

## **Article 21 LEAVES**

### **VACATIONS**

21.01 Vacation entitlements shall be as follows:

- (a) ASMs shall be entitled to twenty-five (25) days vacation leave in each Academic Year.
- (b) After ten (10) years of service an ASM shall be entitled to thirty (30) days vacation leave in each Academic Year.

21.02 In the case where an ASM has less than one (1) full year of service in any Academic Year, their vacation leave entitlement shall be calculated on a pro rata basis.

21.03 Except as provided in Clause 21.06:

- (a) Vacation leave not used, to a maximum of one (1) year's vacation entitlement, may be carried forward to the next Academic Year;
- (b) No more than the equivalent of two (2) years' vacation leave may be taken in any one (1) Academic Year;
- (c) Written notice shall be given to the Administrative Head by the ASM by September 30 of any unused vacation leave being carried forward. The notice shall specify the amount of vacation leave carried over to the next Academic Year, the vacation leave allowance for the previous Academic Year, the vacation leave taken in the previous Academic Year, and the amount of unused vacation leave being carried forward to the current Academic Year;
- (d) Upon retirement from the University, an ASM shall be paid for any unused vacation entitlement when assigned teaching duties and assigned responsibilities prevent the ASM from using their vacation entitlement before retirement and when the ASM has given at least twelve (12) months notice of retirement to the Administrative Head.

21.04 While not on vacation or other forms of approved leave, an ASM shall carry out their duties and responsibilities. An ASM who takes vacation leave between the end of one semester and the beginning of the next semester shall have this time debited against their vacation entitlement.

21.05 A Librarian may take vacation leave to which they are entitled at any time with the approval of the Dean of Libraries (University Librarian). A Counselling Faculty Member may take vacation leave to which they are entitled at any time with the approval of the Director of the Student Wellness and Counselling Centre. An ASM-CFE may take vacation leave to which they are entitled at any time with the approval of the Administrative Head. At Grenfell Campus, approval for Counselling Faculty Members shall be given by the Vice-President (Grenfell Campus). Such approval shall not be unreasonably denied.

- 21.06
- (a) Except as provided in Clause 21.06(b), at the termination of an ASM-CFE, Librarian or Counselling Faculty Member's appointment, the ASM-CFE, Librarian or Counselling Faculty Member shall be deemed to have approval to take vacation leave on the final days of employment equal to their accrued vacation leave.
  - (b) Notwithstanding Clause 21.06(a) above, the University may, on the termination of employment, elect to pay an ASM-CFE, Librarian or Counselling Faculty Member in lieu of vacation an amount equivalent to the amount of Basic Annual Salary the ASM-CFE, Librarian or Counselling Faculty Member would earn if the ASM-CFE, Librarian or Counselling Faculty Member were to continue employment with the University for a period equal to the duration of vacation leave accrued as of the time of termination. In order to exercise this option, the University shall notify the ASM-CFE, Librarian or Counselling Faculty Member at least twenty (20) days prior to the date on which the vacation would otherwise commence.

- 21.07 ASMs other than Librarians and Counselling Faculty Members may take their vacation leave at any time outside the period required for their normal course commitments subject to the prior notification of the Administrative Head. Vacation leave at any other time shall be granted only with the written approval of the Administrative Head. Such approval shall not be unreasonably denied.
- 21.08 An ASM, while on a twelve (12) month sabbatical leave, shall be deemed to have taken one (1) year's vacation entitlement.

### **UNIVERSITY HOLIDAYS AND DAYS OF RECOGNITION**

\*21.09 ASMs shall be entitled to the following paid University holidays and days of recognition:

- (a) Labour Day
- (b) Truth and Reconciliation Day
- (c) Thanksgiving Day
- (d) Remembrance Day
- (e) Christmas Eve
- (f) Christmas Day
- (g) Boxing Day
- (h) New Year's Eve
- (i) New Year's Day
- (j) Second January Holiday
- (k) Good Friday
- (l) Memorial Day

If any of these holidays or days of recognition falls on a Saturday or Sunday, the University shall declare a contiguous work day to be a paid University holiday.

