



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:

[BTA Collective Agreement](#)

[The Public Schools Act](#)

[Manitoba Employment Standards](#)

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Amended: October 2019

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

The Division has assumed a contractual obligation for leaves of absence for the following categories:

- Sick Leave (also covered by administrative procedure)
- Maternity Leave
- Family Bereavement Leave (also covered by administrative procedure)
- MTS Executive Leave
- Deferred Leave

Details of definition of eligibility, extent of benefits, and rules of application are spelled out in various articles of the *BTA Collective Agreement*. 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.

Sick Leave

Sick Leave, with pay, for professional staff shall be limited to the number of days accumulated for that purpose according to the provisions of *The Public Schools Act* and the *BTA Collective Agreement*. The Division requires that sickness be certified by a physician if the sick leave exceeds 4 consecutive days.

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 has been expended. This leave shall preferably be provided in conjunction with the regular school breaks.

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 May 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.

Compassionate Leave

Compassionate Leave shall mean leave of absence granted to teaching personnel when unforeseen circumstances, involving a member of the family, create a situation as a result of which the member of the teaching personnel is under such stress that they are unable to assume the duties of the classroom.

For the purpose of this section "family" shall be as defined under "Bereavement" in the *BTA Collective Agreement*.

In the event of circumstances suggesting the need for Compassionate Leave, the School Leader is required to receive approval on behalf of the employee for the leave from the Superintendent/CEO or designate.

Upon approval of the leave by the Superintendent/CEO or designate, teaching personnel will be provided up to a maximum of 3 days Compassionate Leave with full pay.

Bereavement Travel Leave

Requests for leave of absence, with pay, for the purpose of travel in excess of 300 miles one-way to attend the funeral of a member of the employee's family may be granted at the discretion of the Superintendent/CEO or designate.

For the purpose of this section “family” shall be as defined under “Bereavement” in the *BTA Collective Agreement*.

Such approved leave shall be in addition to that authorized in the *BTA Collective Agreement* and shall not exceed 2 days.

Civic Responsibility Leave

- When teaching personnel of the Division are required by law to assume civic (jury/witness) responsibilities, permission may be given by the School Leader for the staff member to be absent from their teaching duties as required and with full pay.
- The Division welcomes the involvement of employees in community activities or organizations and as members of local councils or boards in either a voluntary or elected capacity.

In order to ensure that employees know the parameters within which they accept nominations or appointments to local organizations, boards and councils, procedures and expectations of the Division shall be established from time to time.

These Division expectations are stated to ensure that:

- the needs and interests of the students are protected;
- the employee's job is not adversely affected; and
- the involvement of the employee is not to the detriment of or results in additional costs to the Division.

No remuneration shall be received by the individual on this type of leave.

Leave Without Pay

The Superintendent/CEO or designate is authorized to approve up to 5 consecutive teaching days 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.

Leave associated with political activities or purposes, personal financial gain or vacations shall be within current procedures or be subject to the Division’s approval.

Extension of Holiday Time

Because holiday time is provided to professional staff through various negotiated agreements and statutes, additional Leaves of Absence to holiday time shall not be allowed.

Leaves of Absences Related to Brandon University and Assiniboine Community College

On occasion, teaching personnel of the Division are involved in university or community college programs for which a limited absence from the Division may be desirable. In the case of such leaves, a written request from the outside institution is required by August 1st. The written request should address the following:

- The request must outline the conditions necessitating the leave;
- The request must indicate whether any remuneration or expenses are being made available to the individual;
- Generally, such leaves are limited to no more than 5 days. The Division must be reimbursed for substitute costs.

The disposition of any request will be dealt with on an individual basis. Staff members who are approved for such leaves must ensure that they enter their leaves as required.

