

Maternity Leave Package

Congratulations! You will soon be welcoming a new addition to your family!

In an attempt to assist you in the application of your maternity leave, the Edmonton Local CUPW has prepared this package for you. We hope it will answer your questions. If you need information or assistance during this period, you are encouraged to contact the Secretary-Treasurer at our local office (780-423-9000 ext 2), and they can answer any questions about union dues, Inside Out distribution, bulletins, etc. and your leave. The Pay and Benefits clerks at Canada Post are also available to you during your leave to answer questions. Their numbers are provided in this package.

15 Weeks Before

Article 23 on Parental Rights is included in this package. It covers Maternity Leave. You must notify the Employer that you are pregnant and of your expected due date...15 weeks before you due date. You can notify the Employer with a Dr's note. Be sure to photocopy the note before you hand it in, as you will need to attach it to the leave form you submit just before your leave begins.

A Month Before

The leave form is usually filled out about a month before your last day of work. Leave commencing in the middle of a pay period will result in the cheque being returned so another can be issued for a one week period. To avoid these delays, schedule your leave to start at the beginning of a pay period. Ask a shop steward to assist you with scheduling your maternity leave and arranging your vacation leave. Vacation leave, sick leave, and seniority all continue to accumulate as if you were at work during the entire period of your leave.

It is important to note that the maternity leave is considered to be ended when you switch to paid leave such as vacation leave. Pay and Benefits should be contacted at this time (one month before) in order to notify them of when you'll be going on leave. A copy of the list of payroll clerks is enclosed along with their phone numbers. This will also give your Pay and Benefits clerk notice of when you require your Record of Employment (last day) and that they should prepare the package explaining your deductions for benefits during your leave.

Included in the package will be a form that you will be asked to sign, declaring your intention to return for at least 6 months on completion of your leave, or the benefits will be recovered. All packages are normally mailed out. Return envelopes should be provided by Canada Post (ask for them!).

IT IS STRONGLY RECOMMENDED THAT YOU PHOTOCOPY ALL STUBS AND LETTERS BEFORE MAILING THEM TO CANADA POST AND EMPLOYMENT

INSURANCE, DUE TO THE NUMBER OF PAY PROBLEMS EXPERIENCED BY THOSE ON MATERNITY LEAVE.

After Your Last Day

If you have not yet received your separation slip or ROE, phone payroll to request it, at the number provided on the list. Canada Post has 5 days by EI legislation to provide the separation slip (ROE). E.I. (UIC) can assist you in getting the ROE from the Employer if you are having difficulty.

It is very important that you file your application within 7 days of your last day worked so that you do not lose entitlement to any weeks of benefit from Employment Insurance. **Application can be made WITHOUT the ROE** and it can be added when received. The next step is to file your application for benefits with Employment Insurance. Although the form that is provided in your kit is still in use, it is also possible to do an electronic application on the computers provided in the EI offices. Whichever method you choose, get a copy of your completed application from the Insurance agent who goes over your application with you. They will assist you in completing any questions which you are unsure of.

There is also an option of using a card less system for your benefits. Your benefits can also be directly deposited into a bank account for the prescribed time period. If you choose this option it is very important that you receive written statements from EI so that you can be topped up by Canada Post. These written statements could take the form of a letter from EI which states the benefit rate, the duration of the benefit period, the dates for the two week waiting period and the dates the claim begins and ends. **Be certain to request this information from EI.** It is required in order to get your top-up from Canada Post.

