-five percent (95%) of his/her weekly salary up to a maximum of: ~~fifteen (15) additional weeks;~~

sixteen (16) weeks, for leaves beginning on or after November 1, 2007;

seventeen (17) weeks, for leaves beginning on or after April 1, 2008; or

eighteen (18) weeks, for leaves beginning on or after April 1, 2009.

22.2.1.4.32 If EI has determined that there will be a two-week waiting period before EI parental benefits begin, the Member's parental leave allowance during the two-week waiting period shall be one hundred percent (100%) of his/her weekly salary, and therefore the maximum period of parental leave with allowance shall be two (2) weeks greater than specified in s. 22.2.1.4.1.

22.2.1.4.23 Where a Member is on a reduced appointment, the parental leave with allowance shall be calculated on the basis of his/her actual salary plus market stipend. Further, where a Member has been on a reduced appointment during the six (6) months prior to the commencement date of the parental leave, the parental leave allowance to be paid shall be prorated from his/her base salary rate plus market stipend in direct relation to the approved reduction in duties during the reduced appointment.

22.2.1.4.4 The University shall endeavour to make the parental leave allowance payments in such a way as to avoid disruption of University income to the Member.

22.2.1.5 An applicant for parental leave with allowance under this provision must sign an agreement with the University providing that:

22.2.1.5.1 he/she will return to his/her normal duties and will remain in the employ of the University on a full-time basis for at least six (6) months following a return to normal duties unless a comparable alternate arrangement is made with his/her dean/director, and

22.2.1.5.2 he/she will return on the date of the expiry of the leave unless this date is modified by the University, and

22.2.1.5.3 should the Member fail to return to work as provided under s. 22.2.1.5.1 and/or s. 22.2.1.5.2 above, he/she is indebted to the University for the full amount of pay received from the University as a parental leave allowance during his/her entire period of leave.

22.2.1.6 Contributions to the pension plan and staff benefits plans shall be continued by the University and the Member throughout the period of the parental leave allowance on the basis of one hundred percent (100%) of salary, subject to Canada Revenue Agency regulations. The period of

parental leave allowance shall be credited towards years of service in the calculation of pension benefits.

22.2.1.7 The period of parental leave with allowance shall be credited towards years of full-time service in the calculation of eligibility for research/study leave. Where a parental leave with allowance coincides with a research/study leave, the missed portion of the research/study leave shall be rescheduled.

22.2.1.8 There shall be no requirement for the Member to make up teaching assignments, research, service, or any other duties for any period of parental leave with allowance. Where a Member's return from leave after the commencement of a term precludes the assignment of teaching duties, the dean/director shall assign the Member other appropriate duties in that term.

22.2.1.9 Members on parental leave with allowance shall be entitled to expense fund allocations as per Article 27 of this Agreement.

22.2.1.10 Members holding probationary appointments should consult s. 19.C (faculty), s. 17.A.4.2.5 (librarians) and s. 34.5.5 (instructors) regarding extensions to their maximum untenured periods (faculty) or probationary appointments (instructors/librarians).

22.2.1.11 A Member who has been granted a parental leave with allowance which is not preceded by a maternity leave shall, upon written application to the dean/director, be granted an additional contiguous parental leave without allowance such that the total period of parental leave is not greater than thirty-seven (37) weeks.

22.2.2 Parental Leave Without Allowance

22.2.2.1 In order to qualify under this section a Member must:

22.2.2.2 become the parent of his/her newborn or newly adopted child; and

22.2.2.3 have completed seven (7) consecutive months of employment with the University immediately prior to the date on which the proposed leave commences; and

22.2.2.4 submit to the dean/director an application in writing for leave under this provision at least four (4) weeks before the day specified by him/her in the application as the day on which he/she intends to commence such leave.

22.2.3 A Member who qualifies under this section is entitled to parental leave without allowance of up to thirty-seven (37) weeks commencing no later than the first anniversary date of the birth of the child or of the date on which the child comes into the actual care and custody of the Member.

22.2.4 Where a Member takes parental leave without allowance in addition to maternity leave and/or a parental leave with allowance, the Member shall commence the parental leave without allowance immediately following the maternity leave or the parental leave with allowance as the case may be.

22.2.5 For the purposes of the pension plan and staff benefit plans, a Member on a parental leave without allowance shall be considered to be on an unpaid leave of absence.

- 22.2.6 The period of parental leave without allowance shall be credited towards years of service in the calculation of eligibility for research/study leave. Where a parental leave without allowance coincides with a research/study leave, the missed portion of the research/study leave shall be rescheduled.
- 22.2.7 There shall be no requirement for the Member to make up teaching assignments, research, service, or any other duties for any period of parental leave without allowance. Where a Member's return from leave after the commencement of a term precludes the assignment of teaching duties, the dean/director shall assign the Member other appropriate duties in that term.
- 22.2.8 Members on parental leave without allowance shall be entitled to expense fund allocations as per Article 27 of this Agreement.
- 22.2.9 Members holding probationary appointments should consult ~~Article~~ s. 19.C (faculty), s. 17.A.4.2.5 (librarians) and s. 34.5.5 (instructors) regarding extensions to their maximum untenured periods (faculty) or probationary appointments (instructors/librarians).

