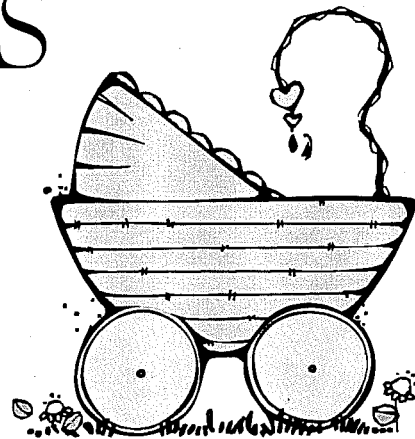
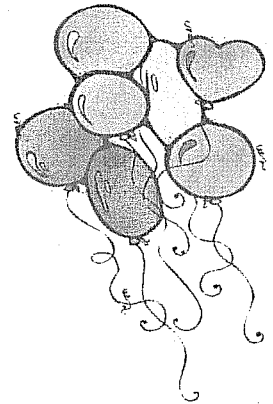


# PREGNANCY, PARENTAL & ADOPTION LEAVES



E.T.F.O. NIAGARA  
REVISED FEBRUARY 2012



# PREGNANCY, PARENTAL/ADOPTION LEAVES

## CONTENTS:

Checklist for Planning Pregnancy, Parental/Adoption Leaves .....	1
Pregnancy Leave Under the Employment Standards Act of Ontario .....	2
Terms of the Employment Standards Act .....	2
Notice to the Board .....	3
Using Sick Leave vs S.E.B. Plan After Birth .....	3
Return from Leaves .....	4
Benefits .....	4
Additional Details .....	4
Part-time Teachers .....	4
Salary .....	5
Waiting Period .....	5
College of Teachers .....	5
Personal Leaves .....	5
Pension Plan .....	6
Employment Insurance Benefits .....	6
Important Phone Numbers, Email & Websites .....	6
FAQ's .....	7

(SEE FOLLOWING PAGE FOR LIST OF APPENDICES)

## CONTENTS (CONTINUED):

### APPENDICES

- A - Sample Request Letter for Pregnancy Leave Without S.E.B. Plan
  - B - Sample Request Letter for Pregnancy Leave With S.E.B. Plan
  - C - Sample Request Letter for Parental/Adoption Leave Without S.E.B. Plan
  - D - Sample Request Letter for Parental/Adoption Leave With S.E.B. Plan
  - E - Sample Request Letter for Pregnancy and Parental Leave Without S.E.B. Plan
  - F - Sample Request Letter for Pregnancy and Parental Leave With S.E.B. Plan
  - G - Sample Request Letter for Pregnancy and Parental Leave Including Request for Sick Days
  - H - Collective Agreement - Articles 13.05 and 13.06
  - I - OTIP & ETFO Niagara -
    - Should I Continue my LTD Coverage During My Leave of Absence? (OTIP)
    - Preparing for Your Leave of Absence - Your LTD Insurance (ETFO Niagara)
  - J - Ontario Teachers' Pension Plan -
    - Buybacks (Pension)
      - ▶ Benefits of Buying Back
      - ▶ Deadlines
      - ▶ Cost of Buying Back
      - ▶ Payment Options
- N.B. For more comprehensive information, see [www.otpp.com](http://www.otpp.com) ("Member Info" Tab at top → "Buybacks")*
- K - Ontario Teachers' Pension Plan - If You Take a Leave or Break from Work  
*[www.otpp.com](http://www.otpp.com) ("Member Info" Tab at top → "Brochures" → "Your Pension Plan Guide")*
  - L - Salary Calculation Examples (\*\* Salary amounts shown are examples only \*\*)

# CHECKLIST FOR PLANNING PREGNANCY, PARENTAL/ADOPTION LEAVES

## Before the birth/adoption:

- Decide on the type, duration & start date of leave:
  - a) a statutory Pregnancy Leave (17 weeks or less), or
  - b) a Pregnancy Leave of 17 weeks, followed by a Parental/Adoption Leave of up to 35 weeks
  - c) a statutory Parental/Adoption Leave of up to 37 weeks
  - d) a combination of Pregnancy Leave, Parental/Adoption Leave and a personal leave of absence
- Review the following articles in the collective agreement: Pregnancy (Articles 13.05), Parental/Adoption Leave (Articles 13.06). (See Appendix E)
- Decide if you will use the S.E.B. Plan or request the use of sick days following the birth of the baby. Discuss these options with ETFO Niagara.
- Obtain a letter or certificate from your doctor verifying that you are pregnant and stating your expected due date.

**NOTE:** If requesting the use of up to 30 sick days, you should have your doctor include your inability to return to work for six weeks in the letter/certificate.

- Call ETFO Niagara at 905-892-2917 or 1-866-419-9484 to:
  - discuss your options
  - if you have any doubts about the conditions of your leave
  - if you have any questions/concerns
- Make a formal written request (as far in advance as possible) to the Superintendent of Human Resources for Pregnancy, Parental/Adoption Leaves with copies to:
  - your Principal
  - ETFO Niagara
  - Human Resources
  - your home file
- Check on which benefits are covered by the DSBN and which need to be paid by you. It is important to note that LTD (a non-taxable benefit) should be maintained during leave at your expense. (See Benefits p. 4)
- Check your pension contribution options and contact the Teachers' Pension Plan (See Appendix F for address info) for information about how to pay into your pension.
- Before your leave begins check the Service Canada website at [www.servicecanada.gc.ca](http://www.servicecanada.gc.ca) for information on making an E.I. claim. (N.B. Human Resources and Skills Development Canada website [www.hrsdc.gc.ca](http://www.hrsdc.gc.ca) will direct you to Service Canada).
- Your "Record of Employment" from Human Resources Dept. at DSBN will automatically be forwarded to E.I. Have your most recent paystub with you. See the salary section to calculate your daily rate.
- Submit your claim for E.I. benefits on the first business day after your last teaching day at your nearest Employment Insurance office or online at [www.servicecanada.ca](http://www.servicecanada.ca)

## After the birth/adoption:

- Notify the Board of the birth of your child(ren). If you are using sick days, ask the Board to initiate "sick leave."
- Submit your first Employment Insurance payment stub to the DSBN - Human Resources Dept. (This is the information required to receive the S.E. B. Plan).

