

Carleton University's response (using MSWord tracked change) on Article 20.5 with respect to collective bargaining with the Carleton University Academic Staff Association (CUASA) CUASA proposal

Without Prejudice

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

20.5 **Sick Leave**

- (a) In cases where employees of the bargaining unit are legitimately absent from their duties because of illness, they shall be entitled to full salary and all other benefits for a period of one hundred and eighty (180) calendar days or until benefits under the Group LongTerm Disability Plan come into effect, whichever may be the shorter of the two (2). The employer shall be entitled to request a medical certificate indicating that the employee is unable to fulfil his/her duties, in all cases of absence in excess of five (5) working days. Employees shall notify the appropriate dean or the University Librarian of their absence and its estimated duration. Insofar as reasonable, other employees shall assume the workload of persons on sick leave in order to ensure that scheduled academic activities need not be cancelled.
- (b) In case of absence of three (3) months or more due to illness, the employer may, at its discretion, require that the employee be examined by a medical practitioner of the employee's choice, for the purpose of evaluating the employee's fitness to return to work. Such examination may only be requested after the employee indicates that s/he intends to return to work.
- (c) ~~A tenured member who returns from Long Term Disability (LTD) shall have their category, status, and rank restored within the academic unit to which they were appointed prior to being on LTD. Should the academic unit no longer exist the employer shall provide an equivalent appointment to a unit which is most closely associated with the discipline of the member. Any such appointment shall be in the category, status, and rank the member previously held prior to being on LTD.~~