

EDUCATION LEAVE

1. With the exception of Compassionate Leave, Court Leave, Pregnancy and Parental/Adoption Leave and Sick Leave, at least two years of full-time continuous service shall elapse between any two successive Leave periods, and a Member shall not be on Leave for more than twenty-four months in any seven-year period. These restrictions may be modified in individual cases by the Provost, on recommendation from the Dean, at the request of the Member. Approval of any such request shall not be arbitrarily withheld.
2. The purpose of Education Leave is to provide the Member with a period in which to pursue studies, or to undertake training or other activities, in order to expand or improve his or her qualifications in the area of Teaching. Such Leave shall not be granted merely to enable the Member to fulfil the requirement to maintain competence under Clause 9 of the Article *Academic Responsibilities of Members*, but may be granted where the Employer determines that the Leave will be of sufficient benefit to the Member's Department(s), School(s) or Facult(y)ies, and that the Leave will not interfere with the ability of the Department(s), School(s) or Facult(y)ies to meet its (their) operational requirements.
3. All Full-Time Members are eligible to apply for Education Leave.
4. An Education Leave shall not exceed one year.
5. Members granted an Education Leave shall be obliged to return to their previous position for a time equal to the period of the Leave. Should a Member not satisfy this condition, the Member shall be indebted to the Employer for the sum of the salary, benefits and pension contributions paid to the Member by the Employer during the Education Leave, unless the Employer waives such obligation.
- 5.1 If a Member becomes ill or injured such that the Education Leave cannot be completed, the Member may choose to cancel the Education Leave. In such a case, the provisions of Clause 6.4 of the Article *Income Security* shall apply, including the possible deferral of the balance of the Education Leave if more than three months are remaining.
6. A Member's full salary and benefits shall continue during an Education Leave provided that the Member's income from all sources does not exceed 100% of the Member's University of Western Ontario salary.
7. Responsibility for removal expenses and tuition costs lies with the Member. A Member whose application for Education Leave has been approved may request to have a portion of salary while on Education Leave paid as a Removal Expense. Insofar as the request is believed by the Employer to be in compliance with the Income Tax Act and Canada Revenue Agency (CRA) policy, the Employer shall agree to such a request; however, the Member accepts responsibility for any subsequent adverse determination by CRA.
8. Sabbatical Leave credit shall be earned during an Education Leave subject to the provisions of the Article *Sabbatical Leave*.

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9. Any application for Education Leave shall be made by a Member to the Dean of the Member's home Faculty. The application shall describe in detail the plan for, and the objectives, duration, and expected benefits of the proposed Education Leave as well as the Member's duties and provisions for evaluation during and after the Leave. A Member shall apply in writing at least six months before the proposed Leave is to take effect.
10. Where a Member's Appointment is in a Department or School, the Dean shall consult with the Department Chair or School Director. The Employer shall then approve or deny the application. Such approval shall not be arbitrarily withheld and any decision not to approve the application shall be accompanied by written reasons.
11. Members on Education Leave are not eligible for consideration for Promotion while on Leave. However, the record of activity in Teaching, Research, and Service during the Education Leave shall be included if a participant is subsequently considered for Promotion.