What Are You Entitled To

The employment Insurance Act provides for 15 weeks of maternity benefits and an additional 35 weeks of standard parental benefits or 61 weeks of extended parental benefits. The weeks of parental benefits can be taken following the date of birth and can be taken by either the mother or the father or split between them (Including taking the benefits at the SAME time). Please see the EI website at www.canada.ca/en/services/benefits/ei/ei-maternity-parental.html

The 2 week waiting period is served prior to the commencement of benefits and is paid by Canada Post at 93% of weekly wage. **IF YOU ARE GOING FROM SICK LEAVE WITH CANADA POST TO MATERNITY LEAVE, DO NOT WAIVE YOUR 2 WEEK WAITING PERIOD WITH EI AS YOU WILL LOSE YOUR TOP-UP FROM CANADA POST FOR THE 2 WEEKS.**

The amount paid by EI will be 55 % of the average of the last 26 weeks of your weekly insurable earnings for your maternity leave and 55% or 33% dependant on if you take standard or extended parental leave. If you are in a low-income family (a net income of less than \$ 25,921) with children and you receive the Canada Child Benefit (CCB), you could receive a higher benefit

rate. The amount received in Benefits from EI, will be topped -up by Canada Post to the 93% of weekly wage. Because the monies will be coming from two different sources, there will be delays and the Canada Post top-ups will be calculated on benefits already received from EI.

The deductions from the EI benefits will be for Income Tax, and the deductions from the Canada Post cheques will for Income Tax and Canada Pension.

TIME LINE

One month before due date:

- fill out leave form and attach Dr's note stating due date.
- arrange your vacation leave... This may be attached to the end of your maternity leave.
- talk to Human Resource's (1 877 807-9090) and advise them of your choices on dealing with your benefits and deductions.
- sign agreement to return to work upon completion of your maternity leave.

2 weeks before:

- request record of employment from payroll for your last day
- notify Union of the arrangements for payment of union dues (780-423-9000 ext 2)
- request direct mailing of union information (forms enclosed)

Last day:

- receive record of employment from payroll
- within one week: apply for EI benefits

As soon as possible:

- provide verification of eligibility of EI to Canada Post
- complete and mail cards to EI as received
- Mail or drop off EI stubs to Canada Post for top-up cheques. (Photocopy cards and stubs before mailing)
- supply copy of letter from EI stating the benefit period, to Canada Post, if you are using the card less system.

Deductions On Your Return to Work

Because your regular pay will be interrupted during maternity leave, deductions normally taken will need to be recovered on your return to work. A period of leave without pay for maternity is still considered Pensionable service. Therefore, pension contributions will be double deducted on your return. You can also pay them each month directly, if you wish. The Benefit clerks will advise you by letter of how your deductions will be recovered and what benefits will

continue during your leave. You should discuss these benefits with them. Union dues are normally deducted from the regular pay and you will need to arrange to pay your dues directly to the union during your leave. Dues may be waived for the unpaid portion of the leave in cases of financial hardship. The request for dues waiver form is enclosed. If dues are not paid or waived, they will be double deducted on your return to work but until they are repaid, the status of "member in good standing" is suspended. If you are not a 'member in good standing', your free automatic life insurance coverage provided by the Union through Coughlin is not available. If you have additional insurance from Coughlin for which premiums are deducted from your pay each month, you will need to pay them directly to continue the policy. Call Coughlin at: 1-888-613-1234, ext. 233.

The enclosed letter regarding dues also includes a waiver application form.

In Solidarity,

CUPW Edmonton Local
18121-107 ave
Edmonton, AB T5S 1K4
780-423-9000, fax: 780- 423-2883
E-mail: union@cupwedm.net
Local Website: <http://www.cupw730.ca>

Revised: November 2020

Dear Sister,

This letter will explain the way in which your maternity leave will affect your union dues.

Under the collective agreement, Article 4, all employees who have earnings shall pay union dues. Under the National Constitution of the Union (Article 1.07) a member will lose the status of a member in good standing when that member is in arrears of payment of union dues for three (3) months or more.

The practice of this Local is to collect dues from the members who are on any type of paid leave which the union has negotiated in the collective agreement.

During the paid portion of your maternity leave, we would request that you pay your dues. This would be the first seventeen (17) weeks. The monthly dues at this time are ~~104.85~~ 104.85. Paying this amount, whether it be in one cheque or by postdated-cheques, will allow you to remain a member in good standing with all the rights and privileges thereof. One more important benefit that is dependent upon your status as a member in good standing is the group life insurance policy provided by the Union.

