

28

PREGNANCY PARENTAL LEAVE GUIDE

District 28 Renfrew



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Introduction

This guide is meant to help you prepare for your pregnancy/parental leave. The following offers an overview of issues related to pregnancy/parental leaves and benefits, and provides answers to many questions that commonly arise. Although the information in this guide was up-to-date at time of publication, changes in government legislations or policies may occur at any time. Make sure you verify information regarding leaves and benefits prior to making any decisions. For additional information regarding the relevant provisions in your collective agreement as well as the specific policies of your employer, please contact the District Office at 613-585-2899 or osstf28@gmail.com. Provincial OSSTF has also produced a Guide to Pregnancy and Parental Leaves, which can be found on the Provincial Website at <http://www.osstf.on.ca/>

Provincial MOU

OSSTF signed a Memorandum of Understanding (MOU) with the Provincial Government which has had a major impact on Pregnancy Leaves. In short, as of May 1, 2013 ALL ENTITLED OSSTF employees are eligible for 8 weeks of 100% salary. An eligible employee is one previously eligible under the collective agreement, employees in a long-term assignment and full-time employees who work at least 24 hours per week. The start date for payment of benefits is the earlier of the due date, or the birth of the child. **Also new in the MOU**, is that a member does not have to return to work after the birth of another child in order to be eligible for another 8 weeks of 100% pay. Previously, if a member became pregnant during a maternity leave, she would have to return to work in order to be eligible for supplementary employment benefits from the employer.

Collective Agreement

Below is local collective agreement language from the District 28 TBU agreement that pertains to pregnancy and parental leave. This agreement and other Bargaining Unit agreements can be found in their entirety on our local website www.osstfd28.ca.

16.08 Pregnancy and Parental Leave

The Board provides pregnancy and parental leave for teachers for such period before and after delivery or adoption of a child as will serve the interests of the students, the Board and the teacher concerned, and in conformity with the requirements of the *Employment Standards Act, RSO 1990*. Pregnancy is regarded as a normal health condition and not as sickness. No distinction is made between illness resulting from pregnancy and other types of illness for the purpose of sick leave coverage.

(a) Pregnancy Leave

- (i) For teachers with 13 weeks or more of continuous service with the Board prior to the date of birth:
 - (1) A teacher may take pregnancy leave for that period during pregnancy and following delivery according to the Employment Standards Act, RSO 1990.
 - (2) Leave may not begin earlier than seventeen (17) weeks prior to expected date of birth. Four (4) weeks notice shall normally be given prior to the beginning of leave.
 - (3) The teacher may return earlier than expiration of the seventeen (17) weeks by giving four (4) weeks written notice prior to the original proposed return date and with medical approval.
 - (4) For the duration of the leave sick leave time shall continue to accumulate and shall not be reduced except by illness. Board contributions to benefits shall continue and experience for increment and seniority purposes shall accrue.
 - (5) Written documentation is required in:
 - (A) the application for leave beginning and ending dates and probable delivery date;
 - (B) medical practitioner's documentation indicating pregnancy, probable delivery date, fitness for return for return to duty, need for extension of leave; and
 - (C) confirmation of leave including beginning and ending dates.
 - (D) within one (1) month of the expected date of delivery, the teacher shall notify the Board of the teacher's intent to access either a) the E.I top-up as outlined in Clause 16.08 (d) or b) the teacher's accumulated sick leave credits to a maximum of six (6) weeks from the date of delivery provided the teacher has sufficient credits available.
 - (6) Subject to redundancy provisions (Article XXIV) the teacher will be returned to the position held at the beginning of the leave period.
 - (7) The teacher may extend the leave into parental leave by giving four (4) weeks written notice prior to the original date given for ending the pregnancy leave.
- (ii) For teachers with less than 13 weeks of continuous service with the Board prior to date of birth:
Except for 6 and 7 above, all of clause 16.08 (a) shall apply.

(b) Parental Leave

For teachers with thirteen (13) weeks continuous service with the Board prior to the beginning of the leave.

- (i) Leave may be up to thirty-five (35) weeks at the wish of the teacher.
- (ii) In the case of the mother, leave shall begin immediately following pregnancy leave except when the mother does not have custody of the child at birth.
- (iii) In the case of the partner, leave must begin within fifty-two (52) weeks of the custody and may begin two (2) weeks before custody.
- (iv) In the case of adoption, leave must begin with fifty-two (52) weeks of the custody and may begin two (2) weeks before custody.
- (v) Written notice must be given two (2) weeks prior to beginning of leave. Any extension of a leave or early return from leave as first indicated requires four (4) weeks notice.
- (vi) Board contribution to benefits will continue.
- (vii) Sick leave time, experience and seniority shall accrue during the leave.
- (viii) Subject to redundancy provisions (Article XXIV) the teacher will be returned to the position held at the beginning of the leave period.

