

Maternity



Leave

Workshop

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Maternity Leaves and Pension (BCTF handout)



Government Booklet (for a copy, email: publications@hrsdc-rhdcc.gc.ca) (for online information: www.servicecanada.gc.ca)

President's Message



The Delta Teachers' Association welcomes members and their partners to our annual Maternity/Parenthood Leave workshop. The maternity and parenthood benefits described in our employment contract, the Provincial Collective Agreement as it applies in Delta, represents what the union has been able to achieve to support our members as they become parents. We hope that the information contained in this package, together with information presented by BCTF Income Security staff, will go a long way to answering many of the questions that our members have about Maternity and Parenthood issues. As always, the DTA encourages members to call the DTA with any and all questions pertaining to Maternity and Parenthood Leaves, as well as any other issue of importance.

Susan Yao,
President,
Delta Teachers' Association

MATERNITY LEAVE CHECKLIST

- Confirm pregnancy.
- Apply in writing for maternity/parental/parenthood leave and include doctor's note with estimated due date.
- Notify Human Resources about continuing payment of your portion of benefits.
- College of Teacher fees – if you are not being paid by the district, you will need to pay your BCCT fees. You will receive an invoice from the College.
- Apply for EI (maternity) benefits.
- Apply to Human Resources for SUB benefits (95% of salary for the first 2 weeks of the leave and a top-up to 50% of salary for the next 15 weeks) and submit a copy of first EI cheque to the payroll department.
- Decide which parent will take which portion of parental leave and apply for this if you haven't already.
- Once your child is born – call Human Resources to let them know actual date of birth for EI purposes and then enrol him/her in benefits plans, alter life insurance, wills, etc.
- Notify Human Resources about your return to work (please give 4 to 6 weeks) prior to anticipated return.
- Purchase pensionable service for the maternity and short term parental portion of your leave.
- If you receive a lay-off notice while you are on a maternity/parental leave you must participate in the post and fill process to secure a position. Contact the DTA for details.
- Contemplating a job share? Contact the DTA for details.

SECTION 1



Delta Teachers' Association

CONTRACT LANGUAGE

PROVINCIAL COLLECTIVE AGREEMENT:

G.26 – MATERNITY LEAVE AND S.U.B. PLAN AND PARENTHOOD LEAVE

C.22 – DEFINITION OF SENIORITY

G.26: MATERNITY LEAVE AND S.U.B. PLAN AND PARENTHOOD LEAVE

1. Short Term Maternity Leave - Part 6 of the Employment Standards Act is guaranteed and applies.
 - a. Supplemental Employment Benefits on Maternity Leave
 - i) When a pregnant employee takes the maternity leave to which she is entitled pursuant to the Employment Standards Act, the Board shall pay the teacher 95% of her current salary for the first two (2) weeks of leave--if the teacher is eligible to receive E.I. benefits, the difference between 50% of her current salary and the amount of the E.I. Maternity benefits received by the teacher for a further fifteen (15) weeks.
 - ii) The Board agrees to enter into the Supplemental Employment Benefit (SEB) Plan agreement required by the Employment Insurance Act in respect of such maternity payments.
 - b. Use of Sick Leave
 - i) A terminated pregnancy shall be treated as sick leave.
 - ii) If at the end of the agreed upon period of leave, the employee provides a medical certificate indicating she is unable to return to duty because of ill health, she shall qualify for her sick leave provisions.
2. Short Term Parental Leave (inclusive of adoption) - Part 7 of the Employment Standards Act is guaranteed and applies.
3. Parenthood Leave - provided for parenthood purposes under circumstances (a) and (b), and (c) as follows:
 - a. Maternity-Related Parenthood Leave

- i) Available as an alternative to Maternity Leave. Leave under this section is in addition to Maternity and Parental Leave.
- ii) The length of this Parenthood Leave shall be from five (5) months to sixteen (16) months depending on individual circumstances, and coinciding with Article C.26.3a iv) below. The length of this leave shall, upon request, be extended for one (1) additional school year only. Such request for extension must be received by March 15 of the first year of leave.
- iii) Unless otherwise approved by the Board, the date of leaving shall coincide with December 31, September 1, the end of a semester or quarter, or Spring Break.
- iv) The date of return shall be September 1.
- v) During the first twenty-four (24) weeks of maternity-related parenthood leave, the following provisions shall apply:

Any pension, medical or other plan beneficial to the employee shall continue, and the employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:

- a) the employer pays the total cost of this plan;
- b) the employee elects to continue to pay her share of the cost of a plan that is paid for jointly by the employer and the employee.

b. Non-Maternity Related Parenthood Leave

- i) The length of this leave shall be ten (10) months. The length of this leave shall, upon request, be extended for one (1) additional school year only. Such request for extension must be received by March 15 of the first year of leave.
- ii) Unless otherwise approved by the Board, the date of leaving shall be September 1.
- iii) The date of return shall be September 1.

c. Other Governing Clauses

- i) Applications for leave must be submitted to the Board six (6) weeks prior to the effective date of leave.
- ii) Leave is granted on the understanding that the teacher will be returning. Teachers on leave shall re-affirm in writing no later than March 15 their intention to return. If notification is not received on or before this date, the

right to return to staff is forfeited.