- \*21.10 A Faculty Member shall not be required to work on the above University holidays or days of recognition. A Faculty Member who chooses to work on the above University holidays shall not receive additional remuneration nor the equivalent time off in lieu.
- \*21.11 ASMs other than Faculty Members who are required to work on the above University holidays or days of recognition shall receive equivalent time off in lieu at a time mutually agreeable to the ASM and the Administrative Head.
- \*21.12 The University shall permit an ASM to rearrange their duties and responsibilities to observe a religious holiday not included in Clause 21.09. In such cases the ASM, following consultation with the Administrative Head, shall make reasonable arrangements to ensure duties and responsibilities are appropriately met.
- \*21.13 The University shall provide the necessary support services for Faculty Members who are engaged in teaching, and for ASM-CFEs and for Librarians and Counselling Faculty Members who are engaged in the performance of their duties, on University support staff holidays.

### **SABBATICAL LEAVE**

- 21.14 Sabbatical leaves are provided to enable ASMs to engage in research, scholarship, and critical, creative, professional or developmental work to foster their academic or professional effectiveness.
- 21.15 ASMs holding tenure-track or tenured appointments are eligible to apply for sabbatical leaves. However, sabbatical leave may be taken only after the ASM receives tenure.
- 21.16 ASMs shall be eligible to apply for sabbatical leave on the following basis with years of eligible service calculated in accordance with Clauses 21.20 and 21.23:
- (a) During the third (3<sup>rd</sup>) or subsequent year of service an ASM shall be eligible for sabbatical leave of four (4) months, to begin no earlier than the start of the fourth (4<sup>th</sup>) year of service;

- (b) During the sixth (6<sup>th</sup>) or subsequent year of eligible service since appointment to the University, an ASM shall be eligible for a leave of twelve (12) months to be taken during the following seventh (7<sup>th</sup>) year or a subsequent year;
- (c) Following the taking of a sabbatical leave, for a sabbatical leave of twelve (12) months for every six (6) years of eligible service or a leave of four (4) months for every three (3) years of eligible service.

21.17 At the time of application for a sabbatical leave, an ASM shall select one (1) of the following options:

**Option A**

- (a) The ASM shall receive remuneration while on sabbatical leave equal to eighty (80) percent of Basic Annual Salary.
- (b) If the ASM does not take a sabbatical leave until after the date on which they become eligible under Clause 21.16, the ASM shall carry forward as eligible service for the next sabbatical leave an amount of eligible service equal to the delay, up to a maximum of two (2) years.
- (c) Fractions of a year left over after the application of Option B shall also be carried forward as eligible service for a future sabbatical leave.

**Option B**

- (a) The ASM shall be remunerated in accordance with the following table where “Duration” is the duration of the sabbatical leave in months, “Years” are number of years since the last sabbatical leave and “Remuneration” is a percentage of Basic Annual Salary.

<b>Duration</b>	<b>Years</b>	<b>Remuneration</b>
4 months	3	80%
4 months	4	85%
4 months	5	90%
12 months	6	80%
12 months	7	85%
12 months	8	90%

- (b) If the ASM does not take a sabbatical leave until after the date on which they become eligible under Clause 21.16, the ASM shall not carry forward any eligible service for the next sabbatical leave except as specified in Clause 21.23.

21.18 Regardless of which option is chosen in Clause 21.17, subject to the provisions of the Income Tax Act and rulings of Canada Revenue Agency, an ASM shall be eligible to apply for a research grant of up to five (5) percent of the Basic Annual Salary prorated for the length of the leave.

21.19 Separately and in addition to Clause 21.18, subject to the provisions of the Income Tax Act and rulings of Canada Revenue Agency, an ASM on sabbatical leave may apply to take a portion of their remuneration as a research grant in accordance with Clause 26.35.

