

IN THE MATTER OF AN ARBITRATION

BETWEEN:

THE RIVER EAST TRANSCONA SCHOOL DIVISION,

(the "Employer")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3873,

(the "Union")

Before:

Keith D. LaBossiere, K.C. – Chair

Grant Mitchell, K.C. – Nominee for the Employer

Kathy McIlroy – Nominee for the Union

Appearances:

For the Employer: Fred Thiessen and Tamara Reimer

For the Union: Joshua Oguntuase, National Representative

AWARD

OVERVIEW

This is a policy grievance filed by the Union regarding the interpretation and application of the bereavement leave provisions within the Collective Agreement. The primary provision at issue, Article 15.04(a), states:

(a) An employee shall be granted up to five (5) days bereavement leave without loss of pay in the case of the death of a parent, spouse, child, brother, sister, mother-in-law, father-in-law, grandchild or grandparent. Where burial occurs

outside the area, the employer may, at its discretion, grant reasonable travelling time.

No objection was raised to this Board's jurisdiction to hear the grievance.

The parties agreed that the matter would proceed by way of submissions only, without *viva voce* evidence. Both parties filed detailed written submissions, in which they agreed that the question before the Board was as follows:

Is an employee entitled to bereavement leave in connection with the death of a qualifying relative, even if the death occurs during a non-working or mandatory closure, provided that the leave is reasonably related to the death?

Before the Board received oral submissions, the parties were able to reach consensus on a number of principles regarding the interpretation and application of Article 15.04(a). Those principles were set out as part of a Memorandum of Settlement, which was provided to the Board. The Board endorses the principles agreed upon by the parties and reproduces them here:

1. That Article 15.04(a) provides an entitlement of up to five paid days of bereavement leave upon the death of a qualifying relative, to be taken at a time reasonably connected to the death, having regard to matters related to the bereavement, such as funeral rights, memorial services, and/or other, reasonably related obligations. For clarity, a period of bereavement leave is not contingent upon the employee having been scheduled to work at the time of death;

3. The fact that a death occurs during a vacation, school closure, or other paid leave does not extinguish the entitlement under Article 15.04(a). The timing and number of bereavement leave days shall be assessed having regard to the purpose of bereavement leave and the requirement that the leave be reasonably connected in time and purpose to the death;

4. The number of days required will vary depending on the circumstances, and may be up to a maximum of five (5) paid days, if reasonably required for the purpose of bereavement;
5. The reasonableness of an employee's request for bereavement leave and the Divisions response will be gauged on an objective basis;
6. It is understood and agreed that this interpretation will no longer apply in the event that Article 15.04(a) is substantively revised upon renewal of the Collective Agreement;

The foregoing agreements narrowed the matters in dispute considerably.

The Board was advised that the only contentious issue remained the following statement, which had been discussed between the parties, but upon which they could not agree:

2. It is understood and agreed that bereavement leave is not intended to serve as a replacement for vacation leave, sick leave, or time off during a school closure.

At issue in the disputed statement is whether an employee who is already on leave from the workplace is able to replace that initial form of leave with bereavement leave where events occur that would ordinarily trigger a bereavement leave entitlement had the employee been at work.

The parties disagreed as to whether the Board ought to weigh in on that dispute. While the Union argued that the issue of converting other forms of leave to bereavement leave was beyond the scope of the grievance, the Employer insisted that this was the remaining matter in dispute between the parties and requested the Board's determination on the issue.

Ultimately, the Board concluded that it would determine whether an employee was entitled to substitute bereavement leave for another form of leave under the terms of the Collective Agreement.

It is clear from the declaratory relief requested by the Union that the issue of substitution (or conversion or replacement, however it is framed) was very much a live issue in this grievance. Even if the Union had not specifically intended to raise the conversion issue, this Board must have regard to the real dispute between the parties in accordance with section 121(1) of *The Labour Relations Act*, CCSM c L 10 [the *LRA*]. And it is apparent that the only real dispute at this time is whether an employee who is already on leave can take bereavement leave in its place.

Based on the terms of the Collective Agreement, the Board has concluded that an employee has no right to convert vacation, sick leave, or another form of leave to bereavement leave. It is clear from the language of the Collective Agreement, and particularly Article 13.03, that these parties specifically turned their minds to the circumstances in which one form of leave would be replaced with another. Notwithstanding that, the parties did not provide any ability to convert vacation leave, sick leave, or any other leave to bereavement leave.

