

LEAVES OF ABSENCE – MATERNITY

Background

The Division recognizes that employees have legal and contractual rights to take maternity leaves. However, these rights must be exercised in a manner that minimizes potential negative impacts on students and Division operations.

Maternity leaves of absence will be granted employees in accordance with current statutory and contractual obligations.

Procedures

1. An employee who has been employed by the Division for a continuous period of at least twelve months is entitled to a maternity leave. Maternity leave shall be for a period of up to eighteen weeks.
2. The health-related portion of each employee's maternity leave shall be as determined by medical documentation.
3. The employee agrees to apply for Employment Insurance (EI) benefits when she becomes eligible for the same. The Division agrees to supplement the EI benefits received by the employee to an amount equal to the employee's normal weekly earnings during the health-related portion of the leave falling within the EI entitlement period. This supplemental benefit shall replace sick leave benefits, and the employee shall have no access to sick leave benefits during maternity leave with the exception of illness claims occurring prior to the commencement of the employee's EI entitlement period. Each employee will verify, to the Division's satisfaction, that she is in receipt of EI benefits by providing a copy of each EI cheque stub to the Division forthwith. The Division shall pay its portion of each employee's health plan premiums during the preliminary eighteen weeks of maternity leave.

The Division agrees to supplement EI benefits for a maximum of thirteen weeks or for the period covered by accumulated sick leave, whichever is less. Employees shall not be entitled to any supplementation of EI benefits for any period during which the employee would not have worked but for being on maternity leave. The Division shall advise each employee to apply for long-term disability (LTD) benefits at least thirty (30) days in advance of her expected eligibility for such benefit. After ninety (90) consecutive calendar days of disability, the employee shall apply for LTD benefits and no further salary, health plan premiums or supplementation of EI benefits shall be payable by the Division.

4. Each employee shall endeavor to notify the Division of her leave requirements three (3) months in advance; however, she shall give the Division at least two (2) weeks'

notice of the day on which she intends to commence maternity leave. Such notice shall be in writing.

5. Prior to the leave commencing, each employee shall endeavor to provide the Division with the date she plans on returning to work; however, she shall give the Division at least two (2) weeks' notice of the day on which she intends to return to work. Such notice shall be in writing.
6. An employee returning from maternity leave may be required to pass a medical examination before returning to duty.
7. Upon expiry of the scheduled maternity leave, the employee may, upon written request submitted not less than two (2) weeks prior to the expiry date of her maternity leave, apply for personal leave without pay or benefits. The granting of such a personal leave shall be at the sole discretion of the Division. If granted, the personal leave shall be to a natural break in the school year, to the end of the school year in which the leave commenced, to a natural break in the next school year or to the end of that school year. The terms and conditions of the personal leave shall be mutually agreed between the teacher and the Division.
8. An employee returning from maternity leave, unless mutually agreed otherwise, will be reassigned to the same position from which she left.