Maternity Leave Workshop
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Page</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Page 1</td>
<td>President’s Message</td>
</tr>
<tr>
<td>Page 2</td>
<td>Checklist</td>
</tr>
<tr>
<td>Page 3-7</td>
<td>Delta Collective Agreement</td>
</tr>
<tr>
<td></td>
<td>p.3 - G.26: Maternity Leave &amp; S.U.B. Plan &amp; Parenthood Leave</td>
</tr>
<tr>
<td></td>
<td>p.4 - G.27: Paternity Leave</td>
</tr>
<tr>
<td></td>
<td>p.5 - G.28: Adoption Leave</td>
</tr>
<tr>
<td></td>
<td>p.6 - C.2, C.22: Seniority</td>
</tr>
<tr>
<td>Page 8-18</td>
<td>BCTF</td>
</tr>
<tr>
<td></td>
<td>p.8 - Leaves – Rights and Benefits</td>
</tr>
<tr>
<td></td>
<td>p.15 - Purchase of Service: Maternity and Parental Leave of Absence</td>
</tr>
<tr>
<td>Page 19</td>
<td>Delta School Board Maternity Leave Form Letter</td>
</tr>
<tr>
<td>Page 20-25</td>
<td>Personnel Practices For Job Sharing</td>
</tr>
<tr>
<td></td>
<td>p.20 - Personnel Practices</td>
</tr>
<tr>
<td></td>
<td>p.22 - Part-Time Employee Rights</td>
</tr>
<tr>
<td></td>
<td>p.23 - Job Share Info</td>
</tr>
<tr>
<td>Maternity Leaves and Pension</td>
<td>(BCTF handout)</td>
</tr>
</tbody>
</table>

Government Booklet  
(for a copy, email: publications@hrsdc-rhdcc.gc.ca)  
(for online information: www.servicecanada.gc.ca)
The Delta Teachers’ Association welcomes members and their partners to our annual Maternity/Parenthood 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 and Parenthood Leaves, as well as any other issue of importance.

Paul Steer,
President,
Delta Teachers’ Association
MATERNITY LEAVE CHECKLIST

☐ Confirm pregnancy.

☐ Apply in writing for maternity/parental/parenthood leave and include doctor’s note with estimated due date.

☐ Notify Human Resources about continuing payment of your portion of benefits.

☐ College of Teacher fees – if you are not being paid by the district, you will need to pay your BCCT fees. You will receive an invoice from the College.

☐ Apply for EI (maternity) benefits.

☐ Apply to Human Resources for SUB benefits (95% of salary for the first 2 weeks of the leave and a top-up to 50% of salary for the next 15 weeks) and submit a copy of first EI cheque to the payroll department.

☐ Decide which parent will take which portion of parental leave and apply for this if you haven’t already.

☐ Once your child is born – call Human Resources to let them know actual date of birth for EI purposes and then enrol him/her in benefits plans, alter life insurance, wills, etc.

☐ 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.

☐ If you receive a lay-off notice while you are on a maternity/parental leave you must participate in the post and fill process to secure a position. Contact the DTA for details.

☐ Contemplating a job share? Contact the DTA for details.
CONTRACT LANGUAGE

PROVINCIAL COLLECTIVE AGREEMENT:

G.26 – MATERNITY LEAVE AND S.U.B. PLAN AND PARENTHOOD LEAVE
C.22 – DEFINITION OF SENIORITY

G.26: MATERNITY LEAVE AND S.U.B. PLAN AND PARENTHOOD LEAVE

1. Short Term Maternity Leave - Part 6 of the Employment Standards Act is guaranteed and applies.
   a. Supplemental Unemployment Benefits on Maternity Leave
      i) When a pregnant employee takes the maternity leave to which she is entitled pursuant to the Employment Standards Act, the Board shall pay the teacher 95% of her 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 her 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 Unemployment Benefit (SUB) 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.
      ii) If at the end of the agreed upon period of leave, the employee provides a medical certificate indicating she is unable to return to duty because of ill health, she shall qualify for her 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 (e) 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 C.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 her 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 maybe 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.
G28: 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 C.26.3 a) v);
   e. the employee shall notify his/her principal at least one (1) month prior to the intended date of return to work.
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

2. Effective January 1, 1993 a teacher-on-call shall gain one day of service recognition for each day worked. A teacher-on-call shall acquire one year of service recognition when one hundred and sixty (160) days of service have been accumulated. Provided there is no break in service in excess of seven (7) years continuous service, a teacher-on-call who secures a continuing position shall have the service recognition attained since January 1, 1993 credited as seniority to a maximum of five (5) years.

