



### Rationale

The Board of Directors recognize that teachers may from time to time require leaves of absence for personal or professional reasons other than those designated in the terms and conditions of employment, collective agreement, or policies of the Island Catholic Schools. However, the interests of students enrolled in the schools of the diocese, particularly with respect to continuity of instruction, must be considered paramount in all decisions of the Employer regarding teachers leaving the school for short or extended periods of time.

### Policy

Leave Absences shall be provided according to the following regulations. Teachers' requests for special leaves of absence will be considered by the Employer on an individual basis. Teachers shall initiate a request of leave by submitting a letter to the principal (cc to the superintendent).

### Regulation

#### SICK LEAVE

1. The Employer shall pay a teacher at his or her rate of pay while the teacher is on Sick Leave, which Sick Leave shall be calculated as follows:
  - Sick leave is earned at the rate of 2 days for each month in the first two (2) years that the teacher is employed in the calendar school year, and then 1.5 days per month in the calendar school year thereafter.
  - Part-time teachers shall be entitled to sick leave in proportion to the percentage of time that they teach.
  - Unused sick leave may be accumulated to a maximum of ninety (90) days. Teachers who have as of July 1, 2002 accumulated more than ninety (90) days will have these days grandfathered.
  - Each teacher shall receive, by September 30th, an annual accounting of his or her accumulated sick leave as at August 31st.
  - Each teacher may use up to ten (10) days per year of their fifteen (15) sick days each year for the care of a member of their **immediate** family who is ill. (This is not serious illness as below and is not additional days to personal sick days).



2. Critical Illness

Temporary leave of absence with pay for critical illness and/or compassionate reasons will be granted in accordance with the following:

- 2.1 For the critical illness of father, mother, husband, wife, son or daughter, brother or sister, grandchild, son-in-law, daughter-in-law, grandparents, or parents of spouse, the employer will pay approved leave for up to five (5) days.
- 2.2 A medical certificate certifying critical nature of illness will be required if death does not occur.

3. Compassionate Leave

- 3.1 For the funeral of father, mother, husband, wife, son or daughter, brother or sister, grandparents, parents of spouse, grandchild, aunt, uncle, nephew or niece, in-laws, and any other relative living at the same household the employer will pay approved leave for up to five (5) days. Eligibility for compassionate leave for the death of a person considered to be a family member, not mentioned in this section may be granted to a teacher at the discretion of the employer.
- 3.2 In the event of the death of a relative not mentioned above or a friend of an employee, the employee shall be entitled to one-half day leave with pay for the purpose of attending the funeral.
- 3.3 Leave beyond the time granted in the case of a death in the family may be granted to a teacher at the discretions of the employer.

**MATERNITY LEAVE/ADOPTION LEAVE/PARENTAL LEAVE**

4. Maternity/adoption/parental leaves shall be granted without pay in compliance with the Employment Standards Act, B.C., as amended from time to time. Such leave shall be granted for a stated period of time so that the return of duty will coincide with the commencement of a semester or immediately after the Christmas, Spring, Summer Break or at a mutually agreed upon time.
5. Leave shall be granted with pay for a maximum of five (5) days for mandatory interviews for the adoption of a child or travelling time to receive an adopted child.



6. On the birth or adoption of a child, the Teacher may apply for and shall be granted paternity leave of three (3) days with pay.

**EXTENDED MATERNITY/PARENTAL LEAVE**

7. The Employer may at its discretion approve an extended leave of absence. The request shall be in writing and shall not be granted for longer than one (1) year.
8. The return to duty will coincide with the commencement of a semester or immediately after the Christmas, Spring, Summer Break or at a mutually agreed upon time.

**FAMILY LEAVE**

9. Family Leave, of up to one year, without pay may be granted only once in every five (5) years after three (3) years continuous service, except in a crisis situation, should a parent feel it to be necessary to stay at home with a family member. For the purpose of this clause the family member is defined as a spouse or child.

Both male and female teachers shall be eligible for Family Leave, but it may be granted to only one family member in instances where both are employed by the employer. Notice is required in writing, six (6) months prior to commencement of the leave. Less than six (6) months notice may be considered in a crisis situation.

