



Bargaining Proposal—2019

Proposal Number: U131

Date: August 30, 2019 Time: 11:00am

ARTICLE G. FAMILY CAREGIVING—CRITICAL ILLNESS LEAVE

1. For the purposes of this article “family member” means:
 - a. in relation to an employee:
 - i. a member of an employee's immediate family;
 - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian;
 - iii. the spouse of an employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;
 - b. in relation to an employee's spouse:
 - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
 - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
2. For the purpose of this article,
 - a. A caregiver is a family member providing care or support to the person who is critically ill or injured.
 - b. Care is defined as participating in the care of a critically ill or injured person.
 - c. Support is defined as providing psychological or emotional support to a critically ill or injured person.
3. Upon request, the employer shall grant an employee a family caregiver leave of up to either:
 - a. seventeen (17) weeks for the care of a critically ill or injured person 18 or over.
 - b. thirty-seven (37) weeks for the care of a critically ill or injured person under 18.

4. Such leave can be taken during the 52 weeks following the date the person is certified by a medical doctor or nurse practitioner to be critically ill or injured. Such leave shall be taken in units of one or more weeks.
5. Family caregiver leave supplemental Employment Insurance (EI) benefits:
When an 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. one hundred percent (100%) of the employee's current salary, less any amount received as EI benefits for an additional period of:
 - i. ~~fifteen (1)~~ **five (5)** weeks, including non-teaching time, for the care of a person 18 years of age or older,
 - ii. ~~thirty-five (35)~~ **fifteen (15)** weeks, including non-teaching time, for the care of a person under 18 years of age,
 - c. current salary shall be calculated as 1/40 of annual salary where payment is made over ten months or 1/52 of annual salary where payment is made over twelve months.
6. The employee's benefit plans coverage will continue for the duration of the family caregiver leave on the same basis as if the employee were not on leave.
7. The employer shall pay, according to the Pension Plan regulations, the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part or all of the duration of the family caregiver leave.
8. Seniority shall continue to accrue during the period of the family caregiver leave.
9. An employee who returns to work following a leave granted under this article shall be placed in the position the employee held prior to the leave or in a comparable position.

(Note: The definition of "family member" in Article G. __.1 above, shall incorporate any expanded definition of "family member" that may occur through legislative enactment.)

(Note: This leave will be in addition to any existing short-term provisions for family responsibility and critical illness leave)

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