- iii) If an application for early return to duty is received by the Board, the request for return shall be granted when a suitable position is open.
- iv) Benefits may be continued, subject to the restrictions of the various carriers, while on parenthood leave, by arranging to pay total premium costs to the Board in advance for five (5) month periods.
- v) Seniority in the District will accumulate while on parenthood leave. The length of parenthood leave will be limited to a maximum of ten (10) teaching months, or whatever lesser period to coincide with the September 1 return, if seniority in the District is one (1) year or less.

G.27: PATERNITY LEAVE

- 1. Teachers shall be entitled to one (1) day of paternity leave with pay, to be arranged to be taken within fifteen (15) consecutive teaching days of the birth of the child.

G.28: ADOPTION LEAVE

- 1. Teachers shall be entitled to one (1) day adoption leave with pay, to be taken on the day of receiving the child. If required, an additional one (1) day with pay shall be granted if the receiving is to take place outside the Lower Mainland. If both prospective parents are employed by the Board, both parents shall be granted leave if both are required to attend by the Agency.
- 2. Further adoption leave may be granted as follows:
 - a. application for such leave must be submitted fourteen (14) calendar days prior to the effective date of the leave; such period may be reduced by mutual agreement;
 - b. leaves taken for less than twenty-four (24) weeks shall terminate December 31, September 1, the end of the semester or quarter, or Spring Break;
 - c. leaves granted for between twenty-four (24) weeks to sixteen (16) months shall terminate September 1;
 - d. benefit provisions shall be as stated in Article C.26.3 a) v);
 - e. the employee shall notify his/her principal at least one (1) month prior to the intended date of return to work.

SECTION C - EMPLOYMENT RIGHTS

C.2: SENIORITY

1. Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.

Note: Refer also to Article C.22.1

C.22: DEFINITION OF SENIORITY

1. In this Agreement, "seniority" means an employee's aggregate length of service in the employment of the Board, inclusive of service under term contract, teaching-on-call pursuant to C.22.2 and C.22.4, and part-time teaching. For the purposes of calculating length of service, part-time teaching shall be credited fully as if it were full-time service.

Note: Refer also to Article C.2.1

2. Effective January 1, 1993 a teacher-on-call shall gain one day of service recognition for each day worked. A teacher-on-call shall acquire one year of service recognition when one hundred and sixty (160) days of service have been accumulated. Provided there is no break in service in excess of seven (7) years continuous service, a teacher-on-call who secures a continuing position shall have the service recognition attained since January 1, 1993 credited as seniority to a maximum of five (5) years.

Note: Refer also to Article C.2.3

3. In addition to the provisions of C.22.1 and C.22.2, the seniority for an employee on a continuing contract shall include seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.

Note: Refer also to Article C.2.2

4. When the seniority of two (2) or more employees is equal pursuant to Articles C.22.1, C.22.2 and C.22.3, the employee with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.
5. When the seniority of two (2) or more employees is equal pursuant to Article C.22.4, the employee with the greatest number of days of on-call teaching with the Board prior to appointment on continuing contract shall be deemed to have the greatest seniority.
6. When the seniority of two (2) or more employees is equal pursuant to Article C.22.5, the employee with the greatest aggregate length of service with another school authority (recognized for salary experience purposes in this Agreement) shall be deemed to have the greatest seniority.
7. When the seniority of two (2) or more employees is equal pursuant to Article C.22.6, the employee with the earliest application for employment with the Board shall be deemed to have the greatest seniority.


8. For the purposes of this Article, the following leaves of absence shall count toward aggregate length of service with the Board:
 - a. maternity leave and/or parental leave pursuant to the Employment Standards Act;
 - b. service as DTA President;
 - c. service with the BCTF or CTF.;
 - d. service with the Department of National Defense;
 - e. exchange teaching;
 - f. secondment;
 - g. parenthood leave;
 - h. approved educational leave;
 - i. service as an MLA or MP.;
 - j. compassionate care leave (Article G.2);
 - k. all other approved leaves of absence (including long-term sick leave).

9. For the purposes of this Article, continuity of service shall be deemed not to have been broken by resignation for purposes of maternity followed by re-engagement within a period of three (3) years, or by termination and re-engagement pursuant to this Article.

