



Administrative Procedure 5100

Leaves and Absences – Professional Staff

Board Governance Policy Cross Reference: [1](#), [12](#), [13](#)

Administrative Procedures Cross Reference:

[School Closure Due to Inclement Weather](#)

Form Cross Reference:

Legal/Regulatory Reference:

[Collective Agreement between Manitoba School Boards Association and The Manitoba Teachers' Society](#)

[The Public Schools Act](#)

[Manitoba Employment Standards](#)

Date Adopted: November 2013

Amended: October 2019; September 2024; March 2025

The Brandon School Division, recognizing that circumstances will arise on occasion which will require professional staff to be absent from their duties, has adopted a number of administrative procedures regarding leaves of absence.

The Division has assumed a contractual obligation for leaves of absence in accordance with Collective Agreement, Article 7 which outlines the definitions of eligibility, extent of benefits, and rules of application for the following categories:

- Sick Leave (Article 7.01)
- Family Medical Leave (Article 7.02)
- On-The-Job Injury (Article 7.03)
- Compassionate and Bereavement Leave (Article 7.04)
- Birth or Adoptive Leave (Article 7.05)
- Maternity and Parental/Adoptive Leave (Article 7.06)
- Personal Leave (Article 7.07)
- Religious Holy Leave (Article 7.08)
- Indigenous Ceremonial, Cultural, Spiritual Observance Leave (Article 7.09)
- Jury and Witness Duty (Article 7.10)
- Examination Leave (Article 7.11)
- Leave of Absence Without Pay (Article 7.12)

- Changes to a Teacher's FTE Assignment (Article 7.13)
- Deferred Salary Leave Plan (Article 7.14)
- Leave for Association or Society Business (Article 7.15)
- Leave of Absence for Association President or Vice President (Article 7.16)
- Leave of Absence for Provincial Executive (Article 7.17)
- Elected President or Vice President of MTS Leave (Article 7.18)

Teachers who wish to apply for leave in one or other of these circumstances are advised to read the appropriate articles with care and to follow precisely the procedures described therein. Some leaves have further clarification which are outlined below.

Leave of Absence on Account of Illness

Leave of Absence on Account of Illness, without pay, for professional staff may be provided when an individual's accumulated sick leave (Article 7.01) has been expended.

Two types of Leave of Absence on Account of Illness shall be available under this administrative procedure:

- **Term Certain:** a Leave of Absence on Account of Illness which is provided for a specified period, such period not to exceed the equivalent of 1 school year. Requests for term leave shall contain the reason for the request and the anticipated date of return. Requests for an extension of term certain leave must be made a minimum of 2 weeks prior to the expiry date.
- **Indefinite Leave:** a Leave of Absence on Account of Illness which exceeds 1 school year. In order to ensure assignment to a position upon return to work, individuals on an indefinite leave shall notify the Superintendent/CEO or designate of their intended date of return to work on or before April 1st preceding the date of their intended return.

All requests for a Leave of Absence on Account of Illness must be accompanied by a statement of certification written by a physician.

Adoptive Leave (Article 7.06)

Employees who have satisfied seven (7) consecutive months of employment with the Division shall be entitled to a Leave of Absence for the purpose of adoption as provided hereinafter:

- The employee shall provide to the Superintendent/CEO or designate a statement of intent to adopt a child as soon as an application for adoption is filed.

- Following notification to the Superintendent/CEO or designate of intention to adopt, the employee shall be required to keep the appropriate administrator informed during the adoption process.
- The employee shall advise the Superintendent/CEO or designate as soon as the delivery date is known, and the leave shall commence not more than 5 days before or after the date the child is received by the adoptive parents.
- The length of the Adoptive Leave shall be as mutually agreed upon by the employee and the Superintendent/CEO or designate, but it shall not exceed 61 weeks in total. In the event of mutual agreement not being reached, the final decision as to the length of the leave shall be that of the Superintendent/CEO or designate.
- Employees who receive an Adoptive Leave of Absence shall receive the leave with a "guaranteed return". For the purpose of this administrative procedure, a "guaranteed return" means that when an employee indicates their intention to return from leave, the employee shall return to the same or a comparable teaching position as designated by the School Division. Upon return employees shall be placed in a position which, in the opinion of the Superintendent/CEO or designate, is suitable and appropriate to their qualifications and as similar as possible to the one which they had at the time the leave was granted. The concept of "guaranteed return" does not abrogate any provisions for the termination of employment of any employee of the Division.
- Failure to return from said leave on the date agreed upon by the employee and Superintendent/CEO or designate shall result in automatic termination of the employment of that employee effective on the scheduled date of return.

