

ARTICLE G.4 BEREAVEMENT LEAVE

G.4.1 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.

G.4.2 Two additional days of paid leave may be granted for travel purposes outside of the local community to attend the funeral.

G.4.3 Additional unpaid leave shall not be unreasonably denied.

G.4.5 Three (3) days of paid leave shall be granted in case of the death of an aunt or uncle or like-in-law.

G.4.7 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.26 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.

•The Superintendent may authorize extensions of such leave at the daily cost of a TTOC.

ARTICLE G.3 FAMILY RESPONSIBILITY LEAVE

The employer will grant family responsibility 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:

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

ARTICLE G.20 SICK LEAVE

•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*.

•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.

•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 illness.

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.7/8 TTOCs Conducting Union Business

G.24 Court Appearances

G.28 Public or Civic Duty Leave

G.30 Worksafe BC Benefits

G.31 Deferred Salary Plan

A.21 Release Time for CTA Business



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LEAVES

A QUICK OVERVIEW OF OUR CONTRACT

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

President : president@chilliwackteachers.com
1st Vice President: vp@chilliwackteachers.com
2nd Vice President: vp2@chilliwackteachers.com

What to do when applying for a leave:

Follow the steps below to log either an absence or a leave request online. If required, a replacement will be dispatched when you log the absence. Please discuss your leave request with your supervisor before submitting the online request.

- Access the PowerSchool Web Portal (formerlySRB) to submit your absence/leave request through School District 33 website: <https://sd33.bc.ca/absences-leaves>
- Enter your username and password. This will be the same as your SD33 email account.
- Hover over "My Absences" on the blue menu bar, and click on Absence Entry.
- Fill in absence/leave and date information for your request.
- Confirm your schedule details. You may be prompted to select your position code or school site from drop down boxes.
- If you require a replacement for your absence, select "Yes" when asked "Do you require someone to replace you?"
- If you selected "Yes" for replacement, provide any necessary details.
- If the selected absence reason code requires a leave form, a Leave Application Entry page will appear.
- Verify your absence/leave request details on the Absence Entry Summary screen.
- Monitor the status of your leave request via the Web Portal, by hovering over "My Absences" on the blue menu bar and clicking View Or Change.

ARTICLE G.2 COMPASSIONATE CARE LEAVE

- Upon request, the employer shall grant an employee Compassionate Care Leave pursuant to Part 6 of 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. (See G.2.1 for meaning of "family member")
- 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.
- An employee who returns to work following this leave shall be placed in the position the employee held prior to leave or in a comparable position.

G.25 EDUCATION LEAVE

- Long Term Leave - May be granted for educational purposes in accordance with Article G.29 Extensive Leave of Absence.
- Short Term Leave - The Superintendent shall grant leaves of absence for teachers for participation in in-service, conferences or CTA business. Leaves shall be granted at the daily cost of a TTOC.

Know your contract...

ARTICLE G.21 MATERNITY LEAVE

(Check out the CTA Website for Pregnancy 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
- While on pregnancy leave an employee shall retain her full employment status and rights and shall accumulate all benefits under the CA.
- While an employee is on pregnancy leave the employer shall continue to make all normal contributions towards the employee's benefits.

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.29 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.29.

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.

ARTICLE G.27 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 Teaching On Call (TTOC), subject to the availability of a TTOC. All teachers are charged the TTOC cost regardless of the need for a replacement.

ARTICLE G.5 UNPAID DISCRETIONARY LEAVE

- 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.29 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.
- 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.