



**Industrial Workers of the World - Ottawa-Outaouais Branch**

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**Canadian Union of Postal Workers 377  
Bank St.  
Ottawa, ON K2P 1Y3**

**BY HAND, EMAIL AND FACSIMILE**

November 22, 2018

Dear Members of the National Executive Board of the Canadian Union of Postal Workers, and Mr. Sylvain Beaudry (Director of Administration and Finance):

I am a representative of the Industrial Workers of the World. It has been brought to our attention that, along with other very serious allegations and evidence in support of allowing a climate of harassment, discrimination, and bullying in the workplace, and related allegations of engaging in constructive dismissal; that you and/or your agent(s) have also engaged in wage theft against our member, Aalya Ahmad.

We have assessed the net quantum of wages and other compensation owed by The Canadian Union of Postal Workers to our member at a minimum of \$26,883.96. This figure is independent of the amount that the employer alleges that our member owes for personal expenses made on her employer-provided credit card (assessed by CUPW at \$2,720.88+\$1,337.30 = \$4,067.88).

Regarding this wage theft claim, the evidence provided by our member includes, but is not limited to, the following:

1. July 5, 2017 Letter from Beverly Collins to Aalya Ahmad. Letter states that "as per Clause 13.8 of your Collective Agreement, you are entitled to 25 days of annual leave for the 2017-2018 fiscal year".
2. July 12, 2017 Letter from Dr. Joy Weisbloom to CUPW: "As you are aware, she suffers from a chronic medical condition which became fully disabling in February of this year. She is medically unable to participate in ANY correspondence with the workplace, especially pertaining to the investigation into the events concurrent to her current incapacity. Ongoing attempts to engage Ms. Ahmad with respect to this matter, before she is adequately recovered, are detrimental to her condition and could be considered a form of harassment."
3. August 30, 2017 Letter from Dr. Joy Weisbloom to CUPW. In this letter, Dr. Weisbloom again states that Aalya is under medical treatment and is unable to participate in any correspondence with the workplace pertaining to the investigation or events concurrent to her current incapacity. The letter was not the first time that a doctor specified the need for accommodation for disability.