Should you not be able to pay the remainder of your union dues for the rest of the maternity leave, please request that the Local waive your dues for reasons of financial hardship while on maternity leave. The form for this purpose is enclosed, or you could write a letter if you wish. A reply envelope is enclosed as well. The request or dues waiver will be voted on at a General Membership Meeting by the members of the Local and then forwarded to the National Union. You will receive a copy of the waiver approval that is sent in, for your records. Any cheques are forwarded to the National Union for payment of the dues.

Should you elect not to pay the union dues for the above-mentioned leave, or if you do not have your dues waived by the Local, the National Union will DOUBLE DEDUCT from you upon your return to work for the entire time that you were on leave. You will not be considered a member in good standing until all arrears are paid.

Should you have any further questions please do not hesitate to contact the Local union office.

Canadian Union of Postal Workers

Treasurer@cupwedm.net

T 780.423.2883

F 780.423.2883

Maternity or Adoption Allowance Request



Please complete, sign and return to AccessHR GTA at the address below.

Employee first name:

Employee last name:

Employee ID:

By signing below, I acknowledge and agree to the following:

1. I must be in an eligible employee group and have obtained a minimum of six months of continuous service with Canada Post in order to receive the maternity or adoption allowance.
2. To receive the maternity or adoption allowance, I must provide AccessHR GTA with proof of receipt of employment insurance (EI) or Quebec Parental Insurance Plan (QPIP) benefits. I will provide a copy of my EI benefit statement indicating the amount paid to me by Service Canada or QPIP.
3. The duration and amount of the allowance payable is set in my terms and conditions as a management/exempt employee, or my collective agreement as applicable. The maternity or adoption allowance will pay the equivalent of the difference between the maternity leave benefits paid by EI or QPIP and 93% of my regular salary. **The maternity allowance** may be payable for a maximum of 17 weeks. **The adoption allowance** may be payable for a maximum of 12 weeks.
4. If the amount of the benefit paid by EI or QPIP changes over the course of my leave, I will provide a copy of my EI or QPIP benefit statement to AccessHR GTA.
5. If I fail to return to work for a period of at least six months for any reason other than an approved leave, I will be responsible for reimbursing Canada Post the **full** amount received for the allowance within 30 days of the termination of my employment. I also authorize Canada Post to deduct the amount owing from any amounts paid to me upon the end of my employment.

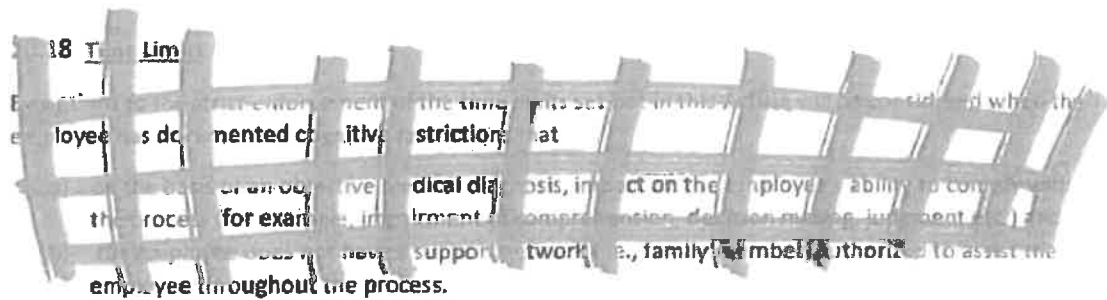
I have read and understood the terms and conditions set out for this maternity or adoption Allowance Request.

