



# Pregnancy, Parental and Adoption Leaves



Revised Winter 2026

# CHECKLIST:

## Plan your Pregnancy, Parental or Adoption Leave

### Before the birth/adoption:

- ❑ Call ETFO Niagara at 905-641-2911:
  - To discuss your options
  - If you have any doubts about the conditions of your leave
  - If you have any questions/concerns
  
- ❑ Decide on the type, duration and start date of the 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 61 weeks; **or**
  - c) A statutory Parental/Adoption Leave of up to 63 weeks (for non-birth parent); **or**
  - d) A combination of Pregnancy Leave, Parental/Adoption Leave and a personal leave of absence.
  
- ❑ Review the following articles in the Local Collective Agreement: Pregnancy (Article 13.05), Parental/Adoption (Article 13.06)
  
- ❑ Obtain a letter or certificate from your doctor/midwife verifying that you are pregnant and stating your expected due date, **or** provide proof of adoption showing the date the child comes into your custody.
  
- ❑ Make a formal written request (at least 4 weeks in advance) to the Superintendent of Employee Services with copies to:
  - Your Principal
  - ETFO Niagara
  - Employee Services
  - Your home file



- ❑ Your benefits, based on your FTE will continue to be covered for the duration of your statutory leave. As you are responsible for maintaining mandatory LTD coverage, ***the Board will continue to deduct LTD contributions on your behalf from your bank account.***
  
- ❑ Check your pension contribution options and contact the Ontario Teachers' Pension Plan at [otpp.com](http://otpp.com) for information about how to continue to pay into your pension, or to buyback your credit..
  
- ❑ Before your leave begins, check the Service Canada website at [servicecanada.ca](http://servicecanada.ca) for information about making an E.I. claim. (*Your "Record of Employment" or ROE from the Employee Services department at DSNB will automatically be forwarded to E.I.*).
  
- ❑ 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:  
<https://www.canada.ca/en/services/benefits/ei/ei-maternity-parental/apply.html>

## After the birth/adoption:

- ❑ Notify the Board of the birth of your child(ren)
  
- ❑ In the event that you have your baby prior to the date submitted on your Leave Request Letter, submit your claim for E.I. benefits on the first business day following the birth of the child(ren)/day the child(ren) comes into your custody.
  
- ❑ Submit your first Employment Insurance payment stub to the DSNB Employee Services that shows proof of serving the one week waiting period to Erin.DeRosario@dsbn.org.. (This information is required to receive the S.E.B. top up plan).
  
- ❑ Submit the child(ren)'s name(s) to ensure they are included in your benefit plan with the Ontario Teachers' Insurance Plan (OTIP) as soon as possible. You have 31 days after the birth to add your baby as a dependant.



# The Employment Standards Act of Ontario

## 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 12 weeks prior to the birth of the child(ren) is eligible for E.I. benefits.

The two 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 adopted child.

## Terms:

### Pregnancy:

- Up to 17 weeks
- May begin no earlier than 17 weeks before the expected date of delivery
- Must provide employer with at least 2 weeks 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 61 weeks for natural mother or 63 weeks for adoptive parents
- Natural mother's leave must follow the pregnancy leave
- Other parents must begin leave no later than 78 weeks after the child is born or comes into care
- Non-birth parents can receive 5 weeks (12 month E.I.) or 8 weeks (18 month E.I.) of E.I. without impacting their partner's E.I. benefits.

### 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 (E.I. Act)
- Must give at least 2 weeks notice before the requested leave
- Must give at least 4 weeks notice to change the end date of the leave
- Seniority and salary credit continues to accumulate during the leave

**\*\*Note: If you are a part-time teacher, contact the ETFO Niagara Office for assistance on confirming your count of days and eligibility for E.I. Benefits.**

# Notifying DSBN

The Employment Standards Act (ESA) requires the employee to give **at least two weeks notice** in writing. Under no circumstances should a teacher be pressured to make a formal request for leave before they have considered their options. Once a leave has been granted, the teacher may not rescind the leave without proper notice given to the Board.

## Take Note:

- Regardless of the length of the leave, every effort should be made to notify the Board in writing of the conditions of the leave, as far in advance as possible, prior to the commencement of the leave for staffing purposes.
- The start of Pregnancy/Parental leaves may be changed to an earlier or later date if you provide 2 weeks notice prior to the date the 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.

