

ARTICLE 37: LEAVES OF ABSENCE

37.01 Sabbatical Leave

- 37.01.01 A Sabbatical Leave enables a member to seek intellectual invigoration, to improve teaching effectiveness, and to pursue research and other scholarly activities, for the mutual benefit of the member and the University.
- 37.01.02 Tenured members shall be eligible for a Sabbatical Leave after completing six academic years of full-time service with the University uninterrupted by a Sabbatical or Study Leave, except as provided in 37.01.06, the taking of which is subject only to the following conditions:
- (A) arrangements satisfactory to the Department/School and the Dean can be made to cover the member's absence. Normally a leave will not be denied for this reason more than once;
 - (B) the academic activities proposed by the member are approved by the Dean on the basis of their academic merit; and,
 - (C) the accomplishments of the member on previous Sabbatical Leaves taken under the terms of this Agreement reasonably fulfilled the member's Sabbatical responsibilities.
- 37.01.03 A tenured member seeking Sabbatical Leave shall submit a written application to the Dean by October 1st of the year immediately preceding the academic year for which the leave is requested and shall include the following information:
- (A) the period of the leave;
 - (B) a statement of the proposed academic activities and of their academic value to the member and to the University;
 - (C) a description of the way in which the member's accomplishments will be recorded and reported to the Dean and to the member's colleagues; and,
 - (D) if external funding is required for the completion of the proposed academic activities, the potential sources of that funding shall be indicated.
- 37.01.04 The President shall notify the applicant in writing and before December 15th whether the Sabbatical Leave has been approved, and shall state the reasons for any non-approval of the Sabbatical Leave application. Approval of a Sabbatical Leave shall not be unreasonably withheld. A successful applicant may be asked by the Dean to postpone his/her Sabbatical Leave, but such year(s) of

postponement shall be credited toward the subsequent Sabbatical Leave. A successful applicant may cancel the Leave by notifying the President in writing no later than January 31st, after which a requested cancellation by the member may be granted at the discretion of the President.

- 37.01.05 A Sabbatical Leave is for a period of twelve months, commencing on July 1st, or for a period of six months, commencing on either July 1st or January 1st. No portion of the academic year in which a Sabbatical Leave is taken shall count toward the years of eligibility entitlement pursuant to 37.01.02. A Sabbatical Leave includes the appropriate vacation entitlement proportional to the length of the Leave.
- 37.01.06 A member who takes a twelve-month Sabbatical Leave shall receive 85% of his/her Regular Salary. Upon his/her return all accumulated years of eligibility entitlements shall be exhausted. A member who takes a six-month Sabbatical Leave shall receive one hundred percent of his/her Regular Salary, and upon his/her return all accumulated years of eligibility entitlements except two shall be exhausted. The member may apply to receive part of this remuneration as a research grant to cover his/her research and travel expenses; applications are available in the Office of Research.
- 37.01.07 A member on Sabbatical Leave shall continue, subject to the terms of such policies, to be covered by the University's group benefit plans, and the University shall continue its normal contributions toward the premium costs for such plans.
- 37.01.08 The University and the member shall continue normal percentage contributions toward the member's pension plans (University and C.P.P.) based on the member's Regular Salary. The period of Leave shall be included as credited years of service in determining University Pension benefits.
- 37.01.09 A member on Sabbatical Leave shall receive any across-the-board scale increments paid to members of the same rank and shall remain eligible for Career Development Increments.
- 37.01.10 Time spent on any other type of leave with a period of more than six months, including Long Term Disability Leave, but excluding Maternity/Parental/Adoption Leave (pursuant to Article 37.04.01) shall not count toward the eligibility requirement of six years full-time service, but such leaves are considered not to break the continuity of years accumulated.
- 37.01.11 Members on Sabbatical Leave shall continue to be members of the bargaining unit and shall continue to have dues deducted from their salaries.
- 37.01.12 While on Sabbatical Leave a member may accept, with the prior written permission of the President, paid employment outside Lakehead University. Permission to accept outside employment

which is related to the academic purposes for which the Sabbatical Leave was granted shall not be unreasonably withheld.

