

# TS\*YOU

## IN

THIS ISSUE

## SPECIAL EDITION: MATERNITY/ PARENTAL LEAVE INFORMATION

### Maternity/Parental Leave Special Edition

Veronica Tuzi, Recording Secretary

Each year, one of the most common inquiries received in the TSU office are issues pertaining to maternity leave. The one common experience for all new mothers is that of confusion: confusion over the various forms that need to be submitted; confusion over the timing of these forms; confusion over what the Collective Agreement states as opposed to what the Board actually does; and all this confusion comes at a time when parents are adapting to something new and wonderful, and don't feel supported if they receive communications which contradict what they initially understood about their maternity/parental leave. TSU continues to seek a package and communication for members on benefits such as these from the Board, but the Board has tended to refuse these repeated requests.

To assist, TSU has compiled some of the questions we have received over this past year, along with some discussion regarding Article 22 (Maternity/Parental Leave), and the pertinent contacts for the different aspects of maternity/parental leave.

We have noticed that there are issues around pregnancy leave start dates when mothers are on SSP prior to being on leave. Please inform TSU **IMMEDIATELY** if you are informed that the date has been changed without your knowledge. In fact, we recommend you talk to TSU first when you become pregnant.

#### Contacts

For all questions pertaining to forms and maternity/parental leaves:

Veronica Tuzi (TSU Recording Secretary)  
[vtuzi@tsuoecta.org](mailto:vtuzi@tsuoecta.org) 416 633 5502

For all questions pertaining to SSP prior to maternity leave:

Gillian Vivona (TSU 1<sup>st</sup> Vice President)  
[gvivona@tsuoecta.org](mailto:gvivona@tsuoecta.org) 416 633 5502 ext. 123

For all questions pertaining to EI:

Nadia Simone (TCDSB Supervisor of Payroll)  
[nadia.simone@tcdsb.org](mailto:nadia.simone@tcdsb.org) 416 222 8282 ext. 2218

For all questions pertaining to maternity/parental leave:  
Laura Angilletta (TCDSB HR) [laura.angilletta@tcdsb.org](mailto:laura.angilletta@tcdsb.org)  
416 222 8282 ext. 2201

For all questions pertaining to LTD:

Anthony Bellissimo 416 398 6583

**TSU will also continue to host the well-attended Maternity/Parental Benefits workshops, one in the fall and one in the spring.**



#### Q & A

This section contains just a few of the questions received this past year. Many of the others have been dealt with in the commentary sections of Article 22.

#### What about buying back my pension?

Go to the following website for more information: <http://www.otpp.com/members/your-working-years/having-a-baby-or-taking-leave/babysteps>

#### If I am placed on Short Term Disability and we go on strike, are my SSP pay and my conditions continued as normal, since I am not at work when the strike takes place?

Legal advice holds that SSP is not affected if we are on strike.

Therefore yes, SSP pay and conditions would continue as normal if we are on job action.

#### Am I entitled to PD funds while on maternity/parental leave?

Yes, members can still access PD funds while on maternity/parental leave, as you continue to be a TSU/OECTA member with rights.

#### If I am on the deferred salary plan, and wish to take maternity/parental leave, what happens to the deferred salary?

There are a couple options: you can withdraw from the plan, and receive the payout of the funds that were withheld. Your income taxes will be affected by this.

You can defer the deferred plan for one year or however long you require the maternity/parental leave, if possible.

#### If I am back to work between maternity leaves for LESS THAN 86 days, is my job held again for the next 2 years? Also, will I receive the 8 week top up payment from the board?

You would be entitled to take another maternity/parental leave under the same terms as your previous maternity/parental leave. After one year, you retain your position. After two years you retain your school only (not necessarily your position). However, this is contingent upon staffing needs at the school. Again, you should request your substantially same schedule as upon the commencement of leave and LSSAC will review with the administration if there are staffing emergencies or barriers that prevent this. The school cannot declare you surplus because you are on leave, but being on maternity leave does not protect you from being declared surplus if you would have been anyway.