Note: Refer also to Article C.2.3

3. In addition to the provisions of C.22.1 and C.22.2, the seniority for an employee on a continuing contract shall include seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.

Note: Refer also to Article C.2.2

4. When the seniority of two (2) or more employees is equal pursuant to Articles C.22.1, C.22.2 and C.22.3, the employee with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.

5. When the seniority of two (2) or more employees is equal pursuant to Article C.22.4, the employee with the greatest number of days of on-call teaching with the Board prior to appointment on continuing contract shall be deemed to have the greatest seniority.

6. When the seniority of two (2) or more employees is equal pursuant to Article C.22.5, the employee with the greatest aggregate length of service with another school authority (recognized for salary experience purposes in this Agreement) shall be deemed to have the greatest seniority.
7. When the seniority of two (2) or more employees is equal pursuant to Article C.22.6, the employee with the earliest application for employment with the Board shall be deemed to have the greatest seniority.

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 DTA President;
   c. service with the BCTF or CTF;
   d. service with the Department of National Defense;
   e. exchange teaching;
   f. secondment;
   g. parenthood leave;
   h. approved educational leave;
   i. service as an MLA or MP;
   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.
BCTF

LEAVES

Rights and benefits

Note: This fact sheet has been prepared for general information purposes. It is not a legal document. Please refer to the Employment Standards Act and Regulation for purposes of interpretation and application of the law.

Pregnancy

Rights

1. BC Employment Standards Act (ESA)

a. Amount of leave:
   • up to 17 weeks of unpaid leave starting no earlier than 11 weeks prior to the expected date of birth, no later than the actual birth date and ending no earlier than 6 consecutive weeks after the birth or termination of the pregnancy; and no later than 17 weeks after actual birth date;
   • the employee may request an earlier return to work;
     – in writing, at least 1 week prior to the proposed date of the return to work;
     – the employer may request a medical note supporting the ability to return to work.
   • the employee is entitled to an additional 6 weeks of unpaid leave for reasons related to the birth or termination of the pregnancy.

   *The BC Employment Standards Act (ESA) states:*

   (5) A request for a shorter period under subsection (1) (b) (i) must.

   (a) be given in writing to the employer at least one week before the date the employee proposes to return to work, and
   (b) if required by the employer, be accompanied by a medical practitioner’s certificate stating the employee is able to resume work:

   (1) A pregnant employee who requests leave under this section is entitled to up to 17 consecutive weeks of unpaid leave (b) ending

     (i) no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and
     (ii) no later than 17 weeks after the actual birth date

b. Request for leave:
   • the request must be in writing and if made during pregnancy, sent to the employer at least 4 weeks prior to the start of the leave;
   • the employer may request medical certification as to the expected date of birth, the actual date of birth or the date of termination of the pregnancy.

c. Security of Employment:
   • during the term of the leave the employer must not;
     – terminate employment, or;
     – change a condition of employment without the employees written consent.
• as soon as the leave ends the employer must place the employee:
  – in the position the employee held before taking the leave, or;
  – in a comparable position.

2. Collective Agreement
• The rights from the ESA may not be diminished by the collective agreement.
• Rights beyond those in the ESA may be contained in the collective agreement.
• Contact the local for specific details.

BENEFITS
1. BC Employment Standards Act (Section 56(2) a, b)
• Medical, Extended Health, Dental, Pension and Group Life Insurance plans for the length of the leave in the ESA:
  – if the employer normally pays the full premium, the employer must continue to provide the benefit plan(s), including pension, at no cost to the employee;
  – if the employer normally pays a portion of the premium, and the employee elects to continue the benefit plan(s), including pension, then the employer must continue to pay its share and the employee her/his share.

2. Collective Agreement
• Sick leave may be available if you are unable to work prior to the date of birth and for the 2 week period following the birth or termination of the pregnancy because of the pregnancy.
• A Supplemental Unemployment Benefit (SUB) plan may be available which will top up your employment insurance, sickness, or maternity benefit.
• Local president for details

3. BCTF Salary Indemnity Plan (SIP)
• If you run out of sick leave, you may apply for SIP benefits.
• Benefits are paid if you are unable to work prior the date of birth and for the 2 week period following the birth or termination of the pregnancy because of the pregnancy.