- 37.01.13 Immediately following completion of a Sabbatical Leave, the member is required to return to the University for a period equal to the length of the Leave taken or to satisfy some other arrangement that is mutually acceptable to the member and the Board. In the event that a member retires, resigns or abandons his/her position with the University and does not fulfil the commitment to return to the University following his/her Leave, the member shall be obliged to repay the Board all monies received during the Sabbatical Leave. In such a case, should the commitment to return be partially fulfilled, the amount of the repayment shall be calculated on a prorated basis.
- 37.01.14 Faculty members who have been appointed to Lakehead University directly from service at another university shall be granted credit equal to one-half of the number of years of sabbatical credit accumulated at the previous university (calculated in accordance with this Agreement), to a maximum of two years, in determining years of service for Sabbatical Leave entitlement at Lakehead University.
- 37.01.15 Within two months following the end of the sabbatical period, the member will provide his/her Dean with a written report documenting the member's accomplishments during the Leave (in accordance with Article 37.01.03 (C)).
- 37.01.16 Members are required to submit an Annual Report in accordance with Article 16.06.

37.02 **Study Leave**

- 37.02.01 A Study Leave with pay is granted to enable the member to pursue a program of study of benefit to the member and in order to meet specific needs of the University. The Board may request that a member apply for Study Leave.
- 37.02.02 Study Leave periods may vary. Vacation entitlement shall be proportional to the length of the Leave.
- 37.02.03 A member on Study Leave shall receive 13.33% of his/her Regular Salary for each year of service in the University uninterrupted by a Sabbatical or Study Leave, to a maximum of 80% of his/her Regular Salary. Effective July 1, 2004, this will increase to 14.17% for each year of service to a maximum of 85% of his/her Regular Salary. Time spent on any other type of leave with a period of more than six months, including Long Term Disability Leave, shall not count toward the eligibility requirement of three years, nor toward years of service for the purpose of determining salary while on Study Leave.
- 37.02.04 A member on Study Leave shall continue, subject to the terms of such policies, to be covered by the University's group benefit plans,

and the University shall continue its normal contributions toward the premium costs for such plans.

- 37.02.05 At the member's option, the University and the member shall continue normal percentage contributions toward the member's pension plans (University and C.P.P.) based on the member's Regular Salary. If normal pension contributions are continued, the period of the Leave shall be included as credited service in determining University Pension benefits.
- 37.02.06 A member on Study Leave shall receive any across-the-board scale increments paid to members of the same rank and shall remain eligible for Career Development Increments.
- 37.02.07 Members on Study Leave shall continue to be members of the bargaining unit and shall continue to have dues deducted from their salaries.

Articles Applicable to Faculty Members

- 37.02.08 Members with three years service in the University or who are requested by the Board to apply for Study Leave are eligible for Study Leave.
- 37.02.09 A member seeking Study Leave shall submit a written application to the Dean by October 1st of the year immediately preceding the academic year for which the Leave is requested. Applications may be accepted after October 1st at the discretion of the Dean. The application shall include the following information.
- (A) the period of the Leave;
 - (B) a statement of the proposed program of study and of its academic value to the member and to the University; and,
 - (C) the way in which the member's accomplishments will be reported to the Dean.
- 37.02.10 The President shall notify the applicant in writing and before December 15th whether the Study Leave has been approved, and shall state the reasons for non-approval of such an application. A successful applicant may cancel the Leave by notifying the President in writing no later than January 31st, after which a requested cancellation by the member may be granted at the discretion of the President.
- 37.02.11 Immediately following completion of Study Leave, a member shall be required to return to the University for one year. Except in the case of death, a member who fails to return shall be required to reimburse the Board for all or part of the compensation received by the member pursuant to 37.02.03, 37.02.04, and 37.02.05.
- 37.02.12 While on Study Leave a member may accept, with the prior written permission of the President, paid employment outside Lakehead

University. Permission to accept outside employment which is related to the approved program of study for which the Study Leave was granted shall not be unreasonably withheld.

