Memorandum of Agreement

Between

Royal Roads University

And

Royal Roads University Faculty Association

Re: Maternity and Parental Leave

The University and the Faculty Association agree that effective on the date of this Memorandum of Agreement, Articles 30.9 and 30.10 of the Parties' 2014-2019 Collective Agreement shall be amended as reflected in Appendix "A" attached.

The University agrees to provide the Faculty Association with a list of any and all Members who are currently on maternity or parental leave.

Agreed at Victoria, BC this 10th day of September, 2018.

ON BEHALF OF THE UNIVERSITY:  

Allan Cahoon  
President and Vice-Chancellor

Stephen Grundy  
Vice-President Academic and Provost

ON BEHALF OF THE ROYAL ROADS UNIVERSITY FACULTY ASSOCIATION:

Kenneth Christie  
President

David Black  
Chief Bargaining Officer

Cheryl Eason  
Vice-President and Chief Financial Officer

Wendy Rowe  
Bargaining Committee Member

Kenneth Christie  (in absentia)
Appendix “A”

30.9 Maternity (Pregnancy) Leave Policy

a) A Member will be granted maternity leave for up to seventeen (17) consecutive weeks under the provisions of the Employment Standards Act. Also, as per the Act, up to six (6) additional consecutive weeks of unpaid leave may be granted if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave is scheduled to end.

b) A Member will submit a maternity/parental Leave Request Form to her Dean, University Librarian or designate at least four (4) weeks prior to the commencement of the leave.

c) Bridging and Top Up Benefits

Bridging and Top Up benefits will only apply to those Members who, due to their term of employment will satisfy the “return to work” criteria set out in this Article. During the period of maternity leave, a Member who has applied for and received Employment Insurance Benefits is eligible for supplementary maternity leave benefits as follows:

i) 100% of the basic gross earnings for the initial one (1) week of maternity leave while an Employment Insurance waiting period is being served; and,

ii) for any further period of up to fifteen (15) weeks during which the Member is collecting Employment Insurance maternity benefits, the Member will receive payments equivalent to the difference between 95% of the weekly salary and the amount of Employment Insurance earnings the Member is receiving.

d) Pension/Benefits While on Maternity (Pregnancy) Leave

i) Pension/benefits will only apply to the extent of the Member’s coverage at the time of commencing leave. During the period of maternity leave the Employer will continue to pay the benefit premiums normally paid for the eligible Member. Should the Member wish to continue Optional Life coverage, payment arrangements can be made between the Employer and Member for the period of leave to be covered.

ii) Members participating in the College Pension Plan may apply to the Pension Corporation to make contributions for the period of absence in accordance with Pension Corporation regulations.
e) Payment

To receive the benefits defined in Article 30.9.c (Bridging and Top Up), the Member will supply the Employer with proof of application to Service Canada. The payment of Bridging and Top Up will be as follows:

i) The Employer will estimate the amount of the Employment Insurance payment and will provide Bridging and Top Up payments to the Member on the usual salary payment schedule. These payments will be regarded as an advance;

ii) The Member will provide evidence of the actual payments received from Service Canada;

iii) The subsequent payments to the Member will be adjusted, up or down, to reflect the actual Employment Insurance payment.

f) Completion of Maternity (Pregnancy) Leave

On completion of maternity leave, if the Member is not taking parental leave, the Member shall return to her previous position or to one of similar scope and responsibility. Service credit shall continue to accrue during the period of maternity leave for benefit entitlements and vacation purposes.

g) Return to Work

Members who accepted Bridging and Top Up from the Employer must return to work for a minimum of twelve (12) months of continuous service following maternity leave, or a combination of maternity and parental leave. If a Member who has received these benefits does not return to work or leaves the University prior to completing twelve (12) months of service, she will be required to re-pay the Bridging and Top Up (on a pro-rata basis – repayment reduced one twelfth (1/12th) for every month of service completed).

i) A Member will retain seniority that had been earned prior to the leave and will accrue seniority for the period of leave.

ii) Maternity leave will not affect the process of achieving continuing appointment. A Member on maternity leave may elect to postpone deadlines for application for continuing appointment, if she chooses, for a period of time equivalent to the time she was on leave. When a Member elects to defer such a decision, she will provide the Dean, University Librarian, or designate with written notice of her intention to do so.

