

Article Eight

Supplemental Employment Benefits Plan

8.1 Preamble

In recognition that there will be a health-related portion of every maternity leave during which a woman will be medically unfit for duty as a teacher for health-related reasons due to pregnancy, delivery or post-delivery, benefits for this period will be paid under the provisions of a Supplemental Employment Benefits Plan (SEB Plan) designed by boards of education in accordance with the registration requirements of the Benefits Program, Canada Employment and Immigration.

8.2 Entitlement

For the purposes of this Article, a woman is deemed to be medically unfit for duty as a teacher for health-related reasons due to pregnancy, delivery or post-delivery, for a period commencing on the estimated date of birth or the date of delivery, whichever is earlier, as certified by a qualified medical practitioner. A qualified medical practitioner includes a nurse practitioner or registered midwife.

8.2.1 A teacher is eligible for SEB Plan benefits if she is:

- (a) medically unfit for duty as a teacher for health-related reasons due to pregnancy, delivery or post-delivery;
- (b) in receipt of employment insurance benefits, when serving the one-week waiting period or in the period between the estimated date of birth or date of delivery, whichever is earlier, and the conclusion of the one-week waiting period; and
- (c) on maternity leave.

8.2.2 Every teacher who is eligible for SEB Plan benefits in accordance with Clause 8.2.1 is entitled to such benefits for a period commencing the estimated date of birth or the date of delivery, whichever is earlier, without being required to provide medical evidence.

8.2.2.1 The Government of Saskatchewan shall reimburse a board of education its SEB Plan costs in excess of six weeks.

8.2.3 Maximum Eligible Period

The maximum time to be used in determination of the benefit period is 17 weeks.

8.3 Privacy of Personal Information

8.3.1 The collection, use, disclosure, storage and retention of personal information for purposes of this Article must comply with the principles of privacy and with the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act*.

8.3.2 Personal medical information collected for the purposes of Article 8 should not be retained in the personnel file. The separate teacher-specific medical file should be maintained by, and accessible to, the teacher and the designated official only.

8.3.3 Such information should be retained and destroyed in accordance with the principle that personal information is destroyed when it is no longer required for the purposes for which it was collected.

8.4 Administration of SEB Plan

8.4.1 Forms

- 8.4.1.1 A teacher shall apply to the board of education for SEB Plan benefits using Form 8-I Application – Supplemental Employment Benefits (attached to this Agreement in Appendix A).
- 8.4.1.2 On delivery of the child, a teacher shall submit to the board of education Form 8-II Qualified Medical Practitioner’s Report – Confirmation of Date of Delivery (attached to this Agreement in Appendix B).
- 8.4.1.3 The forms referred to in this Article are the only forms used in the administration of the SEB Plan and shall only be modified by mutual agreement of the parties to this Agreement.

8.4.2 Application Procedures for SEB Plan Benefits

- 8.4.2.1 The teacher shall submit Form 8-I and Form 8-II no later than 120 days following the birth of her child. It is preferred that Form 8-I accompany the notice of intention to take a maternity leave.
- 8.4.2.2 The board of education shall administer the application in a timely fashion.

8.4.3 Calculation and Payment of Benefits

- 8.4.3.1 Form 8-III Calculation – SEB Plan Payment (attached to this Agreement as Appendix C) is the form used to calculate the payment.
- 8.4.3.2 Effective August 31, 2019 for the period of eligibility as determined in Clause 8.2, the board of education shall pay to the teacher the following amounts:
 - (a) 95% of the teacher’s weekly salary entitlement for the one-week waiting period; and
 - (b) the amount required on a weekly basis to supplement the teacher’s employment insurance benefit to 95% of her salary for the remaining period of eligibility.
- 8.4.3.3 The teacher’s weekly salary entitlement shall be calculated as follows:

$$\frac{5}{\text{Number of school days in the school year}} \times \text{Rate of salary in effect}$$

Where “rate of salary in effect” includes the salary and allowances normally paid to the teacher in accordance with provincial and local collective bargaining agreements.

- 8.4.3.4 Benefits under the provisions of this Article are payable in respect of the number of school days prescribed by the Minister of Education in accordance with the provisions of *The Education Act, 1995*.
- 8.4.3.5 The board of education shall commence payment of benefits in accordance with this Agreement and local collective bargaining agreements.
- 8.4.3.6 Benefit payments under the provisions of this Article are subject to the usual deductions as if the teacher were actively teaching and as required by the respective benefit plan sponsors.

8.4.4 Related Benefits

- 8.4.4.1 A teacher in receipt of SEB Plan benefits is entitled to increment credit in accordance with Article 3 of this Agreement and annual sick leave entitlement in accordance with Article 7 of this Agreement for the period the teacher is in receipt of SEB Plan benefits.
- 8.4.4.2 A teacher in receipt of SEB Plan benefits shall make prescribed contributions in accordance with *The Plan Text of the Saskatchewan Teachers’ Retirement Plan* and *The Teachers Superannuation and Disability Benefits Act*.