

SABBATICAL 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. Only Tenured Members 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.
 - 2.1 A Member who is a Department Chair or the Director of a School is not eligible to take a Sabbatical Leave during their term as Chair.
3. With the exception of activities pertinent to a Member's Responsibilities as a supervisor or chief advisor of graduate students, the purpose of a Sabbatical Leave is to allow an eligible Member's Workload to consist exclusively of activities defined by the Member's Academic Responsibilities in the area of Research.
4. Subject to the provisions of Clauses 5, 6 and 7 of this Article, a Tenured Member 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 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 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 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

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- Clause 4.1 of this Article, only Tenured and eligible Limited-Term Members are eligible to take a Sabbatical Leave.
- 4.2 A Member who holds a Limited-Term Appointment created under Clause 1.1 of the Article *Transition Provisions* of the 1998-2002 Collective Agreement, and who has Academic Responsibilities in the area of Research shall accrue eligibility to apply for a Sabbatical Leave in proportion to the rate of accrual defined in Clause 4 of this Article. For example a Member with a 40% commitment to Research shall be eligible to apply for a twelve-month Sabbatical Leave to begin after six years of continuous Full-Time service in the Appointment created under Clause 1.1 of the Article *Transition Provisions* of the 1998-2002 Collective Agreement, and a Member with a 20% commitment to Research shall be eligible to apply for a six-month Sabbatical Leave after six years of continuous Full-Time service in the Appointment created under Clause 1.1 of the Article *Transition Provisions* of the 1998-2002 Collective Agreement.
- 4.3 Subject to the provisions of Clauses 2, 4.3.2, 5, 6, and 7 of this Article, a Member who holds a Limited-Term Appointment and whose Letter of Appointment assigns Academic Responsibilities in the area of Research equivalent to at least 40% of their workload shall accrue eligibility to apply for a twelve-month Sabbatical Leave to begin after six years of continuous Full-Time service at The University of Western Ontario in a Limited-Term Appointment.
- 4.3.1 Subject to the provisions of Clauses 2, 4.3.2, 5, 6 and 7 of this Article, a Member who holds a Limited-Term Appointment at the rank of Assistant Professor and is being considered for Promotion to the rank of Associate Professor is eligible to apply for a twelve-month Sabbatical Leave to begin after six years of continuous Full-Time service at The University of Western Ontario in a Limited-Term Appointment.
- 4.3.2 In applying the provisions of Clauses 4.3 and 4.3.1, only those years in which the Member's Academic Responsibilities in the area of Research were equivalent to at least 40% of their Workload shall be counted towards accrual of eligibility to apply for a Sabbatical Leave.
5. The period of service accumulating towards eligibility to apply for a Sabbatical Leave may be interrupted by other Leaves allowed under this Agreement. With the exception of Compassionate Leave, Court Leave, Pregnancy and Parental/Adoption Leave and Sick Leave, if the total period of Leave exceeds three months in any one Calendar Year, none of the Leave period shall count towards the time accumulating towards eligibility to apply for a Sabbatical Leave.
6. Any agreement made between the Employer and a Member under the provisions of the Articles *Alternative Workload* or *Reduced Workload* shall contain explicit provisions defining the method by which Sabbatical Leave eligibility will be calculated during the period of the Alternative Workload or Reduced Workload.