4. Employment Insurance (EI)
• Qualification for EI benefits:
  – at least 600 hours of insurable earnings in the 52 weeks prior to the start of the leave of absence (or in the period since the last EI claim);
  – the qualification period may be extended to 104 weeks by application if unable to qualify because of illness or maternity;
  – teachers and teachers-on-call earn 9.1 hours per day or 45.5 hours per week pro-rated to the percent of time worked;
  – a 2 week waiting period from beginning of the leave may be covered by the SUB plan, or if ill, by sick leave or SIP.
• Duration of benefits:
  – up to 15 weeks starting no earlier than 8 weeks prior to the expected date of birth and ending no later than 17 weeks after the date of birth or termination of the pregnancy;
  – benefits are payable during July and August.

5. Pension (TPP)
• Pension service credit continues to accrue when on paid sick leave and SIP.
• For other periods of leave when not on paid sick leave or SIP, you may purchase the pension service.
  – contact the Teachers' Pension Plan (604-660-4088 if Lower Mainland, or 1-800-665-6770), the BCTF (604-871-2283 or 1-800-663-9163), your local union office, your employer, or go online to pensionsbc.ca for application forms;
  – if you pay your contribution for the unpaid leave period (EI benefits are not pay for pension purposes), the employer will pay its contribution;
  – you may buy this time during the leave (monthly) or following the leave for up to five years from the termination of the leave.
• The maximum period that may be purchased for one maternity leave is 17 weeks (18 weeks for leave prior to 2001) for leaves taken after 1981.
• Cost is the employee contribution rate only, x FTE monthly salary x number of months to purchase and is always cost effective.

PARENTAL

RIGHTS
1. BC Employment Standards Act
   a. Amount of leave:
      • up to 35 consecutive weeks of unpaid leave starting;
        – for the birth mother, immediately following the Maternity Leave (unless the employee and the employer agree otherwise);
      • up to 37 consecutive weeks of unpaid leave beginning after the child's birth or placement and within 52 weeks after that.
        – for the birth mother who has not taken maternity leave
        – for the birth father, any time after the date of birth and within 52 weeks of the birth;
        – for an adopting parent, within 52 weeks after the child has been placed with the parents.
      • plus 5 more immediate weeks are available if the child has physical, psychological or emotional conditions requiring the additional leave.
   b. Request for leave:
      • the request must be in writing, sent to the employer at least 4 weeks prior to the start of the leave;
      • the employer may request medical certification supporting the employee's entitlement to the leave.
2. Collective Agreement

- The rights from the ESA may not be diminished by the collective agreement.
- Rights beyond those in the ESA may be contained in the collective agreement.
- Contact the local for specific details

BENEFITS

1. **BC Employment Standards Act**
   - Medical, extended health, dental, pension and group life insurance plans for the length of the leave in the ESA:
     - if the employer normally pays the full premium, the employer must continue to provide the benefit plan(s), including pension, at no cost to the employee;
     - if the employer normally pays a portion of the premium, and the employee elects to continue the benefit plan(s), including pension, then the employer must continue to pay its share and the employee her/his share,

2. Collective Agreement
   - A Supplemental Unemployment Benefit (SUB) or Supplemental Employment Benefit (SUB) plan may be available which will top up your employment insurance parental leave benefit.
   - Participation in the group health benefits beyond the ESA period of leave may be available.

3. BCTF Salary Indemnity Plan (SIP)
   - If you run out of sick leave, you may apply for SIP benefits.
   - Benefits are paid if you are unable to work following the birth or termination of the pregnancy, because of the pregnancy.