- 37.02.13 The Dean shall arrange a career planning meeting with each member who is required by letter of appointment to pursue a terminal degree through a study leave option. The meeting shall be convened no later than the end of his/her second year of service at the University and shall include the Dean, the member and the member's Chair/Director.
- 37.02.14 Within two months following the end of the Study Leave, the member will provide his/her Dean with a written report documenting the member's accomplishments during the Leave (in accordance with Article 37.02.09 (C)).
- 37.02.15 Members are required to submit an Annual Report in accordance with Article 16.06.

Articles Applicable to Librarian Members

- 37.02.16 A member with a continuing appointment who has three (3) years' service in the University, or who is requested by the Board to apply for Study Leave, shall be eligible for Study Leave. Additional criteria include the member's professional performance while at the University and the ability of the Library to make satisfactory arrangements to cover the member's absence.
 - 37.02.16.01 A member seeking Study Leave shall submit a written application to the University Librarian six (6) months prior to the proposed leave. The application shall include the following information:
 - (A) the period of the leave;
 - (B) a statement of the proposed program of study and of its professional value to the member and to the University; and
 - (C) the way in which the member's accomplishments will be reported to the University Librarian.
 - 37.02.16.02 Four (4) months prior to the proposed leave, the applicant shall be notified in writing whether the Study Leave has been approved and shall be advised of the reasons for non-approval of such an application. A successful applicant may cancel the leave by notifying the University Librarian in writing no later than three (3) months prior to the proposed leave, after which a requested cancellation by the member may be granted at the discretion of the Board.

- 37.02.16.03 Immediately following completion of Study Leave, a member shall be required to return to the University for six (6) months if the leave was less than four (4) months' duration and for one (1) year if the leave was four (4) months or more in duration. Except in the case of death, a member who fails to return shall be required to reimburse the Board for all or part of the compensation received by the member pursuant to 37.02.03, 37.02.04 and 37.02.05.
- 37.02.16.04 The Board shall inform the Association of the names of members granted Study Leave, the purpose of the leave and the duration of the leave.
- 37.02.16.05 The time periods set out in 37.02.16.02 and 37.02.16.03 may be shortened at the discretion of the University Librarian.

37.03 **Leaves of Absence Without Pay**

- 37.03.01 Leave of Absence Without Pay may be granted to a tenured member or to a member holding a second probationary appointment for a period of time mutually agreeable to the Board and the member.
- 37.03.02 Leave of Absence Without Pay may be granted to a librarian member with a continuing appointment for a period of time mutually agreeable to the Board and the member.
- 37.03.03 Leave of Absence Without Pay may be granted for the following reasons:
 - (A) professional activities intended to improve the member's qualifications and thereby enhance his/her value to the University;
 - (B) to provide professional service on a full-time basis to a governmental or other outside agency; or,
 - (C) for other good and sufficient purpose.
- 37.03.04 If the member's application for Leave of Absence Without Pay satisfies the requirements of 37.03.03, the granting of such leave shall be subject to the provision that the Department/School and the Dean or the University Librarian in the case of a librarian who has satisfactory performance while at the University, can make satisfactory arrangements, which may include the appointment of a replacement, to cover the member's responsibilities to the University.
- 37.03.05 A member desiring Leave of Absence Without Pay shall apply in writing to the Dean with a copy to the Chair/Director or in the case of

librarians to the University Librarian with a copy to the department head, where applicable, stating the purpose and duration of the leave. The application should be submitted at least six months prior to the commencement date of the leave. Within three months of the date of receipt of the member's application for Leave of Absence Without Pay, he/she shall be notified in writing by the President whether his/her request will be granted, or alternatively, of the status of the consideration being given to the application. Consideration will be given to a request by an applicant who has been given a Leave of Absence Without Pay to forego or alter the dates of such a leave, but the arrangements made to cover the member's responsibilities to the University may preclude the granting of such a request.

