

## New Language

### Article 8

#### Parental Leave

(bold text indicates new language)

#### 8.1 Preamble

##### 8.1.1 Definitions

- a) "Common law partner" is a person of the same or different sex where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been cohabiting for at least twelve (12) months. The period of co-habitation may be less than twelve (12) months where the employee has claimed the common-law partner's child/children for taxation purposes.
  
- b) "Base Salary" is the salary that an employee would earn if working their full workload up to a maximum of a full workload as defined in the employee's collective agreement.

##### 8.1.2 Entitlement

Upon written request, an employee shall be entitled to a leave of absence without pay of up to twelve (12) consecutive months in addition to statutory requirements.

#### 8.2 Commencement of Leave

Leave taken under **Article 8.1.2** shall commence:

- 8.2.1** for the birth mother, immediately after the end of the leave taken under the **maternity** leave provisions **or within 52 weeks of the birth** unless the Employer and the employee agree otherwise.
  
- 8.2.2** for a **spouse, a biological father, or a common-law partner to care for the child after the child's birth and within fifty-two (52) weeks of the birth.**
  
- 8.2.3 for an adopting parent, within fifty-two (52) weeks after the child is placed with the parent.

#### 8.3 Benefits Continuation

8.3.1 The Employer will maintain coverage for medical, extended health, dental, group life and disability benefits **for leaves taken under Article 8. For the period of the leave, premium and pension contribution payment will be as follows:**

**a) Premium payment for benefit coverage shall be on the same basis as if the employee were not on leave.**

**b) Contributions for pensionable service shall be on the same basis as if the employee were not on leave. Where an employee elects to buy back pensionable service for part or all of the Article 8 leave, the Employer will pay the Employer portion of the pension contributions in accordance with the Pension Plan regulations.**

8.3.2 An employee who returns to work following a parental leave shall retain the seniority the employee had attained prior to the leave and shall accrue seniority for the period of leave.

8.3.3 An employee who returns to work following a parental leave, shall be placed in the position the employee held prior to the leave or in a comparable position.

8.3.4 An employee who has taken leave under this provision is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.

8.3.5 Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar the local parties will negotiate mutually acceptable dates.

#### **8.4 Supplemental Employment Benefit for Maternity and Parental Leave**

8.4.1 Effective April 1, 2002, when on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:

(a) For the first two (2) weeks of maternity leave an employee shall receive one hundred percent (100%) of her salary calculated on her average base salary.

(b) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of her salary calculated on her average base salary.

(c) For up to a maximum of thirty-five (35) weeks of parental

leave, the biological mother shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on her average base salary.

(d) For up to a maximum of thirty-seven (37) weeks of parental leave, **the spouse**, the biological father **or the common-law partner** or adoptive parent **who is caring for the child shall receive** an amount equal to the difference between the Employment Insurance benefits and eighty-five (85%) of the employee's salary calculated on his/her average base salary.

(e) The average base salary for the purpose of Article 8.4.1 (a) through (d) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

8.4.2 An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits the employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.

8.4.3 If an employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the employee shall receive the supplemental payment to the appropriate percentage less the amount of Employment Insurance benefits the employee would have received if qualified for Employment Insurance benefits.