Having failed to do so, the Board is not prepared to find any right to substitute bereavement leave for any other type of leave under the terms of this Collective Agreement.

THE SUBMISSIONS

As noted above, the parties were able to narrow the scope of the grievance considerably before presenting their oral submissions to the Board.

Therefore, while the Board has reviewed and considered the written submissions and authorities provided by each of the parties in detail, it is not necessary to reproduce them here in full. The Board has summarized the salient points of each party's position on the remaining matter in dispute.

Union's Submissions

The Union's primary position was that the question of conversion or substitution was beyond the scope of the grievance. The Union pointed out that the parties had expressly agreed upon the issue before the Board, that was:

Is an employee entitled to bereavement leave in connection with the death of a qualifying relative, even if the death occurs during a non-working or mandatory closure, provided that the leave is reasonably related to the death?

To answer that question, the Union argued, it was not necessary to consider whether an employee was entitled to take bereavement leave while on another form of leave from the workplace. The parties had already agreed:

3. The fact that a death occurs during a vacation, school closure, or other paid leave does not extinguish the entitlement under Article 15.04(a). The timing and number of bereavement leave days shall be assessed having regard to the purpose of bereavement leave and the requirement that the leave be reasonably connected in time and purpose to the death;

From the Union's perspective, this was sufficient to determine the grievance and no further determination was required.

The Union also emphasized that there was no evidence on the record for the Board to consider the conversion issue. The Union's position appeared to be that if an arbitrator were to consider this issue, it should only do so once an evidentiary record was available to provide proper context for the dispute.

In the alternative, the Union offered different language for consideration by the Employer and endorsement by the Board, which was effectively an acknowledgement that there is no automatic right to convert another form of leave to bereavement leave, but that any request for bereavement leave while an employee is already absent from the workplace be considered objectively, based on the purpose of the leave, and its connection in time and purpose to the death.

In the further alternative, during its reply submission, the Union pointed out that if the Board were to consider the conversion issue, there was nothing in the Collective Agreement that prohibited conversion of other leaves to bereavement leave. In the absence of an express provision to the contrary, the Union argued that an employee ought to be entitled to take bereavement leave while already on leave. On this point, the Union referred us to the decision in *Whitby Hydro Electric Commission and Power Workers' Union*, S.L. Stewart (September 29, 1997), (Unreported Ont Arb) [*Whitby*], which adopted similar reasoning.

The Union was then directed by a Board member to Article 13.03 of the Collective Agreement which, for reference, states:

Where an employee qualifies for sick leave involving hospitalization during the employee's period of vacation, taken when the employee would normally be at work, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be either added to the vacation period or reinstated for use at a later date. The employee shall provide proof of such hospitalization.

When asked, the Union rightly conceded that an employee would not be entitled to substitute sick leave for vacation leave under the Collective Agreement unless the particular circumstance in Article 13.03 – namely, hospitalization – was satisfied.

Nevertheless, the Union argued that collective agreements should not be interpreted in a strict legal manner. And, moreover, it emphasized that if the Employer's interpretation were correct, employees would lose the benefit or purpose of their vacation leave, which ought not occur.

Employer's Submissions

For its part, the Employer maintained that in order to answer the question that the parties agreed was properly before the Board, it was also necessary to consider the conversion issue.

The Employer relied upon section 121(1) of the *LRA* and argued that the true nature of the remaining dispute was whether an employee was entitled to bereavement leave when they were already on a leave from the workplace. The Employer urged the Board to determine this issue as the parties needed to know their rights and liabilities moving forward.

At the time of the hearing, the Employer did not have instructions upon the alternative language proposed by the Union in its closing submissions. The Board was

subsequently advised by the Employer that it did not agree to that language and the Employer requested the Board issue a decision on the conversion issue.

Relying on the principles of contractual interpretation, the Employer argued that contradictions and absurdities ought to be avoided. In this case, the Employer pointed out that the parties have expressly agreed when an employee is entitled to have their vacation replaced in the event of sick leave and hospitalization under Article 13.03. Having not agreed to any such replacement right for bereavement leave, the Employer argued that the Board ought not imply such a term into the Collective Agreement. It emphasized that these are sophisticated parties. If they had intended to provide for automatic conversion of vacation or another form of leave to bereavement leave, they would have bargained that benefit.

The Employer also noted that the Union had conceded that an employee is not entitled to bereavement leave during their summer lay-off period.

