

ADMINISTRATIVE PROCEDURE

Personnel and Employee Relations Support Staff Leaves PER #22

Revised: August 2025

Background

The Board's Policy for <u>Compensation and Benefits for Non-teaching Staff</u> states "the Superintendent shall establish, for each school year, remuneration, terms and conditions of employment, and benefits for staff not covered by a collective agreement."

Procedures

Upon completion of the probation period, the following leave days will be granted to support staff members, with pay:

1. Compassionate Leave

- 1.1. A temporary leave of absence with pay shall be granted whenever the support staff member is absent, as follows:
 - 1.1.1. Up to five (5) school days for the death, and five (5) school days for the critical illness, of a support staff member's spouse, son or daughter, parent, brother, sister or parent of spouse upon completion of the necessary absence forms.
 - 1.1.2. Up to three (3) days for the death of grandparent, grandchild, son-in-law, daughter-in-law, aunt, uncle, nephew, niece, if warranted.
 - 1.1.3. Up to three (3) school days for the death of grandparent of spouse, brother-in-law, sister-in-law, or other relative who is a member of the support staff member's household.
- 1.2. In the event of the death of relatives listed in clause 1.1.1 or 1.1.2 additional leave with pay may be granted for travel at the Superintendent's, or designates, discretion.
- 1.3. Before payment is made under this procedure, Christ the Redeemer (CTR) Catholic School Division may require a medical certificate stating that critical illness was the reason for the absence.

2. Convocation Leave

2.1. A support staff member is entitled to a leave of absence with pay for one (1) day per school year for the support staff member's own convocation or that of the member's spouse or child. With approval, this day may also be used for a child's high school graduation.

3. Paternity Leave

3.1. For not more than two (2) days, paternity leave shall be granted for the birth of the support staff member's own child to be used within one (1) week from the day of birth or within two (2) days from the date on which the mother or the child is released from hospital.

4. Jury Duty, Summons and Subpoena Leave

- 4.1. For jury duty or any summons related thereto, the support staff member shall remit to CTR Catholic any jury stipend set by the Court or other body.
- 4.2. To answer a subpoena or summons to attend as a witness in a court of law as a result of any action arising out of the support staff members employment, or to attend any court proceeding as a witness in a cause other than the support staff member's own. In this instance, the support staff member shall remit to CTR Catholic any witness fee set by the Court or other body.

5. Maternity Leave

- 5.1. Upon request, a support staff member shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the support staff member's child.
- 5.2. Maternity leave shall be without pay and benefits except as provided in clause 7.4.
- 5.3. A support staff member shall, when possible, give the Employer three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the support staff member is pregnant and giving the estimated date of birth.
- 5.4. The support staff member may terminate the health-related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The support staff member shall give the Employer no less than four (4) weeks notice, in writing, of the intended date of return.
- 5.5. Upon expiration of the leave provided pursuant to clause 5.1, the support staff member shall be reinstated in the position the support staff member occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code, the support staff member will be provided with an alternative position of a comparable nature.

6. Parental/Adoption Leave

- 6.1. Upon request, a support staff member shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.
- 6.2. Parental leave shall be without pay and benefits except as provided in clause 7.5.
- 6.3. The support staff member shall give the Employer at least six (6) weeks written notice of the support staff member's intention to take a parental leave. Specifically, in the case of adoption, the support staff member will provide as much notice as possible.
- 6.4. The support staff member may terminate the leave at any time. The support staff member shall give the Employer no less than four (4) weeks' notice, in writing, of the intended date of return.
- 6.5. Upon expiration of the leave provided pursuant to clause 6.1, the support staff member shall be reinstated in the position the support staff member occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code, the support staff member will be provided with an alternative position of a comparable nature.
- 6.6. If support staff members under clause 6.1 are parents of the same child, the parental leave granted may be taken by one support staff member or shared by both support staff members. In any case, the Employer may grant but is not required to grant parental leave to more than one parent of the child at the same time.

7. Salary Payment and Benefit Premium

7.1. The Employer shall top up Supplementary Employment Benefits (SEB) to 100 percent of the support staff member's weekly salary for the duration of the health related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Administrative Procedure PER #07 Sick Leave.

- 7.2. When the support staff member is not eligible for Employment Insurance Benefits, the support staff member will have access to sick leave benefits as per Administrative Procedure PER #07 Sick Leave.
- 7.3. The support staff member shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.
- 7.4. The Employer shall pay the portion of the support staff member's benefits plan premiums and contribute Health Spending Account amounts specified in Administrative Procedure <u>PER #03 Health Benefits</u>, for sixteen (16) weeks of maternity leave.
- 7.5. The Employer shall pay the portion of the support staff member's benefits plan premiums specified in Administrative Procedure PER #03 Health Benefits, for thirty-six (36) weeks of parental leave. The Health Spending Account (HSA) will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.
- 7.6. The support staff member may apply to the benefits plan for coverage during any extended portion of the parental leave beyond thirty-six (36) weeks.

8. Additional Leave

- 8.1. A support staff member may apply to the Superintendent, or designate, for an additional general leave for up to one (1) full school year. Such year shall be without pay and without benefits and the duration shall be mutually agreed prior to commencement of such leave.
- 8.2. Additional leaves are contingent on the understanding that employees are not to pursue nor accept any other employment with compensation within Canada, for the duration of the leave.

9. Other Leaves of Absence

- 9.1. All other leaves of absence are considered only such that the operational needs of the school may still be met in conjunction with the staff request for leave.
- 9.2. Additional leaves of absence with or without pay and with or without benefits may be granted to support staff members for reasons accepted by the Superintendent or designate, except where circumstances put such leave in conflict with the interests of the school.
- 9.3. A support staff member shall be granted one (1) day of personal leave with pay per school year. A day is defined as equivalent to the maximum daily hours worked on the employees planned hours timesheet. This time can be booked in hourly increments and, if requesting coverage, must be not less than three hours.
- 9.4. A support staff member shall submit a request to their supervisor (principal, director or superintendent) with two (2) weeks' notice where possible when they want to utilize a personal leave day. This personal leave time shall not be used to extend a holiday period or a long weekend without the approval of the principal. Support staff will be allowed to carry over up to one (1) personal leave day, which is inclusive of any remaining hours from the maximum time allotted. Support staff may access no more than two (2) personal days in any one (1) year. A day is defined as equivalent to the maximum daily hours worked on a planned hours timesheet.
- 9.5. A support staff member may use up to three (3) days of available family illness leave per school year to care for the support staff member's sick child or other relative living in the support staff member's household, or the support staff member's parent, providing that the other spouse is incapacitated or not available.