

EXCERPT FROM THE TEACHERS' COLLECTIVE AGREEMENT
(September 1, 2016 -August 31, 2018)

20. Maternity Leaves and Entitlements

20.1 Maternity Leave

- 20.1.1 Teachers with temporary, probationary or interim contracts may access personal leave for maternity reasons under clause 18.1.2(d) for up to one (1) year from the date of delivery or until the completion of their contract, whichever occurs first. This leave may begin prior to, but not later than, the expiration of the teacher's sick leave entitlements as per 20.2.1.
- 20.1.2 Maternity leave in accordance with clauses 20.1.3 to 20.1.8 shall be granted to a teacher who is currently on contract and who has provided one (1) year of consecutive service under an interim, temporary, probationary and/or continuing contract in the year preceding the starting date of the leave. "Natural Breaks" as defined in Clause 1(d) and periods of time up to a total of six (6) weeks when the teacher is not under contract, shall not be considered an interruption of consecutive service in the application of clause 20.1.2.
- 20.1.3 Maternity leave shall be for a minimum of 15 weeks. Maternity leave combined with parental leave shall be for a maximum of 52 weeks. The first 20 weeks of the combined leave shall be with benefits but without salary. After the 20 week period, the leave shall be without salary or Board contributions to benefits.
- 20.1.4 The teacher shall notify the Board in writing of the commencement date of maternity leave at least six (6) weeks prior to the beginning of the leave. Where possible, the teacher should notify the Board three (3) months prior to the commencement date. The teacher shall provide the Board with a statement from a physician indicating the anticipated date of delivery.
- 20.1.5 Maternity leave shall commence at the discretion of the teacher at any time prior to and including the delivery date.
- 20.1.6 The teacher may terminate the maternity leave with a four (4) week, prior written notice at any time during the maternity leave period.
- 20.1.7 Upon completion of maternity leave, the teacher shall be assigned to the same school to which she was assigned at the commencement of the leave on the same basis as continuing members of that staff.

20.1.8 A teacher who is eligible for maternity leave under 20.1.2 is entitled to access parental leave immediately following the maternity leave as per clause 21.

20.2 Maternity Entitlements

“Maternity Supplement” means an amount paid by the Board to a teacher on a continuing contract who is not working for reasons of pregnancy or maternity. During the two (2) week Employment Insurance waiting period, the maternity supplement will equal 100 per cent of the teacher’s regular salary. For subsequent weeks, the supplement is equal to the difference between the teacher’s regular earnings and the Employment Insurance benefits to which the teacher is entitled.

20.2.1 Teachers with temporary, probationary or interim contracts, during the period of medical disability surrounding the delivery date, shall be entitled to access any sick leave entitlements earned. Once their sick leave entitlement is exhausted, no further sick leave or salary shall be paid.

20.2.2 Teachers with continuing contracts, who are medically disabled due to pregnancy, shall be entitled to access sick leave benefits as per clause 18.2 until the birth of the child.

- (a) the Board shall pay the maternity supplement to the birth mother in the following circumstances:
- (i) for a period of six (6) weeks commencing with the birth of the child, without medical documentation;
 - (ii) for a period beyond six (6) weeks, if the teacher provides supporting medical documentation to the board. This extension is subject to the restrictions of clause 18.2.
 - (iii) in lieu of sick leave benefits:
 - when a teacher takes an unpaid, voluntary leave prior to being medically unable to work, and
 - is in receipt of Employment Insurance benefits, and
 - chooses to continue her Employment Insurance benefits during the period of medical disability prior to the birth.

If applicable, the supplement shall be continued beyond six (6) weeks after the date of birth as per clause 20.2.2(a) (ii).

- (b) The maternity supplement will not be paid for any days that teachers are not scheduled to work e.g. Christmas break, spring break and the summer.

20.2.3 No further sick leave or maternity supplement shall be paid following the 90-day elimination period for extended disability benefits.

21. Parental/Adoption Leave

- 21.1 Leave in accordance with clauses 21.2 to 21.6 shall be granted to a teacher who is currently on contract and who has provided one (1) year of consecutive service under an interim, temporary, probationary and/or continuing contract in the year preceding the starting date of the leave. "Natural Breaks" as defined in Clause 1(d) and periods of time up to a total of six (6) weeks when the teacher is not under contract, shall not be considered an interruption of consecutive service in the application of clause 21.1.
- 21.2 Parental leave shall be available as follows:
- (a) for a maximum of 37 weeks without salary or benefits,
 - (b) for teachers who have not accessed maternity leave, parental leave shall commence at the discretion of the teacher at any time within 52 weeks from the date of birth provided that the teacher supplies the Board with documentation of the birth,
 - (c) teachers who have accessed maternity leave, shall be entitled to commence parental leave immediately following maternity leave.
- 21.3 Parental leave for the purpose of adoption shall be available as follows:
- (a) for a maximum of 37 weeks without salary,
 - (b) with benefits for the first 20 weeks for one (1) parent only,
 - (c) commence at the discretion of the teacher at any time within 52 weeks from the date of birth or the date the child is placed provided that the teacher supplies the Board with proof of the impending adoption.
- 21.4 The teacher:
- (a) shall, except in extenuating circumstances, provide six (6) weeks written notice to commence the leave,
 - (b) may terminate the leave with four (4) weeks written notice at any time during the 37 week leave period.
- 21.5 Following parental leave, the teacher shall, upon request, be granted leave in accordance with clause 18.1.1 and 18.1.2 (d) to:
- (a) a natural break in the school year,
 - (b) the end of the school year in which the leave commenced,
 - (c) a natural break in the next school year,
 - (d) the end of that school year, or
 - (e) any other time approved by the Board.
- 21.6 Upon completion of the leave granted under clause 21.2 and 21.3, the teacher shall be assigned to the school to which the teacher was assigned at the commencement of the leave, on the same basis as continuing members of that staff.

21.7 If both parents are employed by the Board, the Board may grant parental leave to both parents simultaneously.

22. Leave for Arrival of a Child

22.1 A teacher shall be granted a maximum of three (3) operational days of leave with salary and benefits on the occasion of the birth of his/her child.

These days must be taken within two (2) weeks of:

- (a) the date of birth; or
- (b) the day the child is released from the hospital; or
- (c) the day the mother is released from the hospital.

The teacher may choose to take the days consecutively or separately.

22.2 A teacher shall be granted a maximum of three (3) operational days of leave with salary and benefits on the occasion of the arrival of an adopted child.

These days must be taken within two (2) weeks of:

- (a) the date of placement; or
- (b) the day the child is released from the hospital.

The teacher may choose to take the days consecutively or separately.