

## EDUCATION LEAVE

1. The purpose of an Education Leave is to expand and improve a Member's qualifications by enabling the Member to pursue studies or undertake training or other activities related to the Member's Responsibilities. Such a Leave shall be granted if the Employer determines that the Leave would be of sufficient benefit to the Member and the University, and that the Leave would not interfere with the ability of the Member's Unit to meet its operational requirements.
2. A Member with Continuing Appointment is eligible to apply for Education Leave.
3. An Education Leave shall not exceed one (1) year.
4. A Member granted an Education Leave shall be obliged to return to employment with the University 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. With the exception of Compassionate Leave, Court Leave, Pregnancy and/or Parental/Adoption Leave and Sick Leave, at least two (2) years of full time continuous service shall elapse between any two (2) successive Leave periods, and a Member shall not be on Leave for more than twenty-four (24) months in any seven (7) year period. At the request of the Member, these restrictions may be modified in individual cases by the Provost, on the recommendation from the University Librarian or Dean. Approval of any such request shall not be arbitrarily withheld.
6. A full-time Member on Education Leave shall receive:
  - a) 75% of salary for the first six (6) months of the leave; and
  - b) 50% of salary for any subsequent portion of the leave,and the Member's normal benefits shall continue, provided that the Member's income from all sources does not exceed 100% of the Member's salary.
7. Responsibility for removal expenses lies with the Member. A Member whose application for Education Leave has been approved may request to have a portion of his or her 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 the Canada Revenue Agency (CRA) policy, the Employer will agree to such a request; however, the Member accepts responsibility for any subsequent adverse determination by CRA.
8. Professional Leave credit shall be earned during an Education Leave subject to the provisions of the Article *Professional Leave*.

**9.** A Member shall apply for Education Leave in writing to the University Librarian or Dean of the Member's 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 (6) months before the proposed Leave is to take effect.

**10.** The University Librarian or Dean shall consult with the Member's immediate supervisor. The Employer shall then approve or deny the application within twenty (20) working days of the application. Such approval shall not be arbitrarily withheld and any decision not to approve the application shall be accompanied by written reasons.

**11.** Changes to the arrangements in Clause 9 above may be made by agreement of the Member and the Employer in writing.

**12.** Members on Education Leave may apply for Promotion, but are not eligible for consideration for Promotion, while on Leave. The record of activity in any area of the Member's Responsibilities during the Education Leave shall be included should a participant be subsequently considered for Promotion.