

ADMINISTRATIVE PROCEDURE NO. 410

LEAVES OF ABSENCE

Background

Employees may request a leave of absence for personal or professional reasons. However, the needs and interests of students in the school, particularly with respect to continuity of instruction, must be considered paramount in all decisions regarding employees leaving their assignment for short or extended periods of time.

Procedures

I. *General*

1. No class may be left without the supervision of a teacher or substitute teacher.
2. All requests from employees for leave from their duties, shall be directed, as per Leave of Absence Form, to the office of the Associate Superintendent-Personnel.
3. All requests for leaves may be approved by the Associate Superintendent of Personnel, after having received the request on the prescribed form.
 - A. Notice of sick leave to be taken shall be registered on the Substitute Teacher Program (AESOP) or be directed by phone to the school principal or designate.
 - B. Applications for attendance at professional meetings, institutes, workshops or seminars require prior approval by the school principal/supervisor.
 - C. Emergency leave shall be arranged by phone with the principal/supervisor, and confirmed via Leave of Absence form after return from leave. If the leave is anticipated to be five or more days, telephone arrangements will be made with the Associate Superintendent-Personnel and will be followed by a written confirmation of the leave upon return.

II. *Personal Leave: Sickness, Pregnancy, Birth of a Child, Adoption of a Child, Funerals, Jury Leave*

1. Sick Leave

Provisions with regard to sick leave on the part of the teacher are governed by The Education Act (Section 220) and the existing collective agreement regarding cumulative sick leave.

Paid sick leave for non-teaching staff will be provided at the rate of two days per month for full-time employees. Provisions with regard to sick leave for non-teaching staff are as detailed in the Non-Teaching Staff Handbook.

When absence because of illness occurs for a period of more than three consecutive days, the employee must present a doctor's certificate to the Associate Superintendent-Personnel.

Notwithstanding the above, and in accordance with the collective agreement/non-teaching staff handbook between the Division and its teachers/non-teaching staff, a certificate of illness from a qualified medical practitioner may be required by the Division to support request for a leave of absence with pay from those employees whom the Associate Superintendent-Personnel believes are using excessive amounts of sick leave.

2. Leave Because of Pregnancy

A. Employment Standards Code

In accordance with the Employment Standards Code, an employee who is pregnant and who has been employed by the Division for a period of 90 days or longer is entitled to maternity leave consisting of:

- (i) a period not exceeding 16 weeks parental leave starting at any time during the twelve weeks immediately preceding the estimated date of delivery or such shorter period as the employee may request;
- (ii) the period, if any, between the estimated date of delivery and the actual date of delivery; and
- (iii) a period of at least six weeks immediately following the actual date of delivery, unless the employee and the Associate Superintendent-Personnel agree to shorten the period by the employee's giving the Associate Superintendent-Personnel a medical certificate indicating that resumption of work will not endanger her health.

The employee who is pregnant shall give the Division at least six weeks' notice in writing of the day upon which she intends to commence maternity leave together with a medical certificate certifying that she is pregnant and giving the estimated date of delivery. The employee returning from maternity leave shall give the Associate Superintendent-Personnel at least four weeks' written notice of the date she plans to return to work.

B. Extended Maternity Leave

The beginning and ending dates of extended maternity leave are established in accordance with the Division policy and are not related to the employee's rights under the Employment Standards Code (16 weeks only).

- (i) An extended maternity leave of up to 18 months may be granted to an employee on continuous contract with the Division.
- (ii) The employee must apply, in writing, to the Associate Superintendent-Personnel, at least two months before the intended start date of the leave.
- (iii) The Associate Superintendent-Personnel and the employee shall arrange the actual period of the leave.
- (iv) The Associate Superintendent-Personnel shall set the date of return to duties for the employee to coincide with any of the following:
 - a) a natural break in the school year, such as Christmas, Easter, or Spring Break;
 - b) the beginning of a reporting period;
 - c) the beginning of a new semester in junior or senior high school; or
 - d) the beginning of a new school year.
- (v) The employee will be guaranteed an equivalent position with the Division upon return to duties following the extended maternity leave.
- (vi) The extended maternity leave shall be without normal salary and benefits for the period in question.
- (vii) Any employee taking extended maternity leave may arrange with the Personnel/Benefits Clerk to continue benefits during the period of leave at the employee's cost. The employee must inform the Personnel/Benefits Clerk, in writing, of her intention to continue benefits at her cost.
- (viii) Remuneration for the leaves described in Section II (2A) and (2B) of this policy shall be in accordance with Article 15(3) of the collective agreement between the Division and the A.T.A.

