

## Union Proposal – February 2, 2016

### ARTICLE 49

#### EDUCATION LEAVE WITHOUT PAY

**49.01** The Employer recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide. **Such requests shall not be unreasonably denied.**

**49.02 Remove.**

**49.02** Allowances already being received by the employee ~~may, at the discretion of the Employer,~~ **shall** be continued during the period of the education leave. ~~The employee shall be notified when the leave is approved as to whether such allowances are to be continued in whole or in part.~~

**49.03**

- (a) As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.
- (b) If the employee:
  - (i) fails to complete the course,
  - (ii) does not resume employment with the Employer on completion of the course,  
or
  - (iii) ceases to be employed except by reason of death or lay-off before termination of the period he or she has undertaken to serve after completion of the course,the employee shall repay the Employer all allowances paid to him or her under this Article during the education leave or such lesser sum as shall be determined by the Employer.

**49.04** In the event there are more requests subject to 49.01 than the Employer can accommodate, years of service shall be the determining factor for the granting of such requests.

**49.05** The Employer shall not unreasonably deny employee requests for leave without pay for educational opportunities outside of those that meet the criteria contained in 49.01.

## Union Proposal – February 2, 2016

### ARTICLE 50 CAREER DEVELOPMENT LEAVE

**50.01** Career development refers to an activity which ~~in the opinion of the Employer,~~ is likely to be of assistance to the individual in furthering his or her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:

- (a) a course given by the Employer;
- (b) a course offered by a recognized academic institution;
- (c) a seminar, convention or study session in a specialized field directly related to the employee's work.

**50.02** Upon written application by the employee and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in clause 50.01. **Such requests shall not be unreasonably denied.** The employee shall receive no compensation under Article 28, Overtime, or Article 32, Travelling Time, during time spent on career development leave provided for in this Article.

**50.03** Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them ~~which the Employer may deem appropriate.~~

**50.04** **In the event there are more requests subject to 50.01 than the Employer can accommodate, years of service shall be the determining factor for the granting of such requests.**

**Union Proposal – February 2, 2016**

**ARTICLE 51**

**EXAMINATION LEAVE WITH PAY**

**51.01** ~~At the Employer's discretion,~~ Examination leave with pay ~~may~~ **shall** be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work.

**51.02** **Where possible, examinations conducted by the Employer shall be scheduled during the employee's regular working hours.**