

## ARTICLE 20 - SABBATICALS AND LEAVES

### IV.5 Leaves and Sabbaticals and Leaves

#### IV.5.1 Definitions

- (a) A leave is a period of absence by a member from duties provided in IV.1, authorized by the Board for a specified period of time and under conditions laid down by this Agreement.
- (b) A sabbatical leave is a paid leave for purposes of research and scholarly development, granted in accordance with the provisions concerning entitlement and authorization as defined in this Agreement.
- (c) A research leave is equivalent to, and carries the same conditions, benefits and obligations as a sabbatical leave, except as noted elsewhere in this Agreement and except that a research leave is based on banked course releases rather than EYS.
- (d) An academic unpaid leave is a leave for purposes of scholarly research or for teaching and research, other than as provided in IV.2.3.1, during which benefits shall continue as provided in this Agreement.
- (e) A general unpaid leave is a leave granted for purposes other than scholarly research or teaching, during which **only such** benefits shall continue as provided **for under IV.5.3.4.1. in this Agreement.**

#### IV.5.2 Sabbatical Leaves

##### IV.5.2.1 Duration

A sabbatical leave shall be for a unit of six (6) or twelve (12) months. **Sabbatical leaves shall commence on July 1 or January 1.** For librarian members only, a six (6) month leave may be divided into two (2) units of three (3) months provided that no librarians are thereby displaced, without their consent, from their place on the three-year plan.

##### IV.5.2.2 Accumulation of EYS

IV.5.2.2.1 A member shall be accredited with one-half (1/2) Earned Year of Service (EYS) for each six (6) months of service to the University, including any period of sabbatical leave.

- IV.5.2.2.2 A member shall be accredited with one-half (1/2) EYS upon return to duties following an approved Maternity Leave.
- IV.5.2.2.3 A member shall be accredited with one-half (1/2) EYS for each six (6) months of unpaid academic leave up to a maximum of two (2) EYS ~~for any continuous period of such leaves~~ **over the course of a member's employment.**
- IV.5.2.2.4 A member shall be accredited with one-half (1/2) EYS for each year of full-time ~~service or equivalent~~ **employment at another university or post-doctoral appointment** at another university (a) subsequent to the most recent sabbatical or paid leave from such an institution or (b) since initial appointment if no sabbatical or paid leave has been taken, prior to the member's service at Trent University, up to a maximum of three (3) EYS. Allocations of EYS prior to the effective date of this Agreement shall not be subject to reconsiderations under this provision.
- ~~IV.5.2.2.5 Upon being granted a first sabbatical leave while holding an appointment at Trent University, a member with two (2) or fewer years of full-time service at another university, or none, shall be accredited with one (1) additional EYS towards that first leave. A member with three (3) or more years of full-time service at another university shall be accredited with an additional one-half (1/2) EYS towards that first leave.~~
- IV.5.2.2.6 The service of members with part-time appointments shall earn EYS at the same rate as others (see IV.5.2.2.1), according to the length of service, not prorated. However, the percentage of salary to be paid during sabbatical leave (see IV.5.2.7) shall be a percentage of the full-time nominal salary prorated to the portion of full-time service corresponding to each period of EYS accreditation.
- IV.5.2.2.7 Upon being granted a sabbatical leave, a member may elect to use any number of previously-accredited EYS towards that leave, and the number of EYS to be used shall be indicated by the member prior to the commencement of the leave. Any accredited EYS not so used shall be banked and may be used for a subsequent sabbatical leave.
- IV.5.2.2.8 Notwithstanding any specific EYS entitlements which may be set out in this Agreement, no member may accumulate EYS in excess of fifteen (15).
- IV.5.2.2.8a Notwithstanding any specific EYS entitlements which may be set out in this Agreement, no one who becomes a member of the bargaining unit after having been hired to Trent University as an academic administrator**

**shall be entitled to receive any EYS for previous service at another university upon entering for the first time into the bargaining unit, or for any additional EYS towards a first sabbatical.**

**IV.5.2.2.8b Notwithstanding any specific EYS entitlements which may be set out in this Agreement, no member may be granted a sabbatical prior to being granted tenure.**

