ARTICLE 6 LEAVES OF ABSENCE

6.1 LEAVES WITH PAY FOR TENURED FACULTY MEMBERS

A. The University and the Association mutually agree that the taking of paid leaves of absence by tenured faculty members for the purpose of academic refreshment or expansion of experience is to the benefit of the University and its students. Therefore, the University agrees to grant a faculty member a paid leave of absence depending on such factors as length of service, availability of alternative faculty or instructors, and the priority of the need in each case, subject to the provisions of this Article.

B. The University acknowledges the importance of sabbatical leave to the intellectual vibrancy of the Faculty and therefore of the University. A tenured faculty member will normally be eligible for a sabbatical leave after the accumulation of the requisite number of credits as provided in 6.1.J.

C. A tenured faculty member or a member who has submitted their application to tenure, must apply in writing on a University supplied form and submit it to their Chair/Director by October 15 prior to the academic year in which they plan to start their leave. A faculty member's application must be approved by a meeting of the tenure-stream faculty members of the applicant's Department/School and by the Dean. Review and approval of sabbatical applications shall not take into consideration any factors which might later result in deferrals in a given year. Sabbaticals may only be deferred in exceptional academic circumstances, in which case they shall be dealt with as per 6.1.P below. By the following January 31 the applicant shall be advised of the University’s decision through the Office of the Vice-Provost, Faculty Affairs. The faculty member shall complete and sign the requisite memorandum of agreement with the Vice-Provost, Faculty Affairs by March 31. The sabbatical application of a pre-tenure member may be approved by January 31, but such approval is contingent on the pre-tenure member obtaining tenure prior to commencing the leave. Failure to obtain tenure would result in the contingently approved sabbatical being cancelled.

D. Paid (sabbatical) leave is considered an investment toward increasing both the quality of programs of study and the scholarly, research, and creative activities at the University by allowing an eligible member:

1. to devote more time to scholarship, research and/or creativity, and/or

2. to acquire relevant experience in areas related to their specialization, with the objective of enabling them to make their teaching more complete and more appropriate to the needs of their Department/School or other units within the University;

3. Leave after a period as Chair/Director is also intended to provide sufficient time to re-establish or enhance research and/or teaching skills to prepare for return to the professoriate.

E. Paid (sabbatical) leaves will be for periods of six (6) months or 12 months:

1. Twelve-month leaves are taken September 1 to August 31, or January 1 to December 31.

2. Six-month leaves are taken from July 1 to December 31 or from January 1 to June 30.

3. A twelve-month "split sabbatical" consists of 12 months of paid leave, spread over a 24-month period. When applied for, faculty must have accrued the requisite credits for the 12-month paid leave by the time the first half of the split leave commences. Split sabbaticals may be taken from July 1 to December 31, followed by active service from January 1 to June 30, with the second six months of sabbatical taken from July 1 to December 31. Alternatively, a split sabbatical may be taken from January 1 to June 30, followed by active service from July 1 to December 31, with the second six months of sabbatical taken from January 1 to June 30.

F. Pre-tenure faculty members and tenured faculty members accrue one sabbatical credit for each half year of full-time service. Acting Assistant Professors accrue half a sabbatical credit for each half year of full-time service. Half-years of part-time service receive sabbatical credits on a pro-rated basis. Periods of leave of 6 months or more with or without pay, including periods on long-term disability, do not lead to the accrual of sabbatical credits. Periods on pregnancy/parental/adoption leave and secondments will accrue full credit.

G. For the purposes of this Article, one teaching term is equivalent to one half year of service for faculty members. Faculty members accrue sabbatical credits for no more than two terms per year.

H. Members who serve as Chair/Director, as defined in Article 1.6 and 1.9, on or after July 1, 2020 shall receive extra credits, in addition to credits received as per 6.1.F, as follows:

Year 1 – 1 credit (0.5 per half year)
Year 2 – 1.5 credits (0.75 per half year)
Year 3 – 1.5 credits (0.75 per half year)
Year 4 – 1.5 credits (0.75 per half year)
Year 5 – 1.5 credits (0.75 per half year)

I. Faculty members hired into the tenure-stream immediately following a Limited Term Faculty appointment will receive 0.5 credit for each half year spent as a Limited Term Faculty member to a maximum of two credits.