Adoptive Leave

Employees who have completed 1 year's employment with the Division shall be entitled to a Leave of Absence Without Pay for the purpose of adoption as provided hereinafter:

1. 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.
2. 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. Included in this information shall be notice of acceptance or rejection of the employee as a prospective adoptive parent and the projected target date for adoption.
3. 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.
4. 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 1 year 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.
5. Where both spouses of an adopting family are employees of the Division, only one of the spouses shall be eligible for Adoptive Leave.
6. 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 employees upon return 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.

7. 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.

One-Year Leave – Personal Leave of Absence

The following general administrative procedure shall apply to requests of leave for 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 a 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 their 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.

Sabbatical Leave

- Sabbatical Leave may be granted to teachers for the purpose of improving their academic and/or professional education through full time study as recognized by a post-secondary institution and when the leave is directly responsive to the needs of the Division.
- Application for Sabbatical Leave shall be submitted to the Superintendent/CEO or designate no later than February 1st immediately preceding the school year for which the sabbatical is being requested. This application must include a statement outlining the proposed program of study. The Division shall advise the applicant of the disposition of the request for the sabbatical leave by March 31st. The applicant shall confirm intentions to proceed with the Sabbatical Leave by May 1st.
- Full documentation of the program of study, including confirmation of registration from the educational institution, shall be filed with the Superintendent/CEO or designate prior to any payment of Sabbatical Leave allowance.
- Teachers with 6 or more continuous years of service with the Division shall be eligible to apply for Sabbatical Leave with a maximum allowance of up to 25% of basic salary excluding any additional allowances.
- Teachers with 12 or more continuous years of service with the Division shall be eligible to apply for sabbatical leave with a maximum allowance of up to 50% of basic salary excluding any additional allowances.
- The number of teachers granted Sabbatical Leave shall be at the discretion of the Division.
- Salary payments while on Sabbatical Leave shall be made on the same payroll basis as regular teacher salary payments.
- Payments shall be based on continuous attendance in the documented program of study. The teacher on Sabbatical Leave shall be responsible for advising the Division if regular attendance is discontinued.

- The Division has the right to discontinue payments should the teacher withdraw from the program of study. The balance will be treated as a full-time study leave.
- For a teacher granted Sabbatical Leave, group life insurance and long-term salary continuance insurance shall be continued for the period of absence. Premiums shall continue to be paid by the teacher in accordance with the conditions of the insurance plans.
- If the teacher does not return to the employ of the Division, repayment of the salary by the teacher to the Division shall be made as follows:
 - if not returning - full payment
 - if returning for 1 year only - two-thirds repayment
 - if returning for 2 years - one-third repayment
 - if returning for 3 years - no repayment
- In accordance with section above, if a teacher does not return to the employ of the Division or if, as required by the terms of this administrative procedure, repayment is required, full repayment shall be made on or before September 1st of the year that the teacher would normally resume work in the Division.
- For the purposes of this administrative procedure, Sabbatical Leaves which are approved shall be given a "guaranteed return" which means that staff, upon return, shall be placed in a position which, in the opinion of the Superintendent/CEO or designate, is suitable and appropriate to the qualifications of the teacher.
- 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 Division and subject to their being an appropriate vacancy available. In the event that the teacher cannot be placed in a position satisfactory to the Superintendent/CEO or designate by May 31st, the lack of placement shall result in automatic termination of the contract.
- Accumulated sick leave of the teacher taking Sabbatical Leave of Absence under this administrative procedure shall be maintained but shall not accumulate.
- 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.
- In the event of death while on Sabbatical Leave, the amount paid prior to the

death of the teacher shall not be recoverable by the Division.

- In the event that the teacher becomes ill and suffers disability or injury to the extent that the provisions of the Division's Long Term Disability Plan apply, no immediate repayment of Sabbatical Leave allowance shall be required. If the teacher does not return to work for the Division when medically able the provisions of Article 11 shall apply so far as repayment of Sabbatical Allowance is concerned. In this situation, repayment of Sabbatical Allowance shall become due when the teacher is no longer eligible for Long Term Disability and when the teacher is medically able to work.

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 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 Alexander, Spring Valley and/or O'Kelly schools are 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.
- Where any 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.