37.03.06 If a Leave of Absence Without Pay does not exceed thirty-one calendar days, the Board and the member shall continue to make contributions towards the benefit programs in which the member is participating pursuant to this Agreement. If such Leave of Absence Without Pay exceeds thirty-one calendar days, the member shall be entitled but not required to maintain membership in the benefit programs in which he/she was enrolled immediately prior to such Leave of Absence Without Pay, provided that the benefit programs so permit and that the member pays the total cost involved.

37.03.07 A member taking Leave of Absence Without Pay for the reasons listed under 37.03.03(A) and (B) shall receive, on returning to the University, the salary he/she received at the time of taking the Leave plus any across-the-board scale increments paid to members of the same rank during his/her absence, and shall be eligible for Career Development Increments awarded during the period of the Leave. A member taking Leave of Absence Without Pay under 37.03.03(C) shall receive, on returning to the University, the salary he/she received at the time of taking the Leave plus any across-the-board scale increments paid to members of the same rank during his/her absence, but shall not be eligible, unless otherwise agreed to in advance by the Board, for Career Development Increments awarded during the period of the Leave.

37.03.08 While on Leave of Absence Without Pay, the member is responsible for the payment of his/her union dues directly to the Association.

37.03.09 The time periods set out in 37.03.05 as applicable to Librarians may be shortened at the discretion of the University Librarian.

37.04 **Other Leaves**

37.04.01 **Maternity/Parental/Adoption Leave**

(A) A female member who has been employed by the Board for at least thirteen weeks preceding the estimated date of delivery is entitled to seventeen weeks of unpaid leave of absence for pregnancy. Such leave may be commenced up to seventeen weeks before the expected date of delivery. A member wishing to take maternity leave shall provide her Dean/University Librarian with two weeks notice in

writing of the date the leave is to begin, together with a medical certificate estimating the day of delivery.

- (B) A member who becomes the parent of a child and who has been employed by the Board for at least thirteen weeks is entitled to a thirty-five week unpaid parental leave following the birth of the child or the coming of the child into the parent's custody, care and control for the first time. A member shall provide his/her Dean/University Librarian with two weeks notice in writing prior to the commencement of the leave.
- (C) A faculty member who has held a probationary or tenured appointment for one year or a librarian member who has held a continuing appointment for one year, shall for a seventeen week period have her maternity benefits payable under the Employment Insurance Act topped up to 95% of the member's regular salary. All payments made under this policy must be in accordance with the agreement that is filed by the University with the applicable federal regulator.
- (D) A faculty member who has held a probationary or tenured appointment for one year or a librarian member who has held a continuing appointment for one year is entitled to twelve (12) weeks for Adoption or Parental leave topped up to 95% of the member's regular salary provided he/she meets the eligibility criteria for Employment Insurance. The member shall receive the difference between Employment Insurance benefits and 95% of his/her regular salary during this period. Should a child be the natural child of one of the two parents, and is adopted by the spouse of the natural parent, the spouse shall not be entitled to this leave. Should both parents be employees of the University, the parental leave may be split in accordance with prevailing legislation.
- (E) Maternity/Parental/Adoption Leave with supplemental salary is granted on the understanding that the member shall return to the University after his/her Leave. In the event that a member is unwilling or unable to make the commitment to return to the University following his/her Leave or cannot fulfil the requirements above, Maternity/Parental/Adoption Leave shall be taken without supplemental salary. If a member has received top-up Maternity/Parental/Adoption benefits and does not fulfil his/her obligation to return to the University, he/she shall be obliged to repay the Board for any supplemental monies received during his/her Leave. The amount of such required repayment shall be calculated on a pro-rata basis. Any member who tenders his/her resignation pursuant to 34.04 prior to such Leave shall not be eligible for the top-up benefit.
- (F) A member is entitled to five days paid leave within two weeks of the birth of his/her partner's child provided he/she does not take Parental Leave.