Regarding the 8 week top-up, yes, under the current terms of the Collective Agreement. This is subject to negotiations currently underway with the province, however, we are not clear whether the employer will seek to remove or reduce the current 8 weeks top-up (or in your case - replacement wages). This is because if you do not work 86 weeks, you will not be entitled to EI Maternity benefits. If your partner has the time in, your partner may be eligible for 35 weeks parental leave on EI benefits.

#### Different Forms

There are essentially four forms which are to be submitted for taking maternity/parental leave: 17 Week Statutory Leave Form; 35 Week Parental Leave Form; TCDSB Maternity Top-Up Form; and the Employment Insurance Form. These forms can be found on the Board website and on the Government of Ontario website. They can also be obtained by emailing Veronica and memoranda and other important documents will be sent along with the forms.

What tends to cause confusion are the different dates requested:

**Due date as per medical certificate**—this refers to the due date that the medical practitioner provides the member with. It is advisable to be conservative when predicting the delivery date to ensure that salary continues to be paid in case of SSP. To be clear, delivery before and after due dates is common as they are a doctor's best guess of pregnancy norms. This predicted date is independent of your body's personal decision about what date delivery will occur. The Board has disadvantaged mothers whose doctors have predicted dates that are earlier than the date they actually deliver.

**Last teaching day**—your last day at school.

**Pregnancy leave start date**—the day after your last day of school. i.e. if your last day is Friday, then your pregnancy leave start date is Monday.

The 17 Week Form needs to be sent at least 30 days before maternity leave begins.

Please ensure that you choose to have all benefits paid into. Please ensure that you call the MCT LTD office at 416 398 6583 in order to discuss extending LTD coverage. It is strongly recommended that LTD coverage is continued during maternity/parental leave.

The 35 Week Form can be sent in at the same time, and then members call the Board to inform them of the baby's birth.

Please ensure that you choose to have all benefits paid into. Please ensure that you call the MCT LTD office at 416 398 6583 in order to discuss extending LTD coverage. It is strongly recommended that LTD coverage is continued during maternity/parental leave.

The Maternity Top-Up Form is to be sent in after the birth of the baby. There is a two week waiting period before submitting this form. Please ensure that you do receive the full eight week top-up. It should show up approximately two months after your baby is born, in one lump sum.

The Employment Insurance Form (sections A & C only) is to be sent in after the birth of the baby.

**Parents who adopt are entitled to the 35 Week Parental Leave, but not the 17 Week Leave, since this is a leave specific to Maternity Leave.**

## **Article 22**

### **Statutory Pregnancy and Parental Leaves**

22.01 Statutory pregnancy and statutory parental leaves shall be granted in accordance with the Employment Standards Act (Appendix B1). Statutory parental leave includes leave for the purposes of adoption. Such leaves shall be without pay except as provided in clause 22.09.

### **Application for Pregnancy/Parental Leave**

22.02 (a) A teacher shall apply for pregnancy/parental leave through the principal to the appropriate superintendent of education on the Pregnancy/Parental Leave Request forms available from the Human Resources Department. In the case of a pregnancy leave, a letter from a physician indicating the approximate date of birth must accompany the request form. If a parental leave is requested, documentation verifying the date of adoption or date of birth must accompany the request form.

*When sending in the 17 Week Statutory Maternity Leave Form, you must include a medical certificate which states the approximate due date of the baby. Generally, given the uncertainty of projecting a delivery date, a later date is preferable. This is important if the mother needs to be on SSP prior to the birth. In this way, the mother does not lose pay entitled to her. Parents can share the 35 Week Paternity Leave. If one spouse wishes to take half of the leave, they need to inform their employer so that EI can switch the payments to them.*

(b) Teachers are encouraged to apply for leave for the entire duration of their leave at the same time. At least 30 days written notice should be given to the Board prior to the commencement of the leave. Provided that it is logistically possible, the teacher may subsequently change leaves by requesting the change, in writing, at least 30 days prior to the date change is to be effected.