22.3 Other Child Care Leaves

- 22.3.1 Upon written application and approval as provided in s. 22.3.3, a Member who has become the parent of a newly born or newly adopted child and is not eligible for either maternity leave with or without allowance or parental leave with or without allowance is entitled to a leave of absence without pay as follows:
- 22.3.2 up to six (6) weeks to be taken within a period of six (6) weeks beginning either on the day of the child's birth/adoption or at any time during the ninety (90) days immediately following the birth or adoption of the child.
- 22.3.3 For the purposes of s. 22.3.1:
- 22.3.3.1 arrangements satisfactory to the dean/director shall be made at the time the leave is granted to ensure that the Member's academic duties will be met; and
- 22.3.3.2 a Member may, in accordance with the provisions of Article 9, be authorized to use up to three (3) weeks paid vacation which the Member has accumulated.
- 22.3.4 The period of other child care leave shall be credited towards years of service in the calculation of eligibility for research/study leave. Where an other child care leave coincides with a research/study leave, the missed portion of the research/study leave shall be rescheduled.
- 22.3.5 There shall be no requirement for the Member to make up teaching assignments, research, service, or any other duties for any period of other child care leave. Where a Member's return from leave after the commencement of a term precludes the assignment of teaching duties, the dean/director shall assign the Member other appropriate duties in that term.
- 22.3.6 Members on other child care leave shall be entitled to expense fund allocations as per Article 27 of this Agreement.

22.4 Sick Leave

Sick leave shall mean the period of time that a Member is incapable of performing his/her duties and responsibilities due to an illness, injury or becoming disabled and continues to be paid.

- 22.4.1 A Member shall be entitled to paid sick leave for up to one hundred and eighty (180) calendar days when he/she is unable to perform his/her duties as a result of illness, injury or becoming disabled. If a Member as part of an agreed upon return to work plan developed by the Member, in consultation with his/her physician, and the University is able to resume his/her duties then the number of days during which duties are fully resumed shall extend the calculation of the one hundred and eighty (180) calendar days of sick leave. Where the Member returns to work successfully for a period of at least six (6) months and then has a reoccurrence of the same illness, injury or disability, the extension period herein shall not apply and the Member shall be entitled to a further one hundred and eighty (180) calendar days of sick leave.
- 22.4.2 If a Member is found pursuant to the University of Manitoba Long-Term Disability_Income Plan (the "Plan") to be ineligible for benefits under the Plan solely because he/she has not fulfilled the qualifying period as set out in the Plan on account of extensions described in s. 22.4.1 hereof, the University shall provide the Member with benefits equivalent to those he/she would have received if he/she were eligible for benefits under the Plan. The University shall continue to provide such equivalent benefits until such time as the Member is either found to be eligible for benefits under the Plan or found, pursuant to the Plan, to be no longer ineligible for such benefits solely because he/she has not fulfilled the qualifying period as set out in the Plan on account of extensions described in s. 22.4.1 hereof.
- 22.4.3 Salary during sick leave shall be at one hundred percent (100%) of base salary rate plus any market stipend the Member was receiving at the commencement of the sick leave. Contributions to the pension and staff benefit plans shall be continued by the University and the Member throughout the period of sick leave.
- 22.4.4 Manitoba Public Insurance (MPI) provides wage loss replacement benefits resulting from motor vehicle accidents regardless of the existence of sick leave benefits provided by the University. Members shall assign to the University any such payments received from MPI for Wage Loss Replacement covering the period during which the Member is on paid sick leave with benefits pursuant to this Article.
- 22.4.5 A Member who is unable to perform his/her duties as a result of illness, injury or becoming disabled shall notify his/her department head or arrange to have his/her department head notified as soon as reasonably possible in the circumstances, where applicable advise his/her department head if he/she is unable to perform his/her duties as a result of a motor vehicle accident and provide his/her department head with an estimate of the length of his/her absence.
- 22.4.5.1 After having been notified by the Member, the department head shall report sick leaves of two (2) weeks or more in duration to the dean/director.
- 22.4.6 The University may at any time require the Member to provide a medical certificate.

- 22.4.47 The University may require the Member to obtain a second medical opinion from a physician mutually agreed upon by the University and the Member. In the event the University and the Member are unable to agree upon a physician, the physician shall be chosen by the University Medical Officer or his/her delegate.
- 22.4.8 Where the second medical opinion differs from the first medical opinion provided by the Member with regard to the diagnosis, the Member shall submit to such additional diagnostic procedures as the provider of the second opinion deems necessary.
- 22.4.9 Where the second medical opinion differs from the first medical opinion provided by the Member with regard to the prognosis for the Member's resumption of his/her duties or where the first medical opinion is silent in this regard, the University may require the Member to be evaluated by an occupational health professional chosen by the Member's physician and University Medical Officer or his/her delegate who will provide a plan to facilitate the Member's resumption of his/her duties.
- 22.10 In the event the Member remains unable to perform his/her duties as a result of illness or accident after one hundred and eighty (180) calendar days, he/she is eligible to apply for benefits under the provisions of the Long-Term Disability Income Plan.

