

## **PERSONAL LEAVES OF ABSENCE**

### **Background**

There are occasions when employees must be absent from their duties.

### **Procedures**

#### **1. Non-Teaching Staff**

##### **1.1 Limited Leaves of Absence**

- 1.1.1 An employee shall apply in writing for a limited leave of absence from duties to his/her immediate supervisor. The supervisor will forward the request to the Secretary Treasurer.
- 1.1.2 The Division will not normally grant more than three (3) consecutive days for personal leave with such leave to be without pay.
- 1.1.3 For employees covered under the Support Staff Collective Agreement, personal leaves of absences shall be granted as per the Collective Agreement. Other employees who are unable to schedule family medical appointments outside of regular working hours will be granted leaves of absence with pay to a maximum of two (2) days for each school year.
- 1.1.4 An employee's request for leave of absence for employee initiated professional development, shall be granted, without pay, provided a suitable replacement worker is available. This applies for professional development activities not normally supported by the Division.
- 1.1.5 An employee who requests leave to attend their convocation from a Post-Secondary Institution will be granted a leave not more than two (2) days with loss of the actual daily rate of salary.

##### **1.2 Maternity / Parental Leaves of Absence**

- 1.2.1 Female employees shall be entitled to the provisions of maternity/parental leave as covered by the Employment Standards Code and the Collective Agreement.
- 1.2.2 A non-maternal employee shall be entitled to the provisions of parental leave as covered by the Employment Standards Code and the Collective Agreement.
- 1.2.3 When a support staff member returns to duties, the employee shall be reinstated in the position occupied at the time maternity/parental leave commenced, or be provided with an alternative position of a comparable nature.
- 1.2.4 In the event that the student the employee was providing service for has left and no new position had been created since the start of the

maternity/parental leave, then a layoff notice would be issued.

### 1.3 Paternity Leaves of Absence

- 1.3.1 Upon written application to the Secretary Treasurer, male employees shall be granted one (1) day's leave on the occasion of the employee's spouse giving birth. Such leave shall be with full pay.

### 1.4 Adoption Leave

- 1.4.1 Upon written application to the Secretary Treasurer, an employee shall be granted one (1) day's leave for the purpose of adopting a child. Such leave shall be with full pay. In addition, an employee may be eligible for parental leave pursuant to the Employment Standards Code.

### 1.5 Legal Commitment Leave

- 1.5.1 Leave with pay shall be granted to an employee who is compelled by the Courts to appear as a witness or juror. Any witness or juror stipend, excluding expenses, shall be remitted to the Division. When an employee has been requested to serve as a witness or juror, the employee shall submit a copy of the said document to the Secretary Treasurer.
- 1.5.2 Leave with pay shall be granted to an employee who is compelled to appear in Court as a defendant in a litigation as a result of an incident occurring while acting within their job description or while providing assistance in an emergent situation (a good Samaritan act).
- 1.5.3 Notwithstanding 1.5.1 and 1.5.2 above, where an employee is absent from work to appear in court as a plaintiff or defendant or a witness on his/her own behalf, such absence shall be classed as personal leave and shall be without pay.

### 1.6 Department of Education

- 1.6.1 Employees who are approved by the Superintendent to sit on an Alberta Education Committee will receive full salary.

### 1.7 Extended Leaves of Absence

- 1.7.1 At the discretion of the Secretary Treasurer, an employee may be granted a leave of absence of up to five (5) months. At the discretion of the Superintendent, an employee may be granted a leave of absence of up to one (1) year. Such leave will be without pay or benefits.
- 1.7.2 An employee who has been granted a leave of absence and who wishes to return to duty the following year shall indicate the same in writing by March 30 of the year of leave. Absence of such notice shall be deemed as a resignation.
- 1.7.3 All employees are employees of the Division, and not a specific school or location. However, for leaves of up to one (1) school year every attempt will be made to return the employee to the position the employee left, or one considered to be equivalent by the Division.
- 1.7.4 Extended leaves of absences shall not be considered working experience for salary incremental purposes.

