



**CHILLIWACK TEACHERS  
ASSOCIATION**

# PREGNANCY & PARENTAL LEAVES BOOKLET



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## Frequently Asked Questions

### **Q. I want to apply for Pregnancy (Maternity) Leave. What do I do first?**

Congratulations. First take care of yourself and your family at this exciting time.

Then when you are ready to apply for leave you will need to fill out a Long Term Leave form and write a letter to the School district (a copy of one can be found on page 21 of this booklet.) Copies should go to the CTA office and to your Principal. Please keep copies of all your correspondence.

Your rights to leave are laid out in contract language and through Government benefits and legislation. This package contains some of the information you will need to make informed choices. You can also get information from the CTA office.

### **Q. How do I apply for EI maternity benefits?**

Maternity benefits are available to birth mothers who cannot work because they are pregnant or have recently given birth. You will need to contact Employment Insurance through their website [www.servicecanada.gc.ca](http://www.servicecanada.gc.ca) or by phone at 1-800-206-7218

We have included in the Maternity/ Parental leave package copies of the Employment Insurance booklet.

As well Parental Benefits are available for both parents to access. The eligibility for these benefits are outlined in the booklet and can be used for up to 35 weeks.

### **Q. How do I get my Record of Employment (ROE)?**

Teacher Payroll will send electronically your ROE directly to Employment Insurance. Once you have set up your account with EI, you will be able to look at your current claim on the internet and will be able to check payment dates, amounts etc.

### **Q. How do I get the top-up?**

If you are accepted by EI for Maternity leave you will be topped up in your EI payments to 95% for the first 2 weeks. For a further 15 weeks your EI payments will be topped up to 75% of salary. If your contract changes or ends during this period, your salary and top-up will change.

Once your account is set up with EI you can email Teacher Payroll at the board office with a copy of “ My current claim “ page from the EI website. This will let the board know how much to top up the salary. You will be paid your top up at the end of each month until the 17 weeks are over.

### **Q. What leaves are available to me?**

Through the Collective Agreement between the Chilliwack Teachers' Association (CTA) and the Chilliwack School District you are eligible to certain leaves. The leaves are outlined in the following Articles (included in the back of this booklet)

- G.20 Sick Leave
- G.21 Pregnancy Leave
- G.22 Parenthood Leave
- G.23 Birth or Adoption Leave
- G.30 Extensive Leave of Absence

**Q. What Health Benefits are available to me while I am on leave?**

Health Benefits may be continued with payment of costs to the board.

While on Pregnancy leave your EI payments will be topped up by the district to 95% for the first 2 weeks. Health Benefits will be deducted by the District from this amount.

For a further 15 weeks your EI payments will be topped up by the district to 75% of salary. Health Benefits will be deducted by the District from this amount.

Once you move onto Parental leave, for up to a further 35 weeks, you will be responsible for your costs of Health Benefits. The Board office will send a letter detailing the amount.

During Parental leave (previously Extended Maternity), you will be responsible for 100% of the costs of Health Benefits. Teacher Payroll will send you a letter outlining the amounts to pay each month to keep Health Benefits up to date.

**Q. What happens if I become ill while pregnant or before I start my pregnancy leave?**

First talk to your Doctor and see what his/her recommendation is.

If your Doctor feels that you should be off work leading up to the birth of your child then use your sick leave days to do this. Get a medical note from your doctor and fill out the District Long Term leave form.

If you should run out of sick leave days then you can access additional sick leave coverage through the BCTF Salary Indemnity program. Call the BCTF and ask for Income Security. They will send you the forms you need.

**Q. What rights do I have in the case of adoption?**

Under the Collective agreement parents who adopt a child are eligible to have a leave. Article G21.2 specifically addresses this leave.

As well a person adopting a child is eligible for up to 35 weeks of EI under the parental leave provisions.

**Q. How do I enroll my child in medical and other benefits?**

MSP - After the birth of your child the hospital will give you the forms to enroll your baby in the BC Medical Services Plan. (Baby Enrollment Form) Fill these out and return them. As well, let Teacher Payroll know that you want to add your child to your medical benefits.

