

## ***WTA COLLECTIVE AGREEMENT***

The following are excerpts from The Winnipeg Teachers' Association Collective Agreement:

### **19. LEAVE**

#### **19.02 LEAVE FOR PREGNANT TEACHER**

The Board shall provide full sick leave entitlement to a pregnant teacher who, as a result of her condition either before or after delivery, is unable to be at work and perform her regular duties for a valid health-related reason(s). The pregnant teacher shall follow current proof of claim procedures for sick leave entitlement as may be required by the Board.

#### **19.05 MATERNITY/ADOPTIVE LEAVE/PARENTAL LEAVE**

- (a) Every female teacher
  - (i) who submits to the Division an application in writing for leave at least four (4) weeks before the day specified in the application as the day on which such leave is to commence;
  - (ii) who provides the Division with a certificate of a duly qualified medical practitioner certifying that the teacher is pregnant and specifying the estimated date of delivery is entitled to and shall be granted maternity leave consisting of
  - (iii) a period, not exceeding seventeen (17) weeks if delivery occurs on or before the date of a delivery specified in the certificate mentioned in Clause (b); or
  - (iv) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificated mentioned in Clause (b) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
  
- (b)
  - (i) Every female teacher shall be entitled to maternity leave and every teacher shall be entitled to adoptive leave in accordance with this Agreement.
  - (ii) Every teacher shall be entitled to unpaid parental leave.
  - (iii) Except as otherwise provided herein, the Manitoba Employment Standards Code will apply.
  - (iv) The teacher and the Division may mutually agree to extend the length of leave if the teacher so desires. Any such arrangements shall be confirmed in writing by the Division.
  - (v) A teacher taking maternity leave pursuant to this article shall be entitled to receive pay for the period of leave up to seventeen (17) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada (HRDC) to a Supplemental Unemployment Benefits (SUB) Plan. The implementation of this clause is subject to the successful arrangement of a SUB Plan with HRDC.
  - (vi) In respect of the period of maternity leave, payments made according to the SUP Plan will consist of the following:
    - (1) for the first two (2) weeks, payment equivalent to ninety percent (90%) of her gross salary, and
    - (2) up to fifteen (15) additional weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of her gross salary.
  
  - (vii) A teacher taking *adoptive* or *parental leave* pursuant to this article shall be entitled to receive pay for the period of leave up to ten (10) weeks in the amount

of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from HRDC to a SUB Plan. The implementation of this clause is subject to the successful arrangement of a SUB Plan.

- (viii) In respect of the period of *adoptive* or *parental leave*, payments made according to the SUB Plan will consist of the following:
  - (1) for the first two (2) weeks, payment equivalent to ninety percent (90%) of gross salary, and
  - (2) up to eight (8) weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of gross salary.
  
- (c) Subject to Clause (g), maternity leave granted to a female teacher under this section shall commence no earlier than eleven (11) weeks preceding the date specified in the certificate mentioned in Clause (a)(ii) and shall terminate no later than seventeen (17) weeks following the actual date of delivery.
  
- (d) A female teacher who does not submit an application for maternity leave in accordance with Clause (a)(i), but who except for the noncompliance with that clause would have been eligible for maternity leave provided in Clause (a) is entitled to and shall be granted leave consisting of
  - (i) Such period or periods within the eleven (11) weeks immediately preceding the estimated date of delivery of the child as certified by a duly qualified certified medical practitioner, if the teacher provides the employer with a certificate from a duly qualified medical practitioner stating that during the period or periods mentioned in the certificate the employee
    - (1) was incapable of performing the normal duties of employment, or
    - (2) will be incapable of performing the normal duties of employment, by reason of a medical condition that is or was directly attributable to the pregnancy; and
  - (ii) Such further period that when added to the leave granted under Clause (d)(i) will not exceed the amount of maternity leave to which a female employee is entitled under Clause (a)
  
- (e) A teacher who wishes to resume employment on the expiration of leave granted in accordance with this section shall be reinstated by the Division in the position occupied at the time such leave commenced or in a comparable position with not less than the same wages and benefits; but where the teacher remains absent from work for a period of more than seventeen (17) weeks following the actual date of deliver the Division is not required to reinstate her in the position occupied at the time the leave commenced.
  
- (f) For the purpose of calculating benefits of a teacher to whom leave is granted in accordance with this section, employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.
  
