

Maternity Leave Clauses

7.2 Maternity Leave. A teacher is entitled to maternity leave for a period of eighteen (18) calendar weeks. Effective September 1, 2014, a teacher is entitled to maternity leave for a period of fifteen (15) calendar weeks. Maternity Leave, other than the health related portion, shall be at no cost to the District. The leave will consist of:

- (a)
 - i) a period not exceeding twelve (12) calendar weeks immediately preceding the estimated date of delivery or such shorter period as the teacher may request.
 - ii) the period, if any, between the estimated date of delivery and the actual date of delivery, and
 - iii) a period not shorter than six (6) calendar weeks following the actual date of delivery.
 - iv) where the pregnancy of the teacher interferes with the performance of her duties, the District may, by notice to the teacher, require the teacher to commence Maternity Leave.
- (b) The teacher shall give a minimum of two (2) calendar weeks' notice in writing of the day upon which she intends to commence Maternity Leave together with a District Medical Form giving the estimated date of delivery.
- (c) The teacher, upon written request and with the approval of the Superintendent or designate, may return to duties prior to the expiration of the six (6) calendar weeks following the actual date of delivery after providing a District Medical Form indicating that resumption of work would not endanger the health of the teacher.
- (d) Upon the written request of the teacher, the District shall grant, at no cost to the District, an extension of such leave for the balance of the school year. The District is under no obligation to reassign a teacher to staff except at the beginning of the school year following Maternity/Parental Leave.
- (e) Effective September 1, 2014, the District shall pay its portion of required group insurance premiums described in Article 8.2 during the Maternity Leave, inclusive of the health related portion.

7.3 Supplemental Employment Benefits (SEB) Plan.

All teachers eligible for Maternity Leave and sick leave benefits will be covered by the Supplemental Employment Benefits Plan, hereinafter called "the Plan".

The Plan is to supplement Employment Insurance benefits (E.I. benefits) received by teachers for temporary unemployment caused by health related reasons relating to pregnancy during Maternity Leave. The Plan shall only be payable for days which the teacher would have worked had she not been absent on Maternity Leave.

Teachers shall prove that they have applied for and are in receipt of E.I. benefits and that they are incapable of working because of a condition related to the pregnancy in order to receive payment under the Plan.

The Plan is payable for a period during which a teacher is not in receipt of E.I. benefits if the only reason for non-receipt is the teacher is serving a two (2) week E.I. waiting period.

Teachers shall submit a District Medical Form recommending absence from work because of a condition relating to her pregnancy.

The benefit level paid under the Plan is set at the equivalent of the teacher's regular salary and benefits.

The total amount of Plan benefits and E.I. benefits will not be greater nor less than the equivalent of the teacher's regular salary and benefits.

A teacher who is not eligible for E.I. benefits shall be entitled to access sick leave for the duration of the health related portion of Maternity Leave.

The Plan will be paid for the duration of absence from duties for a health reason relating to pregnancy, during Maternity Leave up to a maximum of 13 weeks. The duration of absence shall be determined by a District Medical Form from the teacher's physician or a midwife registered with the College of Midwives of Alberta. After ninety (90) consecutive calendar days of continuous absence due to medical disability, no further Plan payments shall be paid and the Long Term Disability Plan shall take effect.

The Plan will be financed by the District's general revenues.

Supplemental Employment Benefits payments will be identified and kept separately from the District's payroll records.

Teachers do not have any right to the Plan payments except for supplementation of the E.I. benefits for the unemployment period specified in the Plan.

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the Plan.

Teaching days, designated as the health related portion of Maternity Leave, shall be considered for increment purposes.

7.4 Leave for Purposes of Adoption. A teacher is entitled to adoption leave for a period of up to fifty-two (52) calendar weeks. Adoption leave shall be at no cost to the District.

(a) The teacher shall give a minimum of six (6) calendar weeks' notice in writing, except where impracticable, of the day upon which the teacher intends to commence adoption leave.

- (b) Where both parents are teachers, the leave may be taken by either the father or mother or shared between them, with the total leave not to exceed fifty-two (52) consecutive weeks. The District is not required to grant adoption leave to both parents at the same time.
- (c) During such leave, continuation of benefits shall be conditional upon the teacher paying the full cost of such plans.
- (d) Upon the written request of the teacher, the District shall grant, at no cost to the District, an extension of such leave for the balance of the school year.
- (e) Notwithstanding clause 7.9, in the first two (2) weeks of the leave a teacher may give two (2) days' notice to return to work and after the first two (2) weeks of leave, the teacher will provide a minimum of four (4) school weeks' notice in writing of the day upon which the teacher intends to return to work.
- (f) The District will reinstate the teacher to the teaching position occupied when the adoption leave commenced or to an alternative teaching position of a comparable nature.

7.5 Parental Leave. The District shall grant, at no cost to the District, Parental Leave of absence to a teacher as follows:

- (a) To a teacher entitled to Maternity Leave as per clause 7.2, a period of not more than thirty-seven (37) consecutive weeks immediately following the last day of Maternity Leave.
- (b) To a teacher who is the father, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth.
- (c) Where both parents are teachers, the leave may be taken by either the father or mother or shared between them, with the total leave not to exceed thirty-seven (37) consecutive weeks. The District is not required to grant parental leave to both parents at the same time.
- (d) The teacher shall give a minimum of six (6) calendar weeks notice in writing, except where impracticable, of the day upon which the teacher intends to commence parental leave.
- (e) During such leave, continuation of benefits shall be conditional upon the teacher paying the full cost of such plans.
- (f) Upon the written request of the teacher, the District shall grant, at no cost to the District, an extension of such leave for the balance of the school year.
- (g) Notwithstanding clause 7.9, the teacher will provide a minimum of four (4) school weeks notice in writing of the day upon which the teacher intends to return to work.
- (h) The District will reinstate the teacher to the teaching position occupied when the parental leave commenced or to an alternative teaching position of a comparable nature.

7.9 Notice of Return. Teachers on leave pursuant to the provisions of this Article VII for a period of six (6) months or more shall give the District notice of intention to return to active employment at least four (4) school months in advance of termination of such leave of absence.

7.10 Child Rearing. The District may, upon application, grant a leave of absence for up to one (1) year without pay to a teacher for the purpose of child rearing.

- (a) to care for the teacher's own dependent child.
- (b) the teacher shall apply for the leave three (3) school months in advance of the leave.
- (c) unless mutually agreed, the teacher shall only return from child rearing leave at the beginning of the school year.
- (d) leave taken for the purpose of child rearing shall not be considered teaching experience for the purpose of granting a salary increment.
- (e) a teacher granted leave of absence under this clause shall retain seniority and equivalent position as a teacher with the District for the duration of the leave.

This leave, when combined with any other leave provision, will not exceed twenty-four (24) months. When a leave granted under this clause exceeds twenty-one (21) calendar days, the teacher will be responsible for the cost of benefits for the duration of the leave.

The District may approve leave in excess of twenty-four (24) months, where necessary, to facilitate the teacher returning at the beginning of the school year in accordance with clause 7.10(c).