Extended Health Benefits – Your child can be enrolled in the Blue Cross plan after birth. Let Teacher Payroll know that you want to add your child to your benefits.

Dental – Children normally have their first dental appointments around the age of 3. Before the first appointment with the dentist check with Teacher Payroll that your child has been added to your Dental Benefit Plan.

BCTF/BCTSA Group Life - You may want to change your beneficiary. Changes are made through Teacher Payroll.

**Q. How does the leave affect my seniority and salary increments?**

You will receive a salary increment credit for time taken for pregnancy and parental leave.

You will not receive an increment for time taken as an parenthood leave.

For seniority purposes, continuity of service is not broken by pregnancy/parental leave.

You will be given credit for 1 year of seniority for the first year of your leave. However no credit will be given for seniority or salary increment for those who chose to taken an additional extended leave.

**Q. How does the leave affect my pension plan and how do I purchase the pension leave?**

Information can be found on the Teachers Pension Plan Website and on the CTA website [www.chilliwackteachers.com](http://www.chilliwackteachers.com) under 'Resources - Pregnancy Info'. You may purchase pension credit for leave time taken for pregnancy, parental or extensive leave.

**Q. When should I leave work?**

That is a question best answered by your doctor. If you are medically fit to work, you may work up to the birth. However most find it better to have some time at home just before the due date of the child. If your doctor recommends this you can use sick leave to cover the time until you start the pregnancy leave when your child is born.

**Q. What procedures do I follow when returning from a leave?**

Returning to work is again a conversation to be had with your doctor.

Under the Collective Agreement provisions ( Article G.21.1.d) you may return to work 6 weeks following the birth of your child as long as you have a medical note clearing you for return to work.

The notice necessary to the School Board for you to return to work depends on whether you are on a pregnancy, parental or parenthood leave. We suggest you contact the CTA for information well in advance of your anticipated return date.

**Q. What about my membership in the CTA or in the BCTF ?**

You will continue your membership in the CTA and the BCTF during your leave but will not pay dues during the leave.

**Q. What about my membership in the Teacher Regulation Branch? ( formerly the College of Teachers)**

If your leave goes over the renewal of membership time for the BCTRB you will be responsible to arrange payment of the fees for a practicing member. More information will be available through the BCTRB website.

<http://www.bcteacherregulation.ca/>

Do not let your membership lapse as it can be very costly to reestablish your membership.

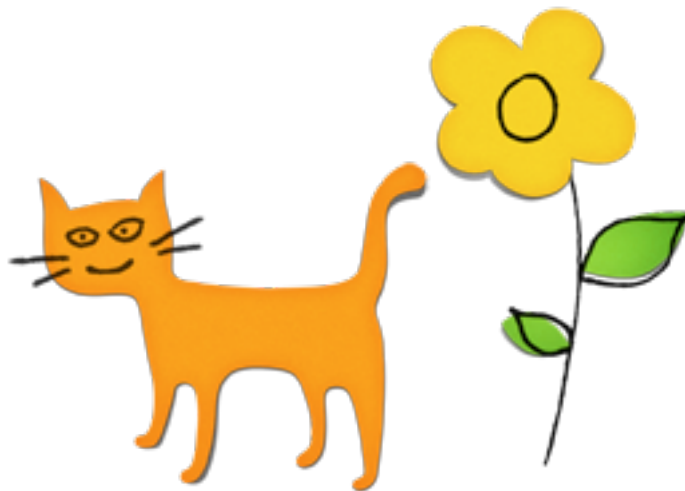
**Q. I am a teacher on the TTOC list. May I apply for pregnancy leave benefits?**

Yes. You can apply to the board for a leave from the TTOC list.

As well you may qualify for benefits under Employment Insurance depending upon the amount of work you have had in the last year. You will need to contact Employment Insurance through their website [www.servicecanada.gc.ca](http://www.servicecanada.gc.ca) or by phone at 1-800-206-7218.