SECTION 2



BCTF

British Columbia Teachers' Federation A Union of Professionals
100-550 West 6th Avenue, Vancouver, BC V5Z 4P2 bctf.ca
604-871-2283 1-800-663-9163 

Leaves—Rights and Benefits

Note: This fact sheet has been prepared for general information purposes. It is not a legal document. Please refer to the *Employment Standards Act* and Regulation for purposes of interpretation and application of the law.

Pregnancy (Maternity Leave)

Rights

1. BC Employment Standards Act (ESA)

a) Availability

- The ESA grants a pregnancy leave to all pregnant employees regardless of the length of their employment.
- This leave can occur even if the pregnancy ends in miscarriage or termination of the pregnancy.

b) Amount of leave:

- An employee is entitled to up to 17 weeks leave of absence without pay, which may begin at any time up to 13 weeks prior to the expected date of delivery.
- If pregnancy ends in miscarriage or termination of pregnancy, the employee is entitled to up to 6 weeks of unpaid leave beginning on the date of the miscarriage or termination.
- After termination of a pregnancy, up to 6 consecutive weeks of unpaid leave.
- In addition, the employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends.

c) Request for leave:

- The ESA says that the request must be in writing and be sent to the employer at least 4 weeks prior to the start of the leave. However, the courts and the Employment Standards Tribunal have clearly stated that failure to do so will not take away the right to pregnancy leave.
- If required by the employer, medical practitioner's or nurse practitioner's certificate confirming the expected birth date, the date the pregnancy terminated or the reasons for requesting additional leave.

d) Security of employment:

- during the term of the leave the employer must not;
 - terminate employment, or;
 - change a condition of employment without the employees written consent.
- as soon as the leave ends the employer must place the employee:
 - in the position the employee held before taking the leave, or;
 - in a comparable position.

2. Collective agreement

- The rights from the ESA may not be diminished by the collective agreement.
- Rights beyond those in the ESA may be contained in the collective agreement.
- Contact the local for specific details.

Benefits

1. *BC Employment Standards Act* (Section 56(2) a, b)
 - Medical, Extended Health, Dental, Pension and Group Life Insurance plans for the length of the leave in the ESA:
 - if the employer normally pays the full premium, the employer must continue to provide the benefit plan(s), including pension, at no cost to the employee;
 - if the employer normally pays a portion of the premium, and the employee **elects** to continue the benefit plan(s), including pension, then the employer must continue to pay its share and the employee her/his share.
2. Collective agreement
 - Sick leave **may** be available if you are unable to work prior to the date of birth and for the 2-week period following the birth or termination of the pregnancy because of the pregnancy.
 - A Supplemental Unemployment Benefit (SUB) plan **may** be available which will top up your employment insurance, sickness, or maternity benefit.
 - Local president for details
3. BCTF Salary Indemnity Plan (SIP)
 - If you run out of sick leave, you may apply for SIP benefits.
 - Benefits are paid if you are unable to work prior the date of birth.
4. Employment Insurance (EI)
 - Qualification for EI benefits:
 - at least 600 hours of insurable earnings in the 52 weeks prior to the start of the leave of absence (or in the period since the last EI claim);
 - the qualification period may be extended to 104 weeks by application if unable to qualify because of illness or maternity;
 - teachers and teachers-on-call earn 9.1 hours per day or 45.5 hours per week pro-rated to the percent of time worked;
 - a 1-week waiting period from beginning of the leave may be covered by the SUB plan, or if ill, by sick leave or SIP.
 - Duration of benefits:
 - up to 15 weeks, starting no earlier than 12 weeks prior to the expected date of birth and ending no later than 17 weeks after the date of birth or termination of the pregnancy;
 - benefits are payable during July and August.

5. Pension (TPP)

- Pension service credit continues to accrue when on paid sick leave and SIP.
- For other periods of leave when not on paid sick leave or SIP, you may purchase the pension service.
 - contact the Teachers' Pension Plan (604-660-4088 if Lower Mainland, or 1-800-665-6770), the BCTF (604-871-2283 or 1-800-663-9163), your local union office, your employer, or go online to pensionsbc.ca for application forms;
 - if you pay your contribution for the unpaid leave period (EI benefits are not pay for pension purposes), the employer will pay its contribution;
 - you may buy this time during the leave (monthly) or following the leave for up to five years from the termination of the leave.
- The maximum period that may be purchased for one maternity leave is 17 weeks.
- Cost is the employee contribution rate only, x FTE monthly salary x number of months to purchase and is **always cost effective**.

Parental Leave

Rights

1. *BC Employment Standards Act*

a. Amount of leave:

- up to 61 consecutive weeks of unpaid leave starting, for the birth mother, immediately following the maternity leave (unless the employee and the employer agree otherwise);
- for other parents except adopting parents, up to 62 consecutive weeks, within 78 weeks after the birth of the child,
- for an adopting parent, to 62 consecutive weeks, within 78 weeks after the child has been placed with the parents.
- plus five (5) more immediate weeks are available if the child has physical, psychological or emotional conditions requiring the additional leave.

b. Request for leave:

- the request must be in writing, sent to the employer at least four (4) weeks prior to the start of the leave;
- the employer may request medical certification supporting the employee's entitlement to the leave.