# Benefits and Salary

## Supplemental Employment Benefit Plan (S.E.B.)

Teachers taking a pregnancy leave will be eligible for the S.E.B. plan (commonly referred to as “top up”) as per Article 13.05 (f) of our Collective Agreement.

- The teacher shall receive 100% of salary for not less than 8 weeks of pregnancy leave less the amount received from E.I. during that period. The non-birth parent will receive two weeks of top-up as per the Collective Agreement.
- Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than 8 weeks with no deduction from sick leave.
- The teacher must provide the Board with proof that they have applied for and are in receipt of E.I. benefits in accordance with the ESA, before SEB is payable. There is a one-week waiting period before you can begin to collect E.I. benefits after the start of your pregnancy/parental/adoption leave. Email the proof of serving the one-week waiting period to [Erin.DeRosario@dsbn.org](mailto:Erin.DeRosario@dsbn.org) in order to process the “top up”
- The SEB plan will be paid in one lump sum.

## Benefits During Leave

Employees taking a statutory leave have the right to continue to participate in benefit plans.

- The ETFO Employee Life and Health Trust will fund health, dental and basic life (1x salary) benefits premiums for the duration of the Pregnancy/Parental Leave.
- Participation in the Long Term Disability Benefits Plan is mandatory. The Board will continue to deduct LTD contributions on your behalf from your bank account.
- If you decide to extend your leave after 18 months to take a Personal Leave, you will be responsible for the full cost of your benefits during the Personal Leave

**\*\*Note: If you are the sole benefit provider in your household and are on a “single plan”, you will need to change the benefit option before your leave starts in order to enroll new family members in your benefit plan.**

# Salary

## 1. True-Up

Teachers taking a Pregnancy/Parental/Adoption Leave mid year will automatically have their pay based on the number of days that were actually worked. To determine the amount of money you are owed, you can use the following calculation:

- Take your yearly salary from the current grid rate in the current Collective Agreement. Divide your salary by 194 (the number of working days in the school year). This will give you your “daily” rate of pay.
- Multiply your daily rate by the number of days you have/will have worked in the school year to get the amount of salary you have earned.
- Determine the salary you have received:  $(\# \text{ of pay periods worked}) \times (4.166\% \text{ deferred salary per pay}) \times (\text{Grid Rate}) = \text{Actual Salary Received}$
- Determine your “true-up”, or the money you are owed by subtracting the Actual Salary Received from the Money Earned calculation.

## 2. Salary Upon Return from Leave

Returning mid year poses a different scenario. Upon return, you will be paid for the actual number of teaching days from the first day of your return until June 30th. However, the salary that you receive is spread over the number of pay periods there are up to and including August 31st. To determine your estimated gross pay cheque each pay period, you can use the following calculation:

- Take your yearly salary from the current grid rate in the current Collective Agreement. Divide your salary by 194 (the number of working days in the school year). This will give you your “daily” rate of pay.
- Multiply your daily rate by the number of days you will have worked in the school year up to June 30th to get the amount of salary you will have earned.
- Determine your gross salary per pay period by dividing the total salary earned by the number of pay periods upon your return until August 31st.

*\*Keep in mind that this is your gross pay, before any deductions such as income tax, pension contributions and union dues. If you have any questions about your salary upon or returning from leave, please reach out to the Local office.*

# Other Considerations

## Ontario College of Teachers

Teachers who are on leave when the Ontario College of Teachers' fees are deducted from pay periods (in January) will need to make arrangements for payment directly to the College before April 1st. Failure to make the necessary payment will cause a teacher to be deemed "not in good standing" causing them to pay for both a reinstatement fee for a lapsed membership, plus the membership fee. There is also the possibility of having to go through a security check. The College will invoice you directly while you are on leave. Failure to receive an invoice does not exempt a member from payment of fees.

As fees may change from year to year, it is recommended that teachers check with the College for the correct amount owed.

## Personal Leaves

Teachers may decide to take a Personal Leave at the end of the Pregnancy, Parental/Adoption Leave. If you do, you will be responsible for the full cost of all your benefits during the Personal Leave. We recommend you contact ETFO Niagara if you are considering this option.