- (G) A member who has taken Maternity/Parental/Adoption Leave may elect to have academic appointment decisions related to his/her renewal, tenure, and/or promotion delayed for one (1) year for each leave. The member must make this election in writing and submit the election prior to the commencement of the Leave.
- (H) A member taking leave pursuant to 37.04.01 (C) or (D) shall give his/her Dean/University Librarian at least two weeks' written notice of the taking of the leave. A member shall confirm in writing to the Dean or University Librarian the duration and reasons for such leave upon his/her return to the University.
- (I) A member who is on any other form of approved leave, whether paid or unpaid, is not eligible for leave pursuant to 37.04.01(C) or (D).
- (J) The Dean or University Librarian may authorize unpaid extensions to leaves pursuant to this Article.

37.04.02 Jury and Witness Leave: A member who is called for jury duty or is compelled by subpoena to attend as a witness before any body in Canada, except in cases involving personal litigation, shall be granted a leave of absence with pay. The member shall inform the Dean and Chair/Director or University Librarian as soon as possible after receiving notification of being called, and shall supply the Dean or University Librarian with a copy of the summons. The member and the Department shall make alternate arrangements to meet his/her teaching or professional responsibilities. The member shall remit to the University all compensation received for service as a juror or witness, other than amounts received for travelling and/or living expenses.

37.04.03 Compassionate and Special Leave:

- (A) A member is eligible for a leave of absence with pay for up to three days in a case of grave illness or death of a family member. In addition to a family member as described in Article 2, the provisions of this Article shall also apply to the step-parent or foster parent of the member or the member's partner, step-child or foster child of the member or the member's partner and step-brother or step-sister of the member or the member's partner. An additional two days of paid leave may be granted by the Dean or University Librarian in cases of demonstrated need. The member shall notify his/her Chair/Director or Dean, or University Librarian, when Compassionate Leave is required, and shall confirm in writing to the Dean or University Librarian the duration and reason for such leave upon his/her return to the University. A member who is on any other form of approved leave, whether paid or unpaid, is not eligible for Compassionate Leave.
- (B) An unpaid Compassionate Leave of absence for up to eight weeks shall be granted in a case of serious illness of a member's family member declared by a physician to be facing a

serious risk of death within 26 weeks. A family member is as defined in Article 2 of the Agreement or included in the relevant Canadian Government EI benefit definition.

- (C) A member is entitled to take up to one day per academic year for a paid Special Leave for appointments with a dental or medical specialist, a family member's sudden illness, surgery, or accident; the death of a close friend or a relative, or a home emergency.

37.04.04 Sick Leave:

- (A) In the event of an illness or injury which causes a member who is a full-time employee to be unable to perform his/her regular duties, the Board shall continue payment of Regular Salary and fringe benefits to the extent of one month's salary for each year of past service, to a maximum of four months. Partial years of service will entitle the member to sick leave pay on a pro rata basis.
- (B) The available total of sick leave months will equal the member's years of service less sick leave already taken. Unused Sick Leave entitlement is not cashable at any time.
- (C) A member who is absent from work due to illness or injury shall notify his/her immediate supervisor (Chair, Director, Dean, or University Librarian) as soon as possible of such absence and its estimated duration. A work-related illness or injury must be reported immediately to his/her immediate supervisor.
- (D) When an absence from work due to illness or injury exceeds five (5) consecutive days, or where there are frequent absences of a shorter duration, a member may be required to provide a physician's statement verifying the illness or injury and identifying any restrictions, limitations and/or precautions that may be required. If the "Lakehead University Employee Medical/Work Limitation Form" is used, the member will be reimbursed by the Board for the cost of completing the form.
- (E) When an absence from work due to illness or injury exceeds five (5) consecutive days, the absence must be reported by the member's immediate supervisor to Human Resources.
- (F) While on Sick Leave, the member may be required to undergo medical examinations by doctors appointed and paid by the Board in order to continue on Sick Leave or to return to work.

