

# KNOW YOUR CA

## Leaves

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### Article 33

There are several forms of leaves in Article 33 of the Collective Agreement. Most of them are

straightforward, but we thought it prudent to give some information on details about which we regularly receive questions, as well as to point out some new details. We strongly urge you to read the full article to make sure you are familiar with all the details.

Leaves to which you are entitled:

- Academic Leave (for tenured faculty Members and continuing appointment librarian and archivist Members only)
- Bereavement Leave
- Compassionate Leave
- Sick Leave, Child-Care Leaves (Maternity and Parental) and Adjustment of Duties following the Leave
- Leave to Seek Office
- Court and Related Leave

Leaves that you have to negotiate:

- Leave for Personal Reasons
- Negotiated Leave

The leave with the most complicated rules is the Academic Leave, commonly referred to as sabbatical.

You should review carefully the entirety of Article 33.1 to make sure you know the various timing convolutions possible, including request of an early Academic Leave (Article 33.1.6) and deferral of Academic Leave (Article 33.1.7). As a guide to when you are entitled to an Academic Leave over the course of your career, think of the big picture of one year of Academic Leave in every seven years worked at Queen's. A Negotiated Leave will affect this big-picture timing (Articles 33.1.2.2 and 33.6).

Please note that you must apply for Academic Leave when you are eligible. Failure to do so means the year that is not taken as Academic Leave will not count toward the eligibility for any subsequent Academic Leave (Article 33.1.3.2).

You should be aware that it is possible to interrupt or to delay the beginning of your Academic Leave and return to it later on if you have to take, for example, Sick Leave or Compassionate Leave, and you should not hesitate to ask for such an interruption. As Article 33.1.1.1 points out:

Academic Leaves are to serve the objectives and goals of the University by providing faculty Members with a regular opportunity to maintain and enhance the quality of their scholarship and teaching

and it is not possible to work diligently towards this goal if you need to take

care of health or other serious matters.

There is one new provision pertaining to Term Adjuncts and Leave, and it is that Child-Care Leave taken pursuant to Article 33.3.8.1 shall count as an authorized leave for the purpose of service and continuity (Article 32.5.5).

### Pension and Benefits Implications

While on any of the leaves in Article 33, you have the option to contribute to the Pension Plan or not (Article 33.7).

Benefits continue with the normal cost sharing if you are on a leave where you continue to be paid. If you are on an unpaid leave, you have the option to continue your benefits at your own full cost (that is, you pay the share that the University usually pays for you) for up to two years; Article 33.6.5 is not explicit about the time period, but two years seems to be the current limit from Great West for continuation of benefits while on leave.

The rules around taking leaves are fairly well laid out, but questions always arise. For example, you are not to be asked to take on any service or teaching duties during a sick leave and nor should you do so because there is a legitimate reason for being off work, but you might feel well enough to read a few articles in your area of research even so, and this is not forbidden.

If you are ever unclear about your entitlement to a leave or have any

questions about what you may or may not do during a leave, please contact the QUFA office. We ask that you read Article 33 before contacting us with your questions.

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*Know Your CA is edited by Robert G. May.*