2. Collective agreement

- The rights from the ESA may not be diminished by the collective agreement.
- Rights beyond those in the ESA may be contained in the collective agreement.
- Contact the local for specific details

Benefits

1. BC Employment Standards Act

- Medical, extended health, dental, pension and group life insurance plans for the length of the leave in the ESA:
 - if the employer normally pays the full premium, the employer must continue to provide the benefit plan(s), including pension, at no cost to the employee;
 - if the employer normally pays a portion of the premium, and the employee elects to continue the benefit plan(s), including pension, then the employer must continue to pay its share and the employee her/his share.

2. Collective agreement

- A Supplemental Unemployment Benefit (SUB) or Supplemental Employment Benefit (SUB) plan may be available which will top up your employment insurance parental leave benefit.
- Participation in the group health benefits beyond the ESA period of leave may be available.

3. BCTF Salary Indemnity Plan (SIP)

- If you run out of sick leave, you may apply for SIP benefits.
- Benefits may be paid if you are unable to work following the birth or termination of the pregnancy.

4. Employment Insurance (EI)

- Qualification for EI benefits:
 - at least 600 hours of insurable earnings in the 52 weeks prior to the start of the leave of absence (or in the period since the last EI claim);
 - one (1) week waiting period from the beginning of the leave may be covered by the SUB plan.
- Duration of benefits:
 - up to 35 weeks of standard benefits starting with the arrival of the child (birth or adoption) in the home, and ending 52 weeks after the birth or placement of the child;
 - up to 61 weeks of extended benefits ending at 78 weeks after birth or placement of child, at a reduced (pro-rated) benefit rate.
 - benefits are payable during July and August.
 - parents may share the leave, both must meet eligibility requirements;
 - parents on parental leave are able to work while on claim. Parents and other EI claimants may keep 50 cents for every dollar of benefits, up to 90% of the previous week's earnings.

5. Pension (TPP)

- For periods of leave when not on paid sick leave or SIP, you may purchase the pension service.
 - contact the Teacher Pension Plan (604-660-4088, lower mainland, or 1-800-665-6770), the BCTF (604-871-2283 or 1-800-663-9163), your local union office, your employer, or go online to tpp.pensionsbc.ca for an application form;

- if you pay your contribution for the unpaid leave period (EI benefits are not pay for pension purposes), the employer will pay its contribution;
- you may buy this time during the leave (monthly) or within five years of the termination date of the leave. Hint: the sooner you buy the leave, the cheaper the cost;
- the maximum period that may be purchased for one parental leave is 35 weeks (12 weeks for parental leaves taken between March 22, 1991 and January 1, 2001)
- cost is the employee contribution rate only, x FTE monthly salary x the number of months to be purchased and is **always cost effective**.

Family responsibility leave

Rights

1. BC Employment Standards Act

- Amount of unpaid leave: 5 days per year related to:
 - the care, health or education of a child in the employee's care;
 - the care or health of any member of the employee's immediate family

Benefits

1. BC Employment Standards Act

- Medical, extended health, dental, pension and group life insurance plans for the length of the leave in the ESA:
 - if employer normally pays the full premium, the employer must continue to provide the benefit plan(s), including pension, at no cost to the employee;
 - if employer normally pays a portion of the premium, and the employee **elects** to continue the benefit plan(s), including pension, then the employer will continue to pay its share and the employee her/his share.

Compassionate care

Rights

1. BC Employment Standards Act

- Amount of unpaid leave: up to 27 weeks to provide care or support to a family member (spouse, child, parent, guardian, sibling, grandchild or grandparent, and any person who lives with the employee as a member of the employee's family), if a medical practitioner issues a medical certificate stating significant risk of death within 26 weeks.
- The leave must be taken in units of one or more weeks.

2. Collective agreement

- Rights to compassionate leave; paid or unpaid will vary pursuant to local collective agreement language
- Employer may grant a compassionate leave beyond amount specified in collective agreement
- Contact the local for specific details.

3. Employment Insurance Act

- Amount of leave: up to 26 weeks to provide care for a family member who has a serious medical condition with a significant risk of death within 26 weeks (6 months).

Benefits

1. BC Employment Standards Act

- Medical, extended health, dental, pension and group life insurance plans for the length of the leave in the ESA:
 - if employer normally pays the full premium, the employer must continue to provide the benefit plan(s), including pension, at no cost to the employee;
 - if employer normally pays a portion of the premium, and the employee **elects** to continue the benefit plan(s), including pension, then the employer will continue to pay its share and the employee her/his share.