4. Employment Insurance (EI)
   - Qualification for EI benefits:
     - at least 600 hours of insurable earnings in the 52 weeks prior to the start of the leave of absence (or in the period since the last EI claim);
     - 2 week waiting period from the beginning of the leave may be covered by the SUB plan.
   - Duration of benefits:
     - up to 35 weeks starting with the arrival of the child (birth or adoption) in the home, and ending 52 weeks after the birth or placement of the child;
     - the benefit period may be extended up to an additional 15 weeks if the child is hospitalized;
     - benefits are payable during July and August.
     - parents may share the leave, and then, there will only be one 2 week waiting period; both must meet eligibility requirements;
     - parents on parental leave are able to earn up to 25% of the weekly benefit of $50, whichever is higher, without affecting the benefit, to allow a gradual return to work.
5. Pension (TPP)
   - For periods of leave when not on paid sick leave or SIP, you may purchase the pension service.
     - contact the Teacher Pension Plan (604-660-4088, lower mainland, or 1-800-665-6770), the BCTF (604-871-2283 or 1-800-663-9163), your local union office, your employer, or go online to pensionsbc.ca for an application form;
     - if you pay your contribution for the unpaid leave period (EI benefits are not pay for pension purposes), the employer will pay its contribution;
     - you may buy this time during the leave (monthly) or within five years of the termination date of the leave. Hint: the sooner you buy the leave, the cheaper the cost;
   - the maximum period that may be purchased for one parental leave is 35 weeks (12 weeks for parental leaves taken between March 22, 1991 and January 1, 2001)
   - cost is the employee contribution rate only, $FTE \times \text{monthly salary} \times \text{number of months to be purchased} \text{ always cost effective.}$

**FAMILY RESPONSIBILITY LEAVE**

**RIGHTS**

*BC Employment Standards Act*

- Amount of unpaid leave: 5 days per year related to:
  - the care, health or education of a child in the employee's care;
  - the care or health of any member of the employee's immediate family (spouse, child, parent, guardian, sibling, grandchild or grandparent) and any person who lives with an employee as a member of the employee's family.

**BENEFITS**

*BC Employment Standards Act*

- Medical, extended health, dental, pension and group life insurance plans for the length of the leave in the ESA:
  - if employer normally pays the full premium, the employer must continue to provide the benefit plan(s), including pension, at no cost to the employee;
  - if employer normally pays a portion of the premium, and the employee elects to continue the benefit plan(s), including pension, then the employer will continue to pay its share and the employee her/his share.
COMPASSIONATE CARE

RIGHTS

1. BC Employment Standards Act
   - Amount of unpaid leave: up to 8 weeks to provide care or support to a family member (spouse, child, parent, guardian, sibling, grandchild or grandparent, and any person who lives with the employee as a member of the employee's family), if a medical practitioner issues a medical certificate stating significant risk of death within 26 weeks.
   - The leave must be taken in units of one or more weeks.

2. Collective Agreement
   - Rights to compassionate leave; paid or unpaid will vary pursuant to local collective agreement language
   - Employer may grant a compassionate leave beyond amount specified in collective agreement
   - Contact the local for specific details.

3. Employment Insurance Act
   - Amount of leave
   - up to 6 weeks to provide care for a family member who has a serious medical condition with a significant risk of death within 26 weeks (6 months).

BENEFITS

1. BC Employment Standards Act
   - Medical, extended health, dental, pension and group life insurance plans for the length of the leave in the ESA:
     - if employer normally pays the full premium, the employer must continue to provide the benefit plan(s), including pension, at no cost to the employee;
     - if employer normally pays a portion of the premium, and the employee elects to continue the benefit plan(s), including pension, then the employer will continue to pay its share and the employee her/his share.

2. Employment Insurance (El)
   - Qualification for El benefits
     - a decrease in more than 40% of regular weekly earnings
     - 600 hours of insurable employment in the last 52 weeks or since the start of your last El claim (the qualifying period).
     - must apply for benefits
     - a medical certificate must be provided as proof that the ill family member has a serious medical condition with a significant risk of death within 26 weeks (6 months), and requires the care or support of one or more family members
     - can be shared with other family members who meet the eligibility criteria.
• Care or support means:
  – providing psychological or emotional support; or
  – arranging for care by a third party care provider; or
  – directly providing or participating in the care.

• Benefits paid to care or support one of the following family members:
  – your child or the child of your spouse or common-law partner
  – your wife/husband or common-law partner
  – your mother/father
  – your father’s wife/mother’s husband; or
  – the common-law partner of your father/mother.

• Duration of benefits
  – up to a maximum of 6 weeks of benefits within the period of the 26 weeks that start from
    the Sunday of the week stated on the doctor certificate indicating a serious medical condi-
    tion with a significant risk of death.

