

STAFF LEAVES OF ABSENCE

Background

The Division believes that it may be mutually desirable to grant leaves of absence to its employees.

Procedures

1. Where collective agreements or individual contracts are in place, leaves of absence shall be made in accordance with those collective agreements or contracts.
2. (a) Employees are to request approval from their principal or designated supervisor for personal leaves and report their absence at the end of the month in the required manner.
(b) If the personal leave is to extend beyond the number of days stipulated in the collective agreement or contract of employment, the employee is to request, in writing, prior approval from the Superintendent.
3. It may be desirable for the Division to grant leaves of absence not covered by the collective agreements. Such leaves shall be at the discretion of the Superintendent, and be without pay and without Division contribution to benefits.
4. Employees must have a minimum of five (5) years of service with the Division before requesting a leave, except in situations involving maternity leaves, medical leaves, or special circumstances approved by the Superintendent.
5. All leaves of absence requests directed to the Superintendent shall have specific beginning and ending dates that include day, month, and year. There may be special circumstances, especially involving medical situations, where it is not possible to determine the end date of the leave.
6. All leaves of absence requests should indicate whether they are full-time or part-time, and if part-time, the percentage of part-time leave requested.
7. Prior to directing a leave of absence request to the Superintendent, an employee should discuss that intention with the Principal.
8. Teachers who are on a full-year leave of absence shall notify the Superintendent, prior to March 31st of the year in which the leave is in effect, whether or not they will be returning to their position in September of that year. Failure to communicate their intent in writing by the March 31st deadline may result in their employment status with the Livingstone Range School Division being terminated.
9. Teachers who are on a one-year professional leave as per the collective agreement, are expected to return to their teaching assignment, or an equivalent position, in the following year. If special circumstances exist, the teacher may make a request to the

Superintendent for a maximum of one additional year leave of absence without pay or benefits.

10. Teachers, who are on a leave of absence that does not fall under the normal September to June yearly leave, are expected to confirm their date of return with the Superintendent one month before they wish to commence employment.
11. Teachers who are on a full-time continuous contract may request approval from the Superintendent for a one-year part-time leave. Extenuating circumstances may result in the Superintendent considering a request to extend the part-time leave for a maximum of one additional year. However, after the second year has elapsed, the teacher will either return to full-time employment, or agree to change the full-time continuous contract to a part-time continuous contract.

December, 2003

Amended: January 17, 2005

Updates: Jan. 2020

References

Section 33, 52, 53, 68, 196, 197, 204, 222, 225 Education Act