

ARTICLE 11 - MATERNITY, PARENTAL and CHILD BIRTH LEAVE

Employees covered by this Agreement, who have completed six (6) consecutive months of continuous employment with the Company, may be eligible for Maternity and Parental Leave pursuant to [Part III of the Canada Labour Code](#).

Regular Full-Time or Regular Part-Time

11.01 A female employee who has completed six (6) consecutive months employment with the Company shall be granted Maternity Leave under one of two plans:

- (1) Plan A – Maternity Leave without pay, or
- (2) Plan B – Supplemental Maternity Allowance Plan.

The following terms and conditions shall apply to both plans:

- (a) The employee shall submit to the Company a written application for leave at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave.
- (b) The employee shall provide the Company with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of delivery.
- (c) Maternity Leave will be granted for a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in (b); or if delivery occurs after the date mentioned in the certificate, seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in (b) and the actual date of delivery.
- (d) Maternity Leave shall commence no earlier than eleven (11) weeks preceding the date specified in the certificate mentioned in (b) and shall terminate no later than seventeen (17) weeks following the actual date of delivery.
- (e) An employee who wishes to resume her employment on expiration of her Maternity Leave shall be reinstated in the position occupied by her at the time such Leave commenced or

in a comparable position, with not less than the same wages and benefits.

(f) For an employee granted Maternity Leave, employment after termination of the Leave shall be deemed continuous with employment before the commencement of the Leave.

(g) An employee who remains absent from work for a period in excess of seventeen (17) weeks following the actual date of delivery shall forfeit the right to be reinstated (except as in (c) above or where the employee elects to take Parental Leave as outlined in Part III of the Canada Labour Code).

NOTE 1: Maternity Leave shall not exceed a TOTAL period of seventeen (17) weeks except as provided in (c) above.

NOTE 2: If an employee becomes ill prior to the date she has designated as her commencement date for Maternity Leave, she shall be eligible for sick leave provided the need for such leave is substantiated on a Physician's Certificate of Disability for Duty (Form 1109).

11.02 Plan A – Maternity Leave without pay shall be granted in accordance with the terms and conditions listed in clause 11.01.

11.03 Plan B – Supplemental Maternity Allowance Pay (SMAP) shall be granted in accordance with the terms and conditions listed in clause 11.01 together with the following additional terms and conditions:

11.03.1 Where an employee elects the Supplemental Maternity Allowance Plan, payments will consist of the following:

(a) For the first two (2) weeks of Maternity Leave, payment will be 93% of regular wages.

(b) For up to a maximum of fifteen (15) additional weeks, payments to be made will be the difference between Employment Insurance (E.I.) Benefits and 93% of regular wages. The combined weekly level of E.I. Benefit, Supplemental Maternity Allowance and other earnings shall not exceed 95% of the employee's normal weekly earnings as per E.I. regulations.

(c) For all other time as may be provided under paragraph 11.01 (c) nil payment.

(d) In the event that legislation is enacted that provides additional Employment Insurance (other than an increase in the maximum standard benefits) or any other increase to the payments made to the employee on account of her pregnancy during the fifteen (15) week period, the amount she is entitled to receive as provided in (b) above shall be decreased by the amount she would be entitled to receive as a result of such additional E.I. or other payment.

(e) Employees will be required to apply for and become entitled to E.I. benefits before supplemental payments become payable.

(f) To verify they are receiving E.I. benefits, employees must mail or deliver their benefit statement to Payroll every two (2) weeks during the Maternity Leave.

11.03.2 To be eligible, the employee shall sign an agreement with the Company providing that:

(a) She will return to work and remain in the Company's employ for at least the hours equivalent to six (6) consecutive months of employment in her old capacity prior to commencing Maternity Leave; and

(b) She will return to work on the date of expiry of her Maternity Leave or the additional period provided in 11.01 (c); and

(c) Should she fail to return to work as provided under (a) and (b) above she is indebted to the Company for the full amount received as Supplemental Maternity Allowance.