10. The return to duty will coincide with the commencement of a semester or immediately after the Christmas, Spring, Summer Break or at a mutually agreed upon time.

**USE OF SICK LEAVE**

11. Use of Sick Leave:  
If, at the end of the period(s) of leave provided, the Teacher is unable to return to duty because of ill health, the Teacher will apply for long-term disability benefits. But if such benefits are not provided by the carrier, the Teacher may be eligible for unpaid medical leave.



**EARLY RETURN**

12. In the case of special situations, a Teacher may return to duty earlier than provided in the agreed-upon leave, subject to the Teacher giving the Employer thirty (30) calendar days written notice of the Teacher's intention to return to duty earlier than the end date provided for in the leave, so as to enable the Employer to give to the replacement Teacher thirty (30) calendar days' notice of termination of contract. A teacher hired on a temporary contract to replace a teacher who chooses returns to work (as noted in #11) may be given thirty (30) calendar days' notice in writing of the termination of his/her contract.

**LEAVE FOR CONFERENCE PARTICIPATION**

13. Leave with pay may be granted after three (3) years continuous service by the Superintendent for attendance at educational or religious conference where the teacher is a speaker or participant in an official capacity.

**LEAVE FOR COMPETITIONS**

14. Leave with pay may be granted after three (3) years continuous service by the Superintendent to enable participation in a recognized official provincial, national or international competition. Such leave may be granted for participation as a judge, coach or competitor including but not limited to competitions in athletics, science and fine arts.

The Superintendent may grant a Teacher leave with pay after three (3) years continuous service, to support their child, who attends a CISDV school, in a recognized official provincial, national or international competition. Such leave may be granted for participation, including but not limited to, competitions in athletics, science and fine arts. Up to three (3) days with pay may be granted annually. The Teacher will be responsible for the selection of the TOC and the TOC costs.

**EDUCATIONAL AND EXCHANGE LEAVES**

15. The Employer may grant educational leave without pay to teachers with a minimum of three (3) years continuous service in the system. Such leave shall be for periods of up to two (2) Calendar School Years.



16. Exchange leave to participate in a bona fide teacher exchange plan may be granted for up to one (1) Calendar School Year.
17. Any teacher granted leave under Section 19 shall be treated on his or her return for the purposes of computation of his or her Increment Year, as though he or she had been teaching in the service of the Employer during his or her absence.
18. The return to duty will coincide with the commencement of the following term or Semester.

#### **JURY OR WITNESS DUTY**

19. A teacher shall be granted a leave of absence with pay for the days during which he or she is required to be in attendance for jury duty but not in the capacity of a witness in a judicial proceedings, hearing or trial.
20. Any remuneration which the teacher receives as a result of attendance at such proceedings shall be assigned and paid to the Employer.
21. A teacher shall give notice in writing to the Employer of his or her intended leave and shall be accompanied by the appropriate documents to verify qualification for leave hereunder.

#### **SALARY DEFERRAL PLAN**

22. This plan is available to all teachers in accordance with CISDV Policy #423.

#### **PERSONAL LEAVE OF ABSENCE**

23. The employer may approve leave with full pay upon written application to the Principal for the following:
  - For one (1) working day to attend member of immediate family's, or own, convocation and for out of town graduations.
  - On business connected with the school system.
  - Visitations to other schools for educational purposes.
  - Participation in Indigenous Peoples Cultural events.



**GENERAL LEAVE**

- 24. Request for leaves from duties for purposes not specifically enumerated in this agreement shall be considered by the employer on an individual basis. Leaves will be considered in view of the reasons, period of time requested, and provided a suitable Teacher-On-Call is available. Leave will be without pay. The written request for leave will be submitted to the Principal well in advance of the leave requested.
- 25. All leaves granted with pay apply only to teachers not already on leave of absence without pay.
- 26. The return to duty for any general leave will coincide with the commencement of the following term or semester.

**ASSIGNMENT**

- 27. A teacher returning from pregnancy, paternal, family or any other short-term (less than 12 months) leave shall be reassigned to the same or a comparable position.
- 28. A teacher returning from a long-term (greater than 12 months) leave shall be assigned to a position reasonably comparable to that held prior to the leave.

Reference:	Approved
	Date Approved: June 1994
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