

ARTICLE G.4 BEREAVEMENT LEAVE (was G.26)

- Five (5) days of paid leave shall be granted in each case of death of a member of the employee's immediate family. Immediate family means: spouse (including common-law and same-sex partners), child and step-child (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), grandchild or grandparent (including in-law) and any person who lives with an employee as a member of the employee's family.
- Two additional days of paid leave may be granted for travel purposes outside of the local community to attend the funeral.
- The Superintendent may grant up to one (1) day leave of absence without loss of salary in the event of the death of a relative not defined above or a friend of the teacher for the purpose of attending the funeral.

ARTICLE G.27 EMERGENCY LEAVE FOR FAMILY ILLNESS

- The Superintendent, in his/her discretion, shall grant up to three (3) days leave of absence without loss of salary to a teacher in the case of serious illness of a spouse, child, parent, brother or sister. This may also apply to specialist appointments that require a day's absence.

ARTICLE G.3 FAMILY RESPONSIBILITY LEAVE

Family Responsibility Leave is granted pursuant to the BC Employment Standards Act Part 6-52 which states:

An employee is entitled to up to 5 days unpaid leave during each employment year to meet responsibilities related to:

- a) the care, health or education of a child in the employee's care or
- b) the care or health of any other member of the employee's immediate family



ARTICLE G.20 SICK LEAVE

If you have a medical appointment during the regular work day, please complete a leave form as soon as you know the date of the appointment.

- Sick leave means the period of time a teacher is permitted to be absent from work with full pay by virtue of being sick or disabled, or under medical treatment, or because of an accident.
- The maximum number of days of sick leave that may be used in any school year shall not exceed one hundred twenty (120) days.
- A medical certificate may be required by the Superintendent as proof of sickness.

For more detailed information on the Leaves listed in this brochure and the other Leaves available, check out your Collective Agreement:

- G.1 PORTABILITY OF SICK LEAVE**
- G.25 EDUCATION LEAVE**
- G.29 PUBLIC OR CIVIC DUTY LEAVE**
- G.32 DEFERRED SALARY LEAVE**



COMPILED BY THE

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LEAVES

A QUICK OVERVIEW OF OUR CONTRACT

If you have any questions regarding leaves please call the CTA Office at 604-792-9233

or

Email: President chwkpres@shawcable.com

Vice President chwkv@shawcable.com

What to do when applying for a leave:

If you require a leave immediately due to an illness or emergency phone the TTOC desk @604-793-4888. Any necessary forms can be completed upon your return.

If you require a leave for non-emergency absence:

- Non-Emergency bookings** should be done as soon as you know about an expected absence, preferably at least 2 - 3 weeks in advance.

- Email the TTOC desk at toc_desk@sd33.bc.ca stating the date of your leave, reason for leave, contract article number, grade and subject area, and the school you work at.

- Complete a short term leave of absence form. When you receive a reference number, ask your principal to sign the form.

- If you are told that there is no TTOC available, you can ask your principal to put you on the wait list. Principals are the only ones who can do this. At this time you and your principal should come up with a back up plan for coverage in case a TTOC is not available. Once you are placed on the wait list a reference number will be issued.



ARTICLE G.2 COMPASSIONATE CARE LEAVE

- Upon request, the employer shall grant an employee Compassionate Care Leave under the BC Employment Standards Act for a period up to eight (8) weeks or any other period as provided by the Act. The leave shall be taken in units of one or more weeks.
- When the employee is eligible to receive employment insurance benefits, the employer shall pay the employee:
 - a) one hundred percent (100%) of the employee's current salary for the first two (2) weeks of the leave.
 - b) for an additional six (6) weeks, one hundred percent (100%) of the employee's current salary less any amount received as EI benefits.
- A medical certificate may be required to substantiate that the purpose of the leave is for providing care or support to a family member having a serious medical condition with a significant risk of death within 26 weeks.
- The employee's benefit plans coverage will continue for the duration of the leave.
- The employer shall pay the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part of or all of the leave.
- Seniority shall continue to accrue during the period of compassionate care leave.



G.24 COURT APPEARANCES

- The Superintendent shall grant leave of absence at no loss of salary to a teacher who is subpoenaed as a juror or witness in a court. Any fees in lieu of pay received by the teacher for such service are to be remitted to the Board.
- The Superintendent shall grant leave of absence at daily cost of a Teacher On Call to a teacher who is appearing in court as a plaintiff or defendant.

Know your contract...

ARTICLE G.21 MATERNITY LEAVE

(Contact the CTA Office for a Maternity Package)

1. Pregnancy Leave

Teachers shall be granted pregnancy leave in accordance with the Employment Standards Act. When a teacher takes pregnancy leave, the Board shall pay the teacher: ninety-five percent (95%) of her current salary for the first two (2) weeks of the leave and where the teacher is eligible to receive EI maternity benefits the difference between seventy-five percent (75%) of her current salary and the amount of EI maternity benefits received by the teacher, for a further fifteen (15) weeks

2. Parental Leave

Teachers shall be granted parental leave in accordance with the Employment Standards Act. Additional leave may be granted under the terms of Article G.30 Extensive Leave, with return from the additional leave to coincide with the commencement of a term.

ARTICLE G.22 PARENTHOOD LEAVE

- A teacher with a dependent child shall, at the discretion of the Board, be granted a parenthood leave of absence without pay under the terms of Extensive Leave, Article G.30.
- Request must be made at least 2 teaching months prior to the leave date.

ARTICLE G.23 BIRTH OR ADOPTION LEAVE

- On the birth of a child or in the case of adoption or legal guardianship, the teacher who is not in receipt of benefits under Article G.21.4 may apply for and shall be granted leave with pay up to a maximum of two (2) days.
- This leave must coincide with the date of birth or adoptive placement in the home.

ARTICLE G.28 DISCRETIONARY LEAVE

(This leave must be applied for and granted before you confirm any plans that you may have)

- The Superintendent shall grant a leave of absence to a teacher for two days annually at no loss of salary except for the daily cost of a Teacher On Call, subject to the availability of Teachers On Call. All teachers are charged the TOC costs regardless of the need for a replacement.

ARTICLE G.5 UNPAID DISCRETIONARY LEAVE

(This leave must be applied for and granted before you confirm any plans that you may have)

An employee shall be entitled to a minimum of three (3) days of unpaid discretionary leave each year. The leave will be subject to the educational requirements of the district and the availability of a replacement. The leave must be approved by the superintendent or designate. The request shall not be unreasonably denied.

ARTICLE G.30 EXTENSIVE LEAVE OF ABSENCE

This leave needs to be applied for at least 2 teaching months prior to it taking effect (April 30th for a leave beginning the next school year)

- Members of the teaching staff may wish extensive leave of absence for a variety of reasons including compassionate and personal leaves, or professional development.
- On the recommendation of the Superintendent, extensive leave may be granted by the Board to any member of the teaching staff.
- Leave in ordinary circumstances will be granted for no longer than two (2) years.
- Leave shall be without pay but the teacher shall be entitled to continuation of all employee benefits provided that it shall be at no cost to the Board. These terms and conditions apply to G.22 and G.25.