



Bargaining Proposal—2019

Proposal Number: U55

Date: March 13, 2019 Time: 11:25am

**ARTICLE G. PREGNANCY, PARENTAL, ADOPTION AND
SUPPLEMENTAL EMPLOYMENT INSURANCE
BENEFITS (SEB) PLANS**

1. Pregnancy Leave

An employee shall be entitled to a pregnancy leave of absence for up to seventeen (17) consecutive weeks as provided in Part 6 of the *Employment Standards Act (ESA)*.

2. Parental Leave

- a. An employee, including a birth parent or an adopting parent, shall be entitled to a parental leave of absence of up sixty-two (62) weeks including weeks during non-teaching time, as provided in Part 6 of the *ESA*. Leaves may be on a part-time basis at the request of the employee.
- b. Employees accessing the leaves in Article G._.1 and G._.2.a shall continue to receive and be entitled to any pension, medical, or other plan beneficial to the employee, and the accumulation of sick leave, seniority, and experience credit for increment purposes. The employee shall pay the employee share of the premiums or pension contributions, and the employer shall pay the employer share of the premiums or pension contributions.

3. Extended Parenthood Leave

- a. An employee, including a birth parent or an adopting parent, shall be entitled to a parental leave of absence:
 - i. which may be in addition to Article G._.2.a for a stated period of time not to exceed two (2) years such that the return to active employment will coincide with the commencement of a term, semester, quarter, or following the spring or winter break, unless the employer and employee agree otherwise.

- b. Employees accessing the leave in Article G._3.a shall continue to be eligible to maintain participation in the benefits with the employee paying the employee share of the premiums and the employer paying the employer share of the premiums.

4. Assignment on Return from Leave

- a. Employees returning from a leave provided in this article shall be entitled to return to the same assignment.
- b. In the event that the circumstances on which the leave was based change significantly, an employee may return to work earlier than contemplated. Where possible, the employer shall be notified at least ten (10) working days prior to the intended earlier return.
- c. Should an employee on leave, as provided in this article, become disabled from employment, the employee may request an early return from leave and the employer shall place the employee on sick leave or, where no paid sick leave credits exist, on medical leave.

5. Supplemental Employment Insurance Benefits (SEB): Pregnancy Leave

- a. When an employee takes pregnancy leave pursuant to the *ESA* and this Collective Agreement, the employer shall pay the employee:
 - i. One hundred percent (100%) of their current salary for the first two (2) weeks of the leave, including weeks during non-teaching time.
 - ii. One hundred percent (100%) of their current salary less any amount received as Employment Insurance (EI) benefits, for an additional fifteen (15) weeks, including weeks during non-teaching time.
- b. Current salary shall be calculated as 1/40 of annual salary where payment is made over ten (10) months. Upon request, an employee shall have the option of having current salary calculated as 1/52 of annual salary where payment is made over twelve (12) months. Benefits are payable in each month of the calendar year, regardless of eligibility for EI and regardless of the start date of the contract.

6. Supplemental Employment Insurance Benefits (SEB): Parental Leave

- a. When an employee takes pregnancy leave, pursuant to the *ESA* and this Collective Agreement, the employer shall pay the employee:
 - i. One hundred percent (100%) of their current salary for the first two (2) weeks of the leave, including weeks during non-teaching time.

- b. For an additional period of up to thirty-five (35) weeks, the employer shall pay:
 - i. Effective July 1, 2019, sixty percent (60%) of the employee's current salary less any amount received as EI benefits. If the employee opts for the Extended Parental Benefits, the EI deduction for the purposes of calculations shall be the Standard Parental Benefits rate.
 - ii. Effective July 1, 2020, seventy-five percent (75%) of the employee's current salary less any amount received as EI benefits. If the employee opts for the Extended Parental Benefits, the EI deduction for the purposes of calculations shall be the Standard Parental Benefits rate.
- c. Current salary shall be calculated as 1/40 of annual salary where payment is made over ten (10) months. Upon request, an employee shall have the option of having current salary calculated as 1/52 of annual salary where payment is made over twelve (12) months. Benefits are payable in each month of the calendar year, regardless of eligibility for EI and regardless of the start date of the contract.

Any and all superior provisions contained in the previous Collective Agreement shall remain part of the Collective Agreement.

Signed this _____ day of _____, 2019

For BCTF

For BCPSEA