21.20 For calculation of years of eligible service:

- (a) service need not be continuous;
- (b) as provided for under Clause 5.03 the service of an ASM who receives a reduction in duties and responsibilities shall be prorated to determine equivalent full-time service;
- (c) prior service in full-time term appointments at this University shall be included;

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- (d) periods of unpaid leave in excess of three (3) months shall not be considered;
  - (e) prior service at another university shall be evaluated at the time of initial tenure-track or tenured appointment and the number of years of agreed eligible service shall be stated in the letter of appointment.
- 21.21 An application for a sabbatical leave shall be submitted in writing to the Administrative Head ten (10) months in advance of the date the leave is to commence, or within a shorter period with the written agreement of the Administrative Head. An application for sabbatical leave shall be supported by adequate documentation which outlines the scope and aims of the proposed sabbatical activity and shall include a copy of the Report of the last sabbatical referenced in Clause 21.31.
- 21.22 In making a recommendation to the Provost & Vice-President (Academic) or for ASMs at Grenfell Campus, the Vice-President (Grenfell Campus), the Administrative Head, and the Dean, when applicable, shall take into account the academic performance of the applicant since the last sabbatical, if one were taken. The University shall notify the ASM of its decision no later than three (3) months after receipt of the application by the Administrative Head. If the sabbatical leave is not approved the ASM shall be provided with the reason(s) for denying sabbatical leave by the Provost & Vice-President (Academic) or for ASMs at Grenfell Campus, the Vice-President (Grenfell Campus) or their delegate. Sabbatical leave shall not be unreasonably denied.
- 21.23 When an ASM applies for sabbatical leave but the University delays the sabbatical leave because of operational requirements, the time by which the current leave is delayed shall be counted as eligible service for the next sabbatical leave. Such delays shall not exceed one (1) year. If a sabbatical leave is delayed for operational reasons, the ASM shall be notified by the University of this decision no later than three (3) months after the application is submitted.
- 21.24 If a sabbatical leave has been granted, it is expected that the ASM will take the leave unless unforeseen personal hardship will ensue or unless the proposed activity must be cancelled or delayed due to circumstances beyond the control of the ASM. Requests for cancellation or delay must be submitted in writing to the Administrative Head and shall not be unreasonably denied. If a sabbatical is cancelled, or delayed beyond one (1) year, a new application must be filed.
- 21.25 When a sabbatical leave has been approved for a Faculty Member, leave shall commence September 1 or January 1 or May 1 or on an alternative date mutually agreed by the Faculty Member and the Administrative Head, following the year of service in which application was made.
- 21.26 Notwithstanding Clause 21.25, if a Faculty Member applies for a twelve (12) month sabbatical leave to be taken in an Academic Year, and, at the request of the Administrative Head, the application is amended to be taken in a single calendar year, the remuneration during the sabbatical leave shall be ninety-five (95) percent of salary. Such arrangements are subject to the approval of the Provost & Vice-President (Academic) or for ASMs at Grenfell Campus, the Vice-President (Grenfell Campus).
- 21.27 An ASM may receive, while on sabbatical leave, outside assistance in the form of grants or scholarships, and may engage in outside professional activities in accordance with Article 20.
- 21.28 ASMs on sabbatical leave shall have the right to continue to participate in all employee pension and insurance plans in accordance with the terms of those plans as if they were not on leave. ASMs, upon application, may receive travel assistance from the University while on sabbatical leave on the same terms as if they were not on leave. When the plan for the sabbatical leave requires significant use of their office and research space, the ASM shall continue to be provided with their existing office and research space. Access to secretarial service and all other University facilities normally provided to support the academic work of the ASM shall continue while on sabbatical leave.
- 21.29 An ASM who becomes ill or injured while on sabbatical leave may suspend the sabbatical leave under the following circumstances:
- (a) the illness or injury is serious enough to substantially interfere with the work being conducted during the sabbatical;

- (b) there is a medical certificate attesting to the illness or injury;
- (c) the sabbatical is for a period of four (4) months and less than two (2) months of the sabbatical has been used or the sabbatical is for a period of twelve (12) months, and more than two (2) months remain.

In such an event, the time remaining in the sabbatical, rounded to the nearest semester may be taken at any time by mutual agreement of the ASM and the Provost & Vice-President (Academic) or for ASMs at Grenfell Campus, the Vice-President (Grenfell Campus). Alternatively, the suspended portion of the leave shall be added to the term of the next sabbatical leave.