2. Employment Insurance (EI)

- Qualification for EI benefits
 - a decrease in more than 40% of regular weekly earnings
 - 600 hours of insurable employment in the last 52 weeks or since the start of your last EI claim (the qualifying period).
 - must apply for benefits
 - a medical certificate must be provided as proof that the ill family member has a serious medical condition with a significant risk of death within 26 weeks (six months), and requires the care or support of one or more family members
 - can be shared with other family members who meet the eligibility criteria.
- Care or support means:
 - providing psychological or emotional support; or
 - arranging for care by a third party care provider; or
 - directly providing or participating in the care.
- Benefits paid to care or support one of the following: your family member or the family member of your spouse or common-law partner, or someone who considers you a family member, such as a close friend or neighbour.
- Duration of benefits
 - up to a maximum of 26 weeks of benefits within the period of the 26 weeks that start from the Sunday of the week stated on the doctor certificate indicating a serious medical condition with a significant risk of death.

General notes

Rights

1. BC Employment Standards Act

- maximum combined maternity and parental leave entitlement is 78 weeks
- none of these leaves is cause for employment termination;
- none of these leaves is cause for change in employment conditions without the consent of the employee;
- on return to work, the employee is entitled to return to the same or a comparable position;
- the period of leave is considered continuous employment for the purposes of:
 - a. seniority;
 - b. termination pay;
 - c. wage increases.

2. Collective agreement

In all of the above leaves of absence, the collective agreement may be superior in **rights** or **benefits**. However, the *ESA* is the minimum and cannot be diminished by the collective agreement. Be sure to contact the local to determine the rights and benefits from the collective agreement.

Time for a minivan? Your pension and your children

Having a child is a life-changing event that brings new responsibilities. It's a good time to consider some work and pension–related issues, from buying service for time off to working part time and updating your pension beneficiary information.

Top up your pension

When you take time off work to look after your child, you won't be receiving your regular salary or contributing to your pension. This will affect your current income and your pension when you retire. Remember, your pension is calculated based on your years of pensionable service and the average of your five highest years of salary. The more pensionable service you have, the greater your pension.

Although you normally accumulate pensionable service

The actual time you work while contributing to the plan or are deemed to have contributed. This may include service you've purchased or transferred from another plan.

by working and contributing to BC's Teachers' Pension Plan, you can also buy service for an approved pregnancy, parental or adoption leave.

When you apply to buy service, the cost is calculated using the length of your leave, current employee and employer contribution rates, and your current full-time-equivalent salary. You'll be responsible for paying your employee share, and your employer will pay its share. Sign in to My Account and use the personalized purchase cost estimator to see how much buying your service might cost.

You must meet plan rules, criteria and timelines. For example, you must apply to buy service for a leave within five years of the end of that leave or within 30 days of ending your job with all plan employers, whichever comes first.

Returning to work part time?

If you return to work part time after a leave, you'll start contributing to the plan again. Your pension contributions and pensionable service will be adjusted to reflect your part-time salary.

Not coming back to work?

If you decide not to return to work after a leave and want to buy service, you must apply within 30 days of ending your job with all plan employers.

Protecting your beneficiaries

Your pension may provide some financial security for your family when you die. If you have a spouse, they are automatically your beneficiary

The person(s), trustee(s) or organization(s) that are designated to receive your pension after you die. If you have a spouse, they automatically become your primary beneficiary (unless they waived that right).

and will receive your pension benefit. If you have a child, you may want to name them as an alternate beneficiary in case your spouse dies or to provide for your child on your death.

If you have a spouse and wish to name your child as a primary beneficiary, your spouse will have to waive their beneficiary right to your pension. If your child is under age 19, you can name a trustee to manage and distribute your pension benefit on their behalf.

You may wish to speak with a legal professional about your will, your pension options and protecting your family.



Planning for your new future

Having a child is one of life's most significant and exciting events. As with other major changes in your life, it's wise to take a few moments to review your financial situation; you may wish to consult an independent financial adviser about your options.

SECTION 3

PREGNANCY/PARENTAL LEAVE REQUEST

This form must be completed and submitted to Delta School District Human Resources Department at least 4 weeks prior to the start of a requested Pregnancy or Parental Leave.