GENERAL NOTES

RIGHTS
1. *BC Employment Standards Act*
   • maximum combined maternity and parental leave entitlement is 52 weeks, and may include
     an additional 6 weeks for extended maternity leave and/or 5 weeks for extended parental
     leave;
   • none of these leaves is cause for employment termination;
   • none of these leaves is cause for change in employment conditions without the consent of
     the employee;
   • on return to work, the employee is entitled to return to the same or a comparable position;
   • the period of leave is considered continuous employment for the purposes of:
     a. seniority;
     b. termination pay;
     c. wage increases.

2. Collective Agreement
   In all of the above leaves of absence, the collective agreement may be superior in *rights or
   benefits*. However, the ESA is the minimum and cannot be diminished by the collective agree-
   ment. Be sure to contact the local to determine the rights and benefits from the collective
   agreement.
Purchase of Service: Maternity and Parental Leave of Absence

Cost
For maternity and parental leaves of absence after December 31, 2000, the cost of purchasing the leave will be calculated as follows: current full time equivalent monthly salary times employee pension contribution rate times the number of months of leave of absence being purchased. As the employer will be billed for its pension contribution, this type of purchase is always cost effective.

If you are purchasing maternity or parental leaves completed after December 31, 1991, the maximum that you can purchase is three years of leave. The amount of maternity and parental leave of absence purchased at the employee pension contribution rate is subject to limits established by the Employment Standards Act.

The most tax effective time to purchase a maternity or parental leave of absence is during or immediately after the expiration of the leave and before April 30 of the calendar year following the expiration of the leave of absence.

Example 1
If as an active pension plan member with a current full time equivalent monthly salary of $8,000 ($80,000 annual salary) you were to purchase a one-year maternity and parental leave of absence taken in 2001 or after, the calculation of the cost would be $8,000 times 11.2% times 10 months. In this case, the employee contribution rate is 11.2% and the employer contribution rate is 13.33% (for salary in a calendar year that is under the YMPE). Your cost would be $8,960. The employer would then be billed for $10,644. The cost may be slightly higher if the combined leave of absence was for a calendar year rather than a school year. Purchasing maternity or parental leave of absence is always worth while when the employer is required to make the employer contribution.

Maximum purchase for each child

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<tr>
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<th>January 1, 2001</th>
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<tbody>
<tr>
<td>Maternity Leave Maximum</td>
<td>17 weeks</td>
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<tr>
<td>Parental Leave Maximum</td>
<td>35 weeks</td>
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Cost Estimator
The Teachers’ Pension Plan on-line Purchase Cost Estimator is available to help you determine the cost of purchasing a maternity and/or a parental leave of absence. The cost estimate can be printed and attached to your application form. The form must be signed by the employer from whom the leave was taken.
Calculating the Cost Benefit

Using the Teachers’ Pension Plan “My Account” Personalized Pension Estimator, enter the information from your most recent Members Benefit Statement and calculate your pension estimate for a specific retirement date. You can access the Personalized Pension Estimator by clicking on "My Account" at Teachers’ Pension Plan. Then go back and increase the pensionable and contributory service by the additional amount that is being purchased and recalculate your pension for the same retirement date. This will give you the increase in your monthly pension due to the purchase of maternity and/or parental leave of absence. Compare the increase in the monthly pension to the cost of the purchase. Divide the cost of the purchase by the increase in the monthly pension to determine the number of months of increased pension it will take to recover your purchase cost.

You may also contact BCTF Income Security for assistance:

BCTF, Income Security
100-550 West 6th Avenue
Vancouver, BC V5Z 4P2
604-871-1921, toll free 1-800-663-9163, Local 1921, fax 604-871-2287
E-mail: alambert@bctf.ca, rtaylor@bctf.ca

For leaves of absence terminating after April 1, 2002, the time limit for purchasing a leave of absence will be five years from the completion of the leave of absence or termination of employment with that employer, whichever is earlier.

Applications for Purchase of Maternity and/or Parental Leave of Absence

More detailed information is available on the Teachers’ Pension Plan web site in a publication called Pensionfacts: Purchasing a Leave of Absence. An application form called Purchase of Service Application is available or you may use the Purchase Cost Estimator. The latter is a combined cost estimator and application form that you can print and attach to your application form. All applications must be signed by the employer who granted the leave of absence and forwarded to the Teachers’ Pension Plan.