Finally, the Employer argued that the Union's interpretation would improperly eliminate the Employer's discretion under Article 15.04(a). If the Union were correct, and vacation could automatically be replaced with bereavement leave, the Employer said that it would lose all discretion. This, the Employer argued, could not be correct.

ANALYSIS

The first issue before the Board is whether we ought to even consider the question of conversion in this grievance.

Before turning to that issue, it is helpful, particularly in the absence of an evidentiary record, to provide a simple example of what the Board means when it refers to conversion or substitution: if an employee is on vacation and suffers a death in their family under Article 15.04, is the employee able to replace their vacation leave with bereavement leave? In practice, this would have the effect of restoring the employee's vacation bank, or extending their vacation leave, to the extent of the bereavement leave taken.

The Board accepts the Union's position that, strictly speaking, the issue of conversion is not essential to answer the question that the parties initially agreed was before us, that is:

Is an employee entitled to bereavement leave in connection with the death of a qualifying relative, even if the death occurs during a non-working or mandatory closure, provided that the leave is reasonably related to the death?

It is apparent that this question relates to the timing of the *death*, not the timing of the *leave*. It is clear from the authorities provided to the Board that these are two distinct concepts: see, for example, *Cariboo-Chilcotin and IUOE, Local 959*, J. B. Hall (January 13, 2021), (Unreported BC Arb). Therefore, based on the framing of the question alone, it would not be necessary for the Board to consider whether an employee is entitled to substitute or convert leaves.

However, that is not the end of the matter. While the Union insisted before us that it was not seeking a determination regarding an employee's ability to substitute or convert leaves, it is also clear from the Union's written submissions that the issue of

conversion was very much a live issue in the grievance. As the declaratory relief sought by the Union stated (emphasis added):

1. that Article 15.04(a) provides a mandatory entitlement of up to five paid days of bereavement leave upon the death of a qualifying relative, to be taken at a time reasonably connected to the death, funeral, memorial, or related obligations, and is not contingent on the employee having been scheduled to work at the moment of death;

2. that vacation or other paid leave is not a substitute for bereavement leave and does not extinguish or reduce the entitlement under Article 15.04(a) absent clear limiting language;

The foregoing declarations are aimed at two distinct issues. The first would have addressed the timing of death issue – bereavement leave is “not contingent on the employee having been scheduled to work at the time of death”. The second, however, relates to the timing of the leave and the interaction between bereavement leave and other forms of leave under the Collective Agreement. And in fact, the second paragraph is entirely reflective of the alternative argument presented by the Union during oral submissions – that is, in the absence of “clear limiting language”, an employee should not be prohibited from utilizing bereavement leave simply because they are on vacation or other paid leave at the relevant time.

For these reasons, the Board finds that the conversion or substitution issue falls squarely within the four corners of the grievance and the relief sought by the Union.

Even if we are incorrect on this point, however, the Board would nevertheless have exercised its jurisdiction in accordance with section 121(1) of the *LRA* to determine the real matter in dispute between the parties. By the time of oral

submissions, the parties had agreed that bereavement leave was not contingent upon the timing of death. It was very much clear, however, that the parties continued to disagree as to whether the timing of the leave impacted an employee's entitlement.

For its part, the Employer urged the Board to provide guidance on this issue so that the parties know their rights under the Collective Agreement. There was also a suggestion that the conversion issue could give rise to significant liability on the part of the Employer and, therefore, it was necessary to have the matter determined.

To be clear, given the Union's acknowledgement that employees on summer lay-off are not entitled to utilize bereavement leave (which, we note, is correct in our view), the Board does not expect this issue to arise regularly, nor do we anticipate it would give rise to significant liability on the part of the Employer.

Notwithstanding that, we do agree that the parties ought to know their rights under the Collective Agreement. The real matter in dispute between the parties remains whether an employee is entitled to take bereavement leave when already on a leave from the workplace. The Board has proceeded to determine that issue.