- (g) Additional maternity benefits may be granted to female teachers provided a mutually satisfactory agreement can be concluded between the Division and the teacher.

- I. Establish a Memorandum of Agreement.

**MEMORANDUM OF AGREEMENT BETWEEN  
THE WINNIPEG SCHOOL DIVISION  
AND  
THE WINNIPEG TEACHERS' ASSOCIATION  
OF THE MANITOBA TEACHERS' SOCIETY  
ON  
MATERNITY LEAVE BENEFITS APPLICATION RULES**

The parties agree to the following application rules, terms and conditions clarifying the Maternity Leave Supplementary Unemployment Benefit Plan per Article 19.05.

1. The maternity leave period, which is eligible for payment under this Article, is the first 17 weeks (the 2-week waiting period and the next immediate 15 weeks).
2. Where any portion of the 17 weeks referenced in (1) above falls during the summer, Christmas Break, Spring Break, or any other period for when the teacher is not earning her salary, that portion of the maternity leave period does not qualify the teacher to receive maternity leave benefits pursuant to Article 19.05.
3. A specific application or registration for a Supplementary Unemployment Benefits Plan is not required. The only requirement from Human Resources Development Canada is that the comments section of the Record of Employment confirming that section 38 of the Employment Insurance Regulations are met.
4. Subject to the qualifying period, as set out in paragraph (6), where a teacher had commenced per maternity leave prior to the start of the plan and a portion of the first 17 weeks falls after the start of the plan, the teacher shall be entitled to receive the paid maternity leave benefit for the portion (if any) of the first 17 weeks of maternity leave which falls after the start of the plan.
5. Teachers must be under contract to the Division during the period when maternity leave benefits may be paid by the Division in order to be eligible to receive those payments.
6. The qualifying period of seven teaching months must be seven consecutive months in the employ of The Winnipeg School Division, as per the Manitoba Employment Standards legislation. The full seven months qualifying period must be served in order to qualify for any maternity leave payment. For greater certainty, should a teacher fail to serve the full qualifying period to the start of the maternity leave, then that teacher shall be eligible to receive maternity leave benefits only for that portion of the 17 weeks referenced in (1) above which occurs after the completion of the seven (7) month qualifying period.
7. The Division requires, from each of the teachers on maternity leave, a copy of the Statement of Finalized Employment Insurance Benefits in order to accurately calculate her entitlement. This is a document which the teacher should have received (or will receive) from Employment Insurance four to six weeks from the date that she applied for Employment Insurance Benefits. Should payments to teachers be required prior to receipt of the Statement, an estimate of the correct entitlement will be made with an adjustment made following receipt of the Statement.
8. The appropriate adjustments/application will be substituted to the above clauses when a teacher takes adoptive/parental leave.

## ***PROVISIONS FOR MATERNITY AND PARENTAL LEAVE***

### **MATERNITY LEAVE**

#### **A. Entitlement**

Any female teacher is entitled to maternity leave, if she has worked for the same employer for seven (7) consecutive months.

#### **B. Method of Obtaining Leave**

The teacher must apply to the Division at least four (4) weeks prior to the date the leave is to commence and supply the Division with a medical certificate indicating the expected date of confinement.

#### **C. Duration of Leave**

The maximum leave provided under the Collective Agreement is 17 weeks plus any additional time by which the actual delivery date is later than the expected delivery date.

A female teacher is also eligible for parental leave of up to 37 weeks. This parental leave must follow immediately after her maternity leave is completed unless she and the Division have agreed to a different arrangement.

#### **D. Reinstatement**

1. Full reinstatement is guaranteed at the expiration of the leave. This means a guarantee of the same or a comparable position with at least the same salary and benefits.
2. Leave of a greater duration must be done by agreement between the teacher and the Division. Any such agreement should be in writing.

### **PARENTAL LEAVE**

#### **A. Entitlement**

Any teacher is entitled to parental leave who has been with their present employing school board for seven (7) consecutive months, and who has become a parent as a result of the birth or adoption of a child.

#### **B. Method of Obtaining Leave**

The teacher must apply to the Division at least four (4) weeks prior to the date the leave is to commence and supply the Division with a medical certificate indicating the expected date of confinement.

#### **C. Duration of Leave**

The maximum leave provided in the Code is thirty-seven (37) weeks. The leave must begin no later than the first anniversary of the birth or adoption of the child or the date on which the child came into the actual care and custody of the employee.

