

LETTER OF UNDERSTANDING

SABBATICAL LEAVE FOR MEMBERS WITH A CONTINUING APPOINTMENT ON THE TEACHING SCHOLAR TRACK

The Parties agree that this Letter of Understanding forms part of the 2018-2022 Faculty Collective Agreement for the life of the Collective Agreement.

WHEREAS the current Collective Agreement is silent with respect to entitlement to Sabbatical Leave for Members holding a Continuing Appointment on the Teaching Scholar track; and

WHEREAS the Parties wish to ensure Members holding a Continuing Appointment on the Teaching Scholar track are entitled to Sabbatical leave.

WHEREAS for Members holding a Continuing Appointment on the Teaching Scholar track, the Member's Academic Responsibilities in the area of Scholarship Activities need be equivalent to at least 20% of their Workload to be counted towards the accrual of eligibility of to apply for a Sabbatical Leave. With this recognition, the remaining provisions of the *Sabbatical* Leave article continue to apply, with the amendments proposed below.

The parties hereby agree to the following:

1. The 2018-2022 Faculty Collective Agreement *Sabbatical Leave* article will be amended effective March 19, 2021 as follows (where underlining denotes additional language and strikethrough denotes removal):

Sabbatical Leave

2. Only Tenured Members, Members holding a Continuing Appointment on the Teaching Scholar track, and the following Members who hold a Limited-Term Appointment are eligible for Sabbatical Leave: Members who hold a Limited-Term Appointment created under Clause 1.1 of the Article *Transition Provisions* of the 1998-2002 Collective Agreement (Permanent Member) and whose Letter of Appointment assigns Academic Responsibilities in the area of Research; Members who hold a Limited-Term Appointment at the rank of Associate Professor or Professor and whose Letter of Appointment assigns Academic Responsibilities in the area of Research equivalent to at least 40% of their Workload;

...

4. Subject to the provisions of Clauses 5, 6 and 7 of this Article, a Tenured Member or a Member holding a Continuing Appointment on the Teaching Scholar track is eligible to apply for a twelve-month Sabbatical Leave to begin after six years of continuous service since completion of the last Sabbatical Leave, or from the date of first Full-Time Appointment to The University of Western Ontario at the rank of Assistant Professor or above; alternatively, a Tenured Member or a Member holding a Continuing Appointment on the Teaching Scholar track is eligible to apply for a six-month Sabbatical Leave to begin after three years of continuous service since completion of the last Sabbatical Leave at The University of Western Ontario.
- 4.1 Subject to the provisions of Clauses 5, 6 and 7 of this Article, a Probationary Member who is being considered for Tenure or a Continuing Appointment on the Teaching Scholar track is eligible to apply for a twelve-month Sabbatical Leave to begin after six years of continuous service at The University of Western Ontario in a Probationary Appointment; alternatively, and also subject to the provisions of Clauses 5, 6 and 7 of this Article, a Probationary Member who is being considered for Tenure or a Continuing Appointment on the Teaching Scholar track is eligible to apply for a six-month Sabbatical Leave to begin after three years' service at The University of Western Ontario in a Probationary Appointment.
 - 4.1.1 While a Probationary Member may apply for a Sabbatical Leave in accord with Clause 4.1 of this Article, only Tenured Members, Members holding a Continuing Appointment on the Teaching Scholar track and eligible Limited-Term Members are eligible to take a Sabbatical Leave.
13. The Member's application shall be evaluated by the Dean of the Member's home Faculty using the following criteria:
 - c) the Member has a satisfactory record of accomplishment in Research or Scholarship Activities, as defined in the Article Academic Responsibilities of Members, during the previous six years. The Dean's evaluation of the Member's record of accomplishment shall include, but need not be limited to:
 - (ii) any other evidence of progress or accomplishment in Research or Scholarship Activities that is submitted by the Member;
- 13.4 Any Grievance of this decision shall begin at Step 2, according to the provisions of the Article Grievance and Arbitration. For any Grievance of the decision which is proceeding to Step 3 (Arbitration), the Employer shall provide to the Association's Grievance Officer a complete record of all Sabbatical applications and decisions in the unit for the most recent five (5) years. The Parties acknowledge that for the five (5) years preceding

ratification of this Collective Agreement not all records and decisions may be available. The Parties also acknowledge that Scholarship Activities for the five (5) years preceding ratification of the Letter of Understanding – Transition Provisions for Recruitment to Teaching Scholar Track Appointments will not be available.

Signed this 19th day of March, 2021