- ❑ Submit your claim for E.I. benefits, if you have not already done so, on the first business day after your last teaching day or on the first business day following the birth of the child; whichever happens first. (E.I. does not backdate benefits, so it is important to make your claim as soon as possible.)
- ❑ Submit the child's name and date of birth to ensure that the child is included in Benefit Plan (if applicable) to the Human Resources Dept. ASAP.
- ❑ Write to the Board (ie. - Superintendent of Human Resources) to confirm the date that you will resume your duties. If you decide to apply for Personal Leave instead, please contact ETFO Niagara office for more information.

## PREGNANCY LEAVE UNDER THE EMPLOYMENT STANDARDS ACT OF ONTARIO

Statutory pregnancy leave means the right to pregnancy leave established by provincial law in the Employment Standards Act of Ontario. The Act governs employers and employees in all occupations and sets out, among other things, the minimum pregnancy leave available to working women.

### ELIGIBILITY

The Employment Standards Act of Ontario provides pregnancy leave of 17 weeks or less without loss of seniority or benefits accrued to the commencement of the leave for part-time or full-time teachers.

Any authorized leave of absence, including a previous pregnancy leave, is not an interruption of employment for the purpose of eligibility for statutory pregnancy leave.

### FLEXIBILITY

The leave may begin at any time during the 17 weeks prior to the expected birth. However, only the leave period 8 weeks prior to the birth of a child(ren) is eligible for E.I. benefits.

The 2 week notice of starting date of a leave will be waived in the event of pregnancy complications, premature birth or sudden coming into care of an adoption child.

The pregnancy leave may end earlier than originally agreed upon if the employee gives the Board at least 4 weeks written notice of that day.

## TERMS OF THE ONTARIO EMPLOYMENT STANDARDS ACT:

### **Pregnancy**

- up to 17 weeks
- may begin no earlier than 17 weeks before the expected date of delivery
- must provide employer with 2 weeks written notice of the date the leave is to begin
- must provide a certificate from a legally qualified practitioner stating the expected birth date

### **Parental/Adoption**

- up to 35 weeks for natural mother or 37 weeks for adoptive mother and father
- natural mother's leave must follow the pregnancy leave
- other parents must begin leave no later than 52 weeks after the child is born or comes into the parent's care

### **Conditions**

- must have been employed for at least 13 weeks by the same employer
- must obtain 600 insurable hours to qualify for E.I. benefits
- must give 2 weeks notice before the leave
- must give 4 weeks notice to change the end date of the leave
- employers must continue to pay their share of benefits
- seniority and salary credit continues to accumulate during leave

## NOTICE TO SCHOOL BOARD

The Employment Standards Act requires the employee to give at least two weeks written notice. Under no circumstances should a teacher succumb to pressure to make a formal request for leave before she has considered her options. Once a leave has been granted, the teacher may not rescind the leave without proper notice given to the school board. **TEACHERS WITH MEDICAL RISKS CONNECTED WITH PREGNANCY ARE PARTICULARLY URGED TO WAIT UNTIL THE PREGNANCY IS SECURE BEFORE REQUESTING LEAVE.**

**WHO:** Your letter requesting Pregnancy and/or Parental/Adoption Leave should be sent to the Superintendent of Human Resources with copies to:

- your Principal
- your ETFO Niagara office
- Human Resources, and
- your at-home file

**WHEN:** A reasonable time before the commencement of the leave (approximately one [1] month prior), and, in any event, not less than 2 weeks before the date the leave begins.

**WHAT:** The letter should include the following information:

- a) a doctor's certificate stating the expected date of delivery;
- b) the date you will begin your leave, which may be:
  - 17 weeks prior to expected delivery date, or
  - any time within this 17 week period, but cannot be any later than date of birth
- c) a date of return to duty after birth
- d) a request for the Supplemental Employment Benefit Plan as outlined in the Collective Agreement or a request for the use of sick days

**NOTE:** The period of 8 weeks prior to the birth of a child(ren) is eligible for E.I. Benefits under the current legislation.

(Enclosed are sample letters for Pregnancy, Parental/Adoption Leaves and Combined Pregnancy and Parental Leaves. See Appendix A, B, C, D, E, F, G)

### NOTES:

- ✓ Regardless of the length of the leave, every effort should be made to notify the board in **WRITING** on the conditions of the leave, as far in advance as possible, prior to the commencement of the leave.
- ✓ The start of Pregnancy and Parental Leaves may be changed to an earlier date if you provide 2 weeks notice prior, or to a date later, if notice is given 2 weeks prior to date leave was to originally begin.
- ✓ Our collective agreement grants credit for Teaching Experience (salary and seniority) for the combined period of a Pregnancy and Parental Leave.

### USING SICK LEAVE VS S.E.B. PLAN AFTER BIRTH

Effective September 1, 2005, teachers taking pregnancy leave will be eligible for a Supplemental Employment Benefit Plan. This S.E.B. Plan will provide pregnant teachers 100% of their salary for the mandatory two week waiting period that you must serve to get Employment Insurance Benefits. Furthermore, for the additional six week period pregnant teachers are eligible for a top up to their E.I. benefits up to 80% of their regular salary. Sick days are not used if choosing this option.

or

You are allowed to use sick days for “school” days, provided you have sufficient sick credits to use, and a doctor’s note which indicates the inability to work for up to 6 weeks following the birth of the baby. *Eligibility for the S.E.B. Plan or the use of sick days are only for the period which fall on regular school days.* Each option has its pros and cons. Therefore you are strongly encouraged to contact the ETFO Niagara office for more details regarding this issue.

Desire to use sick leave credits should be included in your letter to the Board.

Note: You are also reminded to contact the Board once the child(ren) is born. If using sick days you should indicate the start of your sick leave credits and co-ordinate benefits with E.I.

## RETURN FROM LEAVES

The Employment Standards Act requires a teacher to advise the Board in writing with 4 weeks notice that she intends to resume her duties. It is courteous and wise to contact the Board after the delivery to offer written confirmation from the doctor of the date of birth, name of baby (for Benefit’s purpose) and to specify again the date you expect to return to work. In the event of an early delivery or change of date, you must contact Human Resources.

Leaves may end earlier if 4 weeks written notice is given before the original date requested or to a later date, if 4 weeks notice of said change is given. (Provided this does not exceed the statutory time period.)

## BENEFITS

Under the terms of our collective agreement, the Board will continue to pay its share of your employee benefits (Semi-Private, Extended Health, Dental) during your 17 weeks of Pregnancy Leave and (of up to 35 weeks of) Parental Leave, provided you are enrolled in its benefits plan.