7. Members who have been appointed directly from a position at another University may be granted a maximum of three years' credit for service at the other University. Subject to this maximum, the service at other Universities shall normally count at the rate of one year Sabbatical credit for each two years of service. The extent to which service at the other University will count towards eligibility to apply for a Sabbatical Leave must be agreed upon at the time of the Member's Appointment and must be stated in the Member's Letter of Appointment.
- 7.1 The provisions of Clause 7 of this Article shall also apply to a Member who is appointed directly from a Limited-Term appointment at The University of Western Ontario, provided the Limited-Term appointment included Academic Responsibilities in the area of Research equivalent to at least 40% of their workload.
8. All Sabbatical Leaves shall be for either six or for twelve months at 85% of salary, except the first Sabbatical Leave after the probationary period at The University of Western Ontario, which shall be at 90% of salary.
9. Subject to Clause 14, a twelve-month Sabbatical Leave shall normally commence on July 1 and terminate on June 30 of the Academic Year for which a Sabbatical Leave has been approved. With the approval of the Dean, a Sabbatical Leave may commence on January 1 and terminate on December 31 of the same year.
10. Subject to Clause 14, a Member may request that a six-month Sabbatical Leave start on either July 1 or January 1 of the Academic Year for which a Sabbatical Leave has been approved by the Employer. A six-month Sabbatical Leave that is approved to start on July 1 shall terminate on December 31 of the same year; a six-month Sabbatical Leave that is approved to start January 1 shall terminate on June 30 of the same year.
11. A Member on Sabbatical Leave shall undertake a full-time commitment to Research, and shall not accept paid employment that conflicts with this commitment. Total employment income during the Sabbatical Leave shall not exceed 125% of normal salary without prior approval of the Provost.
12. A Member applying for a Sabbatical Leave shall provide the following to the Dean of their Faculty with a copy to their Chair or Director, where applicable:
 - a) an up-to-date *curriculum vitae*;
 - b) a description of the nature and location of the activities to be undertaken during the Sabbatical Leave, and a description of the expected outcomes;
 - c) a copy of all invitations if the Member intends to spend all or part of the Sabbatical Leave at one or more locations other than the Member's normal, assigned workplace. Where the Member intends to spend more than six months outside of the Province of Ontario, the Member shall so indicate so

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that WSIB coverage can be continued;

- d) if applicable, a copy of the report submitted following the previous Sabbatical Leave;
 - e) the requested start and end date;
 - f) a description of all Leaves taken (including the dates of departure and return) in the previous seven years;
 - g) a copy of the Member's Letter of Appointment, if this letter dealt with Sabbatical Leave credit referred to in Clause 7; and
 - h) other documents, if any, demonstrating the Member's progress or accomplishments in Research as defined in the Article *Academic Responsibilities of Members*, during the previous six years.
- 12.1 These documents must be received in the Office of the Dean not later than the second Monday in September of the year preceding the Academic Year during which the Sabbatical Leave is to commence.
13. The Member's application shall be evaluated by the Dean of the Member's home Faculty using the following criteria:
- a) the application is complete and accurate;
 - b) the Member meets the eligibility criteria set out in Clauses 1, 2 and 4 through 7 of this Article;
 - c) the Member has a satisfactory record of accomplishment in Research, 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:
 - (i) the Annual Performance Evaluations of the preceding years; and
 - (ii) any other evidence of progress or accomplishment in Research that is submitted by the Member;
 - d) the proposed activities and the expected outcomes are viable and credible, and consistent with the purpose of Sabbatical Leaves;
 - e) the report on the previous Sabbatical Leave, if any, provides evidence that the applicant's research activity and productivity will be enhanced by a Sabbatical Leave; and
 - f) the Member is able to comply with the provisions of Clause 19 of this Article.

- 13.1 Where a Member's Appointment is in a Department, the Dean shall consult with the Department Chair. Where the Member is appointed in more than one Unit, the Dean shall consult with the Chair/Director/Dean in that Unit. The Employer shall then approve or deny the application. Such approval shall not be arbitrarily withheld and any decision not to approve shall be accompanied by written reasons.
- a) Where the provisions of Clause 13.2 below have not been applied, the Employer shall approve or deny the application by December 15 of each year, except in the case of Probationary Members who successfully apply for Promotion and/or Tenure, in which case the Employer shall approve or deny the application within two weeks of the Provost's decision with respect to Promotion and/or Tenure.
 - b) Where the provisions of Clause 13.2 below have been applied, the deadlines for approval or denial in Clause 13.1 a) above shall be extended by six weeks.
- 13.2 If the Dean finds in their initial consideration of the application for a Sabbatical Leave that the application may not meet the criteria listed in Clause 13 a) through f) above, the applicant shall be sent a letter asking for more information. If, after receiving the information (or no information is forthcoming within two weeks of the request), the Dean still finds that the application may not meet the criteria listed in Clause 13 a) through f) above, the Dean shall provide the applicant with a letter describing the manner in which, in the Dean's view, the criteria have not been met. This letter shall contain an invitation to the applicant to meet with the Dean. At such a meeting, the Member may be accompanied by a representative of the Association. The meeting with the applicant shall take place before the Employer makes its decision, unless the applicant declines the invitation, or fails to meet with the Dean within two weeks of the letter being sent.
- 13.3 A copy of the Member's application for a Sabbatical Leave, and any correspondence arising through the application of Clause 12 through 13.2 of this Article, shall be placed in the Member's Official File.
- 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.
14. In the judgment of the Dean, it may be necessary for a Member to postpone their Sabbatical Leave by up to one year in order to ensure the effective functioning of the Faculty. If an approved Sabbatical Leave is so postponed, the Member shall be eligible to apply for a subsequent Sabbatical Leave to begin up to one year earlier than the eligibility requirements in Clauses 1, 2 and 4 through