**IV.5.2.2.8c Notwithstanding any specific EYS entitlements which may be set out in this Agreement, a member is required to return to the university for a period of no less than the period of his/her sabbatical leave prior to retirement.**

~~IV.5.2.2.9 A member, including a member with a part-time appointment, shall be accredited with an additional EYS at the end of the academic year in which age 60 is attained. Notwithstanding IV.5.2.2.6, for the purposes of computing EYS for a member on a reduced-time appointment (Article III.3.4) or Voluntary Early Partial Retirement (Appendix D), the additional EYS at age 60, when paid out during sabbatical leave, shall not be prorated to the portion of reduced service. No EYS shall be accredited to a member during the last two (2) years before normal retirement date.~~

IV.5.2.2.10 Accumulated EYS credits shall not be the basis for any claim to compensation upon a member's retirement, death, resignation, or a member's leaving 4 University following denial of tenure or dismissal for cause.

#### IV.5.2.3 Eligibility

IV.5.2.3.1 To be eligible for a six-month sabbatical leave, a member shall have accumulated three (3) EYS, in addition to any EYS granted under IV.5.2.2.4, by the time the leave would commence.

IV.5.2.3.2 To be eligible for a twelve-month sabbatical leave ~~or two (2) successive six-month sabbatical leaves~~, a member shall have accumulated six (6) EYS, including any EYS granted under IV.5.2.2.4, by the time the leave would commence.

#### IV.5.2.4 Entitlement

A member shall be entitled to a sabbatical leave when the procedures under IV.5.2.5.1 have been carried out, including written authorization from the Board to take such sabbatical leave.

IV.5.2.5 Scheduling

IV.5.2.5.1(a) Departmental/Program/Library Plans

- i) After review by the Department/Program/Library Personnel Committee, and approval by the Departmental/Program/Librarians' Committee, a departmental/program/library plan for sabbaticals shall be submitted to the Dean/**University Librarian** and COAP by November 15 of each year.
- ii) The departmental/program/library-sabbatical plan shall cover the three (3) year period subsequent to those years for which sabbaticals have already been approved, and shall list for each year which members of the department/program/library shall be scheduled to take sabbatical leave.
- iii) The departmental/program/library sabbatical leave plan shall reflect as closely as possible the requests for leaves for members, provided that due regard is paid to the needs of the department/program/library. Unless there is a contrary advantage for the academic/professional development of members, conflicting requests shall be resolved by the department/program/library in favour of the member having the greater number of EYS and/or the greater period of time elapsed since the last sabbatical leave.
- iv) The Dean shall review departmental/program three (3) year plans in COAP, and the Dean may require departments/programs to revise such plans on the grounds of departmental/program needs or, where members are cross-appointed to other departments or programs, on the grounds of the needs of those other departments or programs. The University Librarian shall review the library's three (3) year sabbatical plan and may require revisions to the plan on the grounds of library needs. The three (3) year plan shall then be forwarded to the Dean and COAP.
- v) Following any such revision to departmental/program/library plans in any given year, and subject to sub-paragraph IV.5.2.5.1(c), no member shall be displaced by their department/program or by the Dean, or in the case of librarian members, by the University Librarian without their consent from their place on the three (3) year departmental/program/library plan.

IV.5.2.5.1(b) Application for Sabbatical Leave

Applications for sabbatical leave **are to be made only on the form issued by the Dean's Office. They** shall in the first instance be submitted, for information only and not for assessment, to the Departmental/Program/Library Personnel Committee. This procedure is intended solely to assist members in the preparation and formulation of applications for sabbatical leave. **Chairs shall sign that they have reviewed, for information only, sabbatical applications of members in their department(s)/program(s).**

Applications for sabbatical leave shall be made by members in accordance with departmental/program/library three (3) year plans, and shall be forwarded to the Dean by ~~September~~ **February 15 prior to a July 1 sabbatical start date or by February 15 prior to a January 1 sabbatical start date.** ~~of the academic year two (2) years prior to the academic year for which the leave is requested.~~

Applications shall include details of the member's plans for the proposed sabbatical leave, including its relationship to the member's research program and/or professional activity and including the location of the proposed project or projects. The Dean shall ensure that members are made aware of the requirement that updates to curriculum vitae and full curriculum vitae, as required under IV.8.3, must be available for use in consideration of the application.

