

## **PREGNANCY AND PARENTAL/ADOPTION LEAVE**

### **Pregnancy Leave**

1. A pregnant Member shall be granted Pregnancy Leave of up to seventeen (17) weeks or such greater number of weeks as may be required by the *Employment Standards Act*, provided she has been employed at the University for thirteen (13) weeks or more of continuous service at the time the Leave commences or as otherwise required by the *Employment Standards Act*.
- 1.1 Such a Leave may be initiated at any time within seventeen (17) weeks prior to the expected delivery date of the Member's newborn child(ren) following notification in writing to her Dean, normally three (3) months prior to the commencement of the Leave, indicating the approximate date upon which the Leave is to commence. The notice period shall not apply if the Member stops working because of complications caused by her pregnancy or because of a birth, stillbirth or miscarriage.
  - 1.1.1 In the case when a newborn is hospitalized within four (4) weeks of birth, a Member may postpone her Pregnancy Leave by the number of weeks the child is hospitalized, but the Pregnancy Leave shall be taken within fifty-two (52) weeks from the date of the birth of the child. In such circumstances the Member can apply for Compassionate Leave in accordance with Clause 3 of the Article *Income Security*.
- 1.2 A Member is entitled to Supplemental Employment Insurance Benefits (SEIB) during her Pregnancy Leave provided that:
  - a) the Member has been employed by the University on a continuous regular basis for a period of one (1) year or more at the time the Leave commences;
  - b) the Member has a Full-Time Appointment or Standing Appointment at the time the Leave commences; and
  - c) the Member makes application, qualifies for and receives Employment Insurance Benefits.
- 1.2.1 A Member who qualifies under the provisions in Clause 1.2 is eligible for a maximum of seventeen (17) weeks paid Leave under the conditions set out in Clauses 4, 4.1 and 4.2.
- 1.3 A Member's Pregnancy Leave ends:
  - a) if she is entitled to Parental Leave, seventeen (17) weeks after the Pregnancy Leave began;
  - b) if she is not entitled to Parental Leave, on the day that is the later of:

- (i) seventeen (17) weeks after the Pregnancy Leave began, and
  - (ii) twelve (12) weeks after the birth, stillbirth or miscarriage.
2. In accordance with the Article *Income Security*, the Employer shall grant sick leave for absences from work due to illness or injury, including illness or injury related to pregnancy.
- 2.1 Members who do not meet service eligibility requirements for Pregnancy Leave or SEIB entitlements should contact the Office of Faculty Relations to discuss other possible arrangements. For example, a Member who does not qualify for Pregnancy Leave may be eligible to request Compassionate Leave, Leave of Absence, sick leave, Reduced Workload or Alternative Workload in accordance with this Collective Agreement or other legislated leave entitlements under the *Employment Standards Act*.

**Parental/Adoption Leave**

3. A Member who becomes a parent of a newborn or newly-adopted child or who takes custody of a child who is being placed for adoption with the Member, shall be entitled to Parental/Adoption Leave of up to sixty-one (61) weeks if the Member has also taken Pregnancy Leave, or of up to sixty-three (63) weeks otherwise. Such a Member shall be granted Parental/Adoption Leave upon notification in writing to their Dean, at the earliest opportunity prior to the commencement of the Leave, indicating the approximate date upon which the Leave is to commence, subject to the following:
- a) except where the Leave is to be taken by a Member who has also taken Pregnancy Leave, the Leave shall commence no later than seventy-eight (78) weeks after the day the child is born or first comes into the care or custody of the adoptive parent(s) or such greater number of weeks as may be required by the *Employment Standards Act*.
  - b) in cases where the Parental Leave is an extension of the Member's Pregnancy Leave, the Leave shall commence immediately following the Pregnancy Leave, unless the child has not come into the care and control of the mother at the end of the Pregnancy Leave (e.g., is hospitalized), in which case alternative arrangements respecting the timing of the Parental Leave may be made.
  - c) in the case of an adoption where the Member travels in order to bring the child into the Member's care or custody, at the discretion of the Member, the Parental Leave may commence on the date such travel begins.
  - d) in the case where a newly-adopted child is hospitalized within four (4) weeks of the child's coming into the care and custody of the Member, a Member may postpone Parental/Adoption Leave by the number of weeks the child is hospitalized. In such circumstances, the Member may apply for Compassionate Leave in accordance with Clause 3 of the Article *Income*

## *Pregnancy and Parental/Adoption Leave*

### *Security.*

- 3.1 A Member is entitled to Supplemental Employment Insurance Benefits (SEIB) during their Parental/Adoption Leave provided that:
- a) the Member qualifies for Parental/Adoption Leave under Clause 3;
  - b) the Member has been employed by the University on a continuous regular Full-Time basis for a period of one (1) year or more at the time the Leave commences and is Full-Time at the time the Leave commences;
  - c) the Member makes application, qualifies for and receives Employment Insurance Benefits for such weeks.
- 3.1.1 A Member who qualifies under the provisions in Clause 3.1 is eligible for a maximum of twenty-six (26) weeks paid Leave, inclusive of any paid Leave received under Clause 1.2.1, under the conditions set out in Clauses 4, 4.1, and 4.2.
- 3.1.2 Members who do not meet service eligibility requirements for Parental/Adoption Leave or SEIB entitlements should contact the Office of Faculty Relations to discuss other possible arrangements. For example, a Member who does not qualify for Parental/Adoption Leave may be eligible to request Compassionate Leave, Leave of Absence, sick leave, Reduced Workload or Alternative Workload in accordance with this Collective Agreement or other legislated leave entitlements under the *Employment Standards Act*.