Teacher's Name: _____

School: _____

Current Assignment: _____

Signature: _____

I have read the Delta School District Pregnancy/Parental Leave Information Sheet and am now requesting:

- Pregnancy Leave (Birth Mother – maximum 17 weeks)
- Parental Leave (Birth Mother who is taking Pregnancy Leave – maximum 61 weeks)
- Parental Leave (Birth Father/Adoptive Parent/Birth Mother not taking pregnancy leave – maximum 62 weeks)

I want my leave to start on: _____
Day Month Year

I want my leave to end:

- After 17 weeks (birth mother requesting Pregnancy Leave only)
- After 52 weeks (birth mother requesting Pregnancy AND 35 weeks of Parental Leave)
- After 61 weeks (birth mother requesting Parental Leave only)
- After 78 weeks (birth mother requesting Pregnancy AND Parental Leave)
- After 62 weeks (birth father/adoptive parent/birth mother not requesting pregnancy leave)

Or on: _____
Day Month Year

PLEASE NOTE: Request for a return later or earlier than originally confirmed will be approved only if it coincides with the start of a new school year, the end of Winter or Spring Break or the start of semester 2 at a semestred secondary school. The Board may make exceptions where it considers appropriate and in the best interest of students. See the Pregnancy/Parental Leave Information sheet for more details.

When making a leave request, please attach a copy of:

- Physician's note confirming due date of baby (for birth mothers) OR
- Birth certificate of child (for parental leave only) OR
- Confirmation of adoption (for adoptive parents)

If you have any questions about your leave, please contact:

Shannon Hunt

District Administrator – Human Resources – Teaching Staff

shunt@deltasd.bc.ca

Phone: 604 952 5386

Fax: 604 952 5378

Pregnancy/Parental Leave Information

Collective Agreement Article G.26; Employment Standards Act Part 6
(Note: Maternity Leave in the CA refers to Pregnancy Leave in the ESA)

LEAVE ENTITLEMENT

Birth Mother may request **up to:**

- 17 weeks Pregnancy Leave to begin no earlier than 13 weeks prior to the due date and no later than the actual birth date; and/or
- 61 weeks Parental Leave (immediately following or in lieu of Pregnancy Leave).
- These may both be requested at the start of the leave or separately.

Birth Father (or birth mother not requesting Pregnancy Leave) may request **up to:**

- 62 weeks Parental Leave to begin after but within 78 weeks of the child's birth.

Adoptive Parent may request **up to:**

- 62 weeks Parental Leave to begin within 78 weeks of child being placed with the parent.

Pregnancy and Parental Leaves are without pay.

Supplemental Unemployment Benefits on Maternity (Pregnancy) Leave are available for a birth mother who establishes EI eligibility:

- 95% of current salary for the first two weeks of Maternity (Pregnancy) Leave; and
- Difference between 50% of current salary and amount of EI benefits received for a further 15 weeks.

DISTRICT PROCESS

- At least 4 weeks (or as soon as practicable for adoptive parents) before requested leave commences, teacher submits Request for Pregnancy/Parental Leave form with: physician's note advising of due date **or** birth certificate **or** adoption papers (depending on type of leave requested).
- Human Resources sends a confirmation letter outlining the leave terms and approving the requested dates. (Please contact HR within two weeks if dates on the letter are other than what you requested.)
- Payroll prepares and submits a Record of Employment to Service Canada approximately two weeks prior to the anticipated leave.
- HR notifies the teacher of the option to continue benefits.
- To establish eligibility for supplemental benefits, birth mothers eligible for EI submit a copy of official EI statement to payroll. Statement must show gross amount of EI benefits. Supplemental payments are made by direct deposit in two installments on the last day of the two consecutive months following submission of EI documentation.
- Contact HR by email or in writing at least 6 weeks prior to the approved return date to confirm your return to the District or to request a later return date.
- Contact HR by email or in writing at least 6 weeks prior to a requested early return date.
- A return later than originally confirmed will be approved if it complies with G.26 and the date coincides with the start of a new school year, end of Winter or Spring Break or start of semester 2 at a semestered secondary school. Exceptions may be made where appropriate and in the best interest of students.
- A return earlier than originally confirmed will be approved only if it coincides with the start of a new school year, end of Winter or Spring Break or start of semester 2 at a semestered secondary school. Exceptions may be made where appropriate and in the best interest of students.
- Teachers requesting earlier or later return are advised not to make childcare or other significant decisions related to a return to work until they have confirmation from the district of its agreement to their return date.

OCTOBER 25, 2017

Position : TEACHER
 ELEMENTARY TEACHER
Location : DG DEVON GARDENS ELEMENTARY
Effective: MAR. 06, 2018 to APR. 02, 2018

Leave - Parental
FTE %: 100.0000

Position : TEACHER
 ELEMENTARY TEACHER
Location : DG DEVON GARDENS ELEMENTARY
Effective: NOV. 07, 2017 to MAR. 05, 2018

Leave - Maternity
FTE %: 100.0000

In accordance with Article G.26 of the current teacher's contract, you are granted Maternity Leave without pay (17 weeks) and Parental Leave without pay (35 weeks) effective as above. If not already submitted, please forward medical documentation in support of your request.

