

## PREGNANCY AND PARENTAL/ADOPTION LEAVE

### Pregnancy Leave

1. A pregnant Member shall be granted Pregnancy Leave of up to seventeen (17) weeks, provided they have been employed at the University for thirteen (13) weeks or more of continuous service at the time the Leave commences.
- 1.1 Such a Leave may be initiated at any time within seventeen (17) weeks of the expected delivery date of the Member's newborn child(ren) following notification in writing to the Chief Librarian or 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 their 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 their 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 their 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 Part-Time 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 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 Chief Librarian or 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 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

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may apply for Compassionate Leave in accordance with Clause 3 of the Article *Income 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-four (24) 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 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 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, 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.

- 4.2 In the case where both parents are employees of The University of Western Ontario, the twenty-four (24) 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 service.

**General Considerations**

7. In the case of a Member on a Probationary Appointment, the Promotion and/or Continuing Appointment process 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. Such a Member may elect to request early consideration in accordance with Clause 8 of the Article *Promotion and Continuing Appointment*.
8. Periods of Pregnancy and/or Parental/Adoption Leave shall be counted as time toward Professional Leave eligibility.
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.
10. If a Member terminates employment with the University within six (6) months following the date of return from Pregnancy and/or Parental/Adoption Leave, the Member shall be indebted to the University for the sum of monies paid to them by the University under the Supplementary Employment Insurance Benefit during their leave. The amount owing shall be calculated as the percentage of the six month period when the Member was not employed by the University times the amount of Supplemental Employment Insurance Benefit paid.
11. In the event that a Pregnancy and/or Parental/Adoption Leave coincides with some or all of a Professional Leave, the Member is entitled to or postponement of the Professional Leave.

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12. 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.
13. 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 Agreement. 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*.
14. A Member may end the Leave on a date earlier than that originally set out by providing written notice to the Member's Chief Librarian or Dean at least four (4) weeks before the earlier date.