Long Term Disability Benefits, and Group Life Insurance are conditional upon OTIP and Sunlife’s approval. However, should you decide to take a Personal Leave, you will be responsible for the full cost of your benefits during the Personal Leave. If you choose to remain in the group and continue benefits, your benefit package will be less expensive than if you had to obtain the same coverage without benefit of a group.

Note also: If you are the sole benefit provider in your household and are on a “single plan”, you may wish to change the benefit option. But this must be done before leave starts.

## ADDITIONAL DETAILS

Please refer to Article 21 of the Collective Agreement. It is important to contact Human Resources ASAP and submit the child’s name and birth to ensure that the child is included in the Benefit Plan (if applicable).

## PART-TIME TEACHERS

Teachers who teach less than full-time will need to accumulate 600 paid hours in the 52 weeks prior to the leave, to be eligible for the E.I. benefits. Human Resources and Skills Development Canada recognizes a full day as 8 hours, and a half-day (0.5 teacher) as 4 hours. Other assignments are calculated accordingly. Circumstances differ depending on what time of the year you are planning to take this leave. Under the new regulations of 600 hours, 0.5 teachers who have taught for more than 1 year, do accumulate over 600 hours.

Traditional holidays, such as Christmas Break, March Break, July and August etc. do not count for working hours/days.

If you are a part-time teacher, contact the ETFO Niagara office (905-892-2917 or 1-866-419-9484) for assistance on confirming your count of days and eligibility.

## SALARY

Teachers taking a Pregnancy, Parental/Adoption leave mid year will automatically have their pay based on the number of days that were actually taught. You will be paid the daily rate of pay at the time of your pregnancy, parental/adoption leave.

e.g., Leave start date: Jan. 05/04, which means that # of teaching days was 78 days.

78/194 x current salary

You will actually have been paid 8 pays x 4.1666 x salary grid.

Which means that you should receive more money (unfortunately taxable).

e.g., Leave start date: Mar. 31/04, which means that the # of teaching days was 136 days.

136/194 x current salary

You will actually have been paid 14 pays x 4.1666 x salary grid.

Which means that should receive more money (also taxable).

Unfortunately, the returning mid year poses a different scenario. You will be paid on the total # of days actually taught (again). But, the salary that you receive is spread over the days taught plus the summer months.

e.g., Return date: April 1/04, which means that the total # of teaching days left is 58 days.

58/194 x current salary / 10 pay periods.

## WAITING PERIOD

There is a 2 week waiting period before you can begin to collect E.I. Benefits after the start of your Pregnancy, Parental/Adoption Leave.

DSBN pays Supplementary Employment Benefits (SEB) for this period. Refer to Article 13.05 (f) of the current Collective Agreement for the terms under which the Board will supplement E.I. for the first 2 weeks of a Pregnancy Leave. (See Appendix E)

### Note:

- i) There will be no payment for days of the SEB plan which occur during non-teaching days (i.e., summer vacation, March Break etc.)
- ii) You should submit your first Employment Insurance payment stub to Human Resources Dept. at the Education Centre.
- iii) No E.I. benefits will be paid if you start your leave earlier than 8 weeks before or later than 17 weeks after the birth.

## COLLEGE OF TEACHERS

Teachers who are on leave when the College of Teachers' fees are deducted from paychecks (January 15<sup>th</sup> pay) will need to make arrangements for payment directly to the College of Teachers before April 1<sup>st</sup>. Failure to make the necessary payment will cause a teacher to be deemed "not in good standing" and they will have to re-apply to the College (costing \$100. plus \$138. fee\* for the year) as well as go through a security check. The College will invoice you directly while you are on leave. Failure to receive an invoice does not exempt you from payment of fees.

\*Current year fee may change. Check with the College of Teachers for this amount.

## PERSONAL LEAVES

Teachers may decide to take a Personal Leave at the end of Pregnancy, Parental/Adoption Leaves. If you do, you will be responsible for the full cost of all your benefits during the Personal Leave. If you choose to remain in the group and continue benefits, your benefit package will be less expensive than if you had to obtain the same coverage without benefit of a group. *Also, you should contact ETFO Niagara if you are considering this option.* \*\*Please refer to Article 21 of the Collective Agreement.

## PENSION PLAN

While teachers are on leave, whether for Pregnancy, Parental/Adoption Leave or a Personal Leave, contributions will need to be made by you to keep your contributing years in line with your service years. When you retire, the actual pension that you receive, will be based on the contributing years into your pension plan. (For more information, contact the OTPP)

## EMPLOYMENT INSURANCE BENEFITS

Filing for Employment Insurance Benefits is now done electronically either online at [www.servicecanada.ca](http://www.servicecanada.ca) or at your closest Employment Commission office. Applications for your E.I. claims should be made on the first business day after your last teaching day. E.I. does not backdate benefits, so it is important to make your claim as soon as possible. You must apply at the latest within 7 days of the birth of your child(ren) OR the start of your leave; whichever happens first.

## IMPORTANT PHONE NUMBERS, EMAIL & WEBSITES

### ETFO NIAGARA OFFICE

[www.etfoniag.com](http://www.etfoniag.com)

email: [vp1@etfoniag.com](mailto:vp1@etfoniag.com)

905-892-2917

1-866-419-9484

### DISTRICT SCHOOL BOARD OF NIAGARA

905-641-1550

905-563-0909

905-641-2929 (automated)

### HUMAN RESOURCES DEPT.

Staffing Manager

Benefits/Salary Specialist

Payroll Supervisor

Heather Bove

Anna Balenovich

Patti Nickel

ext. 54272

ext. 54263

ext. 54280

### ONTARIO TEACHERS' PENSION PLAN

[www.otpp.com](http://www.otpp.com)

email: [inquiry@otpp.com](mailto:inquiry@otpp.com)

1-800-668-0105

### HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA

[www.hrsdc.gc.ca](http://www.hrsdc.gc.ca)

### SERVICE CANADA

[www.servicecanada.gc.ca](http://www.servicecanada.gc.ca)

1-800-206-7218

E.I. Maternity and Parental Benefits (Information, Application, Financial Information etc.)

## FREQUENTLY ASKED QUESTIONS (FAQ'S)

- a) *What is the minimum time before the expected date of birth that a maternity leave may start?*

There is no minimum time for your leave to start, but it has to begin on the due date of birth of your child(ren).

- b) *What benefits do I have to pay?*

The DSBN will continue to pay their share of the benefits, BUT you will have to pay yours, while on Pregnancy, Parental/Adoption Leave. LTD and Life Insurance will be yours.