**D. Reinstatement**

1. Full reinstatement is guaranteed at the expiration of the leave. This means a guarantee of the same or a comparable position with at least the same salary and benefits.
2. Leave of a greater duration must be done by agreement between the teacher and the Division. Any such agreement should be in writing.

## **PROVISIONS FOR MATERNITY AND PARENTAL LEAVE QUESTIONS AND ANSWERS**

The following section is offered in order to answer some of the frequently asked questions regarding leave for parenting (includes maternity, adoption, parental). The questions are by no means all inclusive and teachers are urged to refer unanswered questions to the WTA office (831-7104).

1. **Q: Who is eligible for parental leave?**

**A:** You qualify for parental leave if:

- a) you become a parent as a result of the birth or adoption of a child
- b) you apply in writing to your employer at least four weeks prior to the commencement of your leave
- c) you have worked for the same employer for a period of seven (7) consecutive months.

2. **Q: Must the Board grant a maternity/parental SEB Top-up?**

**A:** Yes, if a teacher has been in its employ for seven (7) consecutive months.

3. **Q: Can the Board force me to commence my maternity leave at a specific time?**

**A:** No. The commencement of leave up to eleven (11) weeks prior to expected date of confinement is entirely at the teacher's discretion.

4. **Q: Can the Board force me to take a leave to the beginning of the next semester or the next school year?**

**A:** The Board cannot enforce a leave not desired by the teacher. A teacher, however, may consider it advantageous to wait a longer period. But, if this leave is longer than (seventeen) 17 weeks for maternity leave or 54 weeks for a combined maternity/parental leave, the extension must be by mutual consent and should be in writing.

5. **Q: Do I accumulate experience for maternity leave and parental leave?**

**A:** No. Leaves beyond (seventeen) 17 weeks are not credited as experience. Maternity leaves, as well as, parenting leaves, are credited as experience up to a maximum of 85 days.

6. **Q: Can the Board force me to return to work at a specified time?**

**A:** Inside the 54 weeks as allowed by legislation - no - the teacher is free to choose the date of returning to work, usually at the conclusion of either maternity leave (17 weeks) or parental leave (54 weeks). If a teacher wishes to return to work *later* than 17 weeks in the case of maternity leave or 54 weeks in the case of a combined maternity/parental leave, it must be by agreement with the Board. At the expiry of the leave the teacher is under the legal obligations imposed by the individual teacher contract.

A teacher may return to work earlier than the expiry date of the leave by providing notice of one pay period (one month).

7. **Q: Must parental leaves be taken in a continuous block?**

**A:** Yes, unless the teacher is able to negotiate a different arrangement with the employer. Any such arrangement should be obtained in writing.

## ***SUPPLEMENTARY EMPLOYMENT INSURANCE BENEFITS PLANS (SEB)***

### **INTRODUCTION**

Supplementary Employment Insurance Benefits Plans, otherwise known as SEB or SUB plans, provide for employers to make payments to employees during a temporary period of unemployment, as a supplement to the Employment Insurance Benefits being received by the employee. These plans exist most commonly to provide for paid maternity and/or parenting leaves.

#### **A. PERSONS WHO QUALIFY**

In the case of the birth of a child, the SEB plan provides for topping up of the 17-week maternity portion of any leave taken, meaning that the biological mother will qualify, but not her partner. The SEB plan also provides for topping up of a portion of leave for the purposes of parenting, including adoption, which means that either parent will qualify.

#### **B. DURATION OF BENEFITS**

Maternity leave Employment Insurance Benefits are topped up for a maximum of 17 weeks. Parental benefits, including adoption, are topped up for a maximum of 10.

#### **C. CALCULATION OF BENEFITS PAYABLE**

##### **(a) Two Week Waiting Period**

The employer pays 90% of gross salary outlined in the collective agreement. Income tax and Canada Pension Plan (CPP) premiums are deducted from this amount.

##### **(b) Remainder of Paid Leave Period**

The employer pays the difference between Employment Insurance Benefits and gross salary, up to the percentage of gross salary payable, as outlined in the collective agreement. The amount payable is calculated as follows:

1. Salary is calculated on a daily rate, by taking the gross salary and dividing by the number of days in the school year.
2. Employment Insurance Benefits are calculated on a daily rate, by taking the weekly benefit and dividing by 5 days.
3. The employer pays the difference between the percentage of gross salary payable and the Employment Insurance benefits. Income tax and CPP premiums are deducted from this amount.

