

Carleton University's response (using MSWord tracked change) on Article 20.1(d) with respect to collective bargaining with the Carleton University Academic Staff Association (CUASA) CUASA proposal

Without Prejudice

Date: ~~June 26~~ August 08, 2012

## Article 20 Leaves

### 20.1 Leave of Absence Without Pay

(a) With the exception of leave of absence for compassionate reasons, at least six (6) months prior to the beginning of the leave of absence without pay, a faculty employee must submit a written statement to the appropriate dean describing in detail the nature and location of the activities to be undertaken during the leave period. If no detailed statement is provided or if the dean is dissatisfied with the statement, s/he, in consultation with the department, may seek revision of the statement; if no satisfactory revisions of the statement are forthcoming, the ~~d~~Dean may recommend to the President that the leave be denied. In cases where less than six (6) months' notice of the request for leave is provided, such requests may be considered but approval of leave in this instance is less assured. ~~The Dean shall not unreasonably deny a leave of absence without pay.~~

(b) If applied for in accordance with 20.1(a) permission for leave of absence without pay shall be considered with due regard to the continued effective functioning of the academic program and the needs of students. Permission may be denied where it would cause an adverse impact on the academic program or the needs of students. Leave of absence without pay under this Article shall not, except by agreement between the employer and employee, normally exceed two (2) consecutive years except for Political Leave as provided for in Article 20.3. Leaves of absence without pay shall not be renewed. Any additional leave of absence without pay must be requested in accordance with Article 20.1(a).

(c) An employee on leave of absence without pay shall continue as a member of the academic staff and a member of the bargaining unit.

(d) Except as provided in Article 13.5(c), an employee on leave of absence without pay shall be ~~entitled but not~~ required to maintain membership in the benefit plans ~~from time to time~~ in force, provided the plans so permit and that the employee pays the total cost involved. ~~Employees contemplating opting out of membership in the benefit plans while on leave of absence must have a scheduled appointment with CUASA prior to signing any benefit consent forms.~~

(e) The employer shall, on the day following completion of leave of absence without

pay, credit to the employee for the purpose of a sabbatical, tenure, confirmation and promotion any period of service which stood to the employee's credit on the day prior to the commencement of such leave.

- (f) An employee on leave of absence without pay shall receive such additions to his/her nominal salary as shall be implemented, as a result of collective bargaining from time to time during the period of the leave and shall be eligible, under the conditions specified in Article 41.3(g), to have career development increments added to his/her nominal salary. The eligibility of an employee for a career development increment shall be specified in the written communication referred to in Article 20.1(g).
- (g) Three (3) months prior to the commencement of such leave the employer shall inform the employee in writing of all agreed terms and conditions upon which the granting of leave is based, including a reference to the specific section(s) of the Collective Agreement which governs the type of leave granted and specifying a deadline for acceptance or rejection of the said terms and conditions.
- (h) The employee shall not be deemed to have accepted the terms of such leave of absence until he/she has so notified the employer in writing. Failure to accept within the deadline specified in Article 20.1(g) shall be deemed to constitute nonacceptance.
- (i) Once accepted by the employee, the employee becomes responsible for any cost to the University arising directly out of a subsequent change altering the arrangements with respect to such leave.