22.5 Political Leave

22.5.1 Consultation

Any Member who has become a candidate for elective office as defined in s. 22.5.3 shall consult with his/her dean/director about the effects of such candidacy on his/her department, bearing in mind (a) a short-term absence during the campaign period, (b) a possible long-term absence, and (c) the possibility of continuing some academic duties on a part-time basis. The dean/director/department head shall at all times ensure that student and other University interests are protected. It is anticipated that in most cases a mutually satisfactory arrangement will be reached within the general provisions indicated in s. 22.5.2 and s. 22.5.3 below.

22.5.2 Nomination

If nominated the Member shall be permitted leave during the campaign without salary reduction for the following maximum periods:

- 22.5.2.1 for election to the Federal Parliament: six (6) weeks;
- 22.5.2.2 for election to the Provincial Legislature: four (4) weeks;
- 22.5.2.3 for election to a Municipal Council or School Board: two (2) weeks;
- 22.5.2.4 for election as Mayor of Winnipeg: four (4) weeks.

These do not exclude the arrangement of shorter terms of leave that are mutually satisfactory.

22.5.3 Election

If elected the Member shall take a full leave of absence without pay with the following exceptions:

22.5.3.1 Provincial Legislature: the University may agree to a partial rather than a full leave without pay. However an appointment as Minister of the Crown shall require a full leave without pay;

22.5.3.2 Municipal Council (other than as Mayor of Winnipeg): partial or full leave without pay may be required depending on the impact on University duties. Should workload as a member of municipal council subsequently increase so as to interfere with the Member's ability to perform his/her duties, partial or full leave arrangements without pay shall be arranged;

22.5.3.3 School Board: no leave arrangement will be necessary if the dean/director or department head determines that School Board membership will not impact University duties. Should workload as a member of the School Board subsequently increase so as to interfere with the Member's ability to perform his/her duties, partial or full leave arrangements without pay shall be arranged.

22.5.4 Members' Rights While on Leave

During the time he/she is on leave, the Member shall have all the normal rights of Members on leave of absence without pay.

22.5.5 Benefits While on Leave

During the time he/she is on a full leave of absence without pay, the Member may, subject to the provisions of each benefit plan, arrange to maintain his/her benefit plans at his/her expense.

22.5.6 Members Holding Administrative Positions

Members shall resign their University administrative positions if elected to political office, and shall be subject to the procedures outlined in sections 22.5.1 to 22.5.5 above.

22.5.7 Use of University Facilities

In the conduct of political activities a Member shall not use the facilities, equipment, supplies and other services of the University at any time, or engage any other University personnel in the conduct of political activities during their working hours.

22.5.8 Return from Leave

Leave will normally be granted for a term approximately equal to the expected term of office. A Member shall be entitled to terminate his/her leave for elective office, granted under the provisions of s. 22.5.3 of this article, and return to the University at the beginning of any academic term if appropriate notice of his/her intention to return is given to the dean/director. In the case of full-time leaves granted under s. 22.5.3, any right to return from leave shall expire after two terms of elective office or ten (10) years from the date the full-time leave commenced, whichever is greater.

22.6 Leaves of Absence With or Without Pay

- 22.6.1 A leave of absence without pay to provide professional assistance on a full-time basis to an outside agency shall be granted a Member when the following conditions are met:
- 22.6.1.1 the Member's primary duties can be covered by a replacement deemed to be satisfactory by the University;
- 22.6.1.2 all of the University's contractual obligations relating to the Member can be met by a replacement deemed to be satisfactory by the University;
- 22.6.1.3 the University's obligations in this section do not extend beyond one (1) year's leave in five (5) years of paid full-time service at the University. Nothing in this section shall preclude further leaves of absence being taken by mutual agreement between the Member and the University.
- 22.6.2 A Member may apply for and the University may grant leaves of absence with or without pay in circumstances not covered explicitly by this article.
- 22.6.3 Contributions to the pension plan and staff benefits programs shall be continued by the University and the Member throughout the period of leave of absence with pay. The period of a leave of absence with pay shall be credited towards years of service in the calculation of pension benefits.
- 22.6.4 In cases of leaves without pay, except for those covered under s. 22.5.5 above, the Member may make arrangements to pay both the University's and his/her contributions to the pension plan and staff benefits programs or in special circumstances the University may continue to make its contribution to the pension plan and staff benefits programs on the condition that the Member also continue to make his/her contributions. If a Member is granted a leave of absence without pay and is without any source of remuneration during such leave, the University may in special circumstances pay both the University's and the Member's contributions to the pension plan and staff benefits programs.