

# EDUCATIONAL LEAVE REGULATIONS FOR 2019-2020

## Eligibility

1. Every teacher who has been employed as a teacher in New Brunswick for **five (5) years, as of the application deadline**, shall be eligible for educational leave of **up to one year**.
2. A Joint Educational Leave Committee shall receive applications for educational leave and shall grant a number of leaves utilizing an amount equal to the maximum of the salary scale of Certificate V multiplied by .005 of the number of full-time equivalent teachers engaged as of September 30 immediately preceding the period during which applications for educational leave are reviewed.

## Purpose of Leave

3. Educational leave may be granted to a teacher wishing to devote up to a year's study or study/travel for purposes of retraining, specialization or professional growth.

## Application Process

4. Application forms for educational leave may be obtained on the NBTA Website.
5. Teachers will apply to: Secretary, Educational Leave Committee, NBTA, P.O. Box 752, Fredericton, N.B. E3B 5R6 [Fax: (506) 453-9795 or Email: [edleave@nbta.ca](mailto:edleave@nbta.ca)]. Teachers must also forward one copy to the Superintendent, one copy to the School Principal, and keep one copy for their file. The Secretary of the Educational Leave Committee will request confidential recommendations from the School District and the Principal once applications have been received.
6. **No applications for Educational Leave will be accepted if they are postmarked or e-mailed to the Association later than Friday, NOVEMBER 2, 2018. APPLICANTS WILL BE INFORMED IMMEDIATELY THAT THEIR LATE APPLICATIONS WILL NOT BE CONSIDERED. (Teachers applying close to the deadline date are advised to use Registered Mail or Courier Service to avoid disputes over inconclusive postmarks.)**
7. All teachers to receive educational leave shall be advised before the **end of January, 2019**.

## Salary and Method of Payment

8. A teacher on educational leave shall receive seventy percent (70%) of the salary he/she would have received had he/she been employed during the period of educational leave in the position that he/she held at the time his/her application was submitted.
9. Salary shall be deposited on the same dates regular salary is deposited.
10. While on educational leave, a teacher shall have deducted from his/her monthly income, pension contributions and Association dues based on the annual salary he/she would have

received had he/she been teaching full time.

11. Deductions for NBTF Group Insurance shall be made by the School Districts in the usual manner.
12. For salary purposes, teachers taking a short-term educational leave must make arrangements with their School District. The salary reduction of thirty percent (30%) applies only to the period when they are on educational leave. For teachers in the semestering system, short-term educational leave for the first semester will extend from September to the end of the first semester of the public school system. Educational leave applications for the second semester may be granted from the beginning of the second semester to June 30<sup>th</sup>.
  - i.e: 4 months: September-December (K-8)
  - 5 months: September-January or February-June (9-12)
  - 6 months: January-June (K-8)
  - 1 year: September-June (K-12)

### **Commitment to Resume Teaching**

13. A teacher who is granted educational leave of at least six (6) months shall agree in writing to return immediately to the field of public education in New Brunswick following the expiry of such leave or extended leave for a period of one year.
14. Any teacher who does not comply with paragraph No. 13 may be required to repay the salary received during the educational leave.
15. In the event that an Educational Leave Recipient does not fulfill the commitment to return to "the field of public education in New Brunswick":
  - (a) The teacher must apply to the Educational Leave Committee to have this stipulation waived due to compelling circumstances.
  - (b) The Secretary of the Committee will confer with the Superintendent of Schools in the appropriate District, and subsequently with the Committee members.
  - (c) The Committee may waive the stipulation to return if the teacher's reasons are deemed compelling or may insist that the teacher fulfill his/her commitment.
  - (d) If the teacher refuses to fulfill his/her commitment to return after receiving notification from the Committee to do so, the Committee may make recommendation to the Minister that the Department seek repayment of salary paid during the period of Educational Leave.

### **Responsibility of Teachers**

16. A teacher on educational leave shall not be employed in any capacity by a School District while in attendance at an institution of higher learning or, in the case of study and travel, during the time of such study and travel. A teacher may, however, supply teach after the termination of his/her attendance at an institution of higher learning as long as his/her salary together with his/her supply teaching pay does not exceed the salary which he/she would have received had he/she been employed as a teacher.
17. If any teacher on educational leave is obliged to cancel his/her leave before he/she undertakes

his/her studies, he/she shall advise the Secretary of the Educational Leave Committee immediately so that he/she may be replaced by another teacher.

18. Any teacher on educational leave who accepts employment during the educational leave is obliged to advise the Secretary of the Educational Leave Committee.
19. If a teacher who is on educational leave and in attendance at an educational institution is obliged to discontinue his/her studies, or changes his/her approved program, he/she shall advise the Secretary of the Educational Leave Committee immediately so that his/her case may be reviewed.
20. Each teacher who has been advised that he/she has received an educational leave must ensure that the university/institution confirms the teachers program by informing the Secretary of the Educational Leave Committee **not later than Friday, May 3, 2019 or Friday, November 29, 2019** (for those registered for a winter session).