Alternately, should you decide to opt out of benefits for your personal leave, please note that there will be restrictions placed on coverage for a period of time if you choose to opt back in at the end of your leave. For further information about benefits, please contact ETFO Provincial at 1-888-838-3836.

## 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 you receive is based on the contributing years into your pension plan. There are options to "buy back" pension contributions not paid into during your leave. You are encouraged to contact OTPP for more information.



# Important Contact Information

## ETFO Niagara Office

905-641-2911

1-866-419-9484

Email: [Brian.Barker@etfoniagara.ca](mailto:Brian.Barker@etfoniagara.ca)

Website: [etfoniagara.ca](http://etfoniagara.ca)



## Ontario Teachers' Insurance Plan (OTIP)

1-866-783-6847

Website: [otip.com](http://otip.com)

## Ontario Teachers' Pension Plan (OTPP)

1-800-668-0105

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

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

## Service Canada

1-800-206-7218

Website: <https://www.canada.ca/en/services/benefits/ei/ei-maternity-parental.html>

## ETFO Provincial Office - Benefit Questions

1-888-838-3836

Website: [etfo.ca](http://etfo.ca)

## Ontario College of Teachers (OCT)

1-888-534-2222

Website: [oct.ca/members/college-fees](http://oct.ca/members/college-fees)

## District School Board of Niagara

905-641-1550

Staffing: Natalie Ceglie (ext 54268)

Payroll: Angie DiBiasi (ext 54284)

# FAQ's

## What is the minimum time before the expected date of birth that a Pregnancy Leave may start?

There is no minimum time for your leave to start, but it must begin no later than the expected due date or on the actual date of birth of your child(ren), whichever occurs first.

## Can I take a Personal Leave after a Pregnancy, Parental/Adoption leave? What effects 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 Employee Services requesting this leave at least four weeks prior to the end date of your statutory leave. The combined duration of leave shall not exceed an aggregate maximum of three years. You will be reinstated

## What happens if I don't pay my Ontario College of Teachers' payment?

You will be deemed as "not in good standing" and will be prevented from resuming your teaching duties. You will have to re-apply to the College of Teachers and pay a reinstatement fee on top of the annual fee. Also note, a new criminal background check may be required, incurring further expense and delay.

## Can I return to the school I left at the beginning of my leave?

You have the right to return to the school you left, provided a position for you still exists.

## Do I move up the pay grid while on leave?

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

## What benefits do I have to pay?

The ETFO Employee Health and Life Trust (EHLT) will cover your benefits while on your statutory leave, as based on your FTE (ex: 1.0 contract cover 100% premiums; 0.5 contract covers 50% paid premiums with the remaining portion paid by the member).

You will be solely responsible for the LTD premiums during your absence which is mandatory.

## How long can I collect E.I.?

You can collect E.I. for the duration of your leave up to a maximum of 78 weeks.

### OPTION A:

55% of weekly earnings for 35 weeks following a pregnancy leave (12 month Preg/Parental Leave)

### OPTION B:

33% of weekly earnings for 61 weeks following a pregnancy leave (18 month Preg/Parental Leave)

**\*\*The claim may be shared by two parents**

## What happens if I take a Personal Leave and then need to take another Pregnancy, Parental/Adoption Leave?

You will be entitled to the Pregnancy, Parental/Adoption Leave, but you may not be entitled to E.I. benefits. Before you can qualify for benefits, you will need to work 600 hours and contribute to E.I. during that time.

## When do I start collecting money while on Pregnancy, Parental/Adoption Leave?

Once you apply after your last day worked you will have a one week waiting period when you start your leave. DSBN provides a Supplementary Employment Benefits (SEB) for this period

# Sample Request Letters

## Pregnancy & Parental/Adoption Leave (with S.E.B. Plan)

Date

(Name of Superintendent of Employee Services)  
Superintendent of Employee Services  
District School Board of Niagara  
191 Carlton Street  
St. Catharines, ON L2R 7P4

Dear (Name of Superintendent of Employee Services),

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 conclude \_\_\_\_\_, 20\_\_.

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

Enclosed you will find a medical certificate stating the expected date of delivery (\_\_\_\_\_, 20\_\_).