J. Sabbatical credits may be used, by tenured faculty members, to provide sabbatical leave according to the following schedule:

1. half-year leave at 85% salary, 6 credits

2. half-year leave at 90% salary, 7 credits

3. half-year leave at 95% salary, 8 credits

4. half-year leave at 100% salary, 9 credits

5. full-year leave at 85% salary, 12 credits

6. full year leave at 92.5% salary, 14 credits

7. full-year leave at 100% salary, 16 credits

K. Notwithstanding Article 6.1. J. above, the first career sabbatical of a tenured faculty member will be at 100% salary. Such a member may opt to take a first paid leave for half a year, at 100% salary, by means of 6 credits. If the next paid leave is also for a half year, it will also carry a 100% salary by means of 6 credits. Alternatively, such a member may opt to take a full-year paid leave, at 100% salary, by means of 12 credits. In this clause, the term “career sabbatical” means a paid sabbatical leave at any university.

L. Members may not use credits prior to having accrued them.

M. Members may choose to use as many or as few credits as they wish for their sabbatical according to the table in J. above. Remaining credits will be retained and may be used for future sabbaticals.

N. Notwithstanding the number of credits remaining after a sabbatical leave has been completed, a member must serve for at least half a year after taking a half-year sabbatical leave, and at least one year after taking a one-year sabbatical leave. For those intending to resign or retire on completion of their sabbatical, returning after the sabbatical for a half-year or one year, as applicable, is not required. Another exception occurs under the terms of Article 6.1.K, where a member completing a second half-year sabbatical leave at 100% salary may, if they have sufficient credits, embark immediately upon a third half-year sabbatical leave, using up credits according to Article 6.1.J. A member may not take a paid sabbatical leave for longer than one year at a time.

O. For faculty members who normally teach an uneven number of courses across an academic year: In cases where a full year sabbatical is taken across two academic years, the total number of courses in the teaching terms over the two years shall not exceed the faculty member's normal teaching standard. In cases where a half sabbatical is taken, in the corresponding teaching term the member shall teach not more than 2 courses. Notwithstanding this, the sum of teaching of the current and next half year sabbatical cannot exceed the faculty member's normal teaching standard.

P. In exceptional academic circumstances, a Department/School may not be able, in a given year, to accommodate all Department/School approved sabbatical leave requests of all faculty members who are entitled to such leave. In such cases, the Chair/Director and the members whose leaves were approved shall attempt to work out a schedule acceptable to all parties.

Where agreement cannot be reached in such a case, the leaves shall be arranged in the following order of priority:

1. any faculty member who has their sabbatical leave postponed shall have priority claim to sabbatical leave in the next period of half-year or full-year leave, as is applicable;

2. members with the greatest number of credits;

3. in the case of a tie, the order of the leaves shall be arranged by lot.

Q. A faculty member's first work obligation while on sabbatical leave is the fulfillment of the terms of their leave duties. Faculty members may engage in outside employment while on paid leave only to the extent that such employment does not interfere with the faculty member's leave obligations to the University. A faculty member on paid leave shall report to the University any outside remuneration received while on leave, which would not have been received had they not been on leave. Such reporting shall be made at the time of application for sabbatical leave; or in circumstances where the faculty member requests a substantive change to the sabbatical plan as previously approved and upon submission of the faculty member's sabbatical report.

R. During the first academic semester after returning from paid leave, a faculty member shall provide to the Dean and the Chair/Director a written report of activities undertaken and objectives accomplished while on paid leave, including any outside remuneration received whilst on leave, consistent with clause Q above.

S. While on leave, the faculty member's entitlement to increment will not be interrupted, save and except as provided for in Article 13 and Appendix A, paragraph D.6.

T. The faculty member on leave will be deemed to be a member of the Faculty and will therefore continue to participate in the medical, dental, extended health, and Group Life Insurance benefits.

