



Delta Teachers' Association A Union of Professionals

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www.deltateachers.org

LEU-USW 2009

Maternity, Parental & Adoption Leave Workshop



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A Message from The President

The Delta Teachers' Association welcomes members and their partners to our semi - annual Maternity, Parental & Adoption 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, Parental & Adoption Leaves, as well as any other issue of importance.



Susan Yao,
President,
Delta Teachers' Association

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Maternity Leave Checklist

- Confirm pregnancy.
- Apply in writing for maternity/parental/parenthood leave and include doctor's note with estimated due date.
- If you have complications with your pregnancy, call the DTA about medical leave, not early maternity leave.
- The Employer will continue to pay your benefits. You will be responsible for your portion of Life Insurance. (See your most recent pay statement for your cost. Note that life insurance premiums are subject to change).
- Professional Conduct Unit (formerly Teacher Regulation branch) fees – if you **are not being paid by the district** in April, you will need to pay your annual practice fee.
<https://www2.gov.bc.ca/gov/content/education-training/k-12/teach/maintain/annual-practice-fee>
- Apply for EI (maternity) benefits.
- Apply to Payroll for SEB benefits (The District will pay 100% of your current salary less the amount received from E.I. for the first 16 weeks of your leave).
- You must submit a copy of first EI pay statement which shows your gross weekly benefit amount to the payroll department **to receive 100% of your current salary less the amount received from E.I. for 16 weeks.**
- Decide which parent will take which portion of parental leave and apply for this if you haven't already. Top up does not apply to parental leave.
- If baby is born prior to scheduled maternity leave date, please notify Shannon Hunt.
- Once your child is born – access and complete benefits change form on Teacher Info on Teams and then enrol them in benefits plans, alter life insurance, wills. etc. * Complications with baby? Ask the DTA about caregiver leave, before maternity leave.
- 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 (optional to purchase during or at end of leave).
- If you receive a lay-off notice or your term position ends while you are on a maternity/parental leave you **must** participate in all three posting rounds to secure a position. Contact the DTA for details.
- Contemplating a job share? Contact the DTA for details.

Section 1

Contract Language



Contract Language

G.12: MATERNITY/PREGNANCY LEAVE SUPPLEMENTAL EMPLOYMENT BENEFITS

1. When an employee takes maternity leave pursuant to Part 6 of the *Employment Standards Act*, the employer shall pay the employee:
 - a. One hundred percent (100%) of their current salary for the first week of the leave; and
 - b. When the employee is in receipt of Employment Insurance (EI) maternity benefits, the difference between the amount of EI maternity benefits received by the teacher and one hundred percent (100%) of their current salary, for a further fifteen (15) weeks.

G.26: MATERNITY LEAVE AND S.E.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 (Please note G:12 Language Applies)
 - ~~i) When a pregnant employee takes the maternity leave to which they are entitled pursuant to the Employment Standards Act, the Board shall pay the teacher 95% of their 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 their 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. ** (See Employment Standards Act 50. (2) and (3))
 - ii) If at the end of the agreed upon period of leave, the employee provides a medical certificate indicating they are unable to return to duty because of ill health, they shall qualify for their 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 G.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 their 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 G.26.3 a) v);
 - e. the employee shall notify their principal at least one (1) month prior to the intended date of return to work.

ARTICLE G.10: TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES

Teachers granted the following leaves in accordance with the Collective Agreement:

- a. Pregnancy Leave (Employment Standards Act [ESA])
- b. Parental Leave (Employment Standards Act [ESA])
- c. Extended Parental / Parenthood Leave (beyond entitlement under Employment Standards Act [ESA])
- d. Adoption Leave (beyond entitlement under Employment Standards Act [ESA])
- e. Compassionate Care Leave

will be able to return to their former teaching position in the school that they were assigned to for a maximum of one (1) year (twelve months) from the time the leave of absence commenced. The teacher's position will be posted as a temporary vacancy. Upon return from leave, the employee will be assigned to the same position or, if the position is no longer available, a similar position.

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

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 D.T.A. President;
 - c. service with the B.C.T.F. or C.T.F.;
 - d. service with the Department of National Defense;
 - e. exchange teaching;
 - f. secondment;
 - g. parenthood leave;
 - h. approved educational leave;
 - i. service as an M.L.A. or M.P.;
 - 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.