Please note that six weeks prior to your return, you are responsible for confirming in writing or by email to Human Resources that you are returning on the stated date. Any early or later return will only be approved for a natural break in the school year such as after Winter or Spring Break.

Please note that your leaves are without pay. While you are on leave, you will not make contributions to the Teacher Pension Plan. You can increase the value of your pension by purchasing the pensionable service you were not credited for. For more information, including application deadlines, please check the Purchasing Leaves of Absence fact sheet, available on the Teacher Pension Plan's website at <http://www.pensionsbc.ca>

Collective agreement article G.26.1.a.i) states:

When a pregnant employee takes the maternity leave to which she is entitled pursuant to the Employment Standards Act, the Board shall pay the teacher 95% of her current salary for the first two (2) weeks of leave--if the teacher is eligible to receive E.I. benefits, the difference between 50% of her current salary and amount of the E.I. Maternity benefits received by the teacher for a further fifteen (15) weeks.

To receive the supplement it is your responsibility to submit to payroll a copy of your first weekly E.I. benefit statement.

For additional information, contact the Human Resources Department.

Sincerely,

Shannon Hunt,
District Administrator, Human Resources
SH:mg

COPY:++ PRINCIPAL ++ DELTA TEACHERS'ASSOCIATION ++ PAYROLL ++ FILE ++

SECTION 4

PERSONNEL PRACTICES FOR JOB SHARING

The sharing of a teaching position is subject to the approval of a school principal, who, in the course of staffing her/his school must determine whether such a shared assignment will serve the best educational interests of the pupils and the school. Teachers interested in applying must consider the issues concerned and follow the procedures outlined.

A. Procedure

1. Procedures for initiating job sharing:
 - a. In preparing a proposal, prospective job share partners refer to outline of issues (Part B).
 - b. Prospective teaching partners present a written proposal to a principal. The proposal should include:
 - Statement of educational advantages;
 - Programme format;
 - Designated areas of responsibility;
 - Evaluation criteria to determine success of programme (see Procedure No. 3);
 - An understanding about TOC procedure (see issue No. 7).
2. Procedures for approving job sharing (March-April):
 - a. Prospective teaching partners and principal discuss the proposal;
 - b. Principal may recommend proposal to Assistant Superintendent for approval;
 - c. A request for a shared assignment shall not be unreasonably denied.
3. Procedures for renewal of job share (April):
 - a. Teacher-partners re-apply annually to principal for approval of continuation of programme;
 - b. Evaluation for determining renewal shall include:
 - Advantages and disadvantages to pupils;
 - Advantages and disadvantages to teachers;
 - Advantages and disadvantages to district;
 - Estimated probability of success;
 - Other.

B. Issues

1. **Pupil needs.** Must be the prime concern.
2. **Programme must be educationally sound.** How will quality education and programme continuity be addressed?

3. **Scheduling.** Split year, split day, split week, alternate cycles?
 - Effect on pupils?
 - Advantages and disadvantages of each?
 - Co-ordination of part-time schedules with school schedules?

4. **Compatibility:**
 - Philosophy
 - Instructional style
 - Flexibility
 - Commitment to working in a shared assignment. Full-time responsibility, part-time assignment.

5. **Sharing of Responsibilities:**
 - Pupil evaluation, assessment and reporting
 - Parent-teacher conferences
 - Extra-curricular activities
 - Special events, field trips
 - Planning for instruction
 - Committee responsibilities
 - Staff Meetings
 - Non-instructional days
 - Discipline
 - Housekeeping
 - Record keeping
 - Professional Development

6. **Communication:**
 - Between partners (how/when, keeping partner informed on relevant school events/issues)
 - With staff and principal (on all school issues)
 - With parents (ongoing, parent-teacher interviews, special meetings)

7. **TOC Procedures:**
 - For a short-teen (day-to-day) or long-term illness (except those listed below), a TOC will be called on the same basis as per procedures in place at that time for regular full-time teachers.
 - Should one teaching partner resign, take maternity leave or long-term medical leave, the other partner will except in extenuating circumstances, assume the full teaching responsibility for the class.

8. **Reverting to Full-time:**
 - All terms and conditions of the current collective agreement apply (B11).

9. **Annual review of shared programme.**

C.30: PART-TIME EMPLOYEES' EMPLOYMENT RIGHTS

1. Part-time employees are employees employed on the equivalent of less than an annual full-time basis. They shall be paid salary and earn sick leave pro-rated in proportion to the time employed (FTE) by the Board.
2. Fractions of less than .4 FTE will be granted to employees only where annual school program organization and effective staff deployment permit.
3. An employee with a full-time appointment may, without prejudice to that appointment, request a part-time assignment for a year or less. A request for a part-time assignment shall not be unreasonably denied. The change shall be granted through a leave-of-absence without pay.
4. At the end of the leave-of-absence, the teacher shall revert to a full-time continuing appointment unless the part-time assignment is renewed.
5. Two (2) employees may apply for a job-sharing assignment in respect of a specific full-time position. The request shall not be unreasonably denied. In the absence of one (1) of the job-sharing partners, the remaining partner shall, except in extenuating circumstances, assume full-time teaching duties and shall be paid on scale.
6. Employees hired to the district on a part-time contract basis shall, after one (1) year aggregate service, be considered an employee who has moved from full-time employment to a part-time position.
7. An employee who moves from full-time employment to a part-time assignment shall be considered to be on leave so that they may purchase pensionable service to provide for a full year's pension credit.