IV.5.2.5.1(c) **COAP Review and Decanal Review and Recommendation**

~~The Dean shall assess applications for sabbatical leave, and shall consider the statement of the member's plans for the proposed sabbatical leave. After consultation with COAP, the Dean shall forward recommendations to the President, provided that such recommended leaves are scheduled in departmental/program plans by March 15 in the same year.~~

**Sabbatical applications must be submitted to the Dean/University Librarian by the dates specified in IV.5.2.5.1(b), for consideration by COAP. Failure to do so may result in the application not being approved.**

~~If the Dean~~ **COAP** is not satisfied with such ~~an~~ **a member's** application, or if it is determined that the member has failed adequately to report sabbatical activities and accomplishments, in accordance with IV.5.2.8, **COAP may recommend that the Dean/University Librarian** ~~may~~ deny a sabbatical leave application. In such cases the following shall prevail:

- i) ~~The Dean~~ **COAP** shall submit the case for denial to ~~COAP~~ **the Dean/University Librarian.**

- ii) **If the Dean/University Librarian shares the concerns of COAP, the Dean/University Librarian** shall inform the member of the denial and the reasons.
- iii) ~~COAP~~ **The Dean/University Librarian** shall invite the member to respond within two (2) weeks to the case made ~~by~~ **to the Dean/University Librarian by COAP** under (i). The response must be in writing and must contain whatever supporting evidence the member deems pertinent.
- iv) After considering the member's response, COAP shall advise the **Dean/University Librarian** ~~and the member~~ either that the denial should be upheld, or that the leave should not be denied. **The Dean/University Librarian shall advise the member accordingly.**
- v) Where ~~COAP~~ **and the Dean/University Librarian, acting on a recommendation from COAP,** remains unwilling to recommend to the President that a sabbatical leave be **approved** ~~authorized by the Board,~~ the member shall continue to have the right to apply for sabbatical leave in subsequent years, subject to departmental/program leave plans.
- vi) A member denied a sabbatical leave shall continue to be accredited with EYS in accordance with IV.5.2.2.

~~The Dean shall assess applications for sabbatical leave, and shall consider the statement of the member's plans for the proposed sabbatical leave.—After receiving a recommendation from consultation with COAP for approved sabbaticals,~~ the **Dean/University Librarian** shall forward **a recommendations for approved sabbaticals** to the President, ~~provided that such recommended leaves are scheduled in departmental/program plans by March 15 in the same year.—~~ **Decisions to approve sabbaticals are made by the Board and communicated to the candidate by the Dean/University Librarian.**

**Sabbatical applications are approved for the research project(s) and dates included therein. If a member wishes to change substantially his/her research project(s), he/she will submit a new sabbatical application to the Dean/University Librarian, for review by COAP as above. If a member wishes to change the dates of his/her approved sabbatical, he/she will submit a request to his/her department/program Chair, who will review the request with the departmental/program Personnel Committee and seek approval from the Department/Program Committee prior to making a recommendation to the Dean/University Librarian.**

**Members with approved sabbatical plans who subsequently request to change the dates of their sabbatical, will have no special priority in their placement on the department/program three (3) year sabbatical plan.**

IV.5.2.5.1(d) Replacements

There shall be no guarantee that members on sabbatical leave in accordance with departmental/program plans will be replaced or partially replaced.

IV.5.2.5.2 Special Authorization

The Dean/**University Librarian** may, after consulting the department/program/library and COAP, and upon timely application by a member, recommend to the President special authorization for a sabbatical leave when the member is unexpectedly offered an unusual opportunity to further personal academic/professional development at a time not scheduled in a departmental/program/library plan. The Dean/**University Librarian** shall ensure that departmental/program/library needs are not harmed by such special authorizations, and the possibility of such harm shall be grounds for rejecting such an application. If the Dean/**University Librarian** decides against a request for such special authorization, reasons shall be provided in writing to the member.