B.29: EXPERIENCE RECOGNITION

6. Absence while on approved leave shall carry full experience credit to the extent that credit will not be credited beyond the school year in which such leave commences.

Section 2

BCTF

Province of BC Employment Standards Act Pregnancy Leave – Act Part 6, Section 50

Summary

This section explains a pregnant employee's entitlement to unpaid leave and the length of the leave. Maternity leave entitlements increased on May 17, 2018. This section also explains how the increased entitlements affect birth mothers who had requested the former pregnancy leave or were on pregnancy leave as of May 17, 2018.

Text of Legislation

50. (1) A pregnant employee who requests leave under this subsection is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins

- (a) no earlier than 13 weeks before the expected birth date, and
- (b) no later than the actual birth date

and ends no later than 17 weeks after the leave begins.

(1.1) An employee who requests leave under this subsection after giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than 17 weeks after that date.

(2) An employee who requests leave under this subsection after the termination of the employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.

(3) An employee who requests leave under this subsection 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, the employee is unable to return to work when the employee leave ends under subsection (1), (1.1) or (2).

(4) A request for leave must

- (a) be given in writing to the employer,
- (b) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and
- (c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).

(5) If an employee on leave under subsection (1) or (1.1) proposes to return to work earlier than 6 weeks after giving birth to the child, the employer may require the employee to give the employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

Policy Interpretation

This leave is granted to pregnant employees. Maternity leave is available to all pregnant employees, regardless of the length of their employment. The leave is without pay.

If the employee gives birth after the expected due date, the length of the leave is not extended.

In addition to the leave granted under s.50(1), (1.1), or (2), an employee can apply for an additional six weeks' leave under s.50(3), where appropriate.

The employee may request, and the employer may grant, a longer period of leave under this Part. A leave granted in excess of the required minimum does not relieve the employer of its obligations under s.54 of the Act.

Section 51 provides parents with additional statutory rights to Parental Leave.

Subsection (1)

An employee is entitled to up to 17 weeks of leave without pay, which may begin at any time up to 13 weeks prior to the **expected date** of delivery.

Subsection (1.1)

An employee who requests leave after the birth of her child is entitled to up to 17 weeks of leave without pay. The leave cannot begin before the date of the birth and ends 17 weeks after the date of birth.

Subsection (2)

An employee who requests leave after the termination of a pregnancy is entitled to six consecutive weeks of leave without pay. Also see s.50(3).

Subsection (3)

An employee who is unable to return to work after the end of a leave taken for reasons related to the birth of a child or the termination of a pregnancy is entitled to a further six consecutive weeks of leave.

Subsection (4)

Although the Act says that a request for leave must be in writing, the courts and the Employment Standards Tribunal have clearly stated that failure to do so does not take away the employee's right to leave under this Part. The Act is benefits-conferring legislation. One of the purposes of the Act set out in s. 2(f) is "to contribute in assisting employees to meet work and family obligations."

These decisions have clearly stated that it would be unjust to deny such a fundamental and important benefit such as maternity leave to an employee because of their failure to fulfill the technical and formal requirement to put their request in writing.

Employees are encouraged to provide notice in writing to their employers in the interests of encouraging open communication between employers and employees and promoting fair treatment of all parties. Employers may ask for a 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 under subsection (3).

The period of leave is determined by the employee, not the employer. If an employee meets the requirements set out in the Act, the employer must grant the leave on the dates requested.

The proposed leave cannot begin earlier than 13 weeks before the expected date of birth. An employee can elect to begin their leave on any date from this date up to the actual date of birth.

Subsection 5

Employers may ask for a medical practitioner's or nurse practitioner's certificate if an employee on leave proposes to return to work earlier than six weeks after giving birth.

Changing maternity leave

Once an employee has begun maternity leave, they may wish to change the length of their leave.