(c) Extended Leave

- (i) An extended Pregnancy/Parental Leave shall be granted for a period not to exceed one (1) year. The duration of the leave, commencing date and termination date are at the discretion of the Board and subject to mutual agreement with the teacher.
- (ii) During the extended leave:
 - (1) experience for seniority shall accrue; and
 - (2) a teacher may elect to pay full benefit premiums to keep coverage in effect.
- (iii) Subject to redundancy provisions (Article XXIV) and with the exception of Clause 16.08 (a) (ii) the teacher will be returned to the same school as assigned to prior to the commencement of the leave.

(d) SEB Plan

Subject to the applicable legislation, the Board shall provide a teacher on leave pursuant to Clause 16.08 (a) or (b) with a Supplementary Employment Benefit Plan providing for payment of the first two (2) weeks of leave at the normal Employment Insurance rate for the eligible teacher.

- (i) A Pregnancy/Parental Leave SEB Plan shall provide for payment of the first two (2) weeks of Pregnancy/Parental Leave of the normal Employment Insurance rate for each eligible teacher.
- (ii) For the six (6) week period immediately following the birth of her child, the Board shall top-up benefits as a supplement to the teacher's Employment Insurance pregnancy benefit entitlement, without the requirement to submit medical proof of illness. The amount of the top-up shall be equal to the difference between the amount of the teacher's Employment Insurance pregnancy benefits (which is acknowledged to be during the teacher's two [2] week waiting period if it occurs during this period) and ninety-five (95) percent of the teacher's regular weekly earnings.

The payment from the Board will be payable to the teacher only for those days during the two (2) week waiting period (SEB) and the six (6) week top-up period which fall on regular school days (maximum forty [40] days). For the purposes of this Clause,

regular weekly earnings are the teacher's salary multiplied by 5/194 days.

If the teacher is not entitled to pregnancy Employment Insurance benefits for the full six (6) week period immediately following the birth of her child, the top-up benefit payments are only required from the Board for any period corresponding with the payment of Employment Insurance pregnancy benefits.

Within one (1) month of the expected date of delivery, the teacher shall notify the Board of the teacher's intent to access either a) the E.I. top-up, as outlined in Clause (ii) above or b) the teacher's accumulated sick leave credits to a maximum of six (6) weeks from the date of delivery provided the teacher has sufficient credits available.

16.09 Leave of Absence

- (a) The Board may grant leave of absence to a teacher requesting it prior to March 1st for a leave of absence beginning anytime during the following school year. Intentions to return from leave of absence must be made prior to March 1st for return from leave absence effective at any time during the following school year. On return from the leave, the teacher, subject to the surplus-redundancy provisions of this Agreement, shall be returned to the same school assigned prior to the commencement of the leave of absence. In extenuating circumstances the Board may waive the March 1st date for either requesting a leave or for indicating a return from leave.
- (b) The Board shall grant a leave of absence to a teacher requesting it for purpose of care giving to a family member.
- (c) Teachers on leave of absence may elect to pay full benefit premiums to keep their coverage in effect.

Finances

At a Glance

Leave	Duration	Paid By	% of Gross Salary
Maternity	8 weeks (after birth)	Board/EI	100%
	9 weeks	EI	55% (* max. \$447)
Parental	35 weeks	EI	55% to maximum of \$447/wk
Extended	Not to exceed one (1) year		NIL

Employment Insurance

Each EI claim is evaluated individually. It is important to note that as of March 2009, the weekly benefit is 55% of normal salary up to a maximum of \$447. A Record of Employment will be automatically issued by the Board.

Benefits

An important decision you must make is whether you will continue with your benefits. If you elect to carry your benefits throughout your leave, you will be responsible for paying for them yourself. You will have the choice of paying one lump sum at the beginning of your leave, or setting up an automatic monthly withdrawal from your bank account. Your payment options will be outlined to you in a letter, which you will need to sign and return to the Board. (Depending on the start date of your leave, a due date will be given for return of the forms.) During the first 52 weeks of your leave, the Board shares the cost of benefits with you. If you choose to extend your leave beyond 52 weeks, you will have to pay the full cost of your benefits.