- 21.30 When sabbatical leave is completed, the ASM shall return to the University for a period of time equal to the duration of the sabbatical leave and shall return to their normal duties.
- 21.31 Within forty (40) days of returning from sabbatical leave, an ASM shall submit to their Administrative Head a Report outlining the research, scholarship, and critical, creative, professional or developmental work undertaken, and the outcomes of this activity.

### **ASSISTED EDUCATIONAL LEAVE**

- 21.32 ASMs shall be entitled to apply for assisted educational leave to improve their qualifications or to pursue a higher degree under the following conditions and subject to the needs of the University.
- 21.33 Application by an ASM for assisted educational leave shall be made in writing to the Administrative Head not less than seven (7) months before the intended commencement of the leave. The application shall include a justification of the nature and duration of the leave. The Dean, or equivalent administrative officer, shall respond not less than five (5) months before the intended commencement of the leave. The application shall not be unreasonably denied.
- 21.34 If the leave is granted, the ASM shall be paid an educational assistance grant equivalent to fifty (50) percent of their salary.
- 21.35 In addition to the foregoing, Special Assisted Educational Leave at eighty (80) percent of salary shall be available for tenured Faculty Members who do not currently hold a doctoral degree to pursue full-time study for a doctoral degree in their discipline. Application and processing of applications shall be as for assisted educational leave above. However, approval of applications may be limited such that there shall be a maximum of ten (10) Faculty Members on such leave at any one time. A maximum of two (2) years of such leave may be granted.
- 21.36 The ASM shall agree to return to duties at the University for a period equal to the time the ASM was absent, or to reimburse the University for monies granted. If an ASM returns to the University for a period of time less than the length of the leave, the reimbursement shall be prorated accordingly.
- 21.37 The ASM shall continue to be eligible to participate in all employee benefit plans, and the University shall continue to make the normal contributions to such plans in respect of the ASM. The ASM's employee contributions shall be deducted from the amount of the educational assistance grant.
- 21.38 Once assisted leave has been granted, it is expected that the ASM will take the leave unless unforeseen personal hardship will ensue or unless the proposed activity must be cancelled or delayed due to circumstances beyond the control of the ASM.
- 21.39 An ASM on Assisted Educational Leave shall not accrue vacation leave or credit toward a sabbatical leave.
- 21.40 The Association shall be informed of the names of all persons for whom Assisted Educational Leave has been approved and the terms of the leave.

### **OTHER LEAVE WITH PAY**

- 21.41 An ASM may receive leave for appropriate purposes with full or partial salary and employee benefits on terms negotiated between the ASM and the University. The Association shall be notified of the names of all persons for whom such leave has been approved and the terms of the leave.

**LEAVE IN SPECIAL CIRCUMSTANCES**

\*21.42 Following consultation with the Administrative Head an ASM shall be granted special leave with pay not exceeding six (6) days over two (2) years to attend to the temporary care of a sick family member; medical, dental or legal appointments; for home or family emergencies. For situations of violence or abuse in their personal life that may affect their attendance and performance at work, a request for a period in excess of this total shall not be unreasonably denied.

**SICK LEAVE**

21.43 Sick leave means the period of time any ASM is absent from work with full pay by virtue of being sick or disabled, or quarantined by virtue of being exposed to a contagious disease.

21.44 Benefits for prolonged periods of disability are provided under the Long Term Disability Plan, and membership in this Plan is compulsory for eligible ASMs. An ASM shall be entitled to sick leave from the University during the sixty (60) calendar day waiting period under this Plan. In order to facilitate transition to Long Term Disability insurance coverage, should it be needed, ASMs shall notify the Administrative Head of all periods of sick leave that are likely to result in sick leave of ten (10) or more days. This information shall be provided within fifteen (15) days of the commencement of the sick leave.

21.45 The University shall provide sixty (60) calendar days of Sick Leave to ASMs ineligible for Long Term Disability insurance coverage for reasons of age.

