

**LEAVES OF ABSENCE**

**Background**

Employees may from time to time request leaves of absence for reasons that are not granted or defined by a collective agreement or contract of employment. Granting such leaves may be desirable. The granting of leaves is subject to considerations for the welfare of students and their rights to access education services and the responsibility of employees to perform their duties and fulfill their employment obligations.

**Procedures**

1. A leave of absence will be granted only when exceptional circumstances warrant granting the leave.
2. A leave of absence to extend a vacation period shall be strongly discouraged.
3. If the employee's leave request is intended to add to holiday entitlements and/or leave provisions defined by a collective agreement including, but not limited to, accumulated personal leave, the request must disclose this information.
4. A leave of absence for five or less regularly scheduled days of employment requires the approval of the employee's immediate supervisor. The employee is required to make the request in writing to the supervisor who will respond in writing after due consideration of the impact on the students. If the leave is granted, the supervisor will forward a copy of the letter of approval to payroll.
5. A leave of absence for more than five regularly scheduled days of employment requires the approval of the Superintendent or designate. The employee is required to make the request in writing to the Superintendent's office. The request must be accompanied by a written notice of support, after due consideration of the impact on students, from the employee's immediate supervisor. The Superintendent will respond in writing and if the request is approved he/she will forward a copy of the approval letter to payroll.
6. Subject to procedures 1 – 6, the teacher of a colony school or one room school is required to obtain the services of a substitute for the required time of leave and to notify the Division Principal.
7. All leaves of absence are at full loss of pay. For employees who are part of the Collective Agreement with the ATA, full loss of pay means 1/200th of annual salary including benefits, pension contributions, and all other monetary compensation for each day of the leave. Note: Accumulated personal leave days defined by the Collective Agreement are not to be confused with "leave of absence." Employees who seek a leave of absence, other than an entitlement defined by a Collective Agreement or contract of employment, may appeal to the Superintendent's office or designate. To address exceptional circumstances, the Superintendent's office or designate may grant the requested leave of absence, or some part thereof, and may also determine if the leave will be granted subject to full loss of pay, or if the leave will be granted with partial or full pay.
8. It shall be the practice of the Division that individuals returning from approved leaves of absence shall have reasonable opportunity to return to their former school and whenever possible, to a similar assignment. Changes in student enrollment, closing of programs or schools, for example, may necessitate the placement of an employee in a different location than he/she served prior to the leave.

Reference: Section 60, 61, School Act