

Model Clause on ~~Compassionate Care Provider~~ ~~Care-Leave~~

1

~~Compassionate Care~~ **Care Provider Caregiver-Leave**¹

1.1

A member shall be granted a compassionate care leave for up to ~~eight (8)~~ **twenty-seven (27)** weeks to care for ~~a~~ **a** gravely ill family ~~members~~ **member at risk of dying within six months**.

1.2

~~Should circumstances warrant, a member shall be granted a further compassionate care leave for up to six (6) months to care for gravely ill family members.~~ **A member shall be granted caregiver leave of up to sixteen (16) weeks to provide care to an adult family member who requires significant care or support to recover from a critical illness or injury.**

1.3 A member shall be granted a critically ill child leave of up to thirty-six (36) weeks to care for a child who is critically ill.

1.34

When requesting a ~~compassionate care~~ **care provider** leave a member shall provide the employer with a medical certificate² from the ill person's primary care giver as evidence that the ill family member needs care or support.

1.45

Upon return to work, the member shall be placed in the position that the member held prior to the leave with no loss of rights or benefits.

2

~~Compassionate Care~~ **Care Provider Allowance**

2.1

During the period of ~~compassionate care~~ **care provider** leave as specified in 1.1, **1.2, or 1.3** a member shall receive from the employer the following amounts.

(a) Where a member is subject to a waiting period of ~~two (2)~~ **one (1) weeks-week** before receiving Employment Insurance Compassionate Care, **Caregiver, or Critically Ill Child** Benefits, the member shall receive an amount equal to one hundred percent (100%) of their normal weekly rate of pay for each week of the waiting period.

(b) For each week in which the member receives Employment Insurance Compassionate Care, **Caregiver, or Critically Ill Child** Benefits, the member shall receive an amount equal to the difference between the gross weekly amount of the Employment Insurance ~~Compassionate Care~~ Benefit and one hundred percent (100%) of their normal weekly rate of pay.

(c) If a member is disentitled or disqualified from receiving Employment Insurance ~~Compassionate Care~~ Benefits for the ~~compassionate care~~ of a family member specified in 1.1, **1.2, or 1.3** or should Employment Insurance cease to provide coverage for

Compassionate Care, **Caregiver, or Critically Ill Child** Benefits the member shall receive an amount equal to one hundred percent (100%) of their normal weekly rate of pay.

2.2

To qualify for a ~~compassionate care~~ **care provider** allowance under 2.1 (a) and (b) the member shall provide the employer with evidence that they have applied for and are in receipt of Compassionate Care, **Caregiver, or Critically Ill Child** Benefits under the Employment Insurance Act including the amount of that benefit.

2.3

To qualify for a ~~compassionate care~~ **care provider** allowance under 2.1 (c) the member shall provide the employer with evidence that they have applied for but are disentitled or disqualified from receiving a Compassionate Care, **Caregiver, or Critically Ill Child** Benefit under the Employment Insurance Act.

2.4

During the period of ~~compassionate care~~ **care provider** leave as specified in **1.1, 1.2, or 1.3** the member shall receive ~~their full pay including all~~ benefits.

3

Pension and Benefits

3.1

A member on compassionate care, **caregiver, or critically ill child** leave shall continue to participate in the pension plan and other benefit plans set out in the collective agreement. The employer and the member shall each continue to pay their applicable share of contributions and/or premiums, unless the member elects not to do so in writing.

3.2

Nothing in this article shall prevent a member from claiming sick leave for absences from work due to illness.

3.3

The period of compassionate care, **caregiver, or critically ill child** leave shall be included in the calculation of a member's length of service for seniority purposes.

4

Family Members

4.1

For the purposes of 4.2 a "spouse" means a person who is either married to or living in a conjugal relationship with another person.

4.2

A "family member" is one of the persons listed below:

~~Your Spouse's Spouse Child or their Spouse~~ **a) The member's spouse or common law-partner**

b) The member or the member's spouse or common-law partner's:

Child

Father, Mother or their Spouse

Father or Mother

Brother, Sister, Step Brother, Step Sister or their Spouse
Brother, Sister, Step Brother, Step Sister
Grandparent or their Spouse
Grand-parent
Step Grandparent or their Spouse
Step Grandparent
Grandchildren or their Spouse's Grandchildren
Uncle, Aunt or their Spouse
Uncle, Aunt
Nephew, Niece or their Spouse
Nephew, Niece
Current or Former Foster Parent
Current or Former Foster Parent
Current or Former Foster Children or their Spouse's Current or Former Foster Children
Current or Former Wards
Current or Former Wards
Current or Former Foster Parent, Guardian or Tutor and their Spouse
Current or Former Foster Parent, Guardian or Tutor

4.3

A member shall also receive a compassionate care leave **or caregiver leave** under the terms of this article to care for a gravely ill person who considers the member like a family member. This would include, but is not limited to, a neighbour or close friend. In this case a "Compassionate Care Leave Attestation" is required from the gravely ill person or their representative.

4.4

A member shall receive critically ill child leave under the terms of this article if he or she is the parent or family member of a critically ill child.

**Approved by the CAUT Council, April 2010;
Draft revision approved by the CAUT Executive Committee, November 2017.**

Endnotes

1. Your agreement should already have a policy which provides short-term family and personal leaves. See CAUT Policy Statement on Family and Personal Leave (2009).
2. CAUT recommends that your agreement contain a separate clause protecting privacy with respect to medical information. If your agreement does not contain such a clause, article 1.3 should be modified to protect the member's privacy.