- If the employee wishes to return to work within 6 weeks after the birth has occurred, under s.50(5), the employer may request that the employee provide a medical practitioner's or nurse practitioner's certificate stating the employee is able to return to work.
- The employee may extend the leave for reasons related to the birth or the termination of their pregnancy. They may request up to 6 weeks of additional leave under s.50(3). They can submit one or more requests, but the total of the additional time requested cannot be more than 6 weeks. Unless requested by the employer, the employee does not have to provide a medical certificate.
- The employee does not have to be physically unfit to request an extension; they merely have to be unable to return to work "for reasons related to the birth or the termination of the pregnancy." The words "relating to the birth" cover all aspects of giving birth or caring for a new baby, including physical, psychological, and emotional difficulties encountered by the baby or the pregnant employee. The words "related to the termination of the pregnancy" cover all aspects of medical issues, including physical, emotional or psychological loss or complications.

If the employee wants to return earlier, the employer and employee are encouraged to reach an agreement. This agreement should meet the employee's needs and also allow the employer to accommodate business needs and to treat the employee's temporary replacement fairly.

Similarly, if an employee originally requested a shorter maternity leave and decides after the baby arrives that they would like to take up to the 17 weeks permitted by the Act, the parties are encouraged to reach a mutual agreement. Section 54 of the Act requires an employer to "give an employee who requests leave ... the leave to which the employee is entitled."

Terms and conditions of employment protected

Section 54 provides that an employer cannot terminate an employee or change a condition of employment without the employee's written consent as a result of a leave under this Part. See also s. 56 for an explanation of the effects of leave under this Part on employment and benefit payments. If the employer's business operations have been suspended or discontinued at the time the employee's leave ends, the employer must comply with s.54(2) when operations resume.

In the event of a contravention under this Part of the Act, the director may order a remedy in a determination under s.79(2). The determination will include an escalating monetary penalty, subject to s.98.

Employees covered by a collective agreement

Where there is a collective agreement, disputes respecting the application, interpretation or operation of Part 6 must be resolved through the grievance procedure, not through the enforcement provisions of the Act.

Taken from: <https://www2.gov.bc.ca/gov/content/employment-business/employment-standards-advice/employment-standards/forms-resources/iqm/esa-part-6-section-50>

El Caregiving Benefits - What These Benefits Offer

El caregiving benefits provide financial assistance while you're away from work to care for or support a critically ill or injured person or someone needing end-of-life care. You could receive 55% of your earnings, up to a maximum of \$650 a week.

As a caregiver, you don't have to be related to or live with the person you care for or support, but they must consider you to be like a family member.

The 3 types of caregiving benefits

Benefit name	Maximum weeks payable	Who you're providing care to
Family caregiver benefit for children	up to 35 weeks	A critically ill or injured person under 18
Family caregiver benefit for adults	up to 15 weeks	A critically ill or injured person 18 or over
Compassionate care benefits	up to 26 weeks	A person of any age who requires end-of-life care

You can receive benefits during the 52 weeks following the date the person is certified by a medical doctor or nurse practitioner to be critically ill or injured or in need of end-of-life care. You can take the weeks of benefits within this timeframe either all at once or in separate periods.

The weeks of benefits can be shared by eligible caregivers, either at the same time or one after another.

Definitions

Caregiver

A caregiver is a family member or someone who is considered to be like family providing care or support to the person who is critically ill or injured or needing end-of-life care.

Care or support

Care is defined as participating in the care of a critically ill or injured person or someone needing end-of-life care.

Support is defined as providing psychological or emotional support to a critically ill or injured person or someone needing end-of-life care.

Critically ill or injured person

A critically ill or injured person is someone whose baseline state of health has changed significantly because of illness or injury. As a result, their life is at risk and they need the care or support of at least 1 caregiver. Their condition must be certified by a medical doctor or nurse practitioner.

If the person is already living with a chronic medical condition, caregivers aren't eligible for benefits unless the person's health changes significantly because of a new and acute life-threatening event.

End-of-life care

End-of-life care is defined as providing care or support to a person who has a serious medical condition with a significant risk of death within 26 weeks (6 months).

The person also requires the care or support of at least 1 caregiver. Their condition must be certified by a medical doctor or nurse practitioner.

Family member

A family member includes immediate family as well as other relatives and individuals considered to be like family, whether or not related by marriage, common-law partnership, or any legal parent-child relationship.