3. Birth of a Child

Any employee whose wife gives birth to a child, during the school year, shall be entitled to two days of parental leave to attend to the birth of their child at no cost to the teacher.

4. Parental Leave

Any employee who gives birth to a child, or whose wife gives birth to a child, who has been employed by the Board for a period of at least 52 consecutive weeks, shall be entitled to parental leave, without pay, of up to 37 consecutive weeks. In the case of an employee entitled to maternity leave, parental leave would immediately follow the last day of maternity leave. In the case of an employee whose wife has given birth to a child, the employee is entitled to parental leave of up to 37 consecutive weeks within 52 weeks after the child's birth.

If both parents are employees of the Board, the Board is not required to grant parental leave to more than one employee at a time. Employees who intend to share parental leave must advise the Superintendent of their intention to share parental leave such that the total leave entitlement will not exceed 37 weeks.

The employee must give the Associate Superintendent-Personnel at least six weeks written notice of the date the employee will start parental leave. Written notice of commencement of maternity leave is deemed to be notice of parental leave unless the notice specifically provides that it is not notice of parental leave, in which case this section applies.

An employee must provide at least four weeks written notice of the date on which the employee intends to resume work.

The employee will be guaranteed an equivalent position with the Division upon return to duties following the parental leave.

5. Adoption of a Child

A. Any employee involved in the process of adopting a child shall be entitled to a maximum of two days leave of absence with pay.

B. An employee of the Board, who has been employed by the Board for at least 52 consecutive weeks, is entitled to 37 consecutive weeks of parental leave, without pay, taken within 52 weeks after the child is placed with adoptive parents for the purpose of adoption.

C. *Extended Leave for Adoption of a Child*

(i) An extended leave, without pay, for the adoption of a child, for a period of up to one year, may be granted to an employee on continuous contract with the Division.

- (ii) Application for such leave must be made in writing to the Associate Superintendent-Personnel.
- (iii) The employee must arrange with the Associate Superintendent-Personnel, as far in advance as possible, the period of leave necessary to fulfil the requirements of the adoption agency.
- (iv) The date of return to duties shall be established to coincide with the end of a natural break in the school year (e.g. following Christmas or Easter vacation), or at the beginning of a new school year.
- (v) The employee will be guaranteed an equivalent position with the Division upon return to duties following the extended leave for adoption of a child.
- (vi) The extended adoption leave shall be without pay and benefits for the period in question.
- (vii) Any employee taking extended adoption leave may arrange with the Personnel/Benefits Clerk to continue benefits during the period of leave at the employee's cost. The employee must inform the Personnel/Benefits Clerk, in writing, of his/her intention to continue benefits at his/her cost.
- (viii) The provisions of this leave do not apply to casual employees, as defined in the Division's Non-Teaching Staff Handbook.

6. Critical Illness/Funeral

When it is necessary for an employee to take leave because of the death or critical illness of a member of the immediate family, the Division will pay the employee's salary and the substitute's salary, if required, for up to five days leave outside the province. The term "immediate family" shall refer to the employee's spouse, children, parents, mother-in-law, father-in-law, grandparents, sister, brother, brother-in-law, sister-in-law, or other relative who was a member of the employee's household at the time of death.

A teacher can take a leave of up to three teaching days to attend the funeral of aunts, uncles, nieces, or nephews of the teacher or spouse as well as the funeral of a close personal friend.

The provisions of this leave do not apply to casual employees, as defined in the Division's Non-Teaching Staff Handbook.

7. Jury Duty Leave

- (i) An employee who must serve on a jury shall apply to the Associate Superintendent-Personnel as early as possible for jury duty leave, and, time permitting, such application shall be in writing.

- (ii) The salary of the employee will continue during the period of leave.
- (iii) Any stipend received by the employee for jury services shall be submitted to the Division by arrangement between the employee and the Secretary-Treasurer.
- (iv) The Division shall supply a substitute employee, where necessary, and shall pay the salary of a substitute, if required.
- (v) The provisions of this leave do not apply to casual employees, as defined in the Division's Non-Teaching Staff Handbook.

III. *Leave of Absence for Education Purposes*

1. Sabbatical Leave

A leave of absence may be granted to any teacher by the Division for a period not to exceed one year, subject to the following conditions:

- (a) the teacher must apply to the Division in writing prior to April 1 of any year. The application must contain the reason for the request, and
- (b) the teacher shall notify the Division prior to March 1 of the following year of his/her intention of returning to the Division.
- (c) payment as per collective agreement.

2. Examination Leave

The employee may apply to the principal/supervisor for a leave of absence to write an examination in an academic or educational course, and if granted, the Division will pay the employee's salary and the cost of a substitute, if required, on the basis of one half day per examination.