\*21.46 If the application of an ASM for Long Term Disability benefits is refused by the insurance carrier, or if the insurance carrier discontinues the benefits, the ASM may apply for a reduction of duties and responsibilities as specified in Article 5, or a workplace accommodation. In such cases, the University reserves the right to require that the ASM provide a letter from a physician attesting to the fact that the ASM is well enough to resume the full duties by means of a workplace accommodation, or reduced duties and responsibilities in accordance with Article 5. If the University is not satisfied with the physician's letter, a second opinion from a physician of the University's choice may be sought. If these two physicians disagree, a third physician acceptable to the Association and the University shall be consulted and their opinion shall stand. The ASM shall not unreasonably refuse to be examined by a physician.

21.47 While an ASM is receiving Long Term Disability benefits, the University shall continue employer contributions to all employee benefit plans, in accordance with the terms of those plans at the same levels as those in effect at the time the ASM was transferred to the Long Term Disability Plan.

21.48 An ASM on Long Term Disability shall not accrue vacation leave.

21.49 Sick leave shall be granted for any illness in excess of four (4) working days which occurs during annual vacation, upon production of a medical certificate. Such leave shall be applied for, and shall be granted upon the recommendation of the Administrative Head and the approval of the Director of Human Resources. Approval, when granted, shall apply to the total period of such illness.

**PREGNANCY/BIRTHING/MATERNITY AND PARENTAL LEAVE**

\*21.50 An ASM who intends to take pregnancy/birthing, maternity or parental leave shall apply to their Administrative Head. Copies of documentation required by Employment Insurance regulations shall accompany the application. Applications for such leaves shall be approved providing the applicant meets the eligibility requirements.

\*21.51 To be eligible for Supplemented Pregnancy/Birthing/Maternity or Supplemented Parental Leave, an ASM must hold a tenure-track or tenured appointment or, hold a probationary or permanent position or, be in the second or subsequent year of a term appointment, or in the second or subsequent year of consecutive term appointments. An ASM who is not eligible should consult Clause 21.67.

21.52 Eligible ASMs shall receive salary and benefits where noted in subsequent clauses on the understanding that the ASM is expected to work for the University for at least six (6) months following the date of their return from any of these leaves unless the conclusion of a term appointment prevents it.

- \*21.53 The start date for the leaves shall be in accordance with the preferences of the ASM, within the framework set out in the Employment Insurance regulations.
- 21.54 Leave taken according to the provisions of Clauses 21.50 - 21.67 shall not lead to any adjustment of the normal duties following the leave, nor shall it alter, except in accordance with Clause 21.88, an ASM's eligibility for consideration for tenure, promotion, sabbatical, salary progression or, in the case of Librarians and ASM-CFEs, support for professional development.
- \*21.55 The University shall submit all documents required to implement the Supplemental Employment Benefits plan to Employment and Social Development Canada within ten (10) days of the signing of this Collective Agreement.

#### **SUPPLEMENTED PREGNANCY/BIRTHING/MATERNITY LEAVE**

- \*21.56 Supplemented Pregnancy/Birthing/Maternity Leave is a leave from work of up to seventeen (17) weeks with pay and benefits as specified in Clause 21.58.
- \*21.57 In order to qualify for Supplemented Pregnancy/Birthing/Maternity Leave, an ASM shall apply to their Administrative Head as early as practicable indicating their intention to take leave under this provision, the date on which the leave is to commence and the duration.
- \*21.58 The University shall pay one hundred (100) percent of the ASM's weekly salary from the University for the first week of Supplemented Pregnancy/Birthing/Maternity Leave. During the following sixteen (16) weeks of the Supplemented Pregnancy/Birthing Leave the ASM shall receive from the University a payment equal to the difference between one hundred (100) percent of the ASM's weekly salary and the amount of Employment Insurance the ASM is expected to receive if they qualify for Employment Insurance Benefits. A further period of leave under the provisions of this Collective Agreement is possible.
- \*21.59 During the period of the Supplemented Pregnancy/Birthing/Maternity Leave both the ASM and the University shall continue to pay their respective shares of the costs of the benefit plans in which the ASM is enrolled. Vacation entitlement shall continue to accrue while the ASM is on Supplemented Pregnancy/Birthing/Maternity Leave.