IV.5.2.6 Discretionary Replacements

The Dean/**University Librarian** shall have discretionary power to authorize a limited number of full or partial replacements for ~~teaching~~ members on sabbatical leave. ~~The Vice President (Academic), on the advice of the University Librarian, shall have discretionary power to authorize a limited number of full or partial replacements for librarian members on sabbatical leave bearing in mind the needs of the library.~~ Replacements for ~~teaching~~ members allocated by the Dean shall be on the basis of departmental ~~or~~ /program need, paying particular attention to the needs of small departments/ ~~and programs, and to the provision of the more frequent leaves accruing to departmental/program three (3) year plans.~~ Such replacements shall be allocated as well so as to give effect to special authorizations for sabbatical ~~leave when required.~~

IV.5.2.7 Salary and Benefits

IV.5.2.7.1 A member granted a six-month sabbatical leave shall receive the percentage of salary, as determined by the provisions of this Agreement, set out in the schedule below:

<u>Number of EYS</u>	<u>Percentage of salary during leave</u>
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3	60
3-1/2	80
4	90
4-1/2	100

IV.5.2.7.2 A member granted a twelve-month sabbatical leave shall receive the percentage of salary, as determined by the provisions of this Agreement, set out in the following schedule:

<u>Number of EYS</u>	<u>Percentage of salary during leave</u>
6	60
6-1/2	70
7	80
7-1/2	85
8	90
8-1/2	95
9	100

IV.5.2.7.3 The Board shall provide to the member on sabbatical leave pension, life insurance, medical, dental, and other usual benefits **based on actual sabbatical salary**. ~~If the member while on sabbatical leave is on a salary of less than 100% of non leave salary, the Board shall pay its contributions to the member's benefits as though the member were receiving non leave salary, and in addition the Board shall pay that portion of the member's contributions, required by the difference between the member's actual salary while on sabbatical leave and non leave salary. Non leave salary is defined as the salary that would have been paid were the member not on sabbatical leave.~~

IV.5.2.7.3.1 Sabbatical Leave Support

In order to provide support for sabbaticants who remain in Peterborough during their leave, the University will endeavour to provide office/lab/work space, as available.

IV.5.2.8 Report on Leave

A member returning from sabbatical leave shall submit a report, of no more than two (2) pages, explaining academic activities and accomplishments in relation to the proposed leave as required in IV.5.2.5.1 (b). This report shall be submitted to the Dean/University Librarian within 90 days of the completion of the leave. ~~The COAP/Library Personnel Committee shall~~

review the reports. A summary of these reports, prepared by the Dean's Office, shall be **provided to Senate for information** ~~and published annually in the Trent Report or equivalent publication.~~

#### IV.5.2.9 Alternative Remunerated Employment

While on sabbatical leave, a member may accept awards or research grants from fund-granting agencies, but may not normally devote the time released from teaching duties under IV.1.1 (i) to remunerated employment. If alternative employment is part of the member's proposed use of sabbatical leave, this must be reported to the Dean, who may suggest or require a reduction in the number of EYS which may be applied to the sabbatical leave.

#### IV.5.3 Unpaid Leaves

##### IV.5.3.1 Procedures

IV.5.3.1.1 Applications for unpaid leave shall be made **to the Chair of the member's department/program or, in the case of librarian members, to the University Librarian**, at a time sufficient to ensure that a suitable replacement can be secured. Such applications shall not be unreasonably denied.

IV.5.3.1.2 Applications for unpaid leave shall contain clear indication of the period for which leave is being sought, the type of unpaid leave sought, and the purpose of the proposed leave, including whether or not employment elsewhere is the purpose of the unpaid leave.

IV.5.3.1.3 Applications shall be judged with due regard to the academic/professional development of the member applying for the leave, the needs of the department/program/library and equity considerations, with respect to other members. In the case of general unpaid leave, the personal preferences of members shall be given due weight, as shall consideration of public interest.

