

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 the 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 their 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.

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

ARTICLE G.3 EMPLOYMENT STANDARDS ACT LEAVES

•In accordance with the BC Employment Standards Act (the "Act"), the Employer will grant the following leaves:

- a. **Section 52 Family Responsibility Leave**
- b. **Section 52.11 Critical Illness or Injury Leave**
- c. **Section 52.5 Leave Respecting Domestic or Sexual Violence**

ARTICLE G.20 SICK LEAVE

If you have a medical appointment during the regular work day, please log your absence on the PowerSchool web portal as soon as you know the date of your 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 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.9 Temporary Principal/Vice Principal Leave

G.24 Court Appearances

G.25 Education Leave

G.28 Public or Civic Duty Leave

G.30 WorkSafe BC Benefits

G.31 Deferred Salary Plan

A.21 Release Time for CTA Business

COMPILED BY THE

CHILLIWACK TEACHERS' ASSOCIATION

203-45970 AIRPORT ROAD

CHILLIWACK, BC V2P 1A2

T 604.792.9233

F 604.792.9389

www.chilliwackteachers.com

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.

1. Access the PowerSchool Web Portal to submit your absence/leave request through SD33 website.
2. Enter your username and password. This will be the same as your SD33 email account.
3. Click on "my info" on left sidebar. Then click on "time and attendance". Finally, click on "enter absence".
4. Follow prompts to complete absence entry.
5. For long-term absences you may require documentation. Please contact the CTA Office and one of the Released Officers will assist you.

Please Note: if you are on a long term absence and do not work in May you will need to pay your teaching certificate fee.



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 week of the leave.
 - b) for an additional eight (8) 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.
- 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 CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES

The Superintendent of Schools or their designate, may grant five (5) paid days per year leave with seven (7) days written notice from the employee to participate in Aboriginal Cultural event(s). Such leave shall not be unreasonably denied.

Know your contract...

ARTICLE G.21 PREGNANCY 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:

- i) ninety-five percent (95%) of their 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 their 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 their 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.

- Requests must be made at least 2 teaching months prior to the leave date and must occur immediately after Parenthood Leave.

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.

*The combination of discretionary leaves cannot exceed 3 days.

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.