Employee's signature:

Date: (YYYY-MM-DD)

AccessHR GTA Transaction Centre, Canada Post Corporation
4567 DIXIE ROAD
MISSISSAUGA ON L4W 1S2
accesshrgta.accesshrgt@canadapost.ca

Commercially sensitive information for internal use only



ARTICLE 23 – PARENTAL LEAVE

23.01 Right to Maternity Leave

- (a) An employee who becomes pregnant shall notify the Corporation at least fifteen (15) weeks prior to the expected date of the termination of her pregnancy, and subject to paragraphs 23.01(b) and (c), shall, commencing no earlier than thirteen (13) weeks before the expected date of the termination of her pregnancy and ending not later than seventeen (17) weeks after the date of the termination of her pregnancy, be granted maternity leave without pay for a period of up to seventeen (17) weeks.
- (b) Upon written request from the employee, the Corporation agrees to defer the commencement of maternity leave without pay of an employee or terminate it earlier than seventeen (17) weeks after the date of the termination of her pregnancy.
- (c) The Corporation may grant maternity leave without pay to an employee to commence earlier than thirteen (13) weeks before the expected termination of her pregnancy.
- (d) The Corporation may, where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- (e) For the purpose of annual leave provided for in Article 19, an employee is deemed to have received pay for at least ten (10) days in each calendar month during her maternity leave.
- (f) An employee on leave under this clause shall earn Personal Days as if she would have received pay for at least ten (10) days in each calendar month in the case of a full-time employee and, in the case of a part-time employee, as if she would have received pay for at least forty (40) scheduled hours per month.
- (g) Time spent on such leave shall be counted for annual increment purposes.

23.05 Parental Leave

- (a) An employee who has completed six (6) months of continuous employment shall be granted a leave of absence without pay of up to sixty three (63) weeks where the employee has or will have actual care and custody of the newborn child.

This leave without pay shall commence as the employee elects:

- (i) on the expiry of any leave of absence from employment in respect of the child by a female employee
 - or
 - (ii) on the day that the child is born
 - or
 - (iii) on the day that the child comes into her or his actual care and custody.
- (b) An employee who requires a parental leave of absence shall provide the Corporation with at least four (4) weeks' notice in writing and inform the Corporation of the length of leave that the employee intends to take.
 - (c) Parental leave without pay used by two (2) employees in respect of the birth of one child shall not exceed the combined total of sixty three (63) weeks.
 - (d) Leave under this clause and leave provided for in paragraph 23.01 shall not, in respect of the same child, exceed the combined total of seventy-eight (78) weeks.
 - (e) The Corporation may ask the employee to submit a copy of the child's birth certificate.
 - (f) For the purpose of annual leave provided for in Article 19, an employee is deemed to have received pay for at least ten (10) days in each calendar month during his or her parental leave.
 - (g) An employee on leave under this clause shall earn Personal Days as if he or she would have received pay for at least ten (10) days in each calendar month in the case of a full-time employee and, in the case of a part-time employee, as if he or she would have received pay for at least forty (40) scheduled hours per month.
 - (h) Time spent on such leave shall be counted for annual increment purposes.

23.06 Adoption Leave

- (a) An employee who has completed six (6) months of continuous employment shall be granted a leave of absence without pay for up to sixty-three (63) weeks for the adoption of a child.

This leave without pay shall commence on the day that the child comes into the employee's care.
- (b) An employee who requires a leave of absence from employment for the purpose of adopting a child shall provide the Corporation with at least four (4) weeks' notice in writing, unless there is a valid reason why such notice cannot be given. The employee shall inform the Corporation of the amount of leave that he or she intends to take.
- (c) Unpaid leave by two (2) employees in respect of the adoption of a child shall not exceed the combined total of sixty-three (63) weeks.

- (d) The Corporation may request proof of adoption from the employee.
- (e) For the purpose of annual leave provided for in Article 19, an employee is deemed to have received pay for at least ten (10) days in each calendar month during his or her adoption leave.
- (f) An employee on leave under this clause shall earn Personal Days as if he or she would have received pay for at least ten (10) days in each calendar month in the case of a full-time employee and, in the case of a part-time employee, as if he or she would have received pay for at least forty (40) scheduled hours per month.
- (g) Time spent on such leave shall be counted for annual increment purposes.

(Urban Operations CA) 33.20 Pregnant Employees

(a) An employee who is pregnant may request to cease to perform her job if she believes that, by reason of the pregnancy, continuing any of her current job functions may pose a risk to her health or to that of the foetus.