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

As indicated in Article 13.05 (i) and Article 13.06 (i), 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,

Your Name  
Your School Site

Cc: (Name of your Principal), Principal  
ETFO Niagara  
Employee Services  
Your at-home personal file

# Pregnancy Leave (with S.E.B. Plan)

Date

(Name of Superintendent of Employee Services)  
Superintendent of Employee Services  
District School Board of Niagara  
191 Carlton Street  
St. Catharines, ON L2R 7P4

Dear (Name of Superintendent of Employee Services),

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 conclude \_\_\_\_\_, 20\_\_.

Enclosed you will find a medical certificate stating the expected date of delivery (\_\_\_\_\_, 20\_\_).

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

As indicated in Article 13.05 (i), 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,

Your Name  
Your School Site

Cc: (Name of your Principal), Principal  
ETFO Niagara  
Employee Services  
Your at-home personal file

## Parental/Adoption Leave (with S.E.B. Plan)

Date

(Name of Superintendent of Employee Services)  
Superintendent of Employee Services  
District School Board of Niagara  
191 Carlton Street  
St. Catharines, ON L2R 7P4

Dear (Name of Superintendent of Employee Services),

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

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

As indicated in Article 13.06 (i), 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,

Your Name  
Your School Site

Cc: (Name of your Principal), Principal  
ETFO Niagara  
Employee Services  
Your at-home personal file

# Collective Agreement (2022-2026)

## 13.05 Pregnancy Leave

(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 (17) weeks maximum duration).

(e) **Extension** -See Parental Leave

(f) **Salary/Benefits** -The Employer shall provide for permanent during leave and long-term occasional teachers a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% of salary for not less than (8) weeks of pregnancy leave less any amount received under the Employment Standards Act during such period. There shall be no deduction from sick leave or the Short-Term Leave Disability Program (STLDP). Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.

-The teacher must provide the Board with proof that they have applied for and are in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

-Eligible teachers shall receive the pregnancy leave benefits herein for the entire eight (8) week period throughout the course of the entire calendar year regardless of whether the teacher would otherwise be required to work during the eight (8) week period (i.e. during summer March and winter breaks etc.). Payment shall be made to the teacher in accordance with the Board's payroll procedure.

-Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP.

-If a teacher begins pregnancy leave while on an approved leave from the employer, the above pregnancy leave benefits provisions apply.

(g) **Teaching experience**

- i) Teaching experience shall continue to accrue during the period of leave for Grid Placement.
- ii) A teacher shall continue to accrue sick leave credits for the duration of the pregnancy leave.

(h) **Seniority** - Seniority shall continue to accrue during the period of leave.

(i) **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 their former Consultant position upon return from leave, provided the position still exists, provided the term has not ended, and provided that the leave does not exceed one (1) year.

(j) **Salary calculation** -A teacher is entitled to be paid their 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 / #)

(k) **Other Conditions**

**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 30th, or is scheduled to end between May 31st and the end of the school year, may by the mutual consent of the teacher, Superintendent of Human Resource Services and the Local, be assigned to their home school as an Occasional Teacher and shall be required to work in any school in their 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 seventy-eight (78) 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 Superintendent of Human Resources 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. Such written notice shall also contain a certificate from a legally qualified medical practitioner stating the expected birth date or a copy of the birth certificate or a copy of the confirmation of adoption.

(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 sixty-one (61) weeks maximum duration) or sixty-three (63) weeks where no pregnancy leave was taken.

(e) **Extension** - The Board shall, upon written request of the teacher and subject to the availability of a suitable replacement, with a minimum of four (4) weeks' notice, 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 31st.

(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 their contributions to the Board.

(h) **Teaching experience**

i) -Teaching experience shall continue to accrue for grid placement during parental/ adoption leave.

ii) - A teacher shall continue to accrue sick leave credits for the duration of the 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 their former Consultant position upon return from leave, provided the position still exists, provided the term has not ended, 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 Superintendent of Human Resources or to a later date if the teacher gives at least two (2) weeks written notice to the Superintendent of Human Resources 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 Superintendent of Human Resources or to a later date if the teacher gives at least four (4) weeks written notice to the Superintendent of Human Resources prior to the date the leave was to begin.

-Notwithstanding, request for modification of the above timelines may be considered by the Director, or Superintendent of Human Resources.