Each of the parties provided the Board with a number of decisions in which the conversion issue has been considered or commented upon: see *Whitby*; *Central Precision Ltd v USWA*, [1977] OLAA No 99 (Ont Arb); *Northern Telecom Canada Ltd and CWC*, I. Springate (October 20, 1996), (Unreported Ont Arb); *Federated Co-operatives Ltd v United Food and Commercial Workers' Union, Local 832*, [2003] MGAD No 13 (Man Arb) [*Federated Co-operatives*]; *Gray Forgings & Stampings Ltd and IUE, Local 557*, 1980 CarswellOnt 1223 (Ont Arb); *Springdale (Town) and NAPE*, 1993 CarswellNfld 405

(Nfld Arb) [*Springdale*]; *Rexcan Circuits Inc and CAW-Canada, Local 1538*, 2000 CarswellOnt 6257 (Ont Arb); *Motor Coach Industries and IAM, Local Lodge 1953 (Oliver)*, Re, 2005 CarswellMan 947 (Ont Arb) [*Motor Coach*]; and *Re Alcan Smelters and Chemicals Ltd. and Canadian Association of Smelter and Allied Workers, Local 1*, [1982] BCCA AAA No 243 (BC Arb).

Arising from these authorities are distinct and divergent approaches to the interpretation of bereavement leave entitlements. As summarized by Arbitrator Hamilton in *Federated Co-operatives*, at para 31:

As the authorities reveal, arbitrators have addressed the inter-relationship between bereavement and vacation leave over the years. Two distinct trends have emerged when interpreting bereavement leave provisions, one which recognizes it as an absolute benefit and the second which recognizes bereavement leave as a benefit but only to be paid and/or granted on certain conditions. This divergence of opinion has been distilled by some arbitrators into the "purposive" and "positive rights" approaches, the best expressions of these approaches being *Gray Forgings* and *Alcan* respectively. Another basic distinction revealed in the authorities is whether there is an absolute entitlement to bereavement leave upon the happening of a specified event (e.g. Minnesota) or whether the parties have revealed a common intention in their agreement that bereavement leave is really a form of indemnity for employees who suffer a loss of earnings by reason of their unavailability for work at a time of bereavement. ...

At this point, the Board pauses to note that it has significant sympathy for what is sometimes referred to as the "positive rights" approach. That approach recognizes that vacation leave is an earned benefit which entitles an employee to be away from work and which serves an entirely different purpose than bereavement leave. Where an employee is obligated to undertake bereavement responsibilities while on vacation, the

employee loses some benefit of the vacation. From our perspective, if a family death occurred while an employee is on vacation that would ordinarily trigger bereavement leave entitlements, the most compassionate approach would be for the employer to allow the employee to utilize bereavement leave, replace their vacation credits, and access those credits at another time.

However, the issue in this case is not what the Board believes to be most compassionate. As Arbitrator Hamilton went on to explain in *Federated Co-operatives*, while the “approaches” are helpful interpretative aids, the question in each case is one of collective agreement interpretation. There are an endless number of ways that parties can choose to describe bereavement leave entitlement and its interaction with other forms of leave. Ultimately, any ability to take bereavement leave while already on leave must turn on the common intention of the parties, as expressed in the specific language that they have used: see *Federated Co-operatives*, at para 31.

In this case, it is clear from Article 13.03 that the parties have expressly turned their minds to the circumstances in which an employee may replace vacation with another form of leave:

13.03 Where an employee qualifies for sick leave involving hospitalization during the employee's period of vacation, taken when the employee would normally be at work, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date. The employee shall provide proof of such hospitalization.

As rightly acknowledged by the Union before us, an employee is not entitled to replace vacation with sick leave in any circumstance, but only where the particular trigger in Article 13.03 – namely, hospitalization – has occurred.

It is also worth noting that sick leave entitlement under the Collective Agreement is much broader than the circumstances set out in Article 13.03, yet the ability to replenish a vacation bank is limited only to hospitalization. For reference, Article 14.01 describes sick leave and states:

14.01 Sick leave means the period of time an employee is absent from work with full pay because of being sick or disabled, or because of an accident for which compensation is not payable under The Workers Compensation Act or an Income Replacement Benefit from Manitoba Public Insurance Corporation.

The commonly accepted principles of collective agreement interpretation would suggest that if the parties had similarly intended an employee be able to replace vacation leave with bereavement leave, they would have expressly identified the circumstances in which that was to occur, just as they have in Article 13.03. Having not done so, the Board is left to conclude that no such intention existed and there is no entitlement to replace any form of leave with bereavement leave.