#### **SUPPLEMENTED PARENTAL LEAVE**

- \*21.60 An ASM who is the birthing parent, partner of the birthing parent or who adopts a child is eligible to apply for Supplemented Parental Leave.
- \*21.61 Supplemented Parental Leave is a leave from work of up to thirty-five (35) weeks with pay and benefits as specified in Clauses 21.62 – 21.63.
- \*21.62 In order to qualify for Supplemented Parental Leave, an ASM shall apply to their Administrative Head as early as practicable indicating their intention to take leave under this provision, the date on which the leave is to commence and the duration. The leave shall commence in accordance with the *Employment Insurance Act* and the *Newfoundland and Labrador Labour Standards Act*.
- \*21.63 The University shall pay one hundred (100) percent of the ASM's weekly salary from the University for the first week of the Supplemented Parental Leave. During the following thirty-five (35) weeks of the Supplemented Parental Leave the ASM shall receive from the University a payment equal to the difference between one hundred (100) percent of the ASM's weekly salary and the amount of Employment Insurance Parental Benefit the ASM is expected to receive if the ASM qualifies for Employment Insurance Benefits.
- \*21.64 During the period of the Supplemented Parental Leave both the ASM and the University shall continue to pay their respective shares of the costs of the benefit plans in which the ASM is enrolled. Vacation entitlement shall continue to accrue while the ASM is on Supplemented Parental Leave.

#### **PARENTAL LEAVE WITHOUT PAY FOLLOWING A SUPPLEMENTED PREGNANCY/BIRTHING/MATERNITY OR PARENTAL LEAVE**

- \*21.65 An ASM who is eligible for Supplemented Pregnancy/Birthing/Maternity or Supplemented Parental Leave is entitled to Parental Leave Without Pay such that the total duration of leave is in accordance with the

*Employment Insurance Act* and the *Newfoundland and Labrador Labour Standards Act*. The University shall continue to pay its portion of the group benefits premiums and pension plan contributions where the ASM continues to pay their share. Vacation leave continues to accrue while an ASM is on Parental Leave Without Pay.

#### **PREGNANCY/BIRTHING/MATERNITY OR PARENTAL LEAVE FOR ASMs INELIGIBLE FOR SUPPLEMENTED PREGNANCY/BIRTHING/MATERNITY OR PARENTAL LEAVE**

- \*21.66 An ASM who is ineligible for Supplemented Pregnancy/Birthing/Maternity or Parental Leave is entitled to a maternity and/or parental leave in accordance with the *Employment Insurance Act* and the *Newfoundland and Labrador Labour Standards Act*. Application for such leave shall be made to the Administrative Head and shall follow the procedures for Supplemented Pregnancy/Birthing/Maternity or Parental Leave.
- 21.67 The University shall pay one hundred (100) percent of the ASM's weekly salary for the first week of the leave. The University shall continue to pay its portion of the group benefits premiums and pension plan contributions if the ASM continues to pay their share, until the end of the appointment.

#### **COMPASSIONATE LEAVE**

- \*21.68 An ASM shall be entitled to leave without loss of pay not exceeding a total of ten (10) days in the case of death or serious illness of a near relative, common-law spouse, or partner. A request for a period in excess of this total shall not be unreasonably denied.
- 21.69 An ASM shall give reasonable notice of the need for compassionate leave to the Administrative Head. Notification may be made by any reasonable means available to the ASM.

#### **LEAVE FOR COURT APPEARANCE**

- 21.70 An ASM whose presence is required as a juror or who is subpoenaed as a witness in court or in other legal or quasi-legal judicial proceedings, shall be granted leave without loss of pay for the actual time of such appearance.