IV.5.3.1.4 Applications for unpaid leave shall be reviewed by the member's departmental/program/library-personnel committee and Departmental/Program/Librarians'-Committee and shall be transmitted promptly to the Dean by the departmental or program Chair, or in the case of librarians, by the University Librarian, together with the recommendations of these bodies, and the Chair's or University Librarian's-own recommendation.

IV.5.3.1.5 The member shall be notified of the Dean's/**University Librarian's** intended recommendation concerning the application for unpaid leave, with reasons in writing if the recommendation is to deny the application, and the member shall have ten (10) days to respond to the Dean's/**University Librarian's** statement and to request reconsideration.

IV.5.3.1.6 Following recommendation by COAP, the Dean/**University Librarian** shall make a recommendation for unpaid leave, including the specifications of the type of unpaid leave, to the President, and the Board shall not unreasonably prolong the communication of a decision on such a recommendation.

#### IV.5.3.2 Terms of Unpaid Leaves

IV.5.3.2.1 A member:

- (a) shall not be granted unpaid leave of more than two (2) consecutive years; and,
- (b) shall not be granted more than three (3) years of sabbatical leave, unpaid leave or full research leave in any seven-year period ending with the year in which a leave applied for would be completed.

~~IV.5.3.2.2 Where warranted by very special, unexpected and unusual circumstances, the maxima specified in IV.5.3.2.1(a) and (b) above may be increased by no more than one (1) additional year. Requests for such an increase shall be subject to the procedures set out in IV.5.3.1 and must have the support of the member's Department/Program Committee and the additional leave shall, in every case where granted, be regarded as a general unpaid leave.~~

#### IV.5.3.3 Replacements for Unpaid Leaves

Members granted unpaid leave shall be replaced or partially replaced. Such replacements shall be available to departments/programs ~~or the library~~ to meet the academic/~~library~~ needs created by the unpaid leave.

#### IV.5.3.4 Benefits and Entitlements

IV.5.3.4.1 **While a member is on general unpaid leave, the Board will not contribute towards University benefits but will permit and facilitate continuance of the coverage, if desired, with the member paying the applicable**

**premiums. Members on unpaid leave are not entitled to professional expenses fund, flexible benefits or tuition waivers.** ~~The Board shall provide for a period of up to two (2) consecutive years to a member on unpaid leave pension, life insurance, medical, dental, and other usual benefits. The Board shall pay both its contributions and the member's contributions, as though the member were receiving non-leave salary as defined under IV.5.2.7.3.~~ In the case of unpaid leaves which entail alternative employment, and such employment includes benefits, members shall assume the compensation and benefits of the alternate employer.

IV.5.3.4.2 A member, upon returning from academic unpaid leave, shall be placed at the salary step equivalent to the step that would have been attained without the leave.

IV.5.3.4.3 A member on general unpaid leave shall not be accredited with career development increments or EYS for the period of such leave.

~~IV.5.3.4.4 Where an increase in leave has been authorized in accordance with IV.5.3.2.2, COAP may recommend to the Dean the awarding of full or partial benefit entitlements for the extended leave period.~~

IV.5.3.4.4.1 Leaves for Probationary Appointees

Under special circumstances, and upon the approval of the Departmental/Program/Librarians' Committee, the Departmental/Program/Library Personnel Committee, and the Departmental/Program Chair/University Librarian, members on probationary appointments may seek authorization for a maximum of one (1) year of ~~sabbatical leave, unpaid leave or full research leave,~~ but such period of leave must not be taken during a year in which they are to be considered for ~~tenure/permanency.~~

IV.5.3.4.4.2 Limited Term Appointees

Members on limited term appointments shall not be eligible for either sabbatical leave or unpaid leave.

IV.5.4 Other Leaves

IV.5.4.1 Political Leaves

IV.5.4.1.1 Trent University is committed to the principle that members of an academic community should be free to enter public life and to engage in political activity.

IV.5.4.1.2 Members shall be entitled to political leave for a maximum period of six (6) years in total as provided in Article IV.5.4.1.5. In exceptional circumstances, following initial granting of a leave, requests to exceed this six-year maximum shall be referred to the Joint Committee, whose decision shall be final.

IV.5.4.1.3 A member who intends to seek political office normally shall provide notice of such intent to the Dean/University Librarian at least three (3) months in advance of the expected commencement date of the leave.

