

# Know Your Collective Agreement

## Maternity Leave

*David Murphy, Assistant Executive Director*

The NWTTA represents members employed by the Government of the Northwest Territories (GNWT), Yellowknife Catholic Schools (YCS) and Yellowknife Education District No. 1 (YK1), and negotiates collective agreements on behalf of these members. While each collective agreement may address a particular issue, there are often differences in the way the issue is addressed.

**Maternity Leave** is addressed in each of the collective agreements and is compared below. Each collective agreement offers Parental Leave and Adoption Leave as well. Additional information regarding this article, and future articles, will be placed on the NWTTA website.

Members who require more information regarding these leaves are advised to refer to the collective agreement in their specific agreement for additional guidelines. Members may also contact Central Office for assistance if they wish to do so.

	GNWT	YCS	YK1
<b>ARTICLE NUMBER</b>	15.05	14	15
<b>Notify the Employer</b>	15 weeks before the end of termination of pregnancy	4 months before the expected date of confinement	4 months before the expected date of confinement
<b>Continuous employment for eligibility</b>	Six (6) months	Six (6) months	Ten (10) months
<b>Maternity Leave Allowance</b>	93% of salary for seventeen (17) weeks with proof of eligibility to receive EI benefits	93% of salary for seventeen (17) weeks with proof of eligibility to receive EI benefits	93% of salary for seventeen (17) weeks with proof of eligibility to receive EI benefits
<b>Duration (Maternity, Adoption and Parental Leave)</b>		Combined leave not to exceed 52 weeks	Not to exceed 17 weeks but may be extended up to an additional 35 weeks
<b>Health and Welfare Premiums</b>		Board agrees to provide its share for the duration of the leave	
<b>Return to Work</b>	For at least six (6) months	For at least five (5) months or one semester at high school	For at least six (6) months or one semester at high school
<b>Position when returning to work</b>	Every consideration will be given to returning the employee to the same position	Consideration will be given to returning the employee to a comparable position	Employees have the right to return to the same position if it exists
<b>Failure to return to work</b>	Shall reimburse the Board for all monies paid (except death, permanent disability, medical termination or layoff)	Shall reimburse the Board for all monies paid (except if the failure is caused by death, disability or layoff)	Shall reimburse the Board for all monies paid (except for personal health problems or relocation of spouse away from Yellowknife)
<b>Medical Certificate</b>	May require a medical certificate certifying pregnancy	At the end of the 7th month of pregnancy may be required to provide the Board with a physician's certificate	
<b>Medical Exam</b>		Returning from maternity leave may be required to pass a medical exam before returning to duty	Returning from maternity leave may be required to pass a medical exam before returning to duty