Taken from: <https://www.canada.ca/en/services/benefits/ei/caregiving.html>



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.

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 by working and contributing to BC's Teachers' Pension Plan, you can also buy service for an approved pregnancy, parental or adoption leave under the *Employment Standards Act (ESA)*.

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.

You must meet plan rules, criteria and timelines to buy service. The *Income Tax Act* has its own rules as well.

If you wish to continue making pension contributions while on an ESA leave, you must apply within 30 days of starting your leave by completing a form and submitting it to your employer.

If you are making a lump-sum payment, 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. Sign in to My Account and use the personalized purchase cost estimator to see how much buying your service might cost.

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 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 give up their right as beneficiary of your pension. If your child is under age 19, you can name a trustee to manage and distribute your pension benefit on your 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.

Taken from: <https://tpp.pensionsbc.ca/time-for-a-minivan-your-pension-and-your-children>

Section 3

Delta School District

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 if prior to the due 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. The birth mother will:

- Be paid 100% of current salary for 16 weeks of the Maternity (Pregnancy) leave less the amount received from Employment Insurance; and
- Submit a copy of your EI Benefits Statement to payroll@deltaschools.ca for top up payment.

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.)
- At the commencement of maternity leave **OR** birth of the baby, whichever is earlier, Payroll prepares and submits a Record of Employment to Service Canada.
- If baby is born prior to scheduled maternity leave date, please notify Shannon Hunt.
- Benefits will continue while on pregnancy/parental leave and you are responsible for your portion of life insurance, which will be withdrawn from your bank account.
- Contact humanresources@deltaschools.ca to add baby to benefits plan.
- To establish eligibility for supplemental benefits, **birth mothers must submit a copy of official E.I. statement to payroll.** Statement must show gross amount of EI benefits. Following submission of E.I. documentation, supplemental payments will be made by direct deposit on the last day of each month for the applicable weeks being supplemented. **FAILURE TO SUBMIT A COPY OF OFFICIAL E.I. STATEMENT TO PAYROLL WILL RESULT IN NO SUPPLEMENTAL BENEFITS BEING PAID.**
- 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.
- Teachers not in receipt of supplemental benefits in April are responsible to submit their Annual Practice Fee directly to the Teacher’s Regulation Branch if on Maternity and/or Parental leave.

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 semestered 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 Principal – Human Resources – Teaching Staff

shunt@deltaschools.ca

Phone: 604 952 5386

Fax: 604 952 5378

May 2, 2023

In accordance with Article G.26 of the current teacher's contract, you are granted a Maternity(Pregnancy)Leave without pay (max.17 weeks) and Parental Leave without pay up to (max.61 weeks) effective as above.

Your approved return to work date is listed above. Please return any keys and laptops to the school office. You are responsible for contacting the Human Resources Department in writing or by email, at least 6 weeks prior to the approved return to work date:

- * To confirm your return to the District on the approved return to work date set out above; or
- ** To request a later return date.
- *** A request to return to work on a date earlier than the approved return to work date must be made in writing or by email at least six weeks prior to the requested earlier return date.

PLEASE NOTE:

* The Board will agree to a request for a return date earlier or later than approved above if it is in accordance with Article G.26 and if the return date coincides with the start of a new school year, the end of Winter or Spring Break or the start of a semester or quarter at a secondary school. The Board may make exceptions where it considers appropriate and in the best interest of students.

* Teachers requesting return earlier or later than originally approved 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.

Please note that the above referenced leaves are without pay. While you are on leave, you will not make contributions to your Teacher Pension Plan. You can increase the value of your pension by purchasing the pensionable service for which you were not credited. For more information including important application deadlines, please check the Pension information and the purchase cost estimator available on the Teacher Pension Plan's website at <https://tpp.pensionsbc.ca>

Shannon D. Hunt

9410365

Upon receipt of your EI Benefit Statement, the Board will pay 100% of your current salary less the amount received from E.I. for 16 weeks. Payroll will submit your Record of Employment to Service Canada at the commencement of your leave.

FAILURE TO SUBMIT A COPY OF OFFICIAL E.I. STATEMENT TO PAYROLL WILL RESULT IN NO SUPPLEMENTAL BENEFITS BEING PAID.

