

#92667

DLC
Collective Agreement

PROFESSIONAL STAFF LEAVES AND ABSENCES

All leaves must be requested through the absence entry system.

I. SHORT TERM LEAVES OF ABSENCE

It is the philosophy of the St. James-Assiniboia School Division to make every possible effort to provide the opportunity for all students to prepare for the future according to their ability, interest and initiative. In keeping with this philosophy, it is recognized that leaves of absence have a disturbing influence on the functioning of schools and therefore should be discouraged.

Leaves of absence may be approved under special circumstances, upon request to the Superintendent. These requests should be submitted at least three weeks before the leave wherever it is possible (except in the case of religious holidays where the request must be specified by September 30th of each school year).

Leaves of absence will be reported as part of the Superintendent's Report.

(a) Sick Leave

Each teacher continuously employed by a school board shall accumulate entitlement for sick leave at the rate of one day of sick leave for every 9 days of actual teaching service, or fraction thereof, to a maximum of 20 days per year but the total sick leave that the teacher shall be entitled to accumulate shall not exceed 130 days. (REFERENCE: Public Schools' Act and the Teachers' Collective Agreement.)

A teacher who is taking sick leave is required to notify the principal of his/her illness and to request a substitute whenever one is required through the substitute system.

Also see Policy GBGAC – Provision of Medical Certificates.

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(b) Compassionate Leave/ Family Illness Leave

Please refer to the Teachers' Collective Agreement.

(c) Parental Court Responsibilities

Leave for accompanying a child to a court appearance may be granted based on one-half (1/2) day without loss of salary. For additional time required, deduct at the per diem rate.

(d) Court Leave/Jury Duty

- i) If a teacher is subpoenaed to appear in court as a witness or required to appear in court as a victim of a crime he/she may be allowed one-half (1/2) day without loss of salary. For any additional time required, deduct at per diem rate.
- ii) If a teacher is required to serve on a jury he/she will be granted leave for the days required without loss of salary. The stipend received for jury duty shall be submitted to the Secretary-Treasurer/Chief Financial Officer, by the teacher.

II. SHORT TERM EDUCATIONAL LEAVES & PROFESSIONAL LEAVES

Definition of Educational Leave:

An individual teacher or administrator's absence from regular duties for educational or professional development purposes without any pay deduction with or without a grant as outlined in the Division's Travel Policy, Parts I, II, and III.

It is the policy of this School Division to provide educational leaves and professional development grants to teachers and administrators to encourage their professional growth.

The Superintendent is authorized to give approval for educational and professional development leave requests and money grants within educational and professional development leave time and budget constraints.

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(a) Educational and Professional Development Leave Time Where a Substitute is Required at Division Expense

The number of teaching days in a school year that school staff may use for professional development leave shall be determined by the Secretary-Treasurer and divided out by school based on 8/10 of the certified staff F.T.E. plus 4/10 of the non-certified staff F.T.E. per year.

- i) 8/10 of the certified staff F.T.E. plus 4/10 of the non-certified staff F.T.E. per year.

(b) Grants

- i) The grants are to be issued in accordance with the Division's Travel Policy.
- ii) The administrative procedures for issuing the grants will be outlined by the Superintendent.
- iii) The dollar limits for professional development grants are determined by the annual budget.

The principal of a school shall submit "Leave Requests" on the proper form to the Superintendent at least two weeks before the leave (wherever possible).

The Superintendent shall submit a report to the Board at each regular meeting, outlining the number and the details of the approved educational and professional development leaves.

Any requests that fall outside of the policy on Educational and Professional Leaves shall be submitted by the Superintendent to the Personnel Committee, which shall make their recommendations to the Board.

III. LONG TERM LEAVES

Teachers, vice-principals and principals must receive approval from the Superintendent for all long term leaves according to the policy guidelines listed below. All requests for long-term leaves of absence must be submitted through the principal on the appropriate forms to the Superintendent.

The School Board may grant leave that is not covered by the following policy guidelines.

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(a) Long Term Leave

The Superintendent is authorized to grant long term leave without pay in accordance with the Collective Agreement and this policy for the following purposes:

- i) Improvement of qualifications,
- ii) Teacher exchange,
- iii) Assisting in the education system of "under-developed countries",
- iv) Teacher loan to other educational institutions or the Department of Education,
- v) Executive duties of the Manitoba Teachers' Society,
- vi) Employment leave - without pay.

A teacher may apply for a leave of absence at no loss of tenure provided that:

- 1) Applications are made not later than March 15th of the year leave is requested.
- 2) Any teacher, returning to staff after a year's leave of absence, will not be guaranteed the same grade or subjects as those being taught by him/her prior to leave of absence and must be prepared to accept any placement on staff that may be available and for which he/she has the qualifications and ability to perform the work.
- 3) A teacher on leave of absence shall notify the Board of his/her intention to return or not to return on staff not later than March 15th of the year the leave of absence expires.
- 4) The Superintendent, acting for the Board, will consider each application for leave of absence on its own merit and reserves the right to establish a maximum number of requests to be approved each year.
- 5) Continuity of service of a teacher granted leave of absence shall be deemed uninterrupted, but only one year of leave shall be considered as teaching experience for seniority purposes but not for salary purposes.

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- 6) For the period of leave of absence, a teacher may continue group insurance and salary continuance by paying the full annual premium in advance of the beginning of leave, except for A (vi) above.

(b) Long Term Sick Leave

(Also see Collective Agreement)

- 1) Sick leaves, when recommended by a teacher's physician and requested in writing, may be granted by the Superintendent without pay or fringe benefits up to a maximum of one year duration. Such a leave may be requested to take effect after accumulated sick leave under Section 93 of the Public Schools Act and/or Article 5.06(a)(i) of the Collective Bargaining Agreement has been used up by the teacher.
- 2) When a teacher has been absent due to illness or accident more than twenty consecutive working days and/or when a teacher anticipates being absent due to illness or accident for more than twenty consecutive working days, he/she shall apply in writing for sick leave accompanied by a written statement from a physician certifying the inability to work and giving an expected date for return to work.
- 3) When a teacher intends to return to duty following a sick leave, which has lasted for twenty consecutive teaching days or more, the teacher shall first provide to the Division a written statement from a physician certifying the fitness of the teacher to fulfill his or her duties. The Superintendent may require a teacher to submit to a physical and/or mental examination prior to return to duties.
- 4) A teacher who has been absent on sick leave for more than twenty consecutive teaching days as of April 1st of any year shall, on or before April 1st of that year notify, in writing, the Superintendent of his/her prognosis for return to work accompanied by a physician's statement specifying the likely date of ability to return to duty. Failure to provide such information may result in sick leave being extended for up to the entire up-coming school year and/or disciplinary action.
- 5) The assignment of a teacher who has been absent on sick leave for more than seventeen weeks in any school year shall be at the

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discretion of the Superintendent upon being fit to return to duties. The leave without pay or fringe benefits will be continued until a vacancy occurs for which the teacher is fit and able during that school year. Pending that assignment the teacher will be given a preference for substitute opportunities for which he/she is fit and able and paid for such substitute duties on a pro rata basis to his/her annual salary on the salary schedule as held when the leave was granted. The Superintendent may, if he determines it is not adverse to the best interests of the students, return the teacher to his/her previous assignment during that school year. At the beginning of the next school year, an assignment to a comparable position from that vacated at the time of commencement of sick leave is guaranteed, provided the teacher is fit and able to resume full duties at that time.

- 6) Teachers absent due to illness shall return to the same position on the salary schedule as held when the leave was granted.

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