(b) An employee who exercises her right under paragraph 33.20(a) must consult with a qualified medical practitioner and obtain a medical certificate as soon as possible to establish:

- (i)** whether continuing any of her current functions poses a risk to her health or to that of the foetus;
- (ii)** the expected duration of the potential risk; and
- (iii)** the activities or conditions to avoid in order to eliminate the risk.

(c) While awaiting the required medical certificate identified in paragraph 33.20(b) or afterward, the Corporation may, in consultation with the employee, reassign her to other duties that would not pose a risk to her health or to that of the foetus.

(d) An employee who has made a request under paragraph 33.20(a) is entitled to and shall be

granted a leave of absence with pay until the Corporation:

- (i)** modifies her job functions or reassigns her; or
- (ii)** informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.

**Practice For Accommodating Pregnant Employees
Frequently Asked Questions.**

Q1. When does Canada Post provide accommodation to a pregnant employee?

A1. Canada Post will accommodate a pregnant employee when she is no longer able to perform all or some of the job functions due to pregnancy, or when she believes that her duties represent a genuine risk to her or her unborn child. A physician of her choice must establish this risk and the need for accommodation.

It is important to note that accommodation is not limited to the inability to perform the employee's current job; accommodation may also involve such things as frequent washroom breaks and absences for pregnancy related medical appointments.

Q2. What are pregnant employee's rights in regards to being accommodated by Canada Post?

A2. Canada Post allows pregnant employees to exercise the rights applicable to them under their respective collective agreements, the rights provided to all employees under the *Canada Labour Code* the protection provided by the *Canadian Human Rights Act*. This is done by the employee asking for modified duties or assignment to another position for the duration of the risk; as indicated on a certificate signed by her physician.

Q3. What are the responsibilities of the pregnant employee being accommodated?

A3. The pregnant employee is responsible to identify the need to be accommodated by communicating with her supervisor. The employee must also act as quickly as possible and supply medical information, which will confirm the need for accommodation.

Q4. If a pregnant employee is re-assigned to a position at a lower level, will the employee's salary and benefits change?

A4. No. Regardless of whether the employee is re-assigned to another position during this period, the salary and benefits attached to her regular position are protected and maintained.

Q5. What happens if an employee's physician indicates that her normal duties do not pose a risk to her or her fetus?

A5. In this instance, the employee can no longer exercise her right to cease performing her duties under Section 132 of the *Canada Labour Code*.

Q6. Can a pregnant employee utilize her sick leave benefits while on leave because of risk to her or her unborn child?

A6. Yes, a woman who has health problems related to her pregnancy that force her to be away from work before or after her pregnancy can utilize her sick leave credits.

However, she should check her dates of leave and the decision to take short or long-term sick leave may affect the employee's length of leave for maternity and or parental leave. There are strict rules about when an employee is entitled to take maternity or parental leave and when she must notify Canada Post of her intention to do so as per the collective agreement and the *Employment Insurance Act*. Please contact your local Human Resources Office for additional information.

APPENDIX "B-2"

MATERNITY LEAVE AGREEMENT FORM

1. This agreement between _____ (employee) and Canada Post Corporation (the Corporation) is made pursuant to and shall be governed by the provisions of Article 23 of the collective agreement between Canada Post Corporation and the Canadian Union of Postal Workers and such provisions form part hereof.
2. In consideration of the payment to her by the Corporation of the maternity leave allowance provided for by Article 23, the employee agrees to return to work upon expiration of her maternity leave unless the date is modified by a medical practitioner or the employee is entitled to other leave provided for in this collective agreement.
3. The employee will return to work and remain in the Corporation's employ for at least six (6) months unless, for reasons beyond her control or as set out elsewhere in this collective agreement, the employee is unable to do so.
4. Should the employee fail to return to work and remain in the Corporation's employ as required by Article 23, the employee further agrees that she is indebted to the Corporation for the amount received as maternity leave allowance and will repay such amount.

Dated at _____ this ___ day of _____ 20__.

Witness

Employee