Contact Information:
Teachers’ Pension Plan
PO Box 9460
Victoria BC V8W 9V8
Phone:
Victoria: (250) 953-3022
Vancouver: 604-660-4088
Toll-free: 1-800-665-6770
Fax: (250) 356-8977
E-mail: TPP@pensionsbc.ca
Web: tpp.pensionsbc.ca
Timelines and Conditions for Purchasing Leaves of Absence in the Teachers’ Pension Plan

<table>
<thead>
<tr>
<th>Type of LOA and Conditions</th>
<th>Leaves Commencing on or after December 31, 2000</th>
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<tr>
<td><strong>Maternity</strong></td>
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<tr>
<td>no return to work requirement.</td>
<td>17 weeks, if leave commences before birth of child or termination of pregnancy.</td>
</tr>
<tr>
<td>only the birth mother is eligible to purchase this leave.</td>
<td>may be extended by up to 6 weeks if a doctor certifies that the plan member is unable to return to work.</td>
</tr>
<tr>
<td>cannot begin more than 11 weeks prior to the expected date of birth of the child.</td>
<td></td>
</tr>
<tr>
<td><strong>Parental/Adoption</strong></td>
<td></td>
</tr>
<tr>
<td>no return to work requirement.</td>
<td>35 weeks, for birth mother who has taken maternity leave.</td>
</tr>
<tr>
<td>leave to commence:</td>
<td>37 weeks, for birth mother who has not taken maternity leave, or for birth father; or for adoptive parents.</td>
</tr>
<tr>
<td><strong>birth mother</strong>—immediately following end of maternity leave, unless mother and employer agree otherwise,</td>
<td>may be extended by 5 weeks if a doctor certifies that the member is unable to return to work.</td>
</tr>
<tr>
<td><strong>birth father</strong>—within 52 weeks of child’s birth,</td>
<td>each leave must fall within 12 months from the child’s date of birth.</td>
</tr>
<tr>
<td><strong>adoptive parent</strong>—within 52 weeks of child coming into custody.</td>
<td></td>
</tr>
<tr>
<td><strong>Combined Maternity and Parental</strong></td>
<td></td>
</tr>
<tr>
<td>maternity and parental leave may not exceed a combined total of 52 weeks, not including extensions taken with a doctor’s certificate.</td>
<td></td>
</tr>
<tr>
<td>all maternity/parental leaves may not exceed a combined total of 3 years for leaves completed after December 31, 1991.</td>
<td></td>
</tr>
<tr>
<td>each leave must fall within 12 months from the child’s date of birth.</td>
<td></td>
</tr>
<tr>
<td><strong>General</strong></td>
<td></td>
</tr>
<tr>
<td>no return to work requirement.</td>
<td>limited to the purchase of 5 years during the entire plan membership (this 5-year limit only applies to general leaves ending after January 1, 1992.)</td>
</tr>
<tr>
<td>Includes any compassionate care leaves</td>
<td></td>
</tr>
<tr>
<td><strong>Child-rearing</strong></td>
<td></td>
</tr>
<tr>
<td>must apply while an active member of the plan</td>
<td>maximum of 5 years (50 months)</td>
</tr>
<tr>
<td>must have pensionable service before and after the child rearing period</td>
<td></td>
</tr>
<tr>
<td><strong>Compassionate Care</strong></td>
<td></td>
</tr>
<tr>
<td>time to provide care and support to a family member in situations where the family member is gravely ill with a significant risk of death</td>
<td>limited to 8 weeks within a 26-week period purchase at employee contribution rate</td>
</tr>
</tbody>
</table>
Steps to figure out if a purchase of service is worthwhile

- Calculate your purchase of service cost using the online Purchase Cost Estimator at the Teachers’ Pension Plan website: tpp.pensionsbc.ca. Print off the results. If you have received a Statement of Cost from the plan, you will not need to use the Purchase Cost Estimator.

- Do a pension estimate using your Personalized Pension Estimator at My Account on the Teachers’ Pension website: tpp.pensionsbc.ca. Enter the date on which you would like to retire. Click Perform Estimate and print the results.

  Note: If you have not previously logged on to My Account, you will need your 2006 Member’s Benefit Statement at hand. Your username and temporary password to access My Account can be found in Section 1 Personal Information on the statement.

- Do a second pension estimate using same date entered in Step 2. Beside the label Additional Pensionable Service, fill in the amount of time you are purchasing as shown on the printed results page from the Purchase Cost Estimator¹ and or the printed Statement of Cost from the Teachers’ Pension Plan. Click Perform Estimate and print the results.