Benefits will continue while on Maternity and/or Parental leave. You will be responsible for your portion of life insurance, which will be withdrawn from your bank account.

Teachers not in receipt of supplemental benefits in April are responsible to submit their Annual Practice Fee directly to the Teacher's Regulation Branch if on Maternity and/or Parental leave. FAILURE TO DO SO WILL MEAN LOSS OF TEACHING CERTIFICATION!

Sincerely,



Shannon Hunt,
District Principal, Human Resources
SH:hraa
(mat)

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

Section 4

Job Share/ Part-Time

C.30: PART-TIME EMPLOYEES' EMPLOYMENT RIGHTS

1. Part-time employees are employees employed on the equivalent of less than an annual fulltime 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 within their school 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.



Delta Teachers' Association 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 of 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 TOCs 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 IF the covering partner is paid above Category 5, Step 8.

Job Share Information

Purpose of a Job Share

The primary purpose of a job share is to accommodate two teachers already employed by the District who wish to work part-time by sharing a single assignment.

Teaching Part-Time

Job shares are one option for those wishing to work part-time, but the District cannot guarantee that a teacher will necessarily find a suitable and qualified job share partner. Teachers posting into full-time assignments will be expected to teach their full-time assignment if no suitable partner is found. Teachers unable to work full-time should consider posting into part-time positions or joining a job share.

Teachers wishing to teach part-time are also encouraged to look into the pension implications. You may contact the Teacher Pension Plan for information.

Selection of a Job Share Partner

The District accommodates job shares but is not directly involved in the selection of partners. Generally, this occurs through word of mouth or through connections made on the Job Share Channel in Teacher Info Teams. The following may be considered for job share partnerships:

- Other teachers already holding a position in the District
- Teachers on the recall list whose seniority places them at a level where they would otherwise be able to post into a position.
- Job share joiners must be fully qualified for the position in which they will join.
- Not all job share partners can be the incumbent; consider being a job share joiner.
- Teachers Teaching on Call are not eligible to become job share partners.

Status of Job Share Partners

- In every job share, one partner is designated the job share “incumbent” and the other the job share “joiner.” The incumbent is generally the teacher who held the assignment prior to the establishment of the job share.
- When the job share ends (at the end of the school year unless it is renewed), the full position reverts to the incumbent.
- The job share joiner is considered for internal staffing only after all continuing teachers at the school have been assigned positions.
- If there is no position for the joiner, s/he has the option of posting into a new position through the posting process or joining another job share. If the joiner would prefer to work in the district as a TTOC, please contact Shannon Hunt for possible seniority implications.
- Job share partners who work less than .50 FTE do not qualify for prep time or benefits.

Approval Process

- The Application form is available in the Job Share folder in the Forms & Info tab in Teacher Info on Teams. As outlined on the form, the application is to be accompanied by a detailed written proposal.
- The Application must first be approved by the Principal and then submitted to Human Resources for final approval.
- Once approved, job share partners are committed to the job share which will continue to the end of the school year.
- As well as student needs and educational soundness, Principals and Human Resources will consider the following criteria when approving job shares:
 - Comprehensiveness of the plan presented by the applicants
 - Qualifications of the applicants for the position (Article C.25)
 - Suitability of the particular position for a job share
 - Plan for communication between partners

- Plan for communication with parents, support teachers and administration
- Compatibility of partners' philosophy and instructional style
- Educationally sound division of the teaching assignment and areas of responsibility
- Evidence of joint planning for instruction
- Consistency of classroom management
- Effectiveness of plans for evaluation and report card writing
- Connection of job share to school direction and goals
- Timeliness of the application
- Ability and willingness of each partner to fulfill their contractual obligation to assume teaching duties in the absence of the other (please note that **trading job share days is not permitted**)
- Total number of job shares in the school (20% is considered "reasonable")
- Consistency of student access to both teachers
- Educationally sound reason for a .2 job share and the appropriate placement of that day in the weekly schedule
- Plan for joint participation in Pro-D Days, Parent Meetings, School Committees and other activities central to the cohesion of the school

