

IV.5.4.2 Eligibility for Pregnancy, Maternity and Parental Leave Sub-Plan(s)

In the light of the ongoing professional responsibilities of members, the Board agrees to provide the following sub-plans. **Leave shall be granted upon written request.** To be eligible for the maternity and/or parental leave sub-plans, a faculty member/professional librarian must meet eligibility requirements for Employment Insurance (E.I), and be planning to return to work no later than fifty-two (52) weeks from the commencement of maternity/parental unpaid leaves. A member must have been employed at Trent University for **a total of 12 months** ~~one (1) year~~ **within the past 24 months** in order to file for leaves under the following sub-plans. ~~A member is required to apply in writing at least four (4) weeks prior to the start of the leave, and to provide a certificate from a legally-qualified medical practitioner stating the due date.~~ If the member wishes to change the date of return to work, written notice must be given at least four (4) weeks before the expected return to work date.

IV.5.4.2.1 IV.5.4.3 Maternity Leave Sub-Plan

- i) First two (2) weeks - 95% of member's normal salary/wages will be paid by the University upon receipt of Employment Insurance acceptance, if the waiting period is not yet served;
- ii) Next fifteen (15) weeks - the University will supplement Employment Insurance benefits to 95% of normal salary/wages.

In cases of a pregnancy and maternity leave, the teaching component of the member's duties will be replaced, in accordance with current practice, by either full-time or part-time faculty. For Professional Librarian members, the assigned duties component will be similarly replaced.

IV.5.4.2.2 IV.5.4.4 Parental/Adoption Leave

IV.5.4.2.2.1 IV.5.4.4.1 Parental leave is available to both parents. The definition of parent may include a person with whom a child is placed for adoption or a person who is in a relationship of some permanence with the parent of a child and who intends to treat the child as his or her own.

If an employee is eligible for maternity leave under Article IV.5.4.3, they may also extend the sub-plan for an additional ten (10) weeks as a parental leave providing the parental leave is taken immediately following the maternity leave.

Parental/adoption leave benefits for staff not eligible under Article IV.5.4.3 shall be subject to the following conditions:

- i) first two (2) weeks - 95% of member's normal salary/wages will be paid by the University upon receipt of Employment Insurance acceptance, if the waiting period is not yet served;
- ii) next ten (10) weeks - the University will supplement Employment Insurance benefits to 95% of normal salary/wages;
- iii) next twenty-five (25) weeks will be considered as unpaid leave from the University.

IV.5.4.2.3 ~~IV.5.4.4.2~~ The member's and the Board's contributions to the pension and benefits plans during the maternity and parental/adoption leave shall be on the basis of 100% of salary. During this period of leave, the employee will continue to pay premiums on the portion of salary paid by Trent. The remainder of the cost of the contributions will be covered by the Board. For the purpose of sabbatical credits, any period of maternity and parental/adoption leave shall be considered as a period of service with the University.

IV.5.4.2.4 ~~IV.5.4.4.3~~ When a member ~~return~~ **returns** to work following a parental leave, compensation shall be the same as if the member had not been on leave.

IV.5.4.2.5 ~~IV.5.4.4.4~~ A probationary member on maternity or parental/adoption leave shall, upon written request to the Dean or University Librarian at the time of his/her return to duties after the leave, have his/her maximum probationary period increased by one (1) year. In the case of two (2) or more such leaves during his/her probationary period, the maximum probationary period for the member may be increased by a maximum of two (2) years.

IV.5.4.2.6 ~~IV.5.4.4.5~~ If an employee decides not to return to work, the employee agrees to repay the Board, the University's portion of the sub-plan.

IV.5.4.3 Bereavement Leave and Compassionate Leave

IV.5.4.3.1 In the event of a death in a Member's immediate family, the Member shall be entitled to five (5) working days Bereavement Leave. "Immediate family" for the purposes of Article IV.5.4.3 is defined as spouse, common-law spouse, same sex partner, child, sibling, parent, mother/father-in-law, grandparent or grandchild, foster parent, ward or any other individual close to the employee.

IV.5.4.3.2 When an event such as illness, injury or death in a Member's immediate family occurs, and clearly requires the Member to be absent from the University for compassionate reasons, the Member shall be entitled to Compassionate Leave with Pay for up to six (6) months or until the end of his/her appointment, whichever comes first. Members who have been employed by the University continuously for one (1) year or more at the commencement of the leave and currently hold an appointment of a year's duration or longer with the University shall be entitled to up to six (6) months Compassionate Leave With Pay. All other Members shall be entitled to up to one (1) week of Compassionate Leave With Pay.

IV.5.4.3.3 The Member shall inform the Dean in writing of their intension to take Bereavement or Compassionate Leave. with particulars, as soon as possible.

IV.5.4.3.4 Members may be entitled to additional Bereavement Leave or Compassionate Leave provided by law. Additional Bereavement Leave or Compassionate Leave with pay or without pay may be granted by the Dean.

IV.5.4.4 Leave for Personal Reasons

IV.5.4.4.1 Leave for Personal Reasons requiring urgent attention may be granted by the Dean/University Librarian with or without pay. The Dean/University Librarian shall be notified as soon as practicable of the length of the requested leave and the reasons for it. The Dean/University Librarian shall make her/his decision based on the reasonableness of the request in light of all the circumstances.

IV.5.4.5 ~~IV.5.4.5~~ Sick Leave

In cases where members are absent due to illness or injury and prevented from performing their duties, they shall be entitled to full salary and all other benefits for a period of six (6) months from the commencement of the absence. In cases where members are

prevented from performing some of their duties, due to illness or injury, they shall be entitled to full salary and all other benefits for a cumulative period of six (6) months from the date of the first such limitation on the performance of duties, appropriately pro-rated to provide for up to twelve (12) months of full salary and all other benefits.

In the event of recurring illness, the entitlement is a single period of six (6) months of benefits if the disability is due to the same or related cause.

If the member qualifies for benefits under the Long Term Disability Plan, the specified benefit (see VIII.4.1(h)) will become payable after the expiry of the appropriate sick leave period.

In the event of frequent absences the Board shall be entitled to request proof, in a form satisfactory to the Board, indicating the member is unable to fulfill duties. In an absence of more than two (2) weeks, a medical certificate will be required by the Board, in order that coverage under the Long Term Disability Plan can be initiated. For cases outside Canada the employer may, for either of the above situations, and at its expense, require a second opinion from a mutually acceptable practitioner retained by the employer, and the member shall cooperate with the reasonable requests of such a practitioner.

Members shall notify their departmental or program Chair or University Librarian as soon as possible of their absence and its estimated duration.