Notably, this interpretation is not in conflict with the “positive rights” approach highlighted above, but is actually contemplated by it. In *Whitby*, for example, which was provided to us by the Union, the Board stated (pp 10-11, emphasis added):

Having accepted the “positive rights” analysis, absent clear language indicating that there is no entitlement to bereavement leave when an employee is on vacation, it is our view that the two rights are properly viewed as co-existing. As

no such clear language exists in the Collective Agreement before us, it is our view that the analysis urged upon us by the Union is correct.

The difference, in this case, is that clear language does exist in Article 13.03 which exhibits the contrary intention.

In *Whitby*, for example, the Board was attempting to distinguish the circumstances before it from those that had existed in *Re Carleton Manor Inc and Canadian Union of Public Employees, Local 1587*, Kuttner (April 25, 1990), (Unreported Ont Arb) [*Carleton*]. The *Whitby* Board summarized the circumstances that existed in *Carleton* as follows (pp 8-9, emphasis added):

In [*Carleton*], the arbitrator expressly noted that the collective agreement provided for the extension of vacation in the cases of illness and holidays occurring during vacation. As it did not so provide in relation to bereavement leave, the arbitrator concluded that the proper interpretation of the provision of the collective agreement was that they did not contemplate pay for bereavement leave when the employee was on vacation.

The Board then went on to conclude that the provisions of the collective agreement before it were “not analogous” to those in *Carleton* (p 9).

In this case, by contrast, the circumstances appear to be directly analogous to those in *Carleton*. The parties have expressly agreed when vacation will be extended in the event of hospitalization when on sick leave. Having not done so in relation to bereavement leave, there is a clear intention that bereavement leave was not to be utilized to substitute or replace vacation leave, sick leave, or any other type of leave under the Collective Agreement.

A similar result was reached in *Springdale*, which was provided to us by the Employer. In that case, as in this case, the question was whether an employee already on leave was entitled to utilize bereavement leave in its place. Once again, the Board concluded (p 22):

The parties have specifically addressed the question as to displacement of vacation time by sick leave in Article 19.05. That article provides that a vacationing employee who becomes ill may unilaterally change his status from one of a vacationing employee to an employee on sick leave, provided certain conditions are met. ...

The Collective Agreement does not similarly provide for a displacement of vacation leave by bereavement leave.

I am of the view that had the parties intended such displacement to be able to occur, that they would have specifically provided for it as they did in the case of sickness.

Likewise, in *Motor Coach*, Arbitrator Riley quoted at length from the decision in *Chinook Health Region v CUPE, Local 408*, 2004 CarswellAlta 1879 (Alta Arb) [*Chinook*], and summarized the conclusion in that case as follows (para 13):

In finding that the bereavement leave clause in the agreement did not require extending vacation leave, the arbitrator pointed out that two other provisions in the agreement expressly called for extension of vacation leave in certain circumstances. "Because there is no similar language in the bereavement leave provision, it must be taken that a similar extension was not intended."

The interpretative approach taken by this Board, therefore, finds strong support in the authorities that were placed before us. In light of Article 13.03, we reiterate that had the parties similarly intended bereavement leave to extend or replace vacation

leave, sick leave, or other types of leave, the parties would have expressly included such language. Having not done so, we are left to conclude that no such intention existed.

Finally, however, our analysis requires further comment about the circumstances in *Federated Co-operatives*, provided to us by the Employer.

In some respects, *Federated Co-operatives* appears to be an outlier – the collective agreement in question similarly contained a provision that provided for the replacement of vacation leave with sick leave in specific circumstances (see para 11(13)) and no comparable provision existed to allow for the substitution of bereavement leave (or “pressing emergency leave” as it was referred to in that case) (see para 41). The employer in that case argued that had the parties intended an employee to be able to utilize bereavement leave in the place of vacation leave, they would have included a similar provision in respect of bereavement leave.

Arbitrator Hamilton, however, did not accept that argument. For our purposes, it is sufficient to note that one of the two reasons it was not accepted was due to the particular language of the pressing emergency leave provision in that case which, for reference, stated (emphasis added):

A special leave of absence with pay shall be granted in cases of pressing emergency. Pressing emergency shall be confined to cases of serious sickness, death or accident to the immediate family of the employee. ... Such leave may not be granted for periods exceeding ten (10) days, except by authorization of the Human Resources Manager.