Multiple Job Shares

- Any challenges that might be experienced by students and parents in having two different teachers in one assignment is balanced by the positive experience of having two teachers collaborating closely with the added benefit that **in the event of an extended absence by one of those teachers, the second will take on the class full-time thus ensuring minimal disruption and a high level of continuity.**
- The Collective Agreement and application form signed by job share partners, their Principal and District Principal of Human Resources clearly state: *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.*
- Recognizing the educational advantage behind this commitment, the District will not approve multiple job-shares on a routine basis. Teachers who wish to enter into a second job share will be expected to articulate the educational basis for that arrangement and, specifically, how it out-weighs the advantage for continuity in the classroom in the event of the extended absence of one of the job-share partners.

TTOC Coverage by Job Share Partners

- If either Job Share partner is a TTOC for the other partner, the TTOC partner must submit the TTOC Job Share Timesheet to payroll if your salary scale is higher than Cat 5 – Step 7. You can find the form in the Job Share folder in Teacher Info on Teams.

April 30th Deadline to Notify Principal

- Teachers wishing to enter into a job share agreement must discuss with administration prior to April 30th and get approval in principle. This may be done during the Druthers process at the start of Spring Staffing. Job share agreements must be submitted within one week of the Round 3 closing date in June.
- There may be some flexibility on the June deadline. However, the further we move into the school year, the more reluctant the District will be to approve new job shares.

Limited Participation

The District will not approve job shares of less than .2 except for absolutely compelling educational reasons. The principle of continuity for students is not addressed with a more limited job share.

**If you have additional questions, please contact Shannon Hunt
District Principal – Human Resources (Teaching Staff)**

Advice for Writing Your Job Share Proposal

The sharing of a teaching position is subject to the approval of a school principal, who, in the course of staffing their school must determine whether such a shared assignment will serve the best educational interests of the pupils and the school. Teachers interested in applying should consider the issues outlines below.

1. **Pupil needs.** Must be the prime concern.
2. **Programme must be educationally sound.** How will quality education and programme continually be addressed?
3. **Scheduling.** 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/issue)
 - With staff and principal (on all school issues)
 - With parents (ongoing, parent-teacher interviews, special meetings)

7. TOC Procedures:

- For a short-term (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 (C.30).

9. Annual review of shared programme:

- Application to be completed annually.

10. 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 behavior.
- Complementary teaching styles and management systems.
- A "fresh face" stimulates pupils.
- Enhanced student assessment - able to compare with another professional.

11. 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).

12. 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.

13. 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

Anyone searching for a job share partner can go to **Teams** → **Teacher Info** → **Job Shares** (hidden channel).

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 LST.

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.



Shared Teaching Assignment Application Form 400-1

SHARED TEACHING ASSIGNMENT APPLICATION

To be submitted to Shannon Hunt - District Principal, Human Resources
Email shunt@deltaschools.ca (See Staffing Timeline for Deadline Date)

Names: _____
(Incumbent Partner)

(Joining Partner)

School: _____

Position applied for:

(must be an existing position) Grade: _____ School: _____

Starting Date: _____

Incumbent FTE: _____ Joining Partner FTE: _____

For ALL applications (including those continuing from the previous year), please attach a detailed written proposal providing information regarding the sharing of the following:

<ul style="list-style-type: none">• Educational advantage to school & students• Classroom management• Professional development for each partner	<ul style="list-style-type: none">• Assessment & reporting to parents• Staff meetings• Schedule of set days worked by each partner (trading days is not permitted)
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The Job Share partners agree, as per Article B11.5, that in the absence of one of the job sharing partners, the remaining partner shall, except in extenuating circumstances, assume full-time teaching duties.

Signatures: _____ (Teacher)
_____ (Teacher)
_____ (Principal)
_____ (Human Resources)

Please Note: Once approved, Job Share Partners are committed to the job share at the stated FTE for the full school year.

TTOC coverage by Job Share Partners:

If either job share partner is a TTOC for the other partner, the TTOC partner must submit the Job Share TTOC Timesheet to payroll **ONLY IF** their Pay Grade is higher than Cat 5 – Step 7.

NOTES

NOTES



Delta Teachers' Association

A Union of Professionals

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www.deltateachers.org

DTA – MAY 2023