

**POLICY NO: 511****TITLE: Staff Leaves, Absences & Regenerative Leave****EFFECTIVE DATE:** December, 8, 1987**REVISED DATE:** April 14, 2009, January 10, 2017**REVIEW YEAR:**

## Policy

### Teacher Professional Association Absences:

1. All teaching personnel, who foresee being absent for professional activities during an academic year, must request written permission from the Superintendent at least one week prior to absence.
2. The total number of days allowed for all these activities will not exceed, collectively, 75 days per year without consent from the Superintendent.
3. These activities will normally be limited to one absence per month. The teacher who finds himself/herself in a situation of being absent more than one day in a month must secure the approval of his principal and make a request to the Superintendent at least one week prior to the absence.
4. If the requested permission to attend one of these activities is recommended by the president of the association, the teacher concerned shall discuss the reasons for the leave with the school principal. If the leave can be accommodated, the teacher shall enter their absence for this reason in SRB/Atrieve.
5. The teacher's absence will be granted on condition that the actual substitute's salary be reimbursed to the Division by either the agents concerned or the individual.
6. The Superintendent will consider requests to be absent under this category for the following types of activities: local association, provincial association, national associations, etc.

### Staff Absences:

1. Staff may be granted a leave of absence without pay under the following conditions:
  - a) That the period of absence be used to either:
    - I. further one's education;
    - II. accept temporary employment at the Department of Education;
    - III. accept a temporary teaching position with the Department of National Defense Schools Overseas;
    - IV. accept a teaching position in a developing country;
    - V. other reasons as approved by the Superintendent
  - b) That the staff member applying for a leave of absence has been in the employ of the Seine River School Division for at least five years;
  - c) that the period of absence does not exceed two years;
  - d) that the request for a leave of absence for the coming school year be submitted in writing to the Superintendent before March 31st
  - e) that the teacher notify the Superintendent of his/her intention to return to teaching duties by March 31st.

It is understood that the teacher upon return from a leave of absence shall be guaranteed a teaching position and shall be re-integrated into the School Division bearing in mind the teacher's qualifications, interests and abilities and the needs of the Division.

2. Personal Days (Teachers & Educational Assistants) Entitlement to Personal Days are based on provisions of the respective Collective Agreement. These days shall not be used to extend the Christmas, Spring or Summer breaks.
3. All other leaves will be defined by the respective Collective Agreement/Conditions of Employment which the staff member belongs to.
4. Leave to attend meetings as an elected official  
Absences to a maximum of five days per school year for attending regular meetings as an elected official of a School Board or Municipal Council shall require the Superintendent's prior approval. The teacher will be deducted the actual cost of the substitute for each day.  
Staff members shall not be absent from duty for reasons of personal business without prior approval of the Superintendent or designate. All requests for such approval shall be made through the principal.
5. Deduction of Salary for Absence In accordance with respective Collective Agreements or Conditions of Employment, in all cases of absence from teaching duties other than illness, compassionate leave or other reasons as granted at the discretion of the Superintendent, any teacher thus absent from duty shall have a maximum of 1/200 of his/her annual salary deducted for each day of absence from duties. Non-teachers shall be deducted daily wages for time missed where such time missed is not governed under their respective Collective Agreement or Conditions of Employment.

### **Regenerative Leave Policy**

#### **Intent**

The Seine River School Division believes that dedicated educators provide energy and enthusiasm to learners in our division. In order to maintain the quality of instruction we intend to implement a strategy to ensure our educators have options to remain fresh and ready for the challenges of today. The driving force behind the Regenerative Leave policy is to recognize the level of commitment and dedication it takes to provide the best possible education to the students of the Seine River School Division.

This policy will be reviewed every 3 years to determine the ongoing benefit to the Seine River School Division. Teachers shall be granted leave in accordance with the eligibility requirements and conditions set out below:

#### **Eligibility**

All teachers, including principals, are eligible for Regenerative Leave at the completion of each ten years of service in the Seine River School Division.

#### **Conditions**

1. Approved leaves shall be for the duration of one full school year.

2. At expiration of leave, the teacher shall return to the same or similar position and location the teacher held prior to the leave, unless there is mutual agreement otherwise.
3. Teachers approved for Regenerative Leave shall be required to remain in the employ of the Seine River School Division for 3 full school years upon their return. The committee reserves the right to exempt a teacher from this return of service if it is mutually agreeable to all parties. Such requests shall be made in writing to the committee for consideration.
4. The teacher on leave shall be paid 50% of his/her salary in effect on the date the leave begins; such payment will be made at the teacher's option by either:
  - a) payment in two equal amounts, with one payment occurring September 30th and one payment occurring January 31st;
  - OR
  - b) 12 equal monthly payments beginning after the commencement of the school year.
5. The amount of salary received during the period of Regenerative Leave is not pensionable and pension buy-back is not available.
6. Teachers will be required to submit payment for all benefits (LTD, Extended Health, etc.) for the duration of their leave.
7. Not more than 4 teaching staff shall be absent on Regenerative Leave in any school year.
8. Such leave shall not constitute a break in tenure. Seniority and accumulated sick leave will be maintained but will not accrue for the duration of leave.
9. The application for Regenerative Leave shall be filed with the Superintendent no later than April 30th of the school year preceding that for which leave is being requested. This date will automatically change based on teacher contract requirements.
10. All applications will be reviewed by a committee composed of the Superintendent, the Association President, President of the Seine River Principals' Association and a Board Member. The teacher's application and any other information being considered in the review of each application shall be made available to the Committee at least 10 (ten) working days prior to the review of the applications.
11. Approval or denial of Regenerative Leave shall be confirmed by May 31st. It is understood that no request shall be unreasonably denied.
12. In the event that a teacher dies or becomes disabled during the period of Regenerative Leave, the amount of Regenerative Leave paid shall not be recoverable by the Division.
13. Leaves can terminate only in the event of a significant illness. Requests will be made in writing to the committee for consideration.



This leave shall be available to teachers if and only if the money they receive from the Seine River School Division is their only source of income from the education system.