- Compare the two pension estimates.² The highlighted amount is the amount you will get up to age 65; the top number above the bridge amount is the amount you will get after age 65. Make notes of the increase in the pension amount as a result of the purchase of service.

- Calculate the cost return. Divide the cost of the purchase (as determined by the online Purchase Cost Estimator or the printed Statement of Cost from the Teachers’ Pension Plan) by the amount of the pension increase derived if you purchase the service. The answer you get is the cost pay back time in months. If that number is less than 120 months, the purchase may well be to your financial advantage.

¹Note: If you are purchasing a 100% unpaid leave (general, maternity, parental) then you are purchasing both pensionable service and contributory service and can thus enter the amount of time on the “Additional Pensionable Service” line. If, however, you are purchasing a partial leave, i.e., you worked half-time and were on leave for half-time in a school year, you are only purchasing pensionable time because you will have already accrued the contributory time. If that is the case, there is currently no way to only add pensionable service only to the “Additional Service” line. This will thus impact on exactly when you would achieve an unreduced pension. This aspect of the Estimator should be rectified by the end of the 2007–08 school year.

²Updated August 2010
In accordance with Article G.26 of the current teacher's contract, you are granted Maternity Leave without pay (17 weeks) and Parental Leave without pay (35 weeks) effective as above. If not already submitted, please forward medical documentation in support of your request.

Please note that six weeks prior to your return, you are responsible for confirming in writing (email is sufficient) the exact date of your return to your teaching duties, with the Human Resources Department. Keeping us informed enables us to correctly record your date of return for payroll purposes.

Please note that your leaves are without pay. While you are on leave, you will not make contributions to the Teacher Pension Plan. You can increase the value of your pension by purchasing the pensionable service you were not credited for. For more information, including application deadlines, please check the Purchasing Leaves of Absence fact sheet, available on the Teacher Pension Plan's website at tpp.pensionsbc.ca. For information regarding the Supplemental Unemployment benefit Plan, please contact the Payroll Department.

Sincerely,

Mr. Rod Alnutt, District Administrator Human Resources - Teaching Staff RA:pn

COPY: ++ PRINCIPAL ++ DELTA TEACHERS'ASSOCIATION ++ PAYROLL ++ FILE ++
PERSONNEL PRACTICES FOR JOB SHARING

The sharing of a teaching position is subject to the approval of a school principal, who, in the course of staffing her/his school must determine whether such a shared assignment will serve the best educational interests of the pupils and the school. Teachers interested in applying must consider the issues concerned and follow the procedures outlined.

A. Procedure

1. Procedures for initiating job sharing:
   a. In preparing a proposal, prospective job share partners refer to outline of issues (Part B).
   b. Prospective teaching partners present a written proposal to a principal. The proposal should include:
      • Statement of educational advantages;
      • Programme format;
      • Designated areas of responsibility;
      • Evaluation criteria to determine success of programme (see Procedure No. 3);
      • An understanding about TOC procedure (see issue No. 7).

2. Procedures for approving job sharing (March-April):
   a. Prospective teaching partners and principal discuss the proposal;
   b. Principal may recommend proposal to Assistant Superintendent for approval;
   c. A request for a shared assignment shall not be unreasonably denied.

3. Procedures for renewal of job share (April):
   a. Teacher-partners re-apply annually to principal for approval of continuation of programme;
   b. Evaluation for determining renewal shall include:
      • Advantages and disadvantages to pupils;
      • Advantages and disadvantages to teachers;
      • Advantages and disadvantages to district;
      • Estimated probability of success;
      • Other.

B. Issues

1. **Pupil needs.** Must be the prime concern.

2. **Programme must be educationally sound.** How will quality education and programme continuity be addressed?
3. **Scheduling.** Split year, 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/issues)
   - With staff and principal (on all school issues)
   - With parents (ongoing, parent-teacher interviews, special meetings)

7. **TOC Procedures:**
   - For a short-teen (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 of 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 (B11).

9. **Annual review of shared programme.**
C.30 Part-time Employees' Employment Rights:

1. Part-time employees are employees employed on the equivalent of less than an annual full-time basis. They shall be paid salary and earn sick leave prorated 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 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 a full year's pension credit.
**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 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 E25 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.
Job Share

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

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).

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.

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

**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 Learning Assistant.

**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.