

IN THE MATTER OF AN ARBITRATION

BETWEEN

THE SCHOOL DISTRICT OF MYSTERY LAKE

-and-

THOMPSON TEACHERS' ASSOCIATION

RE MATERNITY LEAVE TOP-UP

The above noted parties were scheduled to go to arbitration on March 27, 2015, regarding a grievance on the payment of maternity leave top-up over non-teaching periods (summer, Christmas and spring breaks).

The parties were able to agree to the following terms that will be included in their collective agreement to settle the grievance:

Top-Up Benefits

5. Effective July 1, 2015, a teacher taking maternity leave and/or parental/adoptive leave pursuant to this article shall be entitled to receive pay equivalent to ninety percent (90%) of the teacher's gross salary at the time the leave commenced plus any subsequently negotiated salary adjustments for up to one hundred and thirty-five (135) teaching days, which pay will include any employment insurance benefits received in accordance with this article.
6. Effective July 1, 2015, the District shall pay a teacher on maternity leave and/or parental/adoptive leave:
 - (a) if the teacher's two (2) week or ten (10) day waiting period falls entirely on teaching days, ninety percent (90%) of the teacher's gross salary plus up to seventy-five (75) teaching days of maternity leave top-up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on either maternity or parental leave and continues to receive employment insurance benefits;

- (b) if the teacher's two (2) week or ten (10) day waiting period falls partially or entirely within a non-teaching period, ninety percent (90%) of the teacher's gross salary for any teaching days and up to eighty-five (85) teaching days of maternity leave top-up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on either maternity or parental leave and continues to receive employment insurance benefits;
- (c) up to fifty (50) teaching days of parental/adoptive leave top-up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on parental/adoptive leave and continues to receive employment insurance benefits.

For greater certainty, a teacher who is receiving employment insurance benefits shall be entitled to:

- (a) one hundred and thirty-five (135) teaching days of pay and/or top-up benefits if the teacher takes both maternity leave and parental/adoptive leave;
- (b) eighty-five (85) teaching days of pay and/or top-up benefits if the teacher only takes maternity leave;
- (c) fifty (50) teaching days of pay and/or top-up benefits if the teacher only takes parental/adoptive leave;

unless the teacher takes a shorter period of maternity leave or parental/adoptive leave in which case, the pay and/or top-up will be pro-rated to reflect the actual number of teaching days taken. The parties acknowledge that the top-up payment made by the District for maternity leave may extend into the period of time that the teacher is on parental leave but the payment is intended to be a top-up of maternity leave benefits.

8. **Non-Application**

This article shall not apply to any teacher who is employed on a term contract during the teacher's first year of employment. All other teachers shall be eligible to receive the top-up benefits once they have been employed for a period of seven (7) months by the District.

We expect that divisions currently involved in contract negotiations with teachers and/or who have received a grievance or letter regarding the division's practise of maternity leave top-up will be contacted by your local association seeking resolve based on this settlement.

If this is your situation or you have any questions regarding this issue please contact the Labour Relations Consultant assigned to your division.