30.10 Parental/Adoption Leave

a) A Member will be granted parental/adoption leave under the provisions of the Employment Standards Act. Also as per the Act, up to five additional consecutive weeks of unpaid leave may be granted if the child has a physical, psychological or emotional condition requiring an additional period of parental care.
b) An additional four (4) consecutive weeks of adoption leave without pay may also be requested in the case where the Member travels in order to bring the child into the Member’s care.

c) A Member will submit a maternity/parental Leave Request Form to the Member’s Dean, University Librarian or designate at least four (4) weeks prior to the commencement of the leave.

c) Bridging and Top Up Benefit

Bridging and Top Up benefits will only apply to those Members who, due to their term of employment, will satisfy the “return to work” criteria set out in this Article. During the period of parental/adoption leave, a Member who has applied for and received Employment Insurance Benefits is eligible for parental/adoption leave benefits as follows:

i) 100% of the basic gross earnings for the initial one (1) week of parental/adoption leave while an Employment Insurance waiting period is being served (i.e., if the Member is not a birth mother who has already served an Employment Insurance waiting period for her current leave);

ii) during the following ten (10) weeks of parental/adoption leave:

- if the Member opts to receive standard Employment Insurance parental leave benefits, the difference between 95% of the basic gross earnings and the amount of Employment Insurance earnings the Member is expected to receive if the Member qualifies for Employment Insurance benefits; or

- if the Member opts to receive extended Employment Insurance parental leave benefits, the difference between 73% of the basic gross earnings and the amount of Employment Insurance earnings the Member is expected to receive if the Member qualifies for Employment Insurance benefits.

Top Up will not be provided for the balance of the parental leave; and

iii) at the end of the Member’s leave for which EI benefits under their claim have been paid to completion, the University will provide a return to work bridging benefit of 100% of the basic gross weekly earnings for an additional one (1) week prior to the Member returning to work.

d) Pension/Benefits While on Parental/Adoption Leave

i) Pension/benefits will only apply to the extent of the Member’s coverage at the time of commencing leave. During the period of parental/adoption leave the Employer will continue to pay the benefit premiums normally paid for the eligible Member. Should the Member wish to continue Optional Life coverage,
payment arrangements can be made between the Employer and Member for the period of leave to be covered.

ii) For Members participating in the College Pension Plan, they may apply to the Pension Corporation to make contributions for the period of absence in accordance with Pension Corporation regulations.

f) Payment

To receive the benefits defined in Article 30.10.d (Bridging and Top Up Benefits), the Member shall supply the Employer with proof of application to Service Canada, if not already having done so during maternity leave. The payment of the Bridging and Top Up Benefits will be as follows:

i) the Employer will estimate the amount of the Employment Insurance payment and provide Bridging and Top Up supplementary payments to the Member on the usual salary payment schedule. These payments and this supplementary payment will be regarded as an advance;

ii) the Member will provide evidence of the actual payments received from Service Canada; and

iii) the subsequent payments to the Member will be adjusted, up or down, to reflect the actual Employment Insurance payment.

g) Completion of Parental/Adoption Leave

On completion of parental/adoption leave the Member shall return to his previous position or one of similar scope and responsibility. Service credit shall continue to accrue during the period of parental/adoption leave for vacation purposes.

h) Return to Work

A Member who has accepted Bridging and Top Up parental/adoption leave benefits from the Employer must return to work for a minimum of twelve (12) months of continuous service following parental/adoption leave, or a combination of maternity and parental leave. If a Member who has received these benefits does not return to work or leaves the University prior to completing twelve (12) months of service, he will be required to re-pay the Bridging and Top Up benefits (on a pro-rata basis – repayment reduced one twelfth (1/12th) for every month of service completed).

i) A Member who returns to work following a parental/adoption leave will be reinstated to his previous position or to one of similar scope and responsibility.

ii) A Member will retain seniority that had been earned prior to the leave and will accrue seniority for the period of leave.

iii) Parental/adoption leave will not affect the process of achieving continuing appointment. A Member on parental/adoption leave may elect to postpone deadlines for application for continuing appointment, if he chooses, for a period of time equivalent to the time he was on leave. When a Member elects to defer such
a decision, he will provide the Dean, University Librarian, or designate with written notice of his intention to do so.