IV.5.4.1.4 Campaign Period

A member shall be entitled to a leave of absence from academic duties and responsibilities with pay as follows:

- i) for election to the Parliament of Canada or to the Parliament of Ontario: one (1) month; and,
- ii) for election to a major civic position in Ontario: one (1) week.

~~In addition, a member shall be entitled to a leave of absence from academic duties and responsibilities without pay for a period of one (1) month, normally, for election to Parliaments of provinces of Canada other than Ontario, and for a period of one (1) week, normally, for election to a major civic position in Quebec.~~

It is expected that for the period of the leave of absence the member and the Department or Program Chair/University Librarian will agree to re-arrange the teaching, administrative or other duties to their mutual satisfaction. ~~In the case of faculty members,~~ The Dean shall be advised of these arrangements.

IV.5.4.1.5 Election

In cases where a member is elected to the public offices referenced in IV.5.4.1.4, above, a political leave of absence shall be granted as follows:

- i) Parliament of Canada or Provincial Parliaments: leave of absence without pay for a period not, normally, to exceed a total of six (6) years; and,

- ii) Major paid Civic Post in Ontario ~~or Quebec~~: a pro rata reduction in salary and duties not to exceed 25%. The member shall meet with the Dean/University Librarian within five (5) days of being elected, to make appropriate arrangements for teaching and other duties. The University shall contribute to the University benefit plans on the basis of the actual salary paid to the member during the period of the leave.

IV.5.4.1.6 The member normally shall advise the Dean/University Librarian, at least six (6) months prior to the expiry of the political leave, of his or her intention to return to normal teaching and other duties. A member who intends to remain in elected office after the maximum period specified in IV.5.4.1.2 shall submit his or her resignation to the Dean/University Librarian. If a member continues to serve in elected public office after the maximum period specified under IV.5.4.1.2, he/she shall be deemed to have resigned from the University.

IV.5.4.1.7 A member elected to a major Civic Post in Ontario ~~or Quebec~~ shall be granted career development increments and EYS credits, as applicable, ~~in proportion to the percentage of salary paid by the University while in such a position.~~

IV.5.4.1.8 A member on unpaid political leave shall not be eligible for a Professional Expenses Fund as set out in Article IV.4.

IV.5.4.2 Eligibility for Pregnancy, Maternity and Parental Leave Sub-Plan(s)

~~In the light of the ongoing professional responsibilities of members, the Board agrees to provide the following sub-plans.~~ To be eligible for the maternity and/or parental leave sub-plans, a faculty member/~~professional librarian~~ must meet eligibility requirements for Employment Insurance (E.I), and be planning to return to work no later than fifty-two (52) weeks from the commencement of maternity/parental unpaid leaves. A member must have been employed at Trent University for **a minimum period of twelve (12) consecutive months** ~~one (1) year~~ in order to file for leaves under the following sub-plans. A member is required to apply in writing at least four (4) weeks prior to the start of the leave, and to provide a certificate from a legally-qualified medical practitioner stating the due date. If the member wishes to change the date of return to work, written notice must be given at least four (4) weeks before the expected return to work date.

IV.5.4.3 Maternity Leave Sub-Plan

- i) First two (2) weeks - 95% of member's normal salary/wages will be paid by the University upon receipt of Employment Insurance acceptance, if the waiting period is not yet served;
- ii) Next fifteen (15) weeks - the University will supplement Employment Insurance benefits to 95% of normal salary/wages.

In cases of a pregnancy and maternity leave, the teaching component of the member's duties will be replaced, in accordance with current practice, by either full-time or part-time faculty. For Professional Librarian members, the assigned duties component will be similarly replaced.

#### IV.5.4.4 Parental/Adoption Leave

IV.5.4.4.1 Parental leave is available to both parents. The definition of parent may include a person with whom a child is placed for adoption or a person who is in a relationship of some permanence with the parent of a child and who intends to treat the child as his or her own.

If an employee is eligible for maternity leave under Article IV.5.4.3, ~~they~~ **she** may also extend the sub-plan for an additional ten (10) weeks as a parental leave providing the parental leave is taken immediately following the maternity leave.