Leave of Absence Without Pay (Article 7.12)

The Superintendent/CEO or designate is authorized to approve Leave of Absence Without Pay to any member of the teaching staff when, in the opinion of the Superintendent/CEO or designate, the leave is warranted due to unforeseeable circumstances of the teacher making the request.

One-Year Leave

The following general administrative procedure shall apply to requests for leave of up to 1 year for the purposes of Personal Leave of Absence.

- Subject to the terms hereinafter stated, all members of the teaching staff shall be eligible for up to One-Year Personal Leave of Absence without pay.
- Written applications, stating the type of leave requested, shall be submitted to the Superintendent/CEO or designate no later than April 1st preceding the school year for which the leave is desired. For One-Year Personal Leave of Absence the purpose of the leave must be stated by the applicant in the letter

of request.

- Except when otherwise stated, persons applying for a Leave of Absence shall be a permanent employee. Leaves of Absence provided under this administrative procedure should not extend beyond 12 calendar months and only leaves running concurrent to the school year will be considered.
- The leaves which are approved shall be given a "guaranteed return". For the purposes of this article, "guaranteed return" means: staff, upon return, shall be placed in the same or a comparable teaching position which, in the opinion of the Superintendent/CEO or designate, is suitable and appropriate to their qualifications.
- Leaves of Absence shall be subject to the Division being able to employ suitable replacement staff. The leave may be deferred or refused if, in the opinion of the Superintendent/CEO or designate, a suitable replacement is not available or if it is considered by the Superintendent/CEO or designate that the leave would adversely affect the quality of education in the Division.
- Staff who are on Leave of Absence shall provide the Superintendent/CEO or designate with a letter no later than April 1st of the year the leave expires stating whether or not they shall be returning to active employment in the Division. A teacher not advising the Superintendent/CEO or designate of their intentions by April 1st shall relinquish the benefits of a guaranteed return and placement of the teacher shall be at the discretion of the Superintendent/CEO or designate and subject to there being an appropriate vacancy available.
- Accumulated sick leave of the teacher taking Leave of Absence under this administrative procedure shall be maintained but shall not accumulate.
- For a teacher granted a personal leave, benefits shall be maintained as outlined by each specific carrier. (Refer to benefit documentation provided at time of hire.) Premiums, where the insurance is continued, shall be paid by the teacher in accordance with the conditions of the insurance plans.
- Teachers receiving a leave under this administrative procedure shall be required to sign a memorandum of agreement accepting the terms as set forth in the administrative procedure as provided to them.

Absence Due to Inclement Weather

- When an employee is absent as a result of inclement weather and the school has not been declared closed by the Superintendent/CEO or designate, that absence may be regarded as a Personal Paid Day (as allocated by the Collective Agreement).
- In the event that the employee has no Personal Paid Days remaining, the employee shall be deducted full salary equivalent to the number of days lost.

- When a school(s) is closed by the Superintendent/CEO or designate because of inclement weather or road conditions, the employees assigned to these schools shall not be deducted salary for absence. Leaves submitted prior to the closure will not be adjusted unless there are extenuating circumstances (ex. employee would have been available to work).

Appeals

Where a request for leave has not been granted, the Division is prepared to listen to appeals for reconsideration. Such requests may be made individually by the teacher or by the member of the Association Executive requested by the teacher so to act, or by both jointly and should be made in writing to the person who made the initial decision.