

**Report of the TFEU representatives on a joint committee to address changes to the  
Employment Insurance waiting period**

Nick Rennie and Emily O'Neill met with Una Walsh and Donna Coulombe to discuss the recent changes made to the Employment Insurance waiting period and the implications of those for the pregnancy and parental leave provisions in our collective agreement. We've arrived at an LOU (see attached) that we think covers all of the necessary bases.

The waiting period has been reduced from two weeks to one week. However, people on pregnancy/parental leave may still only collect EI benefits for a maximum of 50 weeks. With our SEIB plan as written, this would result in TFEU members receiving a paid leave of 51 weeks instead of the current and expected 52.

It was made clear in the meetings that the BCTF has no intention of capitalizing on this change to reduce our benefit. The solution is in the new 32.7, which states that an employee will receive an additional week of paid leave at 95% of the employee's salary at the end of their parental leave, or at the end of a pregnancy leave that has not been followed by a parental leave. This should account for TFEU members who do not take a full 52 week leave for whatever reason. The LOU ensures that everyone taking a pregnancy/parental leave is still given two weeks at 95% plus the length of their leave, up to a maximum of 52 weeks.

The TFEU Bargaining Committee has reviewed and signed the LOU.

Respectfully,

Emily O'Neill and Nick Rennie  
June 21, 2017

Letter of Understanding Between  
The BCTF and TFEU  
Regarding  
Article 32-Supplemental Employment Insurance Benefit Plan  
– Pregnancy and Parental

Whereas the Federal government, effective January 1, 2017, has reduced EI waiting periods from two weeks to one week, the parties agree to the following changes to Article 32 of the BCTF – TFEU 464 2016 -2021 Collective Agreement:

**32. ARTICLE 32—SUPPLEMENTAL EMPLOYMENT INSURANCE BENEFIT PLAN— PREGNANCY AND PARENTAL**

32.1 A Supplemental Employment Insurance Benefit Plan Maternity—(SEIB) is available when a Continuing employee, regardless of seniority, or a Term employee with a minimum of 12 months seniority has applied for and is in receipt of employment insurance pregnancy or parental benefits while on pregnancy or parental leave authorized under Article 30—Pregnancy Leave, or Article 31—Parental Leave of this agreement.

32.1.1 Employees not included in 32.1 shall be entitled to leave as per applicable legislation (Employment Standards Act and EI Act).

32.2 An Employee's entitlement to supplemental employment insurance benefit shall be for a maximum of fifty-two ~~one (52) (51)~~ weeks inclusive of the ~~two one (2) (1)~~ week waiting period.

32.3 The SEIB will equal:

- i. 95% of an Employee's regular pay for the ~~two one~~ week EI waiting period;
- ii. 95% of an Employee's regular pay for 15 weeks of pregnancy leave; and
- iii. 95% of an Employee's regular pay for 35 weeks of parental leave.

32.4 This benefit expires when:

- a. the Employee returns to work, or
- b. the Employee resigns, or
- c. the Employee is no longer on pregnancy leave, parental leave, or
- d. the Employee is no longer eligible for employment insurance benefits.

32.5 **Employees do not have a right to Supplemental Employment Insurance Benefit payments except for supplementation of Employment Insurance benefits during the employment period as specified in the plan.**

32.6 Supplemental Employment Insurance Benefits shall be based on the Employee's last monthly salary on the last day he/she worked.

32.7 **At the end of either a parental leave, or a pregnancy leave which has not been followed by a parental leave, and when an employee has been in receipt of Employment Insurance Benefits during such leave, the employer will pay an additional week of paid leave at 95% of the employee's salary as per Article 32.6**

- 32.8 The Union and the Employer will review the operation of the Supplemental Employment Insurance Benefit Plan—Pregnancy and Parental if the law related to this plan changes during the life of the contract.
- ~~32.7 Employees do not have a right to Supplemental Employment Insurance Benefit payments except for supplementation of Employment Insurance benefits during the employment period as specified in the plan.~~
- 32.9 Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.
- 32.10 The changes to the existing SEIB Plan are subject to regulatory approval.

Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2017 at Vancouver. BC.

---

For the BCTF

---

For the TFEU