Parental/adoption leave benefits for ~~staff~~ **members** not eligible under Article IV.5.4.3 shall be subject to the following conditions:

- i) first two (2) weeks - 95% of member's normal salary/wages will be paid by the University upon receipt of Employment Insurance acceptance, if the waiting period is not yet served;
- ii) next ten (10) weeks - the University will supplement Employment Insurance benefits to 95% of normal salary/wages;
- iii) next twenty-five (25) weeks will be considered as unpaid leave from the University.

IV.5.4.4.2 The member's and the Board's contributions to the pension and benefits plans during the maternity and parental/adoption leave shall be on the basis of 100% of salary. During this period of leave, the employee will continue to pay premiums on the portion of salary paid by Trent. The remainder of the cost of the contributions will be covered by the Board. For the purpose of sabbatical credits, any period of maternity and parental/adoption leave shall be considered as a period of service with the University.

IV.5.4.4.3 When a member returns to work following a parental leave, compensation shall be the same as if the member had not been on leave.

IV.5.4.4.4 A probationary member on maternity or parental/adoption leave shall, upon written request to the Dean or University Librarian **no later than** at the time of his/her return to duties after the leave, have his/her ~~maximum~~ probationary period increased by **a maximum of** one (1) year. In the case of two (2) or more such leaves during his/her probationary period, the ~~maximum~~ probationary period for the member may be increased by a maximum of two (2) years.

IV.5.4.4.5 If an employee decides not to return to work, the employee agrees to repay the Board, the University's portion of the sub-plan.

#### IV.5.4.5 Sick Leave

In cases where members are absent due to illness or injury and prevented from performing their duties, they shall be entitled to full salary and all other benefits for a period of six (6) months from the commencement of the absence. In cases where members are prevented from performing some of their duties, due to illness or injury, they shall be entitled to full salary and all other benefits for a cumulative period of six (6) months from the date of the first such limitation on the performance of duties, appropriately pro-rated to provide for up to twelve (12) months of full salary and all other benefits.

In the event of recurring illness, the entitlement is to a **maximum** ~~single~~ period of six (6) months of benefits if the disability is due to the same or related cause.

If the member qualifies for benefits under the Long Term Disability Plan, the specified benefit (see VIII.4.1(h)) will become payable after the expiry of the appropriate sick leave period.

In the event of frequent absences the Board shall be entitled to request proof, in a form satisfactory to the Board, indicating the member is unable to fulfill duties. In an absence of more than two (2) weeks, a medical certificate will be required by the Board, ~~in order that coverage under the Long Term Disability Plan can be initiated. For cases outside Canada~~ The employer may, for either of the above situations, and at its expense, require a second opinion from a mutually acceptable practitioner retained by the employer, and the member shall cooperate with the reasonable requests of such a practitioner.

Members shall notify their departmental or program Chair or University Librarian as soon as possible of their absence and its estimated duration.

IV.5.4.6 Court Leave

IV.5.4.6.1 Members who are summoned to be witnesses or jurors by a court or any body with the power of subpoena, shall, if their attendance requires them to be absent from their scheduled responsibilities, notify the Dean (or University Librarian) (copy to their Chair) of the summons as soon as possible. Upon request, members shall supply the Dean (or University Librarian) with a copy of the summons.

IV.5.4.6.2 Members who have complied with the foregoing shall be granted leave of absence with full salary and benefits during the period of service to the court or summoning body.

IV.5.5 Reconsideration of Leave Denial

When the Dean recommends against a request for leave by a faculty member under any of the provisions of IV.5, or recommends against a request for leave by a librarian under the provisions of IV.5.1, IV.5.2 or IV.5.3, the member may request that the President reconsider such recommendation. When the University Librarian recommends against a request by a librarian for leave under the provisions of IV.5.4, the member may request that the President reconsider such recommendations.

*NOTE: NEWLY MOVED:*

IV.10 Religious Observances

Members shall be entitled to make reasonable rearrangements of their duties upon due notice to permit them to observe the religious obligations and practices of their faiths.