#### **D. APPLICATION FOR BENEFITS**

Application for benefits is made to the payroll department of The Winnipeg School Division. A copy of the HRDC Approval of Maternity/Parental Leave Benefit Letter and the Benefit Statement must be forwarded with the application.

**SUPPLEMENTARY EMPLOYMENT INSURANCE BENEFITS PLANS  
QUESTIONS AND ANSWERS**

The following section is offered in order to answer some of the frequently asked questions regarding Employment Insurance benefits. The questions are by no means all inclusive and teachers are urged to refer unanswered questions to the WTA office - 831-7104.

1.     **Q:     Why don't I receive SEB payments over the summer even though I am eligible for Employment Insurance benefits?**

**A:**     SEB payments are made only for those periods during which you would have been teaching had you not been on a maternity/parenting leave. Therefore, no benefits are payable for the summer, spring and Christmas breaks, nor for statutory holidays, as these are non-teaching periods for which you would not normally be paid.
2.     **Q:     My division has offered to pay my SEB benefits in a lump sum. Should I accept this?**

**A:**     No, particularly if your benefits will extend from one calendar year to the next. Your tax situation may change from one year to the next, depending on the length of any parenting leave you make take, so it is in your best interests not to accept a lump sum payment. You may also adversely affect your right to Employment Insurance benefits.
3.     **Q:     I would like my division to deduct my other benefit plan premiums from the SEB payments. Can this be done?**

**A:**     No. Contributions for TRAF and premiums for other benefit plans cannot be deducted at source because the teacher is on a leave of absence. However, arrangements to make regular payments to maintain benefit plans may be negotiated with the payroll department. Teachers planning on purchasing pensionable service for periods of maternity/parental leave should contact TRAF for further information regarding payment options.

## ***EMPLOYMENT INSURANCE BENEFITS (EI)***

### **PROVISIONS OF THE EMPLOYMENT INSURANCE ACT**

Teachers who are on maternity or parental leave may collect employment insurance benefits subject to the following provisions. The benefits are 55% of the teacher's weekly salary up to a maximum. As of July 2007, the maximum insured salary for calculation of benefits is \$40,000 (i.e. maximum benefits is 55% x \$40,000. divided by 52 or approximately \$423.00 weekly.) Benefits cease 52 weeks after the birth of the child or commencement of leave, whichever comes earlier.

#### **A. PERSONS WHO QUALIFY**

##### **(a) Maternity Benefits**

Any female teacher who has worked at least 600 insurable hours during the year prior to taking a leave.

##### **(b) For Parental Benefits**

Both biological and adoptive parents can collect parental benefits while they are caring for a newborn or adopted child. The minimum qualifying period for this benefit is 600 hours for each parent who is applying for benefits.

#### **B. DURATION OF EMPLOYMENT BENEFITS**

##### **(a) For Maternity**

Maternity benefits are available only to the biological mother. The first two weeks of leave is a waiting period for which no benefits are received. Following the waiting period, benefits are receivable for any 15 consecutive weeks during the period 8 weeks before the expected week of confinement to 17 weeks after the actual week of confinement. The total combined weeks may not exceed 17 weeks.

##### **(b) For Parenting**

A maximum of 35 weeks' benefits can be received by one parent or split between the two (each parent collects a portion of the leave, together or separately, to a combined total of 35 weeks) if both parents are eligible. These benefits are payable only during the first year after a child is born or the date the child comes into care of the adoptive parents.

The mother has already served the waiting period at the commencement of her maternity leave and there is no further waiting period required for the partner.

**Note:** According to Employment Insurance regulations all paid leave must have ended by the child's first birthday.

#### **C. APPLICATION FOR BENEFITS**

For **maternity benefits**, the application should be made approximately 3 weeks before benefits are to commence. This allows for the 2-week waiting period. A medical certificate indicating the date of expected confinement, and a Record of Employment, which you should receive from your employer when you leave your job, must accompany the application. The HRDC requires this information before a benefit period can be established.

For **parental benefits**, provide an adoption certificate or proof of the child's birth, a statement declaring that you will stay home to care for the child, and your Record of Employment with the completed EI application form.

## **EMPLOYMENT INSURANCE BENEFITS QUESTIONS AND ANSWERS**

The following section is offered in order to answer some of the frequently asked questions regarding Employment Insurance benefits. These questions are by no means all inclusive and teachers are urged to refer unanswered questions to the WTA office - 831-7104.