Long Term Disability

While we respect that LTD premiums are expensive, please consider continuing to pay Long Term Disability (LTD) premiums during your leave. If you become disabled during your leave, and have not paid premiums, you may not be eligible for LTD benefits if you return to work with a “pre-existing condition”. If you continue to pay LTD premiums during your leave, you will not be denied benefits for a pre-existing condition.

Pension

The rules concerning teachers’ pensions have important retirement implications for teachers taking a leave. You need to weigh your options carefully and perhaps speak with a financial planner. Options available to you include:

- Make pension contributions during your leave
- Purchase pension credits later (you can “buy back” your pension up to five years after your leave)
- Transfer RRSP’s to Pension Plan

It may seem expensive to make pension contributions during your leave; however the implications of not paying into your pension now are considerable. It is more costly to “buyback” your pension credits later, the date on which you can retire may be extended, and the amount you are entitled to upon retirement will be impacted. Teachers, if they have not already done so, should consider creating an “iAccess account.” This is Teachers’ Pension Plan online tool that allows members to estimate purchases, make purchases, change beneficiaries, submit documents, check status of pension etc. For information, contact:

Ontario Teachers’ Pension Plan at 1-800-668-0105

Website: www.otpp.ca

Ontario Municipal Employees Retirement System at 1-800-387-0813

Website: www.omers.com

Educators Financial Group (Free Financial Planning) 1-800-263-9541

Website: www.educatorsfinancialgroup.ca

College of Teachers

If your leave extends through January of any given year, you will be responsible for paying your Ontario College of Teachers fee yourself. This payment can be made after January, before April of the year of your leave by

1) Cheque/Mail (OCT sends you a form and return envelope)

2) Credit Card/Internet – www.oct.ca

The College should send you an invoice in the mail. If you do not receive one by February, please contact them at 1-888-534-2222.

Return to Work

First Paycheck

Do not count on a full paycheque when you first return to work! Depending on when you return from your leave, your first pay can be drastically reduced, or you may not be entitled to be paid the month you return (this applies to returns after March Break). The board calculates the amount of days you will be working from your return date to the end of the current school year (ex: April 1 - Jun 26/09 = 60 working days). These days are used to calculate the amount of earnings you are entitled to receive to the end of the current school year ($60/194 \times \text{annual salary}$). The board then takes this amount and starts at the last pay in June and works backwards to figure out how many full pays you are entitled to receive. These percentages are based on the Method of Payment as defined in the contract (section 11.01 (a)) or the Pay Schedule posted on the boards website (Departments – Payroll). Anything left over is the amount you would get on your first pay. In general, the earlier in the school year you return to work, the more money for that year you are entitled to receive. Anyone who is not entitled to receive a paycheque the first month they return or a very small one can contact Alice Blake in Payroll to discuss the possibility of an advance. (Please see Appendix C for a sample calculation of a return from leave.)

Early Return to Work

Should you choose to return to work earlier than your leave entitles you to, there are some steps you must take. The Board must be notified, in writing, at least 4 weeks prior to your return date. Employment Insurance must be notified!. EI payments do not stop just because you return to work fulltime. You must be proactive and make the call! 1-800-206-7218.

Checklist

When	What	Who
As soon as possible	Letter stating due date of baby from Doctor	Keep a copy in your records.
2 weeks prior to leave (by law), 4 weeks according to collective agreement, however 2-3 months is preferable	Notify the Board of your intended leave with the Pregnancy/Adoption/Parental Leave Application Form (include baby's due date – see above)	Send to HR
Prior To Leave	Prepare you class records (attendance, marks, curriculum records) for easy hand off to replacement	Check protocol with your school
Immediately after birth of baby	Statement of Live Birth Provide the EI waiting period and weekly rate. (This information can be obtained from their Service Canada account)	Send copy to HR
After birth of baby	1. Birth Certificate 2. Health Card 3. Canada Child Tax Benefit 4. Benefits	Send appropriate forms to respective government offices Contact Board to add your child to your benefits plan.
At least 4 weeks prior to return to work	Notify Board, in writing, of your intent to return to work.	Send to HR

Appendix A

Form Letter #2
Pregnancy/Adoption/Parental Leave application May 2008

Renfrew County District School Board- Human Resources Department

Pregnancy/Adoption/Parental Leave Application Form

I wish to apply for: a) __ pregnancy b) __ adoption c) __ parental leave

1. Personal Details

Last Name	First Name	Employee ID
Position/Location		
Work phone	Work e-mail	
Address while on leave		
Phone	E-mail	

2. Details of Pregnancy/Adoption/Parental Leave

Expected date of childbirth _____

(Please attach the original confirmation of due date obtained from physician)

Adoption

Expected date of child first coming into care and control of employee _____

Leave request for period ____ / ____ / ____ to ____ / ____ / ____
(D/M/Y) (D/M/Y)

SEB Plan:

Please refer to your Collective Agreement for details.