Arbitrator Hamilton pointed to the absence of any “specific words of limitation” that would have suggested that the parties’ intention was to “indemnify” an

employee for lost wages during their regularly scheduled work. According to Arbitrator Hamilton, terms suggesting an intention to indemnify an employee would have included “consecutive working days”; ‘up to’; or ‘day of the funeral’ type of conditions” (para 41). Had such language been used, Arbitrator Hamilton indicated he may have reached a different result (para 41):

If there had been specific words of limitation in the first paragraph to support a finding that the parties common intention was to ‘indemnify’ an employee for loss of wages from his/her regular schedule then the combination of Article 20.08 and such words of limitation/indemnity would have been supportive of [the Employer’s interpretation].

In this case, “words of limitation” (to use Arbitrator Hamilton’s term) have been used by the parties in Article 15.04(a) – namely, the term “up to”. According to Arbitrator Hamilton, that term, in combination with language similar to that of Article 13.03, may have been sufficient to lead to a different result in *Federated Co-operatives*.

On this basis alone, therefore, the circumstances of *Federated Co-operatives* are properly distinguishable. While we would not put as much emphasis on the phrase “up to” as Arbitrator Hamilton may have when assessing whether an employee can utilize bereavement leave while on vacation leave, we do highlight that there is nothing in the language of Article 15.04 to suggest that the parties intended an entitlement to bereavement leave to be mandatory, even while on vacation, sick leave or other form of leave. Further, when read in combination with Article 13.03, it is clear that the parties had no intention of allowing for the substitution of bereavement leave for other forms of leave.

CONCLUSION

In conclusion, based upon the language negotiated by these parties, we have found that there is no right for an employee to substitute bereavement leave for another form of leave under the terms of the Collective Agreement.

In practice, this means that if an employee is on vacation leave, sick leave, or some other form of paid leave and circumstances arise that would ordinarily give rise to an entitlement to bereavement leave, the employer is not obligated to substitute bereavement leave in its place and replenish the employee's banks to the extent of the bereavement leave.

To be clear, this is a clarification of the principles agreed upon by the parties, and not a modification of them. Where a death occurs while an employee is not working, and the employee requests bereavement leave during a period when they would be working, the principles enunciated by the parties govern that request.

An illustrative example may be helpful. If, for example, a qualifying death in the family occurred on December 25, and a funeral was held before the employee returned to work from the Christmas break (or a vacation break, if the death and funeral occurred during the scheduled vacation), there would be no addition to vacation credits on account of the bereavement entitlement. On the other hand, if the death occurred during scheduled absence and the funeral-type event occurred during scheduled working time, the employee would be entitled to be absent from work with pay in order to attend that event.

Finally, it will be clear from our comments above that our interpretation of the Collective Agreement is distinct from our view as to what may be the most compassionate way to address the interaction between bereavement leave and other forms of leave.

While it is true that there is no right for an employee to necessarily "enjoy" their vacation, practically speaking, it is undeniable that the death of a family member listed in Article 15.04 would impact an individual during a vacation.

In light of this, the parties may wish to consider in the future whether a provision similar to Article 13.03 ought to be negotiated to allow employees to access bereavement leave while on vacation in certain circumstances. That, however, is a matter for collective bargaining and is not for this Board to determine.

We thank the parties for their detailed submissions and commend them for being able to reach consensus on much of this dispute.

DATED this 24th day of August, 2026.



Keith D. LaBossiere, K.C, Chair



Grant Mitchell, K.C., Nominee for the Employer

Dissent follows

Kathy McIlroy, Nominee for the Union

IN THE MATTER OF AN ARBITRATION

BETWEEN:

THE RIVER EAST TRANSCONA SCHOOL DIVISION,

(the “Employer”)

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3873,

(the “Union”)

Before:

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Kathy McIlroy – Nominee for the Union

Appearances:

For the Employer: Fred Thiessen and Tamara Reimer

For the Union: Joshua Oguntuase, National Representative

DISSENT

The ordinary and usual meaning of the words used in the collective agreement should be the governing principle in its interpretation. In this agreement, Article 15.04(a) contains no language tying eligibility for bereavement leave to being scheduled to work when the death occurs. In addition, the article contains no temporal limitation such as “consecutive working days,” “immediately following death,” or “on working days only.”

The entitlement is mandatory upon the event of death of certain relatives. The listed relatives constitute the only restriction expressed in the article. The majority award imposes a restriction on the wording of the article which it does not contain. The usual and ordinary meaning of the wording of the collective agreement should be the governing principle in its interpretation.

I therefore dissent.

DATED this day of August, 2026



Kathy McIlroy, Nominee for the Union