1.     **Q:     If a teacher commences leave fewer than 8 weeks prior to confinement, can she claim the weeks “saved” after her confinement?**

**A:**     Yes. Any 17 consecutive weeks may be used, subject to a two-week waiting period - 8 weeks prior to confinement to 17 weeks after the baby is born.
2.     **Q:     If a teacher begins receiving benefits 8 weeks prior to the expected date of confinement but the baby is late, will she receive benefits between the end of the 8-week period and the actual birth of the baby?**

**A:**     Yes, but the total period for which maternity benefits are payable may not exceed 15 weeks.
3.     **Q:     Can a teacher claim parental benefits after the maternity benefit period is ended?**

**A:**     Yes. Both biological and adoptive parents can collect parental benefits while they are caring for a newborn or adopted child. The maximum of 35 weeks’ benefits can be received by one parent or split between the two, if both parents are eligible.
4.     **Q:     Can a teacher receive maternity or parental benefits if s/he resigns instead of taking maternity or adoption leave?**

**A:**     No. To receive benefits, a teacher must be on leave from her/his employer.
5.     **Q:     Can a teacher on a term contract or in the first year of a regular contract receive benefits?**

**A:**     Maybe. A beginning teacher, or a teacher with a new employer may be eligible to receive benefits if the 600-hour required has been met.
6.     **Q:     Is a teacher entitled to receive Employment Insurance maternity or parental benefits during July and August?**

**A:**     Yes. EI Regulations provide that teachers can be eligible to receive Employment Insurance, maternity or parental benefits during July and August.
7.     **Q:     What happens if both parents claim parental benefits?**

**A:**     The maximum of 35 weeks’ benefits can be received by either parent, or shared between them as they deem appropriate (e.g. each parent collects a portion of the 35 weeks, together or separately to a combined total of 35 weeks.)

## ***USE OF SICK LEAVE AS A COMPONENT OF MATERNITY LEAVE***

### **INTRODUCTION**

Teachers are entitled to sick leave for medical conditions or health-related reasons that may prevent them from performing their duties. This includes maternity. Recent court decisions have confirmed that women are entitled to claim sick leave for that portion of their maternity leave that may be disabling, due to normal pregnancy conditions or medical complications.

### **A. MAKING A CLAIM FOR SICK LEAVE DURING MATERNITY LEAVE**

1. Discuss with your doctor the probable length of time you will need to be on sick leave due to your inability to perform your duties. Request a medical certificate indicating the approximate dates you will be on sick leave. Ask the doctor to indicate the minimum anticipated duration of sick leave, and the date on which your ability to perform your duties will be reassessed.

Since each case is unique, it is advisable to file a letter for sick leave up to the expected due date of your child and a second one after the birth when your doctor can predict, with more certainty, how long your recovery period might be.

(Note: An assessment taking into account the difficulties of the birth may be the more informed way to proceed. It is advisable to make a doctor's appointment that will fall within the 6-week post delivery period.)

2. Forward the medical certificate to the division accompanied by a letter to the superintendent. See attached letters.
3. If the division rejects your request, immediately contact the WTA President or WTA Business Agent. It may be necessary to consider filing a grievance in order to ensure that your rights are respected.

## **USE OF SICK LEAVE AS A COMPONENT OF MATERNITY LEAVE QUESTIONS AND ANSWERS**

The following section is offered in order to answer some of the frequently asked questions regarding use of sick leave during and after pregnancy. These questions are by no means all inclusive and teachers are urged to refer unanswered questions to the WTA office - 831-7104.

1.     **Q:     Can I use sick leave when I am on maternity leave?**

**A:**     You may claim sick leave at any time when you are unable to perform your duties and responsibilities as a teacher for medical or health-related reasons, subject to the sick leave you have accumulated. If you develop complications related to your pregnancy, before or during your maternity leave, you may use sick leave until your medical condition allows you to resume your duties as a teacher.

Also, you may claim sick leave for health-related reasons during a normal pregnancy and delivery. There is likely to be a period of time when you would be unable to work. This time qualifies as sick leave regardless of your ability to access maternity leave benefits. You should discuss with your doctor his or her recommended time away from work for your particular circumstances. Things like fatigue, safety in moving about the classroom and stress are examples of issues that should be considered. Sick leave can also be accessed during a maternity leave for medical conditions unrelated to pregnancy.