- c) *Should I continue with my LTD coverage while on Pregnancy, Parental/Adoption leave?*

YES! Although some feel this is an extra expense at a time when there are so many other expenses, complications and/or health problems can occur making returning to teaching full-time difficult and thus creating financial hardship. Please see attached pages in Appendix I for further information.

- d) *Can I take a Personal Leave after a Pregnancy, Parental/Adoption leave? What affects will it have?*

You may take a Personal Leave (without pay) after your Pregnancy, Parental/Adoption Leave. A letter should be written to the Superintendent of Human Resources requesting this leave. You should note that you will not be guaranteed to return to the school you left before your leave.

- e) *Can I use my sick days for any of the time after the birth?*

You may choose to use sick days for the 6 week post partum period following the birth, provided you have sufficient days to use and the medical documentation to support their use. You should consider using the new S.E.B. Plan and contact the E.T.F.O. Niagara office to weigh your options. See the section in front "Using Sick Days after Birth vs S.E.B."

- f) *How long can I collect E.I.?*

You may collect E.I. for the duration of your Pregnancy, Parental/Adoption leave up to a maximum of 52 weeks.

- g) *What happens if I don't pay my Ontario College of Teachers' payment (even though I did not receive an invoice)?*

You will be deemed as "not in good standing" and will have to re-apply to the College of Teachers, as well as pay an application fee (presently \$100.00) plus the current annual fee. You may also be required to pass a security check.

- h) *What happens if I take a Personal Leave and then need to take another Pregnancy, Parental/Adoption leave?*

Before you can qualify for Pregnancy/Parental/Adoption Leave benefits, you will need to work 600 hours and contribute to E.I. during that time.

- i) *Can I return to the school I left at the beginning of my Pregnancy, Parental/Adoption Leave?*

You have the right to return to the position you left, provided it still exists.

- j) *Do I move up the pay grid when on Pregnancy, Parental/Adoption Leave?*

Yes, you would move up the years of experience as you would seniority.

- k) *When do I start collecting money while on Pregnancy, Parental/Adoption Leave?*

Once you apply after your last day worked, you will have 2 weeks waiting period when you start your Pregnancy, Parental/Adoption Leave. DSBN pays a Supplementary Employment Benefits (SEB) for this period. Then you start collecting E.I. Benefits for 15 weeks.

## APPENDIX A

### SAMPLE REQUEST LETTER FOR PREGNANCY LEAVE (WITHOUT S.E.B. PLAN)

Date

(Name of Superintendent of Human Resources)  
Superintendent of Human Resources  
District School Board of Niagara  
191 Carlton Street  
St. Catharines, Ontario L2R 7P4

Dear (Name of Superintendent of Human Resources),

Pursuant to Article 13.05 of the Elementary Collective Agreement, I would like to apply for a Pregnancy Leave to commence \_\_\_\_\_, 20\_\_ and to conclude \_\_\_\_\_, 20\_\_.

Enclosed you will find a doctor's certificate stating the expected date of delivery (\_\_\_\_\_).

I understand that seniority and teaching experience credit shall continue to accrue during the pregnancy or parental leave.

As indicate in Article 13.05 (j), I understand that I will be reinstated to the position most recently held, if it still exists, or to a comparable position, if it does not.

Sincerely,

(Signature)  
Your Name  
Your School/Site

cc: (Name of Your Principal), Principal  
ETFO Niagara  
Human Resources  
your at-home personal file

**APPENDIX B**

**SAMPLE REQUEST LETTER FOR PREGNANCY LEAVE**  
**(WITH S.E.B. PLAN)**

Date

(Name of Superintendent of Human Resources)  
Superintendent of Human Resources  
District School Board of Niagara  
191 Carlton Street  
St. Catharines, Ontario L2R 7P4

Dear (Name of Superintendent of Human Resources),

Pursuant to Article 13.05 of the Elementary Collective Agreement, I would like to apply for a Pregnancy Leave and Supplemental Employment Benefit Plan to commence \_\_\_\_\_, 20\_\_ and to conclude \_\_\_\_\_, 20\_\_.

Enclosed you will find a doctor's certificate stating the expected date of delivery (\_\_\_\_\_).

I understand that seniority and teaching experience credit shall continue to accrue during the pregnancy or parental leave.

As indicate in Article 13.05 (j), I understand that I will be reinstated to the position most recently held, if it still exists, or to a comparable position, if it does not.

Sincerely,

(Signature)  
Your Name  
Your School/Site

cc: (Name of Your Principal), Principal  
ETFO Niagara  
Human Resources  
your at-home personal file

## APPENDIX C

### SAMPLE REQUEST LETTER FOR PARENTAL/ADOPTION LEAVE (WITHOUT S.E.B. PLAN)

Date

(Name of Superintendent of Human Resources)  
Superintendent of Human Resources  
District School Board of Niagara  
191 Carlton Street  
St. Catharines, Ontario L2R 7P4

Dear (Name of Superintendent of Human Resources),

Pursuant to Article 13.06 of the Elementary Collective Agreement, I would like to apply for a Parental/Adoption Leave to commence \_\_\_\_\_, 20\_\_ and to conclude \_\_\_\_\_, 20\_\_.

I understand that seniority and teaching experience credit shall continue to accrue during the pregnancy or parental leave.

As indicate in Article 13.06 (j), I understand that I will be reinstated to the position most recently held, if it still exists, or to a comparable position, if it does not.

Sincerely,

(Signature)  
Your Name  
Your School/Site

cc: (Name of Your Principal), Principal  
ETFO Niagara  
Human Resources  
your at-home personal file

**APPENDIX D**

**SAMPLE REQUEST LETTER FOR PARENTAL/ADOPTION LEAVE**  
**(WITH S.E.B. PLAN)**

**Date**

**(Name of Superintendent of Human Resources)**  
**Superintendent of Human Resources**  
**District School Board of Niagara**  
**191 Carlton Street**  
**St. Catharines, Ontario L2R 7P4**

**Dear (Name of Superintendent of Human Resources),**

**Pursuant to Article 13.06 of the Elementary Collective Agreement, I would like to apply for a Parental/Adoption Leave and Supplemental Employment Benefit Plan to commence \_\_\_\_\_, 20\_\_\_\_ and to conclude \_\_\_\_\_, 20\_\_\_\_.**

**I understand that seniority and teaching experience credit shall continue to accrue during the pregnancy or parental leave.**

**As indicate in Article 13.06 (j), I understand that I will be reinstated to the position most recently held, if it still exists, or to a comparable position, if it does not.**

**Sincerely,**

**(Signature)**  
**Your Name**  
**Your School/Site**

**cc: (Name of Your Principal), Principal**  
**ETFO Niagara**  
**Human Resources**  
**your at-home personal file**

## APPENDIX E

### SAMPLE REQUEST LETTER FOR PREGNANCY & PARENTAL LEAVE (WITHOUT S.E.B. PLAN)

Date

(Name of Superintendent of Human Resources)  
Superintendent of Human Resources  
District School Board of Niagara  
191 Carlton Street  
St. Catharines, Ontario L2R 7P4

Dear (Name of Superintendent of Human Resources),

Pursuant to Article 13.05 of the Elementary Collective Agreement, I would like to apply for a Pregnancy Leave to commence \_\_\_\_\_, 20\_\_ and to conclude \_\_\_\_\_, 20\_\_.