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7 dictate. In the case where the Member's deferred Sabbatical Leave occurs in the year containing the Member's Normal Retirement Date, the provisions of Clause 19 shall not apply.

15. Subject to Clause 14, a Member for whom a Sabbatical Leave has been approved shall proceed on the Sabbatical Leave on the approved date and for the approved period, except by mutual agreement of the Member and the Dean.
- 15.1 If a Member becomes ill or injured while on Sabbatical Leave such that the Sabbatical Leave cannot be completed, the Member may, at the Member's discretion, elect to go on Sick Leave and the provisions of Clause 6.3 of the Article *Income Security* shall apply, including the deferral of the balance of the Sabbatical Leave if more than three months are remaining.
16. A Member granted a Sabbatical Leave may request a Moving Expense Reimbursement and/or a Research Grant, in lieu of a portion of their salary, while on Sabbatical Leave in accordance with Clauses 52-52.4 in the Article *Compensation and Benefits*.
17. Members on Sabbatical Leave are not eligible for consideration for Promotion while on Leave. The record of activity in Research shall be included if/when a Member is subsequently considered for Promotion.
- 17.1 Notwithstanding the provisions of Clause 17 of this Article, a Member may be considered for Promotion during a Sabbatical Leave as long as the Member undertakes to be available to participate in the process (for example, to provide materials for the File, to respond to requests for information or consultation by the Committee, or to respond to any concerns the Provost may have with the File). A Member may meet this undertaking by providing information or responding to concerns by e-mail or FAX, and by participating in any consultation by teleconferencing. If the Member fails to meet the undertaking, then the consideration of the File shall be terminated.
18. Upon completion of a Sabbatical Leave, the Member shall, within three months, provide the Dean of their Faculty with a report describing the activities undertaken during the Sabbatical Leave and the actual and anticipated outcomes.
19. A Member on Sabbatical Leave shall return to their position for a period equal to the length of the Sabbatical Leave. Should a Member not satisfy this condition, they shall be indebted to the Employer for the sum of monies paid to them by the Employer during their Sabbatical Leave, unless the Employer waives such obligation.
20. A Member on Sabbatical Leave shall be deemed to have an Alternative Workload of 10% Teaching, 90% Research and no Service.
- 20.1 Notwithstanding the provisions of Clause 20 of this Article, for the purposes of

Annual Performance Evaluation a Member may opt to be deemed to have an Alternative Workload in which the balance of Teaching relative to Research is increased to take into account activities pertinent to the Member's Responsibilities as a supervisor or chief advisor of graduate students. Such option shall be requested in the application for the Sabbatical Leave.

21. If a Member has made prior agreement with the Dean to receive the same assessment as in the year prior to the Sabbatical Leave, then the Member is not required to submit an Annual Report.
22. If a Member on Sabbatical Leave plans to remain at the University for the majority of the Leave, the Member shall retain their assigned office and any assigned laboratory space, pursuant to Clause 4 of the Article *Working Conditions*.
23. If a Member on Sabbatical Leave has responsibility for graduate students and/or an active laboratory, and that Member plans to be off campus for the majority of the Leave, then the Member shall make arrangements for the supervision of graduate students and for compliance with safety regulations.
24. The Association agrees to recognize and enforce agreements respecting Sabbatical Leave credit between the Employer and a faculty member who is not a Member of the faculty Bargaining Unit, upon return of the faculty member to the Bargaining Unit.