4. December 15, 2017 letter from Sylvain Beaudry to Aalya Ahmad, which states: "(y)ou will not be asked to pay back top up payments made to you in error since July 2017" but further notes that "(w)e will no longer provide these top up benefits, effective January 1, 2018".
5. March 13, 2018 Letter from Sylvain Beaudry to Aalya Ahmad, which states that her LTD benefits would be ending on April 13, 2018, and further stating: "CUPW requests that you provide us with a certificate from your doctor confirming your ability to return to work at CUPW. If your doctor has determined that accommodation is necessary, please have her set out your accommodation requirements. As CUPW needs to plan for your return to work, we would appreciate if you could provide the above information on or before March 21, 2018."
6. March 16, 2018 Letter from Dr. Joy Weisbloom to CUPW stating Aalya's medical unfitness to return to work at CUPW, triggering Clause 14.1(b) of the Collective Agreement, which reads: "An employee shall be permitted to borrow advance sick leave credits up to a maximum of thirty (30) calendar days, in accordance with Clause 17.3, these days to be reclaimed from credits earned upon return to work. Should an employee not return to work because of death or is declared medically unfit, the amount of credits borrowed will be forgiven."
7. March 19, 2018 Letter of Resignation from Aalya Ahmad to CUPW.
8. April 9, 2018 Letter from Sylvain Beaudry to Aalya Ahmad which sets out severance pay of \$13,835.52. This letter also claims a right to claw-back of \$6,217.68 on annual leave along with a claw-back of \$7,817.06 on sick leave, claiming a balance owing to CUPW of \$199.20. In addition, the letter includes reference to AMEX expenses of \$2,720.88, alleging a sum total of \$2,920.10 owing to CUPW. The letter includes a demand for payment in full by "no later than May 4<sup>th</sup>, 2018". A spreadsheet attachment to this letter sets out an annual leave deficit of 22.47 days, as well as a sick leave deficit of 28.25 days (less than the 30 days set out in Clause 14.1(b) in the Collective Agreement). **The IWW accepts the accuracy of CUPW's stated severance pay amount but rejects CUPW's claim that our member owes any outstanding amount except for the abovenoted AMEX expenses.**
9. April 12, 2018 Letter from Sylvain Beaudry to Aalya Ahmad advising her that she is indefinitely prohibited from attending at the national offices of CUPW.
10. April 27, 2018 Grievance from CUPE 1979 to CUPW, affirming that "Sister Aalya Ahmad resigned on March 19, 2018. At the time she had borrowed sick days, as is allowed in our collective agreement Clause 14(b). Sister Ahmad was declared medically unfit to return to work at CUPW on March 16, prior to her resignation. CUPE 1979 forwarded her doctor's declaration to CUPW. Article 14(b) specifies that in this case borrowed sick leave credit will be forgiven. Yet, CUPW's calculations of Sister Ahmad's severance balance include recovery of the value of 30 sick days. This directly violates Clause 14(b)." The following remedy is requested: "(That) Sister Ahmad's sick leave credits be restored to zero, that her severance balance be recalculated, and that the resulting balance be paid out as soon as possible".
11. May 2, 2018 Letter from Dr. Joy Weisbloom to Sylvain Beaudry. Letter states that Aalya is under her care and that contacting Aalya about financial matters pertaining to her severance, prior to the resolution of the dispute, will cause her to suffer adverse health consequences. She also states that "I have been advised that there are financial matters pertaining to her severance ... this is a request for accommodation for medical reasons." Letter is provided to Sylvain Beaudry, Jan Simpson (1<sup>st</sup> Vice President), Bev Collins (National Secretary-Treasurer) and Manon Parrot (CUPE Steward) by Dietrich Sider on May 4, 2018, by email attachment.
12. May 3, 2018 Letter from Sylvain Beaudry to Aalya Ahmad, alleging that a further payment in the amount of \$1,337.30 be made in addition to that set out in the April 9, 2018 letter.



