

ARTICLE 18
PREGNANCY/PARENTAL/ADOPTION LEAVE

18.01 PREGNANCY/PARENTAL LEAVE

18.01.1 A Member may request and the Board shall grant pregnancy/Parental Leave as provided for by the current *Employment Standards Act*.

18.01.2 A Member may request and the Board shall grant an Extended Parental Leave provided:

- a) that such leave is applied for six (6) weeks prior to the projected date of commencement of the leave;
- b) the Board and the Union agree that a return date that coincides with the start of a school semester is beneficial to staff and students alike;
- c) notwithstanding 18.01.2 b) above, that for the purpose of this clause, the maximum leave shall be two (2) years;
- d) that the Member is required to stipulate the date on which the Member will resume duties on the "Request for Leave of Absence". Any change to this date must be mutually agreed to by the parties;
- e) Upon return to duty, the Member shall:
 - i) return to the same position at the same level of responsibility and at the same school as that from which leave was taken, if such position is available;
 - ii) return to a comparable position at the same level of responsibility at the same school if the Member's position no longer exists;
 - iii) retain all rights and benefits accrued to the commencement of the leave; and
 - iv) be placed on the salary schedule according to his/her years of teaching experience and certification.

18.02 **ADOPTION LEAVE**

18.02.1 A Member who wishes to adopt a child shall be granted a leave of absence as provided for by the *Employment Standards Act*.

18.02.2 Extended Parental Leave as set out in Article 18.01 above shall include Extended Adoption Leave.

18.03 **BENEFITS DURING PREGNANCY/PARENTAL/ADOPTION LEAVE**

18.03.1 For the duration of the statutory Pregnancy/Parental/Adoption Leave in accordance with the *Employment Standards Act*, the Board will continue the employee's benefits at the Board's normal premium subsidization for the first twelve (12) months. Employees on Extended Parental Leave may continue their benefit plans beyond twelve (12) months by paying 100% of the benefit costs on a monthly basis.

18.03.2 The Board shall provide for Members on Pregnancy/Parental/Adoption Leave a Supplementary Employment Insurance Plan approved by Human Resources Development Canada. For each week of the two (2) week mandatory waiting period, the plan will pay a sum equal to 100% of the Member's regular weekly earnings. This Supplementary Employment Insurance Plan is limited to one of the parents.

18.03.3 For pregnancy leaves only, the Board will pay a top-up amount for a maximum eight (8) week period immediately following the birth of a child as follows:

- a) The top-up pay will be 100% of the Member's regular weekly earnings for the two (2) week waiting period and the difference between what the Member receives from the Employment Insurance and her regular weekly earnings for the remaining six (6) weeks.
- b) To receive pay, the Member must provide proof that she has applied for and is in receipt of Employment Insurance benefits.
- c) The Member is not required to submit medical proof of illness.

18.04 A Member on Pregnancy/Parental/Adoption Leave, as provided for by the current *Employment Standards Act*, or on an Extended Parental Leave granted by the Board shall have equal consideration when the Member applies for a job posting.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.