Pursuant to Article 13.06 in the Elementary Collective Agreement, I would like to apply for a Parental Leave of \_\_\_\_\_ weeks (up to 35 weeks) to commence \_\_\_\_\_, 20\_\_ and to conclude \_\_\_\_\_, 20\_\_.

Enclosed you will find a doctor's certificate stating the expected date of delivery (\_\_\_\_\_).

I understand that seniority and teaching experience credit shall continue to accrue during the pregnancy or parental leave.

As indicate in Article 13.05 (j) and Article 13.06 (j), I understand that I will be reinstated to the position most recently held, if it still exists, or to a comparable position, if it does not.

Sincerely,

(Signature)  
Your Name  
Your School/Site

cc: (Name of Your Principal), Principal  
ETFO Niagara  
Human Resources  
your at-home personal file

## APPENDIX F

### SAMPLE REQUEST LETTER FOR PREGNANCY & PARENTAL LEAVE (WITH S.E.B. PLAN)

Date

(Name of Superintendent of Human Resources)  
Superintendent of Human Resources  
District School Board of Niagara  
191 Carlton Street  
St. Catharines, Ontario L2R 7P4

Dear (Name of Superintendent of Human Resources),

Pursuant to Article 13.05 of the Elementary Collective Agreement, I would like to apply for a Pregnancy Leave and Supplemental Employment Benefits Plan to commence \_\_\_\_\_, 20\_\_ and to conclude \_\_\_\_\_, 20\_\_.

Pursuant to Article 13.06 in the Elementary Collective Agreement, I would like to apply for a Parental Leave of \_\_\_\_\_ weeks (up to 35 weeks) to commence \_\_\_\_\_, 20\_\_ and to conclude \_\_\_\_\_, 20\_\_.

Enclosed you will find a doctor's certificate stating the expected date of delivery (\_\_\_\_\_).

I understand that seniority and teaching experience credit shall continue to accrue during the pregnancy or parental leave.

As indicate in Article 13.05 (j) and Article 13.06 (j), I understand that I will be reinstated to the position most recently held, if it still exists, or to a comparable position, if it does not.

Sincerely,

(Signature)  
Your Name  
Your School/Site

cc: (Name of Your Principal), Principal  
ETFO Niagara  
Human Resources  
your at-home personal file

**APPENDIX G**

**SAMPLE REQUEST LETTER FOR PREGNANCY & PARENTAL LEAVE**  
**INCLUDING REQUEST FOR SICK DAYS**

Date

(Name of Superintendent of Human Resources)  
Superintendent of Human Resources  
District School Board of Niagara  
191 Carlton Street  
St. Catharines, Ontario L2R 7P4

Dear (Name of Superintendent of Human Resources),

Pursuant to Article 13.05 of the Elementary Collective Agreement, I would like to apply for a Pregnancy Leave to commence \_\_\_\_\_, 20\_\_ and to conclude \_\_\_\_\_, 20\_\_.

Pursuant to Article 13.05 (f) of the Elementary Collective Agreement, I would like to apply for the Supplemental Employment Benefit (S.E.B.) plan for the two week waiting period for E.I. Pregnancy Benefits.

Pursuant to Article 13.06 in the Elementary Collective Agreement, I would like to apply for a Parental Leave of \_\_\_\_\_ weeks (up to 35 weeks) to commence \_\_\_\_\_, 20\_\_ and to conclude \_\_\_\_\_, 20\_\_.

Furthermore, I have been advised by my doctor that I will be unable to work for a period of time of six weeks following the delivery. For this period of time, I am applying for six weeks (30 working days\_ sick leave pay and benefits under the Collective Agreement.

Enclosed you will find a doctor's certificate stating the expected date of delivery (\_\_\_\_\_).

I understand that seniority and teaching experience credit shall continue to accrue during the pregnancy or parental leave.

As indicate in Article 13.05 (j) and Article 13.06 (j), I understand that I will be reinstated to the position most recently held, if it still exists, or to a comparable position, if it does not.

Sincerely,

(Signature)  
Your Name  
Your School/Site

cc: (Name of Your Principal), Principal  
ETFO Niagara  
Human Resources  
your at-home personal file

## APPENDIX H

### ARTICLE 13 (Collective Agreement 2008 - 2012)

#### 13.05 Pregnancy Leaves

- a) Reason for Leave - pregnancy
- b) Who may apply - any teacher who qualifies under the *Employment Standards Act*
- c) How to apply - Application to the appropriate Supervisory Officer as far in advance of the requested commencement of the leave as possible. Such written notice shall also contain a certificate from a legally qualified medical practitioner stating the expected birth date.
- d) Length of Leave - A pregnant teacher shall be granted an unpaid pregnancy leave of up to the amount provided under the *Employment Standards Act* (currently seventeen weeks maximum duration.)
- e) Extension - See Parental Leave
- f) Salary during Leave - The Board shall provide for teachers on pregnancy leave a supplementary employment benefits plan. The plan will pay an amount equal to one-hundred percent (100%) of the teacher's regular salary during the mandatory two week waiting period for Employment Insurance pregnancy benefits, provided that the teacher is eligible for pregnancy benefits under E.I. laws and regulations and provided that they provide documentation to the Board.  
The Board will provide a further top up equivalent to the difference between what an employee receives from E.I. and eighty percent (80%) of the teacher's regular salary during the further six (6) week period. The top up payment from the Board will be payable to the teacher only for those days during the two (2) week waiting period and the six (6) week top up period which fall on regular school days (maximum forty (40) days). If not eligible for E.I., in accordance with Article 13.02 (d), the teacher will be entitled to regular compensation from their sick leave bank, for a maximum of thirty (30) workdays.
- g) Benefits during Leave - Subject to the agreement of the carrier(s), the Board shall continue to make its contributions to the premium costs of the benefits plans, provided the teacher continues her contributions, unless the teacher elects, in writing, not to do so.

