



## **POLICIES and PROCEDURES**

Responsible Unit	Human Resources
Applicable to	All Staff
Date Last Updated	February 2018
Approving Sector Head	Director, Human Resources
Policy	<b>Pregnancy, Parental and Adoptive Leave</b>

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### **Pregnancy Leave**

- a) The University will not terminate the employment of an Employee because of her pregnancy.
- b) A pregnant Employee is entitled to an unpaid leave of absence of up to seventeen (17) weeks.
- c) Pregnancy leave shall begin on such date as the Employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery, and not later than the date of delivery.
- d) Pregnancy leave shall end on such date as the Employee determines, but not sooner than one (1) week after the date of delivery, and not later than seventeen (17) weeks after the pregnancy leave began.
- e) A pregnant Employee shall provide the Employer with at least four (4) weeks notice of the date she will begin her pregnancy leave. Such notice may be amended by the Employee provided that the Employee provides at least four (4) weeks notice of the change.
- f) An Employee shall not provide the Employer with less than four (4) weeks' notice of the date the Employee will return to work on completion of the pregnancy leave. Such notice may be amended by the Employee provided that the Employee provides at least four (4) weeks' notice of the change.
- g) Where notice as required under (f) or (g) above is not possible due to circumstances beyond the control of the Employee, the Employee shall provide the Employer as much notice as reasonably practicable of the commencement of her leave or her return to work.

- h) Where an Employee reports for work upon the expiration of the period referred to in (e) above, the Employee shall resume work in the same position she held prior to the commencement of the pregnancy leave, with no loss of service or benefits accrued to the commencement of the pregnancy leave.
- i) While an Employee is on pregnancy leave, the Employer shall maintain coverage for medical, extended health, group life and any other Employee benefit plans and shall continue to pay its share of premium costs for maintaining such coverage during the period of pregnancy leave.
- j) While on pregnancy leave, an Employee shall continue to accrue and accumulate service and service credits for the duration of her leave, and her service shall be deemed to be continuous. Regular vacation and paid sick leave is accrued during pregnancy leave and during the top-up period of parental leave.
- k) Leave for illness of an Employee arising out of or associated with the Employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with (b) above, may be granted sick leave in accordance with the Sick Leave provisions in this Handbook.
- l) Pregnancy/Birth Leave Allowance
  - i) An Employee entitled to pregnancy leave and who is a permanent employee, who provides the Employer with proof that she has applied for, and is eligible to receive employment insurance (E.I.) benefits pursuant to the Employment Insurance Act and Regulations, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
  - ii) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
    - 1) Where the Employee is subject to a waiting period of two (2) weeks before receiving E. I. benefits, payments equivalent to ninety-five per cent (95%) of her weekly rate of pay for the two (2) weeks of waiting period;
    - 2) Up to a maximum of fifteen (15) additional weeks, the Employee shall receive an amount equal to the difference between the E.I. benefits received and ninety-five per cent (95%) of the Employee's normal salary.
  - iii) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.
  - iv) The Employer will not reimburse the Employee for any amount she is required to remit to Human Resources Development Canada.

## Parental/Adoption Leave

- a) The maximum combined pregnancy leave and parental leave to which an Employee is entitled is fifty-two (52) weeks.
- b) An Employee who has been employed with the Employer for at least one (1) year, who is a permanent employee, and who becomes a parent for one or more children through the birth of the child or children or placement of a child or children within the home through an adoption process is entitled to an unpaid leave of absence of up to fifty-two (52) weeks.
- c) Where an Employee takes pregnancy leave (as described above), and the Employee's new born child or children arrive in the Employee's home during pregnancy leave, parental leave begins immediately upon completion of the pregnancy leave and without the Employee returning to work and ends not later than thirty-five (35) weeks after the parental leave began.
- d) Where an Employee did not take pregnancy leave, parental leave begins on such date as determined by the Employee, coinciding with or after the birth of the child or children first arriving in the Employee's home, and ends not later than fifty-two (52) weeks after the child or children first arrive in the Employee's home.
- e) Notwithstanding (c) or (d) above, where an Employee has begun parental leave, and the child to whom the parental leave relates is hospitalized for a period exceeding, or likely to exceed one (1) week, the Employee is entitled to return to and resume work in the position held immediately before the leave began. The Employee is entitled to only one (1) interruption and deferral of each parental leave.
- f) The Employee shall give the Employer at least four (4) weeks notice of the date the Employee will begin parental leave.
- g) The Employee shall give the Employer at least four (4) weeks notice of the date the Employee will return to work upon completion of the parental leave.
- h) Where an Employee reports for work upon the expiration of the period referred to in (b) above, the Employee shall resume work in the same position she held prior to the commencement of the parental leave.
- i) While on parental leave, an Employee shall continue to accrue and accumulate service for the duration of her leave, and her service shall be deemed to be continuous. Regular vacation leave is accrued during parental leave paid top-up period.
- j) While an Employee is on parental leave during the ten (10) week top-up period, the Employer shall maintain coverage for medical, extended health, group life and any other Employee benefit plans and shall continue to pay its share of premium costs for maintaining such coverage during the period of parental leave.
- k) The Employer shall notify the Employee of the option and the date beyond which the option referred to in (j) above may no longer be exercised at least fourteen (14) calendar days prior to the last day on which the option could be exercised to avoid an interruption of benefits.

- l) Where the Employee opts in writing to maintain the benefit plans referred to in (j) above, and where applicable, the Employee shall enter into an arrangement with the Employer to pay the cost required to maintain the benefit plans, including the Employer's share thereof, and the Employer shall process the documentation and payments as arranged.

### **Parental and Adoption Leave Allowance**

- a) Permanent employees (not on term contracts) who take pregnancy leave and continue on to take parental leave will be eligible to receive an amount equal to the difference between the E.I. benefits received and ninety-five per cent (95%) of the Employee's normal salary to a maximum of ten (10) additional weeks.
- b) An Employee entitled to parental leave for the purpose of adoption, or a spouse entitled to parental leave, and who provides the Employer with proof that she/he has applied for, and is eligible to receive Employment Insurance shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
- c) In respect to the period of parental leave, payments made according to the S.E.B. Plan will consist of the following:
  - i) Where an Employee is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to ninety-five per cent (95%) of normal salary for the two (2) week waiting period;
  - ii) For up to a maximum of eight (8) additional weeks, the Employee shall receive an amount equal to the difference between the E.I. benefits received and ninety-five per cent (95%) of the Employee's normal salary.
- d) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly
- e) The Employer will not reimburse the Employee for any amount she/he is required to remit to Human Resources Development Canada.

An employee, who is not taking pregnancy or parental leave, shall be granted special leave of five (5) days with pay either on the day of or following the birth or adoption of the employee's child.

Where there is inconsistency between this information and your Collective Agreement, the Collective Agreement will prevail.