13. May 10, 2018 Letter from Dr. Kimberly Sogge to CUPW about Aalya Ahmad's lack of medical fitness to return to work. In this letter, Aalya's medical status is affirmed by the rest of her PTSD treatment team. Dr. Sogge further notes that: "If there was any question about the validity of her descriptions of the verbal, psychological and interpersonal abuse she endured in her workplace, all doubt has been banished by observation of the behavior of her workplace since Ms. Ahmad was mandated to be away from her workplace to manage her debilitating and severely impairing PTSD symptoms." In the opinion of both her medical provider and the consensus of her treatment team, she complied with all of her medical provider's directives, "but at no time during treatment was she able to return to her workplace, in large part due to the apparent complete inability of her workplace to send signals of safety, respect, and value through how they responded to her while on leave. Signals of safety, respect and value from an employer are necessary conditions for any patient in recovery from PTSD related to workplace harassment and interpersonal violence at any level, to set the conditions to begin to engage in a return to work process. Ms. Ahmad's workplace has to date demonstrated only completely unfit behaviors for accommodating a patient with severe workplace related PTSD symptoms and therefore all treatment team members as well as an independent medical examiner have concurred that Ms. Ahmad continues to be medically unfit to return to CUPW as a workplace; as a treatment team we have encouraged Ms. Ahmad to seek appropriate contexts for work that do not include continued lack of safety, inappropriate intrusions and disrespect."
14. The above-noted letter of May 10, 2018 also cites the opinion of Aalya's medical provider, which is worth quoting in its entirety: "On March 13, 2018, Ms. Ahmad was asked by CUPW to provide a doctor's note certifying her fitness to work as a Communications Specialist at CUPW after a longterm disability leave. According to the Canadian Centre for Occupational Health and Safety, fitness to work is related to the particular job in question: 'Fit to work' or 'fitness to work' is a medical assessment done when an employer wishes to be sure an employee can safely do a specific job or task. The purpose is to determine if medically the employee can perform the job or task under the working conditions. Fit to work assessments are most often done to determine medical fitness after an illness or injury, but are sometimes done after employment has been offered, as requested by the employer, or as a condition of a job transfer ... Accordingly, Ms. Ahmad went to her family physician, Dr. Joy Weisbloom, who was unable to confirm that Ms. Ahmad would be fit to return to her specific job and wrote a note stating that Ms. Ahmad was medically unfit to return to CUPW on March 16th. Ms. Ahmad formally resigned from her job on March 19th. In fact, it had gradually become apparent to all of us during Ms. Ahmad's treatments and over the course of her recovery that, while her symptoms had abated after approximately a year of intensive therapies, allowing her to seek work elsewhere, Ms. Ahmad would not be safely able to return to her job at CUPW due to working conditions that would put her at significant risk of self-harm due to her diagnosed Post Traumatic Stress Disorder. Our consensus is shared by the disability insurer's independent medical assessor, Dr. Quan, who wrote in his report dated February 1, 2018 'it is very doubtful that Ms. Ahmad would be able to return to work on a graduated basis or any other basis at CUPW.' SSQ therefore did not propose a return to work plan at CUPW for Ms. Ahmad, notifying her instead that it would terminate her disability benefit after a certain period of time, thereby allowing her to find another job where she would be able to safely work. CUPW's ongoing acts of hostility towards Ms. Ahmad, including repeated unwanted contact via her personal email, financial reprisals, cyberstalking and libel notices have continually triggered her PTSD symptoms, confirming to us beyond a shadow of a doubt that she is medically incapable of working there. It is our understanding that CUPW is contesting the medical unfitness of Ms. Ahmad to return to her job because it would then have to forgive her sick leave credit deficit of 30 days, which it is currently



deducting from her severance pay. Since CUPW requested the fitness certification in the first place, it is unacceptable that it would then ignore Dr. Weisbloom's letter declaring her medically unfit and characterize her disability as 'a play on her part to get more money'. Since CUPW has indicated to Ms. Ahmad's representative that it would 'take more than a GP certificate' to prove her medical unfitness but has not formally requested another medical assessment, we are adding our voices to Dr. Weisbloom's to insist that Ms. Ahmad is medically unfit to return to work at CUPW and therefore that CUPW should heed the opinion of medical professionals and honour its contractual obligations towards her."

15. May 14, 2018 Registered Letter from Sylvain Beaudry to Aalya Ahmad. Letter demands that Aalya make payment of \$4,297.40 or to negotiate a repayment plan agreeable to the employer by May 25, 2018, at which point, failing either of those two outcomes, CUPW will place the matter in collections.

The IWW is further aware of and familiar with the contents of the Application filed by our member's legal counsel at the Human Rights Tribunal of Ontario (Tribunal File Number 2017-28653-1). It notes the following at Paragraph 5: "The Applicant experiences a mental health disability, including anxiety disorder and Post Traumatic Stress disorder and is particularly sensitive to aggressive and hostile behavior, bullying and stressful situations and conflict. The Respondents and the Applicant's coworkers (individual respondents) were made aware of the Applicant's disability throughout the period leading up to this complaint and particularly during the one year period covered by this complaint." Paragraph 8: "The Applicant shared with the representatives of the employer the circumstances of her disability and the triggers that would cause her disability to worsen, including emotional conflict, yelling, bullying and other such aggressive or hostile behavior, in the months prior to February, 2017." Each of Paragraphs 11-40, 51, 57, 61, 64-68, 71, 81, and 83-87 establishes a detailed chronology of specific events spanning the period from September 18, 2012 through to May 14, 2018 that support the employer's failure to provide the respondent with a safe and respectful workplace, underlining the employer's responsibility for sick leave forgiveness among other matters. Along with the above-noted evidence, the extensive narrative in the Application makes it clear that CUPW as an employer has been wellshort of the mark when it comes to respecting the rights of our member, including in failing to make our member whole on their compensation and entitlements owed.