In all instances, you must follow the usual procedures in your Division and provide medical documentation of your inability to work.

Contact the WTA President or the WTA Business Agent if you encounter any difficulties in claiming sick leave.

2.     **Q:     Can I take sick leave and also get the 15 weeks of EI maternity benefits?**

**A:**     The EI benefits with respect to maternity leave must be used within a 17 consecutive week period beginning:  
(a)     no earlier than 8 weeks prior to the expected date of delivery; and  
(b)     no later than the actual date the child is born.

The 17 week period cannot be extended through the use of sick leave but may include a period of sick leave. Any sick leave you may take prior to the birth of the child (if you have not begun receiving EI benefits) would not be considered part of the 17 weeks of maternity leave.

3.     **Q:     What if I do not have enough sick leave days to cover periods when I am medically unable to work?**

**A:**     You may be able to access Employment Insurance sickness benefits. Contact the WTA or The Manitoba Teachers' Society for further information.

4.     **Q:     Are there any advantages to taking sick leave instead of using EI benefits during a maternity leave?**

**A:**     The advantages, if any, have diminished with the implementation of the SEB plan. Use of sick leave, if required **prior** to the birth of the child will provide a higher income level compared to EI. As well, time on sick leave counts as pensionable service. Once in receipt of maternity/SEB benefits the difference in salary is only 10% and one can purchase the time as pensionable service.

### ***CHECKLIST ON DOCUMENTATION***

There are a number of documents which must be prepared and/or obtained and/or submitted by teachers who are planning to take maternity and/or parenting leave, including adoptive leave. This checklist is provided as a reminder of the various documents you may require. **Be sure to keep copies of all documentation.**

- \_\_\_\_\_ Letter requesting maternity and/or parenting leave.
  
- \_\_\_\_\_ Medical Certificate confirming pregnancy and stating the expected date of delivery **OR** certificate of adoption.  
(Note: You will need two copies of the certificate, one for the school division and one for HRDC.)
  
- \_\_\_\_\_ Letter from school division confirming periods of leave negotiated other than those that are statutory.
  
- \_\_\_\_\_ Medical Certificate stating period of sick leave required, if applying for sick leave prior to delivery.
  
- \_\_\_\_\_ Medical Certificate stating period of sick leave required, if applying for sick leave post-delivery.
  
- \_\_\_\_\_ Record of Employment (ROE)
  
- \_\_\_\_\_ HRDC Approval of Maternity Leave Benefits Letter
  
- \_\_\_\_\_ HRDC Benefit Statement

HS/gls/September 18, 2002

**SAMPLE LETTER REQUESTING MATERNITY LEAVE**

Date

Assistant Director of Human Resources  
The Winnipeg School Division  
1577 Wall Street East  
Winnipeg, MB  
R3E 2S5

Dear :

**Re: Maternity Leave and Parenting Leave**

I am writing to advise you that I will be taking maternity leave and parenting leave from approximately \_\_\_\_\_ (due date) to \_\_\_\_\_ (up to 54 weeks later.)

Enclosed please find my doctor's certificate confirming I am pregnant and stating my expected date of delivery.

Thank you for your consideration in this matter.

Sincerely,

(Your Name)

Encl. (Medical Certificate)

***Note: You are not compelled to take the entire 17 weeks maternity and 37 weeks parenting leave. You may choose to take a shorter parenting leave if that fits within your family plan. However, if you are planning to take 54 weeks, it's a good idea to indicate this in your letter.***

**SAMPLE LETTER REQUESTING SICK LEAVE**

Date

Assistant Director of Human Resources  
The Winnipeg School Division  
1577 Wall Street East  
Winnipeg, MB  
R3E 2S5

Dear :

**Re: Sick Leave During Maternity Leave**

Further to my application for maternity leave dated \_\_\_\_\_; this letter is to request that I be paid sick leave for the period from \_\_\_\_\_ to \_\_\_\_\_. Enclosed is a certificate from my doctor recommending that I do not work during the above period of time. The above period of time should be considered an estimate at this time based on my doctor's current evaluation. I will undertake to provide additional medical information in support of my request as my doctor evaluates my progress.

If you require further information in relation to this request, please contact me.

Sincerely,

(Your Name)

Encl. (Medical Certificate)

cc: President, WTA

***Note: If you are planning to access sick time after the birth of your child, please contact Henry Shyka, WTA Business Agent at 888-7961.***