Remember: Need proof of birth and EI information (containing the waiting period, rate per week) before the Board is able to issue payment.

3. Benefits

Compulsory:

(These are the benefits you must carry as condition of employment. Please refer to your Collective Agreement and your pay statement.)

I wish to maintain the compulsory benefits Yes No

Please be advised that you will be re-enrolled in the compulsory benefits (if not maintained) upon your return unless you have exemptions on file.

Optional:

(If you choose to cancel the optional benefits for the duration of your leave, you will have to re-apply by providing evidence of insurability.)

I wish to maintain the optional benefits Yes No

Applicant Signature _____ **Date** _____

Please note: For further details please refer to your Collective Agreement. If you are sending this request electronically, address to H.R. Department at hrdept@renfrew.edu.on.ca. If you are sending your request by mail/courier, please address to H.R. Department – Leave Request.

May 2008

Appendix B

Form Letter #3
Extended Parental Leave Request May 2008

RETURN ADDRESS:

Date:

Mr. Roger Clarke, Superintendent of Human Resources
c/o Human Resources Department
Renfrew County District School Board
1270 Pembroke Street West
PEMBROKE, ON K8A 4G4

RE: REQUEST FOR EXTENDED PARENTAL LEAVE

Dear Mr. Clarke:

I am employed as a _____ with the Board,
(employee type i.e. secondary teacher)
assigned to _____.

(school/department name)

I am currently on maternity leave for the period _____ to
_____.

I would like to extend my leave as provided for in the Collective Agreement* to
_____, returning to my position effective _____.

I understand that I must give notice of my intentions for the following school year by the March 1st deadline as explained in my Collective Agreement.

I have sent a copy of this letter to my Principal/Supervisor, Superintendent and Union President (where applicable).

Yours truly,

Signature

Name (Please print)

cc. Superintendent of Schools, Principal/Supervisor, Union President

Please note: Please refer to your Collective Agreement for timing of return from extended parental leave.

Page 2 of this request is to be submitted to the Human Resources Department only.

If you are sending this request electronically, please address to H.R. Department at hrdept@renfrew.edu.on.ca. If you are sending your request by mail/courier, please address to H.R. Department – Leave Request. H.R. is not responsible for sending the copies.

Name _____

Extended parental leave dates: _____ to _____.

I understand that, while on an extended parental leave of absence, I am responsible for the full cost of benefits maintained and that there is no Board contribution. I further understand that, any benefits I did not maintain while on pregnancy/parental leave, I may not have those coverages for my extended parental leave.

Benefits

Compulsory:

(These are the benefits you must carry as condition of employment. Please refer to your Collective Agreement and your pay statement.)

I wish to maintain the compulsory benefits Yes No

Please be advised that you will be re-enrolled in the compulsory benefits (if not maintained) upon your return unless you have exemptions on file.

Optional:

(If you choose to cancel the optional benefits for the duration of your leave, you will have to re-apply by providing evidence of insurability.)

I wish to maintain the optional benefits Yes No

Applicant Signature _____ **Date** _____

Please return completed form to the Human Resources Department

Appendix C

SALARY CALCULATION (NEW HIRE/RETURN FROM LEAVE)

=====

NAME:

ID#:

Category:

CAT 4, 5 YRS

%:

1

Allowances:

WILL EARN:

SEP - DEC 08

0	X	\$0.00 = \$0.00
194		

APR 1 - JUNE 09

60	X	\$64,044.00 = \$19,807.42
194		

0	X	\$0.00 = \$0.00
194		

TOTAL EARNINGS	\$19,807.42
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WILL REC

MAY (8%) - JUNE 09 (20%)

\$64,044.00	X	28% = \$17,932.32
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TOTAL WILL RECEIVE	\$17,932.32
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GROSS PAY 23 APR 09

ADJ'M

\$1,875.10

Working				60
System pays 28% of 194 days (May & June)=				-54.32
Days entitled to be paid in April				5.68
Earnings for April				
ays	5.68	x	64044	=
			194	1875.10

Note

Gross Pay

This employee would be receiving a small pay in April

April = 8% of \$64044.00 less adjm -3248.42	=	1875.10
May = 8% of \$64044.00	=	5123.52
June = 20% of 64044.00	=	<u>12808.80</u>
Total Earnings	=	19807.42