11.04 An employee who has been granted Maternity Leave who, before the expiration of the Leave granted under paragraph 11.01 (c) has decided that she will not resume work on completion of such Leave, shall advise the Company in writing of her decision at the earliest possible date.

11.05 An employee may request to have her job functions modified or be reassigned to another job if any of her current functions pose a risk to her health or that of her fetus or child. An employee's request for modification or reassignment must be accompanied by a certificate of a qualified medical practitioner of the employee's choice indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk.

Where reasonably practicable, the Company shall modify the employee's job functions or reassign her.

An employee who has made a request for modification or reassignment shall be entitled to continue in her current job while her request for job modification or reassignment is being assessed. If the risk posed by continuing any of her job functions so requires, she is entitled to and shall be granted a leave of absence with pay at her regular rate of wages until the Company:

(a) modifies her job functions or reassigns her; or

(b) Informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.

An employee whose job functions are modified or who is reassigned shall be deemed to continue to hold the job that she held at the time of making the request for modification or reassignment and shall continue to receive her previous wages and benefits.

Where an employee cannot be accommodated through job modification or reassignment, the responsibility rests with the Company to demonstrate that the requested job modifications or reassignment is not reasonably practicable.

An employee who cannot be accommodated is entitled to and shall be granted a leave of absence for the duration of the risk as indicated in the medical certificate.

Parental Leave

11.06 An employee who has completed six (6) consecutive months of continuous employment with the Company shall be granted up to thirty-seven (37) weeks unpaid Parental Leave to care for a new born child of the employee.

The employee shall provide four weeks written notice to the Company of his/her intention to take Parental Leave and shall indicate the length of the leave intended to be taken.

The Parental Leave shall be taken in the 52 weeks beginning on the day on which the child is born or the day on which the child comes into the actual care of the employee.

The combined amount of Parental Leave taken by two separate employees for the birth or adoption of any one child shall not exceed 37 weeks.

Any employee who has been granted Parental Leave who, before the expiration of the leave decides that she/he will not return to work after the leave, shall advise the Company in writing of her/his decision at the earliest possible date.

The combined amount of leave for maternity and parental leave that may be taken by two employees in respect of the birth or adoption of any one child shall not exceed 52 weeks.

An employee who wishes to return to work following Maternity or Parental leave shall be reinstated in the position she/he occupied at the start of the leave, or in a comparable position with the same wages and benefits as the original position.

For an employee granted Parental Leave, employment following the leave shall be deemed continuous with employment before the start of the leave.

An employee who remains absent from work beyond the maximum time allowed for Maternity Leave or Maternity Leave followed by Parental Leave shall forfeit the right to be reinstated to employment with the Company. The Company may consider an extension of time based on the merits of each case. The request shall be submitted in writing prior to the expiration of the up to thirty-seven week period.

11.07 Parental Leave - Adoption

11.07.1 An employee who has completed six (6) consecutive months of employment with the Company shall be granted up to thirty-seven (37) weeks Adoption Leave under one of two Plans:

1. Plan A – Adoption Leave without pay, or
2. Plan B – Supplemental Adoption plan.

The following terms and conditions shall apply to both Plans:

(a) The employee has commenced legal proceedings under the law of a Province, to adopt a child or obtains an order under the laws of a Province for the adoption of a child.

(b) The employee must submit to the Company an application in writing for leave at least four (4) weeks (if possible) before the day specified in the application as the day on which the employee intends to commence the Leave.

(c) Adoption Leave of up to thirty-seven (37) weeks shall be taken in the fifty-two (52) week period, beginning on the day on which the child comes into the employee's care.

(d) Pursuant to Section 206.1(3) of The Canada Labour Code, the aggregate amount of Leave of Absence from employment that may be taken by two (2) employees in respect to the adoption of any one (1) child shall not exceed thirty-seven (37) weeks.