- h) Teaching experience for Grid Placement - Teaching experience shall continue to accrue during the period of leave.
- i) Seniority - Seniority shall continue to accrue during the period of leave.
- j) Return from Leave - A teacher returning from pregnancy leave shall be reinstated to the position most recently held by the teacher, if it exists, or a comparable position, if it does not.  
- A member of the Local holding a Consultant position shall be guaranteed his/her former Consultant position upon return from leave, provided the position still exists and provided that the leave does not exceed one (1) year.
- k) Salary calculation - A teacher is entitled to be paid her annual salary in proportion to the sum of the total number of school days on which the teacher works divided by the total number of school days in the school year. (# days worked / # days in school year x salary).
- l) Other Conditions
  - Alternative Start Date - A teacher who has given notice to begin pregnancy leave may change the notice to an earlier date if the teacher gives at least two (2) weeks written notice to the appropriate Supervisory Officer or to a later date if the teacher gives at least two (2) weeks written notice to the appropriate Supervisory Officer prior to the date the leave was to begin.
  - Alternative End Date - A teacher who has given notice to end a pregnancy leave may change the notice to an earlier date if the teacher gives at least four (4) weeks written notice to the appropriate Supervisory Officer prior to the date the leave was to end.  
- Notwithstanding, request for modification of the above timelines may be considered by the Director or appropriate Supervisory Officer.  
- A teacher whose pregnancy leave is scheduled to commence between the opening of school in September and September 30<sup>th</sup>, or is scheduled to end between May 31<sup>st</sup> and the end of the school year, may by the mutual consent of the teacher, Superintendent of Schools and the Local, be assigned to her home school as an Occasional Teacher and shall be required to work in any school in her Region requiring an Occasional Teacher. During this assignment, the teacher will receive full salary and benefits.

## 13.06

### Parental/Adoption Leave

- a) Reason for Leave - birth of their child or the coming of the child into custody, care and control of a parent for the first time.
  
- b) Who may apply - a teacher who is the parent of a child following the birth of their child or the coming of the child into custody, care and control of a parent for the first time. The leave may begin **no later than fifty-two (52) weeks** after the day the child is born or comes into the custody, care and control of a parent for the first time. However the parental leave of a teacher who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
  
- c) How to apply - Application in writing to the appropriate Supervisory Officer as far in advance of the requested commencement of the leave as possible but no less than two (2) weeks prior to the beginning of the leave.
  
- d) Length of Leave - A teacher shall be granted an unpaid parental/adoption leave of up to the amount provided under the *Employment Standards Act*. (currently thirty-five (35) weeks maximum duration)
  
- e) Extension - The Board shall, upon written request of the teacher and subject to the availability of a suitable replacement, grant a personal leave of absence to a teacher who has previously been granted a parental leave. However, such combined leaves of absence shall not normally exceed an aggregate maximum of three (3) years and shall terminate on August 31<sup>st</sup>.
  
- f) Salary during Leave - The Board shall provide for teachers on parental/adoption leave a supplementary employment benefits plan. The plan will pay an amount equal to one-hundred percent (100%) of the teacher's regular salary during the mandatory two week waiting period for Employment Insurance parental/adoption benefits, provided that the teacher is eligible for parental/adoption benefits under E.I. laws and regulations and provided that they provide documentation to the Board. The top up payment from the Board will be payable to the teacher only for those days during the two (2) week waiting period which fall on regular school days (maximum (10) days).
  
- g) Benefits during Leave - Subject to the agreement of the carrier(s), the Board shall continue to make their contributions to the premium costs of the benefit plans, provided the teacher continues his/her contributions to the Board.

- h) Teaching experience for Grid Placement - Teaching experience shall continue to accrue during parental/adoption leave.
- i) Seniority - Seniority shall continue to accrue during the period of leave.
- j) Return from Leave - A teacher returning from a parental or adoptive leave shall be reinstated to the position most recently held by the teacher, if it still exists, or to a comparable position, if it does not.
- A member of the Local holding a Consultant position shall be guaranteed his/her former Consultant position upon return from leave, provided the position still exists and provided that the leave does not exceed one (1) year.
- k) Other Conditions
  - Alternative Start Date - A teacher who has given notice to begin parental/adoption leave may change the notice to an earlier date if the teacher gives at least two (2) weeks written notice to the appropriate Supervisory Officer or to a later date if the teacher gives at least two (2) weeks written notice to the appropriate Supervisory Officer prior to the date the leave was to begin.
  - Alternative End Date - A teacher who has given notice to end a parental/adoption leave may change the notice to an earlier date if the teacher gives at least four (4) weeks written notice to the appropriate Supervisory Officer or to a later date if the teacher gives at least four (4) weeks written notice to the appropriate Supervisory Officer prior to the date the leave was to begin.
  - Notwithstanding, request for modification of the above timelines may be considered by the Director or appropriate Supervisory Officer.

# Should I continue my Long Term Disability coverage during my leave of absence?

The answer to this question deserves careful consideration. Long Term Disability (LTD) insurance provides a safety net that will replace a percentage of your salary and provide pension plan protection should you be unable to work because of an illness or injury.

Your LTD plan recognizes that most members are in a highly vulnerable financial position should they be confronted with a loss of income during a lengthy or permanent disability.

**While on leave of absence, you have two options:**

1. Maintain your LTD coverage by continuing to pay your premiums, **OR**
2. Discontinue your LTD coverage by ceasing your premium payments.

When you return to work your coverage will be reinstated and you will be subject to a pre-existing condition clause.



## Maintaining your LTD coverage

If you choose to maintain your LTD coverage and you become disabled while on leave, you are eligible to apply for LTD benefits. There will be no break in your coverage and you will not be subject to a pre-existing condition clause upon your return to work.

### Example 1:

*Tracey is diagnosed with cancer during her leave of absence. While undergoing cancer treatment, her leave of absence ends and she is unable to return to work. As Tracey maintained her LTD coverage during her leave, she is eligible to apply for LTD benefits. The benefits, payable on or after the date her leave is scheduled to end, will help her replace her income while she is unable to work.*

## Discontinuing your LTD coverage

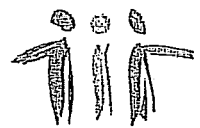
If you become disabled while on leave, you will not be eligible for LTD benefits. Upon your return to work, your coverage will be reinstated and you will be subject to a pre-existing condition clause if you become disabled within 12 months from the date of reinstatement.