#### **POLITICAL LEAVE**

- 21.71 The University recognizes the right of every ASM to stand for election and to enter political life if they so desire. Political Leave of absence shall be granted from the University under the following conditions:
- (a) An ASM planning to stand for nomination for an election to a federal, provincial or municipal office, shall make their best efforts to give at least ten (10) days notice to the Administrative Head to permit arrangements to be made to ensure that the absent ASM's duties and obligations are met during the election campaign.
  - (b) An ASM who has become a candidate shall receive leave without pay during the campaign as follows:
    - (i) up to six (6) weeks for a federal election;
    - (ii) up to four (4) weeks for a provincial election;
    - (iii) up to four (4) weeks for a municipal election.

The ASM shall have the option of taking all or part of their annual leave during the period of the campaign.

- 21.72 An ASM who is elected to Parliament, to the provincial legislature or to a municipal council, shall, upon application, be granted leave without pay for up to two (2) terms of office or eight (8) years, whichever is more.
- 21.73 An ASM who is elected to the provincial legislature or to a municipal council may apply for a reduction in duties with an appropriate reduction in salary in accordance with Article 5 of this Collective Agreement. The reduction in duties shall not exceed two (2) terms of office or four (4) years, whichever is less.
- 21.74 An ASM on political leave shall continue to be eligible to participate in employee benefit plans in accordance with the terms of those plans.
- 21.75 Resumption of duties shall be at the same position, and/or rank held before the leave.



- 21.76 Upon resumption of duties at the University, the ASM shall re-enter the salary plan established by this or subsequent Collective Agreements at the point at which they were placed when they began the political leave.
- 21.77 An ASM on political leave under Clause 21.72 shall not accrue vacation leave.

**SPECIAL LEAVE WITHOUT PAY**

- 21.78 An ASM may receive leave for appropriate purposes without pay on terms negotiated between the ASM and the University. The Association shall be informed of such cases.
- 21.79 Application for such leave shall be made to the Administrative Head specifying the reasons for the leave, the time of commencement of such leave, and the intended duration of such leave. Application for special leave without pay shall be given a reasonable period of time in advance of the intended commencement date.
- 21.80 The Dean, or equivalent administrative officer, shall respond to an application for such leave within a reasonable period. Applications shall not be unreasonably denied.
- 21.81 An ASM on special leave without pay shall continue to be eligible to participate in employee benefit plans in accordance with the terms of those plans.
- 21.82 Resumption of duties shall be at the same position and/or rank held before the leave.
- 21.83 Upon application for Special Leave Without Pay by the ASM, the Administrative Head shall recommend whether or not the nature of activities to be undertaken during the leave warrant career advancement and the extent of such advancement during the period of the leave. When the leave is not of an academic, research or professional nature, the ASM shall re-enter the salary plan established by this or subsequent Collective Agreements at the point at which they were placed when they began the leave. When the leave is of an academic, research or professional nature the ASM shall re-enter the salary plan established by this or subsequent Collective Agreements at the point where they would have been had the leave not been taken.
- 21.84 An ASM on Special Leave Without Pay shall not accrue vacation leave or credit toward a sabbatical leave.
- 21.85 ASMs are entitled to the following types of leave as defined by Employment Insurance and Service Canada legislation: Maternity; Parental; Family Caregiver for Children; Family Caregiver for Adults; Sickness; and, Compassionate Care.

**GENERAL BENEFITS WHILE ON LEAVE**

- 21.86 ASMs granted leave under any of the provisions of this Article shall remain members of the bargaining unit covered by this Collective Agreement while they are on leave.
- 21.87 In the event that an ASM is absent on sick leave, Long Term Disability, Supplemented or Non-Supplemented Maternity or Parental or other leaves for a continuous period exceeding three (3) months, the ASM may elect to defer non-decision year reviews and consideration for extension of the tenure-track appointment or tenure in accordance with the following:
- (a) where the total period of leave is between three (3) months and fifteen (15) months, the deferral shall be for one (1) year beyond the time leave ends and the interval to September 1 (or the anniversary date for a Librarian);
  - (b) where the total period of the leave exceeds fifteen (15) months, the deferral shall be for either one (1) or two (2) years beyond the time the leave ends and the interval to September 1 (or the anniversary date for a Librarian).
- 21.88 Upon return from approved leave, an ASM shall not be required to make up duties that would have otherwise been assigned to them during the period of the leave.