## CHECK LIST

- ☐ Obtain from your doctor written confirmation of your pregnancy and your expected due date.
- ☐ Discuss leave and benefits with your CTA President or Vice President.
- ☐ Give reasonable notice to the SBO when applying for pregnancy leave.
- ☐ Write a letter to the SBO advising them of your pregnancy. State the intended dates for the beginning and ending of the leave. Attach the doctor's confirmation and completed Long Term Leave of Absence form to this letter.
- ☐ Apply for EI benefits: [www.servicecanada.gc.ca](http://www.servicecanada.gc.ca)
- ☐ Teacher Payroll will send your Record of Employment directly to Employment Insurance. Keep both Teacher Payroll and EI informed of your child's birthdate.
- ☐ Ensure that your Health Benefits are covered with Teacher Payroll.
- ☐ After your child's birth ask Teacher Payroll to place your child in your Health Benefits.
- ☐ Apply for a Social Insurance number for your child.



**Collective Agreement Leave Articles (from 2011-2013 Agreement)**

**ARTICLE G.20 SICK LEAVE**

1. 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 for which compensation is not payable under the *Workers' Compensation Act*.
2. Entitlement
  - a. Full-time teachers will be subject to the full sick leave provisions stated herein.
  - b. Part-time teachers shall receive sick leave prorated in accordance with percentage of full-time assigned.
3. Over and above current accumulated sick leave teachers shall be entitled to accumulate a maximum of fifteen (15) working days each year calculated at the rate of one and one-half (1 1/2) days per month.
4. Fifteen days of sick leave shall be advanced to each teacher at the beginning of each school year in September.
5. Teachers commencing employment with the Board during the year shall have advanced to them the quota of sick leave benefits which would accrue to them for the balance of the school year.
6. The Board will furnish to each teacher by October 1 each year a statement showing the amount of his/her earned and accumulated unused sick leave and thereafter monthly.
7. If a teacher leaves the employ of the Board and subsequently resumes a position as a teacher with the Board, the teacher shall have immediate credit of the balance of all sick leave remaining to the credit of the teacher at the time of resignation.
8. In the event a teacher leaves the employ of the Board prior to the conclusion of the school year, sick leave will be reconciled and any necessary adjustments deducted from the final pay cheque.
9. The maximum number of days of sick leave that may be used in any school year shall not exceed one hundred twenty (120) days.
10. A medical certificate may be required by the Superintendent as proof of sickness. Such request will be made, where possible, when the teacher reports sick or during his/her period of illness. The Board will pay the cost, upon presentation of the bill, of any such certificate that it requests.
11. It shall be the responsibility of the teacher to report usage of sick leave to the Superintendent in accordance with procedures established by the Superintendent. Failure to follow reporting procedures may jeopardize the teacher's right to this benefit unless extreme circumstances can be shown which made reporting impossible.  
(See also Article G.1 Portability of Sick Leave)

**ARTICLE G.21 PREGNANCY LEAVE (reflects current language from 2011 - 2013 contract)**

**1. Pregnancy Leave:**

- a. Teachers shall be granted pregnancy leave in accordance with the *Employment Standards Act* (see page 10).
- b. If a teacher wishes to return to work during the six (6) weeks following birth, that request must be supported by a medical certificate stating that the teacher is able to resume work.
- c. While a teacher wishing to return to work prior to the intended date of return may do so by submitting a written application giving a minimum of one (1) week's notice, at least one (1) month's notice is preferred. Those intending to return to work in September shall notify the Board prior to the end of May.
- d. In the case of incomplete pregnancy, and where written application accompanied by a certificate of medical practitioner, stating that the teacher is able to resume work is made by the teacher, return to duty will be authorized by the Superintendent with one (1) week's notice.
- e. A teacher returning to duty on the expiration of pregnancy leave shall be reinstated in the position previously occupied, or in a comparable position and with all increments to wages and benefits to which the teacher would have been entitled had the leave not been taken.