### What is a pre-existing condition?

*This is a disability arising from illness or injury for which you obtained medical care during the 90 day period before you become re-insured.*

### Example 2:

*Tracey is diagnosed with cancer during her leave of absence. Tracey did not maintain her LTD coverage during her leave, therefore, she is not eligible to apply for LTD benefits to help her replace her income if she is unable to return to work. If Tracey returns to work after her leave of absence ends, her LTD coverage will be automatically reinstated, but if Tracey has to discontinue work less than one year from her reinstatement of insurance date, her benefits will be subject to a pre-existing condition clause. She can apply for LTD, but if it is determined that her medical condition is pre-existing, her LTD application will be declined.*



OTIP RAEQ

Solutions that work for the education community

1-866-733-6847 | [www.otip.com](http://www.otip.com)

## ETFO Niagara Local

### Preparing for Your Leave of Absence – Your Long Term Disability Insurance

Before you go on a leave of absence, there are a few decisions you'll have to make about your Long Term Disability (LTD) coverage. The information below can help you make an educated decision about your options.

Under the terms of our LTD contract with OTIP, it states that full LTD coverage can be continued for up to 24 months during a full-time or part-time leave, as long as the reason for the leave is **not medically related**. If the reason for the reduction in schedule is because you are no longer able to perform full duties, please contact Sharon Aloian, ETFO Niagara Local to discuss further.

To maintain your LTD benefits at your full salary level during an approved leave of absence (personal, part- or full-time), you must pay your premiums based on the full salary for the position that you are on leave from.

If you choose to discontinue your LTD coverage while on personal leave, when you are finished your leave, your coverage will be reinstated. However, if you discontinue your coverage and are injured or become ill while you are on your personal leave, your LTD claim related to that injury or illness will not be eligible for payment.

LTD coverage cannot be reinstated until you are once again actively at work. If you discontinue your coverage and become ill or injured while on leave but come back to work for a short period to reinstate your coverage, claims you make related to an illness or injury that happened before your coverage was reinstated may not be eligible for payment. Your policy contains a pre-existing condition clause that does not cover claims related to illnesses or injuries that occurred during a certain period of time before coverage took effect.

### Making your decision

Before you **begin** your leave, DSBN will provide you with a form that you must complete, indicating the length of your leave and whether you're continuing or discontinuing your LTD coverage. When the Board receives the completed form, **your premiums will be adjusted accordingly.**

#### 24 Month Maximum Continuation of Coverage

As noted above, our LTD contract with OTIP states that full LTD benefits can be continued during an approved full or part-time leave for up to 24 consecutive months. Legislated maternity/parental leave is not included in this 24 month maximum. (eg., member takes a 6-month LOA; then 12-month maternity leave; then another 3-month LOA. This totals 9 consecutive months.)

If, however, you are at the stage that approval for a leave (other than legislated maternity/parental leave), beyond a 24 consecutive month duration, in order to continue eligibility for LTD coverage based on full earnings, specific approval from OTIP has to be obtained. In order to pursue this approval, please contact Sharon Aloian, ETFO Niagara Local to discuss further.

We have also attached an OTIP communication regarding continuation of benefits during a leave of absence. Understanding your options can be confusing. If you have any questions about the decisions you'll have to make about your LTD insurance, please contact Sharon Aloian, ETFO Niagara Local at 905-892-2917 or Donna Morrison at OTIP at 1-877-260-3892 extension 2703.

## APPENDIX J

## Benefits of Buying Back

There are considerable benefits to buying back credit for an absence. The easiest and most convenient way for active plan members to discover these benefits is to sign in to [iAccess Web](#), the secure member website.

All the tools and personalized information you need can be found in your online Buyback Centre. Visit the Centre to understand how a purchase of credit can improve your future monthly pension and what your earliest possible date of retirement with an unreduced pension would be—with or without the purchase.

**How can a buyback improve a pension?**

This chart demonstrates the increase in an annual unreduced pension with a buyback of one, two and five years of credit.

Buyback of credit	Increase in annual pension, based on salary* of:		
	\$50,000	\$70,000	\$90,000
One year	\$1,000	\$1,400	\$1,800
Two years	\$2,000	\$2,800	\$3,600
Five years	\$5,000	\$7,000	\$9,000

\*Average best-five years' salary

**Example of cost and benefits**

Sarah received permission from her school board to take a two-year leave of absence, ending Dec. 31, 2007. The cost to buy back the leave is \$11,880, based on Sarah's \$60,000 salary.

Here's the impact on Sarah's future pension with and without the buyback:

If Sarah buys back the credit, she qualifies to retire with an annual unreduced pension June 30, 2010.

If she does not buy back the credit, she must work an additional year—until June 30, 2011—to qualify to retire with an annual unreduced pension.

The bottom line

An investment of \$11,880 lets Sarah retire one year earlier and collect an extra year of pension.

Posted May 2011

**APPENDIX J - CONTINUED**

## Deadlines

You have up to five years from the end of an eligible leave of absence or break in service to buy back credit for the absence. If you miss the deadline, you forfeit the opportunity to buy back.

An exception applies to this deadline if your employer arranges for you to work outside of Canada during your absence. In that type of situation, you must buy back the credit before your absence ends. Different deadlines also apply if you buy back other eligible periods, such as credit for other employment.

Posted August 2011

## APPENDIX J - CONTINUED

## Cost of Buying Back

The easiest and most convenient way to find out how much it will cost you to buy back credit for a past or future absence is by signing in to [iAccess Web](#), the secure member website.

Your online Buyback Centre gives you all the details you need about how much you need to pay, when you need to pay and how you can plan your payments to take advantage of the interest-free period.

Keep in mind that buying credit for an absence means you accumulate more credit. More credit, and not what you pay for the buyback, entitles you to a larger pension.