(e) An employee who wishes to resume employment on the expiration of the Adoption Leave shall be reinstated in the position they occupied at the time such Leave commenced or in a comparable position, with not less than the same wages and benefits.

(f) For an employee granted Adoption Leave, employment after termination of the Leave shall be deemed continuous with employment before the commencement of the Leave.

(g) An employee who remains absent from work for a period in excess of up to thirty-seven (37) weeks shall forfeit the right to be reinstated. The Company may consider an extension of time based on the merits of each individual case. The request shall be submitted in writing, prior to the expiration of the up to thirty-seven (37) week period.

11.08 Plan A – Adoption Leave without pay shall be granted in accordance with the terms and conditions listed in clause 11.07.

11.09 Plan B –Supplemental Adoption Allowance Pay shall be granted in accordance with the terms and conditions listed in clause 11.07 together with the following additional terms and conditions:

11.09.1 Where an employee elects the Supplemental Adoption Allowance Plan payments will consist of the following:

(a) For the first two (2) weeks of Adoption Leave, payment will be 93% of regular wages.

(b) For up to a maximum of ten (10) additional weeks, payments to be made will be the difference between Employment Insurance benefits and 93% of regular wages. The combined weekly level of E.I. benefit, Supplemental Adoption Allowance and other earnings shall not exceed 95% of the employee's normal weekly earnings as per E.I. regulations.

(c) In the event that legislation is enacted that provides additional Employment Insurance (other than an increase in the maximum standard benefits) or any other payment to salary during the ten (10) week period to an employee on account of their adoption of a child, the amount they are entitled to receive as provided in (b) above shall be decreased by the amount they would be entitled to receive as a result of such additional Employment Insurance or other payment.

(d) Employee's will be required to apply for and become entitled to Employment Insurance before Supplemental payments become payable.

(e) To verify they are receiving Employment Insurance benefits, employees must mail, bring, or send their first two (2) benefit statements to the Corporate Payroll Department. Should the Employment Insurance payment change, the employee must mail, bring or send their revised Employment Insurance statement to the Corporate Payroll Department to ensure the supplement pay is adjusted accordingly.

11.09.2 To be eligible, the employee shall sign an Agreement with the Company providing that:

(a) They must return to work and remain in the Company's employ for at least the hours equivalent to six (6) consecutive months of employment in their old capacity prior to commencing Adoption Leave,

(b) They will return to work on the date of expiry of their Adoption Leave, and

(c) Should they fail to return to work as provided under (a) and (b) above they are indebted to the Company for the full amount received as Supplemental Adoption Allowance and will repay same upon request by the Company.

11.09.3 The Supplemental Adoption Allowance does not apply to Term or Part-time employees.

11.10 An employee who has been granted Adoption Leave who, before the expiration of the Leave granted under clause 11.07 has decided that they will not resume work on completion of such Leave, shall advise the Company in writing, of their decision at the earliest possible date.

Child Birth Leave

11.11.1 An employee will be granted up to a maximum of two (2) day's leave with pay, to attend to needs directly related to the birth of the child. Such leave may be granted within the two (2) week period prior or two (2) week period following the birth of the child.

11.11.2 In a situation where, because of the death of the mother, the child's other parent leaves work to become the primary care giver for the child or the mother becomes incapacitated to the extent that she cannot care for the child, the employee shall be eligible for Maternity benefits as herein described.

11.12 Employees who have taken Maternity Leave and/or Parental Leave, since their last break in service, shall be eligible to receive service credit for this leave upon written request to their Human Resources Business Partner. This request must include start date or re-engagement date, and the date(s) of Maternity and/or Parental Leave.

Notice of Employment Opportunities

11.13 An employee who takes a leave of absence from employment under this article, is entitled to receive, upon written request to the Senior Director Talent Growth & Organizational Effectiveness, notification of

posted vacancies within the bargaining unit that arise during their period of leave.

Upon written request to their immediate manager, an employee is entitled to receive notification of training opportunities that arise during their leave which are required and related to their immediate work group.