## ARTICLE G.21 PREGNANCY LEAVE (cont'd)

- f. The Superintendent may require a teacher to immediately commence a leave of absence where the duties of the teacher cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the teacher provides a certificate from a medical practitioner stating that she is able to perform her duties.
- g. In the case of teachers on temporary appointment, pregnancy leave shall terminate at the conclusion of the temporary appointment.
- h. While on pregnancy leave an employee shall retain her full employment status and rights, and shall accumulate all benefits under this Collective Agreement. Any voluntary extension beyond the period of pregnancy leave shall be deemed leave of absence and would not be credited to her teaching experience.
- i. While an employee is on pregnancy leave the employer shall continue to make all normal contributions towards the employee's benefits.

### 2. Parental Leave

- a. 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.
- b. On return from parental leave, the teacher shall be assigned to the same position held prior to taking the leave; however his/her assignment may not be identical to his/her previous assignment.

### 3. Use of Sick Leave

If at the end of the agreed-upon period of leave, the teacher is unable to return to duty because of ill health, she shall present the Board with an acceptable medical certificate and shall qualify for her sick leave provisions.

### 4. Supplemental Employment Benefits on Pregnancy Leave

- a. When a pregnant teacher takes the pregnancy leave to which she is entitled pursuant to the *Employment Standards Act*, the Board shall pay the teacher
  - i. 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:
  - ii. 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.
- b. The Board agrees to enter into the Supplemental Employment Benefit (SEB) Plan agreement required by the *Employment Insurance Act* in respect of such maternity payment.



## **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. The discretion of the Board shall be exercised reasonably.

## **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. The length of the leave shall be at the discretion of the Board, but its discretion shall be exercised reasonably.

## **ARTICLE G.30 EXTENSIVE LEAVE OF ABSENCE**

### **1. General**

- a. Members of the teaching staff may wish extensive leave of absence for a variety of reasons including compassionate and personal leaves, or professional development.
- b. On the recommendation of the Superintendent, extensive leave may be granted by the Board to any member of the teaching staff.
- c. Partial leave may be granted to permit a full-time teacher on continuing contract to accept a part-time position.

### **2. Conditions**

- a. Leave in ordinary circumstances will be granted for no longer than two (2) years.
- b. 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. The period of leave would not be credited to a teacher's teaching experience, except for those extensive leaves in Article B.24.1.f.
- c. Leave must normally be requested at least two (2) teaching months before it is to take effect.
- d. Application shall be made in writing to the Superintendent and must specify the reason for the request and the dates of commencement of leave and of return to duty.
- e. A teacher returning from leave in September must provide the Superintendent with written confirmation of his/her intention to return and his/her teaching preferences before April 1st of that year. A teacher returning at other times must provide this information two (2) months before the anticipated date of return. If this information is not provided, an appropriate position may not be immediately available upon return. In such circumstances the teacher is guaranteed assignment to the first (1st) available appropriate position.
- f. On return from leave, the teacher shall be assigned to the same position held prior to taking the leave, however his/her assignment may not be identical to his/her previous assignment.

## Sample letter for Pregnancy or Parental Leave

Date

Superintendent of Schools,  
Chilliwack School District #33,  
46361 Yale Road,  
Chilliwack, B.C.  
V2P 2P9

Dear

Re: Application for pregnancy/parental leave under contract article G.21.

I wish to apply for leave effective \_\_\_\_\_. The expected due date is \_\_\_\_\_, and I expect to return to work on \_\_\_\_\_.

Attached is a completed Long Term Leave of Absence Form and a letter from my doctor.

Thank you.

Yours truly,

Address and School

cc: Principal  
CTA President



## **BCTF: Leaves - Rights and Benefits**

Pregnancy Leave and Parental Leave rights pursuant to BC's Employment Standards Act (ESA) can be found here:

[http://www.bclaws.ca/Recon/document/ID/freeside/00\\_96113\\_01#section50](http://www.bclaws.ca/Recon/document/ID/freeside/00_96113_01#section50)

Please see the following website at Service Canada regarding EI Benefits during pregnancy and parental leave:

[http://www.servicecanada.gc.ca/eng/ei/types/maternity\\_parental.shtml](http://www.servicecanada.gc.ca/eng/ei/types/maternity_parental.shtml)

*The local Collective Agreement may entitle you to benefits which supplement your EI benefit or allow you to participate in the group health benefits plan beyond the ESA benefit period. Please consult your local collective agreement.*