In light of the above, in terms of a quantum of settlement required to make our member whole and to thus undo the employer's wage theft, we request that our member immediately be made whole in the amount of \$26,883.96, with an additional amount in compensation for her pension buy-out to be determined, broken down as follows:

- Severance: Per the letter of the employer dated April 9, 2018, Aalya is owed \$13,835.52 in severance pay.
- Payout of Annual Leave: By our calculations based on the above, Aalya is owed \$7,332.82 in payout of annual leave (26.5 days of vacation leave x \$276.71/day), including (a) annual leave that was not supposed to be clawed back, as promised in the December 15, 2017 letter sent by Sylvain Beaudry (Director of Finance and Administration) cited above; and (b) improperly credited vacation days not based on pro-rated entitlements, in which instead of the 18.75 prorated days for the year to which she was entitled (per Article 13.3 of the CA) she was only credited 12.5 days, the amount of \$ ((18.75 days – 12.5 days = 6.25 days) x \$276.71/day).



- Payout of Top-Up to LTD to 100%: For the period of January 1, 2018 through to March 19, 2018 inclusive, our member is owed \$3,872.54 in missing LTD benefits top-up (0.25 x (56 days @ \$276.61/day)).
- Payout of Unpaid Pension Credits: Per the 2017 pension adjustment of \$7,612.00 from Box 52 of Aalya's 2017 T4 form, the pro-rated amount covering the period of January 1, 2018 through to March 18, 2018 inclusive, equalling \$1,667.80  $((31+28+19)/356 \times \$7,612)$ .
- Payout of Unpaid Bilingualism Bonus: For the period of January 1, 2018 through to March 19, 2018, our member is owed \$175.28  $((31+28+19)/356 \times \$800)$ .
- Compensation for Pension Buy-out Penalty (to be determined).

We affirm that our member is entitled to a top-up of wages to 100% from the 75% received during the disability leave starting February 21, 2017. We further affirm that the employer is obligated to forgive our member's negative Sick Leave balance: As per Article 14.1(b) of the Collective Agreement between The Canadian Union of Public Employees, Local 1979 and The Canadian Union of Postal Workers; August 16, 2009 to August 15, 2013: "Should an employee not return to work because of death or is declared medically unfit, the amount of credits borrowed will be forgiven." Aalya's negative sick leave balance of 28.25 days should be forgiven as she was declared medically unfit by several health care professionals to return to work at CUPW.

We demand that our member, Aalya Ahmad, be made whole. Once she is made whole, our member then agrees to settle her outstanding AMEX credit card charges owed to CUPW.

We further demand that no further reprisals be taken against Aalya for her exercise of rights as both a union member and as a private citizen under the *Canadian Charter of Rights and Freedoms*, lawful activities in support of her, or violations of any of her other human and civil rights, or those of others in support of her.

We request that you, the National Executive Board, instruct your agent(s) and/or representative(s) to hold a meeting at the earliest possible convenience, to be scheduled between you, members of your management team, and/or any other representation, and the IWW's representative(s) to resolve these matters.

I can be reached at [REDACTED]. We hope to hear from you soon as possible in order to resolve these matters. Failure to respond to this communication in a timely way will lead to subsequent action on our part aimed at alerting CUPW members, the broader labour community and public as to the violations of our member's rights and denial of a significant quantum of compensation to which she is entitled, based on very thorough documentation.

Sincerely,

[REDACTED]  
Representative  
Ottawa-Outaouais Industrial Workers of the World

cc. Aalya Ahmad, Manon Parrot