3. Professional Development Leave

The employee may apply to the principal/supervisor for a leave of absence to attend a seminar, conference, institute, workshop, or other professional development opportunity as per the Collective Agreement.

4. Professional Development at the Board's Request

The Division may request that an employee attend a seminar, conference, or other meeting. The Division will pay the employee's salary and the salary of the substitute, as well as registration fees, accommodation and meals. The employee will be reimbursed by the Division for mileage at the rate authorized by the Division, if he/she must provide his/her own transportation.

5. Exchange Programs / D.N.D. Assignments

Any teacher wishing to take part in an exchange program or D.N.D. assignment must first apply to the Associate Superintendent-Personnel.

If the teacher is accepted by the agency organizing such a program, the Division will review all of the conditions laid down for such exchange of services, and will decide whether to approve all of the conditions which will include: the period of absence; payment of salary; and provisions for return to duties within the Division at the termination of the exchange period or D.N.D. assignment.

In order for a teacher to be considered for such leave, a teacher must have served the Division a minimum of two years.

In considering teacher applications for recommendation for overseas assignments, the Division shall take into consideration the general good of the Division, including: possible effects on programs; the availability of suitable temporary replacement teachers; the specialization(s) of teacher applicants; and the relative seniority of all teacher applicants in a given year.

6. Early Leave or Late Return - for Summer Study

With the approval of the Associate Superintendent-Personnel, an employee may be granted a leave of absence before the end of the school term, or at the beginning of a new school term to meet the regulations of an educational institution for a program of summer study.

In this case, the employee will be deducted one day's pay for each day of the school term in which the absences occur.

IV. *Other Leaves*

1. **(a) Post Secondary Graduation / University Convocation**

The Division will pay the employee's salary and the salary of a substitute to a maximum of one day in order that an employee may attend a **post-secondary graduation/university convocation** at which he/she or his/her son or daughter or spouse is receiving a degree.

(b) High School Graduation

The Division will pay the employee's salary and the salary of a substitute for a maximum of one day so that an employee may attend the high school graduation for each of their son, daughter, or spouse.

2. A.T.A. Executive Council Meetings

If a teacher is elected to the Executive Council of the Alberta Teachers' Association, the Division shall allow the teacher leave in order that he/she may attend necessary meetings, provided that arrangements regarding salary continuance and payment of substitute can be arranged between the Division and the Alberta Teachers' Association. The teacher must inform their school principal of all times their ATA duties require them to be out of the classroom/school.

3. Leave of Absence - Less Than One Week

The Associate Superintendent of Personnel may grant leave of absence to an employee for a period of less than one week upon written application (preferably two weeks in advance) and presentation of sound reasons therefore, providing that a suitable substitute is available. The Associate Superintendent of Personnel will forward the completed request for leave form to the Payroll Clerk at Central Office. Cost will be covered as per the Collective Agreement.

4. Leave of Absence - One Week to One Month

The Associate Superintendent-Personnel may grant leave of absence to an employee ranging from one week to one month upon written application to the Associate Superintendent-Personnel (two weeks in advance) and presentation of sound reasons therefore, providing that a suitable substitute is available. The employee's benefits will remain in effect during this period without any additional cost to the employee. Pay and substitute costs will be applied as per the Collective Agreement.

5. Leave of Absence - In Excess of One Month to One Year

- i) An extended leave in excess of one month but not longer than one year may be granted to an employee on continuous contract, upon application to the Associate Superintendent-Personnel and presentation of sound reasons therefore, providing that a suitable substitute is available.
- (ii) The employee must apply, in writing, to the Associate Superintendent-Personnel, at least two months before the intended start date of the leave.
- (iii) The Associate Superintendent-Personnel and the employee shall arrange the actual period of the leave.
- (iv) The Associate Superintendent-Personnel shall attempt to arrange a starting date for the extended leave that will coincide with any of the following:
 - a) a natural break in the school year, such as Christmas or Easter vacation;
 - b) the beginning of a reporting period in elementary school;
 - d) the beginning of a new semester in junior or senior high school; or

- e) the beginning of a new school year.
- (v) The Associate Superintendent-Personnel shall set the date of return to duties for the employee to coincide with any of (a) through (d) in (iv) above.
- (vi) The employee will be guaranteed an equivalent position with the Division upon return to duties following the extended leave.
- (vii) The extended leave shall be without salary and benefits for the period in question.
- (viii) Any employee taking extended leave may arrange with the Personnel/Benefits Clerk to continue benefits during the period of leave at the employee's cost. The employee must inform the Personnel/Benefits Clerk, in writing, of his/her intention to continue benefits at his/her cost.

References:
Section 220 of the Education Act

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