37.04.05 Disability Leave: A member who is totally disabled shall be placed on Disability Leave when he/she qualifies for benefits under the University's Long-Term Disability Insurance Plan. While he/she continues to receive L.T.D. benefits, the member shall continue to participate in benefit programs provided the benefit programs so permit. During the first twenty-four months of such Disability Leave the member shall retain the right to resume his/her normal duties.

After twenty-four months of such Disability Leave the member shall lose the right to resume his/her normal duties. During the subsequent twenty-four months the Board shall give preference in filling University positions to a member on Disability Leave who ceases to be totally disabled, and who applied for and is reasonably qualified to meet the requirements of the vacant position.

37.04.06 Partial Leave: A member may apply for a Partial Leave with reduced workload and pro-rated salary and benefits. A Partial Leave may allow the members, among other things, to undertake research, exchanges or fellowships. Prior to seeking approval for a Partial Leave, details concerning pro-rated benefits shall be discussed with Human Resources. The terms of the Partial Leave, including the details of the reduced workload and pro-rated salary shall be agreed to in writing by the member, his/her Chair/Director and the Dean, or by a librarian his/her department head where applicable and the University Librarian, and shall require the written approval of the President. Arrangements concerning the member's pro-rated benefits must be finalized in consultation with Human Resources prior to the commencement of the Partial Leave. Normally a Partial Leave shall be for a period of not less than one full academic term for a faculty member or four (4) months for a librarian. While on Partial Leave the member shall retain membership in the bargaining unit and shall continue to enjoy all other rights and benefits of employment, including salary increments, on a pro rata basis where applicable. A request for Partial Leave from a Librarian which would result in a workload of less than twenty-one (21) hours per week should not be considered.

37.04.07 Political Leave: A tenured member or a librarian on continuing appointment shall be granted Political Leave for the purpose of seeking election to a municipal, provincial or federal office. As far in advance as possible the member shall submit to the Dean or University Librarian a written request for either a partial or full-time leave from his/her teaching, professional and other scheduled responsibilities. The granting of such leave shall be subject only to the provision that the Department/School and the Dean or University Librarian can make satisfactory arrangements to cover the member's responsibilities to the University. Full-time Political Leave in order to seek election is granted without pay. The provisions of 37.04.06 will apply in the case of a Partial Leave granted for such purpose. A tenured member or a librarian on continuing appointment elected to the Parliament of Canada, the Legislature of Ontario, or the Mayoralty of Thunder Bay or Orillia shall be required to take Political Leave without pay, to a maximum of six years. At the expiration of the sixth year, or earlier if the member ceases to hold office, he/she shall either resign or be deemed to have resigned from his/her University position, unless he/she returns to full-time service with the University, but he/she may be granted additional Political Leave without pay at the discretion of the Board. If a Political Leave does not exceed thirty-one calendar days, the Board and the member shall continue to make contributions towards the

benefit programs in which the member is participating pursuant to this Agreement. If such Political Leave exceeds thirty-one calendar days, the member shall not be entitled to maintain membership in these benefit programs; the member shall have the right to make voluntary contributions to the University Pension Plan, subject to the terms of the Plan.

A member taking Political Leave shall retain his/her tenured rank or librarian rank, and on returning to full-time service with the University shall receive the salary he/she received at the time of beginning the leave, plus any across-the-board scale increments paid to members of the same rank during his/her absence, but shall not be eligible for Career Development Increments paid during the period of the Leave. In the case of librarians, if the Political Leave exceeds thirty-one (31) calendar days, the returning member may not be assigned the same duties or position, nor be assigned to the same department, as applied prior to the leave.