U. In addition to the benefits covered above, the faculty member on leave must contribute to their pension based on salary while on leave and will continue to be covered by the Long-term Disability Plan. Members of the Toronto Metropolitan University Pension Plan have the option of contributing to the pension plan on the basis of their notional Faculty Association salary. In the case of disability, the benefit will be 80 percent of the faculty member's notional Faculty Association salary. The premiums for the benefits will be shared as if the faculty member were in active employment.

V. When a sabbatical is interrupted by pregnancy/parental/adoption leave, or sick leave of more than three months, or other such extenuating circumstances, and when such conditions or circumstances are documented by the member and approved by the University, such approval not to be unreasonably denied, sabbatical credits shall be returned to the member for time planned but not taken on sabbatical leave. In such cases, credits are rounded to the nearest 0.5 credit.

6.2 LEAVES WITHOUT PAY

A. A faculty member may be granted leave without pay, subject to the operational requirements of the member's Department/School.

B. In order to receive service credit in the Toronto Metropolitan University Pension Plan, a faculty member on leave without pay who is a member of this Plan is required to contribute to the Plan an amount equal to the contributions due on the basis of notional Faculty Association salary. These contributions are to be paid in two equal installments - the first at the beginning of the leave and the second at the end of the leave.

C. A faculty member on leave without pay is eligible to continue their Group Life Insurance at the rate in effect immediately prior to the commencement of leave and to participate in the Long-term Disability Plan.

D. The cost of participation in the available benefits will be paid entirely by the faculty member annually in advance. Where the approved leave was granted for educational or compassionate reasons, the University will refund to the faculty member upon their return to active employment that portion of the premiums which it would normally have paid had the faculty member been in active employment.

E. Association dues will be paid by the faculty member concerned in advance for the period of the authorized leave without pay. Payment will be made to the

University, which will turn over any such collected dues to the Association together with the next remittance of dues deducted from the salary of other members (Article 2.4.C.).

SPECIAL LEAVES

6.3 COMPASSIONATE AND BEREAVEMENT LEAVE

A leave of absence of up to five (5) working days with pay may be granted by the Chair/Director for compassionate and/or bereavement reasons. The Dean/Vice-Provost, Students/Dean of Libraries may, in exceptional circumstances, extend this period to twenty (20) working days.

6.4 PREGNANCY, ADOPTION AND PARENTAL LEAVE

General

The employee will continue to accrue seniority during their pregnancy, adoption or parental leave, and the University will continue the employee's benefit coverage during this leave period, unless the plan is contributory and the employee has elected to discontinue contributions. This means that employees who contribute to the Toronto Metropolitan University Pension Plan may elect to continue their contributions to the Plan during their pregnancy, adoption and parental leave.

Recognizing that a faculty member may be unable to fulfil teaching commitments due to a pregnancy, adoption or parental leave of absence conflicting with the semester, it may be necessary therefore for the member to be withdrawn from instructional duties during the entire semester of the leave. Notwithstanding this clause, if a faculty member wishes to continue to teach they may apply to continue to teach and permission will not be unreasonably denied. If a member is withdrawn from instructional duties other employment within the University will be made available at the member's regular salary.

There may be circumstances, in advance of a faculty member returning from pregnancy and/or parental leave or adoption leave, when the member, in order to facilitate their return to teaching, SRC and Service duties may consult with their Chair/Director and Dean regarding a potential adjustment to their faculty obligations on return from leave.

6.5 PREGNANCY LEAVE

Members of the Association shall be entitled to pregnancy leave as provided for in the Employment Standards Act. During such leave the University will pay to the member a Supplementary Unemployment Benefit (SUB) at the time that normal salary payments would be paid.

During pregnancy leave the University shall pay 95% of the employee's weekly salary minus any payments to which the employee is entitled under the Employment Insurance Act as outlined below:

A. Pregnancy Leave Benefit Level

It is understood that for the duration of the pregnancy leave, which will not exceed 17 weeks, the combined weekly level of Employment Insurance benefit, SUB payments and other earnings will not exceed 95% of the member's normal weekly earnings.