### Calculating the cost

There are two ways we determine the cost of buying back credit:

#### 1. Contributions plus interest

This is roughly the amount you would have contributed to the plan if you had continued to work, plus applicable interest. Contributions are calculated by multiplying your salary immediately prior to your absence by the following contribution rate(s) for the year(s) you are buying back:

Year of Absence	Contribution Rate*
Before 2007	8.9%
2007	10.9%
2008	11.2%
2009	12.0%
2010	12.0%
2011	12.0%

\*As a percentage of your base salary

For example, in 2009, Nicole takes a leave of absence from her full-time teaching job to travel around the world. Her annual rate of pay immediately prior to her absence is \$60,000. Here's what it will cost Nicole to buy back the leave:  $\$60,000 \times 12.0\%$  (contribution rate for 2009) = \$7,200 + interest charges

We use the standard interest-rates in effect from the end of your leave until your buyback is completed. For example, interest rates were 1.90% in 2010 and 1.81% in 2011.

**NOTE:** If your leave spans more than one school year, we also apply an escalation factor to your salary to account for year-over-year changes in employment information. This factor is prescribed by the Ministry of Education.

#### 2. Actuarial cost

Actuarial cost is the present value of the expected improvement in your pension resulting from the buyback of credit. It is based on assumptions about interest rates, inflation rates, mortality rates, salary increases, and other factors. It also takes into account your age, pension credit and salary.

Generally, the closer you are to retirement, the greater the actuarial cost to buy back credit.

Posted December 2011

**APPENDIX J - CONTINUED**

## Payment Options

You can make your first payment approximately 45 days after your leave begins. We will contact you by e-mail at that time to confirm your cost. You can only make payments for service associated with the current calendar year. For example, you cannot pay now for a buyback that will occur in two years' time.

You can also choose to pay after your absence, but your payments will be subject to interest charges and, depending on when you pay, there may be different tax implications.

There are two ways you can pay for an absence:

### 1. Pay during your absence

You can continue to contribute during your absence by providing us with postdated cheques or by setting up automatic bank withdrawals. You can sign in to [Access Web](#) any time after your leave starts to determine your monthly payments.

By continuing to contribute, you avoid interest charges and there's no risk of missing the payment deadline.

### 2. Pay when you return to work

You have up to five years from the end of your eligible leave of absence or break in service to pay for all or part of the credit. Remember that as soon as your leave ends, interest will begin to be charged. If you miss the deadline, you forfeit the opportunity to buy back credit. If you buy back only part of your absence, you will receive a corresponding amount of credit.

### How can I pay?

We accept buyback payments made from a personal bank account (by cheque, Internet or telephone banking) or through a transfer of funds from an RRSP or using a combination of these methods. Buybacks cannot be paid by credit card or by payroll deduction.

If you pay after April 30 of the calendar year following the year your absence ended, the buyback will be subject to approval from the [Canada Revenue Agency \(CRA\)](#), based on how much RRSP contribution room you have available. See [Tax Implications](#) for details.

### Breaks in service due to disability

If you decide to buy back credit for a break in service due to disability, please [contact us](#) for payment options.

Posted December 2011

## APPENDIX K

### IF YOU TAKE A LEAVE OR BREAK FROM WORK

---

Many members take leaves of absences during their careers. If you take an employer-approved leave, you may be eligible to buy back credit for the time you're away. Taking such action allows your pension to grow during your absence. This may allow you to retire sooner with a higher pension.

If you will be taking a pregnancy or parental leave, you will continue to contribute through your employer unless you make other arrangements. Contact your employer at least two weeks before you leave to firm up details.

#### How to buy credit

You can apply to buy back credit online at iAccess Web, the secure members-only section of our website, or contact us to establish eligibility.

There are two key ways to buy credit:

1. During your leave of absence – The least expensive way to buy back credit is to give us postdated cheques for your contributions at the start of your absence or to set up automatic bank withdrawals. Because your contributions continue as if you are working, you won't be charged interest.

2. Pay within five years – If you don't contribute during your absence, you may buy back the credit, in a lump sum, within five years of the end of your eligible leave. You will be charged for the missed contributions, plus interest. If you miss the five-year deadline, you forfeit the opportunity to purchase the credit.

#### Buying breaks in service

You may qualify to buy back credit for a break in service if you were not granted a leave of absence and you left your job:

- to care for a child under age seven;
- for compassionate reasons, such as caring for an ill family member;
- because of ill health; or
- to serve in an elected office (municipal, federal or provincial).

You have five years from the end of your eligible absence to complete the buyback.

### IF YOUR MARRIAGE ENDS

---

There are special laws that govern the treatment of pension benefits if your marriage ends. Contact us, or visit our website at [www.otpp.com](http://www.otpp.com), for more information.



**APPENDIX L**

**PLEASE NOTE: THESE CALCULATIONS ARE EXAMPLES ONLY. CONTACT DSBN PAYROLL DEPT FOR ACTUAL CALCULATION.**

**PREGNANCY/PARENTAL/ADOPTION LEAVE  
CALCULATION OF SALARY**

**Leave Date:**

Date	Number of Teaching Days (Worked)	Calculations	Actual Salary Received	Difference	Money (Taxable)
Jan. 5/04	78	$78/194 \times \$54943 = \$22090.48$	8 pays x 4.1666 x \$54943 = \$18314.04	\$3,776.44	To Come
Feb. 2/04	98	$98/194 \times \$54943 = \$27754.71$	10 pays x 4.1666 x \$54943 = \$22892.55	\$4,862.16	To Come
Mar. 1/04	118	$118/197 \times \$54943 = \$33418.94$	12 pays x 4.1666 x \$54943 = \$27471.06	\$5,947.88	To Come
Apr. 1/04	136	$136/194 \times \$54943 = \$38516.74$	14 pays x 4.1666 x \$54943 = \$32044.96	\$6,471.78	To Come
May 3/04	156	$156/194 \times \$54943 = \$44180.97$	16 pays x 4.1666 x \$54943 = \$36628.08	\$7,552.89	To Come
June 1/04	176	$176/194 \times \$54943 = \$49845.19$	18 pays x 4.1666 x \$54943 = \$41206.59	\$8,638.60	To Come

**Return Date:**

Date	Number of Teaching Days (to Work)	Calculations	Pay Periods Remaining in Year	Actual Gross Salary Per Pay
Jan. 5/04	116	$116/194 \times \$54943 = \$32852.51$	16	\$2,053.28
Feb. 2/04	96	$96/194 \times \$54943 = \$27188.29$	14	\$1,942.02
Mar. 1/04	76	$76/197 \times \$54943 = \$21524.06$	12	\$1,793.67
Apr. 1/04	58	$58/194 \times \$54943 = \$16426.25$	10	\$1,642.63
May 3/04	38	$38/194 \times \$54943 = \$10760.03$	8	\$1,345.00
June 1/04	18	$18/194 \times \$54943 = \$5097.80$	6	\$849.63