*Once forms are sent in, the dates of leave and return can be changed by notifying the Board in writing (via email) of the change at least 30 days in advance of the change.*

(c) If unforeseen circumstances subsequently arise related to the health or the coming into custody, care and control of the child that require the teacher to take leave, the Board shall grant such leave provided such is verified in writing by a qualified medical practitioner or appropriate agency. *If the expecting mother needs to be on leave ahead of the expected due date, due to illness or other conditions as diagnosed by the medical practitioner, then the mother would need to utilize all 11 sick days prior to being on SSP. For all SSP forms and questions, please contact Gillian Vivona at TSU as soon as you know you may need such leave.*

*It is important to know that rights for women in maternity circumstances have special protection under the law, and you may not be disadvantaged for staffing or benefits in any way or it is a violation of not just the Collective Agreement but Human Rights laws.*

### **Conditions for Returning**

22.03 (a) Wherever possible teachers shall attempt to arrange commencement of and return from pregnancy and parental leaves from the beginning of a school term or semester.

*If returning from the one year maternity/parental leave, the date of return will be more or less around the date that you*

*initially went on leave (even if it doesn't happen to coincide with the beginning of a school term of semester). This clause recognizes that there **may** be a shared interest between a member and the Board in matching dates to terms or semesters.*

(b) If the teacher takes only the statutory leaves granted under section 22.01 or such other periods of time to accommodate the Board as per section 22.03(a), the teacher shall be guaranteed the same school and position upon the teacher's return subject to the staffing needs of that school/other workplace.

*After one year of leave, the member is guaranteed to the same school and position.*

A teacher who has elected to take the statutory leave and no extension thereof shall not be disadvantaged by reason of such leave in the event that there is to be a surplus at such teacher's school/other workplace.

*If the member takes the one year leave and doesn't extend the leave, they will not be disadvantaged if there is a surplus situation at their school. Also, before going on leave, ensure that your Department Head(s) is aware of your course intentions and that you are a part of the scheduling process for the next academic year. It is VERY important that the schedule created for your LTO be a schedule that substantially reflects your regular timetable. Not doing so has created very real distress and conflict for members should they have to return early from such leave. In such difficult circumstances, there is a subtle but real pressure as they are left to feel an expectation to teach outside of their regular areas at a time of great distress and as other members may have to change schedules or feel pressures related to the return. The stress caused by this tension and conflict must be avoided by proper scheduling. Members on maternity/parental leave are NOT to be disadvantaged when it comes to course timetabling.*

### **Extended Parental Leave**

22.04 A teacher is entitled to the extended parental leaves set out below provided the cumulative total of pregnancy, parental, and extended leave(s), including the extended leave being sought, do not exceed two calendar years. [Note: These extensions are explained below and do not preclude your entitlement to the one year personal leave every member is entitled to]

*A member may extend their leave up to two years, after the first year—the second leave/year is an extension, and the third leave/year becomes an unpaid leave of absence.*

22.05 First Extension - Subject to clause 22.04 and upon request of the teacher made thirty (30) days prior to the expiry of the statutory parental leave, the Board shall grant an extended parental leave until the end of the term or semester.

*Please notify the Board at least 30 days prior to the start of the first extension of your leave. According to the Board, the first leave would be as follows: if your baby was born in February, and you wish to have a leave, the first extension would end on June 30<sup>th</sup>. The Board has been interpreting the second extension as July 1<sup>st</sup>-August 31<sup>st</sup> (TSU is challenging this interpretation). The extension would be from September 1<sup>st</sup>-January 30<sup>th</sup>. That is the end of the one year extension.*

22.06 Subsequent Extensions - Subject to clause 22.04 and upon request of the teacher made at least thirty (30) days prior to the expiry of the first extended parental leave, the Board shall grant subsequent extended parental leaves of full term, semester or school year duration.