In accordance with the SUB Plan requirements, for the first weeks of the pregnancy leave, the employee shall receive 95% of their weekly salary from the University.

For the next 16 weeks of pregnancy leave the member shall receive payment(s) equal to the difference between the sum of the weekly Employment Insurance benefits and any other earnings received by the employee and the 95% of the weekly salary which they were receiving on the last day worked prior to the commencement of the pregnancy leave.

B. Application

The members of the Association must apply for and be in receipt of Employment Insurance benefits before the SUB payments become payable.

C. Non-Receipt of Employment Insurance Benefits

A member of the Association who is not in receipt of Employment Insurance benefits will not be eligible for SUB payments except if the member of the Association:

1. has insufficient insured weeks to qualify for Employment Insurance benefits

2. has exhausted their Employment Insurance benefits

3. is serving the Employment Insurance waiting period.

D. Approval of SUB Plan

The implementation of the pregnancy leave provisions as mutually agreed to by the parties and reflected in the SUB Plan as outlined above, is subject to required approval by the applicable federal agencies. The members do not have the right to SUB payments except for supplementation of Employment Insurance benefits for the unemployment period as specified in this Article.

E. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under this plan.

6.6 ADOPTION LEAVE

A. Adoption Leave is available to an adoptive parent, other than a biological mother, who has the primary responsibility for the care of a child during the seventeen (17) weeks immediately following the coming of a child into the custody, care and control of a parent for the first time.

Adoption Leave must be applied for in writing with a minimum of two (2) weeks' notice.

Should the arrival of the child into the custody, care or control of the member be unanticipated or unscheduled the member will provide as much notice as possible.

B. A member of the Association making such an application must confirm in writing that they will in fact have the primary responsibility for the care of the child during the period of the leave.

C. Application

The members of the Association must apply for and be in receipt of Employment Insurance benefits before the SUB payments become payable.

D. Non-Receipt of Employment Insurance Benefits

A member of the Association who is not in receipt of Employment Insurance benefits will not be eligible for SUB payments except if the member of the Association:

1. has insufficient insured weeks to qualify for Employment Insurance benefits;

2. has exhausted their Employment Insurance benefits;

3. is serving the Employment Insurance waiting period.

E. The University shall pay ninety-five 95% of the member’s weekly salary during the one-week waiting period for Employment Insurance benefits and for the next sixteen (16) weeks of Adoption Leave, shall pay the difference between Employment Insurance benefits and ninety-five (95%) of the member’s weekly salary which they were receiving on the last day worked prior to the

commencement of the Adoption Leave, provided that the employee applies for and receives Employment Insurance benefits.

F. A member of the Association who takes adoption leave under Article 6.6 is entitled to a parental leave of absence for a period of up to sixty-one (61) weeks or such shorter or longer period as prescribed by the Employment Standards Act, as per Article 6.7. The parental leave of a member of the Association who takes adoption leave must begin when the adoption leave ends.

G. In the case of a Limited Term Faculty member, Adoption Leave will be limited to and not extend beyond the period of time remaining in the defined term.

H. Notwithstanding 6.6.A., a member may request that the adoption leave begins up to two weeks before the child is expected to arrive into the custody, care or control of the member, and such requests shall not be unreasonably withheld. However, the payment referred to in Article 6.6.D. will only apply following the date upon which the child comes into the custody, care and control of the member.

I. If both adoptive parents are members of the Faculty Association, the adoption leave benefit of 17 weeks can be taken entirely by one parent or it may be divided between the two, so long as each of the parents confirms that they will have primary responsibility for the care of the child during the period of the leave.

6.7 PARENTAL LEAVE

A. Every member of the Association who becomes a parent of a newborn or adopted child is entitled to an unpaid parental leave in accordance with the provisions of the Employment Standards Act. The University will further provide such employees with up to twelve (12) weeks paid leave of absence at 95% of salary less any EI payments to which the employee is entitled. Normally, such paid leave will be in respect of the first twelve (12) weeks of this absence and is contingent upon the employee applying for EI and being in receipt of EI benefits. In the case of a one-week EI waiting period, once an employee has received EI benefit approval, the University will pay the full 95% of the member's weekly salary for that week. In respect of the next eleven (11) weeks of this absence the University will pay the difference between 95% of the member's weekly salary and the EI benefit amount.