**Failure to do so could result in the cancellation of the leave.**

21. **Teachers accept the responsibility to report on their leave activities to the Educational Leave Committee. Immediately following the completion of their Educational Leave commitment, teachers will either:**
  - a) **for teachers attending university - forward a transcript of marks for all courses taken during the period of leave;**

**OR**

  - b) **for teachers doing a combination of study/travel, or study and/or other activities - forward a transcript of marks for any courses taken and a report of other activities on the report form provided by the Educational Leave Committee.**

### **Responsibility of Committee**

22. The Secretary of the Educational Leave Committee may inquire from time-to-time from the institutions involved to verify if the candidates on educational leave are, in fact, enrolled.
23. There shall be full flexibility in terms of duration of leaves by mutual agreement.
24. Course providers other than university are eligible for approval.
25. Superintendents will be apprised of the above interpretations.
26. The Committee will continue to give strong consideration to School District recommendations.
27. Superintendents will be made aware of all selection criteria used by the Committee.
28. The Educational Leave Committee requires from all members on educational leave, a report of the activities undertaken during the leave and the Committee is authorized to take all necessary steps to ensure members have met the requirements of the educational leave. A School District may at any time request that the Educational Leave Committee conduct an investigation into complaints related to an educational leave provided reasonable grounds are

established.

29. The Secretary will finalize and distribute an Annual Report to Educational Leave Committee on leave activity.

### **REVOCATION OF EDUCATIONAL LEAVE**

30. **In the case of a teacher who is not meeting the requirements of their educational leave or who has changed plans without the agreement of the committee:**
- a) **The Secretary of the Educational Leave Committee will inform the teacher that his/her leave is under review and advise what steps must be taken to fulfil the previously agreed requirements.**
  - b) **If the teacher does not take the recommended steps to fulfill the requirements of the Educational Leave, the Educational Leave Committee shall meet to consider the revocation of the teacher's educational leave. In such a case, the teacher shall be given an opportunity to make representation on his or her behalf either in person or in writing.**
  - c) **The Educational Leave Committee may come to an agreement with the teacher on a remedy or it may make a recommendation to the Deputy Minister of Education to revoke the Educational Leave.**

### **Criteria Affecting Selection for Education Leave**

The Committee considers confidential comments and recommendations from Principals and Superintendents. These comments usually are directed to the benefits of the leave to the school and the district and are an important source of information to the Committee.

Other factors that are considered are:

- distribution by district and within districts;
- position distribution (teachers, SPR's, vice-principals and principals, etc.);
- grade levels;
- past professional involvement;
- years of experience;
- number of times teacher has applied;
- benefit to the school/district of the proposed educational leave;
- certificate level of the teacher;
- previous educational leave.

***NOTE: Some priority will be given to members who have not previously been granted educational leave without automatically excluding members who have had a previous leave. Factors such as the number of years since the previous leave, the total number of applications, the experience of the other applicants and the other criteria listed above shall be considered.***

## **The Collective Agreement**

Article 37 of the Collective Agreement between the New Brunswick Teachers' Federation and Treasury Board stipulates:

- 37.01 Every teacher who has been employed as a teacher in New Brunswick for five years shall be eligible for educational leave up to one (1) year with seventy percent (70%) of the salary which he/she would have received had he/she been employed during the period of the educational leave in the position which he/she held at the time his/her application was made.*
- 37.02 The Educational Leave Committee shall consist of one representative of the NBTF, one representative of the NBTA, one representative of the AEFNB, one Superintendent of an anglophone zone and one Superintendent of a francophone zone, and two representatives of the Department of Education and Early Childhood Development.*
- One of the two Department of Education and Early Childhood Development representatives shall be designated Chairman by the Minister of Education. A Secretary, provided by the NBTF, shall be a non-voting member. The Educational Leave Committee shall be responsible for administering, granting and cancelling educational leaves.*
- 37.03 The Employer will make available for educational leave an amount equal to the maximum of the salary scale of Certificate V multiplied by .005 of the number of full-time equivalent teachers engaged as of September 30th immediately preceding the period during which applications for educational leave are reviewed.*
- 37.04 Teachers who are eligible for Educational Leave wishing to obtain such leave shall make application to the Secretary of the Educational Leave Committee with a copy to the Director of Education. The Committee will review the applications after having received recommendations from the Director of Education and such other sources as it deems fit.*
- 37.05 A teacher granted educational leave shall, on returning to his/her school district, be entitled to the same position he/she occupied prior to being granted the educational leave. If this position no longer exists, the teacher shall be entitled to an equivalent position. This clause is not intended to provide greater privileges or benefits than those which would have been enjoyed had the teacher not been granted the educational leave.*
- 37.06 Subject to Clause 37.07, teachers on educational leave are considered to be under full contract with the School District and, therefore, retain full status and receive all the benefits that any other teacher would receive.*
- 37.07 The sick leave provisions of this Agreement shall not apply to those on educational leave; however, those teachers on educational leave shall not lose their accumulated sick leave.*
- 37.08 No teacher serving on the Educational Leave Committee shall lose salary, sick leave benefits or pension benefits due to an absence or absences from school under this Article. The agreed expenses, other than salaries, of this committee shall be borne equally by the Employer and the Federation.*
- 37.09 No teacher shall be eligible for a subsequent educational leave until he/she has been employed as a teacher in New Brunswick for a further one (1) year for each two (2) months of educational leave previously taken.**