### **Conditions for Returning from Extended Parental Leave**

22.07 (a) A teacher shall return from an extended parental leave at the beginning of a school term, semester or school year only.

*After each extension, the member's return MUST coincide with the beginning of the school year, term, or semester.*

(b) A teacher returning from an extended parental leave shall be guaranteed the same school/workplace provided no staffing emergency has arisen.

*A member is guaranteed same school but not necessarily same position. Teachers should request substantially same schedules. LSSAC and administration will review if there have been no staffing emergencies or barriers.*

*Please be aware that during extensions of maternity leave, benefits will not be paid neither will EI.*

### **Benefits**

22.08 A teacher granted a statutory leave and the first extension shall continue to participate in those benefit plans (other than the sick leave credit plan but including the life insurance plan, extended health plan and dental plan) which the teacher already enjoys unless the teacher elects not to do so. The Board shall continue to pay its share of the cost of such benefits during such statutory leave and the first extension but not during any subsequent extension. Such teacher shall assume the total cost of these benefit plans for any period of leave that exceeds the above mentioned periods if the teacher elects to remain covered under such benefit plans. *You are advised to continue your benefits coverage, along with LTD coverage, during your leave. Statistically, you are 4-5 times more likely to use LTD than Life Insurance during your career. These are critical benefits.*

22.09 A teacher taking pregnancy/parental leave under this Article who is subject to a waiting period of at least two weeks before receiving EI pregnancy/parental benefits shall receive an allowance of \$550 per week, upon appropriate verification to the Board.

### **Special Parental Leave**

22.10 (a) Upon application, a teacher who has completed probation and who is not experiencing significant difficulty in performance as a teacher as verified by the teacher's superintendent, shall be granted a special parental leave without pay for the remainder of the school year or for a full school year for the purpose of parenting.

*This is parental leave, not maternity leave. Members can choose this if they wish to stay home with their children for a period of time. However, there will be no pay during this year.*

(b) Such special parental leave shall commence, except in the circumstances of emergency, at the beginning of a school term or semester.

(c) A teacher who has been granted an extended parental leave under sections 22.05 and 22.06 shall not be entitled to a special parental leave under this section with respect to the same child unless the Board in its discretion determines otherwise.

(d) Except in circumstances of emergency, a teacher shall make application in writing for a special parental leave at least two months prior to the commencement of the leave through the appropriate superintendent of education to the Superintendent of Education, Human Resources. An application on shorter notice shall include a justification for the shortness of notice and appropriate supporting material.

(e) No teacher may be granted a leave under this section more than twice except in circumstances considered by the Board to be exceptional.

(f) Subject to any other provisions of the Collective Agreement, the teacher shall return to the secondary school/workplace at which the teacher had been employed; but this shall not prevent the teacher from applying for a transfer in accordance with Article 7.

(g) A teacher granted a special parental leave may, subject to the consent of the carrier and the terms of the plans, continue to be covered at such teacher's expense by the benefit plans, or any of them, referred to in Article 17.

### **Other**

22.11 The number of school days a teacher is on a statutory pregnancy/parental leave shall be counted as qualified experience for the purpose of placement.

*This means that while on the one year maternity/parental leave, the member will gain one year of experience/seniority on the grid. Please ensure that upon your return, that your salary reflects the incremental movement. If the member chooses to extend the leave, that does not add to the one year of experience.*

22.12 A teacher on pregnancy/parental leave may seek temporary employment with the Board, without loss of rights under this Collective Agreement. During such employment, however, the remuneration to the teacher and all working conditions will be according to the applicable collective agreement or management policy.

*This means you can teach summer school (as an example), but those earnings will be deducted from your EI benefits. Please be aware of this if you choose to teach Continuing Education courses. This also applies to any other paid experience the member may have during the maternity/parental leave.*

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