B. The above paid and partially paid period of leave shall not increase the total eligible time away from work which shall be as provided for by the Employment Standards Act.

C. Application

The members of the Association must apply for and be in receipt of Employment Insurance benefits before the SUB payments become payable.

D. Non-Receipt of Employment Insurance Benefits

A member of the Association who is not in receipt of Employment Insurance benefits will not be eligible for SUB payments except if the member of the Association:

1. has insufficient insured weeks to qualify for Employment Insurance benefits;

2. has exhausted their Employment Insurance benefits;

3. is serving the Employment Insurance waiting period.

E. Parent includes an employee with whom a child is placed for adoption and an employee who is in a relationship of some permanence (in accordance with the Family Law Act) with a parent of a child and who intends to treat the child as their own.

F. Parental leave must begin within seventy-eight (78) weeks from the day the child is born or comes into the custody, care and control of the member for the first time. Parental leave must be taken in a consecutive time period.

G. Where a pregnancy leave is taken, parental leave must begin immediately when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.

H. The member's parental leave can last up to sixty-three (63) weeks. However, if the member also took pregnancy leave or adoption leave, their parental leave cannot exceed sixty-one (61) weeks.

6.8 SPECIAL LEAVE

The University may allow time off and/or may financially assist faculty members who wish to take short courses of a specialized nature approved by the University, or to attend annual meetings of professional societies approved by the University.

6.9 POLITICAL LEAVE

There is an obligation upon the University as an institution to see to it that no impediments are placed in the way of a member of the academic staff with a desire to enter public life.

A. A faculty member who is considering becoming a candidate for public office shall consult with the Chair/Director of their Department/School about the effect of

their political candidacy on the academic welfare of the Department/School, bearing in mind:

1. their short term absence during the campaign period;

2. their possible long term absences; and

3. the possibility of continuing some academic duties on a part-time basis if the demands of their public service permit.

B. The faculty member shall be entitled to leave of absence with full salary during the campaign for election upon the following basis:

1. for election to the Parliament of Canada: leave for the equivalent of one month;

2. for election to the Legislature of Ontario: leave for the equivalent of one month;

3. for election to a Municipal Council, Commission, or Board: leave for the equivalent of five days;

4. for election as Mayor of a Municipality: leave for the equivalent of ten days.

5. for election to full-time Indigenous governing positions: leave for the equivalent of ten days.

The period of leave in each case need not be taken on consecutive days or necessarily in whole days. This entitlement shall apply to the candidate's first and second campaigns, but to none thereafter, except that where they are defeated in their first candidacy and elected on their second, they may claim the same entitlement if they are a candidate at the next succeeding election.

C. If the member of the Association is elected they shall, while serving in the office to which they have been elected, be entitled to leave of absence upon the following basis:

1. Parliament: leave of absence without salary for a period up to five years;

2. Legislature: leave of absence for attendance at the sittings of the Legislature, subject to a pro rata reduction in salary and in responsibilities; leave of absence without salary for a period up to five years will be granted to those who choose to view such position as a full time job.

3. Municipal Council, Commission or Board: leave of absence for attendance at sittings of the Council, Commission or Board subject to a pro rata reduction in salary, if significant, and in responsibilities; leave of absence without salary for a period up to five years will be granted to those who choose to view such position as a full time job.

4. Mayor of a Municipality: leave of absence without salary.

5. Indigenous governing positions: leave of absence with a pro rata reduction in salary, if significant, and in responsibilities; leave of absence without salary for a period of up to five years will be granted to those who choose to view such a position as a full-time job.

D. During the extended leave, the member of the Association shall have all the normal rights of members on leave of absence.

E. If a member of the Association, whether serving as such or on leave granted to them on election to Parliament or the Legislature, is appointed a Minister of the Crown, they will be expected to resign their University post.