### **Supplementary Employment Insurance Benefits**

4. The details of SEIB are as follows:
- a) 100% of salary at the time of the initiation of the Leave paid by the Employer, for the initial one-week waiting period prior to the commencement of the Employment Insurance Benefits and;
  - b) upon commencement of Employment Insurance Benefits, the difference between 55% of the Member's salary up to the maximum insurable earnings for Employment Insurance purposes and 95% of the salary at the time of the initiation of the Leave, with adjustment for scheduled salary increases, paid by the Employer.
- 4.1 In no case shall the total amount of the Supplementary Employment Insurance Benefits, Employment Insurance Benefits and any other earnings received by the Member exceed 100% of the Member's salary at the time of the initiation of the Leave with adjustment for scheduled salary increases.
- 4.2 In the case where both parents are employees of The University of Western

Ontario, the twenty-six (26) weeks may be taken by one parent or shared between the two parents.

**Payment of Benefits**

5. Where a Member is receiving benefits under the SEIB in accord with the provisions of Clause 4, the Employer will continue the Member on full benefits. Any costs normally paid by the Member will be deducted by the Employer from the benefits available under the SEIB.
- 5.1 Vacation entitlement will continue to accrue while a Member is on Pregnancy and/or Parental/Adoption Leave.

**Continuous Service**

6. The Leaves defined in this Article shall not be considered a break in full-time or Standing Appointment service.
- 6.1 The provisions of Clauses 1 and 3 shall be applied to a person with Preferred Status provided the person has been offered teaching during the period of their leave and notifies their Chair and Dean in writing that they are unable to accept the offer because they will be on Pregnancy, Parental or Adoption leave during the teaching term.
- 6.2 A Member or person with Preferred Status who is taking a Pregnancy, Parental or Adoption Leave under Clauses 1, 3 or 6.1 may count teaching offered to them during the period of their Leave towards eligibility requirements for maintaining or achieving Standing Appointment, Preferred Status or Membership provided the Member notifies their Chair and Dean in writing that they are unable to accept the offer because they will be on Pregnancy, Parental or Adoption Leave during the teaching term.
- 6.3 Any deemed teaching counted under Clause 6.2 shall be included in any determination of length of service under this Collective Agreement.

**General Considerations**

7. The Promotion and/or Tenure decision shall be postponed for a Member who, by the time the Committee's consideration commences, has or will have taken, a Pregnancy and/or Parental/Adoption Leave, alone or combined with other leaves, of at least twenty-four (24) weeks. The length of postponement shall be calculated at the rate of one (1) year per Pregnancy and/or Parental/Adoption Leave. A Member may elect to request early consideration in accordance with Clause 15.7.1 of the Article *Promotion and Tenure*.
8. Subject to Clauses 2 and 4 of the Article *Sabbatical Leave*, periods of Pregnancy and/or Parental/Adoption Leave shall be counted as time toward Sabbatical Leave eligibility.

## *Pregnancy and Parental/Adoption Leave*

9. Upon return to work following a Pregnancy and/or Parental/Adoption Leave, the Member shall not be penalized for their absence or for the fact that they did not perform work during such Leave. Members shall not be required to make up teaching that would otherwise have occurred during such Leave.
10. In the event that a Pregnancy and/or Parental/Adoption Leave coincides with some or all of a Sabbatical Leave or Modified Alternative Workload, the Member is entitled to a modification or postponement of the Sabbatical Leave or Modified Alternative Workload.
11. Members taking Pregnancy and/or Parental/Adoption Leave are not expected to work during the period of Leave. Members may, at their own option, elect to apply for research grants.
- 11.1 If a Member on Pregnancy and/or Parental/Adoption Leave has responsibility for graduate students and/or an active laboratory then the Member shall make arrangements for the supervision of graduate students and/or for compliance with lab safety regulations.
12. A Member who returns from Pregnancy and/or Parental/Adoption Leave and a Member who is eligible for, but chooses not to take, such Leave may apply for a Reduced Workload. Such an application shall not be arbitrarily denied. Such an Agreement is governed by the relevant provisions of the Articles *Reduced Workload* and *Alternative Workload*.
13. A Member may end the Leave on a date earlier than that originally set out by providing written notice to the Member's Dean at least four (4) weeks before the earlier date.