

UNPAID LEAVE

Preamble

Swan Valley School Division recognizes that employees may occasionally have commitments outside their regular employment that require special leave from their workplace. Additionally, personal circumstances may warrant special leave without pay.

Procedure

1. Staff absences would normally be covered under the provisions of the collective agreements, except for unusual circumstances.
2. Available leave provisions within the collective agreements must be utilized before considering unpaid leave.
3. Leaves of absence will not be granted for other employment. Exceptions for employment purposes may be made for bus drivers, who are self-employed.
4. Professional Staff
 - a. Requests for leave without pay should be received by September 30 and shall fall under the conditions defined in the Collective Agreement article 7.12. Leaves submitted after September 30 may be granted but may be subject to more stringent criteria such as substitute availability, the impact on programming, and the nature of the leave (e.g., extenuating circumstances outside of the teacher's control such as an immediate family member's destination wedding or graduation).
 - b. The Superintendent/CEO and/or designate is authorized to approve up to five consecutive teaching days of leave of absence without pay for any employee. Any leaves exceeding five consecutive days will require board approval.
5. Support Staff
 - a. Support staff and the Division have entered into an employment relationship with the understanding that support staff are available for work when classes/school are in session. Therefore, time away should be arranged during the established school breaks.

- b. Requests for leave without pay should be received by September 30. Leaves submitted after September 30 may be reviewed but may be subject to more stringent criteria such as substitute availability, the impact on programming or services, and the nature of the leave (e.g., extenuating circumstances outside of the support staff's control such as an immediate family member's destination wedding or graduation).
 - c. The Superintendent/CEO is authorized to approve a leave of absence, up to five days without pay, for any member of the support staff. Any leaves exceeding five consecutive days will require Board approval.
 - d. A short-term leave of absence (up to five consecutive instructional days) may be granted to support staff employees who have worked for Swan Valley School Division for a minimum of two years without a break in employment. A break in employment is considered to be a resignation or a termination.
6. Employees responding to emergencies as a member of an emergency organization (e.g., Volunteer Fire Department) may be granted a short-term leave with no loss of pay or benefits, up to a maximum of five days per year. The immediate supervisor of the employee shall be notified prior to such leave being taken. The immediate supervisor shall notify the Superintendent/CEO and/or designate in writing after such leave occurs.
7. **Leave Request Process**
For employees requesting a leave of absence without pay for non-emergency situations, the following process is required:
 - a. A letter outlining the reason for the request must accompany the leave request by September 30 of each school year. Days set out in Collective Agreements such as Personal Days or Extra-Curricular Days must be used first.
 - b. The Superintendent/CEO and/or designate shall assess each request for leave without pay using discretion prior to making a final decision. Discretion shall be based on sound judgment, interpretation of Swan Valley School Division policies, rules, collective agreements, availability of a suitable replacement, past precedents, the nature of the leave (e.g., extenuating circumstances outside of the teacher's control such as an immediate family member's destination wedding or graduation), and the impact on Divisional programming or services.
8. If a staff member wishes to be considered for any other leave (with or without pay) outside the provisions of the collective agreements and this procedure, a written letter to the Superintendent is required in a timely manner.