Job Share Information

1. a) Job shares that were formed for the 2001-2002 school year or for a school year prior to that and have been continuously renewed since 2002 shall be treated as a job share partnership formed by two teachers on the same staff who both hold the designation of incumbent. (see #6 below).
- b) Job shares first established for the 2002-2003 school year or for a later school year will be subject to the revised interpretation of the collective agreement provisions as outlined here. These same provisions will apply if these job shares are renewed.
2. Job share partnerships will typically contain an incumbent partner and a joining partner. The incumbent partner is that partner who obtained their current position through the provision of Article C.27.1, E.25 or E.27 the collective agreement. The joining partner is that partner who applies to join an incumbent partner through the provision of Article C.30.5.
3. Unless the job share is renewed, the position shall revert to that of the incumbent partner at the end of the school year.
4. If the incumbent vacates the position, the entire position shall be declared vacant and filled through the regular internal staffing and posting and filling processes.
5. The joining partner has the right to participate in the internal staffing process as outlined in Article E. 25 of the collective agreement provided a position exists. This participation cannot cause any other member of the staff to be declared surplus.
6. A job share partnership may be formed by two teachers on the same staff who both hold the designation of incumbent. Unless the job share is renewed at the end of the school year the position will revert to that of the incumbent with the greatest seniority. If the incumbent with the greatest seniority vacates the position the junior incumbent has the right to assume that entire position. In addition, the junior incumbent has the same right to participate in the internal staffing process as outlined for a joining partner (see #5 above).
7. The job share application form will be revised in order that the partners are clearly identified as the incumbent partner or the joining partner.
8. The Board will increase its diligence in requiring job share partners to honour the commitment that they make to cover for an absent partner as per Article C.30.5 of the collective agreement.
9. A Job Share partner who TOC's for their partner shall be paid on scale. Please ensure that a TTOC time sheet is completed, to inform payroll that this is an on-scale day.

Job Share

Advantages to the Students:

- Energy and enthusiasm level of teachers is much higher.
- Wealth of ideas provides an enriched classroom.
- Teachers have their own individual areas of strength (children benefit from both).
- Children are exposed to two points of view.
- Similar philosophies concerning discipline and standards of classroom behaviour.
- Complementary teaching styles and management systems.
- A "fresh face" stimulates pupils.
- Enhanced student assessment - able to compare with another professional.

Advantages to the School:

- Two sources for ideas and opinions with regard to staff and school matters.
- Two professional opinions on a child's progress are available to parents and staff.
- Combined teaching experience of two professionals.
- Make it possible to incorporate a broader range of expertise within a single position (Art/PE/Music).

Advantages to the School Board:

- Increase in productivity.
- One partner is less than .5?
- Less stress should result in less absenteeism.
- More positive teacher outlook results in greater enthusiasm.
- Reduced tendency toward burnout.

Advantages to Teacher:

- A new challenge.
- A happier and more positive outlook towards the job.
- An opportunity for professional and personal growth.
- Less personal stress when more time to spend with family.
- Medical and dental appointments scheduled for days off.
- Keeping up-to-date with current trends in teaching.
- Collegial support.

Hints for Successful Job Shares

Choose your partner carefully. You will be working with this person for the next year. Compatibility is important.

Plan how you are going to divide the job. Most job share partners find it easier to split the curriculum rather than to plan for each other.

Recognize that you have a full-time responsibility to the job and the class even though you are only in that class part-time. Plan how report cards, parent/teacher interviews, Christmas concerts, etc. will be handled. It's important that parents and students see you as a team.

Be flexible. You are giving over control of your class to someone else on the days you are not there. Things won't always be done exactly as you would have done them if you were there.

Communicate. It's your job to keep yourself apprised of happenings in the school on the days when you're not there. Many job share partners use a communication book that stays on the desk or set aside a specific time each week to phone each other. It isn't the job of the principal to update the absent partner on school happenings. Also, be sure your partner is aware of any arrangements you have made with people such as the Librarian and Learning Assistant.

Be sensitive to your full-time colleagues. Many of them would love to have your working arrangements and are resentful when you wish them a good weekend on Tuesday afternoon.

NOTES