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- 1. With the exception of Caregiving Leave, 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. The purpose of Education Leave is to provide the Member with a period in which to pursue studies, or to undertake training or other activities, including teaching-related research, in order to expand or improve their qualifications in the area of Teaching. Such Leave shall not be granted merely to enable the Member to fulfil the requirement to maintain competence under Clause 9 of the Article Academic Responsibilities of Members, but may be granted where the Employer determines that the Leave will be of Leave will not interfere with the ability of the Unit(s), to meet their operational requirements. Notwithstanding, such leave will not be arbitrarily denied. If the request is denied, the Employer shall give written reasons for the denial.
- 3. All Full-Time Members are eligible to apply for Education Leave.
- 4. An Education Leave shall not exceed one year.
- 5. Members granted an Education Leave shall be obliged to return to their previous position for a time equal to the period of the Leave. Should a Member not satisfy this condition, the Member shall be indebted to the Employer for the sum of the salary, benefits and pension contributions paid to the Member by the Employer during the Education Leave, unless the Employer waives such obligation.
- 5.1 If a Member becomes ill or injured such that the Education Leave cannot be completed, the Member may choose to cancel the Education Leave. In such a case, the provisions of Clause 9.4 of the Article *Income Security* shall apply, including the possible deferral of the balance of the Education Leave if more than three months are remaining.

6.

6.1 Notwithstanding the provisions of Clause 6 of this Article, a Member and the Employer may agree to a Reduced Workload arrangement with salary and benefits as described in the Article Reduced Workload, during the period of the Education Leave.

- 7. A Member granted an Education Leave may request a Moving Expense Reimbursement and/or a Research Grant, in lieu of a portion of his/her salary, while on Education Leave in accordance with Clauses 52 52.4 in the Article Compensation and Benefits.
- 8. Sabbatical Leave credit shall be earned during an Education Leave subject to the provisions of the Article Sabbatical Leave, and subject to any agreement concerning the rate of accrual of Sabbatical Leave eligibility arising from a Reduced Workload during the Education Leave.
- 9. Any application for Education Leave shall be made by a Member to the Dean of