- 1.7.5 Employees requesting extended leaves of absence in conjunction with a maternity leave shall submit the request with the request for maternity leave. The Secretary Treasurer may approve such requests provided the total combined time (maternity leave and extended leave) does not exceed one (1) year.
- 1.7.6 The Superintendent may vary any/all provisions of clauses 1.7.1 and 1.7.5 where circumstances warrant.
- 1.8 Compassionate Leave
  - 1.8.1 Leave necessitated by the critical illness or death of a spouse, child, parent, brother, sister, parent of spouse, son-in-law, daughter-in-law, grandparent, brother-in-law, sister-in-law, grandchildren, grandparent of spouse, or a relative who is a member of the employee's household shall be granted full salary by the Division as follows:
    - 1.8.1.1 Up to and including five (5) consecutive days for critical illness. Critical illness is an illness that represents the end stages or days of the person's life or a high probability of death of the person, such as terminal cancer, immediate heart attack or stroke. It does not represent days needed to care for a family member during treatment of an illness or condition.
    - 1.8.1.2 Up to and including five (5) consecutive days for death.
  - 1.8.2 Leave of up to one (1) day shall be granted with salary and benefits to attend the funeral of a relative not mentioned above.
- 1.9 Religious Holidays
  - 1.9.1 Release days will be provided for the observance of religious holidays.
  - 1.9.2 The release day being requested must fall on a regular work day.
  - 1.9.3 Release days will be provided if the religious holiday is a holiday on which the employee is not to work because of the observances of the religion that the employee currently belongs. These release days will be granted pursuant to the respective Collective Agreement as it relates to personal leave and the reduction of salary thereto.

## 2. Teaching Staff

- 2.1 Limited Leaves of Absences
  - 2.1.1 Personal leaves of absences shall be granted as per the Collective Agreement.
- 2.2 Maternity Leaves of Absence
  - 2.2.1 Female teachers shall be granted maternity leave as per the Collective Agreement.
- 2.3 Paternity Leaves of Absence
  - 2.3.1 Paternity leave for male teachers shall be granted as per the Collective Agreement.

## 2.4 Adoption Leave

2.4.1 An adoptive parent who is a teacher shall be granted adoptive leave as per the Collective Agreement. .

## 2.5 Legal Commitment Leave

2.5.1 Leave shall be granted as per clause 1.5 regarding non-teacher employees.

## 2.6 Professional Improvement Leave

2.6.1 Professional improvement leave shall be granted as per the Collective Agreement.

## 2.7 Convocation Leave

2.7.1 A teacher who requests leave for convocation from a Post-Secondary Institution will be granted a leave of not more than two (2) days with loss of substitute pay.

## 2.8 Department of Education

2.8.1 Teachers who are approved by the Superintendent to sit on an Alberta Education Committee will receive full salary.

2.8.2 Teachers who are appointed to sit on other curriculum related committees must have the Superintendent's approval, if compensation is to be paid.

## 2.9 Alberta Teachers' Association Duties

2.9.1 Teachers will be granted leaves of absence to attend to Alberta Teachers' Association duties as per the Collective Agreement.

## 2.10 Extended Leaves of Absence

2.10.1 At the discretion of the Superintendent, a teacher may be granted a leave of absence of up to five (5) months. At the discretion of the Superintendent, a teacher may be granted a leave of absence of up to one (1) year. The deadline for submission of applications shall be March 30 of the year preceding the leave. Such leave will be without pay or benefits.

2.10.2 A teacher shall have worked for the Division for a minimum of two (2) years prior to commencement of the leave of absence for the application to be considered.

2.10.3 A teacher who has been granted a leave of absence and who wishes to return to duty the following year shall indicate the same in writing by March 30 of the year of leave. Absence of such notice shall be deemed as a resignation.

2.10.4 All teachers are employees of the Division, and not a specific school. However, for leaves of up to one (1) school year, every attempt will be made to return the teacher to the position the teacher left, or one considered to be equivalent by the Division.

2.10.5 Extended leaves of absences shall not be considered working experience for salary incremental purposes.

2.10.6 The Board may waive or vary any/all provisions of 2.10.1 to 2.10.5 where

circumstances warrant.

## 2.11 Religious Holidays

2.11.1 Release days will be provided for the observance of religious holidays.

2.11.2 The release day being requested must fall on a regular work day.

2.11.3 Release days will be provided if the religious holiday is a holiday on which the teacher is not to work because of the observances of the religion that the teacher currently belongs. These release days will be granted pursuant to the respective collective agreement as it relates to personal leave and the reduction of salary thereto.

## 2.12 Other Leaves

2.12.1 Teachers may be granted other leaves as per the Collective Agreement.

Adopted/Revised: JUN 2016/OCT 2016/NOV 2019

Reference: Section 52, 53, 68, 196, 197, 204, 222, 225 Education Act  
Employment Standards Code  
Labour Relations Code  
Section 248L, Canada Tax Act  
Canada Income Tax Regulation 6801  
Collective Agreements