F. Arrangements involving full time leave of absence normally shall hold for one term of public service or five years, whichever is the longer. If the member of the Association continues to serve after the five year period, then they will be expected to resign their University post. If thereafter, they wish to return to the University, their appointment shall be by a procedure similar to that used for an original appointment. Arrangements involving part time leave of absence may be renewed beyond the five year period so long as the duties of the member of the Association to the University do not suffer.

G. After the expiry of their term of public service, the member of the Association, if they have not resigned from the University in accordance with the provisions of F., shall return to the University and it shall be incumbent on the Chair/Director of their Department/School to arrange their program so as to facilitate their return to full academic effectiveness.

H. These conditions shall not preclude the possibility of making other mutually acceptable arrangements, a copy of which shall immediately be sent to the Association.

6.10 FACULTY EXCHANGE LEAVES

A. A faculty member who has received the Vice-Provost, Faculty Affairs' approval to participate in a faculty exchange program with another institution with which the University has an exchange agreement retains active full-time employment status with the University in all respects except that their academic assignments during

the period of the exchange leave shall be determined by the appropriate academic officer of their host institution.

B. The period of such an exchange leave shall normally not exceed one year.

C. An exchange Professor who comes to the University under the terms of a formal exchange program shall not be a member of the Association. Their academic assignments while at the University shall be recommended by the Dean on the advice of the Chair/Director and approved by the Vice-Provost, Faculty Affairs.

6.11 LEGAL LEAVE

The Board shall grant leave of absence with pay to a faculty member who is called to serve as a juror, a witness, or, in the case of an action resulting from the performance of their contractual obligations to the University, as either a plaintiff or defendant, in a court of law. Any reimbursement for such duty, less out of pocket expenses, shall be remitted forthwith to the University cashier.

6.12 SICK LEAVE

A. A member of the Association is eligible for sick leave up to a maximum of sixty-six (66) consecutive working days at full salary, from the date of disability due to illness, accident or injury, for each separate disability, provided:

1. when unable to attend to their duties for reasons of illness, accident or injury, the member will contact the office of their Chair/Director promptly, giving the reason for the absence. Any member may be required by the University to substantiate the reasons for any such absence; and,

2. after each absence of more than seven (7) consecutive working days the University may, with reasonable notice, request that an acceptable medical certificate containing prognosis and dates of absence, be submitted to the University's Human Resources representative. Where such a request is made, the member may not return to work without the above medical certificate; and,

3. that the University has the right to have a member of the Association examined medically at reasonable intervals during continuous absences of over five (5) working days; and,

4. that the University may request the member of the Association to be medically examined with respect to the disability related to their absence in order to determine if that member is fit to return to active employment; and,

5. that for the medical examinations described in 3. and 4. immediately above, the University's Human Resources representative shall make every reasonable effort to consult with the member of the Association in an effort to identify a physician acceptable to the University and the member. Should there be no agreement within twenty (20) working days between the University and the member, a specialist in the appropriate discipline shall be designated by the head of the Ontario Medical Association or by such other method of selection agreed to by the Association and the University. The costs for such examinations shall be borne by the University.

6. Members of the Association who are absent from work for more than 66 consecutive working days for reasons of illness, accident or injury for a particular disability shall be subject to the provisions of Appendix A (Long-Term Disability Plan).

B. Where the University judges a member's performance of their duties and obligations to be substantially impaired and has reasonable grounds to believe this impairment may be the result of illness, the University may require that they undergo an independent medical examination. Failing agreement between the University and the member as to the independent medical examiner, the independent medical examiner shall be chosen by the head of the Ontario Medical Association or by such other method of selection as agreed to by the Association and the University. The costs for such examinations shall be borne by the University. Where such assessment indicates illness, the member will be entitled to the provisions of A. immediately above.

Whenever the University acts according to the provisions of B it shall notify the Association immediately.

6.13 SECONDMENTS

Where a member is seconded to a full-time appointment at another institution or organization, and the secondment is approved by the University, time spent at that institution shall be counted as time in service to the University.